



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

# MADISON VILLAGE COUNCIL

October 25, 2021

7:00 pm Regular Council Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

PUBLIC HEARING

MINUTES

(from September 27, 2021 Council Meeting)

(from October 14, 2021 Special Council Meeting)

FIRST HEARING OF PERSONS BEFORE COUNCIL

(Limited to 5 minutes per guest)

## LEGISLATION BEFORE COUNCIL:

- Pay Ordinance: #2454

## OLD LEGISLATION:

None

## NEW LEGISLATION:

**ORDINANCE NO. 30-2021: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE WITH NORTHSTAR TOWERS, LLC FOR AN AREA OF 6,400 SQUARE FEET LOCATED AT 81 SAMUEL STREET; AND DECLARING AN EMERGENCY. (1<sup>st</sup> Reading)**

**ORDINANCE NO. 31-2021: AN ORDINANCE PROVIDING FOR ADDITIONAL PERMANENT APPROPRIATIONS AND ADJUSTMENTS TO VARIOUS LINE ITEMS FOR THE CURRENT EXPENSES AND FOR OTHER EXPENDITURES OF THE VILLAGE OF MADISON, OHIO, FOR THE PERIOD BEGINNING JANUARY 1, 2021 TO AND INCLUDING DECEMBER 31, 2021, AND DECLARING AN EMERGENCY. (1<sup>st</sup> Reading)**

**RESOLUTION NO. 16-2021: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LAKE COUNTY LAND REUTILIZATION CORPORATION; AND DECLARING AN EMERGENCY. (1<sup>st</sup> Reading)**

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

**A purchase order in the amount of \$8,114.00 to DK Heating & Sons Inc. for heating and cooling at the road garage (81 Samuel Street).**

**A purchase order to A-M Construction in the amount of \$3,000.00 for repair on the salt dome (steel frame building).**

**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**

Sun. Oct. 31 <sup>st</sup>	Trunk or Treat 4:00 – 6:00 pm
Sun. Oct. 31 <sup>st</sup>	Trick or Treat 6:00 – 8:00 pm
Mon. Nov. 8 <sup>th</sup>	Council Meeting 7:00 pm
Thurs. Nov. 11 <sup>th</sup>	Veterans Day (Village Hall Closed)
Thurs. Nov. 18 <sup>th</sup>	P & Z Mtg. 7:00 pm
Mon. Nov. 22 <sup>nd</sup>	C.O.W. 6:30 pm
Mon. Nov. 22 <sup>nd</sup>	Council Mtg. 7:00 pm
Thurs. Nov. 25 <sup>th</sup>	Thanksgiving Day (Village Hall Closed)
Thurs. Nov. 26 <sup>th</sup>	Day after Thanksgiving (Village Hall Closed)

VILLAGE OF MADISON  
Regular Council Meeting  
September 27, 2021

**RECORD OF PROCEEDINGS**

Mayor Britton called the meeting to order at 7:00PM.

Mayor Britton invited all in attendance to join in the Pledge of Allegiance to the Flag. Mayor Britton requested that everyone observe a moment of silence. Council Members Mr. Adams, Mr. Donaldson, Mr. Frager, and Mr. Vest were in attendance. Also in attendance were Administrator Mr. Bailey, Law Director Mr. Szeman (via telephone), Fiscal Officer Kristie Crockett, Village Engineer Eric Haibach and Chief of Police Troy McIntosh. Mr. Lee arrived late.

**PUBLIC HEARING:**

Mayor Britton opened the public hearing at 7:02 pm regarding:

**ORDINANCE NO. 23-2021: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, PART SEVEN – PLANNING AND ZONING, SECTION 4.3(f)(155), TO ALLOW “VEHICLE REPAIR, MAJOR” AS A CONDITIONALLY PERMITTED USE IN THE B-4, INTERSTATE BUSINESS DISTRICT.**

Mayor Britton opened the floor for comments, of which none were received.

Mayor Britton closed the public hearing at 7:03 pm.

**MINUTES**

Mayor Britton announced minutes to be approved for the Council Meeting held on September 13, 2021.

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

Questions/Discussions – None

Roll call on approval, .3 yeas. Mr. Donaldson abstained. Motion carried.

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

**PAY ORDINANCE**

Mayor Britton presented Pay Ordinance No. 2453: \$65,593.42 for payroll and \$83,483.72 for current and upcoming expenses, for a total of \$149,077.14.

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

Questions/Discussions

Roll call on approval, 4 yeas. Motion carried.

Mr. Lee arrived at 7:03 pm.

**OLD LEGISLATION:**

**ORDINANCE NO. 15-2021: AN ORDINANCE ADOPTING A REVISED INVESTMENT POLICY FOR THE VILLAGE OF MADISON; AND DECLARING AN EMERGENCY.**

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

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

Questions/Discussion: None

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

**ORDINANCE NO. 23-2021: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, PART SEVEN – PLANNING AND ZONING, SECTION 4.3(f)(155), TO ALLOW “VEHICLE REPAIR, MAJOR” AS A CONDITIONALLY PERMITTED USE IN THE B-4, INTERSTATE BUSINESS DISTRICT.** (3<sup>rd</sup> Reading)

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

Questions/Discussion: Mr. Bailey confirmed that this pertains to the property on R.W. Parkway.

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

**NEW LEGISLATION:**

**ORDINANCE NO. 29-2021: AN ORDINANCE PROVIDING FOR ADDITIONAL PERMANENT APPROPRIATIONS AND ADJUSTMENTS TO VARIOUS LINE ITEMS FOR THE CURRENT EXPENSES AND FOR OTHER EXPENDITURES OF THE VILLAGE OF MADISON, OHIO, FOR THE PERIOD BEGINNING JANUARY 1, 2021 TO AND INCLUDING DECEMBER 31, 2021, AND DECLARING AN EMERGENCY.** (1<sup>st</sup> Reading) (CDBG Pass-thru)

A motion for suspension made by Mr. Vest, seconded by Mr. Frager.

Questions/Discussion: None

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

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

Questions/Discussion: Administrator Bailey stated that the amount total is just under \$35,000.00.

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

**RESOLUTION NO. 14-2021: A RESOLUTION RECOGNIZING THE KIWANIS CLUB OF MADISON, OHIO** (1<sup>st</sup> Reading)

Administrator Bailey explained that this resolution is in recognition for a project the Club did at the Madison Senior Center.

A motion for suspension made by Mr. Vest, seconded by Mr. Frager.

Question/Discussion: None

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

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

Questions/Discussion: None

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

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

**ADMINISTRATOR'S REPORT:**

➤ **Engineer's report –**

Mr. Haibach reported that he and Shawn Aiken (CT Consultants) had a zoom meeting earlier in the day with their environmental reviewer for the sanitary sewer interconnect project. Mr. Haibach stated that he believes they are making forward progress with the last required approval, which is the environmental review from the EPA. He stated that the financing for this project is already in order as well as the permit to install.

Mr. Haibach reported that a wetland delineation was done just south of the Madison Senior Center for the Wetland/Conservation project. He is hopeful that we will be able to use this delineation for our project. He is waiting for the approval from the EPA on this. If the EPA does not approve this delineation, a new one will have to be performed.

Mr. Haibach went on to state that there are some concerns regarding an archeological review on the property behind the candy store, along the creek at the corner of St. Rt. 528 & Middle Ridge Roads. He does think that this can be simplified because this property has been cultivated farmland for years, which historical photos can verify. He stated that we will have to have the services of an

archeologist to determine if there are any deeper archeological values there.

He feels that the chances are low on this, however; we now know what needs to be done in order to satisfy the EPA.

Mr. Haibach stated that another requirement is that all residents that are impacted by the interconnect whether positive or negative are kept well informed of what is going on.

Mr. Haibach stated that he is hopeful that he can advertise this project by November.

In closing, Mr. Haibach reported that he plans on having a preconstruction meeting regarding the paving project on Davey Court. He will provide updates as they become available.

➤ **Fiscal Officer's report –**

Mrs. Crockett reported that due to her family medical issue, she is working from home.

She will have the budget packets out to the department heads this week.

She will be taking her required CPIM courses remotely this week as well.

➤ **Police Chief's report –**

Chief McIntosh reported that the department is still running a little short staffed due to injuries and sick leaves. However; one of the full-time officers is back after several weeks off.

Sergeant Covert will be leaving in two weeks, currently interviews have started for the open position. He stated that he will be requesting a special meeting prior to the next scheduled Council meeting in order to hire a new officer.

He reported that they have scheduled range requalification's for next Friday October 8, 2021, which will also be Sgt. Covert's last day. With his departure, a new officer will need to attend range instructor's school. A brief discussion took place regarding the qualifications for a Range Officer.

Chief McIntosh stated he will look into purchasing another speed detection sign.

➤ **Administrator's report –**

Administrator Bailey reported that Trunk or Treat will be held on October 31, 2021 from 4 – 6 pm behind the old fire station with Trick or Treating to follow from 6 – 8 pm.

He reported that the M.C.I.C. is sponsoring a bar crawl on Saturday October 30, 2021 from 5 – 8 pm. There are four different venues that are inside the DORA that will be participating.

**COMMISSION AND COMMITTEE REPORTS:**

Councilman Vest reported that the Fire Board will be holding a special meeting on Wednesday October 6, 2021 to potentially approve a bid for an addition on Station 2 for sleeping quarters and showers.

**FINAL HEARING OF PERSONS BEFORE COUNCIL:**

Bill DeBus (The News Herald) – Mr. DeBus asked for explanation regarding the zoning change in the B-4 District as well as information pertaining to the potential new business in that area.

**NEW BUSINESS**

**Mayor's Report:** - None

**ADJOURNMENT**

Motion to adjourn at 7:27 pm made by Mr. Vest, seconded by Mr. Lee.  
Roll call on adjournment, 5 yeas. Meeting adjourned.

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

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

\_\_\_\_\_  
DATE

Attested:

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

\_\_\_\_\_  
DATE

VILLAGE OF MADISON  
Special Council Meeting  
October 14, 2021

**RECORD OF PROCEEDINGS**

Councilman Vest called the meeting to order at 6:00PM.

Councilman Vest invited all in attendance to join in the Pledge of Allegiance to the Flag, requested that everyone observe a moment of silence. Council Members Mr. Adams, Mr. Frager, Mr. Lee and Mr. Vest were in attendance. Also in attendance were Administrator Mr. Bailey, Law Director Mr. Szeman, (by phone) and Chief of Police Troy McIntosh. Mayor Britton and Mr. Donaldson were not in attendance. Fiscal Officer Kristie Crockett & Village Engineer Eric Haibach were excused from the meeting.

**MINUTES**

N/A

**PUBLIC HEARING:** None

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

**PAY ORDINANCE**

N/A

**OLD LEGISLATION:** None

**NEW LEGISLATION:**

**RESOLUTION NO. 15-2021: A RESOLUTION CONFIRMING THE APPOINTMENT OF MICHAEL J. HARRIS TO THE POSITION OF FULL TIME PATROL OFFICER; AND DECLARING AN EMERGENCY.** (1<sup>st</sup> Reading)

A motion for suspension made by Mr. Adams, seconded by Mr. Lee.

