

Village of Madison

Mayor
Sam Britton Jr.

Council Members
H.O. Jay Adams
Daniel L. Donaldson
Duane H. Frager
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

Phone: 440-428-7526

Fax: 440-428-6703

Website:

www.madisonvillage.org

MADISON VILLAGE COUNCIL

April 26, 2021

7:00 pm Regular Council Meeting

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

(from April 12th, 2021 Council Meeting)

FIRST HEARING OF PERSONS BEFORE COUNCIL

(Limited to 5 minutes per guest)

LEGISLATION BEFORE COUNCIL:

- Pay Ordinance: #2446

OLD LEGISLATION:

ORDINANCE NO. 5-2021: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENT(S) WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL FOR THE 2021 ENERGIZED COMMUNITY GRANT PROGRAM; AND DECLARING AN EMERGENCY. (2nd Reading)

ORDINANCE NO. 6-2021: AN ORDINANCE ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA ("DORA") IN MADISON VILLAGE, OHIO PURSUANT TO OHIO REVISED CODE SECTION 4301.82, ENACTING REGULATIONS THEREFOR; AND DECLARING AN EMERGENCY. (2nd Reading)

ORDINANCE NO. 7-2021: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, SECTION 131.08, TO INCREASE MAYORAL AND COUNCIL SALARIES IN THEIR RESPECTIVE NEW TERMS OF OFFICE AND TO PROVIDE IN SUBSEQUENT YEARS FIXED PERCENTAGE SALARY INCREASES. (2nd Reading)

NEW LEGISLATION:

ORDINANCE NO. 8-2021: AN ORDINANCE APPROVING THE FINAL SUBDIVISION PLAT OF PERMANENT PARCEL NUMBER 02-A-006-A-01-001-0 TO CREATE A NEW HALF-ACRE SUBDIVIDED PARCEL; AND DECLARING AN EMERGENCY. (1st Reading)

ORDINANCE NO. 9-2021: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION, AND, TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH MADISON INTERSTATE PORPERTIES, LLC, EACH RELATED TO THE DEVELOPMENT AND CONSTRUCTION OF GREAT LAKES WAY; AND DECLARING AN EMERGENCY. (1st Reading)

ORDINANCE NO. 10-2021: AN ORDINANCE APPROVING A REAL PURCHASE AGREEMENT WITH THE BOARD OF LAKE COUNTY COMMISSIONERS FOR THE ACQUISITION OF PERMANENT PARCEL NUMBER 02-A-006-A-01-001-0, AS SUBDIVIDED ; AND DECLARING AN EMERGENCY. (1st Reading)

PURCHASE ORDERS AND OTHER APPROVAL PERMITTED BY MOTION:

PO Request to Baker & Associates in the amount of \$3,100.00 to rebuild the rotating assembly on WWTP Raw Pump #1.

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

Mon. May 10 th	Council Meeting 7:00 pm
Mon. May 17 th	P & Z Meeting 7:00 pm
Wed. May 19 th	Fire Board Meeting 7:00 pm
Mon. May 24 th	C.O.W. Meeting 6:30 pm
Mon. May 24 th	Council Meeting 7:00 pm
Mon. May 31 st	Village Hall Closed – Memorial Day
Mon. June 14 th	Council Meeting 7:00 pm
Mon. June 21 st	P & Z Meeting 7:00 pm
Mon. June 28 th	C.O.W. Meeting 6:30 pm
Mon. June 28 th	Council Meeting 7:00 pm

VILLAGE OF MADISON
Regular Council Meeting
April 12, 2021

RECORD OF PROCEEDINGS

Council President Vest called the meeting to order at 7:02PM.

Mr. Vest invited all in attendance to join in the Pledge of Allegiance to the Flag. Council Members Mr. Adams, Mr. Donaldson, and Mr. Vest were in attendance. Mayor Britton, Council Members Mr. Frager and Mr. Lee were all absent. Also in attendance were Administrator Mr. Bailey, Law Director Mr. Szeman, Fiscal Officer Kristie Crockett, Assistant Village Engineer Andrew Lubonovic and Chief of Police Troy McIntosh.

MINUTES

Council President Mr. Vest announced minutes to be approved for the Council Meeting held on March 22, 2021.

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

Questions/Discussions – None

Roll call on approval, 3 yeas. Motion carried.

PUBLIC HEARING: None

FIRST HEARING OF PERSONS BEFORE COUNCIL: None

PAY ORDINANCE

Mayor Britton presented Pay Ordinance No. 2445: \$59,793.41 for payroll and \$98,140.67 for current and upcoming expenses, for a total of \$157,934.08.

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

Questions/Discussions – None

Roll call on approval, 3 yeas. Motion carried.

OLD LEGISLATION: None

NEW LEGISLATION:

ORDINANCE NO. 5-2021: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENT(S) WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL FOR THE 2021 ENERGIZED COMMUNITY GRANT PROGRAM; AND DECLARING AN EMERGENCY. First Reading.

Questions/Discussion: Mr. Bailey stated that this is the grant program that we've been involved with in prior years that helped us purchase the new front doors at Village Hall and the air conditioning system for the new Village Hall as well. This is just a renewal of our participation in the program.

ORDINANCE NO. 6-2021: AN ORDINANCE ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA (“DORA”) IN MADISON VILLAGE, OHIO PURSUANT TO OHIO REVISED CODE SECTION 4301.82, ENACTING REGULATIONS THEREFOR; AND DECLARING AN EMERGENCY. First Reading.

Questions/Discussion: Mr. Donaldson asked if we needed to have a public hearing for this. Mr. Bailey replied that we do not; however, if Council chooses to do so they can. It is not required by the statute. Mr. Donaldson verified that Dana’s Park has been removed as part of the DORA authorized areas. Mr. Szeman advised that by de facto Council will be having a public hearing because the statute does require that we advertise a public notice that this ordinance was placed on our agenda. It will also state that the ordinance is scheduled to be on the agenda for the next two meeting dates. This gives the public opportunity to be heard on this matter. Resident Mike Willis of 60 West Main wanted confirmation that Dana’s Park was removed from the map of the authorized DORA. It was affirmed that it was removed.

ORDINANCE NO. 7-2021: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, SECTION 131.08, TO INCREASE MAYORAL AND COUNCIL SALARIES IN THEIR RESPECTIVE NEW TERMS OF OFFICE AND TO PROVIDE IN SUBSEQUENT YEARS FIXED PERCENTAGE SALARY INCREASES. First Reading.

Questions/Discussion: None.

PURCHASE ORDERS AND OTHER APPROVAL PERMITTED BY MOTION:

PURCHASE ORDER TO ARCADIA GLASS HOUSE FOR \$2,513.00 FOR THE ECONOMIC INCENTIVE GRANT AWARD FOR PAYROLL YEAR 2020.

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

Questions/Discussions – Mr. Bailey explained that this is per the 10 year agreement for the economic incentive agreement. Mrs. Crockett verified that we are in year 5 of the 10 year agreement. The agreement began as an 85% local income tax incentive, and in this cycle it is down to 45%. It continues to decrease each year.

Roll call on approval, 3 yeas. Motion carried.

PURCHASE ORDER TO AGILE SIGN & LIGHTING MAINTENANCE INC. FOR \$3,125.00 FOR THE REPAIR OF THE SENIOR CENTER ELECTRONIC SIGN.

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

Questions/Discussions – Mr. Bailey explained that this is to replace six light modules that are broken on the Senior Center sign. The funds to pay for this are coming out of the fundraising account for the Senior Center.

Roll call on approval, 3 yeas. Motion carried

PURCHASE ORDER TO TAC COMPUTER FOR \$4,000.00 FOR ANNUAL SUPPORT OF THE POLICE RECORDS MANAGEMENT SYSTEM.

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

Questions/Discussions – Chief McIntosh explained this is the annual fee for the software and annual support for the new records management system.

Roll call on approval, 3 years. Motion carried.

PURCHASE ORDER TO ATWELL'S POLICE & FIRE EQUIPMENT FOR \$3,762.00 FOR 18 NEW GLOCK 17 HANDGUNS WITH NIGHT SIGHTS (less trade-in for Glock 22's).

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

Questions/Discussions – Mr. Vest asked what the trade in value was for the Glock 22's. Chief McIntosh said \$200 each for a total of \$2,200.00.

Roll call on approval, 3 years. Motion carried.

PURCHASE ORDER TO NORTHEASTERN COMMUNICATION FOR \$4,451.62 FOR THE SAFETY AND MAINTENANCE OUTFIT/BUILD OF THE NEW 2021 FORD F350 FOR M&R

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

Questions/Discussions – Mr. Bailey stated this is for the radio and light package for the new M&R service truck.

Roll call on approval, 3 years. Motion carried

ADMINISTRATOR'S REPORT:

- **Engineer's report** – Andy Lubonovic updated council on the OPWC project applications for this year: Davie Court, West Parkway, and Hyder/Kim. The Hyder/Kim project is still being considered for the grant, but the Davie Court and West Parkway projects were moved over to submission to the Small Government Program. For the Davie Court Project, \$35,000.00 was requested of the \$70,000.00 total project. For West Parkway, \$68,000.00 of the \$136,000.00 total project was requested. For the Hyder/Kim Project, \$100,000.00 of the \$200,000.00 total project was requested for funding. Mr. Bailey explained that the Davie Court and West Parkway were just reclassified to the Small Government Category because they qualify under that program, and would open up spots on the LTIF program side for OPWC to fund other larger projects. Mr. Donaldson asked Mr. Bailey if we received our permit to install for the Sanitary Sewer Interconnect Project. Mr. Bailey stated that we have not yet received it. In the beginning of June, the EPA ETI and our 208 Modification will happen and then we will be able to put the project out for bid. Mr. Vest inquired if the Village has everything complete on our end for the Love's, Sheetz, & Great Lakes Power at the interchange. Mr. Bailey stated that the traffic study remains incomplete. Everyone that is involved understands and agrees to the concept but we are waiting to hear from ODOT. They had requested some changes to the Traffic Impact Studies from both projects. Those changes were made and submitted to ODOT several weeks ago and we are

hoping to hear back from them soon. Then we should be able to draft an agreement that will fund the signalization project. There is some degree that the Village is holding up the project with that we have secured \$300,000.00 in grants for the new roadway that needs to go in and we need to create a subrecipient agreement and make sure we adhere to all of the guidelines in relation to the grant awards. They can't award it to their contractor until we get all of this resolved first. Mr. Bailey is hopeful that we should be able to break ground in the next 4 – 8 weeks.

- **Fiscal Officer's report** – Mrs. Crockett provided departmental expenditure percentages for the 1st Quarter of 2021. All departments are under the 25% target of spent appropriations.
- **Police Chief's report** – Chief McIntosh explained that they are completing the change-over to the new TAC software, including the cruisers' MDT's with GPS function. This will provide easier routing to calls, and allow for dispatch and the station to see the real-time location of the cruisers. All of the PD Staff that had expressed a desire to get vaccinated for Covid-19 have had their 2nd doses. We remain to wear PPE and practice social distancing, and are back to "business-as-usual". In-person training is in the process of returning to normal as well. Chief is meeting with our I.T. contractor to review some issues that are occurring with performance issues in our I.T. network.
- **Administrator's report** – Mr. Bailey updated that Concerts in the Park schedule of performers have all been booked. We are hoping to have that schedule published shortly. We have seen a lot of donations toward this event and it is greatly appreciated. It looks like it will be a great year. Mr. Bailey suggested that council start to consider whether or not in-person meetings should resume. Mr. Vest asked Council for input. It was decided that the discussion should be had when the Mayor and all members of Council are in attendance. Mr. Donaldson also suggested that we may want to ask the Health Department for a recommendation as well.

COMMISSION AND COMMITTEE REPORTS: None

NEW BUSINESS: None

FINAL HEARING OF PERSONS BEFORE COUNCIL: None

MAYOR'S REPORT: - Mr. Vest stated that Mayor Britton did not provide any report for this evening. Mr. Vest did inquire if the new business that occupies Penguin Mechanical's space was offered any incentive grant. Mr. Bailey stated that those grants are dependent upon various economic impacts that the business would qualify for, and that we could discuss those guidelines if Mr. Vest or any business owner would like to do so.

Upcoming dates: Fire Board Meeting, April 19th at 7:00PM.

ADJOURNMENT

Motion to adjourn at 7:32PM made by Mr. Adams, seconded by Mr. Donaldson.
Roll call on adjournment, 3 yeas. Meeting adjourned.

Sam Britton Jr., Mayor

Mark V. Vest Council President

DATE

Attested:

Kristie M. Crockett, Fiscal Officer

DATE

PAY ORDINANCE 2446

An Ordinance to Pay Certain Claims Therein Mentioned:

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

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

Payroll:	\$ 40,016.15
Payables:	\$ 37,710.76

Grand Total for Pay Ordinance 2446	\$ 77,726.91
---	---------------------

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 26th day of April, 2021.

Kristie M. Crockett,
Fiscal Officer

Sam Britton Jr.,
Mayor

Payment Listing

4/10/2021 to 4/23/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
239-2021	04/13/2021	04/13/2021	EW	RITA	\$836.94	O
240-2021	04/13/2021	04/13/2021	EW	State of Ohio - Geneva School Tax	\$105.71	O
241-2021	04/13/2021	04/13/2021	EW	State of Ohio - School Tax	\$96.69	O
242-2021	04/13/2021	04/13/2021	EW	RITA	\$109.95	O
243-2021	04/13/2021	04/13/2021	EW	OHIO DEPARTMENT OF TAXATION	\$1,785.99	O
244-2021	04/16/2021	04/14/2021	EP	KELLY L ANDERSON	\$1,036.00	O
245-2021	04/16/2021	04/14/2021	EP	ANTHONY ANZELC	\$134.24	O
246-2021	04/16/2021	04/14/2021	EP	CAROL BILLETTER	\$982.91	O
247-2021	04/16/2021	04/14/2021	EP	SUSAN L. BRITTON	\$178.59	O
248-2021	04/16/2021	04/14/2021	EP	JASON L. CHAPMAN	\$1,893.34	O
249-2021	04/16/2021	04/14/2021	EP	DOUGLAS M. COVERT	\$1,717.62	O
250-2021	04/16/2021	04/14/2021	EP	KRISTIE M. CROCKETT	\$1,382.44	O
251-2021	04/16/2021	04/14/2021	EP	GABRIELLE E CROUCH	\$461.27	O
252-2021	04/16/2021	04/14/2021	EP	JESSE A CUDNIK	\$1,440.09	O
253-2021	04/16/2021	04/14/2021	EP	DONALD J EZZONE	\$262.45	O
254-2021	04/16/2021	04/14/2021	EP	DUANE H. FRAGER	\$393.28	O
255-2021	04/16/2021	04/14/2021	EP	JENNIFER GAMIERE	\$1,230.68	O
256-2021	04/16/2021	04/14/2021	EP	RICHARD GIFFIN SR.	\$1,541.75	O
257-2021	04/16/2021	04/14/2021	EP	KRISTINE N. GRAFTON	\$927.01	O
258-2021	04/16/2021	04/14/2021	EP	SCOTT GUBANYAR	\$1,106.88	O
259-2021	04/16/2021	04/14/2021	EP	JANNELLE M JIROUSEK	\$1,112.62	O
260-2021	04/16/2021	04/14/2021	EP	MELISSA KIRK	\$418.12	O
261-2021	04/16/2021	04/14/2021	EP	CHRISTOPHER MILLER	\$1,027.20	O
262-2021	04/16/2021	04/14/2021	EP	IAN M. MUSSELL	\$137.10	O
263-2021	04/16/2021	04/14/2021	EP	DOUGLAS J PINKNEY	\$1,010.34	O
264-2021	04/16/2021	04/14/2021	EP	COLIN SCHULTZ	\$1,467.92	O
265-2021	04/16/2021	04/14/2021	EP	THURSTON C SVAGERKO	\$116.97	O
266-2021	04/16/2021	04/14/2021	EP	JOSEPH P. SZEMAN	\$847.54	O
267-2021	04/16/2021	04/14/2021	EP	ROBERT A WRANSKY	\$772.67	O
270-2021	04/19/2021	04/19/2021	EW	IRS	\$4,209.56	O
271-2021	04/19/2021	04/19/2021	EW	THE ANDOVER BANK	\$25.00	O
21340	04/13/2021	04/13/2021	WH	OPBA	\$277.05	O
21341	04/13/2021	04/13/2021	WH	OHIO CHILD SUPPORT PAYMENT CENTRA	\$231.65	O
21342	04/16/2021	04/14/2021	PR	HAROLD O. ADAMS JR	\$391.88	O
21343	04/16/2021	04/14/2021	PR	DWAYNE BAILEY	\$2,163.95	O
21344	04/16/2021	04/14/2021	PR	JAMES BORSI	\$984.66	O
21345	04/16/2021	04/14/2021	PR	JOHN S. BRITTON	\$638.80	O
21346	04/16/2021	04/14/2021	PR	DANIEL L. DONALDSON	\$391.88	O
21347	04/16/2021	04/14/2021	PR	ROBERT F LEE	\$393.00	O
21348	04/16/2021	04/14/2021	PR	TROY A MCINTOSH	\$1,952.27	O
21349	04/16/2021	04/14/2021	PR	MICHAEL JOSEPH SMITH	\$1,103.61	O
21350	04/16/2021	04/14/2021	PR	MARK VEST	\$391.88	O
21351	04/19/2021	04/19/2021	WH	OHIO CHILD SUPPORT PAYMENT CENTRA	\$606.65	O
21352	04/19/2021	04/19/2021	WH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$860.00	O
21353	04/19/2021	04/19/2021	WH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$860.00	O
Total Payments:					\$40,016.15	

Payment Listing

4/10/2021 to 4/23/2021

Total Conversion Vouchers:	\$0.00
Total Less Conversion Vouchers:	<u>\$40,016.15</u>

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.

