



Village of Madison

Mayor
Sam Britton Jr.

Council Members
Kenneth J. Cahill
Daniel L. Donaldson
Duane H. Frager
John R. Hamercheck
Gregory W. Mabe
Kenneth D. Takacs
Mark V. Vest

Village Administrator
Dwayne Bailey

Law Director
Joseph P. Szeman

Chief of Police
Dawn C. Shannon

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MADISON VILLAGE COUNCIL

August 4, 2014

7:30 pm Regular Council Meeting

REVISED

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
MOMENT OF SILENCE
ROLL CALL
MINUTES
(from 7/21/14 Reg. Council Meeting & 7/28/14 Council Workshop)
PAY ORDINANCE #2303**

Please note that questions pertaining to legislative items can be asked during the reading of Ordinances and Resolutions. Thank you.

OLD BUSINESS:

1. **ORDINANCE NO. 17-2013:** AN ORDINANCE ACCEPTING THE BID OF TRAX CONSTRUCTION COMPANY FOR WATER LINE INSTALLATION FOR THE STATE ROUTE 528 SOUTHERLY WATER LINE CONSTRUCTION PROJECT, PHASE 1, (PART A), AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT WITH SAME, AND DECLARING AN EMERGENCY. (Tabled)
2. **ORDINANCE 14-2014:** AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO PART SEVEN – PLANNING AND ZONING, SECTION 8.7(C), RELATED TO THE LOCATION OF SEXUALLY ORIENTED BUSINESSES. (Tabled)
3. **RESOLUTION 12-2014:** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CHAGRIN RIVER WATERSHED PARTNERS, INC. FOR PROFESSIONAL SERVICES RELATED TO THE ARCOLA CREEK HEADWATERS RESTORATION PROJECT. (3rd Reading)
4. **RESOLUTION 15-2014:** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE MADISON JOINT FIRE DISTRICT FOR THE BUY-OUT OF ITS LEASEHOLD INTERESTS IN THE PROPERTY LOCATED AT 33 NORTH LAKE STREET, MADISON, OHIO. (2nd Reading)
5. **ORDINANCE 29-2014:** AN ORDINANCE DESIGNATING AN AREA OF PARK STREET AS A VALET SERVICE AREA AND PHOIBITING PUBLIC PARKING DURING SPECIFIC HOURS. (2nd Reading)

NEW BUSINESS:

1. **ORDINANCE 30-2014:** AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF ALL DULY DEDICATED STREETS WITHIN THE VILLAGE OF MADISON WITH ELECTRIC STREET LIGHTING AND APPURTENANCES

THERETO, AND DECLARING AN EMERGENCY. (1st Reading)

2. **ORDINANCE 31-2014**: AN ORDINANCE LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF STREETS IN THE VILLAGE OF MADISON, OHIO, BY SUPPLYING SAME WITH ELECTRICAL STREET LIGHTING AND APPURTENANCES THERETO, AND DECLARING AN EMERGENCY. (1st Reading)
3. **RESOLUTION 16-2014**: A RESOLUTION ESTABLISHING A SPECIAL FUND FOR POLICE LEVY REVENUE. (1st Reading)
4. **RESOLUTION 17-2014**: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MADISON LOCAL SCHOOL DISTRICT TO FURNISH A SCHOOL RESOURCE OFFICER TO THE SOUTH ELEMENTARY SCHOOL AND DECLARING AN EMERGENCY. (1st Reading)
5. **ORDINANCE 32-2014**: AN ORDINANCE CONFIRMING THE APPOINTMENT OF MARISSA A. COLLINS AS PART-TIME OFFICER FOR THE MADISON VILLAGE POLICE DEPARTMENT FOR A PROBATIONARY PERIOD OF TWELVE (12) MONTHS, AND DECLARING AN EMERGENCY. (1st Reading)

GENERAL REQUESTS:

COMMITTEE UPDATES:

VISITORS: (General comments; limited to 5 minutes per guest)

REPORTS:

- **STAFF REPORTS:**
 - **Engineer**
 - **Chief of Police**
 - **Administration Report**
- **MAYOR'S REPORT**
- **MISCELLANEOUS/COUNCIL COMMENTS**

Upcoming Important Dates/Meetings:

Mon	Aug. 11 th	7:00pm Planning & Zoning
Mon	Aug. 18 th	6:00pm Committee of the Whole
Mon	Aug. 18 th	7:30pm Council Meeting
Mon	Aug. 25 th	6:30pm Public Hearing RE: 14-2014
Mon	Sept. 1 st	Village Hall closed for Labor Day
Tues.	Sept. 2 nd	7:30pm Council Meeting

Council Minutes
VILLAGE OF MADISON
Regular Council Meeting
July 21, 2014

RECORD OF PROCEEDINGS

Mayor Britton called the meeting to order at 7:30PM.

Mayor Britton invited all in attendance to join in the Pledge of Allegiance to the Flag. Mayor Britton requested that everyone observe a moment of silence. Council Members Mr. Frager, Mr. Hamercheck, Mr. Mabe, Mr. Cahill, Mr. Takacs and Mr. Vest were in attendance. Also in attendance were Acting Fiscal Office Kristie Crockett, Law Director Mr. Szeman and Village Engineer Dan Gerson. Mr. Donaldson was absent due to a work commitment and Police Chief Dawn Shannon was on vacation.

MINUTES

Mayor Britton announced minutes to be approved for the Public Hearing held on July 7, 2014.

Motion for approval made by Mr. Takacs, seconded by Mr. Frager.

Questions/Discussions – None

Roll call on approval, 4 yeas, 2 abstentions (Vest, Cahill) Motion carried.

Mayor Britton announced minutes to be approved for the Council Meeting held on July 7, 2014.

Motion for approval made by Mr. Vest, seconded by Mr. Mabe.

Questions/Discussions – None

Roll call on approval, 5 yeas, 1 abstention (Cahill) Motion carried.

PAY ORDINANCE

Mayor Britton presented Pay Ordinance No. 2302: \$30,892.40 for payroll and \$47,335.57 for current and upcoming expenses, for a total of \$78,227.97.

Motion for approval made by Mr. Takacs, seconded by Mr. Vest.

Questions/Discussions – None

Roll call on approval, 6 yeas. Motion carried.

OLD BUSINESS

ORDINANCE 17-2013: – AN ORDINANCE ACCEPTING THE BID OF TRAX CONSTRUCTION COMPANY FOR WATER LINE INSTALLATION FOR THE STATE ROUTE 528 SOUTHERLY WATERLINE CONSTRUCTION PROJECT, PHASE 1, (PART A) AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT WITH SAME, AND DECLARING AN EMERGENCY (Tabled)

ORDINANCE 14-2014: – AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO PART SEVEN-PLANNING AND ZONING, SECTION 8.7 (C), RELATED TO THE LOCATION OF SEXUALLY ORIENTED BUSINESSES. (Tabled)

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Questions/Discussions – Mr. Vest requested a public hearing for this ordinance for August 18, 2014 prior to the scheduled Council meeting. Mr. Cahill asked if this public hearing could be held sooner than then. Mr. Szeman stated that legal notice lead time will need to be confirmed. It was decided to begin the public hearing at 6:30pm.

RESOLUTION 12-2014: - A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CHAGRIN RIVER WATERSHED PARTNERS, INC. FOR PROFESSIONAL SERVICES RELATED TO THE ARCOLA CREEK HEADWATERS RESTORATION PROJECT. (2nd Reading).

Questions/Discussions – Mr. Frager asked for clarification of where the \$5,000.00 listed under payment is funded from. Mr. Bailey stated that this will be funded from the grant.

RESOLUTION 13-2014: - A RESOLUTION ACCEPTING THE BID OF R.W. SIDLEY, INC. FOR THE PURCHASE OF 2015 MACK GU712 TRUCK; DECLARING THE VILLAGE'S 1999 INTERNATIONAL 4900 TRUCK NO LONGER NEEDED FOR ANY PUBLIC USE AND AUTHORIZING ITS TRADE-IN CREDIT; AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH R.W. SIDLEY, INC. FOR THE PURCHASE OF SAID TRUCK, WITH CONCORD ROAD EQUIPMENT MFG. INC. FOR AN EQUIPMENT PACKAGE, AND, WITH AMERICAN FINANCIAL NETWORK, INC. FOR THE FINANCING OF SAID PURCHASES. (2nd Reading).

Motion to suspend made by Mr. Vest, seconded by Mr. Takacs.

Questions/Discussions on suspension – Mr. Hamercheck asked if it would benefit the situation to suspend and pass this evening. Mr. Bailey stated that the sooner we receive Council approval, the sooner we can get in line to get the truck built.

Roll call on suspension, 6 yeas. Resolution suspended.

Motion for approval made by Mr. Vest, seconded by Mr. Takacs.

Questions/Discussions – None

Roll call on approval, 6 yeas. Motion carried

NEW BUSINESS

RESOLUTION 14-2014: A RESOLUTION DECLARING THE NECESSITY TO IMPROVE CERTAIN STREETS IN THE VILLAGE OF MADISON, OHIO BY SUPPLYING SAME WITH ELECTRIC STREET LIGHTING AND APPURTENANCES THERETO, AND DECLARING AN EMERGENCY. (1st Reading)

Motion to suspend made by Mr. Takacs, seconded by Mr. Vest.

Questions/Discussions on suspension – Mr. Bailey stated that this resolution is typically passed as an emergency to alleviate the time crunch in passing additional legislation with three (3) readings to move forward with the assessments. Mr. Cahill asked if there is a need to pass this tonight. Mr. Szeman stated that we do not want to 'push the envelope' with ensuring that we get this on the tax duplicate in a timely manner. Mr. Szeman stated that there is not sufficient time to let this piece of legislation as well as the accompanying legislation both run three (3) readings and certify the assessments to the county by the deadline. Mr. Bailey stated that this is the procedure used in past years for this annual assessment. Mr. Takacs stated that this is a

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housekeeping issue that is done annually and he suggests that on items such as this be suspended and passed at the first reading to move them along administratively. Mr. Cahill agrees with Mr. Takacs. Mr. Vest asked if there is any increase in the mileage in the legislation coming forward. Mr. Bailey stated no. Mr. Hamercheck stated that these housekeeping issues seem to come forward at the last minute and he would like to see this avoided when possible. Roll call on suspension, 6 years. Resolution suspended.

Motion for approval made by Mr. Vest, seconded by Mr. Takacs.

Questions/Discussions – None

Roll call on approval, 6 years. Motion carried

RESOLUTION 15-2014: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE MADISON JOINT FIRE DISTRICT FOR THE BUY-OUT OF ITS LEASEHOLD INTERESTS IN THE PROPERTY LOCATED AT 33 NORTH LAKE STREET, MADISON, OHIO. (1st Reading)

Questions/Discussions – Mr. Hamercheck asked why this is being brought forward as a resolution and not an ordinance. Mr. Szeman stated that this gives the Mayor authority to enter into the contract. Mr. Szeman added that both resolutions and ordinances have the same legal effect and can be used interchangeably. Mr. Cahill asked for confirmation that Mr. Pasqualone drafted the resolution and the contract. Mr. Szeman stated that Mr. Pasqualone represents the fire district in this matter, but added that he drafted the resolution and the contract. The fire district sought outside counsel since there was a conflict of interest. Mr. Cahill stated that Mayor Britton is sponsoring this piece of legislation and asked if any Councilmen that are on the fire board are sponsoring it as well. Mayor Britton stated that it is his understanding that the councilmen that are on the fire board also are sponsoring this legislation. Mr. Cahill asked for confirmation that the fire board members of council are also sponsors of this legislation. Mr. Szeman stated that the names of the councilmen that are on the fire board can be added to the legislation as sponsors. Mr. Frager, Mr. Vest and Mr. Takacs agreed. Mr. Vest stated that the councilmen that are on the fire board abstained from voting on this topic at the fire board meeting. Mr. Cahill asked if Mayor Britton has examined all documents and the contract and asked if he is comfortable with it. Mayor Britton confirmed. Mr. Cahill asked Mr. Vest to explain the legal interests that the fire district has as mentioned in paragraph two (2) of the resolution. Mr. Vest stated that Council agreed on the price previously. Earnest money was to be taken off of the first year payment and then there would be annual payments for four (4) years. Mr. Cahill asked for further explanation of the fire districts 'claimed interest'. Mr. Vest stated that it is his understanding that they are the improvements made to the building. Mr. Frager added that it was for improvements valued at \$250,000.00. Mr. Cahill asked if these were the improvements made in 2009. Mayor Britton and Mr. Vest confirmed and stated that it was the addition including new concrete floors, drainage, and generator. Mr. Cahill asked if there is documentation that reflects these expenses. Mr. Frager stated that they were provided to Council at the time of implementation. Mr. Takacs stated that there was approximately \$250,000.00 in property improvements made to the building and it is unclear if improvements were made solely in the fire districts interest or for the building as a whole. It was clarified that the leasehold interest is for the improvements to the building/property, not for the building itself that was leased to the fire district by the Village. Mr. Takacs stated that the fire district can provide exact costs of the improvements. Discussion took place in regards to the earnest money. Mr. Cahill

stated that the lease dated 1982 specifically states that any building improvements become property of the Village at the termination of the lease. He stated that this was again stated in the Memorandum of Understanding (M.O.U.) dated October, 2009. He asked for documentation that shows that the Village is obligated to pay the fire district. Mayor Britton stated that there is none and that is why he brought it before Council. Mr. Cahill asked for any documentation and explanation of any legal claims that the fire district has. Mr. Cahill stated that no documentation exists per the 1982 lease. He added that there is verbiage in that lease that allows either party the option to provide a 90-day notice for vacating the property with no buy-out clause. Mr. Cahill stated that we have the right to serve the fire district with notice to vacate and not pay them anything. He asked Mr. Vest for explanation. Mr. Vest replied that the Village has a good working relationship with the township working together as a fire district and he does not feel that a lot of good will would become of us not compensating them for the improvements. He feels that it is a good will gesture. Mr. Vest stated that the fire district could destroy the building improvements and leave the building as they received it at the inception of the lease. Mr. Hamercheck stated that they cannot do such without the Village's permission in writing, per the 1982 lease. Mr. Cahill stated that this money should be spent on other needs of the Village. He stated that the fire district was never charged any rent and he feels that this is far too much money to be spent for good will. He asked Council how we explain this to the citizens of the Village. Mayor Britton stated that he was asked by members of Council to work out a deal for the Village to purchase the building and that is what he did and Council can vote how they wish. Mr. Cahill asked if the Mayor discussed with the fire board the 1982 lease. Mayor Britton stated that they had. He added that Mr. Hamercheck was comfortable with the price discussed. Mr. Hamercheck stated that he was not aware of the lease agreement or the memorandum of understanding at that time. Once those documents were brought forward, he is not as comfortable. Mr. Hamercheck read an excerpt from the lease agreement that states that the Village becomes owners of the entire building once it ceases to operate as a fire station. It was stated that the earnest money was put up prior to the building being vacated. Mr. Cahill stated that when the new fire station building opened, most if not all of the operation was moved to the new location. He feels that the offering of the earnest money did not change the fire district's plan. Mr. Cahill stated that he has not seen any documentation that was dually signed that states that the Village is required to compensate the fire district for the improvements made to fire station number one. Mr. Takacs stated that there is no legal obligation of the Village to pay anything for lease-hold interests for the improvements of that fire station. Mr. Takacs provided details of the decision to improve stations one and two. He added that the fire district made assurances to the community that they would not spend the dollars to improve station one and then 'hand it over' to the Village to be used for a road garage. He stated that there is a credibility issue at hand. He stated that he made a commitment to not 'give away' the cost of the improvements to the Village. He added that the responsible and moral obligation is that we assured people that we were not going to do this. Mr. Takacs stated that the fire district did not initiate this conversation. This conversation began with Mayor Britton and Mr. Takacs trying to address a situation with the police department garage. Mr. Takacs stated that there has to be a fair accommodation for this. Mr. Cahill stated that we are a law abiding institution and we must abide by the laws and the legislation. We also have an obligation to abide by the contracts that we have entered into. Mr. Cahill reiterated that the fire district is not using fire station number one therefore we are not kicking them out. He added that if any of the members of Council would have viewed the 1982 lease prior to April 17, 2014, then the situation would be totally

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difference and he disagrees that the credibility of Council is on the line. He stated that the Mayor and Mr. Takacs entered into conversations with the fire district without knowing all of the facts. He added that they made commitments to the fire district and then the lease surfaced. Mr. Cahill stated that mistakes are made, but the fact of the matter is that there is nothing in writing that states that there should be compensation to the fire district for the addition/improvements that they made. He added that it should have been very specific with no loose ends or hand shake/back room deals. He added that someone needs to approach the fire chief and admit that we made a mistake. He quoted Mr. Takacs in saying that 'we are the guardians of the Villagers money' and he does not feel that this is an appropriate expense and more thought needs to be put into this. Mr. Cahill cited ORC 733.56. Mr. Vest requested that all legal issues that are brought before Council come from Mr. Szeman and not Mr. Cahill. Mr. Hamercheck stated that he cannot find documentation that the M.O.U. came before Council in 2009. He added that while he appreciates Mr. Takacs transparency, more discussion must take place in regards to the M.O.U. Discussion took place that the funding of the earnest money was from dollars that were to be used for the codification of our ordinances and he added that if our ordinances were codified, then we would have found this lease much sooner. He stated that our records are 'in shambles' and the codification of ordinances is essential for record keeping purposes. He stated that the Village has items that need to be done versus items that we want to be done. Mr. Hamercheck asked if discussion has taken place with the County in regards to the police/road garage. Mayor Britton stated no. Mr. Vest charges Council to find ADA compliance with this building from this time forward. Mr. Hamercheck stated that he has been asking Council to make this building ADA complaint for nine years. Mr. Vest stated that this is an opportunity to address that issue and there seems to be resistance. Mr. Hamercheck stated that, as a disabled individual, he takes offense to Mr. Vest's remarks. Mr. Hamercheck stated that he has brought up the fact that we have had elderly individuals that cannot enter this building for many years and nothing has been done about it and now Mr. Vest is stating that there is resistance to make a move to address the ADA compliance of this building. Mr. Vest stated that he will not endorse the process of serving the fire district with notice to vacate.

Mr. Cahill made a motion for Mayor Britton to issue a letter to the fire district to vacate fire station number one within 90 days pursuant to the 1982 lease. Seconded by Mr. Hamercheck.