Questions/Discussion: None

Roll call on the motion: 4 yeas. Motion carried.

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

Questions/Discussion: Chief McIntosh thanked Council for this special meeting. He provided a brief background on Patrolman Harris. Mr. Harris is working through the last of his pre-employment tasks, which should come back on October 15, 2021. This would allow him to start his training on Monday October 18, 2021.

Roll call on the motion: 4 yeas. Motion carried.

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

**ADMINISTRATOR'S REPORT:**

- **Engineer's report – N/A**
- **Fiscal Officer's report – N/A**
- **Police Chief's report – N/A**
- **Administrator's Report – N/A**

**COMMISSION AND COMMITTEE REPORTS:** None

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

**NEW BUSINESS**

**Mayor's Report: - N/A**

**ADJOURNMENT**

Motion to adjourn at 6:04 pm made by Mr. Adams, seconded by Mr. Lee.  
Roll call on adjournment, 4 yeas. Meeting adjourned.

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

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

\_\_\_\_\_  
DATE

Attested:

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

\_\_\_\_\_  
DATE



**PAY ORDINANCE 2454**

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An Ordinance to Pay Certain Claims Therein Mentioned:

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

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

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<b>Payroll:</b>	<b>\$ 73,929.93</b>
<b>Payables:</b>	<b>\$ 164,246.84</b>

<b>Grand Total for Pay Ordinance 2454</b>	<b>\$ 238,176.77</b>
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*And the Fiscal Officer is hereby authorized and directed to draw a warrant for the several amounts designated above. Upon the receipt of proper vouchers for the same*

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

***Passed this 25th day of October, 2021.***

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Kristie M. Crockett,  
Fiscal Officer

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Sam Britton Jr.,  
Mayor

## Payment Listing

9/25/2021 to 10/22/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
671-2021	10/01/2021	09/29/2021	EP	KELLY L ANDERSON	\$1,018.81	0
672-2021	10/01/2021	09/29/2021	EP	ANTHONY ANZELC	\$447.45	0
673-2021	10/01/2021	09/29/2021	EP	CAROL BILLETTER	\$1,074.43	0
674-2021	10/01/2021	09/29/2021	EP	SUSAN L. BRITTON	\$146.97	0
675-2021	10/01/2021	09/29/2021	EP	RICHARD BROOKS	\$404.38	0
676-2021	10/01/2021	09/29/2021	EP	JASON L. CHAPMAN	\$2,041.00	0
677-2021	10/01/2021	09/29/2021	EP	DOUGLAS M. COVERT	\$1,630.62	0
678-2021	10/01/2021	09/29/2021	EP	KRISTIE M. CROCKETT	\$1,413.35	0
679-2021	10/01/2021	09/29/2021	EP	GABRIELLE E CROUCH	\$929.66	0
680-2021	10/01/2021	09/29/2021	EP	JESSE A CUDNIK	\$1,225.84	0
681-2021	10/01/2021	09/29/2021	EP	JENNIFER GAMIERE	\$1,165.22	0
682-2021	10/01/2021	09/29/2021	EP	RICHARD GIFFIN SR.	\$1,313.75	0
683-2021	10/01/2021	09/29/2021	EP	KRISTINE N. GRAFTON	\$954.52	0
684-2021	10/01/2021	09/29/2021	EP	SCOTT GUBANYAR	\$956.68	0
685-2021	10/01/2021	09/29/2021	EP	JANNELLE M JIROUSEK	\$1,130.63	0
686-2021	10/01/2021	09/29/2021	EP	MELISSA KIRK	\$458.55	0
687-2021	10/01/2021	09/29/2021	EP	CHRISTOPHER MILLER	\$1,084.68	0
688-2021	10/01/2021	09/29/2021	EP	DOUGLAS J PINKNEY	\$1,072.91	0
689-2021	10/01/2021	09/29/2021	EP	COLIN SCHULTZ	\$1,418.02	0
690-2021	10/01/2021	09/29/2021	EP	ROBERT A WRANSKY	\$1,617.91	0
692-2021	10/06/2021	10/06/2021	EW	IRS	\$4,130.51	0
693-2021	10/14/2021	10/14/2021	EW	OHIO DEPARTMENT OF TAXATION	\$1,613.21	0
694-2021	10/14/2021	10/14/2021	EW	RITA	\$843.71	0
695-2021	10/14/2021	10/14/2021	EW	RITA	\$128.53	0
696-2021	10/14/2021	10/14/2021	EW	State of Ohio - Geneva School Tax	\$70.54	0
697-2021	10/14/2021	10/14/2021	EW	State of Ohio - School Tax	\$69.26	0
698-2021	10/15/2021	10/14/2021	EP	KELLY L ANDERSON	\$1,018.81	0
699-2021	10/15/2021	10/14/2021	EP	ANTHONY ANZELC	\$465.09	0
700-2021	10/15/2021	10/14/2021	EP	CAROL BILLETTER	\$1,128.85	0
701-2021	10/15/2021	10/14/2021	EP	SUSAN L. BRITTON	\$157.53	0
702-2021	10/15/2021	10/14/2021	EP	RICHARD BROOKS	\$421.69	0
703-2021	10/15/2021	10/14/2021	EP	JASON L. CHAPMAN	\$2,027.40	0
704-2021	10/15/2021	10/14/2021	EP	DOUGLAS M. COVERT	\$1,826.29	0
705-2021	10/15/2021	10/14/2021	EP	KRISTIE M. CROCKETT	\$1,413.35	0
706-2021	10/15/2021	10/14/2021	EP	GABRIELLE E CROUCH	\$929.66	0
707-2021	10/15/2021	10/14/2021	EP	JESSE A CUDNIK	\$1,297.34	0
708-2021	10/15/2021	10/14/2021	EP	DONALD J EZZONE	\$186.75	0
709-2021	10/15/2021	10/14/2021	EP	DUANE H. FRAGER	\$393.30	0
710-2021	10/15/2021	10/14/2021	EP	JENNIFER GAMIERE	\$1,185.45	0
711-2021	10/15/2021	10/14/2021	EP	RICHARD GIFFIN SR.	\$1,509.45	0
712-2021	10/15/2021	10/14/2021	EP	KRISTINE N. GRAFTON	\$954.52	0
713-2021	10/15/2021	10/14/2021	EP	SCOTT GUBANYAR	\$884.51	0
714-2021	10/15/2021	10/14/2021	EP	JANNELLE M JIROUSEK	\$1,098.00	0
715-2021	10/15/2021	10/14/2021	EP	MELISSA KIRK	\$458.55	0
716-2021	10/15/2021	10/14/2021	EP	GARRETT LEONBRUNO	\$51.36	0
717-2021	10/15/2021	10/14/2021	EP	CHRISTOPHER MILLER	\$1,343.20	0

## Payment Listing

9/25/2021 to 10/22/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
718-2021	10/15/2021	10/14/2021	EP	IAN M. MUSSELL	\$137.12	O
719-2021	10/15/2021	10/14/2021	EP	DOUGLAS J PINKNEY	\$1,126.52	O
720-2021	10/15/2021	10/14/2021	EP	COLIN SCHULTZ	\$1,418.02	O
721-2021	10/15/2021	10/14/2021	EP	THURSTON C SVAGERKO	\$140.55	O
722-2021	10/15/2021	10/14/2021	EP	JOSEPH P. SZEMAN	\$847.74	O
723-2021	10/15/2021	10/14/2021	EP	ROBERT A WRANSKY	\$1,368.34	O
725-2021	10/18/2021	10/18/2021	EW	IRS	\$4,467.32	O
21799	10/01/2021	09/29/2021	PR	DWAYNE BAILEY	\$2,109.20	O
21800	10/01/2021	09/29/2021	PR	JAMES BORSI	\$1,024.79	O
21801	10/01/2021	09/29/2021	PR	TROY A MCINTOSH	\$1,908.38	O
21802	10/01/2021	09/29/2021	PR	MICHAEL JOSEPH SMITH	\$1,027.57	O
21803	10/06/2021	10/06/2021	WH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$960.00	O
21850	10/12/2021	10/12/2021	WH	OHIO CHILD SUPPORT PAYMENT CENTRA	\$231.65	O
21851	10/12/2021	10/12/2021	WH	OPBA	\$277.05	O
21852	10/15/2021	10/14/2021	PR	HAROLD O. ADAMS JR	\$391.94	O
21853	10/15/2021	10/14/2021	PR	DWAYNE BAILEY	\$2,163.29	O
21854	10/15/2021	10/14/2021	PR	JAMES BORSI	\$1,024.79	O
21855	10/15/2021	10/14/2021	PR	JOHN S. BRITTON	\$638.91	O
21856	10/15/2021	10/14/2021	PR	DANIEL L. DONALDSON	\$391.94	O
21857	10/15/2021	10/14/2021	PR	ROBERT F LEE	\$393.03	O
21858	10/15/2021	10/14/2021	PR	TROY A MCINTOSH	\$1,908.38	O
21859	10/15/2021	10/14/2021	PR	MICHAEL JOSEPH SMITH	\$1,027.57	O
21860	10/15/2021	10/14/2021	PR	MARK VEST	\$391.94	O
21861	10/22/2021	10/22/2021	WH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$960.00	V
21861	10/22/2021	10/22/2021	WH	OHIO PUBLIC EMPLOYEES DEFERRED CO	-\$960.00	V
21862	10/22/2021	10/22/2021	WH	OHIO CHILD SUPPORT PAYMENT CENTRA	\$481.65	V
21862	10/22/2021	10/22/2021	WH	OHIO CHILD SUPPORT PAYMENT CENTRA	-\$481.65	V
21863	10/22/2021	10/22/2021	WH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$960.00	O
21864	10/22/2021	10/22/2021	WH	OHIO CHILD SUPPORT PAYMENT CENTRA	\$481.65	O
Total Payments:					\$73,929.93	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					<u>\$73,929.93</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.