2446
2021 Payroll - Overtime Worked
PPE 04/10/2021 Paydate 04-16-2021

POLICE	Reg OT Hours For This Pay	Reg. OT YTD	Holiday OT Hours For This Pay	Holiday OT YTD	NOTES
Doug Covert	0.50	9.50	8.00	8.00	4/6 Late Call (.5), 4/2 Holiday (8.0)
Jesse Cudnik	6.00	59.00	8.00	30.00	3/31 Shift Covg (2.0), 4/7 Late Call (1.5), 4/8 Late Call (2.5), 4/2 Holiday (8.0)
Jennifer Gamiere		47.00		28.00	
Scott Gubanyar		0.25	10.00	0.00	4/2 Holiday (10.0)
Garrett Leonbruno		1.00		0.00	
Ian Mussell		0.00		7.00	
Brent Russ		0.00		0.00	
Colin Schultz		0.00	7.00	22.00	4/2 Holiday (7.0)
Mike Smith	1.00	4.00	6.00	19.00	4/10 Shift Covg (1.0), 4/2 Holiday (6.0)
Curt Svagerko		1.00		0.00	
Michael Thies		0.00		0.00	
Robert Wransky		4.25		0.00	
POLICE TOTAL:	7.50	126.00	39.00	114.00	

M&R	NOTES				
Jason Chapman	10.50	174.00	Cemetery, Salting, Burials, Call-out		
Rich Giffin	6.50	204.00	Salting, Burials		
Josh Pinkney		139.50			
M&R TOTAL:	17.00	517.50			

WATER/SEWER					
Chris Miller	6.00	66.50	Plant check, Call-out VFD Failure		
Jannelle Jirousek	9.00	115.50	Plant checks		
WATER/SEWER TOTAL:	15.00	182.00			

ADMIN					
		0.00			
ADMIN TOTAL	0.00	0.00			

2021 TOTALS (in hours)	Regular OT This Pay	Regular OT YTD	Holiday OT This Pay - P.D.	Holiday OT YTD - P.D.	Total 2021 Overtime Hours Paid YTD including PD Holidays
	39.50	825.50	39.00	114.00	939.50

COMPARE: 2020 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 2020 including PD Holidays
	40	723	31	138.5	861.5

COMPARE: 2019 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 2019 including PD Holidays
	63.5	650.25	0	106	756.25

Payment Listing

4/10/2021 to 4/23/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
269-2021	04/10/2021	04/19/2021	CH	ANDOVER BANKING CENTER	\$199.91	O
272-2021	04/20/2021	04/23/2021	CH	BWC STATE INSURANCE FUND	\$836.49	O
273-2021	04/20/2021	04/23/2021	CH	SHELL FLEET PLUS	\$1,316.04	O
274-2021	04/21/2021	04/23/2021	CH	SAM'S CLUB	\$166.91	O
21354	04/20/2021	04/20/2021	AW	ARCADIA GLASS HOUSE	\$2,513.70	O
21355	04/20/2021	04/20/2021	AW	ASAP LLC	\$295.00	O
21356	04/20/2021	04/20/2021	AW	AVALON PEST CONTROL SVCS	\$39.00	O
21357	04/20/2021	04/20/2021	AW	CARTER LUMBER	\$64.47	O
21358	04/20/2021	04/20/2021	AW	GENEVA HARDWARE INC.	\$25.67	O
21359	04/20/2021	04/20/2021	AW	HACH COMPANY	\$171.59	O
21360	04/20/2021	04/20/2021	AW	HEMLY TOOL SUPPLY, INC.	\$64.78	O
21361	04/20/2021	04/20/2021	AW	ILLUMINATING COMPANY	\$404.16	O
21362	04/20/2021	04/20/2021	AW	JIM DOHERTY TRUCKING, INC.	\$162.00	O
21363	04/20/2021	04/20/2021	AW	LAKE COUNTY DEPT OF UTILITIES	\$237.60	O
21364	04/20/2021	04/20/2021	AW	MADISON VILLAGE WATER/SEWER	\$2.53	O
21365	04/20/2021	04/20/2021	AW	NAPA AUTO PARTS	\$141.82	O
21366	04/20/2021	04/20/2021	AW	PLANTS"R"US	\$135.00	O
21367	04/20/2021	04/20/2021	AW	SPECTRUMVoIP	\$110.42	O
21368	04/20/2021	04/20/2021	AW	TAC COMPUTER INC	\$4,000.00	O
21369	04/20/2021	04/20/2021	AW	THE NEWS HERALD	\$102.31	O
21370	04/20/2021	04/20/2021	AW	SMITH ELECTRICAL CONTRACTING	\$719.20	O
21371	04/20/2021	04/20/2021	AW	SUMMIT ENVIRONMENTAL TECHNOLOGIE	\$289.95	O
21372	04/20/2021	04/20/2021	AW	VERIZON WIRELESS	\$246.52	O
21373	04/20/2021	04/20/2021	AW	WEEMA ROOFING	\$250.00	O
21374	04/20/2021	04/20/2021	AW	WINDSTREAM	\$170.29	O
21375	04/20/2021	04/20/2021	AW	PRESTON FORD	\$25,045.40	O
Total Payments:					\$37,710.76	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$37,710.76	

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

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

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

Payment Register Detail

4/10/2021 to 4/23/2021

Payment Advice #: 269-2021
Vendor / Payee: ANDOVER BANKING CENTER
Type: Accounting Electronic Payment
Purpose:

Status: Outstanding
Post Date: 04/10/2021
Transaction Date: 04/19/2021
Original Amount: \$199.91

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		UTILITY - MERCHANT STATEMENT	\$146.46	\$146.46	
1.00		GENERAL - MERCHANT STATEMENT	\$53.45	\$53.45	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/10/2021	04/19/2021	CH	BC 13-2021	1000-790-399-1075	Other - Other Contractual Services(CREDIT CARD FEE'S)	\$199.91	O
						<u>\$199.91</u>	

Payment Advice #: 272-2021
Vendor / Payee: BWC STATE INSURANCE FUND
Type: Accounting Electronic Payment
Purpose:

Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/23/2021
Original Amount: \$836.49

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		BWC PREMIUM PAYMENT	\$836.49	\$836.49	1009526127

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/23/2021	CH	PO 19-2021	1000-710-225-0000	Workers' Compensation	\$25.00	O
04/20/2021	04/23/2021	CH	PO 19-2021	1000-720-225-0000	Workers' Compensation	\$10.00	O
04/20/2021	04/23/2021	CH	PO 19-2021	1000-725-225-0000	Workers' Compensation	\$10.00	O
04/20/2021	04/23/2021	CH	PO 19-2021	2011-620-225-0000	Workers' Compensation	\$200.00	O
04/20/2021	04/23/2021	CH	PO 19-2021	2903-110-225-0000	Workers' Compensation	\$193.49	O
04/20/2021	04/23/2021	CH	PO 19-2021	5101-531-225-0000	Workers' Compensation	\$123.00	O
04/20/2021	04/23/2021	CH	PO 19-2021	5201-541-225-0000	Workers' Compensation	\$275.00	O
						<u>\$836.49</u>	

Payment Advice #: 273-2021
Vendor / Payee: SHELL FLEET PLUS
Type: Accounting Electronic Payment
Purpose:

Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/23/2021
Original Amount: \$1,316.04

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		FUEL ACCOUNT	\$1,316.04	\$1,316.04	71108898

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/23/2021	CH	BC 122-2021	2903-110-393-7000	Motor Vehicles{FUEL}	\$1,316.04	O
						<u>\$1,316.04</u>	

Payment Advice #: 274-2021
Vendor / Payee: SAM'S CLUB
Type: Accounting Electronic Payment
Purpose:

Status: Outstanding
Post Date: 04/21/2021
Transaction Date: 04/23/2021
Original Amount: \$166.91

Payment Register Detail

4/10/2021 to 4/23/2021

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	COPY PAPER, GYM WIPES	\$166.91	\$166.91	4.21.21

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/21/2021	04/23/2021	CH	BC 56-2021	2901-390-420-0000	Operating Supplies and Materials	\$56.97	O
04/21/2021	04/23/2021	CH	BC 57-2021	2901-390-420-0210	Operating Supplies and Materials(JANITORIAL SUPPLIES)	\$109.94	O
						\$166.91	

Payment Advice #: 21354 Status: Outstanding
 Vendor / Payee: ARCADIA GLASS HOUSE Post Date: 04/20/2021
 Type: Accounting Warrant Transaction Date: 04/20/2021
 Purpose: Original Amount: \$2,513.70

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		ECONOMIC INCENTIVE GRANT BASED ON 2020 PAYROLL/EMPLOYEES	\$2,513.70	\$2,513.70	2020

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 78-2021	1000-410-390-0052	Other Contractual Services(Economic Incentive Grant)	\$2,513.70	O
						\$2,513.70	

Payment Advice #: 21355 Status: Outstanding
 Vendor / Payee: ASAP LLC Post Date: 04/20/2021
 Type: Accounting Warrant Transaction Date: 04/20/2021
 Purpose: Original Amount: \$295.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	VILLAGE 8	PORTA POTTY	\$110.00	\$110.00	39378
1.00	SEN.CTR I	PORTA POTTY	\$110.00	\$110.00	39379
1.00	DANAS PA	PORTA POTTY	\$75.00	\$75.00	39380

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 79-2021	1000-320-300-0214	Contractual Services(PORTA-POTTY)	\$295.00	O
						\$295.00	

Payment Advice #: 21356 Status: Outstanding
 Vendor / Payee: AVALON PEST CONTROL SVCS Post Date: 04/20/2021
 Type: Accounting Warrant Transaction Date: 04/20/2021
 Purpose: Original Amount: \$39.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	PEST CONTROL	\$39.00	\$39.00	91235

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	BC 58-2021	2901-390-431-0000	Repairs and Maintenance of Buildings and Land	\$39.00	O
						\$39.00	

Payment Register Detail

4/10/2021 to 4/23/2021

Payment Advice #: 21357
Vendor / Payee: CARTER LUMBER
Type: Accounting Warrant
Purpose:

Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$64.47

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	M&R	O/SCORN LF, OSB	\$64.47	\$64.47	68777412	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	BC 23-2021	2011-620-420-0000	Operating Supplies and Materials	\$64.47	O
						<u>\$64.47</u>	

Payment Advice #: 21358
Vendor / Payee: GENEVA HARDWARE INC.
Type: Accounting Warrant
Purpose:

Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$25.67

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	SEWER	GLUE, WIRE CUTTERS	\$25.67	\$25.67	2104-096187	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	BC 103-2021	5201-549-440-0000	Small Tools and Minor Equipment	\$25.67	O
						<u>\$25.67</u>	

Payment Advice #: 21369
Vendor / Payee: HACH COMPANY
Type: Accounting Warrant
Purpose:

Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$171.59

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		HACH INTELICAL LBOD SENSOR CAP REPLACEMENT KIT	\$143.00	\$143.00	12398361	
1.00		SHIPPING	\$28.59	\$28.59	12398361	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 60-2021	5201-549-420-0000	Operating Supplies and Materials	\$171.59	O
						<u>\$171.59</u>	

Payment Advice #: 21360
Vendor / Payee: HEMLY TOOL SUPPLY, INC.
Type: Accounting Warrant
Purpose:

Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$64.78

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	SEWER	WORK GLOVES	\$23.99	\$23.99	2104-035756	
1.00	SEWER	LAWN RAKE	\$40.79	\$40.79	2104-035757	

Payment Register Detail

4/10/2021 to 4/23/2021

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	BC 89-2021	5201-541-270-0000	Uniforms and Clothing	\$23.99	O
04/20/2021	04/20/2021	AW	BC 103-2021	5201-549-440-0000	Small Tools and Minor Equipment	\$40.79	O
						<u>\$64.78</u>	

Payment Advice #: 21361
 Vendor / Payee: ILLUMINATING COMPANY
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 04/20/2021
 Transaction Date: 04/20/2021
 Original Amount: \$404.16

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	TRAFFIC L	110 067 907 052	\$14.97	\$14.97	
1.00	TRAFFIC L	110 068 973 830	\$13.45	\$13.45	
1.00	MAIN ST/A	110 109 282 233	\$92.23	\$92.23	
1.00	PD/LAKE S	110 106 745 349	\$160.95	\$160.95	
1.00	PD/LAKE S	110 108 751 099	\$122.56	\$122.56	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 4-2021	1000-710-311-0000	Electricity	\$92.23	O
04/20/2021	04/20/2021	AW	PO 4-2021	1000-790-311-1005	Electricity{TRAFFIC LIGHTS}	\$28.42	O
04/20/2021	04/20/2021	AW	PO 4-2021	2903-110-311-0000	Electricity	\$283.51	O
						<u>\$404.16</u>	

Payment Advice #: 21362
 Vendor / Payee: JIM DOHERTY TRUCKING, INC.
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 04/20/2021
 Transaction Date: 04/20/2021
 Original Amount: \$182.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		SLUDGE HAUL AND LINER	\$162.00	\$162.00	65025

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 11-2021	5201-549-399-0199	Other - Other Contractual Services{SLUDGE HAUL}	\$140.00	O
04/20/2021	04/20/2021	AW	BC 98-2021	5201-549-420-0000	Operating Supplies and Materials	\$22.00	O
						<u>\$162.00</u>	

Payment Advice #: 21363
 Vendor / Payee: LAKE COUNTY DEPT OF UTILITIES
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 04/20/2021
 Transaction Date: 04/20/2021
 Original Amount: \$237.60

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
7.92	TONS	SLUDGE	\$30.00	\$237.60	05685739

Distribution

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

Payment Register Detail

4/10/2021 to 4/23/2021

04/20/2021	04/20/2021	AW	PO 5-2021	5201-549-399-0201	Other - Other Contractual Services(SLUDGE)	\$155.10	0
04/20/2021	04/20/2021	AW	PO 80-2021	5201-549-399-0201	Other - Other Contractual Services(SLUDGE)	\$82.50	0
						<u>\$237.60</u>	

Payment Advice #: 21364
Vendor / Payee: MADISON VILLAGE WATER/SEWER
Type: Accounting Warrant
Purpose:
Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$2.53

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	BALANCE ON WATER ACCOUNT	\$2.53	\$2.53	329-0 APRIL 2021

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	BC 40-2021	2901-330-312-0000	Water and Sewage	\$2.53	0
						<u>\$2.53</u>	

Payment Advice #: 21365
Vendor / Payee: NAPA AUTO PARTS
Type: Accounting Warrant
Purpose:
Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$141.82

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	GL BLACK, BAT/GRA	\$27.96	\$27.96	020175
1.00	BACKHOE	HOSES AND HOSE FITTINGS	\$52.50	\$52.50	020465
1.00	M&R/CEMI	CAR WASH, FUEL TREAT, RST BARG LS/BLK AERO, HAND SANITIZER	\$52.57	\$52.57	019853
1.00	CEMETER	TRAILER BALL	\$8.79	\$8.79	020212

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	BC 23-2021	2011-620-420-0000	Operating Supplies and Materials	\$68.55	0
04/20/2021	04/20/2021	AW	BC 33-2021	2011-630-432-0000	Repairs and Maintenance of Machinery & Equip	\$52.50	0
04/20/2021	04/20/2021	AW	BC 37-2021	2031-240-420-0000	Operating Supplies and Materials	\$20.77	0
						<u>\$141.82</u>	

Payment Advice #: 21366
Vendor / Payee: PLANTS"R"US
Type: Accounting Warrant
Purpose:
Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$135.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
5.00		BLACK MULCH FOR MAIN ST. FLOWER BEDS	\$27.00	\$135.00	4-15-2021

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	BC 112-2021	1000-320-420-0000	Operating Supplies and Materials	\$135.00	0
						<u>\$135.00</u>	

Payment Advice #: 21367
Status: Outstanding

Payment Register Detail

4/10/2021 to 4/23/2021

Vendor / Payee: SPECTRUMVoIP
Type: Accounting Warrant
Purpose:

Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$110.42

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	P.D.	PHONE EXTENSIONS/PHONE SERVICE	\$77.71	\$77.71	IN364704
1.00	ADMIN	PHONE EXTENSIONS/PHONE SERVICE	\$32.71	\$32.71	IN364705

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 23-2021	1000-710-321-0000	Telephone	\$32.71	O
04/20/2021	04/20/2021	AW	PO 23-2021	2903-110-321-0000	Telephone	\$77.71	O
						<u>\$110.42</u>	

Payment Advice #: 21368
Vendor / Payee: TAC COMPUTER INC
Type: Accounting Warrant
Purpose:

Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$4,000.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		ANNUAL TAC POLICE RMS LEASE SUPPORT W/ MDT's, OH1, OIBIRS	\$4,000.00	\$4,000.00	20210046

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 77-2021	2903-110-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$4,000.00	O
						<u>\$4,000.00</u>	

Payment Advice #: 21369
Vendor / Payee: THE NEWS HERALD
Type: Accounting Warrant
Purpose:

Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$102.31

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		DORA NOTICE	\$102.31	\$102.31	2152160

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	BC 106-2021	1000-710-325-0000	Advertising	\$102.31	O
						<u>\$102.31</u>	

Payment Advice #: 21370
Vendor / Payee: SMITH ELECTRICAL CONTRACTING
Type: Accounting Warrant
Purpose:

Status: Outstanding
Post Date: 04/20/2021
Transaction Date: 04/20/2021
Original Amount: \$719.20

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SEWER PI	EMERGENCY REPAIRS TO PUMP #2 CONTROLS	\$719.20	\$719.20	5934

Payment Register Detail

4/10/2021 to 4/23/2021

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	BC 101-2021	5201-549-432-0000	Repairs and Maintenance of Machinery & Equip	\$719.20	O
						<u>\$719.20</u>	

Payment Advice #: 21371 **Status:** Outstanding
Vendor / Payee: SUMMIT ENVIRONMENTAL TECHNOLOGIES, INC **Post Date:** 04/20/2021
Type: Accounting Warrant **Transaction Date:** 04/20/2021
Purpose: **Original Amount:** \$289.95

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
4.00		LOW LEVEL MERCURY	\$46.35	\$185.40	235309
1.00		SAMPLE PICKUP FEE	\$51.50	\$51.50	235309
1.00		SAMPLE PICKUP FEE	\$53.05	\$53.05	237400

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 21-2021	5201-543-399-0202	Other - Other Contractual Services(LAB SERVICES)	\$38.90	O
04/20/2021	04/20/2021	AW	PO 81-2021	5201-543-399-0202	Other - Other Contractual Services(LAB SERVICES)	\$251.05	O
						<u>\$289.95</u>	