Questions/Discussion: None

Roll call, 4 nays (Takacs, Vest, Frager, Mabe), 2 yeas, (Hamercheck, Cahill) Motion Failed.

Mr. Frager asked Mr. Szeman for his legal opinion of the M.O.U. of October, 2009 and how it relates to the 1982 agreement. Mr. Szeman stated that he is unsure of the fire board's thoughts at the time of the M.O.U. other than expressing their intentions at the time of the improvements taking place. He clarified that the M.O.U. is not a contract, but a true memorandum of understanding. It was stated that this M.O.U. was entered into by the members of the fire board, not all of Council or the Township. It was stated that Mr. Szeman did not draft the M.O.U. The M.O.U. serves as documentation of what the fire board understood was true at the time of its signing. Mr. Szeman stated that we have not received anything in writing from the fire district at this point. Mr. Takacs reminded Council that this entire conversation began because the police department filed a grievance against the Village for the conduct and condition of the police garage. Some issues of that grievance were addressed with the discussion of relocating of the evidence room/police locker room to Stratton Place. Mr. Takacs stated that the fire district opted to move all operations out of fire station number one upon the request of the Village to

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potentially use that building for police use. Mr. Frager asked Mr. Szeman if the fire district chooses to continue to use fire station one for storage or transports, can the Village present them with notification to vacate. Mr. Szeman stated that Council would need to motion to terminate the lease.

Mr. Hamercheck asked Mr. Szeman if it is appropriate for fire board members to vote on Mr. Cahill's motion to send the fire district notification to vacate fire station one due to their 'vested interest'. Mr. Szeman stated that this is not an issue and it is appropriate for them to vote. If a councilperson feels that it is in their best interest to abstain from voting on any particular issue, they have the right to do so. Mr. Hamercheck stated that he did not mean for his question to be offensive but Mr. Takacs and Mr. Vest stated that is was.

Kathy Lynn (209 West Main St.) stated that she is unhappy about the way things are being handled this evening. She asked why this was not brought up at the fire district renewal. She understands that there might not be documentation that states that the Village owes the fire district for the improvements but she encouraged Council to be honest and do what is right.

ORDINANCE 29-2014: AN ORDINANCE DESIGNATING AN AREA OF PARK STREET AS A VALET SERVICE AREA AND PHOIBITING PUBLIC PARKING DURING SPECIFIC HOURS. (1st Reading)

Questions/Discussions – Mr. Takacs asked for explanation. Mr. Vest explained that this comes on a recommendation from the Planning Commission to alleviate parking issues within the Village. The ordinance will designate two parking spots on Park Street as dedicated valet parking areas during specified days/hours. It was stated that during all other times, the parking spots would revert back to 'regular' parking areas. This is an attempt to free up parking spaces on Main Street. Mr. Vest stated that the Economic Development Advisory Group also recommends this legislation. Mayor Britton stated that this was attempted previously and he wants to ensure that one business does not fill up the parking spots in front of another business. The valet cars must be parked in a public lot. The merchants can chose to participate in a group or individually. The Village will not have any responsibility in this other than the designation of the valet parking area. Mr. Szeman stated that the ordinance can be amended accordingly. Mr. Takacs asked is there any assurances that there will be valet attendant on duty during all designated hours. Mr. Vest stated that he cannot answer that. Mr. Szeman stated that several business owners have asked for this for the betterment of their business/cliental.

GENERAL REQUESTS – P.O. Request to Odyssey Environmental Services not to exceed \$12,500.00 for removing and disposing of grit at the Waste Water treatment plant.

Motion for approval made by Mr. Cahill, seconded by Mr. Hamercheck.

Questions/Discussions – Mr. Bailey provided details from a recent letter from Ohio EPA regarding a recent inspection. Mr. Bailey stated that this dollar amount was already approved in the budget. Mr. Bailey provided details on the process. Mr. Cahill asked if there were other estimates obtained. Mr. Bailey stated that this is the sole estimate and the only licensed contractor willing to work with us on this project. Mr. Bailey added that this shows good faith on our part as we are addressing known issues identified by the EPA. Mr. Mabe asked how many ditches there are at the WWTP. Mr. Bailey stated that there are two but only one was budgeted for this year and the estimate is half the anticipated cost. Mr. Vest asked if the UAG is in favor of this. Mr. Hamercheck stated that this is the first he has heard of it. Mr. Gerson stated

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that he has spoken with Mr. Bailey and Mr. Goebel about this project and he recommends moving forward with it. Mr. Hamercheck stated that he knew that this was an issue but was not aware of it being on the agenda this evening. He added that he has full confidence in Mr. Bailey and is confident that it will be handled appropriately. Mr. Bailey apologized to Council for bringing it before them in an urgent fashion; however he feels it is important that we act on this quickly. Mr. Mabe asked if there is any benefit to having additional ditches cleaned at the same time. Mr. Bailey stated that he did not think so at this time. It is a multiple day event. Roll call on approval, 6 years. Motion carried

COUNCIL ADVISORY GROUP/COMMITTEE REPORTS

Utilities Advisory Group (UAG) – None

Roads & Parks Advisory Group (RAP) – None

Administrator Search Committee – None

Rec Board(REC) – None

Safety Advisory Group(SAG) – Mr. Takacs provided a written report detailing the most recent meeting. He reported that there is an on-going grievance that the Mayor has addressed in writing. The officers did not like the response and have indicated that they intend on taking it to the next level. The new police clerk is being evaluated during her probationary period. An evaluation of the police staff is also taking place. Chief Shannon has requested to add three additional part time officers to bring the number of part time officer up to twenty. Interviewing is taking place for the SRO at South Elementary. She is anticipating having a recommendation at the August 4, 2014 meeting. Chief Shannon worked 22 straight hours in a 24 hour period recently. She is an exempted employee that does not receive overtime pay. Mr. Takacs stated that we need to be fair to the Chief and not let that happen again. Mr. Takacs provided details from the meeting with Perry about the topic of a joint police district. There is no opinion from the SAG at this time. It does not appear that the Township has any interest in participating. The discussion of the ratio of part time/full time police officers took place.

Economic Development Advisory Group(EDAG) – Mr. Bailey stated that tax incentives were discussed at the meeting this morning. He will have data for Council soon. He is looking into deed restrictions that are in place.

Planning and Zoning Commission – None

Fire Board – None

VISITORS COMMENT – John Kennedy (182 East Main Street) stated that it has been two months since the flash flood that affected his home. He stated that he is appalled the nothing has been done to address the flooding. He stated that the wall of the retention pond behind his home is deteriorating. Mr. Vest asked if there is any obligation of the Huntington Woods Homeowners Association to maintain the retention pond. Mr. Kennedy stated that while he belongs to the association, he does not have any information in regards to the association's responsibility in

regards to the retention pond. Mr. Bailey stated that our new website has a storm water tab and it will have information about projects that have been completed as well as future projects. He stated that the potential project to address the flooding concerns in the Hyder Drive area will cost approximately \$500,000.00 and take time to evolve. Mr. Bailey added that the Village is in possession of a very detailed water shed study of our area and out of that study came twelve recommendations. We need to address the funding of these items. Mr. Bailey stated that storm water is an ongoing project that is being addressed continuously. Mr. Bailey stated that the website is being updated with information and pictures and projects will be uploaded to the storm water tab soon. Mrs. Kennedy stated that she feels that their specific problem is not being seen as a priority to the Village. Mr. Cahill asked if there is something that we can do to address the creek widening issue behind the Kennedy's home. Mr. Mabe said there are three ponds that are draining at the same rate. Mr. Bailey stated that it can be looked into. Mr. Bailey stated that Mr. Chapman has had discussions with ODOT in regards to the culvert near the Kennedy home but he is not sure if there are any plans for an enlargement at this time. Mr. Bailey stated that the only immediate action that the Village could take is to contact FEMA and schedule a meeting. Potentially FEMA could purchase the Kennedy's home and they could move. Mr. Bailey stated that if this is something that the Kennedy's would wish to pursue, he would assist them down that avenue. Mr. Bailey provided details for FEMA relief for an entire area. Mr. Bailey stated that the Kennedy home does reside within a flood plain and added that he is unsure if the Kennedy's were aware of that fact when they purchased the home. Mr. Kennedy asked about debris removal. Mr. Bailey stated that typically it is the responsibility of the homeowner but the Village will help with what we can.

STAFF REPORTS

Engineer (given by Mr. Gerson) – Mr. Gerson stated that he has spoken with representatives from American International regarding Amy Drive. He is also seeking a timeframe from them for the portions of Sunset and Appaloosa that need to be addressed as well. He added that the conversations with them are going well. He added that he is working with Mr. Bailey on a number of projects that will be forthcoming. Brief discussion on the 319 Grant took place. It was confirmed that the budgeted dollars for the Amy Drive project will return to storm water and M&R funds. Mr. Gerson confirmed that truck traffic will be directed away from the Parkway Estates entrance.

Police Chief – Chief Shannon was not in attendance.

Administration Report: - Mr. Bailey stated that Council will see expenditures for the 319 and SWIF Grants coming before Council before the end of the year. The plan is to have the engineering portion completed and be ready to go out to bid early next year. These dollars will be coming from the general fund but will be reimbursed via one of the grants or through storm water dollars.

Mr. Bailey stated that he contacted Mr. Crawford from Waste Management regarding Junk Day and he obtained weight slips for the truck utilized. He provided details from an e-mail he also received from Mr. Crawford detailing Junk Day costs.

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Mr. Bailey added that liens in the amount of \$24,091.52 in delinquent water bills have been placed with the County with an additional \$6,000.00 pending possibly before the next Council meeting with others following.

Mr. Bailey thanked Council for their support of the purchase of the M&R truck and the grit cleaning at the WWTP.

Mr. Bailey stated that representatives from ComDoc contacted him to schedule the pick-up of the copiers. The hard drives will be removed and turned over to the police department. We must replace the hard drives prior to the copiers being picked up. It was confirmed that Mr. Bader from Digital Imaging Specialists will be removing/replacing the hard drives.

Mr. Hamercheck asked when the driveway repair on Sherwood Drive will be taking place. Mr. Bailey stated that it is tentatively scheduled for next week, weather permitting.

Misc. Reports/Comments: - Brief discussion took place with regards to Hyder Drive.

Mr. Frager reminded everyone that August 1st, 2014 is Madison night at the Lake County Captain's game.

Mayor's Report: - Mayor Britton stated that there was a water main break in Square's Acres over the weekend. This was a break in the main and not a lateral line.

Upcoming dates:

Mon.	July 28 th	7:00pm Council Workshop
Mon.	Aug. 4 th	7:30pm Council Meeting
Mon.	Aug. 11 th	7:00pm Planning & Zoning
Mon.	Aug. 18 th	7:30pm Council Meeting
Mon.	Aug. 25 th	6:30pm Public Hearing – Ord. 14-2014
Mon.	Aug. 25 th	7:00pm Council Workshop
Mon.	Sept. 1 st	Village Hall closed for Labor Day
Tues.	Sept. 2 nd	7:30pm Council Meeting

Mr. Vest stated that there is an EDAG meeting at 7:30am on August 18, 2014. Mr. Frager will not be in attendance at that meeting.

Motion to adjourn at 9:39pm made by Mr. Mabe, seconded by Mr. Takacs.
Roll call on adjournment, 7 yeas. Meeting adjourned.

Sam Britton Jr., Mayor

Kenneth D. Takacs, Council President

DATE

Attested:

Kristie M. Crockett, Acting Fiscal Officer

COUNCIL WORKSHOP MINUTES
VILLAGE OF MADISON
Workshop Meeting
July 28, 2014

Call to Order

Mayor Britton called the workshop session to order at 7:05PM

Attendance

Council Members Mr. Donaldson, Mr. Frager, Mr. Cahill, Mr. Takacs, Mr. Vest, Mr. Hamercheck and Mr. Mabe were in attendance. Also in attendance were Mayor Britton, Fiscal Officer Kristie Crockett, Police Chief Dawn Shannon and Village Engineer Dan Gerson.

Tax Incentive District – Mr. Bailey stated that he met with Angela Smith from the Madison Local School District last Friday to discuss our tax incentive district. He stated that the conversation went very well. Mr. Bailey passed out documentation on a hypothetical business and provided details of the tax generated by said business. These documents will be shared with Ms. Smith, the school district superintendent and their fiscal officer at a future meeting. Mr. Bailey is also forwarding Ms. Smith the appropriate ORC codes. He added that we are in competition with local areas and this is a way to encourage a business to locate in the Village. We are attempting to work as a unified community to entice business growth. Mr. Frager stated that per ORC, the school district must appoint someone to a review counsel. Mr. Bailey confirmed and added that he wishes to bring them to the table at the early stages of the process to allow them the opportunity to have a voice. Mr. Bailey stated that he consulted the Auditor's office to confirm that our figures are accurate and on track. Mr. Takacs asked about the funding for the impact on utilities, etc. Mr. Bailey stated that there would be tap in fees for the new business. Impact fees were briefly discussed.

Street Lamp Banners – Mr. Bailey stated that this was discussed at the UAG meeting held prior to tonight's workshop meeting. The merchant group has mentioned having banners. Mr. Bailey provided information on a sponsor project. Mr. Bailey is obtaining engineering data on the fiberglass poles that we have in addition to exploring potential new poles. Mr. Bailey stated that there are approximately 50 pole locations throughout the downtown area. Chief Shannon asked for the weight of each banner due to a concern from First Energy in the past. Mr. Bailey stated that they are lighter in weight than the floral baskets that are currently displayed in the Village but he will obtain more information. It was stated that these banners will replace the current angled flags and be in addition to the flower baskets. Council had no objections.

Senior Center Director – Mr. Bailey stated that we received 25 applications/resumes. Twenty phone interviews and five in person interviews were conducted. Two of the applicants that had been interviewed in person withdrew their resume after accepting other positions. The Senior Board also interviewed the final three candidates and made their recommendation. It was noted that the Senior Board candidate and the Village candidate were the same individual. Mr. Bailey has reached out to this person to make an offer of employment and is waiting for a return call.

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Miscellaneous - Mrs. Crockett stated that there will be legislation on the agenda for the August 4, 2014 Council meeting to establish a Police Levy Fund.

The Reserve Balance Account for Storm Water requires dollars to be dedicated to it. Those dollars would need to come from the general fund and at this point, it is Mrs. Crockett's request to address this in the 2015 budget process. There is allocated storm water dollars that could be used but it was stated by Mr. Gerson that those dollars will be needed for the SWIF/319 Grant frontloading. Mr. Frager asked for the process of the movement of dollars in and out of that fund. Mrs. Crockett stated that only storm water projects can be funded from it and added that individual projects must be completed within a ten year time frame. She added that these types of funds are typically project driven and not a storm water fund. Mr. Frager asked for confirmation that this is not really the fund Council was looking to set up. Mrs. Crockett confirmed.

Mr. Bailey stated that the budget process for 2015 is beginning and added that we have a lot of work to do in the utilities billing department. He added that there is going to be a complete audit of the system done, customer by customer to resolve some issues. Within our accounting software, there needs to be adjustments to the chart of accounts to be able to more easily track dollars spent. It will be a time consuming process. When Mr. Long resigned, the office staff chose to 'shoulder the load' without replacing the part time clerk position that Mrs. Conaway vacated upon her moving into the full time position. At this time, Mr. Bailey stated that he is requesting to bring in a person to fill that part time clerk position temporarily for a period of approximately 90 days, so that we can address the issues with utility billing and work on the financial accounting package as mentioned. Mr. Bailey stated that the money for this has been appropriated and he is confident that once some of this issues are resolved that the office can run successfully with two people upstairs and one downstairs. Mr. Frager asked if this audit process will eliminate the need for new utility software. Mr. Bailey and Mrs. Crockett stated no. Mrs. Crockett provided details of the challenges she is coming across with the 'generic' chart of account line items that are very broad and have multiple items lumped together. Mr. Frager stated a breakdown of expenses as Mrs. Crockett and Mr. Bailey are describing is what Council has been requesting for quite some time. The breakdown of the items will make the budget process easier for department heads.

Mr. Donaldson asked for an update on Amy Drive. Mr. Gerson stated that he has been in conversation with representatives from American International and they have assured the Village that they will pave Amy Drive this year. They understand that Sunset and part of Appaloosa still need a final coat. Mr. Gerson has stated that he will ensure that all repairs are made prior to the paving taking place. Mr. Gerson added that the conversations have gone well and he is pleased with the communication thus far.

Mr. Donaldson asked for an update of the property of the resident from Oak Hollow. It was stated that this is the property of Mr. Pitts. His drain was inspected and determined not to be the responsibility of the Village to repair but the Village will be assisting. The grate on his property is not the correct size. The Village has a replacement grate that they are going to install. Mr. Bailey added that the property surrounding the basin has been mowed every other week throughout the summer. The resident that had complained about the lack of mowing was not in attendance at the most recent council meeting. Mr. Bailey is looking for clarification that he is concerned about the area surrounding the basin and not the easement located in his neighbor's yard. Mr. Bailey noted that the property owner where the easement is has approached the

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Village to ask that we no longer mow his property. Mr. Bailey stated that there are photographs on file that show that the grass around the basin has been maintained.

Chief Shannon stated that she is working with Mr. Szeman to bring legislation before Council at the August 4, 2014 Council meeting for the SRO at South Elementary. She is looking to hire two part time officers. She requested an SAG meeting for 9:00am Monday morning. Mr. Vest will not be in attendance. Chief Shannon stated that she has not received any answer on the grievance at this time.

Mr. Donaldson asked for an update on the chillers at SES. Mr. Bailey said that improvements have been made and things appeared to be better but he received a recent complaint. He has plans to meet with Ms. Smith and Pat Smith when the chillers are operating to investigate. Mr. Takacs stated that the chiller noise is still very loud, but a different sound. He said that he will call Mr. Bailey when he hears it.

Mr. Frager referred to an e-mail that he sent Council over the weekend. He stated that the term 'workshop' is designed to meet to address a specific topic or issue and not what this council has been practicing. The term for the meeting that this Council has been having is "Committee of the whole" and it is a time when the entire governing body gets together and various topics are discussed. Mr. Frager is encouraging Council to have the 'Committee of the whole' meeting prior to the second Council meeting of the month at 6:00pm. There is no legislation required to make this change, only an agreement amongst one another. Mr. Frager stated that this change needs to be communicated to the public via the website and/or the monthly newsletter and also announced at the Council meetings. Mr. Takacs agrees with this concept and he stated that with the administration that we have in place, things are being handled on a daily basis. He appreciates the time limit this concept provides and the necessity to stay on task. Mr. Frager recommended that formal votes remain part of the Council meeting and not be conducted in the 'Committee of the whole'. Mayor Britton agreed and added that he is very pleased with how things are moving along. Discussion took place in regards to the possible reduction of the number of the committees that are in place.

