

# MADISON VILLAGE COUNCIL

September 2, 2014

7:30 pm Regular Council Meeting

CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
MOMENT OF SILENCE  
ROLL CALL  
MINUTES

(from 8/18/14 Reg. Council Meeting & 8/25/14 Public Hearing)

PAY ORDINANCE #2305

## 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

126 W. Main Street

Madison, Ohio

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[www.madisonvillage.org](http://www.madisonvillage.org)

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 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. (Tabled)
4. **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. (3<sup>rd</sup> Reading)
5. **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. (3<sup>rd</sup> Reading)
6. **RESOLUTION 16-2014:** A RESOLUTION ESTABLISHING A SPECIAL FUND FOR POLICE LEVY REVENUE. (3<sup>rd</sup> Reading)

7. **RESOLUTION 19-2014:** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE LAKE COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR PROFESSIONAL SERVICES RELATED TO THE GROWING GREEN ON MAIN STREET PROJECT. (2<sup>nd</sup> Reading)
  
8. **RESOLUTION 20-2014:** A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE LAKE COUNTY BOARD OF COMMISSIONERS TO PARTICIPATE IN THE URBAN ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND FOR THE UTILIZATION OF FUNDS MADE AVAILABLE BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, AND DECLARING AN EMERGENCY. (2<sup>nd</sup> Reading)

**NEW BUSINESS:** None

**GENERAL REQUESTS:** None

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

**REPORTS:**

- **STAFF REPORTS:**
  - **Engineer**
  - **Chief of Police**
  - **Administration Report – GOTL shared WWTP operator agreement**
  
- **MAYOR’S REPORT**
- **MISCELLANEOUS/COUNCIL COMMENTS - ComDoc**

**Upcoming Important Dates/Meetings:**

Mon.	Sept. 8 <sup>th</sup>	6:30pm BZA Hearing – Fike Variance
Mon.	Sept. 8 <sup>th</sup>	7:00pm Planning & Zoning Meeting
Mon.	Sept. 15 <sup>th</sup>	6:00pm Committee of the Whole Meeting
Mon.	Sept. 15 <sup>th</sup>	7:30pm Council Meeting
Mon.	Oct. 6 <sup>th</sup>	7:30pm Council Meeting
Mon.	Oct. 13 <sup>th</sup>	7:00pm Planning & Zoning Meeting
Mon.	Oct. 20 <sup>th</sup>	6:00pm Committee of the Whole Meeting
Mon.	Oct. 20 <sup>th</sup>	7:30pm Council Meeting

Council Minutes  
VILLAGE OF MADISON  
Regular Council Meeting  
August 18, 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. Donaldson, Mr. Mabe, Mr. Cahill, Mr. Takacs and Mr. Vest were in attendance. Also in attendance were Acting Fiscal Officer Kristie Crockett, Police Chief Dawn Shannon, Law Director Mr. Szeman and Village Engineer Dan Gerson.

**MINUTES**

Mayor Britton announced minutes to be approved for the Council Meeting held on August 4, 2014.

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

Questions/Discussions – None

Roll call on approval, 7 yeas. Motion carried.

**PAY ORDINANCE**

Mayor Britton presented Pay Ordinance No. 2304: \$45,906.07 for payroll and \$63,890.63 for current and upcoming expenses, for a total of \$109,796.70.

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

Questions/Discussions – None

Roll call on approval, 7 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)**

Questions/Discussions – Mr. Frager asked if this ordinance will be removed from a tabled state after the public hearing on August 25<sup>th</sup>, 2014. Mr. Vest confirmed.

**ORDINANCE 29-2014: AN ORDINANCE DESIGNATING AN AREA OF PARK**

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**STREET AS A VALET SERVICE AREA AND PROHIBITING PUBLIC PARKING DURING SPECIFIC HOURS. (3<sup>rd</sup> Reading)**

Motion to amend made by Mr. Vest, seconded by Mr. Donaldson.

Questions/Discussions – Mr. Szeman stated that in response to some Council comments, there has been a proposed amendment made to the original ordinance. This deals with subsection “I”. Mr. Szeman stated that a motion to amend must be made.

Roll call on amendment, 7 yeas. Motion carried.

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

Questions/Discussions – None

Roll call on approval, 7 yeas. Motion carried.

**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. (2<sup>nd</sup> Reading)**

**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. (2<sup>nd</sup> Reading)**

**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. (3<sup>rd</sup> Reading)**

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

Questions/Discussions – Mr. Cahill questioned if the fact that the fire board thought that they owned station one factored into the need to have a sale of the property/building. Mr. Takacs stated that at no time did the fire board feel that they owned station one. Mr. Cahill referenced the fire board minutes from March 19, 2014 and read an excerpt. Mr. Takacs stated that the fire board has always maintained that station one belonged to the Village and the excerpt Mr. Cahill read refers to the lease-hold interest of the building and not the sale of it. Mr. Takacs acknowledged that he is the person that approached the fire chief in regards to the Village buying out the lease-hold interest in station one. At that time there was a grievance filed due to the poor conditions of the police garage. It was stated that the Village does not own the building where the police garage is located.

He also referenced issues with the road garage building. It was his intent to open a discussion between the Mayor and the chief to see if there was a way to negotiate compensation to the fire district so that station one could be used for the Village. Mr. Takacs stated that he did not participate in any negotiations. Mr. Takacs stated that it was a request by the Village for help in dealing with the problems he mentioned. The fire district stated that they could not ‘give’ the building to the building, that there must be compensation for the improvements made. \$189,000.00 was the figure that the fire chief provided to compensate the fire district for their investment into the improvements. It is the fire districts plan to possibly reallocate those dollars

to improve station two. Mr. Takacs stated that it was the needs of the Village that the fire district was trying to address, not their own. Mr. Takacs stated that the \$10,000.00 in earnest money that was given to the fire district was to ensure them that the dollar figure would not change. The fire district has stated that they still need a portion of station one for evidence and storage. Mr. Takacs provided details of the Village needs for station one. When the lease was conducted in 1982 between the Village and the fire district, only the front part of station one was there. The cost for the addition was \$242,000.00. Assurances were made that the Village would not take back that property without some form of compensation when the addition was built. Mr. Takacs stated that we have to respect the process and honor agreements that were made. Mr. Takacs stated that if the Village does not want station one that the fire district will continue to use it. Mr. Takacs stated that there was additional dollars spent by the fire district to the initial building in the form of concrete work. Mr. Takacs stated that we have the responsibility to our employees to provide them with facilities and appropriate working conditions. It was stated to build a new Village hall including a road garage and police department would cost between two and three million dollars. Mr. Cahill stated that he has reviewed all fire board minutes since 2009. He stated that there is no reference of recoupment of dollars spent for the addition/improvements to station one. He added that there is legally no obligation for the Village to pay the fire district anything. It was stated that there is also no verbiage of reimbursement in the M.O.U. Mr. Cahill read an excerpt from the October 7, 2009 fire board minutes. Mr. Cahill stated that the amount of money spent on improvements is irrelevant because there is no legal obligation for the Village to pay anything. Mr. Cahill stated that if the fire district states that they still need station one that they are only doing so out of spite. Mr. Cahill stated that all the Village has to do is send the fire district a letter telling them to vacate station one. Mr. Cahill added that the only items that were to be removed were 'moveable furniture' which does not include the dual fuel tanks that they took. Mr. Cahill states that we need to admit our mistakes and vote no on this legislation. Mr. Hamercheck spoke in regards to the dollars utilized to build the addition onto station one and stated that 70% of those dollars were EMS dollars and not taxpayer dollars. That being said, taxpayer dollars are not being 'cheated' and this is not a fair analogy. Mr. Cahill added that these were private dollars and the Village should not be reimbursing the fire district for private dollars as part of a lease-hold buyout. He added that the former Administrator issued a zoning permit for the addition but they, nor Planning & Zoning has the authority to encumber any debt on behalf of the Village and he stated that the Village never had an opportunity to say no to this improvement/addition. Mr. Hamercheck stated that the MOU confirms that the 1982 lease. Insurance coverage on station one took place. Mr. Hamercheck stated that this is not a legal discussion but a political one. Discussion took place regarding the location of station three. Mr. Mabe stated that we are not paying the fire district for the building, but rather for their lease hold interest in the lease. Mr. Mabe added that he will not support making the fire district leave station one if they express a need to use it; whether that be all or in part. Mr. Mabe reminded all that the money paid to the fire district will be used by them to improve their other facility for the overall benefit to all of Madison. Mr. Hamercheck provided details regarding 'Class U' and stated that the building went through a number of changes throughout the construction of the improvements. Discussion as to legally enforceable legislation regarding real property took place. Mr. Hamercheck asked all of Council to vote no on this legislation and stated that this is not within the law. Mr. Cahill reiterated the contents of paragraph four of the 1982 lease. He stated that there is a difference between the fire districts 'need' versus a 'use' for station one. He stated that if the Village passes this resolution that it is a misapplication of taxpayer funds. He

added that promises and assurances were made by people who had no authority to make them. He added that we are following agreements that we entered into that we must abide by. Mr. Mabe asked for confirmation from Mr. Szeman that if the 1982 lease is still active, that the Village has two choices; to buyout the lease or to allow the fire district to continue to use station one. Mr. Szeman confirmed. Mr. Mabe stated that with those two options in front of us, he stated that it is his opinion that we buy them out of the lease. Mr. Donaldson stated that if we want access to that building, we need to accommodate the fire district with some form of compensation for their investment into it. If we do not choose to do so, the fire district can move back into the building and use it as they wish. It becomes a choice that the Village needs to make. He added that if we need it, if it is a good deal for the dollar amount and benefits the Village long term, then we make it happen. It will save us money in the long term.

Mr. Jack Lading (603 West Main Street) asked Mr. Mabe why the fire district would want to move back into station one when they have a brand new building. Mr. Mabe clarified that they could use both the new building and station one.

Mr. Paul Goda (431 West Main Street) stated that Mr. Cahill and Mr. Hamercheck have made the strongest points on this topic. He added that if the fire district did move back into station one out of spite, that he would oppose any future fire district levy. He questioned why this legislation went three readings.

