



## Village of Madison

### Mayor

Sam Britton, Jr.

### Council Members

H.O. Jay Adams  
Daniel L. Donaldson  
Dana R. Drown  
Robert F. Lee  
Mark V. Vest

### Village Administrator

Dwayne Bailey

### Law Director

Joseph P. Szeman

### Chief of Police

Troy A. McIntosh

### Fiscal Officer

Kristie M. Crockett

### Engineer

Eric Haibach

33 E. Main Street  
Madison, Ohio 44057

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### Website:

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

## MADISON VILLAGE COUNCIL

April 8, 2024

7:00 pm Regular Council Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

PUBLIC HEARING

(Re: Ordinance No. 10-2024)

MINUTES

(from March 25, 2024 Council Meeting)

FIRST HEARING OF PERSONS BEFORE COUNCIL

(Limited to 5 minutes per guest)

### LEGISLATION BEFORE COUNCIL:

#### PAY ORDINANCE #2502

#### OLD LEGISLATION:

**ORDINANCE NO. 7-2024: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, SECTION 131.15, SICK LEAVE, TO PERMIT ELIGIBLE EMPLOYEES TO CONVERT UNUSED SICK TIME UPON SEPARATION FROM EMPLOYMENT. (Tabled March 11, 2024)**

**ORDINANCE NO. 8-2024: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, SECTION 131.05 TO ADJUST PAY GRADE COMPENSATION LEVELS. (Tabled March 11, 2024)**

**ORDINANCE NO. 10-2024: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, PART SEVEN – PLANNING AND ZONING, TO ADD A DEFINITION FOR A VAPE STORE IN SECTION 2.2(B) OF ARTICLE 2 AND TO AMEND SECTION 4.3(F) OF ARTICLE 4 TO ADD VAPE STORE AS A USE WITHIN THE LAND USE MATRIX WHICH USE SHALL NOT BE PERMITTED IN ANY ZONING DISTRICT. (3rd Reading)**

**ORDINANCE NO. 13-2024: AN ORDINANCE ENACTING FOR CODIFICATION PURPOSES CHAPTER 183 OF PART ONE, ADMINISTRATIVE CODE, OF THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, LEVYING AN EXCISE TAX OF EIGHT PERCENT ON PARKING OCCUPANCY TRANSACTIONS WITHIN THE VILLAGE OF MADISON. (2nd Reading)**

**NEW LEGISLATION:**

**ORDINANCE NO. 14-2024: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EIP HOLDINGS II, LLC FOR THE SALE OF AN EXISTING LEASE AND FOR A RELATED GRANT OF AN EASEMENT BOTH RELATED TO AN AREA OF 6,400 SQUARE FEET LOCATED AT 81 SAMUEL STREET; AND DECLARING AN EMERGENCY. (1<sup>st</sup> Reading)**

**PURCHASE ORDERS AND OTHER APPROVAL PERMITTED BY MOTION: None**

**ADMINISTRATOR'S REPORT**

- **Engineer's Report**
- **Fiscal Officer's Report:**
- **Police Chief's Report:**

**COMMISSION AND COMMITTEE REPORTS**

**NEW BUSINESS**

**FINAL HEARING OF PERSONS BEFORE COUNCIL**

**(Limited to 5 minutes per guest)**

**MAYOR'S REPORT**

## ADJOURNMENT

### Upcoming Important Dates/Meeting

Thurs. April 18 <sup>th</sup>	P & Z Mtg. 7:00 pm
Mon. April 22 <sup>nd</sup>	C.O.W. 6:30 pm
Mon. April 22 <sup>nd</sup>	Council Mtg. 7:00 pm
Mon. May 13 <sup>th</sup>	Council Mtg. 7:00 pm
Wed. May 15 <sup>th</sup>	Fire Board Mtg. 7:00 pm
Mon. May 27 <sup>th</sup>	Village Hall Closed (Memorial Day)
<b>Tues. May 28<sup>th</sup></b>	C.O.W. 6:30 pm
<b>Tues. May 28<sup>th</sup></b>	Council Mtg. 7:00 pm

VILLAGE OF MADISON  
Regular Council Meeting  
March 25, 2024

**RECORD OF PROCEEDINGS**

Mayor Britton called the meeting to order at 7:01PM.

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. Adams, Mr. Donaldson, Ms. Drown, Mr. Lee and Mr. Vest were in attendance. Also in attendance were Administrator Mr. Bailey, Law Director Mr. Szeman, Fiscal Officer Kristie Crockett, Village Engineer Eric Haibach and Chief of Police Troy McIntosh.

**PUBLIC HEARING:** None

**MINUTES**

Mayor Britton announced minutes to be approved for the Council Meeting held on March 11, 2024.

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

Questions/Discussions – None

Roll call on approval, 4 yeas. 1 abstention by Mr. Lee. Motion carried.

**FIRST HEARING OF PERSONS BEFORE COUNCIL:** None

**PAY ORDINANCE**

Mayor Britton presented Pay Ordinance No. 2501: \$56,622.47 for payroll and \$16,345.84 for current and upcoming expenses, for a total of \$72,968.31.

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

Questions/Discussions – None

Roll call on approval, 5 yeas. Motion carried.

**OLD LEGISLATION:**

**ORDINANCE NO. 10-2024: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, PART SEVEN – PLANNING AND ZONING, TO ADD A DEFINITION FOR A VAPE STORE IN SECTION 2.2(B) OF ARTICLE 2 AND TO AMEND SECTION 4.3(F) OF ARTICLE 4 TO ADD VAPE STORE AS A USE WITHIN THE LAND USE MATRIX WHICH USE SHALL NOT BE PERMITTED IN ANY ZONING DISTRICT. (2<sup>nd</sup> Reading)**

Administrator Bailey stated that there will be a public hearing on this ordinance at the next Council meeting prior to the third reading.

**NEW LEGISLATION:**

**ORDINANCE NO. 11-2024: AN ORDINANCE ACCEPTING AND AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT**

**OF NATURAL RESOURCES FOR THE WETLAND TRAIL PROJECT, TO PERFORM ALL ACTIONS NECESSARY TO ACCEPT GRANT FUNDS, AND DECLARING AN EMERGENCY. (1<sup>st</sup> Reading)**

Motion for suspension made by Mr. Vest, seconded by Ms. Drown.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

Motion for passage made by Mr. Adams, seconded by Mr. Lee.

Questions/Discussion: Mr. Bailey explained that this legislation is an agreement with Madison Village and ODNR so the Village can accept the \$50,000.00 grant funds for the Wetland Trails Project.

Roll call on the motion: 5 yeas. Motion carried.

**ORDINANCE NO. 12-2024: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH FLOCK GROUP, INC. FOR TWO FLOCK LPR CAMERAS AND RELATED SERVICES; AND DECLARING AN EMERGENCY. (1<sup>st</sup> Reading)**

Motion for suspension made by Mr. Vest, seconded by Ms. Drown.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

Motion for passage made by Mr. Adams, seconded by Mr. Lee.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

**ORDINANCE NO. 13-2024: AN ORDINANCE ENACTING FOR CODIFICATION PURPOSES CHAPTER 183 OF PART ONE, ADMINISTRATIVE CODE, OF THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, LEVYING AN EXCISE TAX OF EIGHT PERCENT ON PARKING OCCUPANCY TRANSACTIONS WITHIN THE VILLAGE OF MADISON. (1<sup>st</sup> Reading)**

Motion for suspension was made by Mr. Vest, which was rescinded due to first reading.

Law Director Szeman stated that this legislation will have to go three (3) readings, if Council passes it on the third reading, it will go into effect on June 1, 2024.

He explained that this does not apply to residential homes. It applies to any other facility that charges for parking. He provided a few examples of what would fall under this tax such as the truck stops. If they charged a fee for overnight parking, that fee would be subject to the eight (8) percent tax.

He explained that the eight (8) percent is the maximum amount permitted by Ohio law.

**RESOLUTION NO. 2-2024: A RESOLUTION RECOGNIZING APRIL AS CHILD ABUSE PREVENTION MONTH.**

Motion for passage made by Mr. Lee, seconded by Mr. Adams.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

**RESOLUTION NO. 3-2024: A RESOLUTION CONFIRMING THE APPOINTMENT OF KYLE J. OCHSNER TO THE POSITION OF FULL TIME PATROL OFFICER; AND DECLARING AN EMERGENCY. (1<sup>st</sup> Reading)**

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

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

Motion for passage made by Mr. Adams, seconded by Ms. Drown.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

Police Chief McIntosh explained that this position was created when one of the departments Full Time Patrol Officers left around Christmas time.

Mr. Ochsner has several years of experience at the Fairport Harbor Police Department as well as the North Perry Police Department.

His pre-employment requirements are in the works, his anticipated start date is sometime during the week of April 8, 2024.

**PURCHASE ORDERS AND OTHER APPROVAL PERMITTED BY MOTION:**

A purchase order to Peroni Concrete in the amount of \$3,500.00 to replace old deteriorating sidewalk (located at Park Street & W. Main Street).

Mr. Bailey explained that this was in the permanent improvements along with the handicap ramp in front of Village Hall.

A motion for approval made by Mr. Lee, seconded by Mr. Vest.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

A purchase order to Flock Group, Inc. in the amount of \$13,300.00 for two (2) Flock LPR cameras and related services. (Upon passage of Ordinance No. 12-2024)

Motion for approval made by Mr. Adams, seconded by Mr. Lee.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

A purchase order to Delta Strategic, LLC in the amount of \$4,105.00 for milling of slides of existing pistols, purchase of twelve (12) pistol optics and back up iron sights, installation of above items (Police Department)

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

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

A motion from the floor to authorize the Mayor to sign a letter of intent with Everest Infrastructure Partners for the purchase of the cell tower lease on Samuel Street was made by Mr. Lee, seconded by Ms. Drown.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

Mr. Bailey stated that the lease agreement will be on the agenda at the next Council meeting. He will email the appraisal to Council.

## **ADMINISTRATOR'S REPORT:**

➤ **Engineer's report –**

Mr. Haibach reported that there is currently one (1) project out for bid which is the Parkway Paving Project. The bid opening for this is scheduled for Friday April 5, 2024 at noon. The anticipated completion date for this project is set for October 25, 2024.

He stated that there is one plan holder on the pan holders list which is Ronyak Paving.

He reported that CT Consultants is doing survey work on Middle Ridge Road for the Sidewalk Project.

He is currently waiting for an update with a start date from Lake County regarding the NOACCA paving repair.

➤ **Fiscal Officer's report –**

Mrs. Crockett provided a reminder that she will be leaving for Columbus on March 26, 2024 for the State Auditor's Local Government Conference. She will return on Thursday afternoon March 28, 2024.

➤ **Police Chief's report –**

Chief McIntosh reported that Officer Schultz's Field Officer Training has been rescheduled for later in August 2024.

Officer Wransky is currently attending a Field Rifle Instructor's Class and will return on Thursday March 28, 2024.

He reported that the work on the railroad may take place on Friday March 29, 2024.

In closing, he reported that next week is the final eclipse meeting at the EOC. He reminded all to expect increased traffic, and make sure your gas tank in your vehicle is full. There will be extra staff on during the day of the eclipse April 8, 2024.

➤ **Administrator's report –**

Administrator Bailey reported that the bands are starting to get booked for the upcoming Concerts in the Park.

The M.C.I.C.'s next event will be held on Thursday May 16, 2024 at the Holiday Inn celebrating their 5<sup>th</sup> Anniversary. Visitors are encouraged to bring a donation for the Madison Food Bank.

He reported that during the Mayor's and Manager's Meeting today, a representative from First Energy was in attendance. She shared that First Energy offers live wire training for First Responders. If there is a group of 25 or more, they will bring out a mobile unit for the training. He thought that it would be advantageous to get the Police Department, Fire Department and Road Department together for this training.

A brief discussion was held regarding turning the Village’s light poles into LED lighting.

**COMMISSION AND COMMITTEE REPORTS:**

Councilman Vest reported that he had a meeting with the Lake County Visitor’s Bureau in regards to the water tower located by I-90. He stated that they seem to be receptive to obtaining bids for the painting of the tower. After the bids are received, the Visitor’s Bureau will make a determination to see if they will provide any contributions towards this.

Councilman Lee stated that he has a contact at Fasson, he will see if we can get the lettering from them.

Bids will also be obtained for the demolition of the tower.

A decision as to what will happen to the tower will be made by the end of the year.

Councilman Adams reported that there was a Fire Board Meeting held on March 20, 2024. At the meeting, Firefighter Mike Brewer was promoted to Lieutenant.

**FINAL HEARING OF PERSONS BEFORE COUNCIL:** None

**NEW BUSINESS**

**Mayor’s Report: -**

Mayor Britton reported that due to the eclipse, Village Hall offices will be closed at noon. Discussion took place regarding the Council meeting for that evening. At this time, the meeting will take place as scheduled.

**ADJOURNMENT**

A motion to adjourn into Executive Session at 7:25 pm to discuss employee compensation with no business to take place after adjournment made by Mr. Vest, seconded by Mr. Adams.

A motion to reconvene from Executive Session at 8:13 pm was made by Mr. Vest, seconded by Mr. Donaldson.

Motion to adjourn at 8:14 pm made by Mr. Vest, seconded by Mr. Donaldson.

Roll call on adjournment, 5 yeas. Meeting adjourned.

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

\_\_\_\_\_  
Mark V. Vest Council President

\_\_\_\_\_  
DATE

Attested:

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

\_\_\_\_\_  
DATE



PAY ORDINANCE 2502

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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>84,259.02</b>
<b>Payables:</b>	\$	<b>87,411.00</b>

<b>Grand Total for Pay Ordinance 2502</b>	\$	<b>171,670.02</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 8<sup>th</sup> day of April, 2024.*

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Kristie M. Crockett,  
Fiscal Officer

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Sam Britton Jr.,  
Mayor

**Payment Listing**

3/23/2024 to 4/5/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
256-2024	03/28/2024	03/26/2024	EP	RICHARD GIFFIN SR.	\$1,465.04	O
258-2024	03/28/2024	03/26/2024	EP	CAROL BILLETTER	\$1,119.75	O
259-2024	03/28/2024	03/26/2024	EP	SUSAN L. BRITTON	\$331.53	O
260-2024	03/28/2024	03/26/2024	EP	JASON L. CHAPMAN	\$2,596.31	O
261-2024	03/28/2024	03/26/2024	EP	KRISTIE M. CROCKETT	\$2,029.76	O
262-2024	03/28/2024	03/26/2024	EP	GABRIELLE E CROUCH	\$1,098.26	O
263-2024	03/28/2024	03/26/2024	EP	JESSE A CUDNIK	\$2,298.33	O
264-2024	03/28/2024	03/26/2024	EP	PATRICK E EVANS	\$2,342.99	O
265-2024	03/28/2024	03/26/2024	EP	JENNIFER GAMIERE	\$2,213.07	O
266-2024	03/28/2024	03/26/2024	EP	RICHARD GIFFIN SR.	\$2,024.82	O
267-2024	03/28/2024	03/26/2024	EP	KRISTINE N. GRAFTON	\$1,100.70	O
268-2024	03/28/2024	03/26/2024	EP	SCOTT GUBANYAR	\$1,806.61	O
269-2024	03/28/2024	03/26/2024	EP	JANNELLE M JIROUSEK	\$1,461.05	O
270-2024	03/28/2024	03/26/2024	EP	MELISSA KIRK	\$539.25	O
271-2024	03/28/2024	03/26/2024	EP	CHRISTOPHER MILLER	\$1,316.54	O
272-2024	03/28/2024	03/26/2024	EP	DOUGLAS J PINKNEY	\$1,773.82	O
273-2024	03/28/2024	03/26/2024	EP	DWYANE REDRICK II	\$1,785.17	O
274-2024	03/28/2024	03/26/2024	EP	COLIN SCHULTZ	\$2,022.34	O
275-2024	03/28/2024	03/26/2024	EP	JUSTIN E STEFANCIN	\$2,058.52	O
276-2024	03/28/2024	03/26/2024	EP	THURSTON C SVAGERKO	\$287.20	O
277-2024	03/28/2024	03/26/2024	EP	JOSEPH P. SZEMAN	\$1,008.63	O
278-2024	03/28/2024	03/26/2024	EP	KELLY L WOODWORTH	\$1,188.61	O
279-2024	03/28/2024	03/26/2024	EP	ROBERT A WRANSKY	\$1,817.12	O
281-2024	03/26/2024	03/26/2024	EW	OHIO PUBLIC EMPLOYEES RETIREMENT S	\$14,831.84	O
282-2024	03/26/2024	03/26/2024	EW	OHIO POLICE & FIRE PENSION FUND	\$16,939.91	O
283-2024	04/02/2024	04/02/2024	EW	IRS	\$6,813.55	O
24477	03/28/2024	03/26/2024	PR	DWAYNE BAILEY	\$2,732.93	O
24478	03/28/2024	03/26/2024	PR	JAMES BORSI	\$1,217.19	O
24479	03/28/2024	03/26/2024	PR	TROY A MCINTOSH	\$2,161.67	O
24480	04/05/2024	04/05/2024	WH	ANTHEM	\$3,876.51	O
Total Payments:					\$84,259.02	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$84,259.02	

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.