Mr. Cahill asked why tonight's agenda was revised to eliminate the fire station acquisition. Mr. Vest stated that this was at his request. He cited the incidents that took place at last Monday's Council meeting potentially causing legal conflict are concerning and he prefers that all discussion related to this topic take place with Mr. Szeman present. Mr. Cahill passed around a memo and asked the members of Council to review it.

Mr. Bailey stated that the Asset Recovery Corporation is coming to pick up the ComDoc copiers. He added that Digital Imaging Specialists will be replacing the hard drives in both machines prior to their being picked up. Mr. Bailey hopes to have them picked up by the end of the month.

Mr. Takacs made a request of the UAG for a report of their current projects and funding. He asked for a balance of the loan and how much has been paid out to date. Mr. Takacs stated that the CIF was being increased with the intent of completing the 528 water line or addressing the needs of the Dayton Road water tower and as of now, neither has been done. He asked for status of any proposed improvements. He requested this in the form of a written report. Mr. Cahill stated that within the next several weeks he believes that a meeting can take place to gather that information. Mr. Bailey stated that he and Mrs. Crockett have been reviewing the loan/water line project recently. They have contacted OWDA to confirm that the information that we have

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is correct. Mr. Bailey has also been in contact with Mr. Rothlisberger at the County in regards to the M.O.U. He has also been in conversation with Mr. Gerson in regards to the possibility of taking the Dayton Road water tower out of service in the future. If the Dayton Road water tower remains in service, the timetable of the repair work needs to be considered. Mr. Frager stated that roughly two workshops ago, Mr. Mabe suggested that the UAG put together a timeline with project data, etc. He remembers Mr. Hamercheck confirming that it would be completed and asked for an update. Mr. Hamercheck stated that it is a work in progress. Mr. Bailey stated that the UAG is waiting on information from himself to move forward. Mr. Mabe clarified that it would be a priority list of projects including cost or each. Mr. Bailey stated that a financial breakdown of the project is obtainable and will be provided.

Adjournment

Meeting adjourned at 8:18pm.

Sam Britton Jr., Mayor

Kenneth D. Takacs, Council President

Date

Attested:

Kristie M. Crockett, Fiscal Officer

PAY ORDINANCE 2303

An Ordinance to Pay Certain Claims Therein Mentioned:

Be it Ordained by the Court of the Village of Madison, Ohio, as follows:

Sec. 1- That the following described claims be allowed, and paid from their respective funds:

Payroll:	\$ 31,157.65
Payables:	\$ 56,571.19

Grand Total for Pay Ordinance 2303	\$ 87,728.84
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And the Fiscal Officer is hereby authorized and directed to draw a warrant for the several amounts designated above. Upon the receipt of proper vouchers for the same

Sec. 2 - This ordinance shall take effect and be in full force from and after its passage.

Passed this 4th day of August, 2014.

Kristie M. Crockett,
Acting Fiscal Officer

Sam Britton Jr.,
Mayor

Payment Listing

7/21/2014 to 8/31/2014

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
497-2014	08/01/2014	07/30/2014	EP	SUSAN L. BRITTON	\$291.62	O
498-2014	08/01/2014	07/30/2014	EP	RALF W. CASWELL	\$86.08	O
499-2014	08/01/2014	07/30/2014	EP	JASON L. CHAPMAN	\$1,625.68	O
500-2014	08/01/2014	07/30/2014	EP	JENNIFER P. CONAWAY	\$871.91	O
501-2014	08/01/2014	07/30/2014	EP	DOUGLAS M. COVERT	\$1,149.12	O
502-2014	08/01/2014	07/30/2014	EP	KRISTIE M. CROCKETT	\$1,015.08	O
503-2014	08/01/2014	07/30/2014	EP	TIMOTHY SEAN DAY	\$221.81	O
504-2014	08/01/2014	07/30/2014	EP	RICHARD GIFFIN SR.	\$1,275.16	O
505-2014	08/01/2014	07/30/2014	EP	KRISTINE N. GRAFTON	\$708.00	O
506-2014	08/01/2014	07/30/2014	EP	STEVEN S. KENSINGER	\$72.04	O
507-2014	08/01/2014	07/30/2014	EP	JOHN B KOETH	\$816.12	O
508-2014	08/01/2014	07/30/2014	EP	KATHLEEN M. LOVE	\$691.76	O
509-2014	08/01/2014	07/30/2014	EP	REMINGTON A. MANN	\$187.69	O
510-2014	08/01/2014	07/30/2014	EP	IAN M. MUSSELL	\$164.47	O
511-2014	08/01/2014	07/30/2014	EP	SCOTT ALLEN PIRC	\$1,219.85	O
512-2014	08/01/2014	07/30/2014	EP	BRENT RUSS	\$25.90	O
513-2014	08/01/2014	07/30/2014	EP	COLIN SCHULTZ	\$663.60	O
514-2014	08/01/2014	07/30/2014	EP	DAWN C. SHANNON	\$1,277.22	O
515-2014	08/01/2014	07/30/2014	EP	THURSTON C SVAGERKO	\$36.47	O
516-2014	08/01/2014	07/30/2014	EP	DAVID A YANKIE	\$1,201.52	O
519-2014	08/01/2014	08/01/2014	EW	IRS	\$3,286.34	O
521-2014	08/01/2014	08/01/2014	EW	IRS	\$2.90	O
11774	08/01/2014	07/30/2014	PR	DWAYNE BAILEY	\$1,326.69	O
11775	08/01/2014	07/30/2014	PR	DAVID P. COGAR	\$1,086.04	O
11776	08/01/2014	07/30/2014	PR	GLYNNIS FOX	\$18.49	O
11777	08/01/2014	07/30/2014	PR	DALE GOEBEL	\$1,734.81	O
11778	08/01/2014	07/30/2014	PR	MICHAEL A HUFFMAN	\$104.55	O
11779	08/01/2014	07/30/2014	PR	Sam Lapish	\$412.12	O
11780	08/01/2014	07/30/2014	PR	MARGARET ANN LOHR	\$237.36	O
11781	08/01/2014	07/30/2014	PR	TROY A MCINTOSH	\$297.77	O
11782	08/01/2014	07/30/2014	PR	KENNETH MOLES	\$265.46	O
11783	08/01/2014	07/30/2014	PR	JUSTIN R. NOWAKOWSKI	\$538.78	O
11784	08/01/2014	07/30/2014	PR	BEVERLY A O'NEILL	\$757.91	O
11785	08/01/2014	07/30/2014	PR	MICHAEL JOSEPH SMITH	\$1,173.83	O
11786	08/01/2014	07/30/2014	PR	ROY C WHIPPLE	\$213.21	O
11787	08/01/2014	07/30/2014	PR	JASON L. CHAPMAN	\$554.06	O
11788	08/01/2014	07/30/2014	PR	DAVID A YANKIE	\$711.52	O
11789	08/01/2014	07/30/2014	WH	AFLAC	\$21.60	O
11790	08/01/2014	07/30/2014	WH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$575.00	O
11791	08/01/2014	07/30/2014	WH	CENTRAL COLLECTION AGENCY	\$718.64	O
11792	08/01/2014	07/30/2014	WH	ANTHEM	\$1,234.24	O
11793	08/01/2014	07/30/2014	WH	OHIO DEPARTMENT OF TAXATION	\$1,273.48	O
11794	08/01/2014	07/30/2014	WH	MADISON VILLAGE WATER/SEWER	\$100.00	O
11795	08/01/2014	07/30/2014	WH	OHIO CHILD SUPPORT PAYMENT CENTRA	\$517.85	O
11796	08/01/2014	07/30/2014	WH	OPBA	\$300.00	O
11797	08/01/2014	07/30/2014	WH	RITA	\$8.29	O

Payment Listing

7/21/2014 to 8/31/2014

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
11798	08/01/2014	08/01/2014	PR	DOUGLAS M. COVERT	\$85.61	O
Total Payments:					\$31,157.65	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$31,157.65	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

2303

OVERTIME WORKED

DEPARTMENT	HOURS	YTD	NOTES
POLICE	<u>P/E 7-26-2014</u>		
Gary Bolton		4.75	
Sue Britton		5.25	
Ralf Caswell	0.50	5.00	End of Shift Call
Doug Covert	2.50	105.00	Must fill/Partial shift
Timothy Sean Day		0.00	
Patrick Donaldson		8.00	
Alex Gritton		0.00	
Michael Huffman		6.50	
Kathy Humphrey		2.50	
Steven Kensinger		0.00	
Troy McIntosh		23.25	
Ken Moles	0.25	0.25	End of Shift Call
Ian Mussell		0.00	
Justin Nowakowski	4.00	55.50	Partial must-fill shift
Brent Russ		5.50	
Colin Schultz	4.00	151.00	Partial must-fill shift
Brandon Smith		146.00	
Michael Smith	19.50	124.50	Must fill shifts/partials/end of shift calls & reports
Thurston Svagerko		8.00	
Donny Walker		17.00	
TOTAL:	30.75	668.00	
M&R			
Jason Chapman	11.00	37.50	clean up park, asphalt job, waterline break, cemetery
Rich Giffin	3.00	170.00	asphalt job
Scott Pirc	8.50	180.00	asphalt job, waterline break
TOTAL:	22.50	387.50	
SEWER			
David Cogar	9.00	65.00	Water line break, Plant checks
Dale Goebel		1.00	
John Koeth		82.00	
TOTAL:	9.00	148.00	
WATER			
Dave Yankie	4.00	65.50	Water line break, Plant check
TOTAL:	4.00	65.50	
OFFICE/ADMIN			
Jason Chapman		80.00	
Kristie Crockett		9.00	
Kathy Love - Senior Center		2.00	
TOTAL	0.00	91.00	
OVERTIME TOTAL:	66.25	1360.00	

Payment Listing

7/14/2014 to 8/31/2014

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
496-2014	07/29/2014	07/29/2014	CH	SHELL FLEET PLUS	\$2,443.14	O
11799	08/01/2014	08/01/2014	AW	CONNIE ADAMS	\$120.00	O
11800	08/01/2014	08/01/2014	AW	JEFF'S MADISON AUTO WORKS	\$342.63	O
11801	08/01/2014	08/01/2014	AW	SMITH ELECTRICAL CONTRACTING	\$631.26	O
11802	08/01/2014	08/01/2014	AW	McMASTER-CARR SUPPLY CO.	\$251.35	O
11803	08/01/2014	08/01/2014	AW	CLEMSON PORTABLE RESTROOMS, INC.	\$180.00	O
11804	08/01/2014	08/01/2014	AW	WINDSTREAM	\$1,166.71	O
11805	08/01/2014	08/01/2014	AW	MIDDLETON DOOR	\$175.00	O
11806	08/01/2014	08/01/2014	AW	CHRIS'S QUALITY HOME & LAWN	\$1,390.00	O
11807	08/01/2014	08/01/2014	AW	MORTON SALT	\$4,949.23	O
11808	08/01/2014	08/01/2014	AW	GEAUGA COUNTY	\$90.00	O
11809	08/01/2014	08/01/2014	AW	GAZETTE PUBLISHING	\$45.38	O
11810	08/01/2014	08/01/2014	AW	SHERWIN WILLIAMS	\$520.08	O
11811	08/01/2014	08/01/2014	AW	FIRST COMMUNICATIONS	\$59.69	O
11812	08/01/2014	08/01/2014	AW	CHARLES E. HARRIS & ASSOCIATES, INC.	\$2,850.00	O
11813	08/01/2014	08/01/2014	AW	VISA	\$1,999.96	O
11814	08/01/2014	08/01/2014	AW	ILLUMINATING COMPANY	\$6,556.55	O
11815	08/01/2014	08/01/2014	AW	GUARDIAN - BETHLEHEM	\$1,359.56	O
11816	08/01/2014	08/01/2014	AW	ANTHEM BCBS OH GROUP	\$10,990.93	O
11817	08/01/2014	08/01/2014	AW	PITNEY BOWES	\$2,062.01	O
11818	08/01/2014	08/01/2014	AW	ASGARD DEVELOPMENT	\$167.88	O
11819	08/01/2014	08/01/2014	AW	CARQUEST AUTO PARTS	\$243.10	O
11820	08/01/2014	08/01/2014	AW	STAPLES BUSINESS ADVANTAGE	\$172.18	O
11821	08/01/2014	08/01/2014	AW	VERIZON WIRELESS	\$538.89	O
11822	08/01/2014	08/01/2014	AW	MILLER & COMPANY	\$378.00	O
11823	08/01/2014	08/01/2014	AW	KOSKI CONSTRUCTION CO.	\$891.80	O
11824	08/01/2014	08/01/2014	AW	GRAND RIVER ASPHALT, INC.	\$1,402.48	O
11825	08/01/2014	08/01/2014	AW	DOMINION EAST OHIO GAS	\$154.92	O
11826	08/01/2014	08/01/2014	AW	CONNEAUT TELEPHONE CO., INC.	\$6,000.00	O
11827	08/01/2014	08/01/2014	AW	URS CORPORATION	\$1,350.00	O
11828	08/01/2014	08/01/2014	AW	DRIER & MALLER, INC.	\$915.15	O
11829	08/01/2014	08/01/2014	AW	STAR EXCAVATING	\$72.00	O
11830	08/01/2014	08/01/2014	AW	WASTE MANAGEMENT OF OHIO INC.	\$322.94	O
11831	08/01/2014	08/01/2014	AW	MADISON PET & GARDEN, INC.	\$112.94	O
11832	08/01/2014	08/01/2014	AW	JIM DOHERTY TRUCKING, INC.	\$250.00	O
11833	08/01/2014	08/01/2014	AW	NORTH COAST ENVIRONMENTAL LAB., INC.	\$154.00	O
11834	08/01/2014	08/01/2014	AW	HD SUPPLY WATERWORKS - EASTLAKE	\$999.44	O
11835	08/01/2014	08/01/2014	AW	DOUG COVERT	\$308.32	O
11836	08/01/2014	08/01/2014	AW	MADISON VILLAGE	\$11.89	O
11837	08/01/2014	08/01/2014	AW	TONI OR CHUCK KING	\$38.11	O
11838	08/01/2014	08/01/2014	AW	JENNIFER GOULD	\$4.99	O
11839	08/01/2014	08/01/2014	AW	MADISON VILLAGE WATER/SEWER	\$142.01	O
11840	08/01/2014	08/01/2014	AW	ATWELL'S POLICE & FIRE EQUIPMENT	\$44.49	O
11841	08/01/2014	08/01/2014	AW	NAPA AUTO PARTS	\$8.44	O
11842	08/01/2014	08/01/2014	AW	DIGITAL IMAGING SPECIALIST	\$1,149.23	O
11843	08/01/2014	08/01/2014	AW	AVALON PEST CONTROL SVCS	\$120.00	O

Payment Listing

7/14/2014 to 8/31/2014

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
11844	08/01/2014	08/01/2014	AW	JOSEPH PETER SZEMAN, ESQ.	\$2,167.50	O
11845	08/01/2014	08/01/2014	AW	CINTAS FIRST AID & SAFETY	\$257.01	O
Total Payments:					\$56,571.19	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$56,571.19	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Payment Register Detail

7/28/2014 to 8/31/2014

Payment Advice #: 496-2014 Status: Outstanding
 Vendor / Payee: SHELL FLEET PLUS Post Date: 07/29/2014
 Type: Accounting Electronic Payment Transaction Date: 07/29/2014
 Purpose: Original Amount: \$2,443.14

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	JUNE FUE	ACCT 065272239	\$2,443.14	\$2,443.14	65272239407

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
07/29/2014	07/29/2014	CH	BC 12-2014	1000-110-420-7000	Operating Supplies and Materials{FUEL}	\$1,454.18	O
07/29/2014	07/29/2014	CH	BC 31-2014	2011-620-420-7000	Operating Supplies and Materials{FUEL}	\$179.06	O
07/29/2014	07/29/2014	CH	BC 35-2014	2031-240-420-7000	Operating Supplies and Materials{FUEL}	\$319.68	O
07/29/2014	07/29/2014	CH	BC 48-2014	5101-533-420-7000	Operating Supplies and Materials{FUEL}	\$293.39	O
07/29/2014	07/29/2014	CH	BC 53-2014	5201-549-420-7000	Operating Supplies and Materials{FUEL}	\$196.83	O
						<u>\$2,443.14</u>	

Payment Advice #: 11799 Status: Outstanding
 Vendor / Payee: CONNIE ADAMS Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$120.00

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
8.00	Students	Art Class	\$15.00	\$120.00	100231

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 43-2014	2901-390-399-2913	Other - Other Contractual Services{CLASS SUPPLIES}	\$120.00	O
						<u>\$120.00</u>	

Payment Advice #: 11800 Status: Outstanding
 Vendor / Payee: JEFF'S MADISON AUTO WORKS Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$342.63

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	GMC Cany	Oil Change, Plugs, Fuel filter, Tensioner	\$342.63	\$342.63	2247

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 51-2014	5201-542-399-5001	Other - Other Contractual Services{REFUNDS}	\$342.63	O
						<u>\$342.63</u>	

Payment Advice #: 11801 Status: Outstanding
 Vendor / Payee: SMITH ELECTRICAL CONTRACTING Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$631.26

Payment Register Detail

7/28/2014 to 8/31/2014

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Elec. Repa	#2 Clarifier/Motor/Starter Repairs	\$631.26	\$631.26	5050

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 95-2014	5201-541-431-0000	Repairs and Maintenance of Buildings and Land	\$631.26	O
						<u>\$631.26</u>	

Payment Advice #: 11802 Status: Outstanding
 Vendor / Payee: McMASTER-CARR SUPPLY CO Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$251.35

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
12.00	bulbs	Quad Tube bulbs/ Senior Center	\$12.34	\$148.08	92973568
1.00		Shipping Chg	\$5.42	\$5.42	92973568
6.00	bulbs	Triple tube bulbs/Senior Center	\$15.42	\$92.52	93546614
1.00		Shipping Chg	\$5.33	\$5.33	93546614

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 79-2014	2901-390-439-0000	Other - Repairs and Maintenance	\$251.35	O
						<u>\$251.35</u>	