Kathy Lynn (209 West Main Street) asked Mr. Cahill if he was the person that contacted Channel 5 news about this topic. Mr. Cahill's reply was that he spoke with a reporter and he believes that several councilmen did as well. Ms. Lynn asked if anything became of that conversation. Mr. Cahill stated not that he was aware of. Mayor Britton stated that it was Mr. Cahill that initiated the call to Channel 5. Ms. Lynn asked for confirmation of that. Mr. Cahill stated that is not how he believes it occurred. He added that when he was contacted and asked for his opinion, that he replied that we have no reason to pay the fire district anything. Ms. Lynn also asked Mr. Cahill if he has threatened this legislative body that if they passed this resolution this evening, that he or a member of his family would file a lawsuit against the Village. Mr. Cahill stated no but cited revised code 733.56 which allows our Village solicitor to bring an action if we believe that there has been a misapplication of taxpayer dollars. If the Village solicitor chooses not to do so, then a Village taxpaying resident has the right to file a lawsuit which he may choose to do. He stated that he does not consider that a threat but an unfortunate truth. He added that he hopes that it does not get to that point. Ms. Lynn referenced the problems at the road and police garages as well as the issues at Village Hall and asked Mr. Cahill why he does not see the resolution as a fix to those problems. Mr. Cahill stated that he agrees with her that it would fix these issues but stated that the Village does not need to pay anything to the fire district. Ms. Lynn asked about the moral obligation to the community. Mr. Cahill stated that there is none. Ms. Lynn asked Mr. Cahill how the Village is going to address the issues at the garages and at Village Hall if we do not acquire station one. Mr. Cahill stated that Mayor Britton will not exercise the 90 day provision in the 1982 lease and he cannot make him do so. Mayor Britton stated that he will not do so. Ms. Lynn asked Mr. Cahill if the dollars spent on the lawsuit he referred to would be a waste of tax payer dollars. Mr. Cahill stated that it would be him pursuing any lawsuit being that he has no family that lives in the Village. Ms. Lynn referred

to the cost of the Village dollars used to pay our law director for such a suit. Mr. Cahill stated that he has no idea what those legal fees would be.

Mr. Robert Lee (357 West Main Street) stated that he has spoken with a number of people about this topic. Initially, he agreed with Mr. Cahill but after speaking with residents, he feels that the Village does need to compensate the fire district. He stated that he is not sure what that dollar amount is. He asked Council to consider renegotiating the dollar figure. Mr. Lee stated that a member of Council, possibly Mr. Mabe should have sat in on the negotiations between Mayor Britton and the fire chief. Mr. Lee asked for an explanation as to where the \$189,000.00 figure was decided upon. Mayor Britton stated that he met with Chief Lutz and Mr. Kloski. He provided details of that meeting. Mr. Lee provided details of the Village's contributions to the fire district last year. He feels that \$189,000.00 is a little more than the Village can afford.

Mr. Walt Richardson (700 East Main Street) asked if the fire district paid any rent over the term of the lease. Mayor Britton said no. Mr. Richardson stated that the fire district does not want to 'give' station one to the Village without being compensated, yet they have used it 'for free' for the past 30+ years. He asked how much was spent in extending the water line to the new fire station. Mr. Hamercheck stated that this water line project needed to be completed and was not implemented solely for the new fire station. Mr. Richardson asked why the members of Council that sit on the fire board abstained from voting on this issue at the fire board meeting, yet feel that it is appropriate to vote on it here. Mr. Vest stated that he chose to abstain from voting on it at the fire board so that he was able to vote as a member of Council for the Village.

Mr. Jack Steinbrick (610 West Main Street) stated that Mayor Britton is in a strong negotiating position and suggested the dollars be redirected and not paid to the fire district.

Mr. Frager referred to Mr. Mabe as to the figures that they spoke about earlier. Mr. Mabe provided a value of the additional structure at \$202,666.67 which he noted is actually low. He stated that the \$189,000.00 is lower than the value of the addition and while it has been made very clear that we do not have to legally pay for the addition, the fire district has the right to continue using that building unless we 'throw them out' or 'buy them out' and if they are asking us to buy them out for less than the current value of the addition, then he does not see where that is unfair to the Village. Mr. Frager asked Mayor Britton about the ADA compliance that was researched in the past. Mayor Britton and Mr. Lee stated that it would be at least \$500,000.00 just to make Village Hall ADA compliant. Mr. Frager added that there would be additional costs for the needed work for the road and police garages.

Mr. Hamercheck referred to a letter that the legal counsel hired by the fire district issued. Mr. Szeman stated that he e-mailed it to Council Sunday evening.

Mayor Britton stated that he did what he was asked to do and he stated that Council should vote as they wish. Mayor Britton added that it will cost nearly \$35,000.00 to run sewer lines to the road garage and there are issues with the police garage that will be researched and quoted this week.

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Mr. Hamercheck made a motion to table Resolution 15-2014. Mr. Szeman stated that a motion to table supersedes a motion for approval.

Motion to table made by Mr. Hamercheck, seconded by Mr. Cahill.

Questions/Discussions – None

Roll call on tabling Resolution 15-2014, 4 yeas (Hamercheck, Cahill, Donaldson, Frager), 3 nays (Vest, Takacs, Mabe) Resolution tabled.

**RESOLUTION 16-2014: - A RESOLUTION ESTABLISHING A SPECIAL FUND FOR POLICE LEVY REVENUE.** (2<sup>nd</sup> Reading)

## **NEW BUSINESS**

**ORDINANCE 33-2014: - AN ORDINANCE PROVIDING FOR ADDITIONAL APPROPRIATIONS AND ADJUSTMENTS TO VARIOUS LINE ITEMS FOR THE CURRENT EXPENSES AND FOR OTHER EXPENDITURES OF THE VILLAGE OF MADISON, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2014 TO AND INCLUDING DECEMBER 31, 2014, AND DECLARING AN EMERGENCY.** (1<sup>st</sup> Reading)

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

Questions/Discussions – Mayor Britton stated that this is the legislation that was discussed at the Committee of the Whole (C.O.W.) meeting prior to this meeting. It was stated that the dollar figures will be amended to reflect the updated amounts discussed at the C.O.W.)

Roll call on suspension, 7 yeas. Ordinance suspended.

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

Questions/Discussions – Mr. Hamercheck asked for the revisions to be stated for the record. Mayor Britton stated that the revised amount is \$81,750.00.

Roll call on approval, 7 yeas. Motion carried.

**RESOLUTION 19-2014: - A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE LAKE COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR PROFESSIONAL SERVICES RELATED TO THE GROWING GREEN ON MAIN STREET PROJECT.** (1<sup>st</sup> Reading)

**RESOLUTION 20-2014: - A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE LAKE COUNTY BOARD OF COMMISSIONERS TO PARTICIPATE IN THE URBAN ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND FOR THE UTILIZATION OF FUNDS MADE AVAILABLE BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, AND DECLARING AN EMERGENCY.** (1<sup>st</sup> Reading)

**GENERAL REQUESTS** – Mr. Bailey requested \$30,000.00 & \$27,540.00, totaling \$57,540.00 to be approved for engineering costs for the SWIF grant and the 319 Grant. These are reimbursable dollars from the grants but need to be expended now to prepare the bidding documents.

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

Questions/Discussions – Mr. Takacs asked Mrs. Crockett what fund these dollars will be taken from until the reimbursement is received. Mrs. Crockett stated that it will come out of the storm water account. Mr. Bailey stated that reimbursement from Lake County is very quick. Roll call on approval, 7 yeas. Motion carried.

**VISITORS COMMENT** – Mr. John Kennedy (182 East Main Street) read a letter written by his wife regarding flooding that occurred in May 2014. Mr. Kennedy asked to be included in future discussions regarding the solutions to the Hyder Drive flooding.

Jack Lading (603 West Main Street) stated that he had a tour of the new fire station and encourages all to visit and tour. He stated that he is concerned that there is only one driveway for the station and is concerned what would happen if there were an accident blocking the driveway. He asked about a traffic light being installed at that intersection. Mayor Britton stated that this is an ODOT issue but added that he will follow up with Chief Lutz. Mayor Britton stated that to receive a tour, call 428-1522.

## **STAFF REPORTS**

**Engineer** (given by Mr. Gerson ) – Mr. Gerson stated that he has been in discussion with American International and paving is scheduled to take place mid-September on Amy, Sunset and a portion of Appaloosa. Mr. Gerson stated that he visited the area and will e-mail Mr. Bailey with his recommendations. Mr. Gerson stated that he has resigned from URS and this will be his last Council meeting. He thanked Council and added that he has enjoyed working with them. He stated that he will be sending out an e-mail with his personal e-mail and phone number to Council. Both Mayor Britton and Mr. Lee thanked Mr. Gerson for his service.

**Police Chief** – Chief Shannon stated that she is working on the scheduling issues which continue to be difficult. She added that school started today and reminded all to watch out for the children heading to and from school.

**Administration Report:** - Mr. Bailey stated that the cleanout of oxidation ditch number one has been completed at the WWTP. It went very well.

The 2015 budget process is well underway.

The new website is being updated daily and we have focused a lot of effort on the storm water pages. He provided details about what can be found on that part of the website. He stated that we are researching funding options for the projects listed.

Mr. Bailey stated that the road garage is on a septic tank and has floor drains that are draining into the creek which is not acceptable. Immediate actions were taken to address these issues. The septic tank has been pumped down and the restrooms at that location are no longer being used and neither are the floor drains. The next step to rectify the situation is to tie into the sanitary sewer which would cost approximately \$30,000.00, which is not a viable option at this

time. Mr. Hamercheck asked that the septic tank at the road garage not be crushed and destroyed. Mr. Bailey stated that it will come before Council prior to that being done. Mr. Bailey stated that we are 'stable' with the EPA at this point as far as the road garage property is concerned.

Mr. Bailey stated that the leak survey of the water system has been completed. Eleven fairly large leaks were located totaling 59,700 gallons of non-revenue water being lost daily. Of the eleven, ten have been repaired and we are down to one at a rate of 500 gallons per day. The repaired leaks will equate to \$87,395.00 in lost revenue that we will recoup in the next year. We plan to have this survey repeated next year.