**2502**  
**2024 Payroll - Overtime Worked**  
**PPE 03/23/24 Paydate 3/28/2024**

POLICE	Reg OT Hours For This Pay	Reg. OT YTD	Holiday OT Hours For This Pay	Holiday OT YTD	NOTES
Jesse Cudnik	7.00	110.00		25.00	3/10 Shift Covg (4), 3/18 Court (3)
Pat Evans	3.00	3.00		8.00	Court 3/18
Jennifer Gamiere	7.50	60.00		15.00	3/10 Shift covg (2), 3/15 Interview (3), 3/19 Warrant (2), 3/23 Late call (.5)
Scott Gubanyar		11.75		24.00	
Michael Harris		12.00		0.00	
Dwyane Redrick		0.00		2.00	
Colin Schultz		3.00		24.00	
Justin Stefancin		1.50		0.00	
Curt Svagerko	3.25	3.25		0.00	3/11 Range
Robert Wransky	5.00	42.25		24.00	3/11 Range (2), Late calls (3.0) - various days
<b>POLICE TOTAL:</b>	<b>25.75</b>	<b>246.75</b>	<b>0.00</b>	<b>122.00</b>	

M&R	NOTES				
Jason Chapman	12.50	152.50	Salting/Plowing, Broken flag pole,		
Rich Giffin	13.00	142.50	Salting/Plowing, School Zone signs		
Josh Pinkney	11.00	103.50	Salting/Plowing		
Jannelle Jirousek		6.00			
<b>M&amp;R TOTAL:</b>	<b>36.50</b>	<b>404.50</b>			

WATER/SEWER					
Chris Miller	9.00	67.00	Plant check		
Jannelle Jirousek	3.00	86.50	Plant check		
<b>WATER/SEWER TOTAL:</b>	<b>12.00</b>	<b>153.50</b>			

2024 TOTALS (in hours)	Regular OT This Pay	Regular OT YTD	Holiday OT This Pay - P.D.	Holiday OT YTD - P.D.	Total 2023 Overtime Hours Paid YTD including PD Holidays
	74.25	804.75	0.00	122.00	926.75

COMPARE: 2023 Totals (in hours)	Regular OT This Pay	Regular OT YTD	Holiday OT This Pay - P.D.	Holiday OT YTD - P.D.	Total Overtime Hours Paid YTD 2023 including PD Holidays
	103	783.5	0	137	920.5

COMPARE: 2022 Totals (in hours)	Regular OT This Pay	Regular OT YTD	Holiday OT This Pay - P.D.	Holiday OT YTD - P.D.	Total Overtime Hours Paid YTD 2022 including PD Holidays
	40.75	914.25	0	101	1015.25

**Payment Listing**  
3/23/2024 to 4/5/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
284-2024	03/29/2024	04/05/2024	CH	ANDOVER BANKING CENTER	\$185.61	0
285-2024	03/27/2024	04/05/2024	CH	SHEETZ EDGE - WEX BANK	\$826.92	0
286-2024	03/27/2024	04/05/2024	CH	SHELL FLEET PLUS	\$1,847.42	0
287-2024	04/05/2024	04/05/2024	CH	GRAYBAR FINANCIAL SERVICES	\$230.00	0
288-2024	04/05/2024	04/05/2024	CH	DOMINION EAST OHIO GAS	\$1,421.07	0
289-2024	04/05/2024	04/05/2024	CH	SAM'S CLUB	\$109.82	0
290-2024	04/05/2024	04/05/2024	CH	SPECTRUMVoIP	\$137.34	0
291-2024	04/05/2024	04/05/2024	CH	TRACTOR SUPPLY CO.	\$868.32	0
292-2024	04/05/2024	04/05/2024	CH	VISA	\$1,112.70	0
293-2024	04/05/2024	04/05/2024	CH	GUARDIAN - BETHLEHEM	\$1,446.70	0
24481	04/05/2024	04/05/2024	AW	ANTHEM BCBS OH GROUP	\$22,879.21	0
24482	04/05/2024	04/05/2024	AW	ANTHEM EAP	\$31.05	0
24483	04/05/2024	04/05/2024	AW	AVALON PEST CONTROL SVCS	\$44.00	0
24484	04/05/2024	04/05/2024	AW	BOB SUMEREL TIRE COMPANY	\$597.44	0
24485	04/05/2024	04/05/2024	AW	CARTER LUMBER	\$321.85	0
24486	04/05/2024	04/05/2024	AW	CHARTER COMMUNICATIONS	\$526.67	0
24487	04/05/2024	04/05/2024	AW	COVERALL NORTH AMERICA INC	\$525.00	0
24488	04/05/2024	04/05/2024	AW	Dwayne Bailey	\$172.52	0
24489	04/05/2024	04/05/2024	AW	GAZETTE PUBLISHING	\$20.63	0
24490	04/05/2024	04/05/2024	AW	GERBASI SIGNS & APPAREL	\$1,223.40	0
24491	04/05/2024	04/05/2024	AW	HEMLY TOOL SUPPLY, INC.	\$2,686.24	0
24492	04/05/2024	04/05/2024	AW	ILLUMINATING COMPANY	\$16,311.10	0
24493	04/05/2024	04/05/2024	AW	JIM DOHERTY TRUCKING, INC.	\$460.00	0
24494	04/05/2024	04/05/2024	AW	KRISTIE CROCKETT	\$245.22	0
24495	04/05/2024	04/05/2024	AW	LAKE COUNTY DEPT OF UTILITIES- WATEI	\$29,417.10	0
24496	04/05/2024	04/05/2024	AW	MADISON ACE HARDWARE	\$347.99	0
24497	04/05/2024	04/05/2024	AW	MARGARET R. WELCH-KELLER	\$288.00	0
24498	04/05/2024	04/05/2024	AW	NAPA AUTO PARTS	\$93.41	0
24499	04/05/2024	04/05/2024	AW	NORTHCOAST IMPRINTS LLC	\$120.00	0
24500	04/05/2024	04/05/2024	AW	OHIO PEACE OFFICER TRAINING	\$600.00	0
24501	04/05/2024	04/05/2024	AW	PATRICK CHAPMAN	\$400.00	0
24502	04/05/2024	04/05/2024	AW	RAYMOND BUILDERS SUPPLY	\$116.81	0
24503	04/05/2024	04/05/2024	AW	ROBERT WRANSKY	\$100.00	0
24504	04/05/2024	04/05/2024	AW	THE FLAG STORE	\$868.00	0
24505	04/05/2024	04/05/2024	AW	THE NEWS HERALD	\$216.65	0
24506	04/05/2024	04/05/2024	AW	USA Bluebook	\$250.33	0
24507	04/05/2024	04/05/2024	AW	VECTOR SECURITY	\$41.60	0
24508	04/05/2024	04/05/2024	AW	VERIZON WIRELESS	\$320.88	0
Total Payments:					\$87,411.00	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$87,411.00	

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

**Payment Listing**

3/23/2024 to 4/5/2024

- 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**

3/23/2024 to 4/5/2024

**Payment Advice #:** 284-2024  
**Vendor / Payee:** ANDOVER BANKING CENTER  
**Type:** Accounting Electronic Payment  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 03/29/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$185.61

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	GENERAL	MERCHANT FEES	\$53.98	\$53.98	
1.00	UTILITY	MERCHANT FEES	\$131.63	\$131.63	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
03/29/2024	04/05/2024	CH	BC 80-2024	1000-790-399-1075	Other - Other Contractual Services{CREDIT CARD FEE'S}	\$185.61	O
						<u>\$185.61</u>	

**Payment Advice #:** 285-2024  
**Vendor / Payee:** SHEETZ EDGE - WEX BANK  
**Type:** Accounting Electronic Payment  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 03/27/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$826.92

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	FUEL ACC	M&R, CEMETERY, WATER, SEWER	\$826.92	\$826.92	95675292

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
03/27/2024	04/05/2024	CH	BC 114-2024	2011-620-420-7000	Operating Supplies and Materials{FUEL}	\$477.91	O
03/27/2024	04/05/2024	CH	BC 69-2024	2031-240-420-0000	Operating Supplies and Materials	\$100.69	O
03/27/2024	04/05/2024	CH	BC 115-2024	5101-533-420-7000	Operating Supplies and Materials{FUEL}	\$153.99	O
03/27/2024	04/05/2024	CH	BC 101-2024	5201-549-420-7000	Operating Supplies and Materials{FUEL}	\$94.33	O
						<u>\$826.92</u>	

**Payment Advice #:** 286-2024  
**Vendor / Payee:** SHELL FLEET PLUS  
**Type:** Accounting Electronic Payment  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 03/27/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$1,847.42

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	POLICE	FUEL ACCOUNT	\$1,847.42	\$1,847.42	95650380

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
03/27/2024	04/05/2024	CH	BC 70-2024	2903-110-393-7000	Motor Vehicles{FUEL}	\$1,847.42	O
						<u>\$1,847.42</u>	

**Payment Advice #:** 287-2024  
**Vendor / Payee:** GRAYBAR FINANCIAL SERVICES  
**Type:** Accounting Electronic Payment  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 04/05/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$230.00

**Detail**

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

3/23/2024 to 4/5/2024

1.00	POLICE	PHONE EQUIPMENT LEASE		\$136.00	\$136.00	16279085
1.00	ADMIN	PHONE EQUIPMENT LEASE		\$94.00	\$94.00	16279069

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	CH	PO 10-2024	1000-790-399-0000	Other - Other Contractual Services	\$94.00	O
04/05/2024	04/05/2024	CH	PO 10-2024	2903-110-399-0000	Other - Other Contractual Services	\$136.00	O
						<u>\$230.00</u>	

**Payment Advice #:** 288-2024 **Status:** Outstanding  
**Vendor / Payee:** DOMINION EAST OHIO GAS **Post Date:** 04/05/2024  
**Type:** Accounting Electronic Payment **Transaction Date:** 04/05/2024  
**Purpose:** **Original Amount:** \$1,421.07

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	VILLAGE F	NATURAL GAS	\$160.43	\$160.43	
1.00	PD GARAC	NATURAL GAS	\$258.33	\$258.33	
1.00	SENIOR C	NATURAL GAS	\$147.55	\$147.55	
1.00	WATER	NATURAL GAS	\$115.65	\$115.65	
1.00	M&R-133 S	NATURAL GAS	\$243.22	\$243.22	
1.00	M&R-177 S	NATURAL GAS	\$153.69	\$153.69	
1.00	M&R-81 S	NATURAL GAS	\$342.20	\$342.20	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	CH	PO 1-2024	1000-710-313-0000	Natural Gas	\$80.21	O
04/05/2024	04/05/2024	CH	PO 1-2024	2011-620-313-0000	Natural Gas	\$166.62	O
04/05/2024	04/05/2024	CH	PO 46-2024	2011-620-313-0000	Natural Gas	\$572.49	O
04/05/2024	04/05/2024	CH	PO 1-2024	2901-330-313-0000	Natural Gas	\$147.55	O
04/05/2024	04/05/2024	CH	PO 46-2024	2903-110-313-0000	Natural Gas	\$338.55	O
04/05/2024	04/05/2024	CH	PO 1-2024	5101-531-313-0000	Natural Gas	\$115.65	O
						<u>\$1,421.07</u>	

**Payment Advice #:** 289-2024 **Status:** Outstanding  
**Vendor / Payee:** SAM'S CLUB **Post Date:** 04/05/2024  
**Type:** Accounting Electronic Payment **Transaction Date:** 04/05/2024  
**Purpose:** **Original Amount:** \$109.82

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	OPERATING SUPPLIES	\$109.82	\$109.82	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	CH	BC 83-2024	2901-390-420-0000	Operating Supplies and Materials	\$109.82	O
						<u>\$109.82</u>	

**Payment Advice #:** 290-2024 **Status:** Outstanding  
**Vendor / Payee:** SPECTRUMVoIP **Post Date:** 04/05/2024  
**Type:** Accounting Electronic Payment **Transaction Date:** 04/05/2024  
**Purpose:** **Original Amount:** \$137.34

**Payment Register Detail**

3/23/2024 to 4/5/2024

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	ADMIN	PHONE SERVICE	\$40.05	\$40.05	324727	
1.00	PD	PHONE SERVICE	\$97.29	\$97.29	324728	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	CH	PO 27-2024	1000-710-321-0000	Telephone	\$40.05	O
04/05/2024	04/05/2024	CH	PO 27-2024	2903-110-321-0000	Telephone	\$97.29	O
						<u>\$137.34</u>	

Payment Advice #: 291-2024 Status: Outstanding  
 Vendor / Payee: TRACTOR SUPPLY CO. Post Date: 04/05/2024  
 Type: Accounting Electronic Payment Transaction Date: 04/05/2024  
 Purpose: Original Amount: \$868.32

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	M&R & PD	TRAILER REPAIR, MOWER REPAIR, SAW, WIRE CONNECTORS/RECEPTACI	\$868.32	\$868.32		

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	CH	BC 63-2024	2011-620-420-0000	Operating Supplies and Materials	\$339.26	O
04/05/2024	04/05/2024	CH	BC 130-2024	2011-620-420-0000	Operating Supplies and Materials	\$132.19	O
04/05/2024	04/05/2024	CH	BC 51-2024	2011-620-432-0000	Repairs and Maintenance of Machinery & Equip	\$166.91	O
04/05/2024	04/05/2024	CH	BC 12-2024	2011-620-440-0000	Small Tools and Minor Equipment	\$154.05	O
04/05/2024	04/05/2024	CH	BC 131-2024	2011-620-440-0000	Small Tools and Minor Equipment	\$64.95	O
04/05/2024	04/05/2024	CH	BC 71-2024	2903-110-420-0000	Operating Supplies and Materials	\$10.96	O
						<u>\$868.32</u>	

Payment Advice #: 292-2024 Status: Outstanding  
 Vendor / Payee: VISA Post Date: 04/05/2024  
 Type: Accounting Electronic Payment Transaction Date: 04/05/2024  
 Purpose: Original Amount: \$1,112.70

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	ADMIN	UTILITY PAPER, CC MACH.PAPER, POSTAGE MTR SEAL KIT, NEWS HERALI	\$204.50	\$204.50		
1.00	SEWER	OP SUPPLIES, PLUMBING PARTS/CVC, AERATION BLOWER PARTS	\$316.60	\$316.60		
1.00	POLICE	EVIDENCE SUPPLIES, SPLASHTOP ACCESS/ANNUAL, CAR WASHES, DESK	\$591.60	\$591.60		

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	CH	BC 57-2024	1000-790-420-0000	Operating Supplies and Materials	\$104.10	O
04/05/2024	04/05/2024	CH	BC 20-2024	2903-110-320-0000	Communications, Printing and Advertising	\$35.00	O
04/05/2024	04/05/2024	CH	BC 58-2024	2903-110-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$99.00	O
04/05/2024	04/05/2024	CH	BC 79-2024	2903-110-394-0000	Machinery, Equipment & Furniture	\$149.50	O
04/05/2024	04/05/2024	CH	BC 71-2024	2903-110-420-0000	Operating Supplies and Materials	\$209.53	O
04/05/2024	04/05/2024	CH	BC 109-2024	2903-110-433-0000	Repairs and Maintenance of Motor Vehicles	\$98.57	O
04/05/2024	04/05/2024	CH	BC 90-2024	5101-533-420-0000	Operating Supplies and Materials	\$50.20	O
04/05/2024	04/05/2024	CH	BC 104-2024	5201-549-420-0000	Operating Supplies and Materials	\$50.20	O
04/05/2024	04/05/2024	CH	BC 104-2024	5201-549-420-0000	Operating Supplies and Materials	\$316.60	O
						<u>\$1,112.70</u>	



**Payment Register Detail**

3/23/2024 to 4/5/2024

Payment Advice #: 293-2024  
 Vendor / Payee: GUARDIAN - BETHLEHEM  
 Type: Accounting Electronic Payment  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$1,446.70

Detail								
Quantity	Units	Description			Unit Price	Extended Price	Invoice #	
1.00		GROUP DENTAL AND VISION			\$1,446.70	\$1,446.70	APRIL 2024	
Distribution								
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status	
04/05/2024	04/05/2024	CH	BC 60-2024	1000-720-221-0000	Medical/Hospitalization	\$37.66	O	
04/05/2024	04/05/2024	CH	BC 53-2024	1000-725-221-0000	Medical/Hospitalization	\$86.31	O	
04/05/2024	04/05/2024	CH	BC 61-2024	1000-790-221-0000	Medical/Hospitalization	\$296.96	O	
04/05/2024	04/05/2024	CH	BC 55-2024	2011-620-221-0000	Medical/Hospitalization	\$193.57	O	
04/05/2024	04/05/2024	CH	BC 56-2024	2901-390-221-0000	Medical/Hospitalization	\$49.72	O	
04/05/2024	04/05/2024	CH	BC 52-2024	2903-110-221-0000	Medical/Hospitalization	\$539.19	O	
04/05/2024	04/05/2024	CH	BC 84-2024	5101-531-221-0000	Medical/Hospitalization	\$121.64	O	
04/05/2024	04/05/2024	CH	BC 54-2024	5201-541-221-0000	Medical/Hospitalization	\$121.65	O	
						\$1,446.70		