**2454A**  
**2021 Payroll - Overtime Worked**  
**PPE 09/25/2021 Paydate 10/01/2021**

<b>POLICE</b>	<b>Reg OT Hours For This Pay</b>	<b>Reg. OT YTD</b>	<b>Holiday OT Hours For This Pay</b>	<b>Holiday OT YTD</b>	<b>NOTES</b>
Doug Covert		42.00		16.00	
Jesse Cudnik		104.00		60.00	
Jennifer Gamiere		75.50		46.00	
Scott Gubanyar		0.25		28.00	
Garrett Leonbruno		1.00		0.00	
Ian Mussell		0.00		12.00	
Brent Russ		0.00		3.00	
Colin Schultz		1.00		23.00	
Mike Smith		15.00		26.00	
Curt Svagerko		1.00		0.00	
Michael Thies		0.00		3.00	
Robert Wransky	22.75	55.50		3.00	9/18 Shift Cov.(6.0), 9/23 Shift cov (2.75), 9/24 Shift cov (.25), 9/25 Shift Cov (13.75)
<b>POLICE TOTAL:</b>	<b>22.75</b>	<b>295.25</b>	<b>0.00</b>	<b>220.00</b>	

<b>M&amp;R</b>	<b>NOTES</b>				
Jason Chapman	11.50	291.00	Painting, Senior Ctr, Burials, Jetting, Sewer Plant Check		
Rich Giffin	2.00	259.00	Burials, Jetting		
Josh Pinkney	3.00	164.00	Burial		
<b>M&amp;R TOTAL:</b>	<b>16.50</b>	<b>714.00</b>			

<b>WATER/SEWER</b>					
Chris Miller	6.00	201.50	Plant checks		
Jannelle Jirousek	7.50	262.50	Plant checks		
<b>WATER/SEWER TOTAL:</b>	<b>13.50</b>	<b>464.00</b>			

<b>ADMIN</b>					
		0.00			
<b>ADMIN TOTAL</b>	<b>0.00</b>	<b>0.00</b>			

<b>2021 TOTALS</b> (in hours)	<b>Regular OT This Pay</b>	<b>Regular OT YTD</b>	<b>Holiday OT This Pay - P.D.</b>	<b>Holiday OT YTD - P.D.</b>	<b>Total 2021 Overtime Hours Paid YTD including PD Holidays</b>
	52.75	1473.25	0.00	220.00	1693.25

<b>COMPARE: 2020 Totals</b> (in hours)	<b>Regular OT This Pay</b>	<b>Regular OT YTD</b>	<b>Holiday OT This Pay - P.D.</b>	<b>Holiday OT YTD - P.D.</b>	<b>Total Overtime Hours Paid YTD 2020 including PD Holidays</b>
	39.5	1319.25	0	231.5	1550.75

<b>COMPARE 2019 Totals</b> (in hours)	<b>Regular OT This Pay</b>	<b>Regular OT YTD</b>	<b>Holiday OT This Pay - P.D.</b>	<b>Holiday OT YTD - P.D.</b>	<b>Total Overtime Hours Paid YTD 2019 including PD Holidays</b>
	83.5	1348	0	230	1578

**2454B**  
**2021 Payroll - Overtime Worked**  
**PPE 10/09/2021 Paydate 10/15/2021**

<b>POLICE</b>	<b>Reg OT Hours For This Pay</b>	<b>Reg. OT YTD</b>	<b>Holiday OT Hours For This Pay</b>	<b>Holiday OT YTD</b>	<b>NOTES</b>
Doug Covert	7.00	49.00		16.00	9/26 Shift Coverage (5.0), 10/8 Range (2.0)
Jesse Cudnik	3.00	107.00		60.00	10/8 Range (3.0)
Jennifer Gamiere	3.00	78.50		46.00	10/8 Range (3.0)
Scott Gubanyar		0.25		28.00	
Garrett Leonbruno		1.00		0.00	
Ian Mussell		0.00		12.00	
Brent Russ		0.00		3.00	
Colin Schultz		1.00		23.00	
Mike Smith		15.00		26.00	
Curt Svagerko	0.75	1.75		0.00	10/8 Range (.75)
Michael Thies		0.00		3.00	
Robert Wransky	11.00	66.50		3.00	9/26 Shift Coverage (2.0), 10/2 Shift Coverage (8.0), 10/8 Late call (1.0)
<b>POLICE TOTAL:</b>	<b>24.75</b>	<b>320.00</b>	<b>0.00</b>	<b>220.00</b>	

<b>M&amp;R</b>	<b>NOTES</b>				
Jason Chapman	11.00	302.00	Footers, concrete work, asphalt project, emergency call-out/Gas, flags, cemetery mtg, water call outs		
Rich Giffin	3.00	262.00	Burial/Cemetery		
Josh Pinkney	3.00	167.00	Burial/Cemetery		
<b>M&amp;R TOTAL:</b>	<b>17.00</b>	<b>731.00</b>			

<b>WATER/SEWER</b>					
Chris Miller	21.00	222.50	Plant checks, OUPS/emergency callout, water leaks, high wet well/wwtp, vfd failure		
Jannelle Jirousek	3.00	265.50	Plant Check		
<b>WATER/SEWER TOTAL:</b>	<b>24.00</b>	<b>488.00</b>			

<b>ADMIN</b>					
		0.00			
<b>ADMIN TOTAL</b>	<b>0.00</b>	<b>0.00</b>			

<b>2021 TOTALS</b> (in hours)	<b>Regular OT This Pay</b>	<b>Regular OT YTD</b>	<b>Holiday OT This Pay - P.D.</b>	<b>Holiday OT YTD - P.D.</b>	<b>Total 2021 Overtime Hours Paid YTD including PD Holidays</b>
	65.75	1539.00	0.00	220.00	1759.00

<b>COMPARE: 2020 Totals</b> (in hours)	<b>Regular OT This Pay</b>	<b>Regular OT YTD</b>	<b>Holiday OT This Pay - P.D.</b>	<b>Holiday OT YTD - P.D.</b>	<b>Total Overtime Hours Paid YTD 2020 including PD Holidays</b>
	46	1365.25	0	231.5	1596.75

<b>COMPARE 2019 Totals</b> (in hours)	<b>Regular OT This Pay</b>	<b>Regular OT YTD</b>	<b>Holiday OT This Pay - P.D.</b>	<b>Holiday OT YTD - P.D.</b>	<b>Total Overtime Hours Paid YTD 2019 including PD Holidays</b>
	47.5	1395.5	0	230	1625.5

## Payment Listing

9/25/2021 to 10/22/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
726-2021	10/22/2021	10/22/2021	CH	VISA	\$1,287.73	0
727-2021	10/22/2021	10/22/2021	CH	TREASURER OF STATE - UAN/AUDIT	\$1,005.00	0
728-2021	10/22/2021	10/22/2021	CH	DOMINION EAST OHIO GAS	\$285.19	0
729-2021	10/22/2021	10/22/2021	CH	Time Warner Cable	\$139.99	0
730-2021	10/22/2021	10/22/2021	CH	ILLUMINATING COMPANY	\$9,496.01	0
731-2021	10/22/2021	10/22/2021	CH	GRAYBAR FINANCIAL SERVICES	\$230.00	0
732-2021	10/22/2021	10/22/2021	CH	SAM'S CLUB	\$193.54	0
734-2021	10/22/2021	10/22/2021	CH	ANDOVER BANKING CENTER	\$184.09	0
21804	10/11/2021	10/11/2021	AW	ASAP LLC	\$445.00	0
21805	10/11/2021	10/11/2021	AW	AVALON PEST CONTROL SVCS	\$89.00	0
21806	10/11/2021	10/11/2021	AW	ATWELL'S POLICE & FIRE EQUIPMENT	\$161.99	0
21807	10/11/2021	10/11/2021	AW	CARTER LUMBER	\$94.89	0
21808	10/11/2021	10/11/2021	AW	CINTAS CORPORATION LOCATION 259 / T	\$192.84	0
21809	10/11/2021	10/11/2021	AW	COVERALL NORTH AMERICA INC	\$525.00	0
21810	10/11/2021	10/11/2021	AW	CONSOLO LAW FIRM CO., LPA	\$250.00	0
21811	10/11/2021	10/11/2021	AW	DK HEATING & SONS INC	\$526.51	0
21812	10/11/2021	10/11/2021	AW	FED-EX	\$11.48	0
21813	10/11/2021	10/11/2021	AW	Gareth's Tree Service	\$1,400.00	0
21814	10/11/2021	10/11/2021	AW	GAZETTE PUBLISHING	\$45.38	0
21815	10/11/2021	10/11/2021	AW	GENEVA HARDWARE INC.	\$71.10	0
21816	10/11/2021	10/11/2021	AW	GRAND RIVER ASPHALT, INC.	\$160.58	0
21817	10/11/2021	10/11/2021	AW	HANNON ELECTRIC CO	\$765.00	0
21818	10/11/2021	10/11/2021	AW	HEMLY TOOL SUPPLY, INC.	\$96.44	0
21819	10/11/2021	10/11/2021	AW	ILLUMINATING COMPANY	\$5,856.08	0
21820	10/11/2021	10/11/2021	AW	JEFF'S MADISON AUTO WORKS	\$130.13	0
21821	10/11/2021	10/11/2021	AW	JIM DOHERTY TRUCKING, INC.	\$324.00	0
21822	10/11/2021	10/11/2021	AW	JOSEPH PETER SZEMAN, ESQ.	\$1,217.50	0
21823	10/11/2021	10/11/2021	AW	KELLY ANDERSON	\$161.28	0
21824	10/11/2021	10/11/2021	AW	LAKE COUNTY DEPT OF UTILITIES- WATER	\$42,357.30	0
21825	10/11/2021	10/11/2021	AW	LAKE COUNTY DEPT OF UTILITIES	\$465.00	0
21826	10/11/2021	10/11/2021	AW	LINK COMPUTER CORPORATION	\$760.85	0
21827	10/11/2021	10/11/2021	AW	MADISON ACE HARDWARE	\$34.56	0
21828	10/11/2021	10/11/2021	AW	MARGARET R. WELCH-KELLER	\$324.00	0
21829	10/11/2021	10/11/2021	AW	McMASTER-CARR SUPPLY CO.	\$369.76	0
21830	10/11/2021	10/11/2021	AW	NAPA AUTO PARTS	\$324.56	0
21831	10/11/2021	10/11/2021	AW	RAILROAD MANAGEMENT COMPANY IV LL	\$545.88	0
21832	10/11/2021	10/11/2021	AW	THE NEWS HERALD (SUBSCRIPTION)	\$309.50	0
21833	10/11/2021	10/11/2021	AW	OHIO UTILITIES PROTECTION SERVICE	\$8.00	0
21834	10/11/2021	10/11/2021	AW	QUADIENT INC	\$694.02	0
21835	10/11/2021	10/11/2021	AW	SHERMANS WELDING & EQUIPMENT	\$6.60	0
21836	10/11/2021	10/11/2021	AW	STAPLES BUSINESS ADVANTAGE	\$93.97	0
21837	10/11/2021	10/11/2021	AW	SUMMIT ENVIRONMENTAL TECHNOLOGIE	\$111.40	0
21838	10/11/2021	10/11/2021	AW	VECTOR SECURITY	\$33.02	0
21839	10/11/2021	10/11/2021	AW	VERIZON WIRELESS	\$280.77	0
21840	10/11/2021	10/11/2021	AW	WINDSTREAM	\$24.70	0
21841	10/11/2021	10/11/2021	AW	AMANDA LANDON	\$29.07	0