Payment Advice #: 21372 **Status:** Outstanding
Vendor / Payee: VERIZON WIRELESS **Post Date:** 04/20/2021
Type: Accounting Warrant **Transaction Date:** 04/20/2021
Purpose: **Original Amount:** \$246.52

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		VILLAGE CELL PHONES	\$246.52	\$246.52	9876776219

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 16-2021	2011-620-321-3210	Telephone(CELL PHONES)	\$157.03	O
04/20/2021	04/20/2021	AW	BC 20-2021	2011-620-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$40.13	O
04/20/2021	04/20/2021	AW	PO 16-2021	5101-531-321-3210	Telephone(CELL PHONES)	\$34.56	O
04/20/2021	04/20/2021	AW	PO 16-2021	5201-541-321-3210	Telephone(CELL PHONES)	\$14.80	O
						<u>\$246.52</u>	

Payment Advice #: 21373 **Status:** Outstanding
Vendor / Payee: WEEMA ROOFING **Post Date:** 04/20/2021
Type: Accounting Warrant **Transaction Date:** 04/20/2021
Purpose: **Original Amount:** \$250.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		INSTALL ICE GUARDS TO VILLAGE HALL ROOF OVER REAR ENTRANCE DC	\$250.00	\$250.00	66

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 36-2021	1000-790-431-0000	Repairs and Maintenance of Buildings and Land	\$125.00	O
04/20/2021	04/20/2021	AW	PO 36-2021	2903-110-431-0000	Repairs and Maintenance of Buildings and Land	\$125.00	O

Payment Register Detail

4/10/2021 to 4/23/2021

\$250.00

Payment Advice #: 21374
 Vendor / Payee: WINDSTREAM
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 04/20/2021
 Transaction Date: 04/20/2021
 Original Amount: \$170.29

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	WATER 440-428-0701		\$49.06	\$49.06	
1.00	SEWER 440-428-2988		\$121.23	\$121.23	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 17-2021	5101-531-321-0000	Telephone	\$49.06	O
04/20/2021	04/20/2021	AW	PO 17-2021	5201-541-321-0000	Telephone	\$49.00	O
04/20/2021	04/20/2021	AW	PO 17-2021	5201-549-399-0300	Other - Other Contractual Services(I.T. SERVICES)	\$72.23	O
						<u>\$170.29</u>	

Payment Advice #: 21375
 Vendor / Payee: PRESTON FORD
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 04/20/2021
 Transaction Date: 04/20/2021
 Original Amount: \$25,045.40

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	2021 FORD F350 UTILITY TRUCK-PER QUOTE		\$39,064.00	\$39,064.00	
-1.00	TRADE IN ALLOWANCE.ON 2011 FORD F350 PICKUP		\$16,000.00	-\$16,000.00	
1.00	INSTALL BOSS SNOWPLOW COMPONENTS ON NEW 2021 FORD F350		\$1,981.40	\$1,981.40	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
04/20/2021	04/20/2021	AW	PO 205-2020	2011-800-550-0000	Motor Vehicles	\$23,064.00	O
04/20/2021	04/20/2021	AW	PO 59-2021	2011-800-590-0000	Other - Capital Outlay	\$1,981.40	O
						<u>\$25,045.40</u>	

Total Payments: \$37,710.76

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. 5 - 2021

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENT(S) WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL FOR THE 2021 ENERGIZED COMMUNITY GRANT PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, the Northeast Ohio Public Energy Council (NOPEC) has established an Energized Community Grant Program which provides funds to communities to assist them in implementing energy savings or energy infrastructure measures; and

WHEREAS, Madison Village, being a member NOPEC community, is eligible for one or more grants, as provided in the grant program guidelines; and

WHEREAS, the Council opines and finds that participation in the grant program is in furtherance of the public good and welfare, it now therefore provides authorization to the Mayor to execute such agreements in furtherance of participation in the grant program.

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

SECTION 1. The Village hereby agrees to participate in and to accept such of the NOPEC Energized Community Grant Program's grants for the year 2021 as it may be eligible to receive.

SECTION 2. The Mayor is authorized to execute such grant agreement(s) substantially in conformity with the model grant agreement(s) as may be required by NOPEC for grant program participation.

SECTION 3. The Administrator is hereby authorized to act on behalf of the Village as grant coordinator and that NOPEC may rely on the Administrator for purposes of program communications, authorizations, compliance, and for all other contractual purposes.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and

Sponsored / Introduced by: Mayor Britton

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 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison, and for the further reason that its immediate adoption is necessary in order for the Village to qualify for and participate in the grant program and to avoid the potential loss of funds; wherefore, this Ordinance shall take effect and be in force immediately upon its passage.

Mark V. Vest
President of Council

PASSED: _____

Attested:

Kristie M. Crockett, Fiscal Officer / Clerk of Council

Approved:

Sam Britton, Jr., Mayor

Date

1st Reading, April 12, 2021
2nd Reading April 26, 2021
3rd Reading May 10, 2021

Introduced by: Mayor Britton

ORDINANCE NO. 06 - 2021

AN ORDINANCE ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA ("DORA") IN MADISON VILLAGE, OHIO PURSUANT TO OHIO REVISED CODE SECTION 4301.82, ENACTING REGULATIONS THEREFOR; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code § 4301.82 permits a municipal corporation with a population of 35,000 or less to create one Designated Outdoor Refreshment Area ("DORA") provided that the proposed DORA will include at least four qualified State of Ohio liquor permit holders and will encompass no greater than one hundred fifty contiguous acres; and

WHEREAS, the Mayor of Madison Village, on March 18, 2021 submitted to the Council of the Village an application to approve and establish the DORA (hereafter "Application"); and

WHEREAS, the Application includes a map delineating the specific boundaries of the DORA; the specific street addresses of establishments located within the DORA; the nature and types of establishments located within the DORA, the type of signage that will designate the DORA; the number of personnel needed to ensure public safety in the DORA; the sanitation plan that will help maintain the appearance and public health within the DORA; the number of staff needed to carry out the sanitation plan; and a requirement that beer and intoxicating liquor be served in designated plastic containers within the DORA; and

WHEREAS, the Application was amended by the Mayor to eliminate PPNs 02-A-006-B-00-002-0 and 02-A-006-B-00-004-0 (that being "Dana's Park") from inclusion in the area of the proposed DORA and to add PPNs 02-A-008-B-00-006-0 and 02-A-008-B-00-007-0; and

WHEREAS, notice of the receipt of said Application and its availability for public inspection was duly published in the News Herald, a newspaper of general circulation within the Village, on April 3, 2021 in accordance with R.C. § 4301.82(C); and

WHEREAS, Ohio law requires that the legislative authority of a municipal corporation must adopt an ordinance that establishes requirements and regulations for the proposed DORA to ensure public health and safety within the DORA, and, Ohio law further specifies certain information that is to be included in said ordinance; and

WHEREAS, notice of this Ordinance was published in the News Herald, a newspaper of general circulation within the Village, on _____, 2021, in accordance with R.C. § 4301.82(F)(2); and

WHEREAS, the approval of the proposed DORA will facilitate growth of the Village, specifically its National Register historic central business district and the Grand River Valley's growing agritourism industry, and encourage additional economic activity and investment in the historic core of the Village, and enhance the experience for both residents and visitors to the Village; and

WHEREAS, the COVID-19 pandemic has caused negative economic impacts and the DORA that is the subject of this Ordinance is likely to increase economic activity in the Village of Madison; therefore, the DORA that is the subject of this Ordinance must be implemented quickly so as to timely help in mitigating the already-realized economic impacts of the COVID-19 pandemic.

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

SECTION 1. The Council approves the DORA application, as amended, as having met the requirements of R.C. § 4301.82 and approves the establishment of a Madison Village DORA comprised of the area depicted and described in the Application, as amended, and as set forth herein.

SECTION 2. The boundaries of the DORA are graphically shown on the aerial attached hereto and incorporated herein as Exhibit 1.

SECTION 3. The precise area of the DORA is more particularly identified by the listing of all parcels included within the DORA, together with their area, which list is attached hereto and incorporated herein as Exhibit 2.

SECTION 4. The total area of the DORA consists of 19.2502 acres, as certified by the Village Engineer on Exhibit 2.

SECTION 5. That the Village's population of 3,184 persons (2010 U.S. Census), the DORA's area of 19.2502 contiguous acres, and the inclusion of 6 qualified permit holders in the DORA (as identified in the Application) are all in compliance with the requirements for the creation of a DORA pursuant to § 4301.82(D)(3)(b).

SECTION 6. The number, spacing, and type of signage designatating the DORA shall be as specified and detailed in Exhibit 3, which is attached hereto and incorporated herein.

SECTION 7. The hours of operation of the DORA shall be as follows:

Monday through Friday from 4:00 p.m. until 10:00 p.m.

Saturday and Sunday from noon until 10:00 p.m.

SECTION 8. The Council finds that current patrol officer staffing of from 1 - 2 officers per shift are sufficient to ensure public safety in the DORA given its compact nature, subject to temporary increases in personnel for special events as determined by the Mayor and Chief of Police.

SECTION 9. The Administration's sanitation plan, which includes the number of personnel needed to execute the plan, as detailed in Exhibit 4 attached hereto and incorporated herein, is and shall be approved for the DORA.

SECTION 10. That beer and intoxicating liquor may only be carried outside of permit premises (and solely within the area of the DORA) only in specially marked plastic cups. The exact marking(s) designating the special cups will not be revealed in advance of their issuance and will periodically change as determined by the Administration in order to avoid persons seeking to circumvent this control. Only one cup per person shall be permitted. Any person found to be in possession of an open container of an alcoholic beverage not in an approved cup shall be cited for an open container violation. Strict enforcement shall be the Village policy. Persons may not be in possession of any open container of an alcoholic beverage, regardless of whether it is in a designated plastic cup within the DORA, while they are in or upon any motor vehicle.

SECTION 11. Persons in an intoxicated state shall be subject to citation where probable cause exists that an offense has been committed. Permit holders shall affirm that they have in place and actively implement policies and procedures to ensure that visibly intoxicated customers are cut off from further alcoholic beverage service.

SECTION 12. This Council finds and determines that all public notice requirements of R.C. § 4301.82 have been met prior to the passage of this Ordinance.

SECTION 13. Council shall review the operation of the DORA, as established herein, upon the 5-year anniversary date of its creation to determine whether to continue the DORA under the same or modified terms and conditions or dissolve it according to statutory provisions. Notice of proposed action to expand or dissolve the DORA shall be made in accordance with R.C. § 4301.82(I).

SECTION 14. The Clerk of Council is hereby directed to forward a copy of this Ordinance to the Ohio Division of Liquor Control and the Investigative Unit of the Ohio Department of Public Safety to provide notice of the establishment of the DORA, in accordance with R.C. § 4301.82(F)(3).

SECTION 15. 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 16. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of the Village of Madison, and for the further reason that its immediate adoption is necessary to move forward with establishing a DORA to facilitate growth, economic activity and investment in the Village of Madison; wherefore, this Ordinance shall take effect and be in force immediately upon its passage.

PASSED:

Mark V. Vest, President of Council

3rd Reading: _____

Attested:

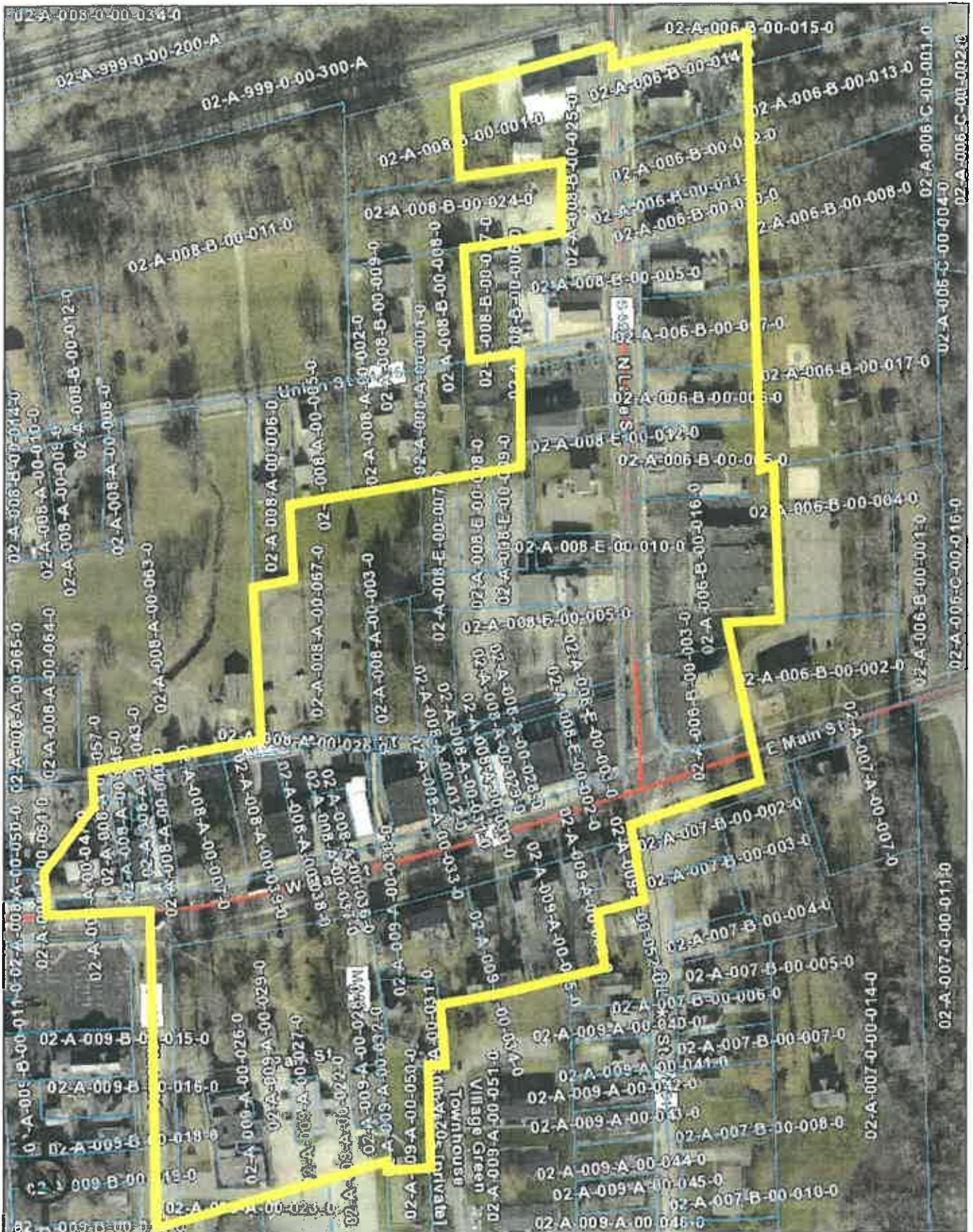
Kristie Crockett,
Fiscal Officer / Clerk of Council

Approved:

Sam Britton, Jr.,
Mayor

Date

Exhibit "1" DORA Boundaries ORD 06-2021



Property lines are graphic representations and are NOT survey accurate

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: April 8, 2021

Exhibit "2"
Parcel Listings
(as amended)

Address (if applicable)	PPN	Acres	Square Feet (if acreage was not listed)
126 W. Main	02-A-008-A-00-047-0	0.2340	
	02-A-008-A-00-057-0	0.0130	
112 W. Main	02-A-008-A-00-058-0	0.0400	
	02-A-008-A-00-046-0	0.0300	
	02-A-008-A-00-044-0	0.0500	
	02-A-008-A-00-045-0	0.0300	
0 W. Main	02-A-008-A-00-043-0	0.0300	
110 W. Main	02-A-008-A-00-042-0	0.0400	
104 W. Main	02-A-008-A-00-040-0	0.0670	
100 W. Main	02-A-008-A-00-007-0	0.6900	16640 sq. ft. = 0.380
82 W. Main	02-A-008-A-00-039-0	0.2700	11896 sq. ft. = 0.2700
74 W. Main	02-A-008-A-00-038-0	0.1300	5898 sq. ft. = 0.1300
70 W. Main	02-A-008-A-00-037-0	0.0400	1820 sq. ft. = 0.0417
66 W. Main	02-A-008-A-00-036-0	0.0400	
60 W. Main	02-A-008-A-00-059-0	0.3000	13242 sq. ft. = 0.3039
Alley	02-A-008-A-00-035-0	0.6200	2465 sq. ft. = 0.056
46 W. Main	02-A-008-A-00-034-0	0.1700	
42 W. Main	02-A-008-A-00-033-0	0.0100	
	02-A-008-E-00-001-0	0.0130	
38 W. Main	02-A-008-A-00-032-0	0.0570	
34 W. Main	02-A-008-A-00-031-0	0.0600	
30 W. Main	02-A-008-A-00-030-0	0.0600	
24 W. Main	02-A-008-A-00-029-0	0.0600	
22 W. Main	02-A-008-A-00-028-0	0.0600	
20 W. Main	02-A-008-A-00-027-0	0.1300	
10 W. M Main	02-A-008-E-00-002-0	0.0400	
Madison (street) PPNS	02-A-008-A-00-019-0	0.0800	
	02-A-008-A-00-020-0	0.0500	
	02-A-008-A-00-026-0	0.0600	2614 sq. ft. = 0.0600
	02-A-008-A-00-021-0	0.0300	
0 Madison Ave.	02-A-008-E-00-006-0	0.2500	
	02-A-008-A-00-007-0	0.158	6890 sq. ft. = 0.158
	02-A-008-A-00-008-0	0.157	6850 sq. ft. = 0.157
	02-A-008-A-00-009-0	0.166	7250 sq. ft. = 0.166
Union St. (Village prop.)	02-A-008-A-00-067-0	0.3000	
0 Union (Gr. River Lod.)	02-A-008-A-00-003-0	0.3000	

Ordinance No. 06 - 2021

33 N. Lake	02-A-008-E-00-005-0	0.7600	33120 sq. ft. = 0.760
45 N. Lake	02-A-008-E-00-010-0	0.1270	
	02-A-008-E-00-012-0	0.4460	
91 N. Lake	02-A-008-E-00-014-0	0.3400	
103 N. Lake	02-A-008-B-00-005-0	0.2500	
109 N. Lake	02-A-008-B-00-025-0	0.3450	
111 N. Lake	02-A-008-B-00-004-0	0.0500	
Union Street	02-A-008-B-00-006-0	0.18	
18 Union Street	02-A-008-B-00-007-0	0.24	
125 N. Lake	02-A-008-B-00-001-0	1.4090	
150 N. Lake	02-A-006-B-00-014-0	0.3600	
Norfolk Parcels	02-A-006-B-00-012-0	0.2960	
	02-A-006-B-00-011-0	0.0700	
106 N. Lake	02-A-006-B-00-008-0	1.4400	
98 N. Lake	02-A-006-B-00-007-0	0.4170	
86 N. Lake	02-A-006-B-00-006-0	0.3100	
72 N. Lake	02-A-006-B-00-005-0	0.4000	
46 N. Lake	02-A-006-B-00-016-0	1.0050	
5 E. Main	02-A-006-B-00-003-0	0.3680	
33 E. Main	02-A-006-B-00-002-0	0.8700	
0 E. Main	02-A-006-B-00-004-0	0.9900	
1 W. Main	02-A-009-A-00-052-0	0.1373	5985 sq. ft. = 0.1373
13 W. Main	02-A-009-A-00-036-0	0.0787	3430 sq. ft. = 0.0787
21 W. Main	02-A-009-A-00-035-0	0.5000	
35 W. Main	02-A-009-A-00-034-0	0.2300	
49 W. Main	02-A-009-A-00-033-0	0.4100	
63 W. Main	02-A-009-A-00-030-0	0.0700	
25 Park	02-A-009-A-00-031-0	0.1800	
	02-A-009-A-00-032-0	0.1800	7841 sq. ft. = 0.1800
Village Square Park	02-A-009-A-00-029-0	1.8962	82600 sq. ft. = 1.8962
31 Park	02-A-009-A-00-028-0	0.2400	
49 Park	02-A-009-A-00-027-0	0.3000	
71 Park	02-A-009-A-00-026-0	1.3800	
	TOTAL ACREAGE	20.6902	
		19.2502	

CERTIFICATE OF VILLAGE ENGINEER

The undersigned, Engineer of the Village of Madison, hereby certifies that the parcels listed in this Exhibit "2" of Ordinance No. 06 - 2021, as amended, contain the acreages indicated and that the area of the Madison Village DORA contains no more than 19.2502 contiguous acres of land, in compliance with § 4301.82 of the Ohio Revised Code.