Payment Advice #: 24481  
 Vendor / Payee: ANTHEM BCBS OH GROUP  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$22,879.21

Detail								
Quantity	Units	Description			Unit Price	Extended Price	Invoice #	
1.00		GROUP HEALTH INSURANCE			\$22,879.21	\$22,879.21	146714038	
Distribution								
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status	
04/05/2024	04/05/2024	AW	BC 60-2024	1000-720-221-0000	Medical/Hospitalization	\$663.10	O	
04/05/2024	04/05/2024	AW	BC 61-2024	1000-790-221-0000	Medical/Hospitalization	\$2,471.07	O	
04/05/2024	04/05/2024	AW	BC 55-2024	2011-620-221-0000	Medical/Hospitalization	\$1,630.60	O	
04/05/2024	04/05/2024	AW	BC 56-2024	2901-390-221-0000	Medical/Hospitalization	\$983.03	O	
04/05/2024	04/05/2024	AW	BC 52-2024	2903-110-221-0000	Medical/Hospitalization	\$12,633.98	O	
04/05/2024	04/05/2024	AW	BC 84-2024	5101-531-221-0000	Medical/Hospitalization	\$830.40	O	
04/05/2024	04/05/2024	AW	BC 54-2024	5201-541-221-0000	Medical/Hospitalization	\$3,667.03	O	
						\$22,879.21		

Payment Advice #: 24482  
 Vendor / Payee: ANTHEM EAP  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$31.05

Detail								
Quantity	Units	Description			Unit Price	Extended Price	Invoice #	
1.00	ANTHEM	EMPLOYEE ASSISTANCE PROGRAM			\$31.05	\$31.05	725453881673	
Distribution								
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status	

**Payment Register Detail**

3/23/2024 to 4/5/2024

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Unit Price	Extended Price	Invoice #	Status
04/05/2024	04/05/2024	AW	BC 53-2024	1000-725-221-0000	Medical/Hospitalization		\$1.15		O
04/05/2024	04/05/2024	AW	BC 61-2024	1000-790-221-0000	Medical/Hospitalization		\$2.30		O
04/05/2024	04/05/2024	AW	BC 55-2024	2011-620-221-0000	Medical/Hospitalization		\$3.45		O
04/05/2024	04/05/2024	AW	BC 56-2024	2901-390-221-0000	Medical/Hospitalization		\$2.30		O
04/05/2024	04/05/2024	AW	BC 52-2024	2903-110-221-0000	Medical/Hospitalization		\$18.40		O
04/05/2024	04/05/2024	AW	BC 28-2024	5101-533-391-0000	Dues and Fees		\$1.15		O
04/05/2024	04/05/2024	AW	BC 54-2024	5201-541-221-0000	Medical/Hospitalization		\$2.30		O
							<u>\$31.05</u>		

Payment Advice #: 24483  
 Vendor / Payee: AVALON PEST CONTROL SVCS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$44.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	PEST CONTROL	\$44.00	\$44.00	714463

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 19-2024	2901-390-431-0000	Repairs and Maintenance of Buildings and Land	\$44.00	O
						<u>\$44.00</u>	

Payment Advice #: 24484  
 Vendor / Payee: BOB SUMEREL TIRE COMPANY  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$597.44

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	#626	PD CRUISER - 4 NEW TIRES	\$597.44	\$597.44	2410020311

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 109-2024	2903-110-433-0000	Repairs and Maintenance of Motor Vehicles	\$597.44	O
						<u>\$597.44</u>	

Payment Advice #: 24485  
 Vendor / Payee: CARTER LUMBER  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$321.85

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	PROJ. 5-21	DOWNTOWN SIDEWALK REPAIR	\$43.05	\$43.05	6800830291
1.00	CEMETER	SUPPLIES FOR REPAIRS TO SHED	\$177.92	\$177.92	6800830243
1.00	CEMETER	SUPPLIES FOR REPAIRS TO CEMETERY SHED	\$100.88	\$100.88	6800830267

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 133-2024	1000-800-590-0000	Other - Capital Outlay	\$42.98	O
04/05/2024	04/05/2024	AW	BC 132-2024	2031-800-590-0000	Other - Capital Outlay	\$278.87	O
						<u>\$321.85</u>	

**Payment Register Detail**

3/23/2024 to 4/5/2024

**Payment Advice #:** 24486  
**Vendor / Payee:** CHARTER COMMUNICATIONS  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 04/05/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$526.67

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	33 E MAIN	PD CABLE & INTERNET/ ADMIN INTERNET	\$202.53	\$202.53	132151801031424
1.00	SENIOR C	PHONE, CABLE, INTERNET	\$324.14	\$324.14	132150801031424

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 52-2024	1000-790-390-0300	Other Contractual Services{I.T. SERVICES}	\$64.99	O
04/05/2024	04/05/2024	AW	PO 52-2024	2901-330-321-0000	Telephone	\$63.98	O
04/05/2024	04/05/2024	AW	PO 52-2024	2901-390-319-0325	Other - Utilities{CABLE}	\$140.17	O
04/05/2024	04/05/2024	AW	PO 52-2024	2901-390-349-0300	Other - Professional and Technical Services{I.T. SERVICES}	\$119.99	O
04/05/2024	04/05/2024	AW	PO 52-2024	2903-110-349-0300	Other - Professional and Technical Services{I.T. SERVICES}	\$64.99	O
04/05/2024	04/05/2024	AW	BC 68-2024	2903-110-399-0000	Other - Other Contractual Services	\$72.55	O
						\$526.67	

**Payment Advice #:** 24487  
**Vendor / Payee:** COVERALL NORTH AMERICA INC  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 04/05/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$525.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	CLEANING	ADMIN AND PD	\$525.00	\$525.00	5020407485

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 12-2024	1000-790-390-0211	Other Contractual Services{CLEANING SERVICE}	\$126.16	O
04/05/2024	04/05/2024	AW	PO 12-2024	2903-110-390-0211	Other Contractual Services{CLEANING SERVICE}	\$398.84	O
						\$525.00	

**Payment Advice #:** 24488  
**Vendor / Payee:** Dwayne Bailey  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 04/05/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$172.52

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REIMBUR	MADISON MEANS BUSINESS	\$172.52	\$172.52	03.21.2024

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 134-2024	1000-310-400-0297	Supplies and Materials{Community Events}	\$172.52	O
						\$172.52	

**Payment Advice #:** 24489  
**Vendor / Payee:** GAZETTE PUBLISHING

**Status:** Outstanding  
**Post Date:** 04/05/2024

**Payment Register Detail**

3/23/2024 to 4/5/2024

Type: Accounting Warrant  
 Purpose:

Transaction Date: 04/05/2024  
 Original Amount: \$20.63

Detail									
Quantity	Units	Description				Unit Price	Extended Price	Invoice #	
1.00	LEGAL AD	ITEMS PASSED				\$20.63	\$20.63	222701	
Distribution									
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount		Status	
04/05/2024	04/05/2024	AW	BC 64-2024	1000-710-325-0000	Advertising	\$20.63		O	
						<u>\$20.63</u>			

Payment Advice #: 24490

Vendor / Payee: GERBASI SIGNS & APPAREL

Type: Accounting Warrant

Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$1,223.40

Detail									
Quantity	Units	Description				Unit Price	Extended Price	Invoice #	
12.00	DOWNTOWN	AMERICAN FLAG BANNERS 24"X60" W/ HARDWARE				\$101.95	\$1,223.40	1917	
Distribution									
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount		Status	
04/05/2024	04/05/2024	AW	PO 72-2024	2011-800-590-0000	Other - Capital Outlay	\$1,223.40		O	
						<u>\$1,223.40</u>			

Payment Advice #: 24491

Vendor / Payee: HEMLY TOOL SUPPLY, INC.

Type: Accounting Warrant

Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$2,686.24

Detail									
Quantity	Units	Description				Unit Price	Extended Price	Invoice #	
1.00	M&R	SILICON, GLOVES, TOILET SEAT, GASKET				\$130.53	\$130.53	2403-258055	
-1.00	M&R	RETURN -SILICON				\$25.59	-\$25.59	2403-258057	
1.00	M&R	SILICON AND GLOVES				\$27.19	\$27.19	2403-258058	
1.00	M&R	923 LBS STEEL/SAWHORSE SET - SIDEWALK/PARK ST. REPAIR				\$1,818.23	\$1,818.23	2403-255785	
1.00	CEMETER	TOPSOIL, GRASS SEED, TARP				\$152.67	\$152.67	2404-258962	
1.00	CEMETER	TOPSOIL				\$79.05	\$79.05	2404-258977	
1.00	WATER/M	WATER/CLOTHING ALLOWANCE DECK SCREWS, 23LB STEEL, HOOKS, CAI				\$272.07	\$272.07	2404-259287	
1.00	M&R/CEM	BUNGIES, TSHIRTS, CLOVES, EARPLUGS,MIRROR, PROPANE TANK REFILL				\$124.99	\$124.99	2404-258911	
1.00	M&R	HOSE BRASS BARB, HOSE CLAMP, CLAMPS, DECK SCREWS, FLAPPER LIF				\$51.77	\$51.77	2403-258010	
1.00	M&R	7" FIBER DISC, ROLIK CLEAN STRIP, QUICK CHANGE DIS,, CUTOFF WHEEL				\$55.33	\$55.33	2403-256768	
Distribution									
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount		Status	
04/05/2024	04/05/2024	AW	PO 81-2024	1000-800-590-0000	Other - Capital Outlay	\$1,818.23		O	
04/05/2024	04/05/2024	AW	BC 130-2024	2011-620-420-0000	Operating Supplies and Materials	\$265.25		O	
04/05/2024	04/05/2024	AW	BC 51-2024	2011-620-432-0000	Repairs and Maintenance of Machinery & Equip	\$51.77		O	
04/05/2024	04/05/2024	AW	BC 131-2024	2011-620-440-0000	Small Tools and Minor Equipment	\$55.33		O	
04/05/2024	04/05/2024	AW	BC 69-2024	2031-240-420-0000	Operating Supplies and Materials	\$332.46		O	
04/05/2024	04/05/2024	AW	BC 91-2024	5101-531-270-0000	Uniforms and Clothing	\$163.20		O	
						<u>\$2,686.24</u>			

**Payment Register Detail**

3/23/2024 to 4/5/2024

Payment Advice #: 24492  
 Vendor / Payee: ILLUMINATING COMPANY  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$16,311.10

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	STREET L 110 028 684 907		\$9,465.43	\$9,465.43	
1.00	TRAFFIC L 110 029 220 909		\$23.59	\$23.59	
1.00	MASTER / 210 000 420 005		\$6,822.08	\$6,822.08	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 16-2024	1000-710-311-0000	Electricity	\$488.64	O
04/05/2024	04/05/2024	AW	PO 16-2024	1000-790-311-1005	Electricity(TRAFFIC LIGHTS)	\$23.59	O
04/05/2024	04/05/2024	AW	PO 16-2024	2011-620-311-0000	Electricity	\$204.41	O
04/05/2024	04/05/2024	AW	PO 16-2024	2401-519-311-0000	Electricity	\$9,465.43	O
04/05/2024	04/05/2024	AW	PO 16-2024	2901-330-311-0000	Electricity	\$949.95	O
04/05/2024	04/05/2024	AW	PO 26-2024	2903-110-311-0000	Electricity	\$176.80	O
04/05/2024	04/05/2024	AW	PO 16-2024	5101-531-311-0000	Electricity	\$1,340.03	O
04/05/2024	04/05/2024	AW	PO 16-2024	5201-541-311-0000	Electricity	\$3,662.25	O
						<u>\$16,311.10</u>	

Payment Advice #: 24493  
 Vendor / Payee: JIM DOHERTY TRUCKING, INC.  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$460.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SLUDGE HAUL AND LINER		\$230.00	\$230.00	86106
1.00	SLUDGE HAUL AND LINER		\$230.00	\$230.00	86063

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 5-2024	5201-549-399-0199	Other - Other Contractual Services(SLUDGE HAUL)	\$410.00	O
04/05/2024	04/05/2024	AW	PO 5-2024	5201-549-420-0000	Operating Supplies and Materials	\$50.00	O
						<u>\$460.00</u>	

Payment Advice #: 24494  
 Vendor / Payee: KRISTIE CROCKETT  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$245.22

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	67 CENTS 366 MILES - TRAVEL TO COLUMBUS FOR FISCAL CONFERENCE		\$245.22	\$245.22	4.1.24

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 135-2024	1000-725-252-0000	Travel and Transportation	\$245.22	O
						<u>\$245.22</u>	

**Payment Register Detail**

3/23/2024 to 4/5/2024

**Payment Advice #:** 24495  
**Vendor / Payee:** LAKE COUNTY DEPT OF UTILITIES- WATER  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 04/05/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$29,417.10

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
4,000.00	CF	WATER	\$4.45	\$17,800.00	AR-14710
3,342.00	CF	WATER	\$3.58	\$11,964.36	AR-14710
-97.00	CF	MIDDLE SCHOOL CREDIT	\$3.58	-\$347.26	AR-14710

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 21-2024	5101-533-312-0000	Water and Sewage	\$29,417.10	O
						<u>\$29,417.10</u>	

**Payment Advice #:** 24496  
**Vendor / Payee:** MADISON ACE HARDWARE  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 04/05/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$347.99

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	CEM/M&R	STIHL CHAIN, PRUNERS, GRASS SEED, MOSQUITO CONTROL, MOUSE GLL	\$192.94	\$192.94	4391
1.00	SEWER	PVC, PVC ADAPTERS, ELBOW	\$9.55	\$9.55	4334
1.00	M&R	ACETONE, PAINT, PLUMB BOB STEEL, CABLETIE BLK, LINE & REL, ROUTER	\$145.50	\$145.50	4281

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 130-2024	2011-620-420-0000	Operating Supplies and Materials	\$238.45	O
04/05/2024	04/05/2024	AW	BC 69-2024	2031-240-420-0000	Operating Supplies and Materials	\$99.99	O
04/05/2024	04/05/2024	AW	BC 104-2024	5201-549-420-0000	Operating Supplies and Materials	\$9.55	O
						<u>\$347.99</u>	

**Payment Advice #:** 24497  
**Vendor / Payee:** MARGARET R. WELCH-KELLER  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 04/05/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$288.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
8.00	DAYS	CLEANING SENIOR CTR	\$36.00	\$288.00	4.3.24

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 20-2024	2901-390-340-0211	Professional and Technical Services(CLEANING SERVICE)	\$288.00	O
						<u>\$288.00</u>	

**Payment Advice #:** 24498  
**Vendor / Payee:** NAPA AUTO PARTS  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 04/05/2024  
**Transaction Date:** 04/05/2024  
**Original Amount:** \$93.41

**Detail**

**Payment Register Detail**

3/23/2024 to 4/5/2024

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	2022 F550	OIL AND OIL FILTER	\$93.41	\$93.41	088641

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 67-2024	2011-620-430-1998	Repairs and Maintenance{Oil/Lube/Veh Parts}	\$93.41	O
						\$93.41	

Payment Advice #: 24499

Vendor / Payee: NORTHCOAST IMPRINTS LLC

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 04/05/2024

Transaction Date: 04/05/2024

Original Amount: \$120.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
3.00		MADISON MEANS BUSINESS PLAQUES	\$40.00	\$120.00	3473

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 134-2024	1000-310-400-0297	Supplies and Materials{Community Events}	\$120.00	O
						\$120.00	

Payment Advice #: 24500

Vendor / Payee: OHIO PEACE OFFICER TRAINING

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 04/05/2024

Transaction Date: 04/05/2024

Original Amount: \$600.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	WRANSKY	RIFLE/CARBINE INSTRUCTOR TRAINING	\$600.00	\$600.00	2024-1048

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 92-2024	2903-110-340-0101	Professional and Technical Services{Continuing Education}	\$600.00	O
						\$600.00	

Payment Advice #: 24501

Vendor / Payee: PATRICK CHAPMAN

Type: Accounting Warrant

Purpose:

Status: Outstanding

Post Date: 04/05/2024

Transaction Date: 04/05/2024

Original Amount: \$400.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		LAY 8" BLOCKS ON EXISTING FOOTER/SIDEWALK REPAIRS/PARK ST	\$400.00	\$400.00	3.31.2024

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 133-2024	1000-800-590-0000	Other - Capital Outlay	\$400.00	O
						\$400.00	

Payment Advice #: 24502

Vendor / Payee: RAYMOND BUILDERS SUPPLY

Status: Outstanding

Post Date: 04/05/2024

**Payment Register Detail**

3/23/2024 to 4/5/2024

Type: Accounting Warrant  
Purpose:

Transaction Date: 04/05/2024  
Original Amount: \$116.81

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		SPECMIX MORTAR AND SUPPLIES FOR SIDEWALK REPAIRS/PARK ST	\$116.81	\$116.81	0284969-IN

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 133-2024	1000-800-590-0000	Other - Capital Outlay	\$116.81	O
						<u>\$116.81</u>	

Payment Advice #: 24503  
Vendor / Payee: ROBERT WRANSKY  
Type: Accounting Warrant  
Purpose:

Status: Outstanding  
Post Date: 04/05/2024  
Transaction Date: 04/05/2024  
Original Amount: \$100.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	POLICE	PER DIEM FOR 3/25-3/28 TRAINING	\$100.00	\$100.00	4.2.24

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 75-2024	2903-110-260-0000	Housing and Meals	\$100.00	O
						<u>\$100.00</u>	

Payment Advice #: 24504  
Vendor / Payee: THE FLAG STORE  
Type: Accounting Warrant  
Purpose:

Status: Outstanding  
Post Date: 04/05/2024  
Transaction Date: 04/05/2024  
Original Amount: \$868.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		NEW FLAGS FOR VILLAGE FLAG POLES	\$868.00	\$868.00	13281

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 84-2024	1000-320-420-0000	Operating Supplies and Materials	\$408.10	O
04/05/2024	04/05/2024	AW	PO 84-2024	1000-790-420-0000	Operating Supplies and Materials	\$95.60	O
04/05/2024	04/05/2024	AW	PO 84-2024	2031-240-420-0000	Operating Supplies and Materials	\$173.10	O
04/05/2024	04/05/2024	AW	PO 84-2024	2901-390-420-0000	Operating Supplies and Materials	\$95.60	O
04/05/2024	04/05/2024	AW	PO 84-2024	2903-110-420-0000	Operating Supplies and Materials	\$95.60	O
						<u>\$868.00</u>	

Payment Advice #: 24505  
Vendor / Payee: THE NEWS HERALD  
Type: Accounting Warrant  
Purpose:

Status: Outstanding  
Post Date: 04/05/2024  
Transaction Date: 04/05/2024  
Original Amount: \$216.65

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	LEGAL NC	PUBLIC HEARING	\$66.65	\$66.65	2582285
1.00	AD PURCH	LAKE COUNTY VISITORS BUREAU	\$150.00	\$150.00	2560826



**Payment Register Detail**

3/23/2024 to 4/5/2024

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	BC 64-2024	1000-710-325-0000	Advertising	\$216.65	O
						<u>\$216.65</u>	

Payment Advice #: 24506  
 Vendor / Payee: USA Bluebook  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$250.33

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
2.00	#22251	MALE X FEMALE QC CONNECTOR	\$46.95	\$93.90	INV00306050
2.00	#44343	BRASS HOSE ADAPTER 1.5" NPT X 1.5" NMT	\$30.85	\$61.70	INV00306050
1.00	#70597	BRASS SWIVEL ADAPTER FXF 1.5" NPT X 1.5" NST	\$81.95	\$81.95	INV00306050
1.00		ESTIMATED SHIPPING	\$12.78	\$12.78	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 82-2024	5201-549-420-0000	Operating Supplies and Materials	\$250.33	O
						<u>\$250.33</u>	

Payment Advice #: 24507  
 Vendor / Payee: VECTOR SECURITY  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$41.60

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	ALARM MONITORING	\$41.60	\$41.60	73765449

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 14-2024	2901-390-319-0350	Other - Utilities{SECURITY SERVICES/ALARM}	\$41.60	O
						<u>\$41.60</u>	

Payment Advice #: 24508  
 Vendor / Payee: VERIZON WIRELESS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 04/05/2024  
 Transaction Date: 04/05/2024  
 Original Amount: \$320.88

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		PD AIR CARDS	\$320.88	\$320.88	9959496351

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/05/2024	04/05/2024	AW	PO 19-2024	2903-110-319-3210	Other - Utilities{CELL PHONES}	\$320.88	O
						<u>\$320.88</u>	

Total Payments: \$87,411.00

**Payment Register Detail**

3/23/2024 to 4/5/2024

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. 7 - 2024

### AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, SECTION 131.15, SICK LEAVE, TO PERMIT ELIGIBLE EMPLOYEES TO CONVERT UNUSED SICK TIME UPON SEPARATION FROM EMPLOYMENT.

WHEREAS, the Council opines that it is sound employee management to permit eligible Village employees to convert to a cash payment their accrued unused sick time leave upon their separation from employment for a qualified event.

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

**SECTION 1.** That § 131.15 of the Codified Ordinances of Madison Village, Ohio is hereby amended as shown herein below with all current text to be stricken shown with a single line drawn through same (to wit: ~~xxxx~~) and the amendments and replacement text shown in bold (to wit: **xxxx**):

#### 131.15 SICK LEAVE.

- (A) Crediting of sick leave. Sick leave shall be earned by full time employees at the rate of 0.0575 per hour for all hours worked up to 4.6 hours per pay period.
- (B) Sick leave accumulated during authorized absences. Employees absent from work on authorized holidays or vacation leave shall continue to accumulate sick leave at the rate prescribed in division (A) of this section.
- (C) Use of sick leave. An employee eligible for sick leave with pay may use sick leave for absence due to personal illness, injury, exposure to contagious diseases which could be communicated to other employees, illness or injury, or in the event any of these circumstances occur to an immediate family member, as defined in § 131.09(C). Sick leave may not be used for any other reason.
- (D) Notification by the employee. When an employee is unable to work, he or she shall notify the immediate supervisor immediately but in no event later than one (1) hour before the time the employee is scheduled to report to work. Failure to do so may be cause for denial of sick leave with pay for the period of time absent.

(E) Evidence required for sick leave usage. Proof of illness or injury to substantiate a request for any sick leave pay may be requested by the Administrator, or his/her designee, for an absence of more than three (3) days, if, in the judgment of the Administrator, or his/her designee, such that the employee's (or, when applicable, their immediate family member's) physical condition prevented the employee from performing the duties of the employee's position (or, when applicable, required the employee to attend to the needs of their immediate family member). The Village reserves the right to have the employee submit to a medical examination, at the Village's cost, to confirm any illness. Any employee fraudulently obtaining sick leave may be subject to disciplinary action.

(F) Sick leave conversion. Full time employees with ~~fifteen (15)~~ **ten (10)** or more years of service who retire, become disabled, or are separated from employment for reasons other than discharge for cause may elect at the time of retirement, disability, or separation to be paid in cash for ~~one-half of the value of any unused sick leave the employee has accumulated~~ **based upon (i) the employee's years of service as set forth in the table below, and, (ii) not to exceed two hundred and forty (240) hours the percentage set forth in the table below which corresponds to the employee's years of service subject, however, to any cap stated in the table. The cash payout shall be calculated at the rate of the employee's current rate of compensation at the time of retirement, disability, or other qualified separation from employment.**

LENGTH OF SERVICE (in years)	Eligible Percentage of Unused Sick Leave
25 or more	100
20	75
15	50
10	50 subject however to a cap of no greater than 240 unused hours eligible for cash payment

SECTION 2. That publication of this Ordinance shall occur in book form containing the certification of the President of Council and Fiscal Officer of its correctness.

SECTION 3. 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 4. That this Ordinance shall take effect at the earliest time allowed by law.

PASSED:

1<sup>st</sup> Reading: March 11, 2024  
Tabled: March 11, 2024

\_\_\_\_\_  
Mark V. Vest  
President of Council

Attested:

\_\_\_\_\_  
Kristie Crockett,  
Fiscal Officer / Clerk of Council

Approved:

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

\_\_\_\_\_  
Date

**ORDINANCE NO. 8 - 2024**

**AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, SECTION 131.05 TO ADJUST PAY GRADE COMPENSATION LEVELS.**

WHEREAS, § 131.05 of the Codified Ordinances at Table 2 sets forth compensation ranges for the various pay grades of Village employees; and

WHEREAS, upon recommendation of the Mayor, the Council desires to adjust compensation ranges.

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

SECTION 1. That § 131.05 of the Codified Ordinances of Madison Village, Ohio, Table 2, is hereby amended as shown herein below such that existing text to be removed is shown as stricken (to wit: ~~abcd~~), newly added text is shown as underlined (to wit: abcd) and text to remain retains the existing font and format, to wit:

131.05 COMPENSATION FOR SPECIFIED PAY GRADES.

Pay grades for Village employment positions, where applicable pursuant to Table 1 of § 131.03, shall be within the minimum and maximum ranges specified in Table 2.

Table 2:

Grade		Minimum	Proposed Maximum Plus 2%
1	Hourly	Minimum required by law.	44.23 <u>15.37</u>
	Bi-weekly	---	1,138.40 <u>1,229.60</u>
	Annual	---	29,598.40 <u>31,969.60</u>
2	Hourly	Minimum required by law.	14.94 <u>16.14</u>
	Bi-weekly	---	1,195.20 <u>1,291.20</u>
	Annual	---	31,075.20 <u>33,571.20</u>

3	Hourly	Minimum required by law.	<u>15.66</u> <u>16.91</u>
	Bi-weekly	---	<u>1,252.80</u> <u>1,352.80</u>
	Annual	---	<u>32,572.80</u> <u>35,172.80</u>
4	Hourly	Minimum required by law.	<u>16.49</u> <u>17.81</u>
	Bi-weekly	---	<u>1,319.20</u> <u>1,424.80</u>
	Annual	---	<u>34,299.20</u> <u>37,044.80</u>
5	Hourly	<u>10.32</u> <u>11.15</u>	<u>17.29</u> <u>18.67</u>
	Bi-weekly	<u>825.60</u> <u>892.00</u>	<u>1,383.20</u> <u>1,493.60</u>
	Annual	<u>21,465.60</u> <u>23,192.00</u>	<u>35,963.20</u> <u>38,833.60</u>
6	Hourly	<u>10.83</u> <u>11.70</u>	<u>18.18</u> <u>19.63</u>
	Bi-weekly	<u>866.40</u> <u>936.00</u>	<u>1,455.20</u> <u>1,570.40</u>
	Annual	<u>22,526.40</u> <u>24,336.00</u>	<u>37,835.20</u> <u>40,830.40</u>
7	Hourly	<u>11.38</u> <u>12.29</u>	<u>19.06</u> <u>20.58</u>
	Bi-weekly	<u>910.40</u> <u>983.20</u>	<u>1,524.80</u> <u>1,646.40</u>
	Annual	<u>23,670.40</u> <u>25,563.20</u>	<u>39,644.80</u> <u>42,806.40</u>

8	Hourly	11.97	20.04
		<u>12.93</u>	<u>21.64</u>
	Bi-weekly	957.60	1,603.20
		<u>1,034.40</u>	<u>1,731.20</u>
	Annual	24,897.60	41,683.20
		<u>26,894.40</u>	<u>45,011.20</u>
9	Hourly	12.55	21.03
		<u>13.55</u>	<u>22.71</u>
	Bi-weekly	1,004.00	1,682.40
		<u>1,084.00</u>	<u>1,816.80</u>
	Annual	26,104.00	43,742.40
		<u>28,184.00</u>	<u>47,236.80</u>
10	Hourly	13.17	22.01
		<u>14.22</u>	<u>23.77</u>
	Bi-weekly	1,053.60	1,760.80
		<u>1,137.60</u>	<u>1,901.60</u>
	Annual	27,393.60	45,780.80
		<u>29,577.60</u>	<u>49,441.60</u>
11	Hourly	13.85	23.18
		<u>14.96</u>	<u>25.03</u>
	Bi-weekly	1,108.00	1,854.40
		<u>1,196.80</u>	<u>2,002.40</u>
	Annual	28,808.00	48,214.40
		<u>31,116.80</u>	<u>52,062.40</u>
12	Hourly	14.54	24.35
		<u>15.70</u>	<u>26.30</u>
	Bi-weekly	1,163.20	1,948.00
		<u>1,256.00</u>	<u>2,104.00</u>
	Annual	30,243.20	50,648.00
		<u>32,656.00</u>	<u>54,704.00</u>



13	Hourly	15.29	25.59
		<u>16.51</u>	<u>27.64</u>
	Bi-weekly	1,223.20	2,047.20
		<u>1,320.80</u>	<u>2,211.20</u>
	Annual	31,803.20	53,227.20
		<u>34,340.80</u>	<u>57,491.20</u>
14	Hourly	16.06	26.87
		<u>17.34</u>	<u>29.02</u>
	Bi-weekly	1,284.80	2,149.60
		<u>1,387.20</u>	<u>2,321.60</u>
	Annual	33,404.80	55,889.60
		<u>36,067.20</u>	<u>60,361.60</u>
15	Hourly	16.85	28.22
		<u>18.20</u>	<u>30.48</u>
	Bi-weekly	1,348.00	2,257.60
		<u>1,456.00</u>	<u>2,438.40</u>
	Annual	35,048.00	58,697.60
		<u>37,856.00</u>	<u>63,398.40</u>
16	Hourly	17.69	29.65
		<u>19.11</u>	<u>32.02</u>
	Bi-weekly	1,415.20	2,372.00
		<u>1,528.80</u>	<u>2,561.60</u>
	Annual	36,795.20	61,672.00
		<u>39,748.80</u>	<u>66,601.60</u>
17	Hourly	18.57	31.09
		<u>20.06</u>	<u>33.58</u>
	Bi-weekly	1,485.60	2,487.20
		<u>1,604.80</u>	<u>2,686.40</u>
	Annual	38,625.60	64,667.20
		<u>41,724.80</u>	<u>69,846.40</u>

18	Hourly	19.49	32.65
		<u>21.05</u>	<u>35.26</u>
	Bi-weekly	1,559.20	2,612.00
		<u>1,684.00</u>	<u>2,820.80</u>
	Annual	40,539.20	67,912.00
		<u>43,784.00</u>	<u>73,340.80</u>
19	Hourly	20.47	34.31
		<u>22.11</u>	<u>37.05</u>
	Bi-weekly	1,637.60	2,744.80
		<u>1,768.80</u>	<u>2,964.00</u>
	Annual	42,577.60	71,364.80
		<u>45,988.80</u>	<u>77,064.00</u>
20	Hourly	21.50	36.04
		<u>23.22</u>	<u>38.89</u>
	Bi-weekly	1,720.00	2,880.80
		<u>1,857.60</u>	<u>3,111.20</u>
	Annual	44,720.00	74,900.80
		<u>48,297.60</u>	<u>80,891.20</u>
21	Hourly	22.57	37.82
		<u>24.38</u>	<u>40.85</u>
	Bi-weekly	1,805.60	3,025.60
		<u>1,950.40</u>	<u>3,268.00</u>
	Annual	46,945.60	78,665.60
		<u>50,710.40</u>	<u>84,968.00</u>
22	Hourly	23.70	39.70
		<u>25.60</u>	<u>42.88</u>
	Bi-weekly	1,896.00	3,176.00
		<u>2,048.00</u>	<u>3,430.40</u>
	Annual	49,296.00	82,576.00
		<u>53,248.00</u>	<u>89,190.40</u>

23	Hourly	24.87	41.70
		<u>26.86</u>	<u>45.04</u>
	Bi-weekly	1,989.60	3,336.00
		<u>2,148.80</u>	<u>3,603.20</u>
	Annual	51,729.60	86,736.00
		<u>55,868.80</u>	<u>93,683.20</u>
24	Hourly	26.11	43.78
		<u>28.20</u>	<u>47.28</u>
	Bi-weekly	2,088.80	3,502.40
		<u>2,256.00</u>	<u>3,782.40</u>
	Annual	54,308.80	91,062.40
		<u>58,656.00</u>	<u>98,342.40</u>
25	Hourly	27.41	46.00
		<u>29.60</u>	<u>49.68</u>
	Bi-weekly	2,192.80	3,680.00
		<u>2,368.00</u>	<u>3,974.40</u>
	Annual	57,012.80	95,680.00
		<u>61,568.00</u>	<u>103,334.40</u>
26	Hourly	28.78	48.27
		<u>31.08</u>	<u>52.13</u>
	Bi-weekly	2,302.40	3,861.60
		<u>2,486.40</u>	<u>4,170.40</u>
	Annual	59,862.40	100,401.60
		<u>64,646.40</u>	<u>108,430.40</u>

**SECTION 3.** That publication of this Ordinance shall occur in book form containing the certification of the President of Council and Fiscal Officer of its correctness.

**SECTION 4.** 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 5. That this Ordinance shall take effect at the earliest time provided by law.

PASSED:

1<sup>st</sup> Reading: March 11, 2024  
Tabled: March 11, 2024

\_\_\_\_\_  
Mark V. Vest  
President of Council

Attested:

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

Approved:

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

\_\_\_\_\_  
Date

## ORDINANCE NO. 10 - 2024

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, PART SEVEN - PLANNING AND ZONING, TO ADD A DEFINITION FOR A VAPE STORE IN SECTION 2.2(B) OF ARTICLE 2 AND TO AMEND SECTION 4.3(F) OF ARTICLE 4 TO ADD VAPE STORE AS A USE WITHIN THE LAND USE MATRIX WHICH USE SHALL NOT BE PERMITTED IN ANY ZONING DISTRICT.