## Payment Listing

9/25/2021 to 10/22/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
21842	10/11/2021	10/11/2021	AW	CRYSTALL THOMAS	\$42.17	O
21843	10/11/2021	10/11/2021	AW	JULIANNA FELLOWS	\$2.33	O
21844	10/11/2021	10/11/2021	AW	MICHAEL CURRAN	\$52.43	O
21845	10/11/2021	10/11/2021	AW	CT CONSULTANTS	\$37,831.08	O
21846	10/11/2021	10/11/2021	AW	BEHM FAMILY FUNERAL HOME	\$12,234.00	O
21847	10/11/2021	10/11/2021	AW	TREVOR BEHM	\$6,247.20	O
21848	10/11/2021	10/11/2021	AW	MADISON HISTORICAL SOCIETY	\$16,070.98	O
21849	10/12/2021	10/12/2021	AW	LAKE COUNTY SEWER CO	\$1,975.00	O
21865	10/22/2021	10/22/2021	AW	AVALON PEST CONTROL SVCS	\$39.00	O
21866	10/22/2021	10/22/2021	AW	BOB SUMEREL TIRE COMPANY	\$487.36	O
21867	10/22/2021	10/22/2021	AW	CINTAS CORPORATION LOCATION 259 / T	\$191.34	O
21868	10/22/2021	10/22/2021	AW	CULLIGAN OF NORTHEAST OHIO	\$57.00	O
21869	10/22/2021	10/22/2021	AW	FAIRPORT HARBOR SENIOR CITIZENS CEI	\$590.00	O
21870	10/22/2021	10/22/2021	AW	GENEVA HARDWARE INC.	\$11.99	O
21871	10/22/2021	10/22/2021	AW	HEMLY TOOL SUPPLY, INC.	\$140.38	O
21872	10/22/2021	10/22/2021	AW	JEFF'S MADISON AUTO WORKS	\$115.00	O
21873	10/22/2021	10/22/2021	AW	LAKE BALANCE & CALIBRATION SERVICES	\$355.00	O
21874	10/22/2021	10/22/2021	AW	LAKE COUNTY DEPT OF UTILITIES	\$51.60	O
21875	10/22/2021	10/22/2021	AW	LAKE COUNTY DEPT OF UTILITIES- WATEI	\$2,030.77	O
21876	10/22/2021	10/22/2021	AW	MADISON ACE HARDWARE	\$130.10	O
21877	10/22/2021	10/22/2021	AW	MADISON VILLAGE WATER/SEWER	\$25.57	O
21878	10/22/2021	10/22/2021	AW	NAPA AUTO PARTS	\$170.53	O
21879	10/22/2021	10/22/2021	AW	NEWBURY TECHNOLOGIES	\$1,874.50	O
21880	10/22/2021	10/22/2021	AW	NICE & GREEN DOMINGUEZ LANDSCAPIN	\$1,440.00	O
21881	10/22/2021	10/22/2021	AW	NORTHERN SAFETY	\$54.31	O
21882	10/22/2021	10/22/2021	AW	SIEVERS SECURITY, INC.	\$181.48	O
21883	10/22/2021	10/22/2021	AW	SMITH ELECTRICAL CONTRACTING	\$8,678.00	O
21884	10/22/2021	10/22/2021	AW	SPECTRUMVoIP	\$110.42	O
21885	10/22/2021	10/22/2021	AW	STAPLES BUSINESS ADVANTAGE	\$141.09	O
21886	10/22/2021	10/22/2021	AW	THE NEWS HERALD	\$137.25	O
21887	10/22/2021	10/22/2021	AW	Time Warner Cable	\$183.38	O
21888	10/22/2021	10/22/2021	AW	VERIZON WIRELESS	\$245.44	O
21889	10/22/2021	10/22/2021	AW	WINDSTREAM	\$179.00	O
21890	10/22/2021	10/22/2021	AW	BARRISTERS OHIO	\$52.43	O
Total Payments:					\$164,246.84	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$164,246.84	

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

Payment Register Detail

9/25/2021 to 10/22/2021

Payment Advice #: 726-2021  
 Vendor / Payee: VISA  
 Type: Accounting Electronic Payment  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$1,287.73

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	SOAP, POSTAGE, OPERATING	\$155.64	\$155.64	
1.00	ADMIN	LOBBY SIGN, SEN.CTR WICKER BINS, CEM.LAWNMOWER PART	\$195.58	\$195.58	
1.00	SEWER	WASTEWATER CERTIFICATION CLASSES (BORSI), BRASS CONNECTOR	\$185.99	\$185.99	
1.00	M&R	JANITORIAL SUPPLIES	\$86.62	\$86.62	
1.00	POLICE	FUEL FOR POLICE DEPT. VEHICLES	\$663.90	\$663.90	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	CH	BC 169-2021	1000-790-420-0000	Operating Supplies and Materials	\$41.90	O
10/22/2021	10/22/2021	CH	BC 137-2021	2011-620-420-0000	Operating Supplies and Materials	\$61.70	O
10/22/2021	10/22/2021	CH	BC 183-2021	2011-620-420-0000	Operating Supplies and Materials	\$10.29	O
10/22/2021	10/22/2021	CH	BC 24-2021	2011-620-420-0210	Operating Supplies and Materials{JANITORIAL SUPPLIES}	\$14.63	O
10/22/2021	10/22/2021	CH	BC 38-2021	2031-240-432-0000	Repairs and Maintenance of Machinery & Equip	\$100.49	O
10/22/2021	10/22/2021	CH	BC 44-2021	2901-390-322-0000	Postage	\$67.20	O
10/22/2021	10/22/2021	CH	BC 175-2021	2901-390-399-0000	Other - Other Contractual Services	\$32.26	O
10/22/2021	10/22/2021	CH	BC 56-2021	2901-390-420-0000	Operating Supplies and Materials	\$17.11	O
10/22/2021	10/22/2021	CH	BC 57-2021	2901-390-420-0210	Operating Supplies and Materials{JANITORIAL SUPPLIES}	\$39.07	O
10/22/2021	10/22/2021	CH	BC 58-2021	2901-390-431-0000	Repairs and Maintenance of Buildings and Land	\$53.19	O
10/22/2021	10/22/2021	CH	BC 153-2021	2903-110-393-7000	Motor Vehicles{FUEL}	\$663.90	O
10/22/2021	10/22/2021	CH	BC 90-2021	5201-541-340-0101	Professional and Technical Services{Continuing Education}	\$180.00	O
10/22/2021	10/22/2021	CH	BC 141-2021	5201-549-420-0000	Operating Supplies and Materials	\$5.99	O
						\$1,287.73	

Payment Advice #: 727-2021  
 Vendor / Payee: TREASURER OF STATE - UAN/AUDIT  
 Type: Accounting Electronic Payment  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$1,005.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	UAN - QUARTERLY FEES		\$1,005.00	\$1,005.00	121661

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	CH	PO 106-2021	1000-745-343-0000	Uniform Accounting Network Fees	\$1,005.00	O
						\$1,005.00	

Payment Advice #: 728-2021  
 Vendor / Payee: DOMINION EAST OHIO GAS  
 Type: Accounting Electronic Payment  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$285.19

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	177 SAMU	7441400357585	\$44.45	\$44.45	
1.00	WATER PI	6441400357602	\$44.45	\$44.45	
1.00	133 SAMU	9500034787888	\$47.78	\$47.78	



**Payment Register Detail**

9/25/2021 to 10/22/2021

1.00	33 E MAIN	9441400357567			\$49.67	\$49.67
1.00	33 LAKE S	5500063314049			\$44.99	\$44.99
1.00	SENIOR C	4441400357579			\$53.85	\$53.85

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	CH	PO 3-2021	1000-710-313-0000	Natural Gas	\$24.83	O
10/22/2021	10/22/2021	CH	PO 64-2021	2011-620-313-0000	Natural Gas	\$92.23	O
10/22/2021	10/22/2021	CH	PO 136-2021	2901-330-313-0000	Natural Gas	\$53.85	O
10/22/2021	10/22/2021	CH	PO 3-2021	2903-110-313-0000	Natural Gas	\$69.83	O
10/22/2021	10/22/2021	CH	PO 3-2021	5101-531-313-0000	Natural Gas	\$44.45	O
						\$285.19	

<b>Payment Advice #:</b> 729-2021	<b>Status:</b> Outstanding
<b>Vendor / Payee:</b> Time Warner Cable	<b>Post Date:</b> 10/22/2021
<b>Type:</b> Accounting Electronic Payment	<b>Transaction Date:</b> 10/22/2021
<b>Purpose:</b>	<b>Original Amount:</b> \$139.99

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		INTERNET LINE FOR P.D. TO TOWNSHIP	\$139.99	\$139.99	326737201092021

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	CH	PO 14-2021	2903-110-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$139.99	O
						\$139.99	

<b>Payment Advice #:</b> 730-2021	<b>Status:</b> Outstanding
<b>Vendor / Payee:</b> ILLUMINATING COMPANY	<b>Post Date:</b> 10/22/2021
<b>Type:</b> Accounting Electronic Payment	<b>Transaction Date:</b> 10/22/2021
<b>Purpose:</b>	<b>Original Amount:</b> \$9,496.01

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	TRAFFIC L	110029220909	\$16.05	\$16.05	
1.00	81 SAMUE	110151099741	\$421.94	\$421.94	
1.00	LAKE ST	110106745349	\$188.39	\$188.39	
1.00	STREET L	110028684907	\$8,869.63	\$8,869.63	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	CH	PO 88-2021	1000-790-311-1005	Electricity(TRAFFIC LIGHTS)	\$16.05	O
10/22/2021	10/22/2021	CH	PO 88-2021	2011-620-311-0000	Electricity	\$66.64	O
10/22/2021	10/22/2021	CH	PO 158-2021	2011-620-311-0000	Electricity	\$355.30	O
10/22/2021	10/22/2021	CH	PO 88-2021	2401-519-311-0000	Electricity	\$8,869.63	O
10/22/2021	10/22/2021	CH	PO 144-2021	2903-110-311-0000	Electricity	\$188.39	O
						\$9,496.01	

<b>Payment Advice #:</b> 731-2021	<b>Status:</b> Outstanding
<b>Vendor / Payee:</b> GRAYBAR FINANCIAL SERVICES	<b>Post Date:</b> 10/22/2021
<b>Type:</b> Accounting Electronic Payment	<b>Transaction Date:</b> 10/22/2021
<b>Purpose:</b>	<b>Original Amount:</b> \$230.00

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	P.D.	PHONE EQUIPMENT LEASE	\$136.00	\$136.00	12367456
1.00	ADMIN	PHONE EQUIPMENT LEASE	\$94.00	\$94.00	12367432

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	CH	PO 133-2021	1000-790-399-0000	Other - Other Contractual Services	\$94.00	O
10/22/2021	10/22/2021	CH	PO 65-2021	2903-110-399-0000	Other - Other Contractual Services	\$136.00	O
						<u>\$230.00</u>	

Payment Advice #: 732-2021  
 Vendor / Payee: SAM'S CLUB  
 Type: Accounting Electronic Payment  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$193.54

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	OP SUPPLIES AND JANITORIAL SUPPLIES	\$193.54	\$193.54	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	CH	BC 56-2021	2901-390-420-0000	Operating Supplies and Materials	\$29.96	O
10/22/2021	10/22/2021	CH	BC 185-2021	2901-390-420-0210	Operating Supplies and Materials{JANITORIAL SUPPLIES}	\$163.58	O
						<u>\$193.54</u>	

Payment Advice #: 734-2021  
 Vendor / Payee: ANDOVER BANKING CENTER  
 Type: Accounting Electronic Payment  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$184.09

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		UTILITY - MERCHANT FEES	\$129.14	\$129.14	
1.00		GENERAL - MERCHANT FEES	\$54.95	\$54.95	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	CH	BC 139-2021	1000-790-399-1075	Other - Other Contractual Services{CREDIT CARD FEE'S}	\$184.09	O
						<u>\$184.09</u>	