By:

Eric Haibach, PE
Village Engineer
Village of Madison, Ohio

Ohio license no. PE.73085

Exhibit "3"
Signage Plan

Content.

Special signs will be erected as detailed below that will advise persons that they are at the boundary of the DORA and are not permitted to open carry alcoholic beverages past that point. The signs shall state that persons are subject to criminal citation if they violate that prohibition.

Number and Locations.

13 special DORA signs will be erected at the perimeters of the DORA at the following specified locations where public ingress/egress to the DORA by virtue of the public right-of ways may occur:

- West Main Street at the western boundary of the DORA;
- Village Alley at the western boundary of the DORA;
- The intersection of West main and River Street;
- River Street at the southern boundary of the DORA;
- The southern boundary of the DORA adjacent to an access drive;
- The intersection of East Main Street and South Lake Street;
- East Main Street at the eastern boundary of the DORA;
- North Lake Street at the northerly boundary of the DORA; and
- Union Street at the boundary of the DORA.

The sign locations are plotted (as red dots) on the DORA boundary aerial which follows this page.

Exhibit "3" DORA signage locations



Property lines are graphic representations and are NOT survey accurate.
Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet
Creation Date: April 8, 2021

Exhibit "4"
Sanitation Plan

- (1) Extra trash receptacles will be in place along the rights-of-way and within the Village Square for refuse cups.

- (2) Given the limited scope of the DORA in terms of area, the Village's current public works staff will be able to timely remove all refuse from these receptacles, which will occur twice daily or as needed.

- (3) The police department will further closely monitor for littering and will take strict enforcement action when it is observed to both address offenses that occur and to serve as a deterrent to future conduct.

ORDINANCE NO. 7 - 2021

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, SECTION 131.08, TO INCREASE MAYORAL AND COUNCIL SALARIES IN THEIR RESPECTIVE NEW TERMS OF OFFICE AND TO PROVIDE IN SUBSEQUENT YEARS FIXED PERCENTAGE SALARY INCREASES.

WHEREAS, the salary for the Mayor and the members of Council has not been increased since January of 2004; and

WHEREAS, accounting for inflation as measured by the CPI published by the U.S. Bureau of Labor Statistics, the current monthly salary of \$750.00 for the Mayor established in 2004 would now be \$1,065.00 per month; and

WHEREAS, accounting for inflation as measured by the CPI published by the U.S. Bureau of Labor Statistics, the current monthly salary of \$450.00 for the members of Council established in 2004 would now be \$639.00 per month; and

WHEREAS, the Council desires to adjust Mayoral and Council salaries to reflect the inflationary adjustments detailed above; and

WHEREAS, to account for future inflationary and other adjustments, the Council desires, consistent with R.C. § 505.24(B), to establish fixed percentage increases of one and three-quarters per cent for its members; and

WHEREAS, in enacting this Ordinance the Council exercises its authority conferred by the Ohio Constitution and Charter of the Village of Madison; and

WHEREAS, the Council now desires to amend § 131.08 of the Madison Codified Ordinances to increase the salary of those members whose term of office commences on January 1, 2022, as of that date; and, to increase Mayoral salary and the salary of those members of Council whose terms of office commence on January 1, 2024, as of that date.

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

SECTION 1. That divisions (A) and (B) of § 131.08 of the Codified Ordinances of Madison Village, Ohio are 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**):

131.08 COMPENSATION FOR CHARTER OFFICES.

Compensation for Charter officers shall be as follows:

- (A) Mayor: \$750 monthly. **Effective January 1, 2024 and thereafter: \$1,200.00 monthly.**
- (B) Councilperson:
 - (1) \$450 monthly until the dates set forth herein in subsections (B)(2) and (B)(3).
 - (2) For the three members of Council whose terms of office commence on January 1, 2022, the salaries of those Council members shall be:
 - (a) Commencing on January 1, 2022: \$700.00 monthly.
 - (b) Commencing on January 1, 2023: \$712.50 monthly.
 - (3) For all members of Council, commencing on January 1, 2024, their salaries shall be: \$725.00 monthly. Their salaries shall then be adjusted in each calendar year thereafter by an annual increase of one and three-quarters per cent, effective on January 1, 2025 and so forth on January 1 of each subsequent calendar year through the year 2029.
- (C) Law Director: \$1,000.00 monthly salary for retained services. In addition, \$150.00 per hour for civil work outside of retained services and \$125.00 per hour for traffic and criminal prosecutions, payable monthly upon invoice.
- (D) Engineer: \$1,050.00 monthly for retained services. All other engineering services are paid pursuant to current contract.

SECTION 2. The replacement Code pages to be published in accordance with law are attached hereto as Exhibit 1.

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 provided by law.

PASSED:

1st Reading: _____
2nd Reading: _____
3rd Reading: _____

Mark V. Vest
President of Council

Attested:

Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:

Sam Britton, Jr.,
Mayor

Date

ORDINANCE NO. 8 - 2021

**AN ORDINANCE APPROVING THE FINAL SUBDIVISION PLAT
OF PERMANENT PARCEL NUMBER 02-A-006-A-01-001-0
TO CREATE A NEW HALF-ACRE SUBDIVIDED PARCEL;
AND DECLARING AN EMERGENCY.**

WHEREAS, the Planning Commission at its regular meeting held on April 19, 2021 approved, by a vote of 4/0, the subdivision of one lot now known as permanent parcel number 02-A-006-A-01-001-0 to create a new one-half (1/2) acre parcel in furtherance of the transfer of publicly owned real property; and

WHEREAS, the Council, finding that the subdivision plat is in accordance with all applicable laws, now desires to approve same for recordation.

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

SECTION 1. The final subdivision plat of permanent parcel number 02-A-006-A-01-001-0, as approved by the Planning Commission, shall be deemed finally approved by the Council pursuant to § 20.2 of the Zoning Code and all proper officers of the Village are hereby authorized to execute all necessary instruments to the end that said plat may be recorded.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison, and for the further reason that its immediate adoption is necessary in order to proceed with the immediate closing of a real estate transfer by and between governmental entities in furtherance of the public good; wherefore, this Ordinance shall take effect and be in force immediately upon its passage.

Mark V. Vest
President of Council

PASSED: _____

Attested:

Kristie M. Crockett, Fiscal Officer / Clerk of Council

Approved:

Sam Britton, Jr., Mayor

Date

ORDINANCE NO. 9 - 2021

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION, AND, TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH MADISON INTERSTATE PROPERTIES, LLC, EACH RELATED TO THE DEVELOPMENT AND CONSTRUCTION OF GREAT LAKES WAY; AND DECLARING AN EMERGENCY.

WHEREAS, Madison Interstate Properties, LLC (the "Developer") is undertaking the construction of a new commercial subdivision within the Village in the area of the southeast quadrant of the I-90/S.R. 528 interchange. The development includes the construction of a new roadway of approximately 1,300 feet in length to serve the new commercial developments within the subdivision (the roadway being the "Project"). The roadway, tentatively to be called "Great Lakes Way," is to be contracted by and paid for fully by Developer at an estimated construction cost of \$1,808,978.00; and

WHEREAS, it is Developer's intent after completion to dedicate Great Lakes Way to the Village; and

WHEREAS, the Ohio Department of Transportation ("ODOT"), being aware of the Project, has made available non-federal funds through its Jobs & Commerce Economic Development Program ("JCED") in not-to-exceed sums of \$100,000.00 and a second round of \$200,000.00 (the actual amount(s) of any reimbursements are the lower of those sums or 6% of the total project cost); and

WHEREAS, ODOT is aware that the Project is to be privately funded and constructed; and

WHEREAS, ODOT officials have represented that the Project is eligible for JCED funds, notwithstanding that it is to be privately funded and constructed; and

WHEREAS, JCED funds are not guaranteed, are subject to General Assembly appropriation, and are further subject to the terms and conditions of the "Jobs and Commerce Economic Development Agreement Between the State of Ohio, Department of Transportation and Village of Madison" (the "JCED Agreement") which agreement is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, Developer has requested the Village's assistance in obtaining the JCED funds to reimburse some of its Project costs; and

WHEREAS, the Administration and Developer have negotiated a "Subrecipient Agreement" setting forth the Developer's obligations in order to receive any of the JCED funds, if same are ultimately available, which agreement is attached hereto and incorporated herein as Exhibit "B;" and

WHEREAS, the Council opines and finds that entering in the JCED Agreement with ODOT and the Subrecipient Agreement with the Developer are in furtherance of the public good and welfare insofar as the economic benefits of the Project will expand the Village's tax base and create new job opportunities for the community, the Council now therefore provides authorization to the Mayor to execute these agreements.

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

SECTION 1. The Mayor is hereby authorized to enter into and execute on behalf of the Village the Jobs & Commerce Economic Development Agreement with ODOT in conformity with the agreement attached hereto as Exhibit "A."

SECTION 2. The Mayor is hereby authorized to enter into and execute on behalf of the Village the Subrecipient Agreement with Developer in conformity with the agreement attached hereto as Exhibit "B."

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison, and for the further reason that its immediate adoption is (i) necessary in order for the Project to commence and meet construction deadlines, and (ii) qualify for and participate in the JCED program; wherefore, this Ordinance shall take effect and be in force immediately upon its passage.

Mark V. Vest
President of Council

PASSED: _____

Attested:

Kristie M. Crockett, Fiscal Officer / Clerk of Council

Approved:

Sam Britton, Jr., Mayor

Date

**JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND
VILLAGE OF MADISON**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and, the Village of Madison, 33 E Main St, Madison, OH 44057 (hereinafter referred to as the VILLAGE).

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 The VILLAGE will construct a new 1,300 foot road east off of SR 528. This new road will be called Great Lakes Parkway and will be to the south of I-90 and north of Warner Road. (hereinafter referred to as the PROJECT).
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program ("JCED") funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- 1.5 The VILLAGE shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

- 2.1 The total cost for the PROJECT is estimated to be \$1,808,978 as set forth below. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.

ODOT JCED Funds - SAC 4JC7	\$100,000
ODSA 629	\$200,000
PRIVATE SECTOR	\$1,508,978
TOTAL	\$1,808,978

- 2.2 Funds provided by ODOT shall not exceed \$100,000 or 6 percent of the total project cost, whichever is the lesser amount. The VILLAGE shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and VILLAGE claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The VILLAGE shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.4 The VILLAGE shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The VILLAGE must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The VILLAGE may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is March 19, 2023. The VILLAGE may ask for an extension of this agreement before February 14, 2023 if adequate funds have been appropriated.

- 2.5 Reimbursement to the VILLAGE shall be submitted to:

Village of Madison
Dwayne Bailey, Administrator
33 E Main St
Madison, OH 44057
(440) 428-7526
dbailey@madisonvillage.org

3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The VILLAGE is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the VILLAGE, arising out of or related to any contract entered into by the VILLAGE for the work to be performed by the VILLAGE on this PROJECT is the responsibility of the VILLAGE. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the VILLAGE shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 5.2 The VILLAGE hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the VILLAGE's obligations made or agreed to herein.

6. NOTICE

- 6.1 Notice under this Agreement shall be directed as follows:

If to the VILLAGE:

Village of Madison
Dwayne Bailey, Administrator
33 E Main St
Madison, OH 44057
(440) 428-7526
dbailey@madisonvillage.org

If to ODOT:

Christina Wagner Schepis, Regional Manager
Office of Jobs & Commerce
Ohio Department of Transportation
2088 S Arlington Rd
Akron, OH 44306
(330) 786-3122
Christina.Wagner@dot.ohio.gov

7. FEDERAL REQUIREMENTS

During the performance of this Agreement, the VILLAGE, for itself, its assignees, and successors in interest agrees as follows:

- 7.1 The VILLAGE will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 7.2 The VILLAGE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The VILLAGE will, in all solicitations or advertisements for employees placed by or on behalf of the VILLAGE, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).
- 7.3 Compliance with Regulations: The VILLAGE (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- 7.4 **Nondiscrimination:** The VILLAGE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of the VILLAGE, including procurements of materials and leases of equipment. The VILLAGE will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.5 **Solicitations for the VILLAGE, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the VILLAGE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the VILLAGE of the VILLAGE's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.
- 7.6 **Information and Reports:** The VILLAGE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the VILLAGE will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 7.7 **Sanctions for Noncompliance:** In the event of the VILLAGE's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the VILLAGE under the Agreement until the VILLAGE complies, and/or
 - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- 7.8 **Incorporation of Provisions:** The VILLAGE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The VILLAGE will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the VILLAGE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the VILLAGE may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the VILLAGE may request the United States to enter into the litigation to protect the interests of the United States.
- 7.9 **During the performance of this Agreement, the VILLAGE, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and VILLAGE (or other)s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

8. GENERAL PROVISIONS

- 8.1 *Record Retention:* The VILLAGE when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the VILLAGE’s obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 8.2 *Ohio Ethics Laws:* The VILLAGE agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.3 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the VILLAGE (or other) hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation

arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 8.4 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.5 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.6 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The VILLAGE acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the VILLAGE and monitoring by Grantor of the results of the award of Grant Funds.
- 8.8 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

**VILLAGE OF MADISON MAYOR
OR AUTHORIZED REPRESENTATIVE**

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Jack Marchbanks, Ph.D.
Director

Title: _____

Date: _____

Date: _____

SUBRECIPIENT AGREEMENT

between

VILLAGE OF MADISON, OHIO
and
MADISON INTERSTATE PROPERTIES, LLC

THIS AGREEMENT, entered into this 16th day of APRIL 2021, by and between:

VILLAGE OF MADISON, an Ohio municipal corporation (hereinafter referred to as the "Village"), whose mailing address for all purposes, inclusive of Notice(s) is:

c/o Village Administrator
33 East Main Street
Madison, Ohio 44057
dbailey@madisonvillage.org

with copies to: Joseph P. Szeman
Director of Law
8500 Station Street, Suite 245
Mentor, Ohio 44060
szeman@hsklawyers.com

and:

MADISON INTERSTATE PROPERTIES, LLC, an Ohio for-profit limited liability company (entity no. 4503515) (hereinafter referred to as the "Developer"), whose mailing address for all purposes, inclusive of Notice(s) is:

c/o Harry Allen, III
7455 Tyler Boulevard
Mentor, Ohio 44060
hallen3@glpower.com

WITNESSETH:

WHEREAS, Madison Interstate Properties, LLC is undertaking the construction of a new commercial subdivision within the Village in the area of the southeast quadrant of the I-90/S.R. 528 interchange. The development includes the construction of a new roadway of approximately 1,300 feet in length to serve the new commercial developments within the subdivision (the roadway being the "Project"). The roadway, tentatively to be called "Great Lakes Way," is to be contracted by and paid for fully by Developer at an estimated construction cost of \$1,808,978.00. Plans and profiles for the roadway are collectively attached hereto and incorporated herein for descriptive purposes as Exhibit "1."

WHEREAS, it is Developer's intent after completion to dedicate Great Lakes Way to the Village.

WHEREAS, the Ohio Department of Transportation ("ODOT"), being aware of the Project, has made available non-federal funds through its Jobs & Commerce Economic Development Program ("JCED") in not-to-exceed sums of \$100,000.00 and a second round of \$200,000.00 (the actual amount(s) of any reimbursements are the lower of those sums or 6% of the total project cost).

WHEREAS, ODOT is aware that the Project is to be privately funded and constructed.

WHEREAS, ODOT officials have represented that the Project is eligible for JCED funds, notwithstanding that it is to be privately funded and constructed.