**Misc. Reports/Comments:** - Mr. Frager asked Mr. Cahill, in regards to the water line project, does he know when the bulk water agreement is due. Mr. Cahill stated that he did not know off hand but stated that he believes that it is within the next six months to a year. He referred to Mr. Bailey who stated that it is September, 2015. Mr. Frager asked Mr. Cahill for an update on the water line project. Mr. Cahill responded that the UAG has not met and once they do he will have an update. Mr. Frager stated that this is a 1.1 million dollar project and Mr. Cahill said earlier that he was elected to oversee the spending of tax payers dollars yet he does not know where we are at with such a large project. He asked why Mr. Cahill does not spend his efforts on items like this project instead of items that were discussed this evening as well as the copier issue. Mr. Frager asked Mr. Cahill for explanation as to why the project is 1.1 million dollars yet Ordinance 20-2013 that was passed lists it as 1.4 million. Mr. Cahill stated that these questions are in response to the discussion of resolution 15-2014 earlier that Mr. Frager sponsored.

Ms. Lynn asked if the UAG would still be meeting. Mayor Britton stated no and added that the UAG will be contacted by Mr. Bailey when needed. The Committee of the Whole (C.O.W.) will be held prior to the second Council meeting of the month.

**Mayor's Report: -**

Upcoming dates:

Mon. Aug. 25 <sup>th</sup>	6:30pm Public Hearing – Ord. 14-2014
Mon. Aug. 25 <sup>th</sup>	7:00pm Council Workshop
Mon. Sept. 1 <sup>st</sup>	Village Hall closed for Labor Day
Tues. Sept. 2 <sup>nd</sup>	7:30pm Council Meeting
Mon. Sept. 8 <sup>th</sup>	7:00pm Planning and Zoning Meeting
Mon. Sept. 15 <sup>th</sup>	7:30pm Council Meeting

Motion to adjourn at 9:23pm made by Mr. Takacs, seconded by Mr. Vest.  
Roll call on adjournment, 7 yeas. Meeting adjourned.

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Sam Britton Jr., Mayor

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Kenneth D. Takacs, Council President

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DATE

Attested:

\_\_\_\_\_  
Kristie M. Crockett, Acting Fiscal Officer

\_\_\_\_\_  
DATE

Council Minutes  
VILLAGE OF MADISON  
Public Hearing Minutes  
August 25, 2014

**RECORD OF PROCEEDINGS**

Mayor Britton called the public hearing to order at 6:33PM.

Council Members Mr. Frager, Mr. Hamercheck, Mr. Donaldson, Mr. Mabe, Mr. Takacs, Mr. Cahill and Mr. Vest were in attendance. Also in attendance was Dwayne Bailey, Administrator.

**DESCRIPTION:**

**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.**

**VISITORS COMMENTS: None**

**BRIEFING OF WRITTEN COMMENTS: None**

**COUNCIL DISCUSSION:** Mr. Cahill stated that it is his position that the Village only needs one area designated for sexually oriented businesses. He stated that B-5 was first recommended as the best area for a sexually oriented business. He referred to Mr. Johnson's e-mail dated July 30, 2013 that stated that B-5 is 108 acres which is 4% of the Madison Village land mass. The M-2 area south of I-90 is composed of 75 acres and it is approximately 2.8% of our land mass. Mr. Cahill referred to the case that was cited in the Planning and Zoning report of 2011 and read an excerpt from that report. He added that no one on Council wants a sexually oriented business to open within Madison Village, especially on Edwards Street which is in the center of our Village. He repeated that he feels that the Village only needs one area and the area south of I-90 keeps that type of business 'as far away as possible'. He added that while there may not be an imminent threat of any such business moving in today or tomorrow or even next year but we need to plan for the future of the Village. He asked Council to vote in favor of this ordinance.

Mr. Hamercheck referred to a comment that resident Mr. Sabo made in a recent Council meeting. That this Council, Mayor nor the administration has the right to reduce property values. Edwards Street was chosen as a result of 'two locations are better than one'. He stated that there has been discussion and it is a matter of record that Edwards Street was never a viable option for this type of business. It was more of an 'insurance policy' if ever challenged. He added that unless Council or the Planning Commission can state, individually or collectively that the Edwards Street location has merit, it would have no standing if ever challenged in court. It is a deterrent to new homeowners and the Edwards Street location is in close proximity to Sweet Briar and Square's Acres. Mr. Hamercheck asked to remove Edwards Street as a possible location for a sexually oriented business when it comes time to vote on this ordinance.

Page 2

**ADJOURNMENT:**

Motion to adjourn at 6:39pm made by Mr. Vest, seconded by Mr. Mabe.  
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

\_\_\_\_\_  
Date

**PAY ORDINANCE 2305**

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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:*

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<b>Payroll:</b>	<b>\$ 27,777.60</b>
<b>Payables:</b>	<b>\$ 39,188.33</b>

<b>Grand Total for Pay Ordinance 2305</b>	<b>\$ 66,965.93</b>
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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 2<sup>nd</sup> day of September, 2014.*

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Kristie M. Crockett,  
Acting Fiscal Officer

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Sam Britton Jr.,  
Mayor

## Payment Listing

August 2014

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
552-2014	08/29/2014	08/27/2014	EP	CAROL BILLETTER	\$923.53	O
553-2014	08/29/2014	08/27/2014	EP	SUSAN L. BRITTON	\$288.58	O
554-2014	08/29/2014	08/27/2014	EP	RALF W. CASWELL	\$527.65	O
555-2014	08/29/2014	08/27/2014	EP	JASON L. CHAPMAN	\$1,543.02	O
556-2014	08/29/2014	08/27/2014	EP	DAVID P. COGAR	\$1,001.88	O
557-2014	08/29/2014	08/27/2014	EP	JENNIFER P. CONAWAY	\$871.90	O
558-2014	08/29/2014	08/27/2014	EP	DOUGLAS M. COVERT	\$1,294.00	O
559-2014	08/29/2014	08/27/2014	EP	KRISTIE M. CROCKETT	\$1,015.08	O
560-2014	08/29/2014	08/27/2014	EP	TIMOTHY SEAN DAY	\$152.67	O
561-2014	08/29/2014	08/27/2014	EP	RICHARD GIFFIN SR.	\$1,296.68	O
562-2014	08/29/2014	08/27/2014	EP	KRISTINE N. GRAFTON	\$708.00	O
563-2014	08/29/2014	08/27/2014	EP	JOHN B KOETH	\$901.26	O
564-2014	08/29/2014	08/27/2014	EP	KATHLEEN M. LOVE	\$341.56	O
565-2014	08/29/2014	08/27/2014	EP	REMINGTON A. MANN	\$163.21	O
566-2014	08/29/2014	08/27/2014	EP	SCOTT ALLEN PIRC	\$1,057.03	O
567-2014	08/29/2014	08/27/2014	EP	BRENT RUSS	\$88.46	O
568-2014	08/29/2014	08/27/2014	EP	COLIN SCHULTZ	\$739.93	O
569-2014	08/29/2014	08/27/2014	EP	DAWN C. SHANNON	\$1,303.60	O
570-2014	08/29/2014	08/27/2014	EP	THURSTON C SVAGERKO	\$464.39	O
571-2014	08/29/2014	08/27/2014	EP	RUTHIE TURKENBURG	\$123.41	O
572-2014	08/29/2014	08/27/2014	EP	DAVID A YANKIE	\$1,264.72	O
574-2014	08/29/2014	08/27/2014	EW	IRS	\$3,331.24	O
11921	08/29/2014	08/27/2014	PR	DWAYNE BAILEY	\$1,326.69	O
11922	08/29/2014	08/27/2014	PR	DALE GOEBEL	\$1,975.83	O
11923	08/29/2014	08/27/2014	PR	MICHAEL A HUFFMAN	\$119.55	O
11924	08/29/2014	08/27/2014	PR	Sam Lapish	\$431.92	O
11925	08/29/2014	08/27/2014	PR	MARGARET ANN LOHR	\$314.87	O
11926	08/29/2014	08/27/2014	PR	TROY A MCINTOSH	\$236.04	O
11927	08/29/2014	08/27/2014	PR	KENNETH MOLES	\$93.17	O
11928	08/29/2014	08/27/2014	PR	JUSTIN R. NOWAKOWSKI	\$449.60	O
11929	08/29/2014	08/27/2014	PR	BEVERLY A O'NEILL	\$757.91	O
11930	08/29/2014	08/27/2014	PR	MICHAEL JOSEPH SMITH	\$867.40	O
11931	08/29/2014	08/27/2014	PR	ROY C WHIPPLE	\$128.37	O
11932	08/29/2014	08/27/2014	WH	AFLAC	\$21.60	O
11933	08/29/2014	08/27/2014	WH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$1,135.00	O
11934	08/29/2014	08/27/2014	WH	OHIO CHILD SUPPORT PAYMENT CENTRA	\$517.85	O
Total Payments:					\$27,777.60	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$27,777.60	

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

**2305  
OVERTIME WORKED**

<b>DEPARTMENT</b>	<b>HOURS</b>	<b>YTD</b>	<b>NOTES</b>
<b>POLICE</b>	<u>P/E 8-23-2014</u>		
Gary Bolton		4.75	
Sue Britton	2.50	7.75	Mayor's Court
Ralf Caswell	3.00	8.00	Partial must fill shift
Doug Covert	9.50	116.50	Shift coverage and end of shift calls
Timothy Sean Day	2.00	2.00	Shift coverage
Patrick Donaldson		8.00	
Alex Gritton		0.00	
Michael Huffman		6.50	
Kathy Humphrey		2.50	
Steven Kensinger		0.00	
Troy McIntosh		23.75	
Ken Moles		0.25	
Ian Mussell		0.00	
Justin Nowakowski		55.50	
Brent Russ		5.50	
Colin Schultz	4.00	155.00	Partial must fill shifts & Arrest
Brandon Smith		146.00	
Michael Smith		132.50	
Thurston Svagerko	4.00	12.00	Partial must fill shift
Donny Walker		17.00	
<b>TOTAL:</b>	<b>25.00</b>	<b>703.50</b>	
<b>M&amp;R</b>			
Jason Chapman	7.00	50.00	2 waterbreaks, cemetery, meeting
Rich Giffin	4.00	176.00	Work on PD Barn, Call in for storm drain
Scott Pirc		180.00	
<b>TOTAL:</b>	<b>11.00</b>	<b>406.00</b>	
<b>SEWER</b>			
David Cogar	4.50	77.50	Chipper/Township
Dale Goebel	8.50	1.00	1.0 Madison, 7.5 GOTL
John Koeth		82.00	
<b>TOTAL:</b>	<b>13.00</b>	<b>160.50</b>	
<b>WATER</b>			
Dave Yankee	7.00	75.50	Pump Station (rt 90), and power out at I90 Station
<b>TOTAL:</b>	<b>7.00</b>	<b>75.50</b>	
<b>OFFICE/ADMIN</b>			
Jason Chapman		80.00	
Kristie Crockett		9.00	
Kathy Love - Senior Center		2.00	
<b>TOTAL</b>	<b>0.00</b>	<b>91.00</b>	
<b>OVERTIME TOTAL:</b>	<b>56.00</b>	<b>1436.50</b>	