WHEREAS, upon initiative of the Planning and Zoning Commission, a review of vape stores as a stand-alone business occurred; and

WHEREAS, the Planning and Zoning Commission examined vape stores as a use compatible with other permitted uses in the Village and whether they facilitate or hinder the general health, safety and welfare, as well as the preservation of neighborhood character consistent with sound zoning practices; and

WHEREAS, the Planning and Zoning Commission recommended by 3-0 affirmative vote taken at its public meeting of February 15, 2024 that vape stores be specifically defined in the Zoning Code, that they be added as a separate line item in the Land Use Matrix, and that the use should not be permitted in any of the zoning districts; and

WHEREAS, pursuant to Art. 18, § 18.4 of the Zoning Code, 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 as detailed above and that vape stores shall not be a permitted use within the Village.

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

SECTION 1. That the Codified Ordinances of Madison Village, Ohio, Part Seven - Planning and Zoning, as enacted by Ordinance No. 30-2013, as amended, is and shall hereby be amended with the addition to § 2.2(b) of Article 2 of new subdivision "(216A)" defining a "vape store," which amendment shall read as follows:

(216A) "Vape store" means a retail store whose principal sales products are electronic cigarettes and atomizing devices, and/or cartridges and tanks used by such electronic cigarettes and atomizing devices, and/or other components, accessories, and other goods used in relation to electronic cigarettes and atomizing

Referred upon recommendation of the  
 Planning and Zoning Commission

devices.

**SECTION 2.** That the Codified Ordinances of Madison Village, Ohio, Part Seven - Planning and Zoning, as enacted by Ordinance No. 30-2013, as amended, is and shall hereby be amended with the addition to § 4.3(f) of Article 4 of new line item "(91A) vape store" and the exclusion of this use as permitted in any of the zoning districts, as graphically shown and which shall appear in the Land Use Matrix as follows:

USE / ACTIVITY / STRUCTURE:	A-1	S-1	R-1	R-2	R-3	B-1	B-2	B-3	B-4	B-5	M-1	M-2	SC-1	CROSS-REFERENCES:
<b>RETAIL AND RELATED USES, CONT.</b>														
(91A) vape store	--	--	--	--	--	--	--	--	--	--	--	--	--	§2.2(b)(216A) (def.)

**SECTION 3.** That publication of these revised ordinances shall occur in book form containing the certification of the President of Council and Fiscal Officer of their correctness.

**SECTION 4.** 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 5.** This Ordinance shall take effect at the earliest time provided by law.

PASSED:

\_\_\_\_\_

\_\_\_\_\_  
 Mark V. Vest,  
 President of Council

Attested:

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

Approved:

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

\_\_\_\_\_  
 Date

1<sup>st</sup> Reading, March 25, 2024  
2<sup>nd</sup> Reading, April 8, 2024  
3<sup>rd</sup> Reading, April 22, 2024

Introduced by: Mayor Britton

## ORDINANCE NO. 13 - 2024

AN ORDINANCE ENACTING FOR CODIFICATION PURPOSES CHAPTER 183 OF PART ONE, ADMINISTRATIVE CODE, OF THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, LEVYING AN EXCISE TAX OF EIGHT PERCENT ON PARKING OCCUPANCY TRANSACTIONS WITHIN THE VILLAGE OF MADISON.

WHEREAS, a municipal excise tax on parking occupancy transactions is authorized by § 715.09 of the Ohio Revised Code; and

WHEREAS, parking occupancies, as defined by this ordinance, are a transaction which generates increased demand on municipal services such that an excise tax is warranted in the Council's judgment to provide funds for general municipal operations, maintenance, new equipment, extension and enlargement of municipal services and facilities and capital improvements, road, street and highway construction and improvement, improvement of police protection, improvement of fire protection, improvement and construction of storm drainage, the improvement of general municipal functions, and for all lawful municipal purposes; and

WHEREFORE, in furtherance of the foregoing, the Council determines that an excise tax of eight (8%) percent is to be levied at a uniform rate upon the privilege of parking occupancy within the Village; and

WHEREAS, the Council finds that the proposed new Part One, Administrative Code, Chapter 183, Parking Occupancy Tax, is in furtherance of the public health, safety, convenience, comfort, prosperity, general welfare, and further the good and orderly operation of the Village.

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

SECTION 1. That the following ordinances of the Village of Madison, Ohio of a general and permanent nature, as codified and arranged into component codes, titles, articles and sections, are and shall hereby be approved, adopted and enacted as Chapter 183 of Part One – Administrative Code of the Codified Ordinances of Madison Village, Ohio:

183.01	TITLE.
183.02	DEFINITIONS.

183.03	AUTHORITY TO LEVY TAX; PURPOSES OF TAX; RATE.
183.04	APPLICATION OF PAYMENT.
183.05	TIME ALLOWED FOR RECEIPT.
183.06	APPLICATION.
183.07	REMITTANCE OF TAX.
183.08	BURDEN OF PROOF.
183.09	NOTICE.
183.10	MAINTENANCE OF RECORDS.
183.11	RESPONSIBLE PARTIES.
183.12	TRANSFER OR TERMINATION.
183.13	FISCAL OFFICER'S AUTHORITY.
183.14	ASSESSMENT OF TAX.
183.15	ENFORCEMENT.
183.16	REFUND OF TAX.
183.17	APPEALS.
183.18	STATUTE OF LIMITATIONS.
183.19	CONFIDENTIAL INFORMATION.
183.20	PENALTIES AND INTEREST.
183.21	TAX TO BE SEPARATELY STATED AND CHARGED.
183.22	REGISTRATION.
183.99	VIOLATIONS; PENALTY.

SECTION 2. That the full, complete and accurate text of Chapter 183 of Part One – Administrative Code of the Codified Ordinances of Madison Village, Ohio is attached hereto as Exhibit “1” and incorporated herein as if fully re-written.

SECTION 3. That publication of these ordinances shall occur in book form containing the certification of the President of Council and Fiscal Officer of their correctness and same shall constitute the Codified Ordinances of Madison Village, Ohio, Part One – Administrative Code, Chapter 183.

SECTION 4. 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 5. This Ordinance shall take effect and be in force from and after June 1, 2024.

PASSED:

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\_\_\_\_\_  
Mark V. Vest  
President of Council



Attested:

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Kristie M. Crockett  
Fiscal Officer / Clerk of Council

Approved:

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

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Sam Britton, Jr.  
Mayor

**CHAPTER 183**  
**Parking Occupancy Tax**

- 183.01 TITLE.
- 183.02 DEFINITIONS.
- 183.03 AUTHORITY TO LEVY TAX; PURPOSES OF TAX; RATE.
- 183.04 APPLICATION OF PAYMENT.
- 183.05 TIME ALLOWED FOR RECEIPT
- 183.06 APPLICATION.
- 183.07 REMITTANCE OF TAX.
- 183.08 BURDEN OF PROOF.
- 183.09 NOTICE.
- 183.10 MAINTENANCE OF RECORDS.
- 183.11 RESPONSIBLE PARTIES.
- 183.12 TRANSFER OR TERMINATION.
- 183.13 FISCAL OFFICER'S AUTHORITY.
- 183.14 ASSESSMENT OF TAX.
- 183.15 ENFORCEMENT.
- 183.16 REFUND OF TAX.
- 183.17 APPEALS.
- 183.18 STATUTE OF LIMITATIONS.
- 183.19 CONFIDENTIAL INFORMATION.
- 183.20 PENALTIES AND INTEREST.
- 183.21 TAX TO BE SEPARATELY STATED AND CHARGED.
- 183.22 REGISTRATION.
- 183.99 VIOLATIONS; PENALTY.

**183.01 TITLE.**

This chapter shall be known as the “parking occupancy tax chapter” and the tax herein imposed shall be known as the “parking occupancy tax.”

**183.02 DEFINITIONS.**

Any term used in this chapter that is not otherwise defined in this chapter has the same meaning as when used in a comparable context in laws of the state of Ohio and Village of Madison, unless a different meaning is clearly required.

For purposes of this section, the singular shall include the plural, and the masculine shall include the feminine and the gender-neutral.

As used in this chapter:

- (A) “Daily interest rate” means the annual interest rate specified in § 183.20(D)(1) divided by three hundred-sixty (360), rounded to the nearest millionth.
- (B) “Day” means a calendar day.
- (C) “Deficiency” means any amount of tax, penalty, or interest due to the Village under this chapter, whether reported or otherwise, that has not been paid within the time allowed for remittance.
- (D) “Facility owner” means the person vested with legal title to any parcel of real property, or any portion thereof, that is used as a parking facility.
- (E) “Financial officer” means the person deemed to be the employee or agent of the operator who performs financial management functions in the ordinary course of their employment with the operator, including, but not limited to, the person attesting to any return or other document submitted to the Village pursuant to this chapter.
- (F) “Final assessment” means an assessment issued by the Fiscal Officer that is no longer subject to an appeal by the party assessed.
- (G) “Fiscal Officer” means the Village official holding said office as established by Article VII of the Village Charter.
- (H) “Month” means a calendar month.
- (I) “Motor vehicle” means any vehicle as defined in division (B) of R.C. § 4501.01.
- (J) “Net receipts” means the total amount of all revenue from transactions less (i) refunded transactions and (ii) transactions exempt under § 183.033.
- (K) “Operator” means a person who conducts a parking service, whether in the capacity of owner, principal, agent, lessee, mortgagee in possession, licensee, or any other capacity.
- (L) “Parking facility” means any lot, land, building, garage, structure, enclosure, premises, parcel, yard, indoor or outdoor area, or any portion thereof, except a public way, within the Village offering three (3) or more parking spaces.

- (M) "Parking fee" means the total consideration required to be paid by a patron to a parking service in exchange for parking occupancy. The total consideration shall be valued in money, and shall include the value of all receipts including, but not limited to, cash, credits, property or services of any kind or nature, whether or not such consideration was actually received by the operator of the parking service. A required charge shall not avoid classification as a parking fee by its designation as an ancillary charge for any other purported purpose separate from parking occupancy.
- (N) "Parking occupancy" or "occupancy" means the use, or the right of use, of parking space in or on a parking facility for parking, housing, or storing a motor vehicle or other related act thereof, whether such use is by way of lease, concession, permit, right of access, license to use, or other agreement.
- (O) "Parking service" means the act of offering parking space in or on a parking facility for purposes of occupancy by a patron in exchange for a parking fee. The term includes, but is not limited to, valet services, self-park services, honor lot parking, parking garages, attended parking lots, or any other form of service or facility offering parking space in or on a parking facility for purposes of occupancy by a patron in exchange for a parking fee.
- (P) "Parking space" means any space where or in which a single motor vehicle may be parked, housed, stored, or kept at any one (1) time, regardless if that space is designated or designed for such use.
- (Q) "Patron" means a person who pays a parking fee to an operator in exchange for parking occupancy by the person or another by way of validation or otherwise.
- (R) "Person" means any natural person, partnership, joint venture, joint stock company, corporation, estate, trust, business trust, receiver, administrator, executor, assignee, trustee in bankruptcy, firm, company, association, club, syndicate, society, municipal corporation, the State of Ohio, political subdivision of the State of Ohio, the United States, instrumentality of the United States, or any group or combination acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.
- (S) "Reporting period" or "reporting month" means a single month.
- (T) "Responsible party" means any person who is jointly and severally liable with the taxpayer for the payment of any tax, interest, or penalties, or the performance of any duty imposed by this chapter.
- (U) "Tax" means the parking occupancy tax imposed under § 183.032.
- (V) "Taxpayer" means an operator who has or is responsible for paying any tax, interest, or penalties, or performing any duty imposed by this chapter.
- (W) "Transaction" means the exchange of a parking fee for the privilege of parking occupancy between a patron and operator. No transaction shall be construed to include a parking fee where parking occupancy is not a material part of the transaction or where parking space is provided to the patron as a compliment from a merchant not regularly engaged in the business of conducting a parking service and who receives no consideration from any person in exchange for the occupancy of the parking space provided.

- (X) "Valet" or "valet service" means a parking service requiring the surrender of custody or control of a patron's motor vehicle to the operator for the purpose of parking occupancy at a location different from the place of surrender.
- (Y) "Village" means the Village of Madison, Lake County, Ohio.

**183.03 AUTHORITY TO LEVY TAX; PURPOSES OF TAX; RATE.**

**183.031 AUTHORITY TO LEVY TAX.**

The excise tax on parking occupancy transactions established by this chapter 183 is authorized by § 715.09 of the Ohio Revised Code. This excise tax is in addition to any tax levied pursuant to any other section of the Ohio Revised Code or municipal ordinance to the greatest extent permitted by law.

**183.032 PURPOSES OF TAX; IMPOSITION OF TAX; RATE.**

To provide funds for the purposes of general municipal operations, maintenance, new equipment, extension and enlargement of municipal services and facilities and capital improvements, road, street and highway construction and improvement, improvement of police protection, improvement of fire protection, improvement and construction of storm drainage, the improvement of general municipal functions, and for all lawful municipal purposes, an excise tax of eight (8%) percent is hereby levied at a uniform rate upon the privilege of parking occupancy within the Village. Such tax is imposed upon the patron for each transaction and shall be in the amount of eight percent (8%) of the parking fee charged for parking occupancy. The tax herein imposed is in addition to any other taxes imposed by law on or relating to transactions or the income or gross receipts therefrom.

This tax constitutes a debt owed by the patron to the Village, which is extinguished only by payment to the operator as trustee for the Village, or to the Village. The patron shall pay the tax to the operator at the time of the transaction. If the transaction payment is paid in installments, a proportionate share of the tax shall be paid with each installment. If for any reason the tax due is not paid to the operator, the Fiscal Officer may require that the tax be paid directly to the Village.

**183.033 EXEMPTIONS.**

- (A) No tax shall be imposed under this chapter upon transactions with respect to which:
  - (1) The operator is the United States government, State of Ohio, or a division, subdivision or department thereof; or
  - (2) The patron is a resident of a single-family home, multiple-family dwelling unit, apartment, boarding house, condominium, or mobile home occupying parking space for the purpose of parking onsite at that place of residence or at an off-site parking facility under contract to provide parking for residents at that place of residence, provided that the resident utilizes such home, dwelling unit, apartment, boarding house, condominium, or mobile home for living or sleeping purposes for at least thirty (30) consecutive days; or
  - (3) The patron is a licensed valet, provided that the parking space being occupied is made available pursuant to a written contract with the facility operator and is being

occupied in the ordinary course of providing parking services to a patron of the valet.

(B) No exemption from tax claimed under division (A) hereof shall be granted without a valid exemption certificate completed by the party claiming to be exempt. The exemption certificate shall be prescribed by the Fiscal Officer and include all information deemed necessary for the identification of the parties to the transaction and the authority from which an exemption is claimed. A transaction shall be presumed to be taxable in the absence of a complete exemption certificate executed at the time of the transaction. The operator shall remit the original exemption certificates with the remittance return in which the exempt transaction is reported and retain copies of all exemption certificates on file for a period of time consistent with this chapter.

#### **183.034 ALLOCATION OF FUNDS.**

The funds are to be allocated pursuant to municipal need(s) for the purposes stated in § 183.032.

#### **183.035 EFFECTIVE DATE.**

This chapter shall be effective as of June 1, 2024.

#### **183.04 APPLICATION OF PAYMENT.**

(A) Order of Application. Payments shall be applied first to interest due, then penalties due, and finally taxes due.

(B) Reporting Period. Payments shall be applied to the reporting period specified on the remittance return accompanying payment. If a payment is not accompanied by a remittance return or the payment exceeds the balance due for the relevant reporting period, then payment, or remainder thereof, shall be applied to the earliest reporting period in which a balance is due and outstanding.

#### **183.05 TIME ALLOWED FOR RECEIPT.**

(A) Due Date. Any filing required by this chapter must be received by the date specified.

(B) Time of Receipt. The date of receipt shall be the earlier of the date physically received by the Fiscal Officer; or the postmark date on the filing, provided such filing is physically received by the Fiscal Officer by the tenth day following the postmark date on the filing.

(C) Delay. No extension shall be granted for an untimely filing, regardless if such delay was caused by an error of the carrier, misrouted mail, or improperly addressed mail.

(D) Automatic Extension.

(1) Where timely receipt is a condition of compliance with any provision of this chapter and the last day for such receipt falls on a Saturday or Sunday, the last day for compliance shall be extended to the following Monday.

(2) Where timely receipt is a condition of compliance with any provision of this chapter and the last day for such receipt falls on a federal holiday or a day that Village Hall is not open for business, the last day for compliance shall be extended to the following day.

### **183.06 APPLICATION.**

(A) Savings Clause. If any sentence, clause, section or part of this chapter, or any tax imposed against, or exemption granted pursuant to this chapter, is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall affect only such clause, sentence, section or part of this chapter so found and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter. It is hereby declared to be the intention of the legislative authority of the Village that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included in this chapter.