Payment Advice #: 11803 Status: Outstanding
 Vendor / Payee: CLEMSON PORTABLE RESTROOMS, INC Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$180.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
2.00	Units	MCIC Crafters/Square - To be reimbursed by MCIC	\$90.00	\$180.00	23072

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 14-2014	1000-320-420-0000	Operating Supplies and Materials	\$180.00	O
						<u>\$180.00</u>	

Payment Advice #: 11804 Status: Outstanding
 Vendor / Payee: WINDSTREAM Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$1,166.71

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Water	440-428-0701	\$53.97	\$53.97	7-10-14
1.00	Senior Ctr	440-428-6664	\$111.50	\$111.50	7-10-14b
1.00	Sewer	440-428-2988	\$50.33	\$50.33	7-10-14c
1.00	Admin	440-428-7526	\$449.84	\$449.84	7-10-14d

Payment Register Detail

7/28/2014 to 8/31/2014

1.00	Admin Fax	440-428-8703				\$63.04	\$63.04	7-10-14e
1.00	Police	440-428-3421				\$438.03	\$438.03	7-10-14f

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 11-2014	1000-110-321-0000	Telephone	\$483.03	O
08/01/2014	08/01/2014	AW	PO 11-2014	1000-710-321-0000	Telephone	\$512.88	O
08/01/2014	08/01/2014	AW	PO 11-2014	2901-330-321-0000	Telephone	\$111.51	O
08/01/2014	08/01/2014	AW	PO 11-2014	5101-531-321-0000	Telephone	\$8.96	O
08/01/2014	08/01/2014	AW	PO 11-2014	5201-541-321-0000	Telephone	\$50.33	O
						<u>\$1,166.71</u>	

Payment Advice #: 11805
 Vendor / Payee: MIDDLETON DOOR
 Type: Accounting Warrant
 Purpose:
 Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$175.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Door repair	Road Garage and Cemetery	\$175.00	\$175.00	7-14-14

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 32-2014	2011-620-431-0000	Repairs and Maintenance of Buildings and Land	\$100.00	O
08/01/2014	08/01/2014	AW	BC 34-2014	2031-240-420-0000	Operating Supplies and Materials	\$75.00	O
						<u>\$175.00</u>	

Payment Advice #: 11806
 Vendor / Payee: CHRIS'S QUALITY HOME & LAWN
 Type: Accounting Warrant
 Purpose:
 Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$1,390.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
5.00	Parks Mow	Month of June	\$170.00	\$850.00	7-1-2014
4.00	Senior ctr	Month of June	\$135.00	\$540.00	7-1-2014b

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 15-2014	1000-320-431-0000	Repairs and Maintenance of Buildings and Land	\$850.00	O
08/01/2014	08/01/2014	AW	BC 37-2014	2901-390-399-0000	Other - Other Contractual Services	\$540.00	O
						<u>\$1,390.00</u>	

Payment Advice #: 11807
 Vendor / Payee: MORTON SALT
 Type: Accounting Warrant
 Purpose:
 Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$4,949.23

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
115.91	ton	Summer Supply/Stock - Road Salt	\$36.37	\$4,215.65	5400496360

Payment Register Detail

7/28/2014 to 8/31/2014

20 17 ton Summer Supply/Stock - Road Salt \$36.37 \$733.58 5400495656

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 34-2014	2021-620-420-0000	Operating Supplies and Materials	\$4,949.23	O
						<u>\$4,949.23</u>	

Payment Advice #: 11808 Status: Outstanding
 Vendor / Payee: GEAUGA COUNTY Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$90.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Lab	Coliform	\$90.00	\$90.00	7-1-2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 88-2014	5101-533-420-0000	Operating Supplies and Materials	\$90.00	O
						<u>\$90.00</u>	

Payment Advice #: 11809 Status: Outstanding
 Vendor / Payee: GAZETTE PUBLISHING Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$45.38

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Legal Notic	Legislation passed	\$45.38	\$45.38	83176

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 81-2014	1000-710-325-0000	Advertising	\$45.38	O
						<u>\$45.38</u>	

Payment Advice #: 11810 Status: Outstanding
 Vendor / Payee: SHERWIN WILLIAMS Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$520.08

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		Road Paint for M&R	\$512.65	\$512.65	4583-4
1.00		Strainer	\$7.43	\$7.43	4428-2

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 29-2014	2011-620-420-0000	Operating Supplies and Materials	\$520.08	O
						<u>\$520.08</u>	

Payment Register Detail

7/28/2014 to 8/31/2014

Payment Advice #: 11811 Status: Outstanding
 Vendor / Payee: FIRST COMMUNICATIONS Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$59.69

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	Admin	Long Distance	\$59.69	\$59.69	12459806	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 23-2014	1000-790-391-0000	Dues and Fees	\$59.69	O
						\$59.69	

Payment Advice #: 11812 Status: Outstanding
 Vendor / Payee: CHARLES E HARRIS & ASSOCIATES, INC. Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$2,850.00

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	Final / 2 of	2012/2013 Audit Services	\$2,850.00	\$2,850.00	6-30-14	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 82-2014	1000-745-342-0000	Auditing Services	\$2,850.00	O
						\$2,850.00	

Payment Advice #: 11813 Status: Outstanding
 Vendor / Payee: VISA Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$1,999.96

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	Sewer #33	Electrcal supplies/parts/materials	\$415.91	\$415.91	7-13-14	
1.00	Sewer#33C	Trailer Wire Kit - Harbor Freight	\$5.99	\$5.99		
1.00	Sewer #33	Ball Pein Hammer/Chisel/ _ Water dept	\$29.98	\$29.98		
1.00	M&R #282	Stratton - WeatherShield & Screws - Home Depot	\$312.78	\$312.78	7-13-14B	
1.00	M&R #282	MR - Drill Kit and Avanti Pro 12" - Home Depot	\$249.39	\$249.39		
1.00	M&R #282	Village Hall - 75pk Tapcon - Home Depot	\$16.42	\$16.42		
1.00	M&R #282	Cemetery - Stockade Fence Panel - Home Depot	\$29.97	\$29.97		
1.00	M&R #282	Scaffolding Net Roll - Village Hall - Global Industrial	\$215.73	\$215.73		
1.00	Mayor's #2	Lunch Meeting - Britton, Bailey, Mabe, Grafton, Cahill, Frager	\$144.28	\$144.28	7-13-14C	
1.00	Admin #11	OAPT/Parking/Gas	\$76.85	\$76.85	7-13-14D	
1.00	Admin #11	Toilet Paper - Village Hall	\$19.50	\$19.50		
1.00	Admin #11	Office Supplies/New Employee file jackets	\$192.60	\$192.60		
1.00	Admin#112	Am Water Works Manual downloaded - Water Dept	\$76.00	\$76.00		
1.00	Water #11	Water Dept - Hydrant 5ft Bury, Premium Ratchet Carbx 4 pk	\$84.98	\$84.98	7-13-14E	
1.00	Police #11	Go Daddy Charges - Email Hosting	\$129.58	\$129.58	7-13-14F	

Payment Register Detail

7/28/2014 to 8/31/2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 66-2014	1000-110-329-0000	Other-Communications, Printing & Advertising	\$129.58	O
08/01/2014	08/01/2014	AW	BC 11-2014	1000-110-420-0000	Operating Supplies and Materials	\$9.75	O
08/01/2014	08/01/2014	AW	BC 91-2014	1000-390-390-4000	Other Contractual Services{STRATTON PLACE}	\$312.78	O
08/01/2014	08/01/2014	AW	BC 22-2014	1000-790-252-0000	Travel and Transportation	\$76.85	O
08/01/2014	08/01/2014	AW	BC 24-2014	1000-790-410-0000	Office Supplies and Materials	\$192.60	O
08/01/2014	08/01/2014	AW	BC 25-2014	1000-790-420-0000	Operating Supplies and Materials	\$144.28	O
08/01/2014	08/01/2014	AW	BC 25-2014	1000-790-420-0000	Operating Supplies and Materials	\$9.75	O
08/01/2014	08/01/2014	AW	BC 71-2014	1000-790-431-0000	Repairs and Maintenance of Buildings and Land	\$232.15	O
08/01/2014	08/01/2014	AW	BC 76-2014	2011-620-440-0000	Small Tools and Minor Equipment	\$249.39	O
08/01/2014	08/01/2014	AW	BC 34-2014	2031-240-420-0000	Operating Supplies and Materials	\$29.97	O
08/01/2014	08/01/2014	AW	BC 93-2014	5101-533-420-0000	Operating Supplies and Materials	\$29.98	O
08/01/2014	08/01/2014	AW	BC 92-2014	5101-533-420-0000	Operating Supplies and Materials	\$84.98	O
08/01/2014	08/01/2014	AW	BC 48-2014	5101-533-420-7000	Operating Supplies and Materials{FUEL}	\$76.00	O
08/01/2014	08/01/2014	AW	BC 52-2014	5201-549-420-0000	Operating Supplies and Materials	\$421.90	O

Payment Advice #: 11814
 Vendor / Payee: ILLUMINATING COMPANY
 Type: Accounting Warrant
 Purpose:
 Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$6,556.55

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Traffic Ligt	110 067 907 052	\$9.90	\$9.90	7-21-14
1.00	Traffic Ligt	110 068 973 830	\$8.99	\$8.99	7-18-14
1.00	Master Acc	210 000 420 005	\$6,537.66	\$6,537.66	7-25-2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 4-2014	1000-110-311-0000	Electricity	\$281.38	O
08/01/2014	08/01/2014	AW	PO 4-2014	1000-390-311-0000	Electricity	\$127.46	O
08/01/2014	08/01/2014	AW	PO 4-2014	1000-710-311-0000	Electricity	\$652.04	O
08/01/2014	08/01/2014	AW	PO 4-2014	1000-790-311-1005	Electricity{TRAFFIC LIGHTS}	\$18.89	O
08/01/2014	08/01/2014	AW	PO 4-2014	2011-620-311-0000	Electricity	\$90.54	O
08/01/2014	08/01/2014	AW	PO 4-2014	2901-330-311-0000	Electricity	\$851.31	O
08/01/2014	08/01/2014	AW	PO 4-2014	5101-531-311-0000	Electricity	\$1,041.89	O
08/01/2014	08/01/2014	AW	PO 4-2014	5201-541-311-0000	Electricity	\$3,513.04	O
						\$6,556.55	

Payment Advice #: 11815
 Vendor / Payee: GUARDIAN - BETHLEHEM
 Type: Accounting Warrant
 Purpose:
 Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$1,359.56

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Vision/Den	Group #00 413054	\$1,359.56	\$1,359.56	7-31-2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 3-2014	1000-110-221-0000	Medical/Hospitalization	\$256.62	O

Payment Register Detail

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08/01/2014	08/01/2014	AW	BC 5-2014	1000-790-221-0000	Medical/Hospitalization	\$397.23	0
08/01/2014	08/01/2014	AW	BC 6-2014	2011-620-221-0000	Medical/Hospitalization	\$219.09	0
08/01/2014	08/01/2014	AW	BC 8-2014	5101-531-221-0000	Medical/Hospitalization	\$221.12	0
08/01/2014	08/01/2014	AW	BC 9-2014	5201-541-221-0000	Medical/Hospitalization	\$265.50	0
						<u>\$1,359.56</u>	

Payment Advice #: 11816 **Status:** Outstanding
Vendor / Payee: ANTHEM BCBS OH GROUP **Post Date:** 08/01/2014
Type: Accounting Warrant **Transaction Date:** 08/01/2014
Purpose: **Original Amount:** \$10,990.93

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		GROUP HEALTH INSURANCE	\$10,990.93	\$10,990.93	119032327

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 3-2014	1000-110-221-0000	Medical/Hospitalization	\$55.80	0
08/01/2014	08/01/2014	AW	BC 4-2014	1000-720-221-0000	Medical/Hospitalization	\$188.98	0
08/01/2014	08/01/2014	AW	BC 5-2014	1000-790-221-0000	Medical/Hospitalization	\$2,141.46	0
08/01/2014	08/01/2014	AW	BC 6-2014	2011-620-221-0000	Medical/Hospitalization	\$2,202.72	0
08/01/2014	08/01/2014	AW	BC 8-2014	5101-531-221-0000	Medical/Hospitalization	\$3,059.96	0
08/01/2014	08/01/2014	AW	BC 9-2014	5201-541-221-0000	Medical/Hospitalization	\$3,342.01	0
						<u>\$10,990.93</u>	

Payment Advice #: 11817 **Status:** Outstanding
Vendor / Payee: PITNEY BOWES **Post Date:** 08/01/2014
Type: Accounting Warrant **Transaction Date:** 08/01/2014
Purpose: **Original Amount:** \$2,062.01

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		POSTAGE 2 REFILLS ON POSTAGE MEETER	\$2,062.01	\$2,062.01	7-6-14

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 55-2014	1000-110-322-0000	Postage	\$41.21	0
08/01/2014	08/01/2014	AW	BC 56-2014	1000-710-322-0000	Postage	\$184.41	0
08/01/2014	08/01/2014	AW	BC 68-2014	1000-720-410-0000	Office Supplies and Materials	\$206.21	0
08/01/2014	08/01/2014	AW	BC 57-2014	1000-790-322-0000	Postage	\$175.20	0
08/01/2014	08/01/2014	AW	BC 45-2014	2901-390-420-0000	Operating Supplies and Materials	\$52.80	0
08/01/2014	08/01/2014	AW	BC 58-2014	5101-531-322-0000	Postage	\$701.09	0
08/01/2014	08/01/2014	AW	BC 59-2014	5201-541-322-0000	Postage	\$701.09	0
						<u>\$2,062.01</u>	

Payment Advice #: 11818 **Status:** Outstanding
Vendor / Payee: ASGARD DEVELOPMENT **Post Date:** 08/01/2014
Type: Accounting Warrant **Transaction Date:** 08/01/2014
Purpose: **Original Amount:** \$167.88

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
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Payment Register Detail

7/28/2014 to 8/31/2014

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	RENEWAL	ANNUAL WEB-HOSTING RENEWAL	\$167.88	\$167.88	259

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 25-2014	1000-790-420-0000	Operating Supplies and Materials	\$167.88	O
						\$167.88	

Payment Advice #: 11819 Status: Outstanding
 Vendor / Payee: CARQUEST AUTO PARTS Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$243.10

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	FOR BACH	HYD FILTER	\$42.16	\$42.16	1562-176774
1.00		OIL FILTER	\$4.69	\$4.69	1562-177080
1.00	CAT	BELT	\$28.22	\$28.22	1562-177077
1.00		FUEL FILTER	\$11.05	\$11.05	1562-177102
1.00		UNIV LIFT SUPPORT	\$16.37	\$16.37	1562-177167
12.00	QT	MOTOR OIL FOR CEMETERY MOWERS	\$3.95	\$47.40	1562-177235
1.00	FOR BACH	AIR FILTER, HYD FILTERS, OIL	\$93.21	\$93.21	1562-176707

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 33-2014	2011-620-432-0000	Repairs and Maintenance of Machinery & Equip	\$243.10	O
						\$243.10	

Payment Advice #: 11820 Status: Outstanding
 Vendor / Payee: STAPLES BUSINESS ADVANTAGE Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$172.18

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	MISC	OFFICE SUPPLIES	\$172.18	\$172.18	80305615052

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 24-2014	1000-790-410-0000	Office Supplies and Materials	\$172.18	O
						\$172.18	

Payment Advice #: 11821 Status: Outstanding
 Vendor / Payee: VERIZON WIRELESS Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$538.89

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		Verizon Cell Phones acct# 383141150-00001	\$238.51	\$238.51	9727942149
1.00	POLICE	AIR CARDS	\$300.38	\$300.38	9728851072

Payment Register Detail

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Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 12-2014	1000-110-321-3210	Telephone(CELL PHONES)	\$49.91	O
08/01/2014	08/01/2014	AW	PO 12-2014	1000-110-321-3210	Telephone(CELL PHONES)	\$300.38	O
08/01/2014	08/01/2014	AW	PO 12-2014	1000-710-321-3210	Telephone(CELL PHONES)	\$29.96	O
08/01/2014	08/01/2014	AW	PO 12-2014	2011-620-321-3210	Telephone(CELL PHONES)	\$95.96	O
08/01/2014	08/01/2014	AW	PO 12-2014	5101-531-321-3210	Telephone(CELL PHONES)	\$32.18	O
08/01/2014	08/01/2014	AW	PO 12-2014	5201-541-321-3210	Telephone(CELL PHONES)	\$30.50	O
						<u>\$538.89</u>	

Payment Advice #: 11822

Vendor / Payee: MILLER & COMPANY

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/01/2014

Transaction Date: 08/01/2014

Original Amount: \$378.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	UNIT	HANDICAP PORTA POTTY - VILLAGE PARK	\$166.00	\$166.00	326358
1.00	UNIT	REGULAR PORTA POTTY - DANA'S PARK	\$106.00	\$106.00	326357
1.00	UNIT	REGULAR PORTA-POTTY - CEMETERY	\$106.00	\$106.00	326182

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 14-2014	1000-320-420-0000	Operating Supplies and Materials	\$272.00	O
08/01/2014	08/01/2014	AW	BC 34-2014	2031-240-420-0000	Operating Supplies and Materials	\$106.00	O
						<u>\$378.00</u>	

Payment Advice #: 11823

Vendor / Payee: KOSKI CONSTRUCTION CO.

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/01/2014

Transaction Date: 08/01/2014

Original Amount: \$891.80

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
6.86	TON	COLDMIX	\$130.00	\$891.80	13793

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 29-2014	2011-620-420-0000	Operating Supplies and Materials	\$111.80	O
08/01/2014	08/01/2014	AW	PO 96-2014	2021-620-420-0000	Operating Supplies and Materials	\$780.00	O
						<u>\$891.80</u>	

Payment Advice #: 11824

Vendor / Payee: GRAND RIVER ASPHALT, INC.