WHEREAS, JCED funds are not guaranteed, are subject to General Assembly appropriation, and are further subject to the terms and conditions of the "Jobs and Commerce Economic Development Agreement Between the State of Ohio, Department of Transportation and Village of Madison" (the "ODOT Agreement") which agreement is attached hereto as Exhibit 2 and incorporated herein by this reference as if fully re-written for notice purposes only and not to obligate the Village in any manner to the terms and conditions contained therein as and between the Village and Developer.

WHEREAS, Developer has requested the Village's assistance in obtaining the JCED funds to reimburse some of its Project costs.

WHEREAS, the parties enter into this Agreement to create clarity with respect to the Village's assistance in obtaining the JCED funds and to clarify the Village's limited role as a "pass through entity" related to the Project and the JCED funds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. No Public Improvement.

1.1 Notwithstanding the Village's obligations to ODNR entered into pursuant to the ODNR Agreement, it is the parties' explicit intent that the Project is not and shall not be a "public improvement" within the meaning of R.C. § 4115.03(C) insofar as (i) the Village will not be performing any work or contracting with any party for construction of the Project, (ii) the Village shall have no oversight of the Project except solely in regard to inspection and compliance with all applicable codes of a general and special nature, and, that construction occur in accordance with the approved subdivision plat (and conditions imposed thereon), (iii) no Village or other public funds will be expended on the Project excepting solely for the future possible availability of the JCED funds, (iv) the Project has not been initiated at the request of the Village, and (v) the Developer is under no contractual requirement with the Village to proceed with construction or/and to dedicate Great Lakes Way to the Village.

1.2 The Village has offered no opinion, representation and/or warranty to Developer, express or implied, in regard to the applicability or non-applicability of Ohio prevailing wage law, R.C. § 4115.03 to § 4115.16, to the Project in the event compliance with the prevailing wage laws is later determined to be a condition for receipt or retention of the JCED funds. Developer therefore is and shall rely solely on its own independent factual and legal analysis and judgment

related to the issue of payment of prevailing wages as a condition of qualification for the JCED funds and proceeds assuming all risk associated with its decision(s) related to prevailing wages.

1.3 In the event Developer accepts JCED funds and a future determination is made by a court or administrative agency of competent jurisdiction that the Project was a "public improvement" within the meaning of R.C. § 4115.03(C) due to the acceptance of the JCED funds such that the prevailing wage and other substantive requirements of R.C. § 4115.03 to § 4115.16 were required to have been met, then, Developer understands and agrees that it shall be solely responsible for any and all resulting liabilities, expenses, fines and penalties related to such non-compliance and shall fully defend and indemnify the Village, its officer, employees, and agents and hold them harmless from any and all losses, claims, fines, penalties, demands, or obligations incurred or suffered by them arising out of or related to any non-compliance with the prevailing wage laws.

1.4 Developer acknowledges that the ODOT Agreement may be interpreted as having required the Project be awarded by competitive bid in compliance with R.C. § 735.05 and that failure to follow statutory bid procedures may cause a disqualification for JCED funds eligibility.

2. No Inducement or Reliance and Waiver of Claims and Damages.

2.1 Developer represents that its commencement and completion of the Project has not been and is not dependent, contingent, induced by, or in any other manner whatsoever causally connected to the JCED funds and that Developer would have proceeded with the Project to full completion regardless of the availability of the JCED funds.

2.2 Developer accepts and acknowledges that this Agreement and the Village's entry into the ODOT Agreement are solely due to the claimed availability of the JCED funds as and for Project reimbursement pursuant to the terms of the ODOT Agreement and, accordingly, that the Village is solely acting as a "pass through entity" for those funds. For this reason and for the reasons stated elsewhere in this Agreement including but not necessarily to those set forth in section 2.1, Developer does hereby agree, acknowledge and stipulate that the Village would not have entered into this Agreement but for Developer's representation(s) that if for whatever reason(s), whether knowable or not, a claim of any nature whatsoever for damages against the Village for any act, omission, or other occurrence alleged against it and/or against any of its officers, employees and/or agents could or would be asserted by Developer against them related to the subject matter of this Agreement and/or the Project, then, the Village would have refused and not entered into this Agreement. In consideration of the foregoing and the Village's willingness to enter into the ODOT Agreement solely for the sake of the Developer, Developer does hereby covenant and promise for itself and all past and future owners, agents, representatives, trustees, insurers, reinsurers, attorneys, successors in interest, predecessors, transferees and assigns, and any other party who may claim under or through them, to hereby fully, finally, and completely release, remise, and forever discharge the Village and its officers, employees, agents, insurers, attorneys, and assigns from any and all claims, actions, demands, debts, liabilities, and causes of action, whether known or unknown, suspected or unsuspected, contingent or matured, accrued or unaccrued, legal or equitable, past, present, or future, that relate in any way to or arise out of the this Agreement and/or the ODOT Agreement.

3. Non-Discrimination.

3.1 Developer shall comply with the Village's "Non-Discriminatory Hiring Policy" enacted by Resolution No. 23 - 2012 in conformity with R.C. § 5709.832 as an ongoing

condition of this Agreement. By executing this Agreement, Developer commits to not discriminate in hiring on the basis of race, religion, sex, disability, color, national origin, ancestry, or such other protected classes as the law may now or in the future recognize while this Agreement remains in effect.

3.2 Developer shall also comply with all non-discrimination requirements set forth in the ODOT Agreement as a condition of receipt of JCED funds including the requirement set forth in section 7.8 of the ODOT Agreement that Developer ensure the provisions of sections 7.1 through 7.6 of the ODOT Agreement are included in every contract and subcontract, including procurements of materials and leases of equipment, unless exempt by law, related to the Project.

4. Disclosure of Governmental Liabilities.

Developer shall comply with the Village's policy titled "Disclosure of Liabilities Owed to Governmental Entities and Authorization for Inspection" enacted by Resolution No. 22 - 2012 in conformity with R.C. § 9.66(B) as an ongoing condition of this Agreement, and, does represent that at the time of execution of this Agreement the Developer has no outstanding liabilities owed to the state, a state agency, or a political subdivision. "Liability" means and includes any of the following:

- (a) Any delinquent tax owed the state or a political subdivision of the state;
- (b) Any moneys owed the state or a state agency for the administration or enforcement of the environmental laws of the state; and
- (c) Any other moneys owed the state, a state agency, or a political subdivision of the state that are past due.

5. Other Laws.

Developer, in accordance with section 1.5 of the ODOT Agreement, shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regard to the Project in addition to those laws specified in this Agreement and specified in the ODOT Agreement. Developer hereby agrees and stipulates that, notwithstanding the parties' good faith efforts to ascertain the applicability of all laws, regulations, and executive orders implicated by the ODOT Agreement upon which eligibility for the JCED funds may be dependent, Developer (i) is relying solely on its own independent judgment in regard to all matters of legal compliance, (ii) expressly disclaims any reliance of any nature whatsoever on the part of the Village, its officers, employees and/or agents in reaching its independent judgment as stated in (i), (iii) agrees that it shall be solely responsible for all costs, expenses, and/or findings for recovery associated with any determination by any court or agency with jurisdiction which may find that JCED funds were not a proper reimbursement, and (iv) enters into this Agreement agreeing to assume all risk as set forth in (iii) and shall not be entitled to any offset or contribution from Village whatsoever or for any reason whatsoever.

6. Cooperation and Compliance with All Program Requirements.

To enable the Village to obtain the reimbursement of Project expenses through the ODOT Agreement, Developer shall timely upon demand provide the Village all information, data, records, and such other assurances as ODOT may require and, in particular, in regard to sections 2.3 and 2.4 of the ODOT Agreement shall assure that Project records are in a final

form acceptable to ODOT. The Village shall be under no duty to compile, organize, or in any manner prepare such information in a form acceptable to ODOT, that being at all times the sole obligation of Developer.

7. Performance Period.

Pursuant to the ODOT Agreement, the deadline for final reimbursement requests is March 19, 2023. It shall be Developer's sole responsibility to have the Project complete and all requirements of the ODOT Agreement satisfied in order to meet that deadline.

8. Representations of Developer.

8.1 No Bankruptcy. No petition in bankruptcy (voluntary or otherwise), attachment, execution proceeding, assignment for the benefit of creditors, or petition seeking reorganization or insolvency, arrangement or other action or proceeding under federal or state bankruptcy law is pending against or contemplated (or, to the best of Developer's knowledge, threatened) by or against Developer.

8.2 Non-Foreign Status. Developer is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in (a) the Internal Revenue Code and the corresponding income tax regulations, and (b) similar provisions of state and local law.

8.3 Litigation. There is no litigation pending or, to the best of Developer's knowledge, threatened that in any manner adversely affects the Membership Interests or the legal capacity or right of Developer to consummate the transactions contemplated by this Agreement.

9. Record Keeping and Monitoring.

9.1 Developer shall maintain and make available upon request by the Village or any other agency with jurisdiction all documents and financial records sufficient to establish compliance with the terms of the ODOT Agreement and shall so maintain and make those records available for a minimum three-year period or longer in conformity with section 8.1 of the ODOT Agreement.

9.2 Developer accepts JCED funds subject to and on the express condition that all Project records shall be subject to future audits as detailed in the ODOT Agreement to ensure their appropriate receipt and that the JCED funds are subject to ultimate recapture by ODOT.

10. Payment.

The Village shall pay to the Developer such of the JCED funds it receives from ODOT upon satisfaction of all terms and conditions required of the Village by the terms of the ODOT Agreement as same are by virtue of this Agreement being assumed by Developer, and, provided there is not then (i) any threatened or pending controversy raised by ODOT or another agency with jurisdiction related to compliance with any of the terms of the ODOT Agreement (including but not limited all applicable laws), (ii) any threatened or pending controversy raised by any of Developer's contractors, subcontractors or material providers related to the Project, or (iii) any other legal controversies that call into question Developer's willingness or ability to abide by any requirements of this Agreement and/or the ODOT Agreement.

11. No Personal Interest.

No member, officer, or employee of the Village or their designees or agents who exercises any function or responsibilities with respect to this Agreement during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof assisted under this Agreement.

12. Termination of Agreement.

The Village may terminate this Agreement and may recover any funds at its discretion if the Developer:

- (a) Violates any provision of this Agreement, or
- (b) Violates any applicable terms or conditions which the ODOT Agreement requires;
or
- (c) Fails to perform in a timely manner.

13. Notices.

All notices, requests and communications permitted or required in this Agreement shall be in writing and (i) hand-delivered or (ii) mailed by regular United States mail and concurrent email transmission to the designated officers at their respective addresses listed herein above.

14. Miscellaneous.

14.1 Amendments. This Agreement may be amended only by a writing signed by the parties hereto. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party. As used herein, the term "this Agreement" and references thereto shall mean this Agreement as it may from time to time be amended or supplemented.

14.2 No Assignment. This Agreement is not transferable or assignable without the express, legislative approval of the Village.

14.3 Entire Agreement. This Agreement embodies the entire agreement and understanding among and between Village and Developer and supersedes all prior agreements and understandings relating to the subject matter hereof.

14.4 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Ohio.

14.5 Severability. The provisions of this Agreement are distinct and severable and if any provision is held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of this Agreement.

THIS AGREEMENT is entered into as of the date first above written by the Village of Madison (Village) and the Madison Interstate Properties, LLC (Developer).

VILLAGE OF MADISON

**MADISON INTERSTATE PROPERTIES,
LLC**

Sam Britton, Jr., Mayor



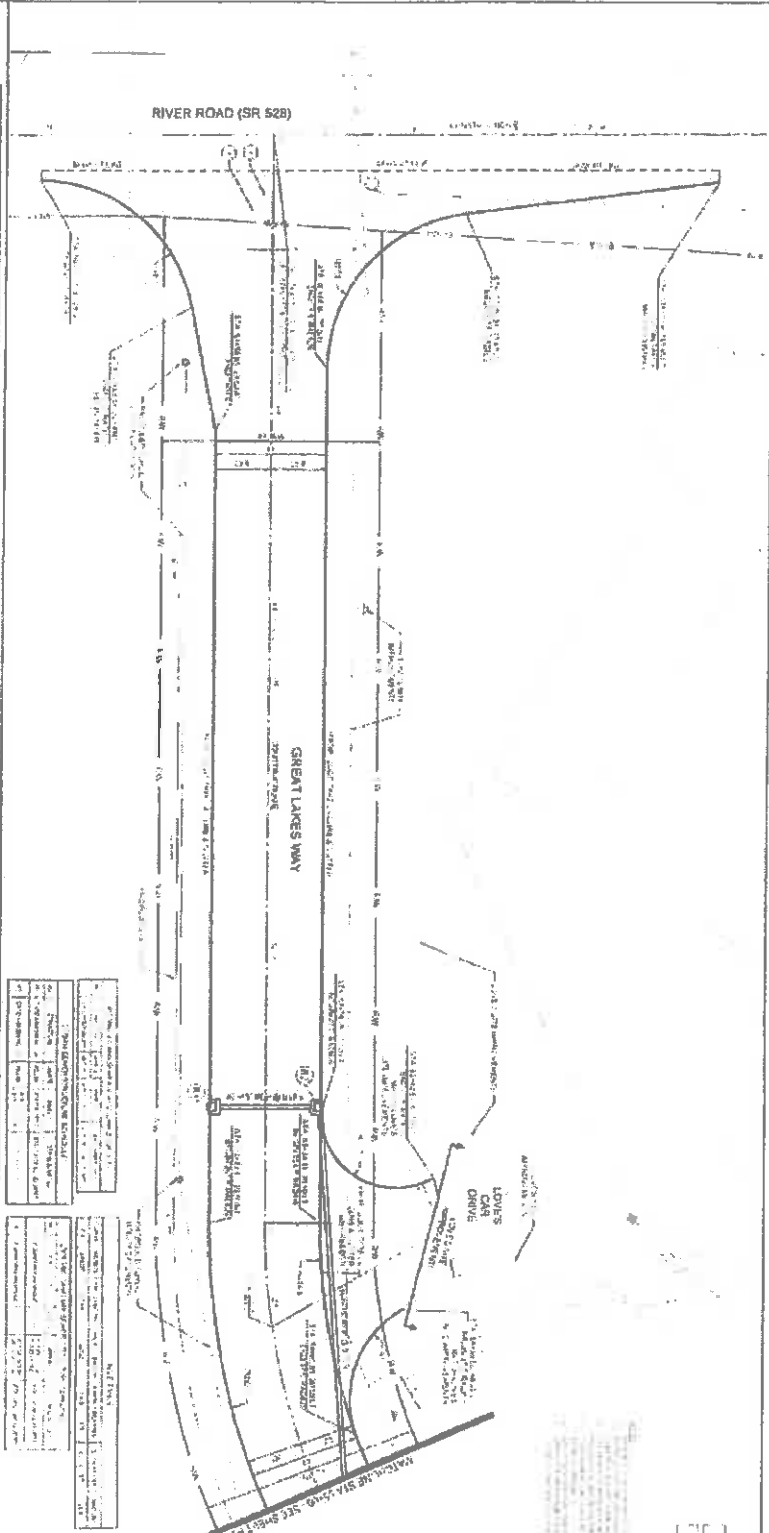
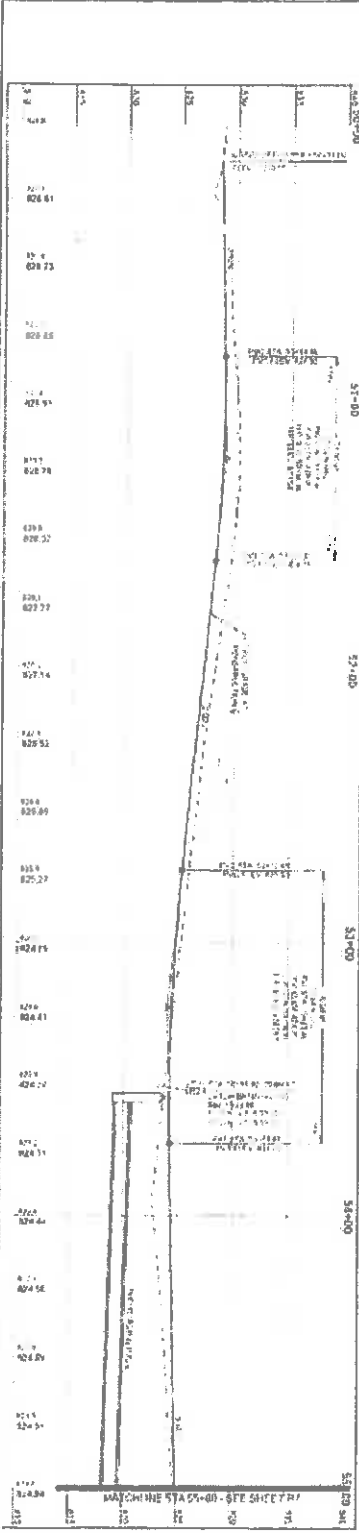
Harry Allen, III, Member

___/___/2021

4 / 16 / 2021

Approved as to form:

Joseph P. Szeman
Law Director, Village of Madison



Station	Grade	Vertical Curve
0+00	824.00	
0+10	824.50	
0+20	825.00	
0+30	825.50	
0+40	826.00	
0+50	826.50	

Station	Grade	Vertical Curve
0+00	824.00	
0+10	824.50	
0+20	825.00	
0+30	825.50	
0+40	826.00	
0+50	826.50	