## Payment Listing

August 2014

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
547-2014	08/19/2014	08/19/2014	CH	ANDOVER BANKING CENTER	\$58.24	0
548-2014	08/19/2014	08/19/2014	CH	ANDOVER BANKING CENTER	\$22.67	0
11915	08/20/2014	08/20/2014	AW	GREAT DAY TOURS	\$1,324.00	0
11916	08/22/2014	08/22/2014	AW	FirstEnergy Nuclear Generation LLC	\$232.00	0
11917	08/22/2014	08/22/2014	AW	FirstEnergy	\$45.00	0
11918	08/22/2014	08/22/2014	AW	FIRST ENERGY NUCLEAR GENERATION C	\$91.00	0
11919	08/22/2014	08/22/2014	AW	FIRST ENERGY NUCLEAR GENERATION C	\$146.00	0
11920	08/22/2014	08/22/2014	AW	American Transmission Systems Inc.	\$1.00	0
11935	08/29/2014	08/29/2014	AW	PITNEY BOWES	\$151.18	0
11936	08/29/2014	08/29/2014	AW	CARQUEST AUTO PARTS	\$127.28	0
11937	08/29/2014	08/29/2014	AW	HD SUPPLY WATERWORKS - EASTLAKE	\$1,538.70	0
11938	08/29/2014	08/29/2014	AW	LAKE COUNTY DEPT OF UTILITIES	\$77.62	0
11939	08/29/2014	08/29/2014	AW	ILLUMINATING COMPANY	\$7,791.11	0
11940	08/29/2014	08/29/2014	AW	VERIZON WIRELESS	\$300.38	0
11941	08/29/2014	08/29/2014	AW	FIRST COMMUNICATIONS	\$61.32	0
11942	08/29/2014	08/29/2014	AW	CASHEN	\$363.00	0
11943	08/29/2014	08/29/2014	AW	County Waste Services LTD	\$245.00	0
11944	08/29/2014	08/29/2014	AW	ATWELL'S POLICE & FIRE EQUIPMENT	\$393.04	0
11945	08/29/2014	08/29/2014	AW	NORTH COAST ENVIRONMENTAL LAB., INC	\$102.00	0
11946	08/29/2014	08/29/2014	AW	MILLER & COMPANY	\$378.00	0
11947	08/29/2014	08/29/2014	AW	AVALON PEST CONTROL SVCS	\$159.00	0
11948	08/29/2014	08/29/2014	AW	CULLIGAN OF NORTHEAST OHIO	\$39.00	0
11949	08/29/2014	08/29/2014	AW	WINDSTREAM	\$1,162.19	0
11950	08/29/2014	08/29/2014	AW	URS CORPORATION	\$4,511.00	0
11951	08/29/2014	08/29/2014	AW	GAZETTE PUBLISHING	\$41.25	0
11952	08/29/2014	08/29/2014	AW	DOMINION EAST OHIO GAS	\$149.67	0
11953	08/29/2014	08/29/2014	AW	Time Warner Cable	\$122.67	0
11954	08/29/2014	08/29/2014	AW	CONNIE ADAMS	\$90.00	0
11955	08/29/2014	08/29/2014	AW	WENDY LOREK	\$475.00	0
11956	08/29/2014	08/29/2014	AW	LAKE ERIE CHURCH OF GOD	\$335.00	0
11957	08/29/2014	08/29/2014	AW	GREAT DAY TOURS	\$204.00	0
11958	08/29/2014	08/29/2014	AW	BRIAN SAY	\$100.00	0
11959	08/29/2014	08/29/2014	AW	MADISON VILLAGE WATER/SEWER	\$383.50	0
11960	08/29/2014	08/29/2014	AW	JASON CHAPMAN	\$20.00	0
11961	08/29/2014	08/29/2014	AW	Dwayne Bailey	\$120.40	0
11962	08/29/2014	08/29/2014	AW	DALE GOEBEL	\$56.00	0
11963	08/29/2014	08/29/2014	AW	CHARLIE WHITE	\$50.00	0
11964	08/29/2014	08/29/2014	AW	STAPLES BUSINESS ADVANTAGE	\$198.89	0
11965	08/29/2014	08/29/2014	AW	ANTHEM BCBS OH GROUP	\$12,103.27	0
11966	08/29/2014	08/29/2014	AW	GUARDIAN - BETHLEHEM	\$1,372.57	0
11967	08/29/2014	08/29/2014	AW	PURCHASE POWER	\$1,111.70	0
11968	08/29/2014	08/29/2014	AW	VISA	\$543.19	0
11969	08/29/2014	08/29/2014	AW	JOSEPH PETER SZEMAN, ESQ.	\$2,411.49	0
Total Payments:					\$39,188.33	
Total Conversion Vouchers:					\$0.00	

**Payment Listing**

August 2014

Total Less Conversion Vouchers: \$39,188.33

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**

August 2014

Payment Advice #: 547-2014  
 Vendor / Payee: ANDOVER BANKING CENTER  
 Type: Accounting Electronic Payment  
 Purpose:

Status: Outstanding  
 Post Date: 08/19/2014  
 Transaction Date: 08/19/2014  
 Original Amount: \$58.24

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		MERCHANT FEES- UTILITIES	\$58.24	\$58.24	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/19/2014	08/19/2014	CH	BC 90-2014	1000-790-399-1075	Other - Other Contractual Services(CREDIT CARD FEE'S)	\$58.24	O
						<u>\$58.24</u>	

Payment Advice #: 548-2014  
 Vendor / Payee: ANDOVER BANKING CENTER  
 Type: Accounting Electronic Payment  
 Purpose:

Status: Outstanding  
 Post Date: 08/19/2014  
 Transaction Date: 08/19/2014  
 Original Amount: \$22.67

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		MERCHANT FEES - GENERAL	\$22.67	\$22.67	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/19/2014	08/19/2014	CH	BC 90-2014	1000-790-399-1075	Other - Other Contractual Services(CREDIT CARD FEE'S)	\$22.67	O
						<u>\$22.67</u>	

Payment Advice #: 11915  
 Vendor / Payee: GREAT DAY TOURS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/20/2014  
 Transaction Date: 08/20/2014  
 Original Amount: \$1,324.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	41-022992	STONNER/MILLER TRIP WITH SENIOR CENTER	\$1,324.00	\$1,324.00	SEPT 2014 TRIP

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/20/2014	08/20/2014	AW	BC 38-2014	2901-390-399-1008	Other - Other Contractual Services(TRIPS)	\$1,324.00	O
						<u>\$1,324.00</u>	

Payment Advice #: 11916  
 Vendor / Payee: FirstEnergy Nuclear Generation LLC  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/22/2014  
 Transaction Date: 08/22/2014  
 Original Amount: \$232.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Tax Refund	#5000003913	\$232.00	\$232.00	Acct # 43405005

**Payment Register Detail**

August 2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/22/2014	08/22/2014	AW	BC 63-2014	1000-755-349-0000	Other - Professional and Technical Services	\$232.00	O
						<u>\$232.00</u>	

Payment Advice #: 11917  
 Vendor / Payee: FirstEnergy  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/22/2014  
 Transaction Date: 08/22/2014  
 Original Amount: \$45.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Tax Refund	#5000004641	\$45.00	\$45.00	#43405005 (b)

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/22/2014	08/22/2014	AW	BC 63-2014	1000-755-349-0000	Other - Professional and Technical Services	\$45.00	O
						<u>\$45.00</u>	

Payment Advice #: 11918  
 Vendor / Payee: FIRST ENERGY NUCLEAR GENERATION COR  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/22/2014  
 Transaction Date: 08/22/2014  
 Original Amount: \$91.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Tax Refund	#5000004281 - Year 2008	\$91.00	\$91.00	#43405005 (c)

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/22/2014	08/22/2014	AW	BC 63-2014	1000-755-349-0000	Other - Professional and Technical Services	\$91.00	O
						<u>\$91.00</u>	

Payment Advice #: 11919  
 Vendor / Payee: FIRST ENERGY NUCLEAR GENERATION COR  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/22/2014  
 Transaction Date: 08/22/2014  
 Original Amount: \$146.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	Tax Refund	#500004459 - Tax Year 2009	\$146.00	\$146.00	#43405005 (d)

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/22/2014	08/22/2014	AW	BC 63-2014	1000-755-349-0000	Other - Professional and Technical Services	\$146.00	O
						<u>\$146.00</u>	

Payment Advice #: 11920  
 Vendor / Payee: American Transmission Systems Inc  
 Type: Accounting Warrant

Status: Outstanding  
 Post Date: 08/22/2014  
 Transaction Date: 08/22/2014

**Payment Register Detail**

August 2014

Purpose:

Original Amount: \$1.00

Detail							
Quantity	Units	Description			Unit Price	Extended Price	Invoice #
1.00	Tax Refund	#5000003658 - Tax Year 2009			\$1.00	\$1.00	#43405005 (e)

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/22/2014	08/22/2014	AW	BC 63-2014	1000-755-349-0000	Other - Professional and Technical Services	\$1.00	O
						<u>\$1.00</u>	

Payment Advice #: 11935  
 Vendor / Payee: PITNEY BOWES  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$151.18

Detail							
Quantity	Units	Description			Unit Price	Extended Price	Invoice #
1.00		postage meter ink cartridges			\$151.18	\$151.18	402616

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 24-2014	1000-790-410-0000	Office Supplies and Materials	\$151.18	O
						<u>\$151.18</u>	

Payment Advice #: 11936  
 Vendor / Payee: CARQUEST AUTO PARTS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$127.28

Detail							
Quantity	Units	Description			Unit Price	Extended Price	Invoice #
4.00	PRY BARS	WATER DEPT			\$31.82	\$127.28	1562-178306

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 93-2014	5101-533-420-0000	Operating Supplies and Materials	\$127.28	O
						<u>\$127.28</u>	

Payment Advice #: 11937  
 Vendor / Payee: HD SUPPLY WATERWORKS - EASTLAKE  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$1,538.70