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/01/2014

Transaction Date: 08/01/2014

Original Amount: \$1,402.48

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
5.77	TON	ASPHALT	\$58.50	\$337.54	GR0120963

Payment Register Detail

7/28/2014 to 8/31/2014

10.00	GALLONS	PG 64-22				\$6.50	\$65.00	GR0120963
2.00	PAISL	5 GALLON STEEL PAIL				\$12.00	\$24.00	GR0120963
4.09	TON	ASPHALT				\$58.50	\$239.26	GR0121003
10.00	GALLONG	PG 64-22				\$6.50	\$65.00	GR0121003
2.00	PAISL	5 GALLON STEEL PAILS				\$12.00	\$24.00	GR0121003
12.22	TON	ASPHALT				\$53.00	\$647.66	GR0120952

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 29-2014	2011-620-420-0000	Operating Supplies and Materials	\$701.24	O
08/01/2014	08/01/2014	AW	BC 92-2014	5101-533-420-0000	Operating Supplies and Materials	\$701.24	O
						<u>\$1,402.48</u>	

Payment Advice #: 11825
 Vendor / Payee: DOMINION EAST OHIO GAS
 Type: Accounting Warrant
 Purpose:
 Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$154.92

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	POLICE G.	9 5000 3478 7888	\$29.82	\$29.82	7-23-14A
1.00	STRATTOI	9 4414 0035 7567	\$27.87	\$27.87	7-23-14B
1.00	ADMIN/PD	5 4413 0035 7541	\$27.83	\$27.83	7-23-14C
1.00	SENIOR C	4 4414 0035 7579	\$37.94	\$37.94	7-23-14D
1.00	M&R GAR.	7 7747 0035 7585	\$31.46	\$31.46	7-23-14D

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 5-2014	1000-110-313-0000	Natural Gas	\$43.74	O
08/01/2014	08/01/2014	AW	PO 5-2014	1000-390-313-0000	Natural Gas	\$27.87	O
08/01/2014	08/01/2014	AW	PO 5-2014	1000-710-313-0000	Natural Gas	\$13.91	O
08/01/2014	08/01/2014	AW	PO 5-2014	2011-620-313-0000	Natural Gas	\$31.46	O
08/01/2014	08/01/2014	AW	PO 5-2014	2901-330-313-0000	Natural Gas	\$37.94	O
						<u>\$154.92</u>	

Payment Advice #: 11826
 Vendor / Payee: CONNEAUT TELEPHONE CO., INC.
 Type: Accounting Warrant
 Purpose:
 Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$6,000.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		WEBSITE DEVELOPMENT CONTRACT	\$6,000.00	\$6,000.00	2727

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 101-2014	1000-800-590-0000	Other - Capital Outlay	\$6,000.00	O
						<u>\$6,000.00</u>	

Payment Advice #: 11827
 Vendor / Payee: URS CORPORATION
 Status: Outstanding
 Post Date: 08/01/2014

Payment Register Detail

7/28/2014 to 8/31/2014

Type: Accounting Warrant
 Purpose: Transaction Date: 08/01/2014
 Original Amount: \$1,350.00

Detail					
Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	RETAINER	SERVICES ENDING 7-4-14	\$1,350.00	\$1,350.00	5943045

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 28-2014	1000-790-346-0000	Engineering Services	\$1,350.00	O
						\$1,350.00	

Payment Advice #: 11828
 Vendor / Payee: DRIER & MALLER, INC.
 Type: Accounting Warrant
 Purpose: Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$915.15

Detail					
Quantity	Units	Description	Unit Price	Extended Price	Invoice #
20.00	PARTS	MANHOLES	\$41.00	\$820.00	42551
1.00	FREIGHT	SHIPPING	\$95.15	\$95.15	42551

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 51-2014	5201-542-399-5001	Other - Other Contractual Services(REFUNDS)	\$95.15	O
08/01/2014	08/01/2014	AW	PO 91-2014	5201-800-590-0000	Other - Capital Outlay	\$820.00	O
						\$915.15	

Payment Advice #: 11829
 Vendor / Payee: STAR EXCAVATING
 Type: Accounting Warrant
 Purpose: Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$72.00

Detail					
Quantity	Units	Description	Unit Price	Extended Price	Invoice #
4.00	YARDS	SCREENED TOPSOIL	\$18.00	\$72.00	8960

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 92-2014	5101-533-420-0000	Operating Supplies and Materials	\$72.00	O
						\$72.00	

Payment Advice #: 11830
 Vendor / Payee: WASTE MANAGEMENT OF OHIO INC.
 Type: Accounting Warrant
 Purpose: Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$322.94

Detail					
Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	ADMIN/PO	VILLAGE HALL TRASH SERVICE	\$19.90	\$19.90	5023398-1378-9
1.00	STRATTOI	TRASH SERVICE	\$87.15	\$87.15	5021640-1378-6

Payment Register Detail

7/28/2014 to 8/31/2014

1.00	SENIOR C TRASH SERVICE	\$87.15	\$87.15	5021639-1378-8
1.00	ROAD GAI TRASH SERVICE	\$128.74	\$128.74	5021638-1378-0

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 20-2014	1000-110-399-0000	Other - Other Contractual Services	\$9.95	O
08/01/2014	08/01/2014	AW	BC 91-2014	1000-390-390-4000	Other Contractual Services{STRATTON PLACE}	\$87.15	O
08/01/2014	08/01/2014	AW	PO 20-2014	1000-790-399-0000	Other - Other Contractual Services	\$9.95	O
08/01/2014	08/01/2014	AW	PO 20-2014	2011-620-398-0000	Garbage and Trash Removal	\$128.74	O
08/01/2014	08/01/2014	AW	BC 37-2014	2901-390-399-0000	Other - Other Contractual Services	\$87.15	O
						<u>\$322.94</u>	

Payment Advice #: 11831 Status: Outstanding
 Vendor / Payee: MADISON PET & GARDEN, INC. Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$112.94

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		Kill-Zall	\$14.95	\$14.95	949139
1.00		50# CLASSIC SPLIT CEMETERY/WATER DEPT	\$83.00	\$83.00	949314
1.00		KILLZALL	\$14.99	\$14.99	949314

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 29-2014	2011-620-420-0000	Operating Supplies and Materials	\$14.95	O
08/01/2014	08/01/2014	AW	BC 34-2014	2031-240-420-0000	Operating Supplies and Materials	\$56.49	O
08/01/2014	08/01/2014	AW	BC 92-2014	5101-533-420-0000	Operating Supplies and Materials	\$41.50	O
						<u>\$112.94</u>	

Payment Advice #: 11832 Status: Outstanding
 Vendor / Payee: JIM DOHERTY TRUCKING, INC. Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$250.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Haul	Sludge	\$125.00	\$125.00	22463
1.00	HAUL	SLUDGE HAULING	\$125.00	\$125.00	22509

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 51-2014	5201-542-399-5001	Other - Other Contractual Services{REFUNDS}	\$125.00	O
08/01/2014	08/01/2014	AW	BC 51-2014	5201-542-399-5001	Other - Other Contractual Services{REFUNDS}	\$125.00	O
						<u>\$250.00</u>	

Payment Advice #: 11833 Status: Outstanding
 Vendor / Payee: NORTH COAST ENVIRONMENTAL LAB., INC. Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$154.00

Payment Register Detail

7/28/2014 to 8/31/2014

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
3.00	Lab	Ammonia	\$15.00	\$45.00	32370
1.00	lab	Phosphorus	\$8.00	\$8.00	32370
2.00	Lab	Ammonia	\$15.00	\$30.00	32163
3.00	LABS	AMMONIA	\$15.00	\$45.00	32419
1.00	LAB	OIL AND GREASE	\$18.00	\$18.00	32419
1.00	LAB	PHOSPHORUS	\$8.00	\$8.00	32419

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 27-2014	5201-549-399-0000	Other - Other Contractual Services	\$83.00	O
08/01/2014	08/01/2014	AW	PO 27-2014	5201-549-399-0000	Other - Other Contractual Services	\$71.00	O
						<u>\$154.00</u>	

Payment Advice #: 11834 **Status:** Outstanding
Vendor / Payee: HD SUPPLY WATERWORKS - EASTLAKE **Post Date:** 08/01/2014
Type: Accounting Warrant **Transaction Date:** 08/01/2014
Purpose: **Original Amount:** \$999.44

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	METER	2" METER FOR 25 EDWARDS ST	\$934.44	\$934.44	C587480
1.00		BRASS OVAL METER FLG SET W/BID SEQ #20	\$65.00	\$65.00	C587480

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 92-2014	5101-533-420-0000	Operating Supplies and Materials	\$65.00	O
08/01/2014	08/01/2014	AW	PO 90-2014	5101-543-420-8000	Operating Supplies and Materials(METERS & HYDRANTS)	\$934.44	O
						<u>\$999.44</u>	

Payment Advice #: 11835 **Status:** Outstanding
Vendor / Payee: DOUG COVERT **Post Date:** 08/01/2014
Type: Accounting Warrant **Transaction Date:** 08/01/2014
Purpose: **Original Amount:** \$308.32

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
372.00	MILES	REIMBURSEMENT TRAINING COURSE AT OPOTA LONDON OHIO	\$0.56	\$208.32	
1.00		MEAL REIMBURSEMENT	\$100.00	\$100.00	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 76-2014	1000-110-252-0000	Travel and Transportation	\$308.32	O
						<u>\$308.32</u>	

Payment Advice #: 11836 **Status:** Outstanding
Vendor / Payee: MADISON VILLAGE **Post Date:** 08/01/2014
Type: Accounting Warrant **Transaction Date:** 08/01/2014
Purpose: **Original Amount:** \$11.89

Payment Register Detail

7/28/2014 to 8/31/2014

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	APPLY DE	BULK WATER ACCT/ C. KING	\$11.89	\$11.89	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	Direct	5781-599-620-0000	Deposits Applied	\$11.89	O
						\$11.89	

Payment Advice #: 11837
 Vendor / Payee: TONI OR CHUCK KING
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$38.11

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REFUND	DIFF OF SEC DEPOSIT / BULK WATER CLOSED ACCOUNT	\$38.11	\$38.11	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	Direct	5781-599-610-0000	Deposits Refunded	\$38.11	O
						\$38.11	

Payment Advice #: 11838
 Vendor / Payee: JENNIFER GOULD
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$4.99

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		REFUND BALANCE OF SECURITY DEPOSIT	\$4.99	\$4.99	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	Direct	5781-599-610-0000	Deposits Refunded	\$4.99	O
						\$4.99	

Payment Advice #: 11839
 Vendor / Payee: MADISON VILLAGE WATER/SEWER
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 08/01/2014
 Transaction Date: 08/01/2014
 Original Amount: \$142.01

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Water Bill	Senior Ctr 00307200	\$47.00	\$47.00	7/15/14
1.00	80204100	APPLY SECURITY DEPOSIT	\$95.01	\$95.01	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 3R-2014	2901-330-312-0000	Water and Sewage	\$47.00	O

Payment Register Detail

7/28/2014 to 8/31/2014

08/01/2014 08/01/2014 AW Direct 5781-599-620-0000 Deposits Applied \$95.01 O

\$142.01

Payment Advice #: 11840 **Status:** Outstanding
Vendor / Payee: ATWELL'S POLICE & FIRE EQUIPMENT **Post Date:** 08/01/2014
Type: Accounting Warrant **Transaction Date:** 08/01/2014
Purpose: **Original Amount:** \$44.49

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		POLICE/SUPPLIES	\$44.49	\$44.49	75251

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 60-2014	1000-110-270-0000	Uniforms and Clothing	\$44.49	O
						<u>\$44.49</u>	

Payment Advice #: 11841 **Status:** Outstanding
Vendor / Payee: NAPA AUTO PARTS **Post Date:** 08/01/2014
Type: Accounting Warrant **Transaction Date:** 08/01/2014
Purpose: **Original Amount:** \$8.44

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	WATER DI	IMPACT SOCKET	\$8.44	\$8.44	846231

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 92-2014	5101-533-420-0000	Operating Supplies and Materials	\$8.44	O
						<u>\$8.44</u>	

Payment Advice #: 11842 **Status:** Outstanding
Vendor / Payee: DIGITAL IMAGING SPECIALIST **Post Date:** 08/01/2014
Type: Accounting Warrant **Transaction Date:** 08/01/2014
Purpose: **Original Amount:** \$1,149.23

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
4.00	CASES	WINDOW ENVELOPES	\$75.91	\$303.64	072914
4.00	CASES	PLAIN ENVELOPES	\$75.91	\$303.64	072914
4.00	CASES	GREEN ENVELOPES	\$104.83	\$419.31	072914
12.00	REAMS	UTILITY BILLING PAPER	\$10.22	\$122.64	072914

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 24-2014	1000-790-410-0000	Office Supplies and Materials	\$303.63	O
08/01/2014	08/01/2014	AW	BC 94-2014	5101-532-410-0000	Office Supplies and Materials	\$422.80	O
08/01/2014	08/01/2014	AW	BC 95-2014	5201-542-410-0000	Office Supplies and Materials	\$422.80	O
						<u>\$1,149.23</u>	

Payment Register Detail

7/28/2014 to 8/31/2014

Payment Advice #: 11843 Status: Outstanding
 Vendor / Payee: AVALON PEST CONTROL SVCS Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$120.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SERVICE	STRATTON PLACE	\$25.00	\$25.00	52901
1.00	SERVICE	ADMIN/POLICE	\$25.00	\$25.00	52898
1.00	SERVICE	M&R GARAGE	\$35.00	\$35.00	52899
1.00	SERVICE	POLICE GARAGE	\$35.00	\$35.00	52900

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 76-2014	1000-110-399-0000	Other - Other Contractual Services	\$47.50	O
08/01/2014	08/01/2014	AW	PO 76-2014	1000-320-439-0000	Other - Repairs and Maintenance	\$25.00	O
08/01/2014	08/01/2014	AW	PO 76-2014	1000-755-390-0000	Other Contractual Services	\$10.00	O
08/01/2014	08/01/2014	AW	PO 76-2014	1000-790-399-0000	Other - Other Contractual Services	\$2.50	O
08/01/2014	08/01/2014	AW	PO 76-2014	2011-620-399-0000	Other - Other Contractual Services	\$35.00	O
						\$120.00	

Payment Advice #: 11844 Status: Outstanding
 Vendor / Payee: JOSEPH PETER SZEMAN, ESQ. Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$2,167.50

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
5.30	HOURS	POLICE/PROSECUTION	\$100.00	\$530.00	020-2014-07
13.10	HOURS	CIVIL	\$125.00	\$1,637.50	020-2014-07

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	PO 81-2014	1000-790-341-0000	Accounting and Legal Fees	\$530.00	O
08/01/2014	08/01/2014	AW	PO 81-2014	1000-790-341-0000	Accounting and Legal Fees	\$1,637.50	O
						\$2,167.50	

Payment Advice #: 11845 Status: Outstanding
 Vendor / Payee: CINTAS FIRST AID & SAFETY Post Date: 08/01/2014
 Type: Accounting Warrant Transaction Date: 08/01/2014
 Purpose: Original Amount: \$267.01

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	VILLAGE F	FIRST AID/MEDICAL CABINET	\$109.76	\$109.76	5001582407
1.00	ROAD DE	FIRST AID/MEDICAL CABINET	\$157.25	\$157.25	5001582407

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/01/2014	08/01/2014	AW	BC 11-2014	1000-110-420-0000	Operating Supplies and Materials	\$54.88	O
08/01/2014	08/01/2014	AW	BC 25-2014	1000-790-420-0000	Operating Supplies and Materials	\$54.88	O
08/01/2014	08/01/2014	AW	BC 29-2014	2011-620-420-0000	Operating Supplies and Materials	\$157.25	O

Payment Register Detail

7/28/2014 to 8/31/2014

\$267 01

Total Payments: \$56,571.19

Type AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

1st Reading, July 7, 2014
2nd Reading, July 21, 2014
3rd Reading, August 4, 2014

Sponsored / Introduced by: Mayor Britton

RESOLUTION NO. 12 - 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH CHAGRIN RIVER WATERSHED PARTNERS, INC.
FOR PROFESSIONAL SERVICES RELATED TO THE
ARCOLA CREEK HEADWATERS RESTORATION PROJECT**

WHEREAS, the Village requires professional services to provide for administration and related activities for the Arcola Creek Headwaters Restoration Project; and

WHEREAS, Chagrin River Watershed Partners, Inc. is a non-profit established by various public entities with expertise in environmental regulatory matters which is able to provide the administrative oversight necessary for the subject project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO, THAT:

SECTION 1. The Mayor is authorized to sign the contract with Chagrin River Watershed Partners, Inc. in an amount not to exceed five thousand dollars (\$5,000.00), said contract being attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. 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, including §121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution shall take effect at the earliest time provided by law.

PASSED: _____

Kenneth D. Takacs,
President of Council

Attested:

Kristie M. Crockett,
Acting Fiscal Officer / Clerk of Council

Approved:

Date: _____

Sam Britton Jr.,
Mayor



CONTRACT AGREEMENT
Arcola Creek Headwaters Restoration

Madison Village Project Contact, Address & Telephone: Dwayne Bailey, 126 West Main Street, Madison, OH 44057, (440)-428-7526
CRWP Project Contact, Address & Telephone: Keely Davidson-Bennett, PO Box 229, Willoughby, Ohio 44096-0229 (440) 975-3870
Contract Period: June 24, 2014 – June 30, 2017

SECTION A: PURPOSE AND BACKGROUND

The purpose of this contract is to formalize the relationship between the Chagrin River Watershed Partners, Inc. (hereafter referred to as CRWP) and Madison Village regarding the administration of the Ohio Environmental Protection Agency (hereafter referred to as Ohio EPA) Section 319(h) Nonpoint Source Project Grant (hereafter referred to as Section 319) reporting for the Arcola Creek Headwaters Restoration Project (hereafter referred to as the Project).

The parties to this contract hereby recognize the following background to this contract:

1. CRWP is a non-profit corporation formed by communities in the Chagrin River watershed to assist those communities to address current, and minimize new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.
2. Madison Village has acquired a Section 319 grant for the Project from Ohio EPA.
3. Madison Village is a Member of Lake County Stormwater Management Department (LCSMD), and CRWP has a Memorandum of Understanding with LCSMD to provide services to LCSMD Member Communities.
4. The Project includes restoration of an unnamed headwater stream of Arcola Creek on Madison Village’s Fairview Memorial Park property.

SECTION B: MADISON VILLAGE COMMITMENTS

Under this contract, Madison Village agrees to the following:

1. Utilize CRWP for the grant administration, education and outreach, and subcontract requirements associated with the grant.
2. Include CRWP in meetings and presentations related to the project, and provide CRWP with any supporting material necessary to fulfill the above commitments.
3. Review CRWP documents associated with the Project and ensure they meet the requirements of Madison Village.
4. Track and document any necessary Madison Village information towards the grant project and provide information quarterly to CRWP for 319 grant reporting.