(B) Collection of Tax after Termination of Chapter. This chapter shall continue to be effective insofar as the levy of taxes is concerned until repealed, and insofar as the collection of taxes levied hereunder and actions and proceedings for collecting any tax so levied or enforcing any provisions of this chapter is concerned, it shall continue effective until all of the taxes levied in the aforesaid period are fully paid and any and all prosecutions for the collection of taxes or for the punishment of violations of this chapter or collection by suits have been fully terminated, subject to the conditions and limitations contained herein. Returns due for all or any part of the last effective year of this chapter shall be due in accordance with the provisions provided in this chapter, as though the same were continuing.

### **183.07 REMITTANCE OF TAX.**

(A) Return Required. All taxes due shall be remitted to the Fiscal Officer on a monthly basis, by the twentieth day of the month following the reporting period in which the transactions occurred. A remittance return shall accompany the payment of all taxes due. The form of such remittance return shall be prescribed by the Fiscal Officer, and shall at a minimum include:

- (1) The gross receipts that were collected from transactions during the reporting period;
- (2) The total number of vehicles parked during the reporting period;
- (3) The amount of taxes due; and
- (4) Such other pertinent information as the Fiscal Officer deems necessary.

(B) Certification Required. The remittance returns required by this section shall be prepared and filed by the operator's financial officer responsible for compliance with this chapter. Such officer shall sign and attest to the accuracy of the information contained on the remittance return.

(C) Amended Returns. An amended remittance return may be filed to correct any remittance return previously filed with the Fiscal Officer within three (3) years from the date of the original filing. The form of such amended remittance return shall be prescribed by the Fiscal Officer and at a minimum contain all adjusted amounts separately stated, the reason for the adjustment, and the period in which the transactions were or should have been originally reported. Upon examination, the Fiscal Officer shall issue an appropriate assessment of tax, penalties, and interest, if any.

(D) Frivolous Returns. Any return required by this chapter, or the rules and regulations promulgated hereunder, that is determined to be filed in bad faith, substantially incomplete, or providing information without a reasonable basis for such position stated shall be deemed frivolous.

(E) Electronic Filing. The Fiscal Officer is authorized to require electronic filing of all remittance returns and tax payments, and to pass-through to the operator any reasonable processing fee charged by the company processing the payment.

(F) Exemptions. All claims for exemptions from tax filed with the operator during the reporting period shall be filed with the return.

(G) Confidentiality. All returns and payments submitted by each operator shall be treated as confidential by the Fiscal Officer and shall not be released by him or her except upon order of a court of competent jurisdiction or to an officer or agent of the United States, State of Ohio, County of Lake, or Village of Madison, for authorized official use and as authorized by § 183.19.

(H) Cessation of Business. If for any reason an operator shall cease to do business in the Village, all returns and payments are due immediately upon cessation of business.

(I) Taxes Are Village Property. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the Village of Madison until payment thereof is made to the Fiscal Officer. No operator shall use and/or convert these taxes for any other purpose whatsoever.

(J) Fraud.

- (1) No person shall knowingly make, present, aid, or assist in the preparation or presentation of a false or fraudulent report, return, schedule, statement, claim, or document authorized or required by this chapter to be filed with the Fiscal Officer, or knowingly procure, counsel, or advise the preparation or presentation of such report, return, schedule, statement, claim, or document, or knowingly change, alter, or amend, or knowingly procure, counsel or advise such change, alteration, or amendment of the records upon which such report, return, schedule, statement, claim, or document is based with intent to defraud the Village or the Fiscal Officer.
- (2) No person shall knowingly present to any operator any false information indicating that the parking service as furnished is not subject to the tax.

#### **183.08 BURDEN OF PROOF.**

(A) General Rule. Except as otherwise provided in this section, any determination and assessment made by the Fiscal Officer shall be prima facie correct and the operator shall have the burden of proof with respect to any factual issue relevant to ascertaining the liability of the operator imposed by this chapter.

(B) Limitations.

- (1) The Fiscal Officer shall have the burden of proof in any proceeding with respect to any transactions which were reconstructed by the Fiscal Officer solely through the use of statistical information on unrelated operators.
- (2) Division (B)(1) of this section shall apply with respect to an issue only if the operator has maintained all records required under this chapter and has cooperated with all requests by the Fiscal Officer for witnesses, information, documents, meetings, and interviews.



**183.08 NOTICE.**

(A) Method.

- (1) Unless otherwise provided in this chapter, whenever notice is required, such notice shall be given by United States Certified Mail, addressed to the person concerned at his or her last known address, and proof of such mailing shall be sufficient for the purposes of this chapter.
- (2) If the method of delivery in division (A)(1) of this section is returned or refused, notice shall be given by United States First-Class Mail, addressed to the person concerned at his or her last known address, and proof of such mailing shall be sufficient for the purposes of this chapter.
- (3) Notice served upon a facility owner shall be deemed sufficient where such notice is delivered to the primary owner at the property address designated on the records of the Lake County Auditor pertaining to such parking facility.

(B) Time for Hearing. Notice of any hearing provided for by this chapter shall be given not less than seven (7) days prior to the date fixed for hearing. All hearings provided for in this chapter shall be at a location determined by the Fiscal Officer.

**183.10 MAINTENANCE OF RECORDS.**

(A) Record Keeping.

- (1) Every operator must keep separately, with respect to each parking service operated by such operator, complete and accurate records which shall include:
  - (a) Primary records including, but not limited to, sales invoices, periodic contracts, tickets or claim checks, exemption certificates, tax payment receipts, and cash register tapes; and
  - (b) Secondary records including, but not limited to, remittance returns, federal and state tax returns, bank deposit receipts, day books, Journals, or any other records in which accumulated data is recorded.
- (2) Any secondary record in which accumulated data is recorded by the operator must be supported by complete primary records from which such data was accumulated.
- (3) The Fiscal Officer is authorized to further regulate the maintenance of records and prescribe rules as to the substance and form of all information required to be maintained by each operator.

(B) Retention of Records. Every person responsible for collecting and remitting the parking occupancy tax imposed under this chapter shall retain all records necessary to compute the tax liability for a period of six (6) years from latter of the date the tax return is filed or the tax is paid; unless the Fiscal Officer consents, in writing, to their destruction within that period or by order requires that they be kept for a longer period.

(C) Failure to Maintain Records. For purposes of determining the amount of tax due where an operator fails to maintain complete primary records which may be utilized in verifying the accuracy of the figures reflected in their secondary records and/or reported on their tax remittance returns, the Fiscal Officer will determine and use the net receipts from a representative period as the basis for application of the tax levied in § 183.032. The determination will be based upon one (1) or more of the following: (1) the operator's income tax records, (2) a sampling of the operator's business activity for a representative period, (3) previous tax remittance returns submitted by the operator,

and/or (4) other information relating to the business activity of such operator. The net receipts for the representative period will be projected for all periods under review.

### **183.11 RESPONSIBLE PARTIES.**

(A) Agency. Where an operator performs his or her functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for purposes of this chapter and shall have the same duties and liabilities as his or her principal. Where the managing agent collects parking occupancy tax on behalf of his or her principal, such principal shall be jointly responsible for reporting and remitting the tax to the Village. Compliance with the provisions of this chapter by either the principal or the managing agent shall be considered to be compliance by both.

(B) Exempt Only as to Tax Liability. Any person who qualifies as an operator shall not, by reason of being exempt from the tax liability imposed under this chapter, be exempt from the duties of an operator imposed under this chapter.

(C) Joint and Several Liabilities for Tax, Interest, and Penalties.

- (1) The operator shall be liable for the payment of all taxes required to be collected under this chapter, including interest and penalties thereon.
- (2) Any financial officer of an operator who willfully fails to collect the tax, file required returns, or make tax payments when due to the Fiscal Officer shall be jointly and severally liable with the operator for all taxes due under this chapter, including interest and penalties thereon. This personal liability of the financial officer shall survive the merger, acquisition, liquidation, or dissolution of the operator.
- (3) Any facility owner who knowingly permits its parking facility to be used by an operator in the ordinary course of such operator's parking service shall be jointly and severally liable with the operator for all taxes due under this chapter, including interest and penalties thereon. Any amounts due hereunder shall be reduced to a lien on the parking facility.

### **183.12 TRANSFER OR TERMINATION.**

(A) Notice of Transfer Required.

- (1) Any operator who transfers fifty percent (50%) or more ownership of its parking service, or any substantial part of the operations or assets of such parking service, must file a notice of transfer with the Fiscal Officer at least forty-five (45) days prior to the date of such transfer, setting forth the legal name and address of the transferor-operator, legal name and address of the transferee, date of transfer, description of the parking service or assets being transferred, the amount of the transfer price, and any such other information as the Fiscal Officer may require.
- (2) Within thirty (30) days of receipt of the transfer notice required in division (A)(1), the Fiscal Officer will issue a statement of account as provided in division (E) to both the transferor and transferee. The transferee shall withhold the amount due from the transfer price and remit the same to the Fiscal Officer.
  - (a) If the transferee fails to withhold and remit the amount shown on the statement of account, such transferee shall be jointly and severally liable for all amounts indicated on the statement of account up to the fair market value of the consideration transferred, or the transfer price, whichever is greater.

- (b) Any amount due pursuant to division (A)(2)(a) of this section shall constitute a lien on the property being transferred.
  - (c) The transferee shall be relieved of any duty to withhold from the transfer price and shall have no transfer-liability for taxes, interest, or penalties due hereunder from the transferor if the Fiscal Officer fails to issue a statement of account within thirty (30) days of receipt of the notice of transfer.
  - (d) Nothing in this section shall be construed to relieve the transferor of its liability for taxes, interest, and penalties except that any payments received from the transferee as provided herein shall reduce such liability payable to the Fiscal Officer.
- (3) Within twenty (20) days from the transfer date, the transferor shall file a remittance return and pay any tax due in accordance with division (F).

(B) Notice of Termination Required.

- (1) Any operator who intends to cease operating a parking service within the Village or dispose of a majority of the assets of such parking service, must file a notice of such termination with the Fiscal Officer at least forty-five (45) days prior to the date of termination, setting forth the legal name and address of the operator, a description of the operations being terminated, the date of termination, and such other information as the Commissioner may require.
- (2) Within twenty (20) days from the termination date, the operator shall file a remittance return and pay any tax due in accordance with division (F).

(C) Notice of Change of Facility Owner Required.

- (1) Any transferee of property used as a parking facility shall file a notice of change with the Fiscal Officer at least forty-five (45) days prior to the date of such transfer, setting forth the legal name and address of the transferor, legal name and address of the transferee, date of transfer, description of the real property, and any such other information as the Fiscal Officer may require.
- (2) Within thirty (30) days of receipt of the transfer notice required in division (C)(1) of this section, the Fiscal Officer will issue a statement of account as provided in division (E) to both the transferor and transferee. The transferee shall be required to withhold the amount due from the transfer price and remit the same to the Fiscal Officer.
  - (a) If the transferee fails to withhold and remit the amount shown on the statement of account, such transferee shall be jointly and severally liable for all amounts indicated on the statement of account up to the fair market value of the property transferred, or the transfer price, whichever is greater.
  - (b) Any amount due pursuant to division (C)(2)(a) this section shall constitute a lien on the property being transferred.
  - (c) The transferee shall be relieved of any duty to withhold from the transfer price and shall have no transfer-liability for taxes, interest, or penalties due hereunder from the transferor if the Fiscal Officer fails to issue a statement of account within thirty (30) days of receipt of the notice of change.
  - (d) Nothing in this section shall be construed to relieve the transferor of its liability for taxes, interest, and penalties except that any payments received from the transferee as provided herein shall reduce such liability payable to the Fiscal Officer.

(D) Notice of Change of Financial Officer. Any person serving as a financial officer of an operator may, upon termination of its services to such operator, file a notice of change with the Fiscal Officer. Such notice shall serve to limit any personal liability that may be imposed under this chapter for reporting periods beginning after the effective date of the notice.

(E) Statement of Account. When required by this chapter or upon any other proper request, the Fiscal Officer shall issue a statement of account for a requested operator which shall include all taxes, interest, and penalties due as of the close of the previous deadline for remittance as prescribed by division (A) of § 183.14.

(F) Final Reporting Period. A final reporting period shall be any partial reporting period resulting from the transfer or termination of a parking service. Such period shall begin the day following the close of the last reporting period and shall close on the date of transfer or termination, inclusive. The remittance return for a final reporting period shall be due by the twentieth day following the close of such period and be in a form as any other remittance return to be filed, except that it shall indicate "Final Report Period" across the top of the first page.

### **183.13 FISCAL OFFICER'S AUTHORITY.**

(A) Rulemaking. The Fiscal Officer is empowered to adopt, promulgate, and enforce rules and regulations relating to any matter pertaining to the administration and enforcement of the provisions of this chapter, including, but not limited to, provisions relating to transactions and record keeping. Rules and regulations shall be effective thirty (30) days after one-time notice publication that they have been adopted in a newspaper of general circulation in Lake County, Ohio.

(B) Rulings. The Fiscal Officer is empowered to hear requests for rulings on the application of the provisions of this chapter and the rules and regulations promulgated hereunder and to render a decision on the same. Such rulings will be at the discretion of the Fiscal Officer and binding only with respect to the party requesting the ruling. Any entity may request a ruling upon application and payment of an administrative fee to be prescribed by the Fiscal Officer.

(C) Investigations. The Fiscal Officer is empowered to conduct investigations relating to any matter pertaining to the administration and enforcement of the provisions of this chapter.

(D) Subpoena Power. The Fiscal Officer is empowered to compel the production of books, papers, records and other information and the attendance of all persons before him or her, whether as parties or witnesses, whenever he or she believes such persons have knowledge pertinent to any inquiry of any tax paid, charged, collected or received or required to have been charged, collected or received. The Fiscal Officer is empowered to examine any person appearing before him or her under oath, concerning any transaction which was or should have been reported for any purpose under this chapter or any activity or occurrence tending to affect the tax levied under this chapter. All costs of production shall be born by the respondent.

(E) Access to Records.

- (1) An operator or suspected operator shall provide the Fiscal Officer and/or his or her designated agent access to all records and evidence at all reasonable times and shall provide verification or authentication of the same, as the Fiscal Officer may require.

- (2) An operator or suspected operator is required to provide to the Fiscal Officer and/or his or her designated agent the means, facilities and opportunity to conduct any examination or investigation upon reasonable notice.
- (3) The Fiscal Officer and/or his or her designated agent are authorized to examine the books, bank statements, deposit slips, third-party statements, papers and other records of any operator or suspected operator in order to verify the accuracy of any return made, or, if no return has been made, to determine compliance with this chapter and any tax due hereunder.

(F) Authority Not Limited. No authority granted to the Fiscal Officer by any other provision of this chapter shall be limited by virtue of not being included in this section.

(G) Abatement of Certain Penalties. Upon good cause, the Fiscal Officer may waive penalties otherwise owing under division (F) of § 183.20 for a taxpayer's failure to pay amounts due.

#### **183.14 ASSESSMENT OF TAX.**

(A) Fiscal Officer Shall Make Assessments. The Fiscal Officer shall determine and assess all deficiencies of tax, interest, and penalties due from any taxpayer or responsible party charged with liability for such amounts under this chapter.

(B) Evidence and Use of Estimates. The Fiscal Officer may use all available information in determining an assessment. Information derived from a limited period of time or volume may be used to estimate data for a larger period of time or volume. Such information used in estimations may be derived from sources relating to the operator being assessed or one (1) or more other operators. The lack of admissibility under any applicable rules of evidence shall not bar such use of information in the determination of an assessment.

(C) Notice of Deficiency. The Fiscal Officer shall serve notice on the person being assessed, communicating his or her determination and assessment and shall include a demand for all taxes, interest, and penalties that are due and unpaid. The assessment by the Fiscal Officer shall become final upon the expiration of twenty (20) days from the date notice is provided to the person, unless prior thereto the person files an appeal in accordance with § 183.17.

(D) Multiple Assessments Permitted. The Fiscal Officer may concurrently assess any persons who have, by reason of an act or omission or by operation of law, become liable for the payment of any taxes, interest, or penalties which were not originally incurred by that person. The amount of recovery from such persons shall be limited to the total deficiency due.

(E) Application of Penalties and Interest. Penalties and interest shall accrue from the date the taxes assessed should have been paid in accordance with this chapter. A protest and/or appeal of the Fiscal Officer's assessment shall not toll the application and accrual of penalties and interest.

#### **183.15 ENFORCEMENT.**

(A) Suit Authorized. Upon an assessment becoming final and after the expiration of time for all proper appeals, the Director of Law shall, by request of the Fiscal Officer on behalf of the Village, bring or cause to be brought an action to enforce the payment of the assessment in any court of competent jurisdiction against any party liable for payment.

(B) Assessments Collectable as Other Debts. All final assessments no longer subject to appeal shall be collectible as any other debts owed to the Village.