Detail							
Quantity	Units	Description			Unit Price	Extended Price	Invoice #
2.00	METERS	8 8571 KE MJ RW GV O/L L/A			\$769.35	\$1,538.70	C806128

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status

Payment Register Detail

August 2014

08/29/2014	08/29/2014	AW	BC 72-2014	5101-800-590-0000	Other - Capital Outlay		\$1,538.70	O
							<u>\$1,538.70</u>	

Payment Advice #: 11938  
 Vendor / Payee: LAKE COUNTY DEPT OF UTILITIES  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$77.62

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SEWER	SENIOR CENTER	\$77.62	\$77.62	8/25/2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 36-2014	2901-330-312-0000	Water and Sewage	\$77.62	O
						<u>\$77.62</u>	

Payment Advice #: 11939  
 Vendor / Payee: ILLUMINATING COMPANY  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$7,791.11

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	MASTER	ACCT#210 000 420 005	\$7,768.35	\$7,768.35	8-22-2014
1.00	TRAFFIC L	ACCT #110 068 973 830	\$11.22	\$11.22	8-20-2014
1.00	TRAFFIC L	ACCT #110 067 907 052	\$11.54	\$11.54	8-20-2014B

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	PO 4-2014	1000-110-311-0000	Electricity	\$255.07	O
08/29/2014	08/29/2014	AW	PO 4-2014	1000-390-311-0000	Electricity	\$161.91	O
08/29/2014	08/29/2014	AW	PO 4-2014	1000-710-311-0000	Electricity	\$763.03	O
08/29/2014	08/29/2014	AW	PO 4-2014	1000-790-311-1005	Electricity(TRAFFIC LIGHTS)	\$22.76	O
08/29/2014	08/29/2014	AW	PO 4-2014	2011-620-311-0000	Electricity	\$84.58	O
08/29/2014	08/29/2014	AW	PO 4-2014	2901-330-311-0000	Electricity	\$1,131.60	O
08/29/2014	08/29/2014	AW	PO 4-2014	5101-531-311-0000	Electricity	\$1,505.75	O
08/29/2014	08/29/2014	AW	PO 4-2014	5201-541-311-0000	Electricity	\$3,866.41	O
						<u>\$7,791.11</u>	

Payment Advice #: 11940  
 Vendor / Payee: VERIZON WIRELESS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$300.38

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	POLICE	AIR CARDS #786583298-00001	\$300.38	\$300.38	9730561813

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
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**Payment Register Detail**

August 2014

08/29/2014 08/29/2014 AW PO 12-2014 1000-110-321-3210 Telephone{CELL PHONES}

\$300.38 O  
\$300.38

Payment Advice #: 11941  
 Vendor / Payee: FIRST COMMUNICATIONS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$61.32

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	ADMIN	LONG DISTANCE	\$61.32	\$61.32	12492680

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 69-2014	1000-710-321-0000	Telephone	\$61.32	O
						<u>\$61.32</u>	

Payment Advice #: 11942  
 Vendor / Payee: CASHEN  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$363.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	3 YARDS	FOR SHERWOOD DRIVE/WATER ISSUE	\$363.00	\$363.00	21776

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 88-2014	5101-533-420-0000	Operating Supplies and Materials	\$11.40	O
08/29/2014	08/29/2014	AW	BC 92-2014	5101-533-420-0000	Operating Supplies and Materials	\$26.84	O
08/29/2014	08/29/2014	AW	BC 93-2014	5101-533-420-0000	Operating Supplies and Materials	\$324.76	O
						<u>\$363.00</u>	

Payment Advice #: 11943  
 Vendor / Payee: County Waste Services LTD  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$245.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	SEPTIC TANK AT ROAD GARAGE	\$245.00	\$245.00	28864

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	PO 100-2014	2011-620-399-0000	Other - Other Contractual Services	\$245.00	O
						<u>\$245.00</u>	

Payment Advice #: 11944  
 Vendor / Payee: ATWELL'S POLICE & FIRE EQUIPMENT  
 Type: Accounting Warrant

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014

**Payment Register Detail**

August 2014

Purpose:

Original Amount: \$393.04

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	UNIFORM:	MARISSA COLLINS/POLICE	\$393.04	\$393.04	76562

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 60-2014	1000-110-270-0000	Uniforms and Clothing	\$393.04	O
						<u>\$393.04</u>	

Payment Advice #: 11945

Vendor / Payee: NORTH COAST ENVIRONMENTAL LAB., INC.

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

Original Amount: \$102.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
2.00	LABS	AMMONIA	\$15.00	\$30.00	32612
2.00	LABS	NITRATE/NITRITE	\$12.00	\$24.00	32612
2.00	LABS	TKN	\$20.00	\$40.00	32612
1.00	LAB	PHOSPHORUS	\$8.00	\$8.00	32612

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	PO 27-2014	5201-549-399-0000	Other - Other Contractual Services	\$102.00	O
						<u>\$102.00</u>	

Payment Advice #: 11946

Vendor / Payee: MILLER & COMPANY

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

Original Amount: \$378.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REGULAR	DANA'S PARK PORTA POTTY	\$106.00	\$106.00	328736
1.00	HANDICAF	VILLAGE PARK PORTA POTTY	\$166.00	\$166.00	328737
1.00	REGULAR	FAIRVIEW CEMETERY PORTA POTTY	\$106.00	\$106.00	328653

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 14-2014	1000-320-420-0000	Operating Supplies and Materials	\$272.00	O
08/29/2014	08/29/2014	AW	BC 34-2014	2031-240-420-0000	Operating Supplies and Materials	\$106.00	O
						<u>\$378.00</u>	

Payment Advice #: 11947

Vendor / Payee: AVALON PEST CONTROL SVCS

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

Original Amount: \$159.00

**Detail**

**Payment Register Detail**

August 2014

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	MONTHLY	SENIOR CENTER	\$39.00	\$39.00	53187
1.00	MONTHLY	POLICE/ADMIN - VILLAGE HALL	\$25.00	\$25.00	53233
1.00	MONTHLY	STRATTON PLACE	\$25.00	\$25.00	53236
1.00	MONTHLY	ROAD GARAGE	\$35.00	\$35.00	53235
1.00	MONTHLY	POLICE GARAGE	\$35.00	\$35.00	53234

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	PO 76-2014	1000-110-399-0000	Other - Other Contractual Services	\$12.50	O
08/29/2014	08/29/2014	AW	BC 87-2014	1000-110-431-0000	Repairs and Maintenance of Buildings and Land	\$35.00	O
08/29/2014	08/29/2014	AW	PO 76-2014	1000-320-439-0000	Other - Repairs and Maintenance	\$25.00	O
08/29/2014	08/29/2014	AW	PO 76-2014	1000-755-390-0000	Other Contractual Services	\$12.50	O
08/29/2014	08/29/2014	AW	BC 26-2014	2011-610-439-0000	Other - Repairs and Maintenance	\$35.00	O
08/29/2014	08/29/2014	AW	BC 79-2014	2901-390-439-0000	Other - Repairs and Maintenance	\$39.00	O
						\$159.00	

Payment Advice #: 11948

Vendor / Payee: CULLIGAN OF NORTHEAST OHIO

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

Original Amount: \$39.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	RENTAL	WATER COOLER / SENIOR CENTER	\$39.00	\$39.00	7-31-2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 37-2014	2901-390-399-0000	Other - Other Contractual Services	\$39.00	O
						\$39.00	

Payment Advice #: 11949

Vendor / Payee: WINDSTREAM

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

Original Amount: \$1,162.19

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	POLICE	440-428-3421	\$441.13	\$441.13	8-11-2014A
1.00	WATER	440-428-0701	\$53.86	\$53.86	8-11-2014B
1.00	ADMIN	440-428-7526	\$442.77	\$442.77	8-11-2014C
1.00	ADMIN-FA	440-428-6703	\$63.10	\$63.10	8-11-2014D
1.00	SEN CENT	440-428-6664	\$111.09	\$111.09	8-11-2014E
1.00	SEWER	440-428-2988	\$50.24	\$50.24	8-11-2014F

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	PO 11-2014	1000-110-321-0000	Telephone	\$441.13	O
08/29/2014	08/29/2014	AW	PO 11-2014	1000-710-321-0000	Telephone	\$505.87	O
08/29/2014	08/29/2014	AW	PO 11-2014	2901-330-321-0000	Telephone	\$111.09	O
08/29/2014	08/29/2014	AW	PO 11-2014	5101-531-321-0000	Telephone	\$53.86	O
08/29/2014	08/29/2014	AW	PO 11-2014	5201-541-321-0000	Telephone	\$50.24	O

**Payment Register Detail**

August 2014

1.00	ADMIN/PD	5441300357541		\$27.68	\$27.68	8-21-14C
1.00	SENIOR C	4441400357579		\$34.31	\$34.31	8-21-14D
1.00	ROAD GAI	7441400357585		\$29.66	\$29.66	8-21-14E

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	PO 5-2014	1000-110-313-0000	Natural Gas	\$44.07	O
08/29/2014	08/29/2014	AW	PO 5-2014	1000-390-313-0000	Natural Gas	\$27.79	O
08/29/2014	08/29/2014	AW	PO 5-2014	1000-710-313-0000	Natural Gas	\$13.84	O
08/29/2014	08/29/2014	AW	PO 5-2014	2011-620-313-0000	Natural Gas	\$29.66	O
08/29/2014	08/29/2014	AW	PO 5-2014	2901-330-313-0000	Natural Gas	\$34.31	O
						<u>\$149.67</u>	

Payment Advice #: 11953  
 Vendor / Payee: Time Warner Cable  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$122.67

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SEN.CTR	261592301	\$122.67	\$122.67	8-16-2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 37-2014	2901-390-399-0000	Other - Other Contractual Services	\$122.67	O
						<u>\$122.67</u>	

Payment Advice #: 11954  
 Vendor / Payee: CONNIE ADAMS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$90.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
6.00	STUDENT	ART CLASS - SENIOR CENTER	\$15.00	\$90.00	100232

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 42-2014	2901-390-399-2912	Other - Other Contractual Services{INSTRUCTORS}	\$90.00	O
						<u>\$90.00</u>	

Payment Advice #: 11955  
 Vendor / Payee: WENDY LOREK  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$475.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	LINE DAN	WINTER & SPRING 2014 INSTRUCTOR	\$475.00	\$475.00	8-25-2014