SECTION C: CRWP COMMITMENTS

Under this contract, CRWP agrees to the following:

1. Administer the Section 319 grant, through report preparation with information provided by Madison Village and its subcontractors.
2. Conduct education and outreach for the Project in partnership with Madison Village.
3. Review bid and construction documents associated with the Project to ensure restoration practices are approved by Ohio EPA.

SECTION D: SPECIFIC PROGRAM REQUIREMENTS

1. Madison Village shall indemnify and save harmless CRWP, its agents, servants, and employees from and against any claim, demand, or cause of action to the extent arising out of the negligent act, error, or omission of Madison Village, its agents, servants, or employees in the performance of services under this contract.
2. Madison Village must comply with all laws and is responsible for all effects or actions resulting from its performance under this contract.
3. This contract shall incorporate the requirements of the grant contract between Ohio EPA and Madison Village under the Ohio EPA Section 319(h) Nonpoint Source Project Grant.
4. CRWP shall complete all reimbursable activities and submit written request for reimbursement within the contract period as detailed below.

SECTION E: PAYMENTS

1. Madison Village hereby offers funding of \$5,000 for CRWP to complete grant administration, education, and subcontract review as detailed above for the Project. The funding will be available to CRWP as a quarterly reimbursement as completed grant reports are completed by CRWP.
2. In order to receive payment, CRWP must file an invoice for staff time spent on activities related to completion of this contract. CRWP will maintain timecards of all staff time in accordance with grant procedures.
3. Eligible costs under this contract may include CRWP staff time undertaken within the contract period.
4. Upon submission of CRWP invoice(s) for staff time spent on activities related to completion of this contract Madison Village will release payment.

SECTION F: GENERAL TERMS AND CONDITIONS

1. Madison Village and CRWP may modify this contract by mutual written agreement.



2. All documents supported in whole or in part by this contract shall acknowledge that financial assistance was provided by the Ohio Environmental Protection Agency follows:

“This product or publication was financed in part or totally through a grant from the Ohio Environmental Protection Agency and the United States Environmental Protection Agency, under the provisions of Section 319(h) of the Clean Water Act. The contents and views, including any opinions, findings, or conclusions or recommendation, contained in this publication are those of the authors and have not been subject to any U.S. EPA or Ohio EPA peer or administrative review and may not necessarily reflect the views of either Agency, and no official endorsement should be inferred.”

3. If Madison Village and/or CRWP fail to carry out terms of the contract, CRWP or Madison Village may terminate this contract or determine that such failure does not warrant termination. In either case, CRWP may require Madison Village to reimburse for any work performed up until the termination of the contract.
4. CRWP or Madison Village may terminate this contract, in whole or in part, without liability, if either party determines that continued operation of this contract will result in the violation of a Federal or State statute or regulation, or that termination would be in the public interest.
5. This contract shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
6. Any and all disputes arising under this contract shall be brought in a court of competent jurisdiction in Lake County, Ohio.

SECTION G: NOTICE

All notices or communications concerning this Contract shall be in writing and delivered to the following:

To Madison Village:
Mayor Sam Britton
Madison Village
126 West Main Street
Madison, OH 44057

To CRWP:
Mr. Greg Studen, Board President
Chagrin River Watershed Partners, Inc.
P.O. Box 229
Willoughby, OH 44094

SECTION H: CONTRACT EFFECTIVE DATE

This contract is effective when signed by Madison Village and CRWP. Except as otherwise provided for herein, this contract may not be terminated or modified unless by mutual written agreement between the parties. In the event that a statute is enacted during the period of this contract that would materially change the terms and conditions of this contract, CRWP may require Madison Village to elect between modifying this contract consistent with the provisions of such statute or contract termination.



This contract shall become effective when signed and dated by CRWP and Madison Village.

Greg Studen, Board President
Chagrin River Watershed Partners, Inc.

Date _____

Sam Britton, Mayor
Madison Village

Date _____

1st Reading, July 21, 2014
2nd Reading, August 4, 2014

Sponsored / Introduced by: Mayor Britton,
Councilman Takacs, Councilman Vest, and
Councilman Frager

RESOLUTION NO. 15 - 2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE MADISON JOINT FIRE DISTRICT FOR THE BUY-OUT OF ITS LEASEHOLD INTERESTS IN THE PROPERTY LOCATED AT 33 NORTH LAKE STREET, MADISON, OHIO

WHEREAS, the Village intends to relocate municipal operations to its property located at 33 North Lake Street whereat the Madison Joint Fire District has operated a fire station and claims certain leasehold interests; and

WHEREAS, the parties have reached an agreement for the Village to buy-out the Fire District's claimed interests and fully and finally resolve any potential legal issues between them.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO, THAT:

SECTION 1. The Mayor is authorized to sign the contract with the Madison Joint Fire District, said contract being attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. 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, including §121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution shall take effect at the earliest time provided by law.

PASSED: _____

Kenneth D. Takacs,
President of Council

Attested:

Kristie M. Crockett,
Acting Fiscal Officer / Clerk of Council

Approved:

Date: _____

Sam Britton Jr.,
Mayor

**AN AGREEMENT BETWEEN THE VILLAGE OF MADISON, OHIO
AND THE MADISON JOINT FIRE DISTRICT FOR THE BUYOUT OF
A LEASEHOLD INTEREST IN 33 NORTH LAKE STREET**

THIS AGREEMENT MADE AND ENTERED INTO AT Madison, Ohio, this 17th day of September, 2014, by and between the VILLAGE OF MADISON, an Ohio municipal corporation, having an address for purposes hereof at 126 West Main Street, Madison, Ohio 44057 (the "Village"); and the MADISON JOINT FIRE DISTRICT, an Ohio body politic formed under the authority of Ohio Revised Code §505.371, having an address for purposes hereof at 840 River Street, Madison, Ohio 44057 (the "District").

Section 1 - Basic Provisions.

(a) The Village is the owner of real property and improvements thereon located at 33 North Lake Street, Madison, Ohio, same being permanent parcel no. 02-A-008-E-00-005-0, the legal description of which is attached hereto as Exhibit 1 and incorporated herein by this reference (hereinafter, the "Premises").

(b) The Premises are the site of a fire station originally constructed by the Village which has been maintained and improved over the course of years for said use. At a time approximate in 1970 with the creation of the Madison Joint Fire District pursuant to a joint resolution of the Village and Township of Madison, the possession, custody and control of the Premises was granted by the Village to the District for its use as a fire station.

(c) The Village desires to retake possession of the Premises for current and future municipal use and extended an offer to the District to buyout its leasehold interest and improvements.

(d) In response to the Village's request, the District reviewed its service requirements and relocated all operations at the Premises to other existing facilities.

WHEREFORE, in consideration of same, the Village and District have agreed that the Village will buyout the District's leasehold interest in the Premises, together with all rights, claims and interests the District may have in any of the improvements to the Premises, and to do so upon the terms and for the consideration set forth herein.

Section 2 - Village's Obligations.

(a) **Compensation.** The Village shall pay to the District the total sum of One Hundred Eighty-Nine Thousand Dollars (\$189,000.00) as follows:

- (1) An earnest money deposit in the sum of Ten Thousand Dollars (\$10,000.00), receipt of which is acknowledged by the District;

- (2) A first installment payment in the sum of Forty-Four Thousand Seven Hundred Fifty Dollars (\$44,750.00), which shall be due and payable on or before June 1, 2015;
- (3) A second installment payment in the sum of Forty-Four Thousand Seven Hundred Fifty Dollars (\$44,750.00), which shall be due and payable on or before June 1, 2016;
- (4) A third installment payment in the sum of Forty-Four Thousand Seven Hundred Fifty Dollars (\$44,750.00), which shall be due and payable on or before June 1, 2017; and
- (5) A fourth and final installment payment in the sum of Forty-Four Thousand Seven Hundred Fifty Dollars (\$44,750.00), which shall be due and payable on or before June 1, 2018.

(b) No Right to Additional Compensation. The District shall be entitled to no additional compensation from the Village for any reason(s) related to the Premises.

(c) Interest. No interest shall be due on any unpaid principal balance, except, in the event the Village defaults on the payment(s) due hereunder and the District should obtain judgment for same, then, statutory interest shall apply from the date of default.

(d) Default. The Village shall be in default if it fails to tender on or before the date(s) due any installment payment(s) to the District pursuant to Section 2(a) herein above. In the event of default, the District may notify the Village that it is declaring default whereupon all unpaid principal shall immediately be due the District and it may pursue available legal remedies.

Section 3 - District's Obligations.

(a) Surrender of Possession. The District shall fully, finally, and forever thereafter have vacated the Premises as of 12:01 a.m. on September 17, 2014 (the "Transfer Date"). It shall have removed all items of its personal property from the Premises by the Transfer Date. The District shall further have removed the fixtures listed in Schedule A, and only those fixtures listed in Schedule A, as of the Transfer Date.

(b) Abandoned Property. The Village shall have no obligation to retain, care for, or otherwise make any arrangements for any District property of whatsoever nature that may remain in or upon the Premises after the Transfer Date, and, any such District property so remaining shall be conclusively deemed abandoned property for which the Village may claim sole and exclusive right of ownership, except, this provision does not apply to District property kept within the storage areas described in Section 5 hereof.

(c) Cleaning. The District shall leave the Premises in broom clean condition.

(d) Utilities. The District shall pay for and remain liable for all outstanding utility services fees, charges, and assessments which may be due but not yet paid as of the Transfer Date.

(e) Cancellation of Non-Utility Services. As of the Transfer Date, the District shall have notified the appropriate parties and cancelled all non-utility services for the Premises, including but not limited, to contracts for landscaping care, janitorial and maintenance services, and pest control.

(f) Insurance. The District shall maintain in full force and effect until the Transfer Date all such policies of insurance for the Premises as are now in effect.

(g) Liens. With respect to any liens filed against the Premises as a consequence of the District's tenancy, the District shall save harmless the Village against all loss, liability, costs, attorney's fees, damages or interest charges as a result of any such lien. The District shall remove, pay, or cancel said lien or secure the payment of any such lien(s) by bond or other security acceptable to the Village. The District shall have the right at all times and at its own expense to contest and defend on behalf of itself or the Village any action involving the collection, validity, or removal of such lien(s) upon giving adequate security to the Village for payment of such lien(s).

(h) Keys and Security. The District shall turn over to the Village all keys, electronic pass cards, remote activators, and other such like means of access to the Premises by the Transfer Date. The District shall further provide to the Village all access and/or security passcodes/passwords for the Premises. If the District is in possession of any user manuals or other such like materials pertaining to these systems, it shall provide same to the Village as of the Transfer Date.

Section 4 - Mutual Promises and Covenants.

(a) Condition of the Premises. The Village acknowledges that it is accepting the Premises in its "as-is" condition as of the effective date of this Agreement. The District makes no warranties or representations regarding the condition of the Premises, including but not limited to utility, mechanical, and structural components.

(b) Responsibility for Post-Inspection Damage. Solely for the purpose of ascertaining compliance with this section and not as any warranty or other representation on the part of the District with respect to the condition of the Premises contrary to subsection (a) above, the parties have conducted a visual walk-through inspection and noted any material existing damage(s) to the Premises on Schedule B attached hereto.

The District shall use all due care to avoid post-inspection damage to the Premises, inclusive of (i) removal of fixtures in a manner not causing damage in excess of that necessary to effect the removal, (ii) causing damage to the mechanical or structural components of any improvements, and (iii) causing damages to any finish materials and fixtures. The District shall repair any such damage(s) it causes. The District is not responsible for any failures or breakages caused by further normal wear and tear.

(c) Release of Claims. Excepting solely for (i) the Village's obligations as set forth in Sections 2 and 5 hereof, and, (ii) the District's obligations as set forth in Section 3 and Section 4(b) hereof, which obligations are of a continuing nature until such time as they are fully satisfied, the parties agree that, in consideration of the aforementioned mutual promises and covenants, the Village and District do each as to the other hereby forever release and discharge any and all past, present and future actions, causes of action, claims, rights, demands,

damages, and all consequential damage on account of, or in any way growing out of any and all known or unknown injuries, death, property damage and/or any other injuries of whatsoever nature resulting or to result from any of their dealings, costs (including attorney fees), expenses, loss of services, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, which they, or their agents, assigns, and successors may have including, but not limited to, their current and former officers, agents, employees, subcontractors, and independent contractors, and their heirs, executors, administrators, successors and assigns, and all other persons, firms and corporations, whether herein named or referred to or not, by reason of any transaction, occurrence, communication, agreement, relationship, action or failure to act relating the Premises and without exception, inclusive of any unknown or unknowable conditions, defects (including latent defects), breaches (whether contractual or warranty (express, implied, or arising by operation of law)), and without limitation to all structures and improvements.

Section 5 – District's Storage Use.

After the Transfer Date, the District shall have the continuing right to use of the Premises, plus additional space as set forth herein below, for storage purposes and without charge, to wit:

(a) On the first and second floors of the Premises, the District shall have use of the rooms designated "Fire Investigation Room Storage" or "FIU" which rooms are depicted on the floor plans, consisting of two pages, attached hereto and incorporated herein as Exhibits "2-A" and "2-B".

(1) In the event the Village should remodel the Premises resulting in alterations of the floor plans, then, the Village and District shall work jointly to preserve continuing space of a like size and nature for the District's continuing storage use; and

(2) The District's use of these storage areas shall terminate upon the date the Village should no longer use the Premises for any public purpose, whether by sale, lease, abandonment, destruction of the Premises, or any other cause; and

(3) The District's access to these storage areas shall be limited to the Fire Chief and his/her designated personnel. Access to the storage areas shall be protected via use of passkeys or other such measures as the Village and District shall so mutually agree, to be held by the District but subject to such necessary access by the Village under supervision of the District as required to keep the Premises in good repair.

(b) Within the Village's road garage located at 81 Samuels Street, the District shall have use of the area depicted on the floor plan attached hereto and incorporated herein as Exhibit "3" to store two trailers.

(1) The Village does not own the road garage, therefore, in the event the Village should no longer be in possession of same for any reason, then, the District's use shall also terminate; and

(2) The District shall timely remove its property so as not to cause any hold-over by the Village.

(c) The District shall maintain at its sole cost and expense any insurance against loss or damage to its property as it may deem necessary and hereby waives any claims of any nature whatsoever against the Village for any such loss or damage regardless of fault or cause.

(d) The District shall not store any hazardous materials on the Premises or road garage.

Section 6 - Miscellaneous.

(a) **Complete Agreement**. The parties hereto acknowledge that all of the terms and covenants contained herein were reviewed by both parties and their legal counsel, and all negotiations, consideration, representations, inducement and understandings between the parties are incorporated herein and may be modified or altered only by agreement, in writing, between the parties. This Agreement contains the entire agreement between the parties hereto, and no agent, representative, employee or officer of the Village or District has authority to make, or has made, any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No present or past dealings or customs between the parties shall be permitted to contradict or modify the terms hereof.

(b) **Force Majeure**. The Village and/or District shall be excused for the period of delay in the performance of any of their respective obligations hereunder and shall not be considered in Default of this Agreement when prevented from so performing by cause(s) beyond the Village's or District's control, including, but not limited to, civil commotion, war, fire or other casualty, governmental regulations, statutes, restrictions or decrees, or through acts of God.

(c) **Interpretation**. The laws of the state of Ohio shall govern the validity, performance and enforcement of this Agreement. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not be deemed to affect or impair any other provisions hereunder.

(d) **Section and Title Headings**. The section and title headings contained herein are for convenience purposes only and do not define, limit, construe or amplify the contents of any such sections.

(e) **Waiver**. The Village and District shall each have the right at all times to enforce the covenants, conditions and legal rights and remedies of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom(s) on the part of the Village or District in refraining from so doing at any time(s). No failure by either party hereto to insist upon the strict performance of any term or condition of this Agreement, no failure by either party hereto to exercise any right or remedy available, legal or equitable, for a breach thereof shall constitute a waiver by such party of any such breach, term, condition or right.

No term or condition of this Agreement required to be performed by the Village or District, and no breach thereof, shall be waived, altered or modified except by written instrument executed by the waiving party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written hereinabove.

VILLAGE OF MADISON

By: _____
Sam Britton, Jr., Mayor

upon the authority of the Council of the Village of Madison,
Resolution No. _____

MADISON JOINT FIRE DISTRICT

By: _____
Gene Lutz, Fire Chief

upon the authority of the Trustees of the Madison Joint Fire
District, Resolution No. _____

**EXHIBIT 1
Legal Description**

**PPN 02-A-008-E-00-005-0
33 North Lake Street, Madison, Ohio**

Situated in Lake County and State of Ohio, to-wit:

Parcel No. 1.

Situated in the Village of Madison, County of Lake and State of Ohio, and known as being part of Lots 1 and 2 Harvey's Survey, bounded and described as follows:-

Beginning at the intersection of the northwesterly line of an Alley Way, 20 feet in width, with the westerly line of Lake Street, thence along said westerly line of Lake Street 119.41 feet to an iron pipe at the intersection of said westerly line with the southerly line of Madison Street, thence along said southerly line of Madison Street 242 feet to the north easterly corner of .25 acre conveyed to Earl L. Johnson and David S. Ingalls by deed dated November 5, 1929, and recorded in Lake County Records of Deeds Volume 132, page 304, thence southerly at right angles to said southerly line of Madison Street, about 178.53 feet to the northwesterly line of a 20 foot alley as shown on plat of Gage-Wiseman Allotment, recorded in Volume H, page 22, Lake County Records of Plats, thence along the northwesterly line of said 20 foot alley to the place of beginning.