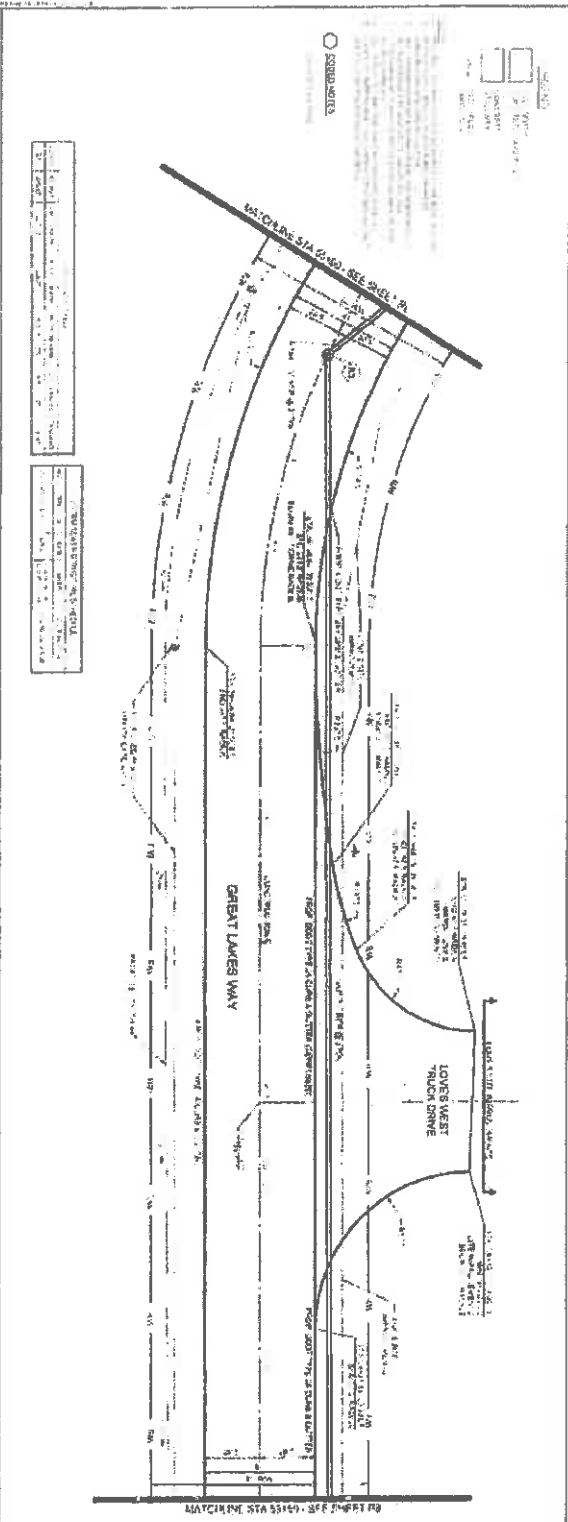
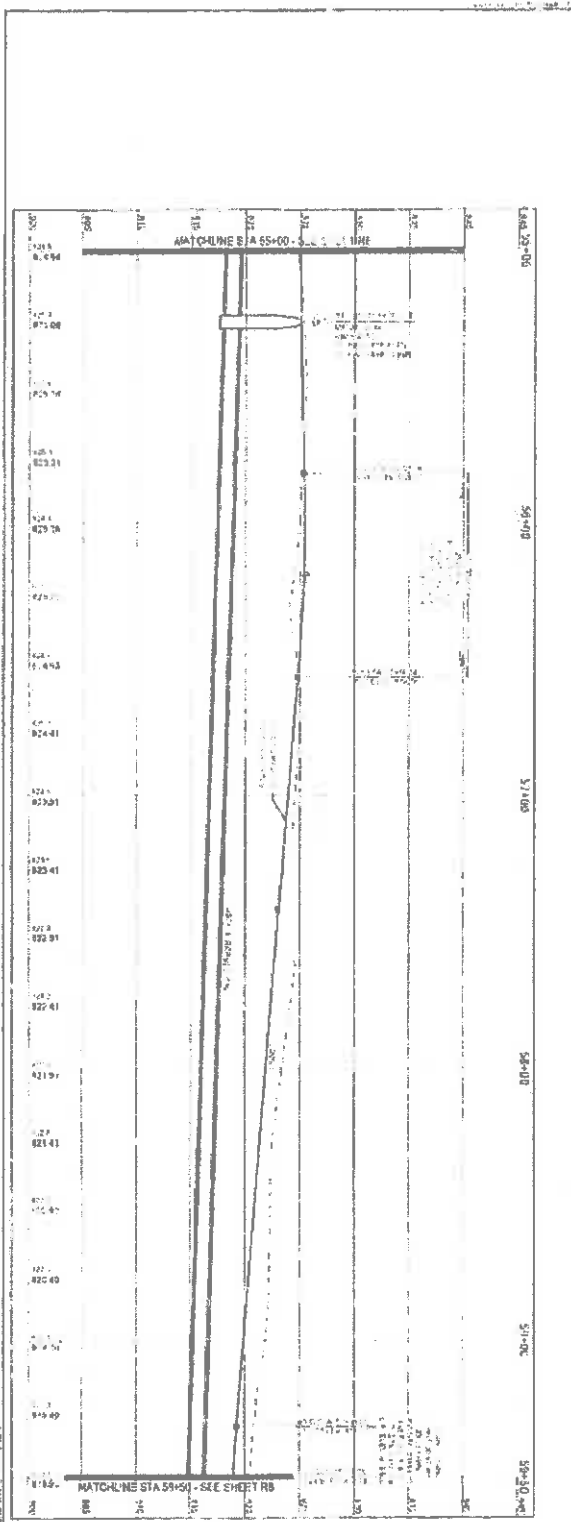
LOVE'S TRAVEL STOPS
MADISON, OH

PLAN & PROFILE
GREAT LAKES WAY



DATE: 10/15/00
DRAWN BY: J. J. JONES
CHECKED BY: J. J. JONES
APPROVED BY: J. J. JONES

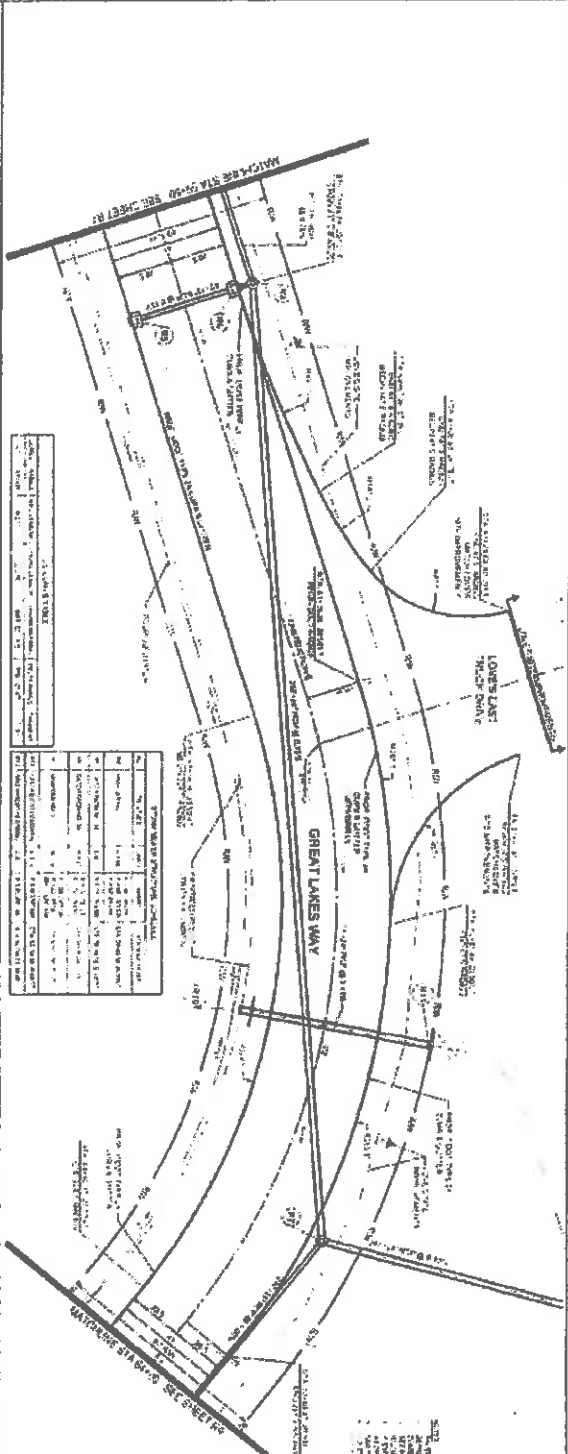
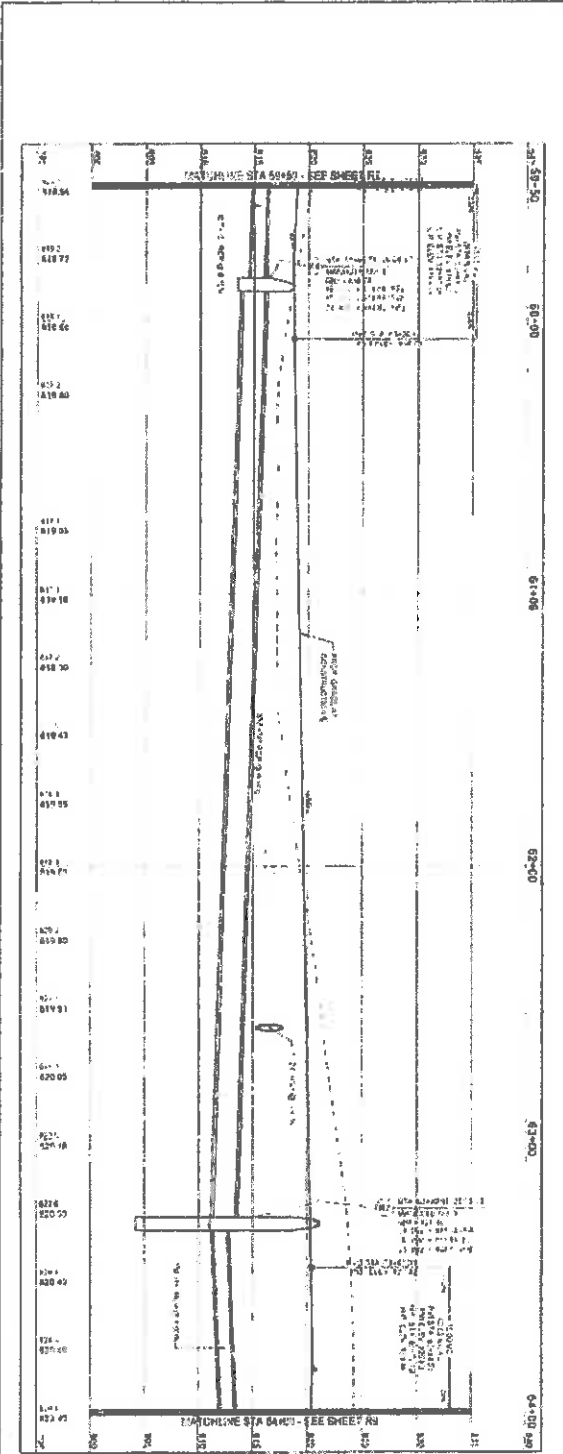




LOVE'S TRAVEL STOPS
MADISON, OH

PLAN & PROFILE
GREAT LAKES WAY





Station	Description	Quantity
50+00	CONCRETE CURB	100
50+20	GRAVEL SHOULDER	200
50+40	ASPHALT DRIVEWAY	150
50+60	SLOPE 1:1	300
50+80	SLOPE 2:1	400
51+00	SLOPE 3:1	500
51+20	SLOPE 4:1	600
51+40	SLOPE 5:1	700
51+60	SLOPE 6:1	800
51+80	SLOPE 7:1	900
52+00	SLOPE 8:1	1000
52+20	SLOPE 9:1	1100
52+40	SLOPE 10:1	1200
52+60	SLOPE 11:1	1300
52+80	SLOPE 12:1	1400
53+00	SLOPE 13:1	1500
53+20	SLOPE 14:1	1600
53+40	SLOPE 15:1	1700
53+60	SLOPE 16:1	1800
53+80	SLOPE 17:1	1900
54+00	SLOPE 18:1	2000
54+20	SLOPE 19:1	2100
54+40	SLOPE 20:1	2200
54+60	SLOPE 21:1	2300
54+80	SLOPE 22:1	2400
55+00	SLOPE 23:1	2500
55+20	SLOPE 24:1	2600
55+40	SLOPE 25:1	2700
55+60	SLOPE 26:1	2800
55+80	SLOPE 27:1	2900
56+00	SLOPE 28:1	3000
56+20	SLOPE 29:1	3100
56+40	SLOPE 30:1	3200
56+60	SLOPE 31:1	3300
56+80	SLOPE 32:1	3400
57+00	SLOPE 33:1	3500
57+20	SLOPE 34:1	3600
57+40	SLOPE 35:1	3700
57+60	SLOPE 36:1	3800
57+80	SLOPE 37:1	3900
58+00	SLOPE 38:1	4000
58+20	SLOPE 39:1	4100
58+40	SLOPE 40:1	4200
58+60	SLOPE 41:1	4300
58+80	SLOPE 42:1	4400
59+00	SLOPE 43:1	4500
59+20	SLOPE 44:1	4600
59+40	SLOPE 45:1	4700
59+50	SLOPE 46:1	4800

Station	Description	Quantity
50+00	CONCRETE CURB	100
50+20	GRAVEL SHOULDER	200
50+40	ASPHALT DRIVEWAY	150
50+60	SLOPE 1:1	300
50+80	SLOPE 2:1	400
51+00	SLOPE 3:1	500
51+20	SLOPE 4:1	600
51+40	SLOPE 5:1	700
51+60	SLOPE 6:1	800
51+80	SLOPE 7:1	900
52+00	SLOPE 8:1	1000
52+20	SLOPE 9:1	1100
52+40	SLOPE 10:1	1200
52+60	SLOPE 11:1	1300
52+80	SLOPE 12:1	1400
53+00	SLOPE 13:1	1500
53+20	SLOPE 14:1	1600
53+40	SLOPE 15:1	1700
53+60	SLOPE 16:1	1800
53+80	SLOPE 17:1	1900
54+00	SLOPE 18:1	2000
54+20	SLOPE 19:1	2100
54+40	SLOPE 20:1	2200
54+60	SLOPE 21:1	2300
54+80	SLOPE 22:1	2400
55+00	SLOPE 23:1	2500
55+20	SLOPE 24:1	2600
55+40	SLOPE 25:1	2700
55+60	SLOPE 26:1	2800
55+80	SLOPE 27:1	2900
56+00	SLOPE 28:1	3000
56+20	SLOPE 29:1	3100
56+40	SLOPE 30:1	3200
56+60	SLOPE 31:1	3300
56+80	SLOPE 32:1	3400
57+00	SLOPE 33:1	3500
57+20	SLOPE 34:1	3600
57+40	SLOPE 35:1	3700
57+60	SLOPE 36:1	3800
57+80	SLOPE 37:1	3900
58+00	SLOPE 38:1	4000
58+20	SLOPE 39:1	4100
58+40	SLOPE 40:1	4200
58+60	SLOPE 41:1	4300
58+80	SLOPE 42:1	4400
59+00	SLOPE 43:1	4500
59+20	SLOPE 44:1	4600
59+40	SLOPE 45:1	4700
59+50	SLOPE 46:1	4800

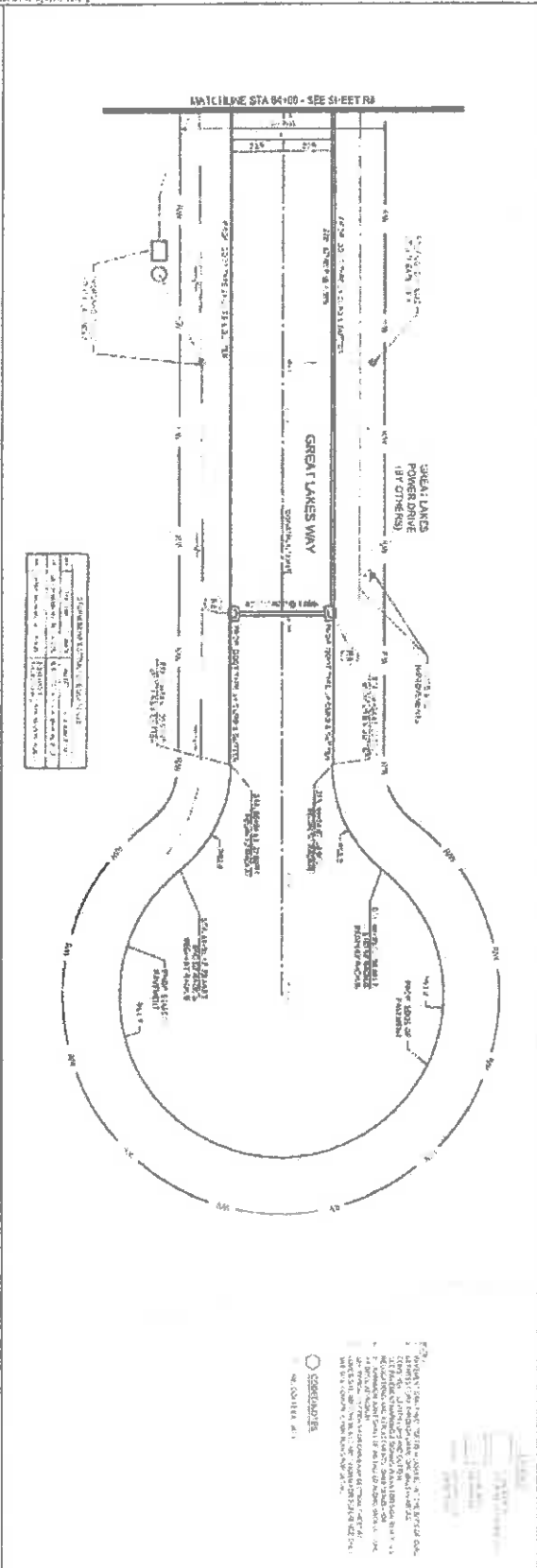
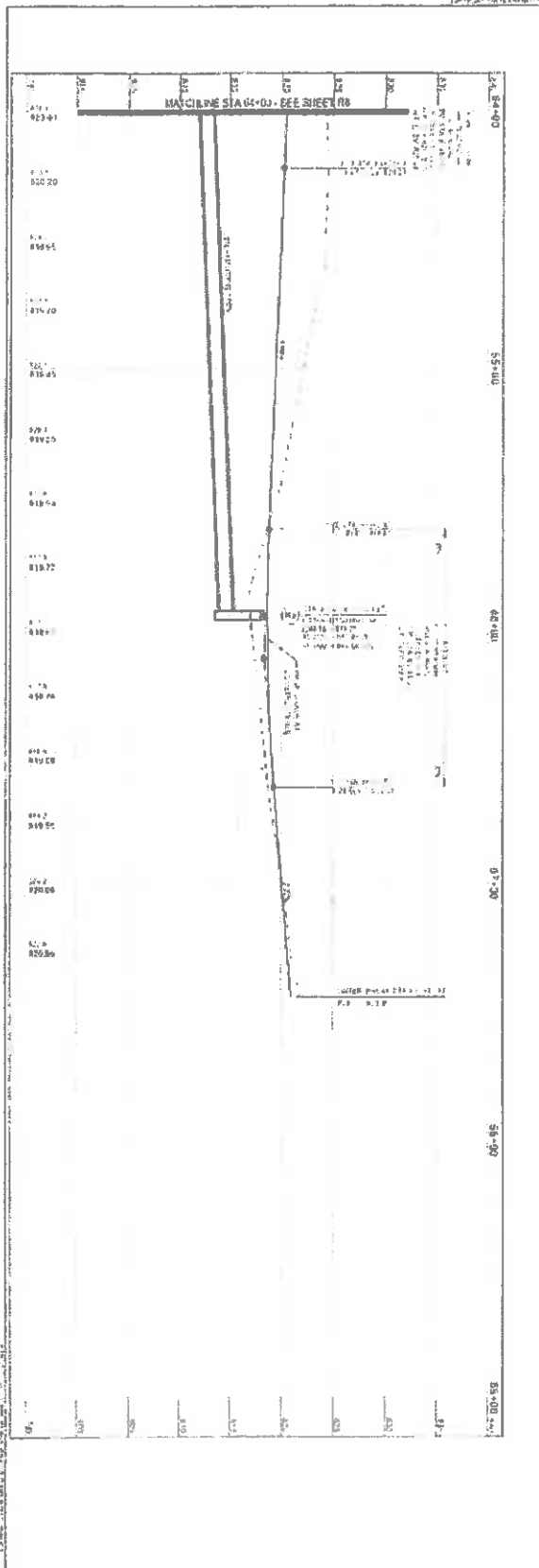


LOVE'S TRAVEL STOPS
MADISON, OH

PLAN & PROFILE
GREAT LAKES WAY

DATE: 4/19/20
BY: [Signature]





Station	Proposed	Existing	Notes
06+00	10.00	10.00	Start of bridge
06+25	10.00	10.00	End of bridge
07+00	10.00	10.00	Start of interchange
07+25	10.00	10.00	End of interchange
08+00	10.00	10.00	End of section

**JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND
VILLAGE OF MADISON**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and, the Village of Madison, 33 E Main St, Madison, OH 44057 (hereinafter referred to as the VILLAGE).