Payment Advice #: 21804  
 Vendor / Payee: ASAP LLC  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$445.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		DANA'S PARK PORTA POTTY	\$75.00	\$75.00	44087
1.00		FAIRVIEW CEM. - PORTA POTTY	\$75.00	\$75.00	44084
1.00		VILLAGE PARK	\$185.00	\$185.00	44085
1.00		SENIOR CENTER PARK PORTA POTTY	\$110.00	\$110.00	44086

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 79-2021	1000-320-300-0214	Contractual Services(PORTA-POTTY)	\$370.00	O
10/11/2021	10/11/2021	AW	BC 144-2021	2031-240-300-0214	Contractual Services(PORTA-POTTY)	\$75.00	O
						\$445.00	

**Payment Advice #: 21805**  
**Vendor / Payee:** AVALON PEST CONTROL SVCS  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$89.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	PEST CONTROL	\$39.00	\$39.00	74534159
1.00	33 N. LAKE	PEST CONTROL - SEPT.	\$25.00	\$25.00	663713
1.00	33 N. LAK	PEST CONTROL -AUGUST	\$25.00	\$25.00	661785

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 58-2021	2901-390-431-0000	Repairs and Maintenance of Buildings and Land	\$39.00	O
10/11/2021	10/11/2021	AW	BC 170-2021	2903-110-431-0000	Repairs and Maintenance of Buildings and Land	\$50.00	O
						\$89.00	

**Payment Advice #: 21806**  
**Vendor / Payee:** ATWELL'S POLICE & FIRE EQUIPMENT  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$161.99

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	MCINTOSI	SLING PACK, HSG DOUBLE PISTON TACO MOLLE, HSG HANDCUFF TACO M	\$161.99	\$161.99	183283

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 125-2021	2903-110-270-0000	Uniforms and Clothing	\$8.74	O
10/11/2021	10/11/2021	AW	BC 180-2021	2903-110-270-0000	Uniforms and Clothing	\$153.25	O
						\$161.99	

**Payment Advice #: 21807**  
**Vendor / Payee:** CARTER LUMBER  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$94.89

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	PD	MATERIALS FOR WALL REPAIR	\$94.89	\$94.89	68787481

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 170-2021	2903-110-431-0000	Repairs and Maintenance of Buildings and Land	\$94.89	O
						\$94.89	

**Payment Register Detail**

9/25/2021 to 10/22/2021

Payment Advice #: 21808  
 Vendor / Payee: CINTAS CORPORATION LOCATION 259 / T90  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$192.84

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	RUG MAINTENANCE	\$192.84	\$192.84	4096094221

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 139-2021	2901-390-390-0327	Other Contractual Services(FLOOR MAINTENANCE)	\$192.84	O
						\$192.84	

Payment Advice #: 21809  
 Vendor / Payee: COVERALL NORTH AMERICA INC  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$525.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		MONTHLY CLEANING SERVICE - VILLAGE HALL & P.D.	\$525.00	\$525.00	5020373071

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 96-2021	1000-790-390-0211	Other Contractual Services(CLEANING SERVICE)	\$126.16	O
10/11/2021	10/11/2021	AW	PO 108-2021	2903-110-390-0211	Other Contractual Services(CLEANING SERVICE)	\$398.84	O
						\$525.00	

Payment Advice #: 21810  
 Vendor / Payee: CONSOLO LAW FIRM CO., LPA  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$250.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	LEGAL FE	3.0 HOURS - M. SMITH - BWC CLAIM	\$250.00	\$250.00	31950

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 143-2021	2903-110-341-0000	Accounting and Legal Fees	\$250.00	O
						\$250.00	

Payment Advice #: 21811  
 Vendor / Payee: DK HEATING & SONS INC  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$526.51

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		M&R GARAGE - HEATING MAINTENANCE	\$526.51	\$526.51	13884

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 173-2021	2011-620-431-0000	Repairs and Maintenance of Buildings and Land	\$526.51	O
						<u>\$526.51</u>	

Payment Advice #: 21812  
 Vendor / Payee: FED-EX  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$11.48

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		SHIPPING CHARGES - POLICE DEPT	\$11.48	\$11.48	7-420-63893

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 146-2021	2903-110-391-0000	Dues and Fees	\$11.48	O
						<u>\$11.48</u>	

Payment Advice #: 21813  
 Vendor / Payee: Gareth's Tree Service  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$1,400.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		REMOVAL OF DEAD TREES FROM THE CEMETERY	\$1,400.00	\$1,400.00	2072

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 129-2021	2031-240-431-0000	Repairs and Maintenance of Buildings and Land	\$1,400.00	O
						<u>\$1,400.00</u>	

Payment Advice #: 21814  
 Vendor / Payee: GAZETTE PUBLISHING  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$45.38

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		LEGAL NOTICE - ITEMS PASSED	\$45.38	\$45.38	187878

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 178-2021	1000-710-325-0000	Advertising	\$45.38	O
						<u>\$45.38</u>	

Payment Advice #: 21815  
 Vendor / Payee: GENEVA HARDWARE INC.  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$71.10

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	PARKS	FASTENERS, SPRAY PAINT	\$8.57	\$8.57	2110-115301
1.00	M&R	SUPPLIES FOR BATHROOM REPAIR -ROAD GARAGE	\$62.53	\$62.53	2110-115386

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 164-2021	1000-320-420-0000	Operating Supplies and Materials	\$8.57	O
10/11/2021	10/11/2021	AW	BC 173-2021	2011-620-431-0000	Repairs and Maintenance of Buildings and Land	\$62.53	O
						\$71.10	

**Payment Advice #: 21816** **Status:** Outstanding  
**Vendor / Payee:** GRAND RIVER ASPHALT, INC. **Post Date:** 10/11/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/11/2021  
**Purpose:** **Original Amount:** \$160.58

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
2.59	TONS	ASPHALT - ROAD REPAIRS	\$62.00	\$160.58	GRA0024482

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 145-2021	2011-610-439-0000	Other - Repairs and Maintenance	\$160.58	O
						\$160.58	

**Payment Advice #: 21817** **Status:** Outstanding  
**Vendor / Payee:** HANNON ELECTRIC CO **Post Date:** 10/11/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/11/2021  
**Purpose:** **Original Amount:** \$765.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	WWTP	REPAIR TO RAW PUMP MOTOR #2	\$765.00	\$765.00	0050026

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 45-2021	5201-549-432-0000	Repairs and Maintenance of Machinery & Equip	\$765.00	O
						\$765.00	

**Payment Advice #: 21818** **Status:** Outstanding  
**Vendor / Payee:** HEMLY TOOL SUPPLY, INC. **Post Date:** 10/11/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/11/2021  
**Purpose:** **Original Amount:** \$96.44

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	MILLER	CROSSOVER JACKET - YELLOW/FLANNEL LINING	\$56.70	\$56.70	2109-072755
1.00	SEWER	DUSTER, TRASH CAN, CRN BRC ZN	\$39.74	\$39.74	2109-072528

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 89-2021	5201-541-270-0000	Uniforms and Clothing	\$56.70	O
10/11/2021	10/11/2021	AW	BC 141-2021	5201-549-420-0000	Operating Supplies and Materials	\$39.74	O

**Payment Register Detail**

9/25/2021 to 10/22/2021

\$96.44

**Payment Advice #:** 21819  
**Vendor / Payee:** ILLUMINATING COMPANY  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$5,856.08

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	MASTER /	210 000 420 005	\$5,856.08	\$5,856.08	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 88-2021	1000-710-311-0000	Electricity	\$665.95	O
10/11/2021	10/11/2021	AW	PO 88-2021	2901-330-311-0000	Electricity	\$105.65	O
10/11/2021	10/11/2021	AW	PO 88-2021	2903-110-311-0000	Electricity	\$154.17	O
10/11/2021	10/11/2021	AW	PO 144-2021	2903-110-311-0000	Electricity	\$57.06	O
10/11/2021	10/11/2021	AW	PO 88-2021	5101-531-311-0000	Electricity	\$1,472.98	O
10/11/2021	10/11/2021	AW	PO 88-2021	5201-541-311-0000	Electricity	\$3,400.27	O
						\$5,856.08	

**Payment Advice #:** 21820  
**Vendor / Payee:** JEFF'S MADISON AUTO WORKS  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$130.13

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	#626	OIL CHANGE, PICK UP / DELIVERY FEE	\$62.89	\$62.89	2285
1.00	#627	OIL CHANGE, PICK UP/ DELIVERY FEE	\$67.24	\$67.24	2286

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 133-2021	2903-110-433-0000	Repairs and Maintenance of Motor Vehicles	\$130.13	O
						\$130.13	

**Payment Advice #:** 21821  
**Vendor / Payee:** JIM DOHERTY TRUCKING, INC.  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$324.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		SLUDGE HAUL AND LINER	\$162.00	\$162.00	67904
1.00		SLUDGE HAUL AND LINER	\$162.00	\$162.00	67983

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 89-2021	5201-549-399-0199	Other - Other Contractual Services(SLUDGE HAUL)	\$280.00	O
10/11/2021	10/11/2021	AW	PO 89-2021	5201-549-420-0000	Operating Supplies and Materials	\$44.00	O
						\$324.00	

**Payment Register Detail**

9/25/2021 to 10/22/2021

Payment Advice #: 21822  
 Vendor / Payee: JOSEPH PETER SZEMAN, ESQ.  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$1,217.50

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.70	HOURS	PROSECUTION/P.D.	\$125.00	\$212.50	020-2021-09
6.70	HOURS	CIVIL/ADMIN	\$150.00	\$1,005.00	020-2021-09

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 90-2021	1000-790-341-0000	Accounting and Legal Fees	\$1,005.00	O
10/11/2021	10/11/2021	AW	PO 90-2021	2903-110-341-0000	Accounting and Legal Fees	\$212.50	O
						<u>\$1,217.50</u>	

Payment Advice #: 21823  
 Vendor / Payee: KELLY ANDERSON  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$161.28

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
288.00	MILES	MAYORS COURT CONFERENCE	\$0.56	\$161.28	09.27.21

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 166-2021	1000-720-340-0101	Professional and Technical Services(Continuing Education)	\$161.28	O
						<u>\$161.28</u>	

Payment Advice #: 21824  
 Vendor / Payee: LAKE COUNTY DEPT OF UTILITIES- WATER  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$42,357.30

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
4,000.00	CF	WATER	\$3.84	\$15,360.00	AR-14110
9,182.00	CF	WATER	\$2.97	\$27,270.54	AR-14110
-92.00	CF	MIDDLE SCHOOL CREDIT	\$2.97	-\$273.24	AR-14110

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 67-2021	5101-533-312-0000	Water and Sewage	\$42,357.30	O
						<u>\$42,357.30</u>	

Payment Advice #: 21825  
 Vendor / Payee: LAKE COUNTY DEPT OF UTILITIES  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$465.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
7.88	TONS	SLUDGE	\$30.00	\$236.40	05731414



**Payment Register Detail**

9/25/2021 to 10/22/2021

7.62 TONS SLUDGE \$30.00 \$228.60 05735467

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 80-2021	5201-549-399-0201	Other - Other Contractual Services{SLUDGE}	\$465.00	O
						<u>\$465.00</u>	