SCHEDULE A
District's Removable Fixtures

ITEM:

SUMMARY DESCRIPTION:

None

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

REVIEWED AND APPROVED BY:

VILLAGE OF MADISON

By: _____
Sam Britton, Jr., Mayor

MADISON JOINT FIRE DISTRICT

By: _____
Gene Lutz, Fire Chief

SCHEDULE B
Existing Premises Damage

ITEM:

SUMMARY DESCRIPTION:

None

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

REVIEWED AND APPROVED BY:

VILLAGE OF MADISON

By: _____
Sam Britton, Jr., Mayor

MADISON JOINT FIRE DISTRICT

By: _____
Gene Lutz, Fire Chief

**CERTIFICATE OF AVAILABILITY OF FUNDS
BY THE FISCAL OFFICER
OF MADISON VILLAGE, OHIO**

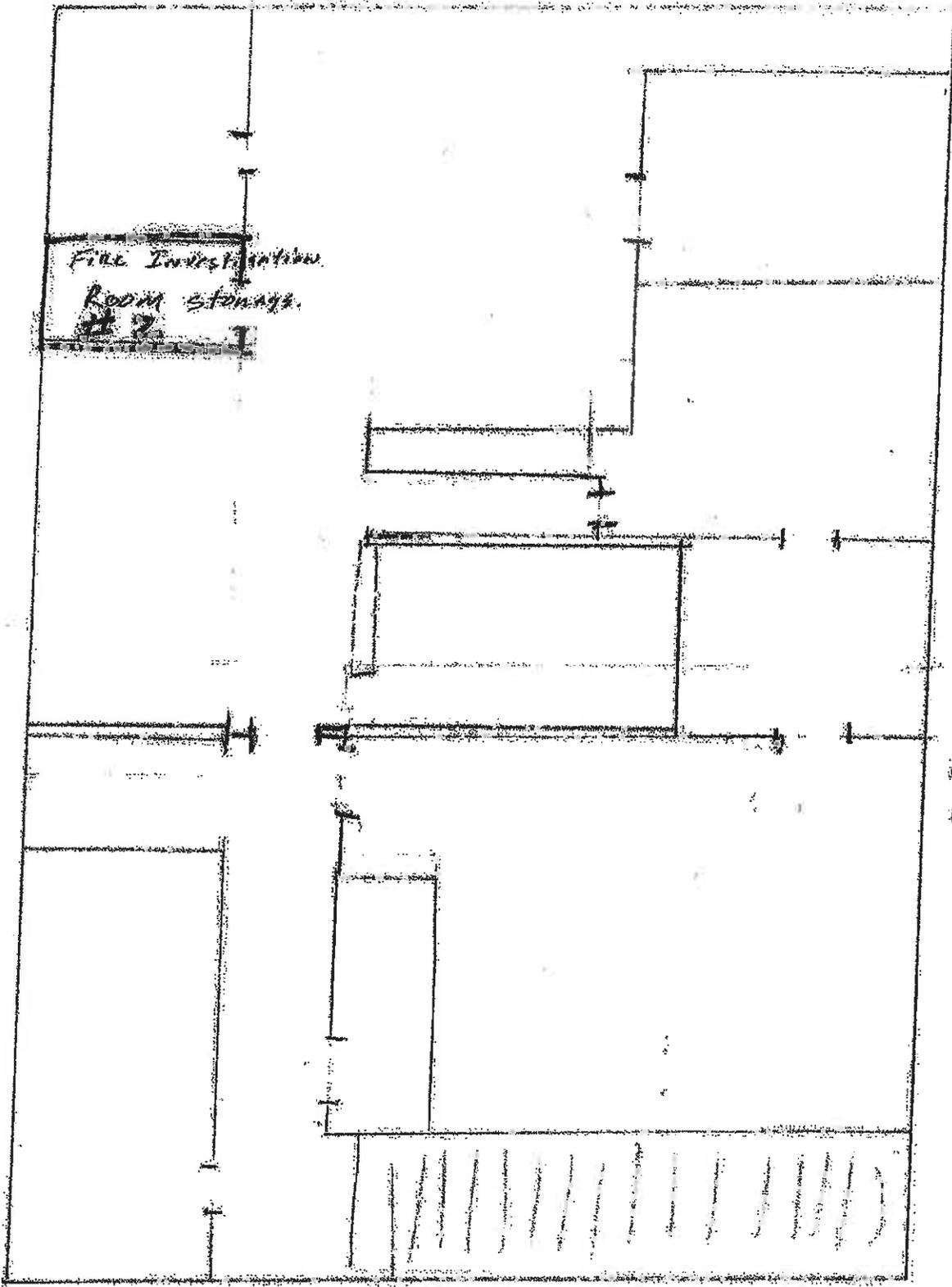
The undersigned Fiscal Officer of Madison Village, Lake County, Ohio hereby certifies that the monies required to meet the obligations of the Village of Madison, which is One Hundred Eighty-Nine Thousand Dollars (\$189,000.00) under the "Agreement Between the Village of Madison, Ohio and the Madison Joint Fire District for the Buyout of a Leasehold Interest in 33 North Lake Street" entered into as of _____, 2014 by and between the Village of Madison, Ohio and the Madison Joint Fire District have been lawfully appropriated by the Council for such purpose and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

VILLAGE OF MADISON

Kristie Crockett,
Acting Fiscal Officer

Date: _____

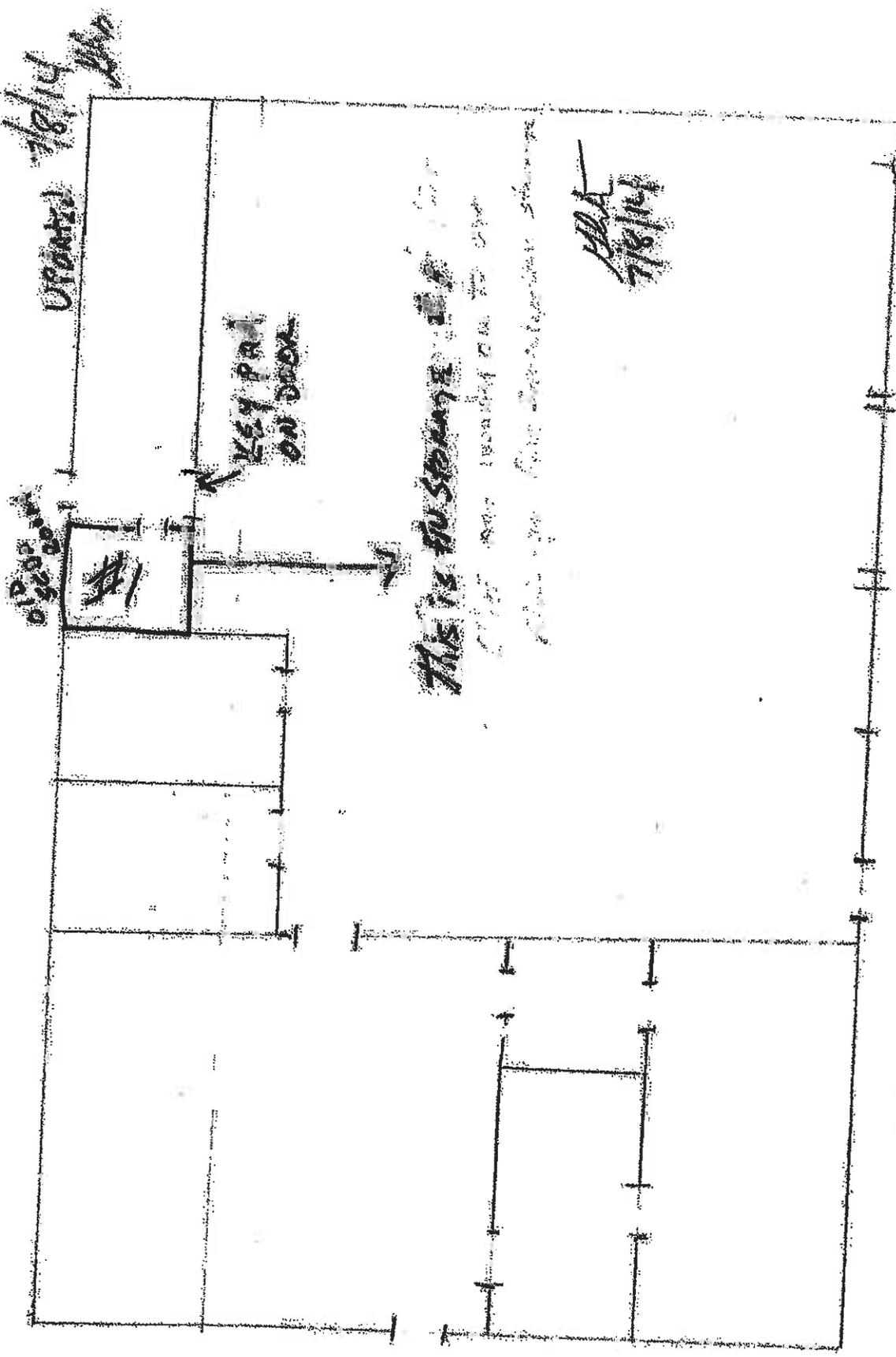
2ND FLOOR



33 O. LAKE ST.

* NOT TO SCALE

1st FLOOR



0' 25" DOWN

UPSTAIRS 7/8/14

KEY PAD ON DOOR

THIS IS IN SERVICE

DO NOT RE-ENTER

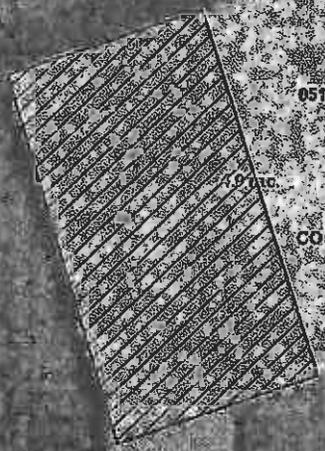
HRA 7/8/14

* NOT TO SCALE

33. N. LAKE ST.

1 inch:20 feet

General Use District - Storage area for two trailers



05120396

0.01 ac.

LAKE COUNTY OF
02-A-005-A-01001-0

81 SAMUEL ST

0.01
ROW

CSX TRANSPORTATION
INC TAX DEPT 5510

02-A-005-040200-A

0.01 ac.

REAL PROPERTY

#P1009

lines are 40' wide

For information only

ORDINANCE 29 - 2014

**AN ORDINANCE DESIGNATING AN AREA OF PARK STREET
AS A VALET SERVICE AREA AND PROHIBITING PUBLIC
PARKING DURING SPECIFIED HOURS**

WHEREAS, the downtown merchants have expressed a need to provide valet services for customers during peak business hours in order to address parking deficiencies in proximity to their establishments; and

WHEREAS, economic development of the downtown requires reasonable accommodations to address parking issues in light of its historic character and the unique challenges that creates; and

WHEREAS, it is a proper public purpose to facilitate the ease of access to the downtown's businesses for visitors by designating an area for valet services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE AND STATE OF OHIO:

SECTION 1. That the parking spaces highlighted in Exhibit 1 attached hereto are hereby designated as a valet service area during the following hours and days:

4 p.m. to 11 p.m. on Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays.

SECTION 2. That during the hours and days specified in Section 1 hereof, public parking in the valet service area is prohibited. The Administrator may cause such signage to be erected adjacent to this area as may be required to place the public on notice of this prohibition.

SECTION 3. That the Administrator is hereby authorized to issue a permit, jointly if applicable, to participating establishments for use of the valet service area during the hours and days set forth in Section 1 above if all of the following conditions are met:

- (a) The valet services are provided free of charge to members of the general public patronizing participating establishments;
- (b) Participating establishments shall be those which provide public accommodations, as defined herein below;
- (c) Establishments providing public accommodations within the downtown district and utilizing the valet parking area shall agree to jointly participate in providing the valet services on such terms as they should so mutually agree, but, subject to the provisions of this Ordinance and all applicable laws;
- (d) That no establishment in the downtown district providing public accommodations shall be prohibited from participating upon the same terms and conditions applicable to other participants;
- (e) That the valet service provider(s) furnish to the Administrator current certificates of insurance with commercial coverage and reasonable policy limits for such valet services;
- (f) That a valet stand may be placed adjacent to the service area, as approved by the Administrator, provided that it does not impede the flow of pedestrian traffic, and, that it be removed from the area when not in use;
- (g) That traffic cones may be used by the valet services to alert motorists as to the reserved area, subject to the approval of the Administrator as to placement, number and type; and
- (h) That a sandwich sign may be used for the valet service provided that it is in compliance with applicable provisions of Article 9 of the Zoning Code.

SECTION 4. As used in this Ordinance "public accommodations" means establishments open to the general public and which provide food or lodging.

SECTION 5. That the Administrator shall be provided such written documentation as he deems necessary in order to ascertain compliance with the requirements of Section 3.

SECTION 6. The Administrator may revoke any permit for the failure to observe any of the provisions of this Ordinance or other applicable Code sections and may impose supplemental requirements not inconsistent with the provisions of this Ordinance in order to affect its purpose and intent.

Introduced by: Councilman Vest

SECTION 7. That nothing in this Ordinance is intended to nor shall it be interpreted as inuring to the benefit of or vesting in any party or parties any legal interest of whatsoever nature in the valet service area, and, that any permit(s) issued pursuant to this Ordinance are and shall be licenses revocable at any time, without notice, and at the will of the Village.

SECTION 8. 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, including §121.22 of the Ohio Revised Code.

SECTION 9. That this Ordinance shall take effect at the earliest time provided by law.

PASSED: _____

Kenneth D. Takacs,
President of Council

Attested:

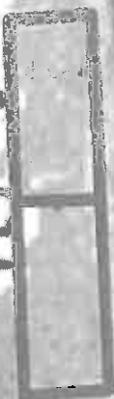
Kristie M. Crockett,
Acting Fiscal Officer / Clerk of Council

Approved:

Sam Britton Jr.,
Mayor

Date

Park St



ORDINANCE NO. 30-2014

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF ALL DULY DEDICATED STREETS WITHIN THE VILLAGE OF MADISON WITH ELECTRIC STREET LIGHTING AND APPURTENANCES THERETO, AND DECLARING AN EMERGENCY

WHEREAS, this Council, pursuant to Resolution No. 14-2014, adopted July 21, 2014, declared the necessity for improving all duly dedicated streets within the Village of Madison with electric street lighting and appurtenances thereto; and

WHEREAS, the Fiscal Officer has prepared and filed an estimate of cost for the year 2014 for improving all duly dedicated streets by supplying the same with electric street lighting and appurtenances thereto; and,

WHEREAS, the legislative authority has determined to proceed with said improvement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO:

SECTION 1. That it is hereby determined to proceed with the improvement in the Village of Madison, Lake County, Ohio, of all duly dedicated streets within the Village by supplying the same with electric street lighting and appurtenances thereto which this Council declared to be conducive to the public health, convenience and welfare.

SECTION 2. That said improvement shall be made in accordance with the provisions of Resolution No. 14-2014 adopted July 21, 2014, and with the plans, specifications and estimates of the proposed improvement heretofore approved and now on file in the office of the Fiscal Officer.

SECTION 3. That all claims for damages resulting there from that may have been legally filed shall be inquired into after completion of the proposed improvement and the Village Law Director is hereby authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into said claims that have been so filed.

SECTION 4. That portion of the cost provided in the above mentioned Resolution of Necessity shall be assessed in the manner provided in said Resolution on the lots and lands described therein.

SECTION 5. That the estimated assessments heretofore prepared and filed in the office of the Fiscal Officer be and the same are hereby adopted.

SECTION 6. That the Fiscal Officer is hereby directed to deliver a certified copy of this Ordinance to the Lake County Auditor upon its passage

SECTION 7. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 8. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare and safety of the inhabitants of this Village, and for the further reason that the Village is without funds to provide electric street lighting and appurtenances thereto and the same is necessary for the protection of pedestrians and vehicular traffic in the Village; WHEREFORE, this Ordinance shall take effect and be in force from and immediately upon its passage and signature by the Mayor.

PASSED: _____

Kenneth D. Takacs, President of Council

Attested:

Kristie M. Crockett, Acting Fiscal Officer

Approved:

Date: _____

Sam Britton Jr., Mayor

ORDINANCE NO. 31-2014

AN ORDINANCE LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF STREETS IN THE VILLAGE OF MADISON, OHIO BY SUPPLYING SAME WITH ELECTRICAL STREET LIGHTING AND APPURTENANCES THERETO, AND DECLARING AN EMERGENCY

WHEREAS, tentative assessments showing the amount to be assessed on each lot and parcel of land in the Village of Madison for improving the duly dedicated streets of said Village by supplying the same with electric street lighting and appurtenances thereto have been prepared and have been on file in the office of the Fiscal Officer; and

WHEREAS, notice of the making and filing of said tentative assessments has been duly published and personally served according to the provisions of law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE AND STATE OF OHIO, THAT:

SECTION 1. Notice of the making and filing with the Fiscal Officer of the assessments for the cost and expense of improving all of the duly dedicated streets in the Village of Madison with electric street lighting and appurtenances thereto has been duly published in accordance with law and that the Council of the Village of Madison hereby adopts and confirms said assessments and the several amounts thereof aggregating in the estimated amount of \$123,300 and will be for the tax year 2014 collected in 2015.

SECTION 2. There be levied and assessed upon all of the lots and lands in the Village of Madison, Ohio as enumerated in the tentative assessments, which said lots and lands are specially benefitted by said improvement, the several amounts heretofore reported to Council by the Fiscal Officer and as described in Resolution No. 14-2014 marked Exhibit "A" and incorporated in this Ordinance, and for which assessments and the several amounts thereof amount to 2 mills for each one dollar of valuation which is 20 cents for each one hundred dollars of valuation of the property assessed.

SECTION 3. That the total assessment against each lot and parcel of land shall be payable in cash to the Fiscal Officer of the Village of Madison within thirty (30) days after the passage of this Ordinance, and if not paid in cash within such period shall be certified to the County Auditor for collection with the general taxes and collected against each of the lots or parcels of land so assessed.

SECTION 4. The remainder of the entire cost of said improvement shall be paid out of the General Fund of the Village of Madison.

SECTION 5. The assessments charged against each lot or parcel of land shall be certified by the Fiscal Officer to the Auditor of Lake County, Ohio, as provided by law, to be placed by him upon the tax duplicate and collected as other taxes.

SECTION 6. The Fiscal Officer shall cause notice of the passage of this Ordinance to be published twice in a newspaper of general circulation and shall keep said assessments on file in his office.

SECTION 7. The Fiscal Officer is hereby directed to deliver a certified copy of this Ordinance to the Auditor of Lake County, Ohio.

SECTION 8. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 9. This Ordinance is hereby declared to be and is passed as an emergency measure, the measure being that the Village is without sufficient funds to provide electric street lighting and appurtenances thereto; and, therefore, this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare and shall take effect and be in force immediately upon its passage and signature of the Mayor.