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 The VILLAGE will construct a new 1,300 foot road east off of SR 528. This new road will be called Great Lakes Parkway and will be to the south of I-90 and north of Warner Road. (hereinafter referred to as the PROJECT).
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program ("JCED") funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- 1.5 The VILLAGE shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

- 2.1 The total cost for the PROJECT is estimated to be \$1,808,978 as set forth below. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.

ODOT JCED Funds – SAC 4JC7	\$100,000
ODSA 629	\$200,000
PRIVATE SECTOR	\$1,508,978
TOTAL	\$1,808,978

- 2.2 Funds provided by ODOT shall not exceed \$100,000 or 6 percent of the total project cost, whichever is the lesser amount. The VILLAGE shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and VILLAGE claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The VILLAGE shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.4 The VILLAGE shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The VILLAGE must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The VILLAGE may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is March 19, 2023. The VILLAGE may ask for an extension of this agreement before February 14, 2023 if adequate funds have been appropriated.
- 2.5 Reimbursement to the VILLAGE shall be submitted to:
- Village of Madison
Dwayne Bailey, Administrator
33 E Main St
Madison, OH 44057
(440) 428-7526
dbailey@madisonvillage.org

3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The VILLAGE is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the VILLAGE, arising out of or related to any contract entered into by the VILLAGE for the work to be performed by the VILLAGE on this PROJECT is the responsibility of the VILLAGE. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the VILLAGE shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

5.2 The VILLAGE hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the VILLAGE's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the VILLAGE:

Village of Madison
Dwayne Bailey, Administrator
33 E Main St
Madison, OH 44057
(440) 428-7526
dbailey@madisonvillage.org

If to ODOT:

Christina Wagner Schepis, Regional Manager
Office of Jobs & Commerce
Ohio Department of Transportation
2088 S Arlington Rd
Akron, OH 44306
(330) 786-3122
Christina.Wagner@dot.ohio.gov

7. FEDERAL REQUIREMENTS

During the performance of this Agreement, the VILLAGE, for itself, its assignees, and successors in interest agrees as follows:

7.1 The VILLAGE will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

7.2 The VILLAGE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The VILLAGE will, in all solicitations or advertisements for employees placed by or on behalf of the VILLAGE, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

7.3 Compliance with Regulations: The VILLAGE (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- 7.4 **Nondiscrimination:** The VILLAGE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of the VILLAGE, including procurements of materials and leases of equipment. The VILLAGE will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.5 **Solicitations for the VILLAGE, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the VILLAGE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the VILLAGE of the VILLAGE's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.
- 7.6 **Information and Reports:** The VILLAGE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and Instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the VILLAGE will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 7.7 **Sanctions for Noncompliance:** In the event of the VILLAGE's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the VILLAGE under the Agreement until the VILLAGE complies, and/or
 - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- 7.8 **Incorporation of Provisions:** The VILLAGE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The VILLAGE will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the VILLAGE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the VILLAGE may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the VILLAGE may request the United States to enter into the litigation to protect the interests of the United States.
- 7.9 During the performance of this Agreement, the VILLAGE, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and VILLAGE (or other)s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

8. GENERAL PROVISIONS

- 8.1 *Record Retention:* The VILLAGE when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the VILLAGE's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 8.2 *Ohio Ethics Laws:* The VILLAGE agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.3 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the VILLAGE (or other) hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation

arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 8.4 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.5 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.6 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.7 **Term of Agreement:** This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The VILLAGE acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the VILLAGE and monitoring by Grantor of the results of the award of Grant Funds.
- 8.8 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

**VILLAGE OF MADISON MAYOR
OR AUTHORIZED REPRESENTATIVE**

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____
Jack Marchbanks, Ph.D.
Director

Title: _____

Date: _____

Date: _____

ORDINANCE NO. 10- 2021

**AN ORDINANCE APPROVING A REAL PURCHASE AGREEMENT
WITH THE BOARD OF LAKE COUNTY COMMISSIONERS
FOR THE ACQUISITION OF PERMANENT PARCEL NUMBER
02-A-006-A-01-001-0, AS SUBDIVIDED;
AND DECLARING AN EMERGENCY.**

WHEREAS, the Board of Lake County Commissioners is the owner of permanent parcel number 02-A-006-A-01-001-0 (the "subject parcel"), same having been approved for subdivision by the creation a new one-half (1/2) acre parcel (the "retained parcel"); and

WHEREAS, the Board of Commissioners, having resolved that the subject parcel is no longer needed by Lake County for public purposes, desires to transfer same to the Village; and

WHEREAS, the transfer will not include the retained parcel; and

WHEREAS, the Council finds that it is in furtherance of the public good and welfare to acquire the subject parcel, now desires to authorize the Village's entry into the purchase agreement.

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

SECTION 1. The Mayor is hereby authorized to enter into and execute on behalf of the Village the purchase agreement with the Board of Lake County Commissioners in conformity with the agreement attached hereto as Exhibit "A."

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison, and for the further reason that its immediate adoption is necessary in order to proceed with the

immediate closing of a real estate transfer by and between governmental entities in furtherance of the public good; wherefore, this Ordinance shall take effect and be in force immediately upon its passage.

Mark V. Vest
President of Council

PASSED: _____

Attested:

Kristie M. Crockett, Fiscal Officer / Clerk of Council

Approved:

Sam Britton, Jr., Mayor

Date

(b) **Buyer's Deliveries at Closing.** On the date of Closing, Buyer shall: (I) deliver at the Closing the Purchase Price for the Property.

5. **Damage or Destruction of Property:** Risk of loss to the real estate and appurtenances shall be borne by Seller until Closing.

6. **Seller's Representations and Warranties:** As a material inducement to the execution and delivery of this Contract by Buyer and the performance by Buyer of its duties and obligations hereunder, Seller does hereby warrant and represent to Buyer as of the Effective Date and as of the date of Closing.

(a) **Information.** Except as set forth herein, Seller has no knowledge of any information affecting the Property that has or would have a material adverse impact on Buyer's ability to use, lease and operate the Property as contemplated by Buyer.

(b) **Legal Compliance.** Except as disclosed to Buyer, Seller has no knowledge of any past or continuing violation or alleged violation of any legal requirement affecting the property; including, without limitation, any past or continuing violation or alleged violation of any local, state or federal environmental, zoning, subdivision, fire or other law, ordinance, code, regulation, rule or order.

(c) **Litigation.** Seller has no knowledge of any pending or threatened claims, actions, suits, litigation or governmental proceeding affecting the Property.

(d) **Other Agreements.** To Seller's knowledge, there are no agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Property which could give rise to claims affecting the Property.

(e) **Due Authorization.** Seller has full power to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individual executing this Contract on behalf of Seller has the authority to bind Seller to the terms and conditions of this Contract.

7. **Right of First Refusal.** If at any time after the Buyer purchases the Property, Buyer determines it will not put the Property to public use and desires to offer the Property for sale and invite offers for purchase, then Buyer shall notify Seller County within ten (10) days of making such a determination, in writing ("Notice"). Seller County shall have a period of 60 days after receiving such Notice within which to notify Buyer that Seller County elects to re-purchase the Property with similar terms contained in this Agreement, including, but not limited to a re-purchase price of ten dollars (\$10.00). Any such notice from Seller County shall then constitute a contract between Buyer Village and Seller County for Seller County to re-purchase the Property even though neither has signed it. If Seller County does not notify buyer within the 60-day period mentioned in this paragraph of Seller County's election to re-purchase said Property, Buyer shall be free to sell or otherwise dispose of the Property.

8. Common Structure Expenses. Both parties recognize that a structure is being split through this Agreement. The Plat of Survey dated March 17, 2021 labels the split building this building as "Ex. Building." Costs for utilities shall be the responsibility of Buyer. Utilities include, but are not limited to, costs for electric, heat, water, and sanitary sewer. The split building may require maintenance from time to time. Each party is responsible for maintaining their portion of the split building. The parties, upon agreement, will each pay fifty percent (50%) of the structural repairs. Structural repairs consists of repairs that affect the entire structure and include, but are not limited to the roof, foundation, and heating system.

9. Miscellaneous:

(a) This Contract shall be binding upon the parties hereto, and their respective successors and assignees. All agreements, representations and warranties by the respective parties contained here are intended to and shall remain true and correct as of the Closing, shall be deemed to be material, and shall survive the delivery of the Deed and transfer of title. Any covenants and conditions herein that must be operative after delivery of the Deed to be effective shall be so operative and shall not be deemed to have been merged in the Deed.

(b) This Contract contains all of the covenants, conditions and agreements between the parties with respect to the subject matter hereof and shall supersede all prior correspondence, agreements and understandings, both oral and written to the extent related to the subject matter hereof. The parties intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any proceeding involving this Contract. This Contract may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective hereunder unless given in writing, and waiver shall not be inferred from any conduct of either party.

(c) All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, or by deposit in the United States mail, registered or certified mail, postage prepaid. All such notices shall be addressed to the applicable party at its address set forth on the signature page hereof. The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed received upon delivery if delivered by hand or by overnight delivery service or by facsimile transmission, or three (3) days after being sent by registered or certified mail (unless a signed receipt evidences earlier delivery).

(d) In construing this Contract, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Contract. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. All exhibits attached hereto are incorporated in this Contract by reference thereto.

(e) Time is of the essence of every provision herein contained. Whenever the date or deadline for any action to be taken is not a business day, the relevant date or deadline shall be the next business day.

(f) This Contract shall be governed by the laws of the State of Ohio. The parties agree that the Lake County Court of Common Pleas shall have exclusive jurisdiction regarding any disputes arising

out of this agreement.

(g) Each party represents to the other that no broker or finder has been engaged who may claim a fee or commission in connection with the transaction contemplated hereby.

(h) If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, or enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Real Estate Purchase Contract to be executed by their respective duly authorized representatives as of the date set forth below.

SELLER:

Board of Lake County Commissioners:
105 Main Street
Painesville, Ohio 44077

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

Village of Madison
33 East Main Street
Madison, Ohio 44057

By: _____

Name: _____

Title: _____

Date: _____

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS THAT the BOARD OF LAKE COUNTY COMMISSIONERS, the Grantor, claiming title by and through Volume 512, Page 396, Document No. 353059 of the Lake County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars No Cents (\$10.00) received to its full satisfaction of the VILLAGE OF MADISON, OHIO, the Grantee, whose tax mailing address will be 33 East Main Street, Madison, Ohio 44057, does:

GIVE, GRANT, BARGAIN, REMISE, RELEASE AND FOREVER QUIT-CLAIM unto the said Grantee, its heirs and assigns, all right, title and interest as said Grantor has in and to the following described premises situated in the Village of Madison, County of Lake, and State of Ohio:

See Exhibit "A" attached hereto Permanent Parcel No. 02-A-006-A-01-001-0.

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the ____ day of _____, 2021.

GRANTOR:

BOARD OF LAKE COUNTY COMMISSIONERS

By: Jason Boyd, County Administrator
Its Authorized Representative

STATE OF OHIO)
) ss.
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jason Boyd, the authorized representative and Administrator for the Board of Lake County Commissioners, the Grantor, whose identity was known or proven to me, and signed the foregoing Instrument and acknowledged the signing hereto to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Painesville, Ohio, this _____ day of _____, 2021.

NOTARY PUBLIC

This Instrument Prepared By:

Michael L. DeLeone, Esq.
Assistant County Prosecutor
105 Main Street
P.O. Box 490
Painesville, Ohio 44077
(440) 350-2683

Situated in the Village of Madison, County of Lake and State of Ohio known as being part of Lots 75 and 76, Harvey Survey of Lot 3, Tract 1 in said Village and is bounded and described as follows:

Beginning in the centerline of Lake Street, where the same is intersected by the northerly right of way line of the New York Central Railroad:

Thence along the north line of land of New York Central Railroad, North 76 degrees and 53 minutes East, a distance of 283.52 feet to a point of curve:

Thence continuing along the northerly line of land of said Railroad, on the arc of a circle deflecting to the left, the radius of which is 10699.74 feet, the chord of which bears North 74 degrees and 41 minutes East, and is 821.48 feet long, a distance of 821.68 feet on the arc, to a point of tangent:

Thence continuing along the northerly line of land of New York Central Railroad, North 72 degrees and 29 minutes East, a distance of 328.17 feet to an iron pipe stake in the west line of Lot 2, Tract 1:

Thence along the west line of Lot 2, North 00 degrees and 51 minutes East, a distance of 237.22 feet to an iron pipe stake in a southerly line of land of G. Thomas, as recorded in Vol. 422, page 612, Lake County Deed Records:

Thence along the south line of land of the said Thomas, North 89 degrees and 09 minutes West, a distance of 499.26 feet to an iron pipe stake in an east line of land of Perfection Pipe Nipple Company, as recorded in Vol. 262, page 188 of the Lake County Deed Records:

Thence along the above mentioned east line, South 00 degrees and 51 minutes West, a distance of 229.72 feet to an iron pipe stake in the southeast corner of land of Perfection Pipe Nipple Company:

Thence along the southerly line of land of Perfection Pipe Nipple Company, North 89 degrees, 12 minutes and 30 seconds West, a distance of 227.14 feet to an iron pipe stake:

Thence continuing along the southerly line of land of Perfection Pipe Nipple Company, South 68 degrees, 53 minutes and 20 seconds West, a distance of 131.60 feet to an iron pipe stake:

Thence by a line which bears South 00 degrees and 36 minutes West, a distance of 204.48 feet to an iron pipe stake:

Thence on the arc of a circle, deflecting to the right, the radius of which is 10680.31 feet, the chord of which bears South 76 degrees, 14 minutes and 31 seconds West and is 239.12 feet long, a distance of 239.12 feet, measured on the arc to an iron pipe stake in the southeast corner of land of Perfection Pipe Nipple Company, as recorded in Vol. 267, page 412 of the Lake County Deed Records:

Thence along the southerly line of land of the said Perfection Pipe Nipple Company, South 76 degrees and 53 minutes West, a distance of 305.72 feet to the centerline of Lake Street:

Thence along the centerline of Lake Street, South 00 degrees and 36 minutes West, a distance of 20.00 feet to the place of beginning and containing 5.555 acres of land as surveyed and described by R.C. Dillworth, Reg. Surveyor No. 4215, Crabbs Surveying Service...

Excepting therefrom Exhibit " " Document # _____
P.P.# _____

AUDITOR'S OFFICE USE ONLY

SCANNED
 OWNER OCCUPANCY
 HOMESTEAD

DTE-100EX
 Rev. 1/14

**Statement of Reason for Exemption From
 Real Property Conveyance Fee**

Ohio Revised Code section 319.202 and 319.54(G)(3)

FOR COUNTY AUDITOR'S USE ONLY			Date	Co. no.	Number
Instr.	Tax. district no.	Tax list	Land	Bldg.	Total 0.00

DTE code number _____ Split/new plat _____ Remarks _____
 Property located in _____ taxing district _____
 Name on tax duplicate _____ Tax duplicate year _____
 Acct. or permanent parcel no. _____ Map book _____ Page _____
 Description _____

The Following Must Be Completed by Grantee or His/Her Representative

Type or print all information. See instructions on reverse.