Payment Advice #: 21826  
 Vendor / Payee: LINK COMPUTER CORPORATION  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$760.85

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		MONTHLY UTILITY SOFTWARE SUPPORT	\$760.85	\$760.85	INV147439

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 115-2021	5101-532-300-0203	Contractual Services{Utility Software Support}	\$200.00	O
10/11/2021	10/11/2021	AW	PO 115-2021	5201-542-300-0203	Contractual Services{Utility Software Support}	\$560.85	O
						<u>\$760.85</u>	

Payment Advice #: 21827  
 Vendor / Payee: MADISON ACE HARDWARE  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$34.56

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	SANITIZING WIPES, BATTERIES, GROOVE JOINT PLIER, TANK LEVER	\$34.56	\$34.56	335

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 137-2021	2011-620-420-0000	Operating Supplies and Materials	\$34.56	O
						<u>\$34.56</u>	

Payment Advice #: 21828  
 Vendor / Payee: MARGARET R. WELCH-KELLER  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$324.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
9.00	DAYS	CLEANING - SENIOR CENTER	\$36.00	\$324.00	9.30.21

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 13-2021	2901-390-340-0211	Professional and Technical Services{CLEANING SERVICE}	\$138.00	O
10/11/2021	10/11/2021	AW	PO 145-2021	2901-390-340-0211	Professional and Technical Services{CLEANING SERVICE}	\$186.00	O
						<u>\$324.00</u>	

Payment Advice #: 21829

Status: Outstanding

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Vendor / Payee:** McMASTER-CARR SUPPLY CO.  
**Type:** Accounting Warrant  
**Purpose:**

**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$369.76

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	MR/PARK	GARBAGE BAGS, ROLL TOWELS, HEAVY DUTY GARBAGE BAGS	\$369.76	\$369.76	65646814

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 164-2021	1000-320-420-0000	Operating Supplies and Materials	\$117.32	O
10/11/2021	10/11/2021	AW	BC 17-2021	1000-790-431-0210	Repairs and Maintenance of Buildings and Land{JANITORIAL	\$7.95	O
10/11/2021	10/11/2021	AW	BC 182-2021	1000-790-431-0210	Repairs and Maintenance of Buildings and Land{JANITORIAL	\$98.35	O
10/11/2021	10/11/2021	AW	BC 24-2021	2011-620-420-0210	Operating Supplies and Materials{JANITORIAL SUPPLIES}	\$39.79	O
10/11/2021	10/11/2021	AW	BC 147-2021	2903-110-431-0210	Repairs and Maintenance of Buildings and Land{JANITORIAL	\$106.35	O
						\$369.76	

**Payment Advice #:** 21830  
**Vendor / Payee:** NAPA AUTO PARTS  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$324.56

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	F350 SERVICE TRUCK TOOL SET	\$208.31	\$208.31	033660
1.00	M&R	VENT VISORS FOR F550	\$80.98	\$80.98	032544
1.00	SEWER	CIRCUIT TESTER, ANGLE FUNNEL, OUTLET	\$35.27	\$35.27	033605

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 137-2021	2011-620-420-0000	Operating Supplies and Materials	\$289.29	O
10/11/2021	10/11/2021	AW	BC 141-2021	5201-549-420-0000	Operating Supplies and Materials	\$35.27	O
						\$324.56	

**Payment Advice #:** 21831  
**Vendor / Payee:** RAILROAD MANAGEMENT COMPANY IV LLC  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$545.88

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		LICENSE FEE FOR SEWER PIPELINE	\$545.88	\$545.88	445145

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 146-2021	5201-549-399-0000	Other - Other Contractual Services	\$545.88	O
						\$545.88	

**Payment Advice #:** 21832  
**Vendor / Payee:** THE NEWS HERALD (SUBSCRIPTION)  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$309.50

**Detail**

**Payment Register Detail**

9/25/2021 to 10/22/2021

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	RENEWAL	VILLAGE HALL SUBSCRIPTION	\$309.50	\$309.50	880726

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 147-2021	1000-790-391-0000	Dues and Fees	\$309.50	O
						<u>\$309.50</u>	

Payment Advice #: 21833  
 Vendor / Payee: OHIO UTILITIES PROTECTION SERVICE  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$8.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
2.00		MANUAL CALLOUTS	\$4.00	\$8.00	127282

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 81-2021	5101-533-399-0000	Other - Other Contractual Services	\$8.00	O
						<u>\$8.00</u>	

Payment Advice #: 21834  
 Vendor / Payee: QUADIENT INC  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$694.02

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		QUARTERLY MAINTENANCE AND POSTAGE METER RENTAL	\$694.02	\$694.02	58771199

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 72-2021	1000-710-323-0000	Postage Machine Rental	\$403.04	O
10/11/2021	10/11/2021	AW	PO 72-2021	1000-790-349-0000	Other - Professional and Technical Services	\$290.98	O
						<u>\$694.02</u>	

Payment Advice #: 21836  
 Vendor / Payee: SHERMANS WELDING & EQUIPMENT  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$6.60

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	RENTL CHARGE ON GAS CYLINDERS	\$6.60	\$6.60	1674

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 137-2021	2011-620-420-0000	Operating Supplies and Materials	\$6.60	O
						<u>\$6.60</u>	

Payment Advice #: 21836  
 Status: Outstanding

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Vendor / Payee:** STAPLES BUSINESS ADVANTAGE  
**Type:** Accounting Warrant  
**Purpose:**

**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$93.97

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	POLICE	TOILET BOWL CLEANSER, BOUNTY PAPERTOWELS	\$93.97	\$93.97	8063533573	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 57-2021	2901-390-420-0210	Operating Supplies and Materials(JANITORIAL SUPPLIES)	\$93.97	O
						\$93.97	

**Payment Advice #:** 21837

**Vendor / Payee:** SUMMIT ENVIRONMENTAL TECHNOLOGIES, INC  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$111.40

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		ANIONS BY IC	\$15.91	\$15.91	253154	
1.00		OIL & GREASE	\$21.22	\$21.22	253154	
1.00		TOTAL KJELDAHL NITROGEN	\$21.22	\$21.22	253154	
1.00		SAMPLE PICKUP FEE	\$53.05	\$53.05	253154	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 81-2021	5201-543-399-0202	Other - Other Contractual Services(LAB SERVICES)	\$111.40	O
						\$111.40	

**Payment Advice #:** 21838

**Vendor / Payee:** VECTOR SECURITY  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$33.02

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		SENIOR CENTER ALARM MONITORING	\$33.02	\$33.02	68715635	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 68-2021	2901-390-319-0350	Other - Utilities(SEcurity SERVICES/ALARM)	\$33.02	O
						\$33.02	

**Payment Advice #:** 21839

**Vendor / Payee:** VERIZON WIRELESS  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/11/2021  
**Transaction Date:** 10/11/2021  
**Original Amount:** \$280.77

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		PD AIR CARDS	\$280.77	\$280.77	9888733353	

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 69-2021	2903-110-319-3210	Other - Utilities{CELL PHONES}	\$280.77	O
						<u>\$280.77</u>	

Payment Advice #: 21840  
 Vendor / Payee: WINDSTREAM  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$24.70

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	TELEMETI	411-504-1716	\$24.70	\$24.70	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 120-2021	5101-531-321-0000	Telephone	\$24.70	O
						<u>\$24.70</u>	

Payment Advice #: 21841  
 Vendor / Payee: AMANDA LANDON  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$29.07

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REFUND	BALANCE OF UTILITY SECURITY DEPOSIT	\$29.07	\$29.07	907-5

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	Direct	5781-599-610-0000	Deposits Refunded	\$29.07	O
						<u>\$29.07</u>	

Payment Advice #: 21842  
 Vendor / Payee: CRYSTALL THOMAS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021  
 Original Amount: \$42.17

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REFUND	OVERPAYMENT OF UTILITY ACCOUNT - FINALED	\$42.17	\$42.17	1438-1

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 81-2021	5101-533-399-0000	Other - Other Contractual Services	\$22.83	O
10/11/2021	10/11/2021	AW	BC 97-2021	5201-549-399-0000	Other - Other Contractual Services	\$19.34	O
						<u>\$42.17</u>	

Payment Advice #: 21843  
 Vendor / Payee: JULIANNA FELLOWS  
 Type: Accounting Warrant

Status: Outstanding  
 Post Date: 10/11/2021  
 Transaction Date: 10/11/2021

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Purpose:** **Original Amount:** \$2.33

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		REFUND BALANCE OF UTILITY SECURITY DEPOSIT	\$2.33	\$2.33	769-0	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	Direct	5781-599-810-0000	Deposits Refunded	\$2.33	O
						\$2.33	

**Payment Advice #: 21844** **Status:** Outstanding  
**Vendor / Payee:** MICHAEL CURRAN **Post Date:** 10/11/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/11/2021  
**Purpose:** **Original Amount:** \$52.43

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		REFUND OF OVERPAYMENT ON FINALED UTILITY ACCT	\$52.43	\$52.43	520-2	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	BC 81-2021	5101-533-399-0000	Other - Other Contractual Services	\$26.19	O
10/11/2021	10/11/2021	AW	BC 97-2021	5201-549-399-0000	Other - Other Contractual Services	\$26.24	O
						\$52.43	

**Payment Advice #: 21845** **Status:** Outstanding  
**Vendor / Payee:** CT CONSULTANTS **Post Date:** 10/11/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/11/2021  
**Purpose:** **Original Amount:** \$37,831.08

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		GENERAL SERVICES 8.0 HOURS	\$1,177.60	\$1,177.60	21007201-5	
1.00		RETAINER	\$1,100.00	\$1,100.00	210072-6	
1.00		GREAT LAKES WAY/INFRASTRUCTURE 145.0 HOURS PLUS TRAVEL EXPEN	\$13,069.30	\$13,069.30	210642-3	
1.00		DAVIE COURT PAVEMENT REPAIRS 1.0 HOUR	\$99.01	\$99.01	210644-3	
1.00		DAVIE COURT PAVEMENT REPAIRS - 29.5 HOURS	\$3,946.48	\$3,946.48	210644-2	
1.00		GREAT LAKES WAY INFRASTRUCTURE 182.5 HOURS	\$16,749.89	\$16,749.89	210642-2	
1.00		GENERAL SERVICES 4.0 HOURS	\$588.80	\$588.80	21007201-4	
1.00		RETAINER	\$1,100.00	\$1,100.00	210072-5	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 10-2021	1000-790-346-0000	Engineering Services	\$3,966.40	O
10/11/2021	10/11/2021	AW	BC 174-2021	2011-800-555-0220	Streets, Highways, Sidewalks and Curbs(ROAD PROGRAM)	\$4,045.49	O
10/11/2021	10/11/2021	AW	Direct	9901-885-620-6100	Deposits Applied(LOVE'S TRAVEL STOPS)	\$29,819.19	O
						\$37,831.08	

**Payment Advice #: 21846** **Status:** Outstanding  
**Vendor / Payee:** BEHM FAMILY FUNERAL HOME **Post Date:** 10/11/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/11/2021  
**Purpose:** **Original Amount:** \$12,234.00