PASSED: _____

Kenneth D. Takacs, President of Council

Attested:

Kristie M. Crockett, Acting Fiscal Officer

Approved:

Date: _____

Sam Britton Jr., Mayor

RESOLUTION NO. 16 - 2014

**A RESOLUTION ESTABLISHING A SPECIAL FUND
FOR POLICE LEVY REVENUE**

WHEREAS, voter approval of a special 3.8 mill Police tax levy will generate revenue the use of which is restricted to providing and maintaining motor vehicles, communications, other equipment, buildings, and sites for such buildings used directly in the operation of the Village police department as well as the payment of salaries of permanent or part-time police, communications, and/or administrative personnel, including the payment of any employer contributions required for such personnel under section 145.48 or 742.33 of the Revised Code; and

WHEREAS, pursuant to R.C. §5705.09 a special fund is required to be established for the funds received from this levy.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MADISON, LAKE COUNTY, STATE OF OHIO:

SECTION 1. That there is hereby created the Police Levy Fund which is established for receipt of revenues of the 3.8 mill Police tax levy and whose funds shall be restricted for use in accordance with said special levy to providing and maintaining motor vehicles, communications, other equipment, buildings, and sites for such buildings used directly in the operation of the Village police department as well as the payment of salaries of permanent or part-time police, communications, and/or administrative personnel, including the payment of any employer contributions required for such personnel under section 145.48 or 742.33 of the Revised Code.

SECTION 2. That the Acting Fiscal Officer is hereby authorized to perform such acts necessary to establish said Police Levy Fund.

SECTION 3. 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, including §121.22 of the Ohio Revised Code.

SECTION 4. This Resolution shall take effect at the earliest time provided by

law.

PASSED: _____

Kenneth D. Takacs,
President of Council

Attested:

Kristie M. Crockett,
Acting Fiscal Officer / Clerk of Council

Approved:

Sam Britton Jr.,
Mayor

Date

RESOLUTION NO. 17- 2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MADISON LOCAL SCHOOL DISTRICT TO FURNISH A SCHOOL RESOURCE OFFICER TO THE SOUTH ELEMENTARY SCHOOL AND DECLARING AN EMERGENCY

WHEREAS, the Madison Local School District ("District") has requested the Village's assistance in providing for the security of students attending the South Elementary School located within the Village; and

WHEREAS, the District has further requested the Village provide a School Resource Officer who, in addition to providing security, will assist its staff and students as a resource for the well-being of the students; and

WHEREAS, the Council, being of the opinion and judgment that the District's request is in furtherance of the public welfare and best interests of the community, desires to enter into an agreement with the District to furnish it a School Resource Officer.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE AND STATE OF OHIO:

SECTION 1. The Mayor is hereby authorized to execute on behalf of the Village the Agreement with the Madison Local School District attached hereto as Exhibit "1" and incorporated herein by this reference.

SECTION 2. 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 of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of the inhabitants of the Village of Madison, and, for the further reason that immediate passage is necessary to provide personnel for the security of the South Elementary School, the school year being now in session, it shall, therefore, take effect and be in full force from and upon its adoption if adopted by the affirmative vote of at least five members of Council and otherwise at the earliest time provided by Ohio law.

PASSED:

Kenneth D. Takacs, President of Council

Attested:

Kristie M. Crockett, Acting Fiscal Officer

Approved:

Date: _____

Sam Britton Jr., Mayor

**Agreement Between the Village of Madison
and Madison Local School District**

This Agreement is made by and between the Village of Madison (Village), 126 West Main Street, Madison, Ohio 44057, and the Board of Education of the Madison Local School District (Board), 1956 Red Bird Road, Madison, Ohio 44057.

WHEREAS, the Village and Board share common goals of enhancing student safety, increasing the community's understanding of law enforcement and strengthening the existing ties of communication and coordination between the Village and Board for the benefit of the Madison community; and

WHEREAS, the Board is interested in receiving the services of a School Resource Officer (SRO) at the beginning of the 2014 - 2015 school year, under the terms and conditions outlined in the description attached hereto and made part of this Agreement; and

WHEREAS, the Board values the services of an SRO sufficiently to provide for the cost of this service.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

Mission of the SRO

The mission of the SRO is to provide an element of security to South Elementary School (SES). This shall be accomplished by the SRO:

- A. Promoting a better working relationship with the youth of our community through using community policing strategies and explaining to students, parents and faculty members that the purpose of the School Resource Officer program is to educate and promote awareness of law enforcement;
- B. Dealing with day-to-day problems which may arise at SES and working with the administration of SES to assist in providing a safe, secure and positive educational atmosphere for the students on a daily basis;
- C. Opening more and better lines of communication between students and police officers by being available to meet with and talk to students, parents and/or faculty members regarding law enforcement matters or crime prevention information;
- D. Reducing juvenile crime through taking measures which are: [1] reactive (e.g., responding to calls, making police reports, engaging in intervention, making arrests and representing the District in court referrals related to the SRO responsibilities, etc.); and [2] proactive (e.g., maintaining a visible presence in the school and throughout the campus during the day and at extra-curricular activities, preventing problems through making announcements and using posters, guest-speaking in classes, participating in school activities and clubs, etc.);

- E. Cooperating with the District's Safe and Drug-Free Schools Coordinator to make necessary referrals of students and their families to other community agencies which can offer them assistance (e.g., mental health clinics and drug/alcohol treatment centers); and
- F. Responding in the role of a law enforcer when crimes occur.

Scope of the Officer's Activities

- A. The SRO will provide for school security by providing services within the following activities:
 - 1. Patrolling school buildings and campus before, during and after regular school hours;
 - 2. Assisting school administrators with discipline and criminal problems;
 - 3. Assisting students with problems to divert them before they become disciplinary or criminal in nature;
 - 4. Assisting staff by investigating suspicions of child abuse and/or neglect;
 - 5. Coordinating use of drug-sniffing dogs and other approved deterrents to the possession, use, sale or transmission of illegal drugs or drug paraphernalia;
 - 6. Deterring students from engaging in disorderly behavior by being present on the grounds; and
 - 7. Proactively handling school truancy issues with individual students and the school as a whole.
- B. The SRO will assist students by:
 - 1. Being available to discuss problems on school property, at the police department, and at other locations with the prior approval of the Chief of Police;
 - 2. Enforcing a drug- and violence-free learning environment;
 - 3. Encouraging students to interact with police officers in a safe setting;
 - 4. Acting as a positive role model of a police officer, based on reality of the position;
 - 5. Providing a source of information concerning legal issues that young adults are likely to encounter;
 - 6. Being involved in student-oriented activities (e.g., SADD, CORE Team, MPAL, etc.) and school-sponsored events;
 - 7. Providing law enforcement insight into the school curriculum by being available as an information resource concerning law enforcement; and

8. Conducting workshops and presentations concerning student safety needs, drugs, alcohol, gangs, laws and other related topics to students, District employees and the community.

Responsibilities of All Parties to the Agreement

- A. In consideration of the services to be provided by the SRO as specified in this Agreement, the Board has agreed to the following arrangement:
 1. **Base Reimbursement.** The Village shall bill Madison Schools for the SRO at the rate of \$15.50 per hour. Payment by the Board of the total compensation of the SRO during the 2014 - 2015 school year shall not exceed \$20,000.00 for regularly scheduled work (as defined herein below in paragraph no. 2).
 2. **Regularly Scheduled Work.** The SRO assigned to the SES shall work 7 hours per school day, not to exceed 178 days (1,246 total hours), which represents the SES 2014 - 2015 school year, and, said schedule and hours shall be the SRO's "regularly scheduled work."
 3. **Additional Work.** (a) In the event the SRO is requested and/or required (for example, but not by way of limitation, for a court appearance as investigating officer/witness) to work during hours outside of the SRO's regularly scheduled work, as defined herein, and, as a consequence of same, the Village is required to pay the SRO additional compensation (inclusive of overtime compensation as required by law) beyond the sum of \$20,000.00, then, the Board shall reimburse the Village for the cost of this additional work.
(b) The persons authorized to request the SRO to perform such additional work are the following: Principal, Assistant Principal, Superintendent, Assistant Superintendent or their respective successors. Any requests for additional work shall be made in writing (electronic communications are acceptable) and shall be directed to the attention of the Village Chief of Police.
 4. **Time Cards.** The SRO shall keep a weekly time card for all hours worked and the Village shall forward same to the Board within the quarterly billing. Any objections by the Board to the hours indicated on the time card shall be promptly made to the Village Chief of Police but in no case longer than 14 days after the date of transmission of the subject time card to the Board. Failure by the Board to make objection to hours indicated in any time card within said 14 day time period shall be a stipulation of its accuracy and consent by the Board to reimburse the Village as and for the hours indicated.
 5. **Invoice and Payment.** The Village will provide to the Board a quarterly invoice for payment on or about the following dates: October 1, 2014; January 1, 2015; April 1, 2015; and at the end of the school year, to wit: May 28, 2015. An invoice shall be paid no later than thirty (30) days after its presentment to the Board.
- B. The Board shall provide the SRO with an office area, including immediate access to a secure telephone, computer, and printer. In the event the Village furnishes a police cruiser to the SRO, the Village shall do so at its sole cost and expense.

- C. The SES principal will work with the SRO to:
1. Explain the school's needs and help the SRO develop programs that will benefit the teaching-learning environment;
 2. Provide the SRO with a copy of governing school policies and procedures, including the Board's policy on student conduct expectations and consequences; and
 3. Furnish the SRO with information (e.g., attendance records, disciplinary records, etc.) as may be necessary to conduct an investigation or to make a juvenile referral or prosecution.

Employment Status

- A. The SRO shall be a paid employee of the Madison Village Police Department and shall perform the duties contained in the job description for the position found as Attachment 1 to this Agreement and incorporated herein by reference. The SRO shall be uniformed and equipped in the same manner as any other police officer in the Department, unless special needs arise in which plain clothes would be appropriate.
- B. The Village shall place the SRO at the SES during the time period specified by the Board as constituting the school year, as detailed herein above. It is understood that once the SRO is assigned to the SES, that officer will remain assigned to that school until the end of the school year, unless unforeseen circumstances prevent that officer from completing the school year. If any party has a dispute or seeks removal of the SRO, a meeting will be held to discuss the concerns brought forth by any party to this agreement.
- C. For purposes of student supervision and education, the Board shall grant the SRO the same status as it does for any teacher in the District and shall include the SRO under coverage of its liability insurance policy pertaining to employees of the District. Except as conditions otherwise require, the SRO shall act in the capacity of a teacher in the District, and will be evaluated by the administrative team once per year.
- D. The SRO shall coordinate performance of duties with the school principal, as applicable. In matters of dispute between the two, the principal shall contact the Department to seek an informal resolution. Should those efforts be unsuccessful, the dispute shall be subject to the Department's grievance procedure.

Staffing Contingency

The parties hereby recognize that all full and part-time Village patrol officers' terms of employment are governed by a collective bargaining agreement, the terms of which do not permit the Village to assign patrol officers to serve as SRO in a manner consistent with the terms of this Agreement and that, as a consequence, the Village is required to secure the employment of additional personnel for appointment to the position of SRO. The Village shall make good faith efforts to secure the employment of such personnel, however, the parties agree and understand that in the event the SRO is unavailable for duty due to, but not necessarily limited to, illness, approved leave of absence, disciplinary suspension or termination, or resignation, then, there will not be staffing immediately available to perform the duties of SRO during such periods of time.

Term

- A. The term of this Agreement is for a period of one year, effective August 18, 2014 and continuing through May 28, 2015. Any party to this Agreement may terminate this Agreement at any time upon passing a resolution stating the reasons for the termination and sending the other party a copy of that resolution at least ninety (90) days in advance of the termination date.
- B. Not later than March in each year of this Agreement the SRO will make a presentation to the Madison School Board regarding the status and success of the program in both locations.
- C. Upon receipt of the results of the Evaluation and recommendations, the Mayor of Madison Village and the Board may renew this Agreement for an additional period of time under such terms and conditions as they mutually agree; provided, however that any such renewal shall have its terms reduced to writing prior to being executed by the parties hereto.

Complete Agreement

It is agreed that this Agreement constitutes the entire agreement of the parties hereto; that this Agreement supersedes and replaces any and all previous verbal and written understandings between the parties of the parties hereto, except that all such previous understandings between the parties hereto not in conflict herewith shall remain in full force and effect for the duration of this Agreement; and that this Agreement shall be binding on the Village and Board, notwithstanding any conflicting state or local laws, ordinances, resolutions or other provisions, present or future, to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused duplicate original copies of this Agreement to be executed by their authorized representatives.

Village of Madison

**Board of Education of the
Madison Local School District**

By: _____
Sam Britton, Jr., Mayor
as authorized by Resolution No. _____

By: _____
as authorized by Resolution No. _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

**Joseph P. Szeman, Village Law Director
Legal Counsel**

_____, District

**CERTIFICATE OF AVAILABILITY OF FUNDS
BY THE FISCAL OFFICER
OF THE MADISON LOCAL SCHOOL DISTRICT**

The undersigned Fiscal Officer of the Madison Local School District, Lake County, Ohio hereby certifies that the monies required to meet the obligations of the Board of Education of the Madison Local School District under the agreement by and between the District and Village of Madison for the services of a School Resource Officer, entered as of _____, 2014, have been lawfully appropriated by the Board of Education for such purpose and are in the treasury of the District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

MADISON LOCAL SCHOOL DISTRICT

_____, Fiscal Officer

Date: _____

MADISON VILLAGE POLICE DEPARTMENT
JOB DESCRIPTION – SRO
(rev. 07.31.14)

JOB TITLE: School Resource Officer **DEPARTMENT:** Police
CLASSIFICATION: Non-Patrol Peace Officer **REPORTS TO:** Chief of Police
(Part-time)

SRO position is not included
within the patrol officers'
bargaining unit

MAIN FUNCTION:

The mission of the School Resource Officer (SRO) is to provide an element of security to the Madison Local School District's South Elementary School, dealing with day-to-day problems and promoting a better working relationship with the youth of our community through utilization of community policing strategies. The vast majority of the SRO's time will be spent in a helping, rather than enforcing mode when interacting with the students and staff. The SRO will also be called upon to react in the role of a law enforcer when crimes occur. Further, the SRO will work with the administration of the school to assist in furthering the goals of providing a quality educational atmosphere for the students by providing both security and education on a daily basis.

JOB OUTLINE:

The SRO will work during the regularly scheduled times that school is in session. The SRO may be able to flex the work schedule to mirror school activities with approval from the school principal and Chief of Police.

Additional duties are set forth in the current agreement between the Village of Madison and the Madison Local School District for the services of the SRO, which may be modified from time-to-time.

The SRO will wear a Police Department uniform unless special needs arise in which plain clothes would be appropriate. The SRO will utilize a cruiser and portable radio, advising Dispatch at the beginning and end of each shift.

DUTIES AND RESPONSIBILITIES:

1. The SRO shall not be a school disciplinarian. The main areas of supervision will encompass: patrolling school grounds, including parking lots; monitoring the lunch room; and randomly patrolling school hallways. Other main duties include the following:
2. Perform all of the duties of a Madison Village Police Officer; perform all duties assigned and directed by the school principal and/or the Chief of Police.
3. Investigate complaints of unruly and delinquent acts that occur on the school campus.

Conduct investigations that involve adults committing crimes against juveniles and other investigations that may be needed.

4. Follow-up on truant students, including making home visitations to assess various situations; being alert to students' attitudes and attitude changes; and observing student habits and noting habit changes.
5. Abide by Board of Education policies when not in conflict with Madison Village Police Department policies; and consult with and coordinate activities through the school-appointed administrator, while remaining responsive to the chain of command of the Madison Village Police Department.
6. Work closely with school administration, the Lake County Juvenile Court probation officers, and other social agencies involved with servicing high-risk youth; and follow all school juvenile cases through court proceedings to final disposition.
7. Develop an expertise, and prepare conduct workshops and/or informal presentations that enhance staff, parent and student awareness regarding drug and alcohol use, gangs, safety issues, general laws and other high-risk issues.
8. Network with appropriate school personnel regarding students in violation, or at-risk of being in violation, of juvenile law; counsel with staff and administration regarding matters affecting students outside the normal school environment; and act as a resource person for staff, parents, students and administration.
9. Complete all required paperwork and reports regarding any investigation or violation of law. Log and maintain records of the following activities and submit a daily log to the school principal and Chief of Police. Items to be included:
 - A. Students met with
 - B. Parents met with
 - C. Phone log in/out
 - D. Consultations with staff
 - E. Consultations with outside organizations
 - F. All violations investigated
 - G. Reports generated, including case number
10. The SRO shall utilize a marked Department cruiser during shift unless otherwise directed by the Chief of Police due to special needs.
11. Any other duties, functions or tasks, assigned or approved by the school principal and Chief of Police.

ORDINANCE NO. 32 - 2014

**AN ORDINANCE CONFIRMING THE APPOINTMENT OF
MARISSA A. COLLINS AS PART-TIME POLICE OFFICER FOR THE MADISON
VILLAGE POLICE DEPARTMENT FOR A PROBATIONARY PERIOD OF TWELVE
(12) MONTHS, AND DECLARING AN EMERGENCY**

WHEREAS, Marissa A. Collins applied for a position as part-time Police officer with the Madison Village Police Department, which position is duly qualified for as a peace officer in the State of Ohio; and,

WHEREAS, with the recommendation of the Chief of Police, the Mayor has appointed Marissa A. Collins as part-time police officer for the Madison Village Police Department for a probationary period of twelve (12) months; and,

WHEREAS, this Council desires to confirm the appointment of Marissa A. Collins as part-time police officer for the Madison Village Police Department, for a probationary period of twelve (12) months.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE AND STATE OF OHIO:

SECTION 1. The appointment of Marissa A. Collins as part-time police officer for the Madison Village Police Department, for a probationary period of twelve (12) months, be and hereby is confirmed.

SECTION 2. That all formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health safety and welfare of the residents of the Village of Madison, and further necessary for the efficient daily operation of the Police Department that it may maintain adequate levels of staffing; wherefore, this Ordinance shall take effect and be in force immediately upon its passage.

PASSED:

Kenneth D. Takacs, President of Council

Attested:

Kristie M. Crockett, Acting Fiscal Officer

Approved:

Date: _____

Sam Britton Jr., Mayor

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SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health safety and welfare of the residents of the Village of Madison, and further necessary for the efficient daily operation of the Police Department that it may maintain adequate levels of staffing; wherefore, this Ordinance shall take effect and be in force immediately upon its passage.

PASSED:

Kenneth D. Takacs, President of Council

Attested:

Kristie M. Crockett, Acting Fiscal Officer

Approved:

Date: _____

Sam Britton Jr., Mayor