1. Grantor's name Board of Lake County Commissioners Phone (440) 350-2745
2. Grantee's name Village of Madison, Ohio Phone _____
 Grantee's address 33 East Main Street, Madison, Ohio 44057
3. Address of property 81 Samuels, Madison, Ohio 44057
4. Tax billing address 33 East Main Street, Madison, Ohio 44057

5. No conveyance fees shall be charged because the real property is transferred:
- a) to or from the United States, this state or any instrumentality, agency or political subdivision of the United States or this state.
 - b) solely in order to provide or release security for a debt or obligation.
 - c) to confirm or correct a deed previously executed and recorded.
 - d) to evidence a gift, in any form, between husband and wife, or parent and child, or the spouse of either.
 - e) on sale for delinquent taxes or assessments.
 - f) pursuant to court order, to the extent that such transfer is not the result of a sale effected or completed pursuant to such order.
 - g) pursuant to a reorganization of corporations or unincorporated associations or pursuant to the dissolution of a corporation, to the extent that the corporation conveys the property to a stockholder as a distribution in kind of the corporation's assets in exchange for the stockholder's shares in the dissolved corporation.
 - h) by a subsidiary corporation to its parent corporation for no consideration, nominal consideration or in sole consideration of the cancellation or surrender of the subsidiary's stock.
 - i) by lease, whether or not it extends to mineral or mineral rights, unless the lease is for a term of years renewable forever.
 - j) when the value of the real property or interest in real property conveyed does not exceed \$100.
 - k) of an occupied residential property being transferred to the builder of a new residence when the former residence is traded as part of the consideration for the new residence.
 - l) to a grantee other than a dealer in real property, solely for the purpose of and as a step in, its prompt sale to others.
 - m) to or from a person when no money or other valuable and tangible consideration readily convertible into money is paid or to be paid for the real estate and the transaction is not a gift.
 - n) to an heir or devisee, between spouses or to a surviving spouse, from a person to himself and others, to a surviving tenant, or on the death of a registered owner.
 - o) to a trustee acting on behalf of minor children of the deceased.
 - p) of an easement or right-of-way when the value of the interest conveyed does not exceed \$1,000.
 - q) of property sold to a surviving spouse pursuant to Ohio Revised Code section (R.C.) 2108.18.
 - r) to or from an organization exempt from federal income under Internal Revenue Code section 501(c)(3), provided such transfer is without consideration and is in furtherance of the charitable or public purpose of such organization.
 - s) among the heirs at law or devisees, including a surviving spouse of a common decedent, when no consideration in money is paid or to be paid for the real property.
 - t) to a trustee of a trust, when the grantor of the trust has reserved an unlimited power to revoke the trust.
 - u) to the grantor of a trust by a trustee of the trust, when the transfer is made to the grantor pursuant to the exercise of the grantor's power to revoke the trust or to withdraw trust assets.
 - v) to the beneficiaries of a trust if the fee was paid on the transfer from the grantor of the trust to the trustee or pursuant to trust provisions that became irrevocable at the death of the grantor.
 - w) to a corporation for incorporation into a sports facility constructed pursuant to R.C. section 307.696[307.69.6].
 - x) between persons pursuant to R.C. section 5302.18.
 - y) from a county land reutilization corporation organized under R.C. section 1724 to a third party.
6. Has the grantor indicated that this property is entitled to receive the senior citizen, disabled person or surviving spouse homestead exemption for the preceding or current year? Yes No If yes, complete form DTE 101.
7. Has the grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No If yes, complete form DTE 102.
8. Application for owner-occupancy (2.5% on qualified levies) reduction. (Notice: Failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed.) Will this property be grantee's principal residence by Jan. 1 of next year? Yes No If yes, is the property a multi-unit dwelling? Yes No

I declare under penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief it is a true, correct and complete statement.

Signature of grantee or representative _____

Date _____

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS THAT the BOARD OF LAKE COUNTY COMMISSIONERS, the Grantor, claiming title by and through Volume 512, Page 396, Document No. 353059 of the Lake County Recorder's Office, for valuable consideration thereunto given, received to its full satisfaction of the Board of Lake County Commissioners, the Grantee, whose tax mailing address will be 105 Main Street, Painesville, Ohio 44077, does:

GIVE, GRANT, BARGAIN, REMISE, RELEASE AND FOREVER QUIT-CLAIM unto the said Grantee, its heirs and assigns, all right, title and interest as said Grantor has in and to the following described premises situated in the Village of Madison, County of Lake, and State of Ohio:

See Exhibit "A" attached hereto out of Permanent Parcel No. 02-A-006-A-01-001-0.

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the ____ day of _____, 2021.

GRANTOR:

BOARD OF LAKE COUNTY COMMISSIONERS

By: Jason Boyd, County Administrator
Its Authorized Representative

STATE OF OHIO)
) ss.
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jason Boyd, the authorized representative and Administrator for the Board of Lake County Commissioners, the Grantor, whose identity was known or proven to me, and signed the foregoing Instrument and acknowledged the signing hereto to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Painesville, Ohio, this ____ day of _____, 2021.

NOTARY PUBLIC

This Instrument Prepared By:

Michael L. DeLeone, Esq.
Assistant County Prosecutor
105 Main Street
P.O. Box 490
Painesville, Ohio 44077
(440) 350-2683

BOARD OF LAKE COUNTY COMMISSIONERS
P.P.N. 02-A-006-A-01-001-0
EXHIBIT "A"
MARCH 17, 2021

LEGAL DESCRIPTION OF A
0.521 ACRE (22,675.85 SQ. FT.) LOT SPLIT

Situated in the Village of Madison, County of Lake, State of Ohio and known as being part of Lot 3, Tract 1 in Township 11 North, Range 6 West of the Connecticut Western Reserve and further described as follows:

Beginning at a five eighths inch (5/8") iron pin found within a monument box located along the centerline of Lexington Boulevard, sixty feet (60') in width, as recorded in Lexington Reserve Number 1, Plat Volume Y, Page 12 of the Lake County Plat Records, said pin being referenced by a five eighths inch (5/8") iron pin found within a monument box located north 89°26'36" west a distance of 195.15 feet, thence along the centerline of Lexington Boulevard, south 89°26'36" east a distance of 59.46 feet to the centerline of Lake Street (S.R. 528) fifty feet (50') in width, thence along the centerline of Lake Street south 00°33'36" west a distance of 1,604.24 feet to the intersection of the centerline of Lake Street and the projection of the northerly line of Samuel Street, (19.43') in width, as described in Madison Village Ordinance Number 16-1965, thence along the northerly line of Samuel Street, north 76°53'00" east, passing through the east line of Lake Street at 25.73 feet, a total distance of 279.79 feet to a point of curvature, thence along an arc of a curve to the left, said curve having a radius of 10,680.31 feet, a tangent of 294.13 feet, a delta angle of 03°09'18", a chord length of 588.03 feet at a bearing of north 75°18'21" east, passing along the southerly lines of lands conveyed to 222 Lake LLC as recorded in Lake County Document number 2017R03021, P.P.N.'s 02-A-006-A-01-005-0 and 02-A-006-A-01-003 at an arc lengths of 26.95 and 266.23 feet respectively, and passing along the southerly line of lands conveyed to The Board of Lake County Commissioners, as recorded in Lake County Volume 0512, Page 0396 (1960), P.P.N. 02-A-006-A-01-001-0, (point being referenced by a 5/8" iron pin found south 1.07 feet, west 0.22 feet) a total arc distance of 588.10 feet to a Mag Spike Set. Said point being the PRINCIPLE POINT OF BEGINNING.

COURSE 1: Thence leaving the northerly line of Samuel Street and passing through an existing building approximately 28 feet from the southeastern most corner, North 16°16'18" West, a distance of 110.00 Feet, to a Mag Spike set;

COURSE 2: Thence North 51°51'54" East, a distance of 92.24 Feet, to an Iron Pin set at a southeasterly corner of lands conveyed to said 222 Lake LLC, also recorded in Lake County Document Number 2017R003021, P.P.N. 02-A-006-A-01-004-0;

BOARD OF LAKE COUNTY COMMISSIONERS, CONTINUED
LEGAL DESCRIPTION OF A
0.521 ACRE (22,675.85 SQ. FT.) LOT SPLIT

- COURSE 3: Thence along an easterly line of said 222 Lake LLC, North 00°51'00" East, a distance of 65.00 Feet, to an Iron Pin set;
- COURSE 4: Thence leaving said easterly line, South 89°09'00" East, a distance of 77.00 Feet, to an Iron Pin set;
- COURSE 5: Thence South 00°51'00" West, a distance of 125.00 Feet, to a Mag Spike set;
- COURSE 6: Thence South 16°45'39" West, a distance of 76.19 Feet, to a Mag Spike set on the northerly line of said Samuel Street;
- COURSE 7: Thence following the northerly line of Samuel Street along a non-tangent curve to the right, said curve having a radius of 10,680.31 feet, a tangent length of 50.00 feet, a delta angle of 00°32'11", a chord length of 100.00 feet at a bearing of south 73°27'37" west, an arc distance of 100.00 Feet to the PRINCIPLE POINT OF BEGINNING. Containing an area of 22,675.85 square feet, 0.521 acre more or less.

Surveyed and described in March, 2021 by the office of the Lake County Engineer and intending to describe a lot split of lands conveyed to THE LAKE COUNTY BOARD OF COMMISSIONERS, as described in Lake County Deed Volume 0512, Page 0396 (1960), P.P.N. 02-A-006-A-01-001-0. Lot split is to become a new parcel.

All Iron Pins set are 5/8" dia. X 30" long rebar with a yellow cap marked "Lake County Surveyor". Mag Spikes are a 3/8" diameter by 4" long spike with a 1" top stamped "SURVEY MARK MAG SPIKE".

Bearings and Distances as shown are based on Lake County Deed Volume 0512, Page 0396 (1960) and are intending to denote the relationship between angles only.

PRE-APPROVED
Lake County Engineer
Tax Map Department



Bruce R. Landeg

Date: 3/17/2021

BRUCE R. LANDEG, PE PS - S 7985
CHIEF SURVEYOR FOR THE
LAKE COUNTY ENGINEER

INSTRUMENT PREPARED BY
THE OFFICE OF THE LAKE
COUNTY ENGINEER 3/04/2019

Statement of Reason for Exemption From Real Property Conveyance Fee

Ohio Revised Code section 319.202 and 319.64(G)(3)

MINIMUM DUTY USE
SCANNED
OWNER OCCUPANCY
HOMESTEAD

FOR COUNTY AUDITOR'S USE ONLY

Instr. _____	Tax. district no. _____	Tax list _____	Date _____	Co. no. _____	Number _____	Total 0.00
DTE code number _____	Property located in _____	Name on tax duplicate _____	Accl. or permanent parcel no. _____	Description _____	Split/new plat _____	Remarks _____
				Land _____	Blgd. _____	
				Phone (440) 350-2745	Phone (440) 350-2745	

The Following Must Be Completed by Grantee or His/Her Representative

1. Grantor's name Board of Lake County Commissioners Type or print all information. See instructions on reverse.

2. Grantee's name Board of Lake County Commissioners Tax duplicate year _____ taxing _____

3. Address of property 81 Samuels, Painesville, Ohio 44077 Map book _____ Page _____

4. Tax billing address 105 Main Street, Painesville, Ohio 44057

5. No conveyance fees shall be charged because the real property is transferred:
- a) to or from the United States, this state or any instrumentality, agency or political subdivision of the United States or this state.
 - b) solely in order to provide or release security for a debt or obligation.
 - c) to confirm or correct a deed previously executed and recorded.
 - d) to evidence a gift, in any form, between husband and wife, or parent and child, or the spouse of either.
 - e) on sale for delinquent taxes or assessments.
 - f) pursuant to court order, to the extent that such transfer is not the result of a sale effected or completed pursuant to such order.
 - g) pursuant to a reorganization of corporations or unincorporated associations or pursuant to the dissolution of a corporation, to the extent that the corporation conveys the property to a stockholder as a distribution in kind of the corporation's assets in exchange for the stockholder's shares in the dissolved corporation.
 - h) by a subsidiary corporation to its parent corporation for no consideration, nominal consideration or in sole consideration of the cancellation or surrender of the subsidiary's stock.
 - i) by lease, whether or not it extends to mineral or mineral rights, unless the lease is for a term of years renewable forever.
 - j) when the value of the real property or interest in real property conveyed does not exceed \$100.
 - k) of an occupied residential property being transferred to the builder of a new residence when the former residence is traded as part of the real estate and the transaction is not a gift.
 - l) to a grantee other than a dealer in real property, solely for the purpose of and as a step in, its prompt sale to others.
 - m) to or from a person when no money or other valuable and tangible consideration readily convertible into money is paid or to be paid for the real estate and the transaction is not a gift.
 - n) to an heir or devisee, between spouses or to a surviving spouse, from a person to himself and others, to a surviving tenant, or on the death of a registered owner.
 - o) to a trustee acting on behalf of minor children of the deceased.
 - p) of an easement or right-of-way when the value of the interest conveyed does not exceed \$1,000.
 - q) of property sold to a surviving spouse pursuant to Ohio Revised Code section (R.C.) 2106.16.
 - r) to or from an organization exempt from federal income under Internal Revenue Code section 501(c)(3), provided such transfer is without consideration and is in furtherance of the charitable or public purpose of such organization.
 - s) among the heirs at law or devisees, including a surviving spouse of a common decedent, when no consideration in money is paid or to be paid for the real property.
 - t) to a trustee of a trust, when the grantor of the trust has reserved an unlimited power to revoke the trust.
 - u) to the grantor of a trust by a trustee of the trust, when the transfer is made to the grantor pursuant to the exercise of the grantor's power to revoke the trust or to withdraw trust assets.
 - v) to the beneficiaries of a trust if the fee was paid on the transfer from the grantor of the trust to the trustee or pursuant to trust provisions that became irrevocable at the death of the grantor.
 - w) to a corporation for incorporation into a sports facility constructed pursuant to R.C. section 307.696[307.69.6].
 - x) between persons pursuant to R.C. section 5302.18.
 - y) from a county land reutilization corporation organized under R.C. section 1724 to a third party.
6. Grantor indicated that this property is entitled to receive the senior citizen, disabled person or surviving spouse homestead exemption or current year? Yes No
7. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
8. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
9. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
10. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
11. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
12. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
13. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
14. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
15. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
16. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
17. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
18. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
19. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
20. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
21. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
22. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
23. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
24. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
25. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
26. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
27. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
28. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
29. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
30. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
31. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
32. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
33. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
34. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
35. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
36. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
37. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
38. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
39. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
40. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
41. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
42. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
43. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
44. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
45. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
46. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
47. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
48. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
49. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
50. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
51. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
52. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
53. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
54. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
55. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
56. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
57. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
58. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
59. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
60. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
61. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
62. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
63. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
64. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
65. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
66. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
67. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
68. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
69. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
70. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
71. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
72. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
73. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
74. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
75. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
76. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
77. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
78. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
79. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
80. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
81. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
82. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
83. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
84. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
85. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
86. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
87. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
88. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
89. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
90. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
91. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
92. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
93. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
94. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
95. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
96. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
97. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
98. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
99. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No
100. Grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No

penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief it is true and correct and complete.

Grantor or representative _____

Signature of grantor or representative _____

Date _____

Signature of auditor _____

Date _____

**Instructions to Grantee or Representative for
Completing Statement of Reason for Exemption From
Real Property Conveyance Fee, DTE 100EX**

DTE 100EX
Rev. 1/14
Page 2

Complete lines 1 through 8.

WARNING: All questions must be completed to the best of your knowledge to comply with Ohio Revised Code (R.C.) section 319.202. Persons willfully failing to comply or falsifying information are guilty of a misdemeanor of the first degree (R.C. section 319.99(B)).

- Line 1** List grantor's name as shown in the deed or other instrument conveying this real property.
- Line 2** List grantee's name as shown in the deed or other instrument conveying this real property and the grantee's mailing address.
- Line 3** List address of property conveyed by street number and name.
- Line 4** List complete name and address to which tax bills are to be sent. **CAUTION:** Each property owner is responsible for paying the property taxes on time even if no tax bill is received.
- Line 5** Check one of the exemptions – (a)-(y) – as appropriate. Keep in mind that a county auditor may inspect any and all documents in connection with the submission of a conveyance to determine whether the transfer is entitled to exemption. The auditor may exercise that discretionary power by requiring additional information in the form of affidavits, deeds, trust documents, purchase agreements, closing statements, court orders, resolutions from corporate boards of directors, articles of incorporation, Internal Revenue Service exemption certificates, or in any other form deemed necessary by the auditor that sufficiently substantiates the claim for exemption.
- Line 6** If the grantor has indicated that the property to be conveyed will receive the senior citizen, disabled person or surviving spouse homestead exemption for the preceding or current tax year under R.C. section 323.152(A), grantor must complete DTE 101 or submit a statement that complies with the provisions of R.C. section 319.202(A)(2), and the grantee must submit such form to the county auditor along with this statement.
- Line 7** If the grantor has indicated that the property to be conveyed was qualified for current agricultural use valuation for the preceding or current tax year under R.C. section 5713.30, the grantor must complete DTE 102 or a statement that complies with R.C. section 319.202(B)(2), and the grantee must submit such form to the county auditor along with this statement.
- Line 8** Complete line 8 (application for owner occupancy – 2½% reduction on qualified levies) only if the parcel is used for residential purposes. To receive the owner occupancy tax reduction for next year, you must own and occupy your home as your principal place of residence (domicile) on Jan. 1 of that year. A homeowner and spouse may receive this reduction on only one home in Ohio. Failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed.

Madison Village
Purchase Requisition

APR 16 7:21 AM 10:53
 Madison Village Fiscal Officer

Vendor Name: Baker & Associates. LTB _____

PO# _____

Address: 19425 County Hwy 4 _____

DATE April 16, 2021

City, State, Zip: Carey, Ohio 43316 _____

Phone: 1-330-961-1087

FAX:

Description _____ Account# _____ Quantity _____ Amount _____

<u>Rebuild rotating assembly on Raw Pump # 1</u>		<u>1</u>	<u>3100.00</u>
<u>I have priced out different options and feel that</u>			
<u>This is the best at this time</u>			
<u>Purchase new rotating assembly 4230.00</u>			
<u>Purchase new Cornell pump 6700.00</u>			
<u>Purchase new Gorman Rupp 7600.00</u>			
<u>I was not quoted shipping, sales rep told me he</u> <u>Would be here the day we remove our part</u> <u>And transport to repair site</u>			

Shipping:

TOTAL: 3100.00

Requisitioned by: J. Borsi

Funds Certified: _____

Dept. Head: *James Borsi*

Admin/Mayor: Council
Approval Needed