(C) Revocation of License. Upon an assessment becoming final and after the expiration of time for all proper appeals, the Administrator may, at his or her discretion, revoke any license granted under the Codified Ordinances, inclusive of a conditional use permit, to an operator responsible for payment of such assessment upon seven (7) days notice to the license holder.

(D) Termination of Economic Development Assistance. Upon an assessment becoming final and after the expiration of time for all proper appeals, the Administrator may, at his or her discretion, terminate any economic development assistance granted under the Codified Ordinances to an operator responsible for payment of such assessment upon seven (7) days notice to the economic development assistance recipient.

(E) Lien Authorized. A final assessment no longer subject to appeal may be reduced to a lien on all real and/or personal property of the taxpayer or other responsible party.

(F) Offset Authorized. Any credit, refund or other money due to be paid by the Village or any division thereof, to a person who is liable for the payment of a final assessment shall be offset by such liability and paid to the Fiscal Officer in satisfaction of the same.

(G) Enforcement Not Limited.

- (1) No authority granted to the Fiscal Officer or any other officer of the Village by any other provision of the Codified Ordinances shall be limited by virtue of not being included in this section.
- (2) Remedies available to the Fiscal Officer for the enforcement of this chapter shall not be limited by virtue of not being included in this section.
- (3) The exercise of one (1) form of remedy by the Fiscal Officer shall not preclude the concurrent or successive use of another remedy.

#### **183.16 REFUND OF TAX.**

(A) Claim Required. A taxpayer or responsible party claiming a refund must file a claim with the Fiscal Officer on forms provided by the Fiscal Officer for that purpose. No refund shall be allowed for any amount paid by any taxpayer or responsible party unless such person bore the burden of such amount and did not shift the burden to another person.

(B) Filing of Claim. A claimant may file a claim for refund for any amount of tax, interest or penalty paid by such claimant in relation to any reporting period ending within the previous three (3) years from the date of filing a claim, provided such amount was paid through a mistake of fact or an error of law other than an error resulting from the tax, any of its provisions, or its application, being declared invalid or unconstitutional.

(C) Content of Claim. A claim for refund shall be stated by reporting period and include amended returns for each such period along with an explanation supporting the amended position and amount claimed for refund.

(D) Disposition of Claim. Where a claim for refund is properly filed, the Fiscal Officer shall examine the same and determine the amount of refund due, if any. Before issuing a determination, the Fiscal Officer may request additional information or conduct any investigation necessary in

ascertaining the validity of the claim. After a determination has been made, the Fiscal Officer shall issue a notice of determination, granting a full or partial refund, or denying the claim. The determination by the Fiscal Officer shall become final upon the expiration of twenty (20) days from the date notice is provided to the claimant, unless prior thereto the claimant files an appeal in accordance with § 183.17.

(E) Amount Refunded. Any refund granted under this section shall be without interest and offset by any other indebtedness of the claimant to the Village.

#### **183.17 APPEALS.**

Any operator aggrieved by any decision of the Fiscal Officer with respect to the amount of the tax, interest, and penalties, if any, may appeal to the Local Board of Tax Review by filing a notice of appeal with the Board within fifteen (15) days of the serving or mailing of the determination of tax due. The Board shall fix a time and place for hearing the appeal, and shall give notice in writing to such operator at its last known place of business. The findings of the Board shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon service of notice.

Decisions of the Board shall become final after thirty (30) days following the date of notice, unless prior thereto the Fiscal Officer or any proper party, appeal the Board's decision pursuant to R.C. Chapter 2506.

#### **183.18 STATUTE OF LIMITATIONS.**

(A) Assessment of Tax.

- (1) Except as otherwise provided in this section, an assessment shall be issued within three (3) years from the date the return was due or the date the return was filed, whichever is later.
- (2) Where an operator underreports more than twenty-five percent (25%) of the total tax due, an assessment shall be issued within six (6) years from the date the return was due or the date the return was filed, whichever is later.
- (3) No limitation in the time for assessment of taxes and associated interest and penalties shall apply in the case of a false or fraudulent return.
- (4) An amended return filed pursuant to § 183.07(C) shall not extend the time provided by any provision of this section.

(B) Offenses.

- (1) Except as so provided in paragraph (2) of this section, prosecutions for an offense made punishable under this chapter shall be commenced within three (3) years after commission of the offense.
- (2) Prosecutions for an offense made punishable under this chapter relating to the willful failure to pay any tax due or file a required return or attempt to evade the application of the tax shall be commenced within six (6) years after the commission of the offense.

(C) Collection. Any action or suit for collection of taxes assessed shall be commenced within ten (10) years from the date of assessment.

(D) Persons Other than the Taxpayer. The time allowed for any action against a person liable for the payment of any tax, interest, or penalty other than the taxpayer shall be the same as in the case such action was being taken against the taxpayer.

### **183.19 CONFIDENTIAL INFORMATION.**

(A) General Rule. Except as otherwise provided in this section, information provided to the Fiscal Officer by a taxpayer or revealed by such in the course of an investigation or private hearing shall be confidential and no person shall disclose such information except in compliance with a proper judicial order from a court of competent jurisdiction, or in the connection with the performance of that person's official duties or the official business of the Village as authorized under the Codified Ordinances.

(B) Disclosure to Other Tax Authorities. The Fiscal Officer may furnish any information obtained under this chapter to the Internal Revenue Service and to the State Tax Commissioner upon request.

(C) Disclosure to Responsible Parties. The Fiscal Officer may disclose any information to any responsible party charged with liability under § 183.11 for the purpose of monitoring and discharging their obligations there under, including, but not limited to, providing a notice of deficiency issued to a taxpayer.

(D) Use in Evidence. This section shall not operate so as to preclude the use of otherwise confidential information when needed for evidentiary purposes in an action brought pursuant to this chapter for a violation of or to enforce any of its provisions, be same civil or criminal.

### **183.20 PENALTIES AND INTEREST.**

(A) Failure to File.

- (1) A penalty of five percent (5%) of the tax collected for the relevant reporting period shall be assessed for each month, or portion thereof, that the return is not filed after becoming due, up to a maximum penalty of twenty-five percent (25%) of the tax collected for that reporting period.
- (2) The tax collected for the relevant reporting period shall be the amount of tax that should have been reported without deduction of any payments for the period that were received in advance of filing.

(B) Failure to Pay. A penalty of one percent (1%) of the amount of tax remaining unpaid after they become due shall be assessed for each month, or portion thereof, that such tax is not paid in full.

(C) Timing of Penalty. Any penalty assessed by this section shall be first applied on the first day the return or tax becomes past due and on every first day on the following months thereafter under the terms of such penalty.

(D) Penalties Not Compounded. Penalty amounts due pursuant to this section shall not be compounded by adding any such penalty to the balance of unpaid tax due.

(E) Penalties Not Applied to Interest. Penalties assessed under this section shall not apply to the portion of the unpaid balance comprised of accumulated interest assessed under this chapter.



(F) Fraud. If the Fiscal Officer determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty equal to twenty-five (25%) percent of the amount of the tax shall be added thereto in addition to the penalties stated in divisions (A) and (B) of this section.

(G) Interest. In addition to the previous penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one (1%) percent per month, or fraction thereof, on the amount of the tax exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(H) Penalties During Pendency of Hearing or Appeal. No penalty provided under the terms of this chapter shall be imposed during the pendency of any hearing or appeal.

(I) Abatement of Interest and Penalty. In cases where returns were filed in good faith, and an assessment has been paid within the time prescribed by this chapter or where otherwise allowed within the Fiscal Officer's discretion, then the Fiscal Officer may abate any charge of penalty or interest, or both.

(J) Interest On Unpaid Balance. Any unpaid balance due, including all tax, penalties, and accumulated interest, shall accrue interest on a daily basis until paid in full.

- (1) Rate. The annual rate of interest shall be five percent (5%).
- (2) Calculating Interest. Interest shall be assessed daily by multiplying the unpaid balance due by the daily interest rate. Interest shall be compounded daily by adding the daily interest calculated to the unpaid balance due as accumulated interest.
- (3) Interest Additional to Penalties. Interest assessed pursuant to this section is in addition to any other penalty amount imposed under this chapter.

#### **183.21 TAX TO BE SEPARATELY STATED AND CHARGED.**

(A) The tax to be collected pursuant to § 183.032 of this chapter shall be stated and charged separately from the parking fee, and shown separately on any record thereof, at the time when occupancy is arranged or contracted and charged for, and upon every evidence of parking occupancy, or any bill or statement or charge made for said parking occupancy issued or delivered by the operator, and the tax shall be paid by the patron to the operator as trustee for and on account of the Village of Madison, and the operator shall be liable for the collection thereof and for the tax as per § 183.11.

(B) No operator shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the parking fee, or that, if added, any part will be refunded except in the manner hereinafter provided.

#### **183.22 REGISTRATION.**

Within thirty (30) days of the effective date of this chapter, or within thirty (30) days after commencing business, whichever is later, each operator shall register its parking service with the Fiscal Officer and obtain from him or her a "Parking Service Registration Certificate" to be at all times posted in a conspicuous place on the premises. Said certificate shall, among other things, state the following:

- (1) The name of the operator;
- (2) The address of the parking facility;
- (3) The date upon which the certificate was issued; and
- (4) "This Parking Service Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Parking Occupancy Tax ordinance of the Village of Madison by registering with the Fiscal Officer for the purpose of collecting from patrons the Parking Occupancy Tax and remitting said tax to the Fiscal Officer. This certificate does not constitute a permit."

The registration requirement of this section is in addition to and in not in lieu of any other required permit approvals. There is no fee for registration pursuant to this section.

**183.99 VIOLATIONS; PENALTY.**

- (A) Whoever violates divisions (A), (B), (I) or (J) of § 183.07 or violates § 183.22 of this chapter shall be guilty of a misdemeanor of the first degree and shall be subject to the penalties set forth in § 501.99 of the Codified Ordinances of Madison Village for a first degree misdemeanor.
- (B) Whoever knowingly violates any provision of this chapter for which violation no penalty is otherwise provided, is guilty of a misdemeanor of the fourth degree on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the second degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the first degree and shall be subject to the penalties set forth in § 501.99 of the Codified Ordinances of Madison Village for such misdemeanors.
- (C) In accordance with § 501.11 of the Codified Ordinances of Madison Village, it is the intent of this ordinance to impose organizational criminal liability.
- (D) The imposition of any other penalties provided herein shall not preclude the Village from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful action, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this chapter or other applicable laws, ordinances, rules, or regulations.

**ORDINANCE NO. 14 - 2024**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EIP HOLDINGS II, LLC FOR THE SALE OF AN EXISTING LEASE AND FOR A RELATED GRANT OF AN EASEMENT BOTH RELATED TO AN AREA OF 6,400 SQUARE FEET LOCATED AT 81 SAMUEL STREET; AND DECLARING AN EMERGENCY.

WHEREAS, the Village owns PPN 02-A-006-A-01-001-0, known as 81 Samuel Street; and

WHEREAS, the Village previously entered into a lease agreement with Northstar Towers, LLC for an 80' x 80' area of the property for the purpose of locating a wireless communication tower; and

WHEREAS, the terms of the lease provides that the Village receives monthly rental income of \$1,200, plus annual fixed percentage increases, as well as a percentage share of gross sublease rentals for a term through the year 2084, however, rental income is not guaranteed because the tenant may terminate the lease at any time without penalty; and

WHEREAS, monetizing the Northstar Towers lease agreement via assignment and lump sum payment was explored by the Administration; and

WHEREAS, after negotiations as to a fair market value price and terms and provisions both commercially acceptable and in accord with all legal requirements applicable to an Ohio political subdivision, a proposal from EIP Holdings II, LLC was determined to be best available offer and is recommended by the Administration for approval; and

WHEREAS, the Council finds and determines that in the exercise of its Charter and plenary power conferred by the Ohio Constitution that it is in the best interests of the Village to accept after arms-length negotiations an agreement with EIP Holdings II, LLC, as per the terms contained in the transaction documents titled "Letter Agreement" and "Easement Agreement."

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

**SECTION 1.** The "Letter Agreement" with EIP Holdings II, LLC attached hereto as Exhibit "1" is hereby accepted and approved and the Mayor is hereby authorized to execute the same on behalf of the Village.

SECTION 2. The "Easement Agreement" with EIP Holdings II, LLC attached hereto as Exhibit "2" is hereby accepted and approved and, upon the date of satisfaction of all contingencies set forth in the "Letter Agreement," the Mayor is hereby authorized to execute the same on behalf of the Village.

SECTION 3. 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 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 § 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance constitutes an emergency in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison and is further necessary to meet contractual deadlines; WHEREFORE, this Ordinance shall take immediate effect in accordance with the provisions of Article V, § 5.2 of the Madison Village Charter.

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

\_\_\_\_\_  
Mark V. Vest,  
President of Council

Attested:

\_\_\_\_\_  
Kristie Crockett,  
Fiscal Officer / Clerk of Council

Approved:

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

\_\_\_\_\_  
Date



Everest Infrastructure Partners  
Two Allegheny Center  
Nova Tower 2 | Suite 1002  
Pittsburgh, PA 15212  
(412) 482-3420

March 4, 2024

Dear Dwayne:

Everest Infrastructure Partners, Inc. ("Everest") is pleased to present to you ("Owner") this offer letter ("Offer") for Everest to acquire an easement to the land you own under the cell tower site ("Property") at 83 Samuel Street, Madison, Ohio 44057:

1. **Current Lease.** The Offer is based on the following terms of the current lease for the cell tower operated on the Property:

Tower Company:	<u>Northstar Towers LLC</u>
Current Rent:	<u>\$1,200.00 / month</u>
Rent Escalator:	<u>1% / year after year 5</u>
Next Escalation:	<u>2029</u>
Final Lease Expiration:	<u>2084</u>

2. **Payment to Owner.** Everest will pay to Owner the sum of Two Hundred Sixteen Thousand and No/100 Dollars (**\$216,000.00**) at closing. Everest shall be entitled to all rents generated by the Property.

Additionally, the Owner shall receive Five Percent (5%) of the gross payment(s) of each future sublease tenant that qualifies within the Assignment and Subleasing section (14.2) of the Option and Lease Agreement.

3. **Easement.** In exchange for the consideration above, Everest will be granted a perpetual easement to the Property currently leased for wireless telecom use, and shall include access and utility easements thereto.
4. **Transaction Documents.** The parties will enter into mutually agreeable documents customary for the granting of an easement.
5. **Due Diligence.** Everest shall have the right to perform any due diligence investigations Everest deems prudent, including due diligence investigations of the Property, agreements affecting the Property and payments related to the Current Lease.
6. **Closing.** The transaction will close promptly upon Everest's satisfaction with the due diligence investigations. Provided the due diligence investigations proceed smoothly and do not reveal any unsatisfactory issues, Everest anticipates closing the transaction within sixty (60) days of agreement on the transaction documents.
7. **Confidentiality.** This Offer is made on a strictly private and confidential basis. Neither the existence of this Offer or any of its terms may be disclosed without the prior written consent of Everest, except that disclosure may be made to Owner's employees, advisors, attorneys and other representatives as appropriate to evaluate and pursue the transaction contemplated in this Offer.

8. **Contact Information.** All communications in regards to this offer should be directed to:

Mark Cogley  
Everest Infrastructure Partners, Inc.  
Phone: (412) 758-6894  
Email: mark.cogley@everestinfrastructure.com

Except for the confidentiality obligations set forth above and Exclusivity Period as set forth below, this Offer and the terms set forth herein are not legally binding and do not constitute an obligation on the part of any party. The terms of our agreement shall only be binding upon signature of the transaction documents.

Everest appreciates this opportunity and is prepared to devote all available resources toward completing the transaction quickly and efficiently.

Very truly yours,



Dominic Nardone  
Vice President of Business Development  
Everest Infrastructure Partners, Inc.

Owner recognizes that Everest will incur costs and expenses in performing the due diligence activities set forth above, and as such, Owner hereby provides Everest Infrastructure Partners, Inc. with a 90-day period of exclusivity ("Exclusivity Period") from the dates of the Owner's execution below to evaluate and close on the transaction contemplated herein. During the Exclusivity Period, neither Owner nor their representatives will, directly or indirectly, solicit any offers to acquire an interest in the Property.