**Payment Register Detail**

August 2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 42-2014	2901-390-399-2912	Other - Other Contractual Services{INSTRUCTORS}	\$95.00	O
08/29/2014	08/29/2014	AW	BC 101-2014	2901-390-399-2912	Other - Other Contractual Services{INSTRUCTORS}	\$380.00	O
						<u>\$475.00</u>	

Payment Advice #: 11956

Vendor / Payee: LAKE ERIE CHURCH OF GOD

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

Original Amount: \$335.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		TRIP TO AMISH LANDS , PA. OCT 2-4	\$335.00	\$335.00	8-28-14

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 38-2014	2901-390-399-1008	Other - Other Contractual Services{TRIPS}	\$335.00	O
						<u>\$335.00</u>	

Payment Advice #: 11957

Vendor / Payee: GREAT DAY TOURS

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

Original Amount: \$204.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	DEPOSIT	PIGEON FORGE TRIP #41-022992	\$204.00	\$204.00	9-28 TO 10-2

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 38-2014	2901-390-399-1008	Other - Other Contractual Services{TRIPS}	\$204.00	O
						<u>\$204.00</u>	

Payment Advice #: 11958

Vendor / Payee: BRIAN SAY

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

Original Amount: \$100.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REFUND	SECURITY DEPOSIT #70511700	\$100.00	\$100.00	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	Direct	5781-599-610-0000	Deposits Refunded	\$100.00	O
						<u>\$100.00</u>	

Payment Advice #: 11959

Vendor / Payee: MADISON VILLAGE WATER/SEWER

Type: Accounting Warrant

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

**Payment Register Detail**

August 2014

Purpose:

Original Amount: \$363.50

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	00307200	SENIOR CENTER WATER	\$63.50	\$63.50	8-15-14
1.00	SEC. DEPT	APPLY TO FINAL #70701300	\$100.00	\$100.00	
1.00	SEC. DEPT	APPLY FINAL #70701300	\$100.00	\$100.00	
1.00	SEC. DEPT	APPLY FINAL #60511000	\$100.00	\$100.00	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 36-2014	2901-330-312-0000	Water and Sewage	\$63.50	O
08/29/2014	08/29/2014	AW	Direct	5781-599-620-0000	Deposits Applied	\$100.00	O
08/29/2014	08/29/2014	AW	Direct	5781-599-620-0000	Deposits Applied	\$200.00	O
						<u>\$363.50</u>	

Payment Advice #: 11960  
 Vendor / Payee: JASON CHAPMAN  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$20.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REIMBURSE	PYMT FOR CLASS AT LAKE CO SAFETY COUNCIL	\$20.00	\$20.00	8-28-2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 77-2014	2011-620-348-0000	Training Services	\$20.00	O
						<u>\$20.00</u>	

Payment Advice #: 11961  
 Vendor / Payee: Dwayne Bailey  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$120.40

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
215.00	MILES	MILEAGE THRU 8/15 - 8/22/2014	\$0.56	\$120.40	8-22-2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 89-2014	1000-710-252-0000	Travel and Transportation	\$120.40	O
						<u>\$120.40</u>	

Payment Advice #: 11962  
 Vendor / Payee: DALE GOEBEL  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$56.00

Detail

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

August 2014

100.00 MILES TRIP TO EPA OFFICE FOR MEETING \$0.58 \$56.00 8-22-14

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 52-2014	5201-549-420-0000	Operating Supplies and Materials	\$56.00	O
						<u>\$56.00</u>	

Payment Advice #: 11963  
 Vendor / Payee: CHARLIE WHITE  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$50.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REFUND	BULK WATER SECURITY DEPOSIT	\$50.00	\$50.00	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	Direct	5781-599-810-0000	Deposits Refunded	\$50.00	O
						<u>\$50.00</u>	

Payment Advice #: 11964  
 Vendor / Payee: STAPLES BUSINESS ADVANTAGE  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$198.89

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	ADMIN	OFFICE SUPPLIES (CLIPS,PAPER, TP,BINDERS)	\$76.01	\$76.01	8031068802
1.00	ADMIN	OFFICE SUPPLIES (PAY ORD PAPER, MARKERS, CACL TAPE, PENCILS,PENS, SHEE	\$122.88	\$122.88	8030904061

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 24-2014	1000-790-410-0000	Office Supplies and Materials	\$198.89	O
						<u>\$198.89</u>	

Payment Advice #: 11965  
 Vendor / Payee: ANTHEM BCBS OH GROUP  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 08/29/2014  
 Transaction Date: 08/29/2014  
 Original Amount: \$12,103.27

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	HEALTH	BENEFITS	\$12,103.27	\$12,103.27	119836757

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 98-2014	1000-110-221-0000	Medical/Hospitalization	\$1,128.78	O
08/29/2014	08/29/2014	AW	BC 99-2014	1000-720-221-0000	Medical/Hospitalization	\$207.84	O
08/29/2014	08/29/2014	AW	BC 5-2014	1000-790-221-0000	Medical/Hospitalization	\$46.26	O

**Payment Register Detail**

August 2014

08/29/2014	08/29/2014	AW	BC 100-2014	1000-790-221-0000	Medical/Hospitalization	\$2,224.01	O
08/29/2014	08/29/2014	AW	BC 6-2014	2011-620-221-0000	Medical/Hospitalization	\$2,200.75	O
08/29/2014	08/29/2014	AW	BC 8-2014	5101-531-221-0000	Medical/Hospitalization	\$3,031.05	O
08/29/2014	08/29/2014	AW	BC 9-2014	5201-541-221-0000	Medical/Hospitalization	\$3,264.58	O
						<u>\$12,103.27</u>	

**Payment Advice #: 11966**  
**Vendor / Payee:** GUARDIAN - BETHLEHEM  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 08/29/2014  
**Transaction Date:** 08/29/2014  
**Original Amount:** \$1,372.57

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	VISION/DE	BENEFITS	\$1,372.57	\$1,372.57	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 98-2014	1000-110-221-0000	Medical/Hospitalization	\$246.76	O
08/29/2014	08/29/2014	AW	BC 99-2014	1000-720-221-0000	Medical/Hospitalization	\$22.87	O
08/29/2014	08/29/2014	AW	BC 100-2014	1000-790-221-0000	Medical/Hospitalization	\$397.23	O
08/29/2014	08/29/2014	AW	BC 6-2014	2011-620-221-0000	Medical/Hospitalization	\$219.09	O
08/29/2014	08/29/2014	AW	BC 8-2014	5101-531-221-0000	Medical/Hospitalization	\$221.12	O
08/29/2014	08/29/2014	AW	BC 9-2014	5201-541-221-0000	Medical/Hospitalization	\$265.50	O
						<u>\$1,372.57</u>	

**Payment Advice #: 11967**  
**Vendor / Payee:** PURCHASE POWER  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 08/29/2014  
**Transaction Date:** 08/29/2014  
**Original Amount:** \$1,111.70

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	POSTAGE	REFILL METER 8000-9080-0063-7871	\$1,111.70	\$1,111.70	8-25-2014

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 55-2014	1000-110-322-0000	Postage	\$50.00	O
08/29/2014	08/29/2014	AW	BC 56-2014	1000-710-322-0000	Postage	\$222.34	O
08/29/2014	08/29/2014	AW	BC 68-2014	1000-720-410-0000	Office Supplies and Materials	\$61.16	O
08/29/2014	08/29/2014	AW	BC 58-2014	5101-531-322-0000	Postage	\$389.10	O
08/29/2014	08/29/2014	AW	BC 59-2014	5201-541-322-0000	Postage	\$389.10	O
						<u>\$1,111.70</u>	

**Payment Advice #: 11968**  
**Vendor / Payee:** VISA  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 08/29/2014  
**Transaction Date:** 08/29/2014  
**Original Amount:** \$543.19

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	POLICE	# 1102 - GO DADDY, DOLLAR GENERAL	\$38.45	\$38.45	

**Payment Register Detail**

August 2014

1.00	MAYORS	# 2639 - GIFT CARDS FOR ART CONTEST WINNERS	\$160.00	\$160.00
1.00	WATER	# 1110 - PART FOR FOLDING MACHINE-UTILITIES	\$32.33	\$32.33
1.00	ADMIN	# 1128 - NOTARY STAMP/SEAL CONAWAY	\$66.51	\$66.51
1.00	ROADS	# 2829 - DOG WASTE BAGS	\$116.44	\$116.44
1.00	SEWER	# 3308 - 15 GAL SPRAYER, PLIERS, WRENCH	\$129.46	\$129.46

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	BC 11-2014	1000-110-420-0000	Operating Supplies and Materials	\$38.45	O
08/29/2014	08/29/2014	AW	BC 14-2014	1000-320-420-0000	Operating Supplies and Materials	\$116.44	O
08/29/2014	08/29/2014	AW	BC 24-2014	1000-790-410-0000	Office Supplies and Materials	\$66.51	O
08/29/2014	08/29/2014	AW	BC 25-2014	1000-790-420-0000	Operating Supplies and Materials	\$160.00	O
08/29/2014	08/29/2014	AW	BC 93-2014	5101-533-420-0000	Operating Supplies and Materials	\$32.33	O
08/29/2014	08/29/2014	AW	BC 52-2014	5201-549-420-0000	Operating Supplies and Materials	\$129.46	O
						<u>\$543.19</u>	

Payment Advice #: 11969

Vendor / Payee: JOSEPH PETER SZEMAN, ESQ.

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 08/29/2014

Transaction Date: 08/29/2014

Original Amount: \$2,411.49

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	POLICE		\$776.49	\$776.49	020-2014-08
1.00	ADMIN/CIVIL		\$1,635.00	\$1,635.00	020-2014-08

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
08/29/2014	08/29/2014	AW	PO 9-2014	1000-110-341-0000	Accounting and Legal Fees	\$776.49	O
08/29/2014	08/29/2014	AW	PO 81-2014	1000-790-341-0000	Accounting and Legal Fees	\$1,635.00	O
						<u>\$2,411.49</u>	

Total Payments: \$39,188.33

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.