**Payment Register Detail**

9/25/2021 to 10/22/2021

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		CDBG PASS-THRU GRANT DOLLARS FOR FACADE IMPROVEMENTS	\$12,234.00	\$12,234.00		

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 148-2021	1000-410-395-0035	Land and Improvements(CDBG Pass-thru)	\$12,234.00	O
						\$12,234.00	

**Payment Advice #:** 21847 **Status:** Outstanding  
**Vendor / Payee:** TREVOR BEHM **Post Date:** 10/11/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/11/2021  
**Purpose:** **Original Amount:** \$6,247.20

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		CDBG PASS THRU GRANT DOLLARS FOR 38 W. MAIN ST.-FACADE PROJEC	\$5,622.48	\$5,622.48		
1.00		RETAINAGE - CDBG PASS THRU GRANT DOLLARS	\$624.72	\$624.72		

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 149-2021	1000-410-395-0035	Land and Improvements(CDBG Pass-thru)	\$6,247.20	O
						\$6,247.20	

**Payment Advice #:** 21848 **Status:** Outstanding  
**Vendor / Payee:** MADISON HISTORICAL SOCIETY **Post Date:** 10/11/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/11/2021  
**Purpose:** **Original Amount:** \$16,070.98

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		CDBG PASS-THRU GRANT- 126 W. MAIN ST. FACADE PROJECT	\$14,462.00	\$14,462.00		
1.00		RETAINAGE - FINAL PYMT FOR CDBG PASS THRU GRANT	\$1,608.98	\$1,608.98		

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/11/2021	10/11/2021	AW	PO 150-2021	1000-410-395-0035	Land and Improvements(CDBG Pass-thru)	\$16,070.98	O
						\$16,070.98	

**Payment Advice #:** 21849 **Status:** Outstanding  
**Vendor / Payee:** LAKE COUNTY SEWER CO **Post Date:** 10/12/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/12/2021  
**Purpose:** **Original Amount:** \$1,975.00

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		TELEVISE 8" SANITARY SEWER LINE	\$1,975.00	\$1,975.00	15118	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/12/2021	10/12/2021	AW	PO 151-2021	5201-800-590-0000	Other - Capital Outlay	\$1,975.00	O
						\$1,975.00	

**Payment Register Detail**

9/25/2021 to 10/22/2021

Payment Advice #: 21865  
 Vendor / Payee: AVALON PEST CONTROL SVCS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$39.00

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		PEST CONTROL - SENIOR CENTER	\$39.00	\$39.00	73895679	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 58-2021	2901-390-431-0000	Repairs and Maintenance of Buildings and Land	\$39.00	O
						\$39.00	

Payment Advice #: 21866  
 Vendor / Payee: BOB SUMEREL TIRE COMPANY  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$487.36

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		NEW TIRES FOR WATER TRUCK	\$487.36	\$487.36	2410009339	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 85-2021	5101-533-433-0000	Repairs and Maintenance of Motor Vehicles	\$194.20	O
10/22/2021	10/22/2021	AW	BC 186-2021	5101-533-433-0000	Repairs and Maintenance of Motor Vehicles	\$293.16	O
						\$487.36	

Payment Advice #: 21867  
 Vendor / Payee: CINTAS CORPORATION LOCATION 259 / T90  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$191.34

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	SENIOR C	RUG/MAT MAINTENANCE	\$191.34	\$191.34	4097384800	

Distribution							
Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	PO 139-2021	2901-390-390-0327	Other Contractual Services{FLOOR MAINTENANCE}	\$191.34	O
						\$191.34	

Payment Advice #: 21868  
 Vendor / Payee: CULLIGAN OF NORTHEAST OHIO  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$57.00

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		WATER COOLER RENTAL/FILTER SENIOR CTR	\$57.00	\$57.00	472440	



**Payment Register Detail**

9/25/2021 to 10/22/2021

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	PO 98-2021	2901-390-319-0375	Other - Utilities(WATER COOLER)	\$57.00	O
						<u>\$57.00</u>	

Payment Advice #: 21869  
 Vendor / Payee: FAIRPORT HARBOR SENIOR CITIZENS CENTER  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$590.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	10/22/21	TICKETS AND BUS	\$550.00	\$550.00	
1.00	09/22/21	BUS ONLY	\$10.00	\$10.00	
1.00	9/23/21	BUS ONLY	\$30.00	\$30.00	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 49-2021	2901-390-399-1008	Other - Other Contractual Services{TRIPS}	\$590.00	O
						<u>\$590.00</u>	

Payment Advice #: 21870  
 Vendor / Payee: GENEVA HARDWARE INC.  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$11.99

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	WWTP	PIPE REPAIR/CEMENT	\$11.99	\$11.99	2110-116595

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 141-2021	5201-549-420-0000	Operating Supplies and Materials	\$11.99	O
						<u>\$11.99</u>	

Payment Advice #: 21871  
 Vendor / Payee: HEMLY TOOL SUPPLY, INC.  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$140.38

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SEWER	CEMENT, PVC ELBOWS	\$22.01	\$22.01	2110-076875
1.00	SEWER	WATERPLUG CEMENT, FIBER ROOF AND FOUNDATION	\$32.71	\$32.71	2110-077025
1.00	SEWER	PRIMER PURPLE, PVC CEMENT, FLEECE LINER GLOVE, CROSSOVER JAC	\$85.66	\$85.66	2110-075484

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 89-2021	5201-541-270-0000	Uniforms and Clothing	\$77.94	O
10/22/2021	10/22/2021	AW	BC 141-2021	5201-549-420-0000	Operating Supplies and Materials	\$62.44	O
						<u>\$140.38</u>	

**Payment Register Detail**

9/25/2021 to 10/22/2021

Payment Advice #: 21872  
 Vendor / Payee: JEFF'S MADISON AUTO WORKS  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$115.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	WATER TI	MOUNT AND BALANCE 4 TIRES	\$100.00	\$100.00	2287
1.00	M&R	R&R STEM ON SKIDSTEER	\$15.00	\$15.00	2288

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 28-2021	2011-620-432-0000	Repairs and Maintenance of Machinery & Equip	\$15.00	O
10/22/2021	10/22/2021	AW	BC 186-2021	5101-533-433-0000	Repairs and Maintenance of Motor Vehicles	\$100.00	O
						\$115.00	

Payment Advice #: 21873  
 Vendor / Payee: LAKE BALANCE & CALIBRATION SERVICES  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$355.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		SERVICE & CALIBRATION OF BALANCE W/ CERTIFICATION	\$125.00	\$125.00	2021000752
1.00		DIGITAL THERMOMETER CALIBRATION	\$55.00	\$55.00	2021000752
5.00		WEIGHT CALIBRATION	\$30.00	\$150.00	2021000752
1.00		WEIGHT CALIBRATION CERTIFICATION	\$25.00	\$25.00	2021000752

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	PO 61-2021	5201-549-432-0000	Repairs and Maintenance of Machinery & Equip	\$355.00	O
						\$355.00	

Payment Advice #: 21874  
 Vendor / Payee: LAKE COUNTY DEPT OF UTILITIES  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$51.60

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.72	TONS	STREET SWEEPINGS	\$30.00	\$51.60	05739663

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 167-2021	1000-800-590-1035	Other - Capital Outlay(STORM WATER MANAGEMENT)	\$51.60	O
						\$51.60	

Payment Advice #: 21875  
 Vendor / Payee: LAKE COUNTY DEPT OF UTILITIES- WATER  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$2,030.77

**Detail**

**Payment Register Detail**

9/25/2021 to 10/22/2021

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
469.00	CF	WATER - SOUTH CONNECTION	\$4.33	\$2,030.77	AR-14117

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	PO 67-2021	5101-533-312-0000	Water and Sewage	\$2,030.77	O
						\$2,030.77	

**Payment Advice #: 21876** **Status:** Outstanding  
**Vendor / Payee:** MADISON ACE HARDWARE **Post Date:** 10/22/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/22/2021  
**Purpose:** **Original Amount:** \$130.10

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SEWER	DIM LED, FLASHLIGHT, SPLASH BLOCK STONE	\$36.97	\$36.97	365
1.00	M&R	CAULK, MOTH BALLS, RAIN X WIPER BLADES	\$103.14	\$103.14	374
-1.00	RETURN	WIPER BLADE	\$23.99	-\$23.99	376
1.00	M&R	HARDWARE AND FASTENERS	\$13.98	\$13.98	363

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 183-2021	2011-620-420-0000	Operating Supplies and Materials	\$93.13	O
10/22/2021	10/22/2021	AW	BC 141-2021	5201-549-420-0000	Operating Supplies and Materials	\$36.97	O
						\$130.10	

**Payment Advice #: 21877** **Status:** Outstanding  
**Vendor / Payee:** MADISON VILLAGE WATER/SEWER **Post Date:** 10/22/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/22/2021  
**Purpose:** **Original Amount:** \$25.57

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	WATER USAGE	\$25.57	\$25.57	329-0 OCT BILL

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 40-2021	2901-330-312-0000	Water and Sewage	\$25.57	O
						\$25.57	

**Payment Advice #: 21878** **Status:** Outstanding  
**Vendor / Payee:** NAPA AUTO PARTS **Post Date:** 10/22/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/22/2021  
**Purpose:** **Original Amount:** \$170.53

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	MOWER PARTS, 2020 MACK TRUCK, SHOP SUPPLIES	\$165.09	\$165.09	034434
1.00	M&R	TAP SCREW	\$5.44	\$5.44	033978

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 183-2021	2011-620-420-0000	Operating Supplies and Materials	\$25.96	O

**Payment Register Detail**

9/25/2021 to 10/22/2021

10/22/2021	10/22/2021	AW	BC 28-2021	2011-620-432-0000	Repairs and Maintenance of Machinery & Equip	\$92.99	O
10/22/2021	10/22/2021	AW	BC 32-2021	2011-630-430-1999	Repairs and Maintenance(Plow/Maint/Snow Removal)	\$51.58	O
						\$170.53	

Payment Advice #: 21879  
 Vendor / Payee: NEWBURY TECHNOLOGIES  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$1,874.50

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		I.T. - MONTHLY SERVICE CONTRACT	\$1,124.50	\$1,124.50	5248
1.00		MICROSOFT SQL FOR VILLAGE SERVER	\$750.00	\$750.00	5247

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	PO 99-2021	1000-720-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$55.00	O
10/22/2021	10/22/2021	AW	PO 99-2021	1000-725-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$55.00	O
10/22/2021	10/22/2021	AW	PO 140-2021	1000-725-410-0000	Office Supplies and Materials	\$225.00	O
10/22/2021	10/22/2021	AW	PO 71-2021	1000-790-390-0300	Other Contractual Services(I.T. SERVICES)	\$110.00	O
10/22/2021	10/22/2021	AW	PO 140-2021	1000-790-410-0000	Office Supplies and Materials	\$225.00	O
10/22/2021	10/22/2021	AW	BC 138-2021	2011-620-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$100.00	O
10/22/2021	10/22/2021	AW	PO 140-2021	2031-240-390-0000	Other Contractual Services	\$300.00	O
10/22/2021	10/22/2021	AW	PO 71-2021	2901-390-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$110.00	O
10/22/2021	10/22/2021	AW	PO 71-2021	2903-110-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$588.50	O
10/22/2021	10/22/2021	AW	BC 78-2021	5101-531-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$51.00	O
10/22/2021	10/22/2021	AW	BC 171-2021	5201-549-399-0300	Other - Other Contractual Services(I.T. SERVICES)	\$55.00	O
						\$1,874.50	