By: MADISON VILLAGE MAYOR

Name: [Handwritten Signature]

Title: [Handwritten Title]

Date: 3/26/2024

\_\_\_\_\_, 202\_\_

Village of Madison  
33 East Main Street  
Madison OH 44057

**RE: Letter Agreement**

Dear Village of Madison:

EIP Holdings II, LLC (“Grantee”) is pleased to present this Letter Agreement (“Agreement”) to Village of Madison (“Grantor”) for the grant of easement rights to property located at or about 81 Samuel Street, Madison OH 44057 (“Property”). The following are the terms and conditions of the Agreement, which shall be supplemented by an Easement Agreement in the form attached hereto as Exhibit “A” (“Easement Agreement”) and entered into by and between Grantee and Grantor in accordance with the terms herein:

**Grant of Easement; Assignment; Consideration**

1. Grantor shall grant an easement (“Easement”) to Grantee at Closing, which Easement shall conform to those portions of the Property leased pursuant to that certain Option and Lease Agreement initially entered into by and between Village of Madison as lessor and Northstar Towers, LLC as lessee, dated [REDACTED], including any amendments thereto (“Current Agreement”), and assign to Grantee all of Grantor’s beneficial rights with respect to the Current Agreement. Such grant and assignment shall be in accordance with the terms more particularly set forth in the Easement Agreement.
2. Grantee shall pay to Grantor at Closing the sum of Two Hundred Sixteen Thousand and No/100 Dollars (\$216,000.00). In addition, if at any time during the term of the Easement Agreement Grantee receives revenue share payments from tenant under the Current Agreement as set forth in Section 14.2 of the Current Agreement, Grantee shall pay to Grantor ongoing payments equal to Twenty-Five Percent (25%) of all such rental revenue share received by Grantee.

**Warranties of Grantor**

3. Grantor warrants to Grantee that, as of the Effective Date through the occurrence of Closing:
  - (i) Grantor is the legal owner of title to the Property and has the legal right and authority, and has obtained all necessary approvals, to execute this Agreement and the Easement Agreement and consummate the transaction contemplated herein.
  - (ii) Grantor has provided to Grantee true and complete copies of the Current Agreement, all amendments and addendums thereto, and all other writings or agreements relating in any way to the Easement or Grantee’s use thereof or relating

to communications facilities on the Property; all of such documents are in full force and effect; no party is in default of any of such documents; no party has indicated any intention to terminate any Current Agreement prior to the natural expiration thereof or otherwise cease to utilize the applicable premises thereunder; and Grantor shall not extend or otherwise revise any of such documents without Grantee's prior written consent, which may be denied in Grantee's sole discretion.

- (iii) Grantor has not accepted any payments in advance beyond the most recent payment due under the Current Agreement; and the following accurately states the payment terms of the Current Agreement:

Current Lessee/Payee: Northstar Towers  
Current Rent: \$1,200.00/Month (there is 20% revenue share per the Current Agreement which will commence upon addition of the 2<sup>nd</sup> sublessee)  
Frequency of Rent Payment: Monthly  
Date Next Rent Payment Due: First day of month following Effective Date

- (iv) The final term (including all renewal terms that occur automatically or at the lessee's option) of the Current Agreement will expire on or before January 1, 2084.
- (v) There is no substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation located on, under or about, or otherwise affecting, the Property.
- (vi) There is no mortgage, deed of trust, lien, security interest or other encumbrance on or affecting the Property except as identified below ("Mortgage"); Grantor is current in all payments and not otherwise in default of the Mortgage or any loans secured by the Mortgage; and Grantor shall not place any further encumbrances on the Property prior to the recordation of the Easement Agreement to be executed at Closing:

Mortgagee: \_\_\_\_\_  
Maximum Secured: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_

- 4. Grantor acknowledges that Grantee is entering into this Agreement in reliance upon the warranties made by Grantor herein. Grantor shall indemnify, defend and hold harmless Grantee for any claim or harm suffered by Grantee due to any breach or failure of such warranties for a period of one year following Closing. The maximum aggregate liability of Grantor related to this Agreement and any documents executed pursuant hereto or in connection therewith, and/or related to the Property or the Current Agreements shall not exceed the Purchase Price.

**Due Diligence**

- 5. Commencing upon the Effective Date and extending until Closing, Grantee may conduct any due diligence investigations related to the Property and the Easement as Grantee deems appropriate ("Due Diligence Period"). In the event that Grantee determines that any aspect of its due diligence investigations is unsatisfactory, Grantee may terminate this Agreement upon notice to Grantor.



6. Grantor shall provide to Grantee all information and documentation reasonably requested by Grantee for Grantee's due diligence investigations to the extent that such information and documentation exists and is reasonably available to Grantor.
7. If any Mortgage affects the Property, Grantor shall exercise good faith efforts to obtain a non-disturbance agreement in a form acceptable to Grantee from each mortgagee under each Mortgage prior to the expiration of the Due Diligence Period. The Due Diligence Period shall be reasonably extended until all non-disturbance agreements are provided.

#### **Closing: Assigned Sums**

8. Upon Grantee's satisfaction with its due diligence investigations, the parties shall promptly conduct a settlement of the transaction ("Closing") at which time (i) Grantee and Grantor shall execute the Easement Agreement and (ii) upon such execution, Grantee shall pay to Grantor the consideration due at Closing, subject to any proration for Assigned Sums in accordance with the terms herein. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section and therefore, Grantor and Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.
9. Upon the occurrence of Closing, Grantee shall be entitled to all rent and other sums payable pursuant to the Current Agreement and any other agreements respecting the Easement and attributable to any period of time after Closing ("Assigned Sums"). Grantee shall offset against the consideration paid to Grantor at Closing an amount equal to (i) all Assigned Sums received by Grantor prior to Closing and (ii) all Assigned Sums due to be paid during the four (4) months immediately following Closing, and upon such offset Grantor shall be entitled to the rent and other sums attributable to the corresponding periods. For all Assigned Sums not offset against the consideration paid to Grantor at Closing, regardless of whether received by Grantor before or after Closing, Grantor shall immediately forward such amounts to Grantee without notice or demand from Grantee. Grantor shall cooperate with Grantee to the extent necessary to redirect future payments of Assigned Sums to Grantee.

#### **Miscellaneous**

10. The term of this Agreement shall commence upon the Effective Date and, if not terminated in accordance with the due diligence provisions herein, shall run and expire concurrently with the term of the Easement Agreement. Notwithstanding the foregoing, any indemnity provisions of this Agreement shall survive such expiration.
11. As a condition of payment, Grantor and any successor shall provide to Grantee any reasonably requested form to identify any payee's tax identification number.
12. To the extent of any inconsistency between this Agreement and the Easement Agreement, the terms of the Easement Agreement shall control.
13. This Agreement shall become effective and legally binding only upon the full execution of this Agreement by both Grantor and Grantee in the signature block below ("Effective Date"). If this Agreement is executed in several counterparts, all counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this

Agreement by email, facsimile or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart.

Very truly yours,

EIP Holdings II, LLC

By:

*Kandace Mandarino*

Kandace Mandarino  
Senior Attorney

[Signatures to immediately follow.]

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

GRANTOR:

Village of Madison,  
an Ohio municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GRANTEE:

EIP Holdings II, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John P. Lemmon  
Title: EVP and General Counsel  
Date: \_\_\_\_\_

EXHIBIT "A"

**Easement Agreement**

(Attached.)

PREPARED BY AND  
WHEN RECORDED MAIL TO:

Kandace Mandarino, Esq.  
EIP Holdings II, LLC  
c/o Everest Infrastructure Partners  
Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212

\_\_\_\_\_ SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("Effective Date") by and between **VILLAGE OF MADISON**, an Ohio municipal corporation, ("Grantor") and **EIP HOLDINGS II, LLC**, a Delaware limited liability company ("Grantee"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

**RECITALS:**

**WHEREAS**, Grantor is the owner of that certain real property located at or about 81 Samuel Street, Madison OH 44057 ("Property"), which Property is more particularly described on Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, Grantor and Grantee have entered into that certain Letter Agreement last executed the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("Letter Agreement"), in which Grantor has agreed to grant to Grantee certain rights to the Property in accordance with the terms herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and with each other the following:

1. **Recitals; Letter Agreement.** The recitals and definitions set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Agreement.

2. **Grant of Easement.** Grantor grants and conveys to Grantee:

(a) an easement ("Site Easement") in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the leases or other agreements listed on Exhibit "B" ("Current Agreements"), for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, cabinets, buildings, ice bridges, fences, gates and all related facilities (collectively "Facilities"), and any and all activities and uses of the Site Easement related to the operation of a wireless communications site, which Site Easement shall be exclusive except for any contrasting rights granted prior to the Effective Date via the Current Agreements and exclusive upon the expiration or earlier termination of the Current Agreements; and

(b) non-exclusive easements ("Access and Utility Easements") in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the Current Agreements for ingress and egress to and from the Site Easement and a publicly dedicated roadway, and for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities, fiber and the like providing service to and from the Site Easement and the Facilities, and any related activities and uses (the Site Easement and Access and Utility Easements are collectively referred to herein as the "Easement").

3. **Current Agreements.** Grantor transfers and assigns to Grantee, as of the Effective Date, any and all of Grantor's beneficial rights, title and interest in, to and under the Current Agreements, including but not limited to (i) the right to receive any and all rents and other monies due thereunder and (ii) the right to modify, extend, expand and/or terminate the Current Agreements. Grantor is not assigning and shall continue to comply with all of Grantor's obligations as lessor under the Current Agreements. During the term of the Current Agreements, maintenance of the Easement is the responsibility of any tenants under the Current Agreements, and Grantee shall not be responsible for any default thereof by any tenants under the Current Agreements nor obligated to cure or seek remedy for such default.

4. **Use of Easement.** Subject to the remaining term of the Current Agreements, Grantor shall provide to Grantee the quiet enjoyment and use of the Easement. Grantee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easement and/or Grantee's rights under this Agreement to any parties, including but not limited to (i) any lessee, sublessee or licensee under the Current Agreements, (ii) communication service providers or tower owners or operators, (iii) the affiliates, subsidiaries, parents and successors of Grantee, and (iv) holders of security interests (collectively, including successors and assigns, "Customers"). Grantee and its Customers shall have the right to enter and access the Easement at any time, twenty-four (24) hours a day, seven (7) days a week.

5. **Term.** This Agreement and the Easement shall commence on the Effective Date and extend for a period of sixty-five (65) years unless otherwise terminated in accordance with the terms herein.

6. **Termination.** In the event Grantee and its Customers cease all use of all portions of the Easement for a period of more than five (5) consecutive years (for reasons other than casualty or force majeure) subsequent to the expiration of the Current Agreements, the Easement shall be deemed abandoned and this Agreement shall be terminated. Limited or partial use of the Easement by Grantee or any Customers shall not be deemed a surrender or abandonment of the Easement or any unused portion thereof, nor prevent Grantee from benefiting from the full use and enjoyment of the entirety of the Easement. Grantee may terminate this Agreement upon written notice to Grantor. This Agreement may not be terminated by Grantor. Upon termination Grantee and Grantor shall cooperate in the execution and recordation of any document reasonably required to evidence such termination.

7. **Improvements.** Grantee and its Customers may construct improvements in, to, under and over the Easement, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein.

8. **Tower Removal at Termination.** If this Agreement survives the expiration of the Current Agreements, then upon termination of this Agreement, Grantee shall remove the above ground Facilities and Facilities down to two (2) feet below natural grade on the Site Easement and restore the surface of the Site Easement to a reasonable condition within sixty (60) days.

9. **Taxes.** Upon the expiration of the Current Agreements, Grantee shall thereafter pay as a site expense all taxes (personal and real property) directly attributable to the Facilities as evidenced by an applicable tax bill. Grantor shall pay all other taxes that are not directly attributable to the Facilities.

10. **Exclusive Use; Interference.** Except for Grantee's use or the use of any Customers or third parties with Grantee's permission or as otherwise permitted by the Current Agreements, no portion of the Property, or any other property owned by Grantor or any reasonably related party and located within a one (1) mile radius of the Property, shall be used in any manner for communications towers, facilities and/or transmissions without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion, except as further detailed herein. Grantor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Grantee or its Customers, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the operations of Grantee or its Customers. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction. The foregoing does and shall not apply to communications facilities and/or transmissions of Grantor and/or any other political subdivision with whom it may partner, when such communications towers, facilities and/or transmissions are solely in place as part of a public emergency services response network.

11. **Environmental Covenants and Indemnity.** Neither Grantor nor Grantee will introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") on, under or about the Property or the Easement in violation of any applicable law or regulation. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys' fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement and caused by the indemnifying Party. The foregoing indemnity shall survive any termination of this Agreement.

12. **General Indemnity.** Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims and expenses, including reasonable

attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying Party set forth herein, or (ii) the use and/or occupancy of the Property or the Easement by the indemnifying Party, except to the extent arising from the negligence or intentional misconduct of the indemnified Party. The foregoing indemnity shall survive for a period of one year from the Effective Date of this Agreement and the total financial liability shall be subject to the limitations set forth in the Letter Agreement.

**13. Transfer of the Property; Assignment.** The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns. Should Grantor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights hereunder. Notwithstanding the foregoing, this Agreement and the Easement are for the benefit of Grantee and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns.

**14. Estoppel Certificate.** Each Party shall, within ten (10) days after request by the other Party, execute and deliver to the requesting Party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Property.

**15. Condemnation.** In the event of any condemnation of the Easement in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easement is located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled.

**16. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee as set forth on the signature pages. Either Party may change its notice address by providing notice as set forth herein.

**17. Miscellaneous.**

- (a) This Agreement, including all exhibits attached hereto and the Letter Agreement, constitutes the entire agreement and understanding of both Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both Parties;
- (b) this Agreement is governed by the laws of the state in which the Property is located;
- (c) in the event that either Party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Easement or this Agreement, the other Party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying Party, and the non-paying Party shall thereafter reimburse the paying Party for the full amount of such sums paid within five (5) business days of the non-paying Party's receipt of an invoice from



the paying Party, or at the paying Party's option the paying Party may offset such amount, plus reasonable interest thereon, against any sums due from the paying Party to the non-paying Party;

- (d) in the event Grantee encumbers, pledges or otherwise assigns the Easement and/or Grantee's rights under this Agreement as collateral to secure any debt or other obligation of Grantee, (i) Grantor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Grantor consent, and (iii) such Grantor consent may not be amended without the consent of the holder and its administrative agents;
- (e) if any provision of this Agreement is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect;
- (f) the Parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein;
- (g) the section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;
- (h) this Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the Parties and shall not be interpreted against or in favor of either Grantor or Grantee;
- (i) each Party acknowledges that neither Party has provided any legal or tax advice to the other regarding the transaction contemplated in this Agreement or in connection with the execution of this Agreement or any ancillary documents, and each Party has had the full opportunity to avail itself of legal and financial representation;
- (j) if any Party files an action for the enforcement or breach of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs;
- (k) any Party, at its own expense, may record this Agreement upon the full execution hereof; and
- (l) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.





**Exhibit "A"**

Property

In the County of Lake, Ohio

Legal Description:

*[To be inserted per title report.]*

Parcel/Tax Number: 02-A-006-A-01-001-0

**Exhibit "B"**

Current Agreements

1. That certain Option and Lease Agreement initially entered into by and between Village of Madison as lessor and Northstar Towers, LLC as lessee, dated [REDACTED], including any amendments thereto.
2. Any other leases, licenses or agreements respecting the Easement to which Grantor is a party.



# Madison Village Police Department Monthly Activity Report March 2024

## Summary

<b>Total Calls For Service</b>	<b>626</b>	<b>Citations / Criminal Summons</b>	<b>60</b>
<b>Incident Reports</b>	<b>23</b>	<b>Arrests</b>	<b>4</b>
<b>Motor Vehicle Crash Reports</b>	<b>8</b>	<b>Total Charges Filed</b>	<b>91</b>

### Calls For Service, Incident Reports, & Computer Aided Dispatch (CAD) Reports (Partial List)

<b>Business Checks</b>	<b>115</b>	<b>Community Policing</b>	<b>10</b>
<b>Security Checks</b>	<b>27</b>	<b>Traffic Stops</b>	<b>162</b>
<b>Traffic Complaint / Impaired</b>	<b>13</b>	<b>Mental Subject</b>	<b>1</b>
<b>Administrative/Public Record Requests</b>	<b>24</b>	<b>Assist Rescue / Fire Dept.</b>	<b>37</b>
<b>Unwanted Subject</b>	<b>1</b>	<b>Overdose</b>	<b>2</b>
<b>Civil</b>	<b>1</b>	<b>Warrant</b>	<b>4</b>
<b>Alarms</b>	<b>8</b>	<b>Assist Other / Police</b>	<b>10</b>
<b>Theft / Fraud</b>	<b>3</b>	<b>Investigation Follow Up</b>	<b>9</b>
<b>Disturbance / Family Dispute / Fight</b>	<b>3</b>	<b>Directed Patrol</b>	<b>37</b>
<b>Domestic Violence</b>	<b>1</b>	<b>Suspicious Circumstance</b>	<b>6</b>
<b>Noise Complaints</b>	<b>2</b>	<b>Suspicious Person</b>	<b>7</b>
<b>Civil / Custody Disputes</b>	<b>3</b>	<b>Suspicious Vehicle</b>	<b>8</b>
<b>Subpoena Served</b>	<b>3</b>	<b>Welfare Check</b>	<b>9</b>
<b>Hazard</b>	<b>2</b>	<b>911 Call Check</b>	<b>3</b>
<b>Animal Complaint</b>	<b>6</b>	<b>Disabled Vehicle</b>	<b>5</b>
<b>Lockout</b>	<b>3</b>	<b>Property Found</b>	<b>2</b>