**ORDINANCE NO. 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**

WHEREAS, the Council desires to amend §8.7(c) of the Codified Ordinances of Madison Village, Ohio, Part Seven - Planning and Zoning, to eliminate permanent parcel nos. 02-A-008-0-00-027-0 and 02-A-008-0-00-028-0 as locations at which a sexually oriented business may be located; and

WHEREAS, it is the Council's sole purpose and intent to do so in furtherance of mitigating the adverse secondary effects of sexually oriented business from the adjacent residentially zoned districts; and

WHEREAS, the legislative purpose and findings set forth in §8.7(a) of the Zoning Code are incorporated herein by this reference; and

WHEREAS, this Ordinance was referred to the Planning and Zoning Commission which undertook review and has made timely recommendation to the Council as required by Art. 18, §18.3 of the Zoning Code; and

WHEREAS, pursuant to Art. 18, §18.4, the Council has conducted the required public hearing after timely publication notice; and

WHEREAS, upon consideration of the recommendation made by the Planning and Zoning Commission, public comments presented, and having given the matter its independent consideration, the Council finds that it is in the public interest, health and welfare, and consistent with good zoning practice to amend the Zoning Code with the addition of new subsection (7) to Art. 8, §8.7(c).

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

**SECTION 1.** That §8.7(c) of the Codified Ordinances of Madison Village, Ohio, Part Seven - Planning and Zoning, is hereby amended with the addition of subsection (7), which shall read as follows:

"(7) Notwithstanding any provisions of §4.3(f) of the Zoning Code to the contrary, and in priority over any such conflicting provisions, no sexually oriented business shall be located on permanent parcel nos. 02-A-008-0-00-027-0 and 02-A-008-0-00-028-0, which prohibition shall include any future subdivision(s) or consolidation(s) of either parcel."

SECTION 2. 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 3. This Ordinance shall take effect at the earliest time provided by law.

PASSED:

\_\_\_\_\_

\_\_\_\_\_  
Ken Takacs,  
President of Council

Attested:

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

Approved:

\_\_\_\_\_  
Sam Britton Jr.,  
Mayor

\_\_\_\_\_  
Date

1<sup>st</sup> Reading, July 21, 2014  
2<sup>nd</sup> Reading, August 4, 2014  
3<sup>rd</sup> Reading, August 18, 2014 (Tabled)

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 17<sup>th</sup> 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**

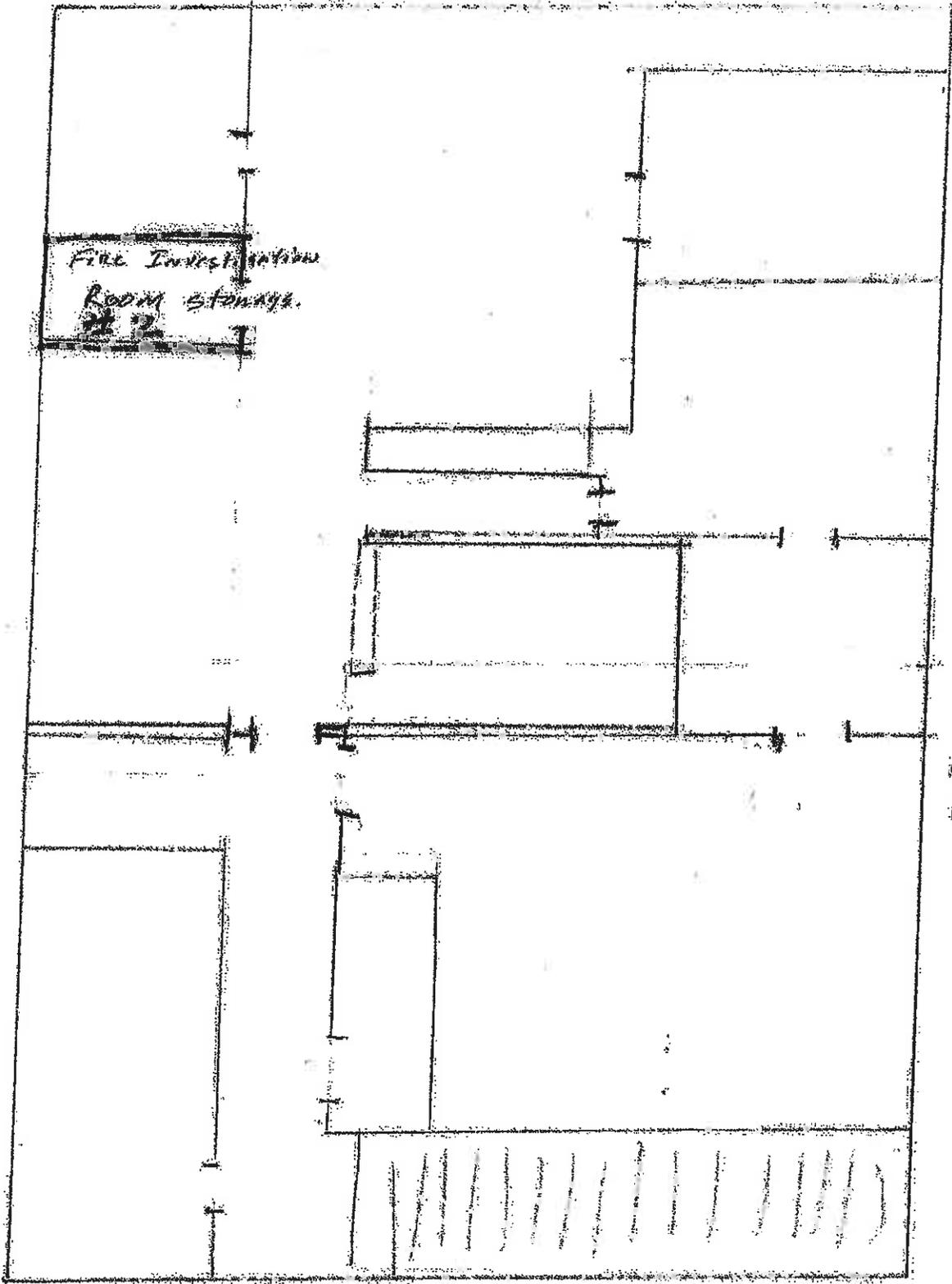
The undersigned Fiscal Officer of Madison Village, Lake County, Ohio hereby certifies that the monies required to meet the obligations of the Village of Madison, which is One Hundred Eighty-Nine Thousand Dollars (\$189,000.00) under the "Agreement Between the Village of Madison, Ohio and the Madison 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: \_\_\_\_\_

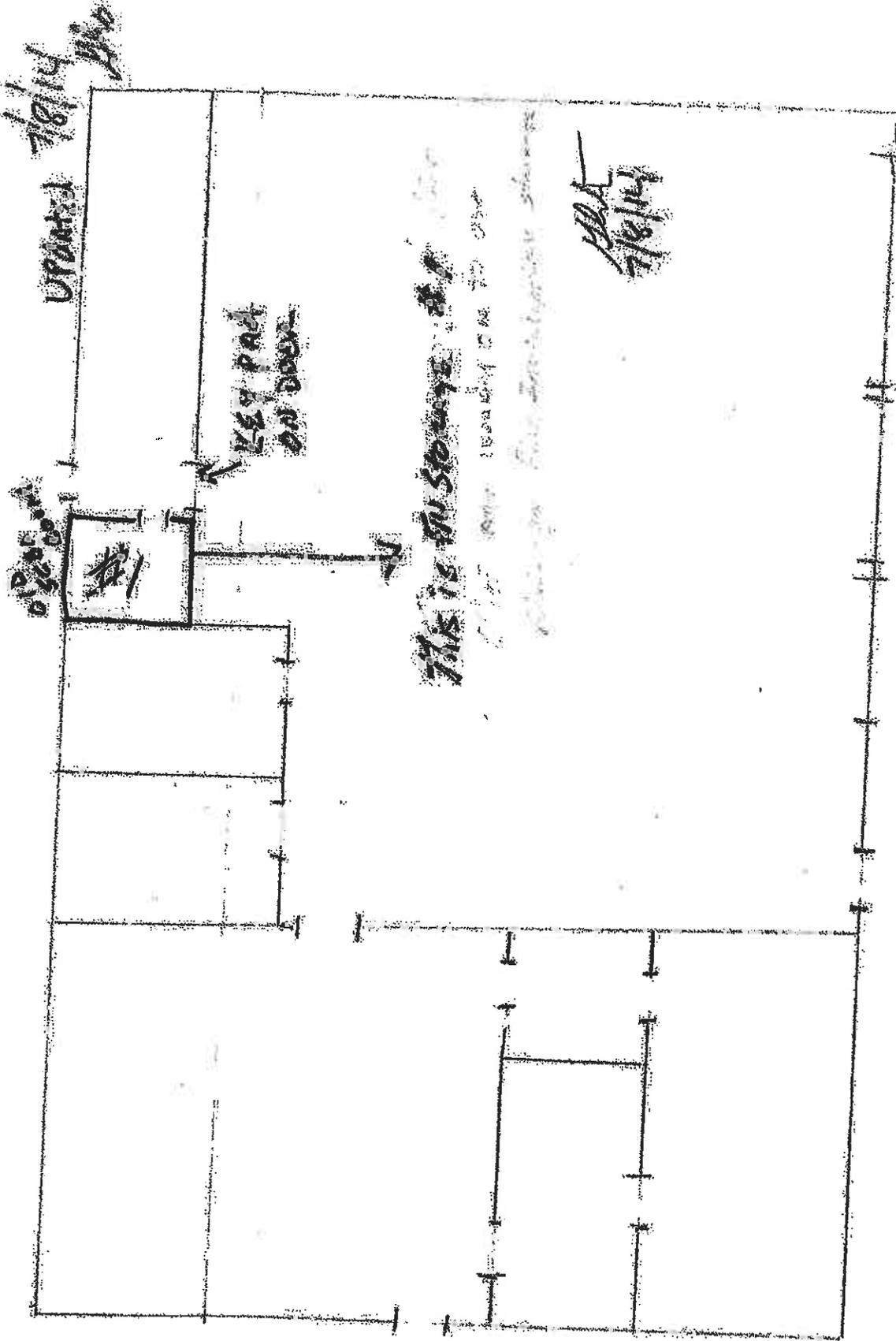
2ND FLOOR



33 N. LAKE ST.

\* NOT TO SCALE

# 1<sup>st</sup> FLOOR



33. N. LAKE ST.

\* NOT TO SCALE

1 inch:20 feet

Map Date: 1/14/10

05120306  
 4.0 AC  
 LAKE COUNTY OF  
 02-A-006-A-01-001-0  
 81 SAMUEL ST

1.0 AC ROW

CSX TRANSPORTATION  
INC TAX DEPT 2010

02-A-000-0-00-200-A 0.00

REAL PROPERTY

**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

1<sup>st</sup> Reading, August 4, 2014  
2<sup>nd</sup> Reading, August 18, 2014  
3<sup>rd</sup> Reading, September 2, 2014

Sponsored by Mayor Britton

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. 19 - 2014**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT WITH THE LAKE COUNTY SOIL AND  
WATER CONSERVATION DISTRICT FOR PROFESSIONAL  
SERVICES RELATED TO THE GROWING GREEN  
ON MAIN STREET PROJECT**

WHEREAS, pursuant to an Ohio EPA 2014 Surface Water Improvement Grant, the Village will be undertaking the Growing Green on Main Street Project and requires professional services for administration, education and outreach, and related Project activities; and

WHEREAS, the Lake County Soil and Water Conservation District has the expertise in applicable regulatory matters and is able to provide the administrative oversight and related activities necessary for the 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 the Lake County Soil and Water Conservation District in an amount not to exceed five thousand dollars (\$5,000.00), said contract being 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 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**  
***Growing Green on Main Street***

<b>Madison Village Project Contact, Address &amp; Telephone:</b> Dwayne Bailey, 126 West Main Street, Madison, OH 44057, 440/428-7526
<b>Lake SWCD Project Contact, Address &amp; Telephone:</b> Maurine Orndorff, 125 E. Erie St., Painesville OH, 44077, 440/350-5863
<b>Contract Period:</b> August 15, 2014 – August 30, 2015

**SECTION A: PURPOSE AND BACKGROUND**

The purpose of this contract is to formalize the relationship between Lake County Soil & Water Conservation District (hereafter referred to as LSWCD) and Madison Village regarding the administration of the Ohio Environmental Protection Agency (hereafter referred to as Ohio EPA) 2014 Surface Water Improvement Grant (hereafter referred to as SWIF) reporting for the Growing Green on Main Street (hereafter referred to as the Project).

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

1. LSWCD provides leadership and technical expertise to guide stewardship and conservation of our unique natural resources.
2. Madison Village has acquired a SWIF grant for the Project from Ohio EPA.
3. LSWCD has a staff Watershed Coordinator whose responsibilities include assisting Madison Village with watershed planning and the implementation of the Arcola Creek Watershed Action Plan.
4. The Project includes the installation of bio-retention cells to increase infiltration of stormwater and reduce the delivery of nutrients to Arcola Creek.

**SECTION B: MADISON VILLAGE COMMITMENTS**

Under this contract, Madison Village agrees to the following:

1. Utilize LSWCD for the grant administration, education and outreach, and subcontract requirements associated with the grant.
2. Include LSWCD in meetings and presentations related to the project, and provide LSWCD with any supporting material necessary to fulfill the above commitments.
3. Review LSWCD 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 LSWCD for SWIF grant reporting.

### **SECTION C: LSWCD COMMITMENTS**

Under this contract, LSWCD agrees to the following:

1. Administer the SWIF 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 LSWCD, 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 SWIF Grant.
4. LSWCD 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 LSWCD to complete grant administration, education, and subcontract review as detailed above for the Project. The funding will be available to LSWCD as a quarterly reimbursement as completed grant reports are completed by LSWCD.
2. In order to receive payment, LSWCD must file an invoice for staff time spent on activities related to completion of this contract. LSWCD will maintain timecards of all staff time in accordance with grant procedures.
3. Eligible costs under this contract may include LSWCD staff time undertaken within the contract period.
4. Upon submission of LSWCD 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 LSWCD 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 through a grant from the Ohio Environmental Protection Agency under the provisions of the Surface Water Improvement Fund. 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 LSWCD fail to carry out terms of the contract, LSWCD or Madison Village may terminate this contract or determine that such failure does not warrant termination. In either case, LSWCD may require Madison Village to reimburse for any work performed up until the termination of the contract.
4. LSWCD 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 LSWCD:**  
Dan Donaldson, District Administrator  
Lake Soil & Water Conservation District  
125 E. Erie St.  
Painesville, OH 44077

#### SECTION H: CONTRACT EFFECTIVE DATE

This contract is effective when signed by Madison Village and LSWCD. 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, LSWCD 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 LSWCD and Madison Village.

\_\_\_\_\_  
Dan Donaldson, District Administrator  
Lake County Soil & Water Conservation District

Date \_\_\_\_\_

\_\_\_\_\_  
Sam Britton, Mayor  
Madison Village

Date \_\_\_\_\_

1<sup>st</sup> Reading, August 18, 2014  
2<sup>nd</sup> Reading, September 2, 2014

Sponsored / Introduced by: Mayor Britton

## RESOLUTION NO. 20-2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE LAKE COUNTY BOARD OF COMMISSIONERS TO PARTICIPATE IN THE URBAN ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND FOR THE UTILIZATION OF FUNDS MADE AVAILABLE BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, AND DECLARING AN EMERGENCY.**

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides an entitlement of funds for community development purposes for urban counties; and

WHEREAS, Lake County will be designated as an "Urban County" provided that it secures the continued commitments with various political subdivisions in Lake County; and

WHEREAS, the Mayor and Council may desire the use of "CDBG Urban County Entitlement Funds" for needed public improvements in Lake County and its municipalities; and

WHEREAS, the County shall prepare Applications for FY 2015, 2016 and 2017 CDBG Urban County Entitlement Funds pursuant to the aforementioned Act.

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

Section 1. That the Mayor be and is hereby authorized to enter into an agreement with the Lake County Board of Commissioners in a form substantially the same as that attached hereto as Exhibit 1 effective from the first day of the 2015 program year through and including the last day of the 2017 program year. Said Agreement shall authorize the County to undertake essential Community Development and Housing Assistance Plans and projects eligible under the Housing and Community Development Act of 1974, as amended.

Section 2. That the funds necessary for the purposes of this Resolution authorized thereby shall be paid from "CDBG Urban County Entitlement Funds" under the Housing and Community Development Act of 1974, as amended.

Section 3. That 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 Council, and that all deliberation 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 § 121.22 of the Ohio Revised Code.

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of the inhabitants of the community, and for the further reasons to permit the County to submit the documents at the earliest date possible in order to meet Federal deadlines for program eligibility to secure possible funding, wherefore this Resolution shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Kenneth D. Takacs,  
President of Council

Attested:

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

Approved:

Date: \_\_\_\_\_

\_\_\_\_\_  
Sam Britton Jr., Mayor

COOPERATION AGREEMENT  
URBAN COUNTY ENTITLEMENT PROGRAM

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Political Subdivision of \_\_\_\_\_, Ohio, (hereinafter referred to as "Political Subdivision"), by its Chief Executive Officer, duly authorized by Ordinance No. \_\_\_\_\_, passed by its Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2014; and the County of Lake, Ohio (hereinafter referred to as "County"), duly authorized by a Resolution adopted by its Board of County Commissioners on the 12th day of August, 2014.

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides an entitlement of funds for community development purposes for urban counties; and that this Agreement covers both the Community Development Block Grant (CDBG) Entitlement program and, the HOME Investment Partnership program; and

WHEREAS, Lake County may be designated as an Urban County provided that it secures Cooperation Agreements with various political subdivisions in Lake County; and

WHEREAS, the Chief Executive Officer and the Legislative Body of the Political Subdivision of \_\_\_\_\_ City desires the use of "Urban County Entitlement Funds" for needed public improvements in Lake County and its municipalities; and

WHEREAS, the County shall prepare an Application for FY'2015, 2016 and 2017 Urban County Entitlement Funds pursuant to the aforementioned Act for the FY'2015, 2016 and 2017 Program Years; and

WHEREAS, the County and the cooperating unit of general local government will take all actions necessary to assure compliance with the Urban County's Certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964; the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws; and

WHEREAS, this Agreement gives the County authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG) from FY'2015, 2016, and 2017 appropriations and from any program income generated from the expenditure of such funds; and

WHEREAS, urban county funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certifications, is prohibited; and

WHEREAS, the County and unit of general local government agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Action of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing; and

WHEREAS, the unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, if any CDBG activity is undertaken between the County and the Political Subdivision, where the Political Subdivision desires to undertake and implement the activity, the Political Subdivision is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503; and

WHEREAS, by executing the Cooperation Agreement the Political Subdivision understands that it may not apply for grants under the Small Cities or State CDBG Programs for fiscal years during the period in which it is participating in the Urban County's CDBG program; and may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation; and

WHEREAS, this Agreement in effect until the CDBG and HOME funds and income received with respect to the three-year qualifications period (and any successive qualification periods) are expended and the funded activities completed, and that the parties hereto may not terminate or withdraw from this Agreement while the Agreement remains in effect; and

WHEREAS, the Political Subdivision has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration, within the Political Subdivisions jurisdiction; and,

WHEREAS, this Agreement will automatically be reviewed for participation in successive three-year qualification periods, unless the County or Political Subdivision provides written notice it elects not to participate in a new qualification period; and by the date specified by HUD for the next qualification period, the County will notify the Political Subdivision in writing of its right to make such elections; and that failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, will void the automatic renewal of such qualification period; and

NOW, THEREFORE, the Political Subdivision and the County do hereby promise and agree that:

That the period of time of this Agreement shall be from the first day of the 2015 program year, through and including the last day of the 2017 program year; and,

The County will, on behalf of the Political Subdivision, execute essential Community Development and Housing Assistance applications, plans, programs, and projects eligible under the Housing and Community Development Act of 1974 as amended, and the County and the Political Subdivision will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

IN WITNESS WHEREOF, the Political Subdivision and the County have caused this Agreement to be

executed by their respective officers thereunto duly authorized as of the day and year first above written.

Approved as to form.

POLITICAL SUBDIVISION OF

\_\_\_\_\_ City

\_\_\_\_\_  
Director of Law Political  
Subdivision of \_\_\_\_\_  
(City, Village)

BY: \_\_\_\_\_  
(Mayor, Manager or Administrator)

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, OHIO

\_\_\_\_\_  
Daniel P. Troy, President

\_\_\_\_\_  
Robert E. Aufuldish

\_\_\_\_\_  
Judy Moran

Opinion of County's Counsel:

The terms and provisions of this agreement are fully authorized under State and Local law, and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

BY: \_\_\_\_\_  
Legal Counsel