Payment Advice #: 21880  
 Vendor / Payee: NICE & GREEN DOMINGUEZ LANDSCAPING  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$1,440.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
9.00	DAYS	MOWING - SENIOR CENTER PARK	\$80.00	\$720.00	951283
9.00	DAYS	MOWING - SENIOR CENTER LAWN	\$80.00	\$720.00	951282

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 161-2021	1000-320-395-0000	Land and Improvements	\$720.00	O
10/22/2021	10/22/2021	AW	BC 162-2021	2901-390-340-0212	Professional and Technical Services(LAWNCARE)	\$720.00	O
						\$1,440.00	

Payment Advice #: 21881  
 Vendor / Payee: NORTHERN SAFETY  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$54.31

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	WWTP	FIRST AID REFILL PACK	\$54.31	\$54.31	904570338

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 141-2021	5201-549-420-0000	Operating Supplies and Materials	\$54.31	O
						<u>\$54.31</u>	

**Payment Advice #:** 21882 **Status:** Outstanding  
**Vendor / Payee:** SIEVERS SECURITY, INC. **Post Date:** 10/22/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/22/2021  
**Purpose:** **Original Amount:** \$181.48

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R GAR	ALARM MONITORING	\$181.48	\$181.48	1023792

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 173-2021	2011-620-431-0000	Repairs and Maintenance of Buildings and Land	\$181.48	O
						<u>\$181.48</u>	

**Payment Advice #:** 21883 **Status:** Outstanding  
**Vendor / Payee:** SMITH ELECTRICAL CONTRACTING **Post Date:** 10/22/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/22/2021  
**Purpose:** **Original Amount:** \$8,678.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R GAR	81 SAMUEL ST - 22 NEW LED LIGHTS (INSIDE, OUTSIDE & LABOR TO INSTA	\$5,987.50	\$5,987.50	5989
1.00	SENIOR C	REPLACE FLAGPOLE LIGHT WITH LED FIXTURE	\$260.00	\$260.00	5990
1.00	WWTP	LABOR & MATERIALS TO INSTALL (1) 23,000 LUMEN LED FLOODLIGHT W/I	\$770.50	\$770.50	5988
1.00	PARKS	NEW LED BANDSTAND LIGHTS, FLOODLIGHT ON STATUE, LED FLAGPOLE	\$1,400.00	\$1,400.00	5991
1.00	CEMETER	REPLACE FLAGPOLE LIGHT WITH LED FIXTURE	\$260.00	\$260.00	5991

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	PO 155-2021	1000-320-431-0000	Repairs and Maintenance of Buildings and Land	\$1,400.00	O
10/22/2021	10/22/2021	AW	PO 152-2021	2011-620-431-0000	Repairs and Maintenance of Buildings and Land	\$5,987.50	O
10/22/2021	10/22/2021	AW	PO 154-2021	2031-240-432-0000	Repairs and Maintenance of Machinery & Equip	\$260.00	O
10/22/2021	10/22/2021	AW	PO 153-2021	2901-390-439-0000	Other - Repairs and Maintenance	\$260.00	O
10/22/2021	10/22/2021	AW	PO 130-2021	5201-549-431-0000	Repairs and Maintenance of Buildings and Land	\$770.50	O
						<u>\$8,678.00</u>	

**Payment Advice #:** 21884 **Status:** Outstanding  
**Vendor / Payee:** SPECTRUMVoIP **Post Date:** 10/22/2021  
**Type:** Accounting Warrant **Transaction Date:** 10/22/2021  
**Purpose:** **Original Amount:** \$110.42

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	ADMIN	PHONE SERVICE	\$32.71	\$32.71	IN435476
1.00	POLICE	PHONE SERVICE	\$77.71	\$77.71	IN435475

**Payment Register Detail**

9/25/2021 to 10/22/2021

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	PO 23-2021	1000-710-321-0000	Telephone	\$32.71	O
10/22/2021	10/22/2021	AW	PO 23-2021	2903-110-321-0000	Telephone	\$77.71	O
						\$110.42	

Payment Advice #: 21886  
 Vendor / Payee: STAPLES BUSINESS ADVANTAGE  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$141.09

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	ADMIN	CREAMER, SHEET PROTECTORS, LENS WIPES, SHARPIES, TICKETS	\$64.45	\$64.45	8063764430
1.00	ADMIN	IBUPROFIN	\$15.69	\$15.69	8063764430
1.00	ADMIN	CANON INK,11X17 PAPER, PREINK STAMP REFILL	\$5.29	\$5.29	8063764430
1.00	ADMIN	COFFEE, CERT HOLDER, TICKETS	\$55.66	\$55.66	8063852636

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 177-2021	1000-790-410-0000	Office Supplies and Materials	\$141.09	O
						\$141.09	

Payment Advice #: 21886  
 Vendor / Payee: THE NEWS HERALD  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$137.25

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	CRAFT SHOW ADVERTISEMENT	\$80.00	\$80.00	2216393
1.00	VILLAGE	LEGAL NOTICE FOR BZA HEARING	\$57.25	\$57.25	2228511

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 178-2021	1000-710-325-0000	Advertising	\$57.25	O
10/22/2021	10/22/2021	AW	Direct	9902-881-300-2950	Contractual Services(FUNDRASERS SR. CTR.)	\$80.00	O
						\$137.25	

Payment Advice #: 21887  
 Vendor / Payee: Time Warner Cable  
 Type: Accounting Warrant  
 Purpose:

Status: Outstanding  
 Post Date: 10/22/2021  
 Transaction Date: 10/22/2021  
 Original Amount: \$183.38

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	81 SAMUE	INTERNET, CABLE	\$183.38	\$183.38	352513401100721

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 138-2021	2011-620-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$103.00	O
10/22/2021	10/22/2021	AW	BC 22-2021	2011-620-399-0000	Other - Other Contractual Services	\$80.38	O

**Payment Register Detail**

9/25/2021 to 10/22/2021

\$183.38

**Payment Advice #:** 21888  
**Vendor / Payee:** VERIZON WIRELESS  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/22/2021  
**Transaction Date:** 10/22/2021  
**Original Amount:** \$245.44

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		VILLAGE CELL PHONES	\$245.44	\$245.44	9889737099

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	PO 116-2021	2011-620-321-3210	Telephone{CELL PHONES}	\$156.73	O
10/22/2021	10/22/2021	AW	PO 116-2021	2011-620-349-0300	Other - Professional and Technical Services{I.T. SERVICES}	\$40.11	O
10/22/2021	10/22/2021	AW	PO 142-2021	5101-531-321-3210	Telephone{CELL PHONES}	\$31.85	O
10/22/2021	10/22/2021	AW	PO 142-2021	5201-541-321-3210	Telephone{CELL PHONES}	\$16.75	O
						<u>\$245.44</u>	

**Payment Advice #:** 21889  
**Vendor / Payee:** WINDSTREAM  
**Type:** Accounting Warrant  
**Purpose:**

**Status:** Outstanding  
**Post Date:** 10/22/2021  
**Transaction Date:** 10/22/2021  
**Original Amount:** \$179.00

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SEWER PI 440-428-2988		\$120.33	\$120.33	
1.00	AUTO DIAI 440-428-0701		\$58.67	\$58.67	

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	PO 120-2021	5101-531-321-0000	Telephone	\$58.67	O
10/22/2021	10/22/2021	AW	PO 120-2021	5201-541-321-0000	Telephone	\$34.00	O
10/22/2021	10/22/2021	AW	PO 120-2021	5201-549-399-0300	Other - Other Contractual Services{I.T. SERVICES}	\$86.33	O
						<u>\$179.00</u>	

**Payment Advice #:** 21890  
**Vendor / Payee:** BARRISTERS OHIO  
**Type:** Accounting Warrant  
**Purpose:** PROPERTY ADDRESS:

**Status:** Outstanding  
**Post Date:** 10/22/2021  
**Transaction Date:** 10/22/2021  
**Original Amount:** \$52.43

**Detail**

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REFUND OVERPAYMENT ON UTILITY ACCOUNT		\$52.43	\$52.43	555-0

**Distribution**

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
10/22/2021	10/22/2021	AW	BC 116-2021	5101-534-300-0000	Contractual Services	\$25.57	O
10/22/2021	10/22/2021	AW	BC 97-2021	5201-549-399-0000	Other - Other Contractual Services	\$26.86	O
						<u>\$52.43</u>	

Total Payments: \$164,246.84

**Payment Register Detail**

9/25/2021 to 10/22/2021

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. 30 - 2021**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE WITH NORTHSTAR TOWERS, LLC FOR AN AREA OF 6,400 SQUARE FEET LOCATED AT 81 SAMUEL STREET; AND DECLARING AN EMERGENCY.

WHEREAS, the Village owns PPN 02A006A010010, known as 81 Samuel Street; and

WHEREAS, Northstar Towers, LLC has offered to lease an 80' x 80' area of the property for the purpose of locating a wireless communication tower; and

WHEREAS, the property is zoned M1 and is therefore a preferred site for a wireless communication tower pursuant to § 8.6(b)(1) of the Zoning Code; and

WHEREAS, enhanced communication infrastructure benefits the community as a whole and the Council desires to exercise its Charter and plenary power conferred by the Ohio Constitution and enter into a lease as detailed herein for the purpose of locating a wireless communication tower.

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

SECTION 1: The Mayor is hereby authorized to enter into a lease with Northstar Towers, LLC in substantially the form attached hereto as Exhibit "1."

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance constitutes an emergency in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison and is further necessary to meet contractual deadlines; WHEREFORE, this Ordinance shall take immediate effect in accordance with the provisions of Article V, § 5.2 of the Madison Village Charter.

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

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

1<sup>st</sup> Reading, October 25, 2021

Introduced by: Mayor Britton

Attested:

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Kristie Crockett,  
Fiscal Officer / Clerk of Council

Approved:

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Sam Britton Jr.,  
Mayor

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Date

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "Agreement" or this "Lease") is made as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between Village of Madison, an Ohio municipal corporation ("Landlord"), and Northstar Towers, LLC, a Delaware limited liability company ("Tenant").

### OPTION TO LEASE

(a) Landlord is the owner of certain real property located in the Village of Madison, County of Lake, State of Ohio as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Landlord's Property"). In consideration of the sum of One Thousand Dollars and No/100 (\$1,000.00) (the "Option Fee"), to be paid by Tenant to Landlord upon full execution of this Agreement, Landlord grants to Tenant for a term of three (3) years (the "Option Term" an option to lease (the "Option") the Leased Premises which is a portion of the Landlord's Property measuring approximately 80' x 80' (6,400 ft<sup>2</sup>) and located at 81 Samuel Street, Madison, Ohio 44057, as more particularly described on Exhibit B attached hereto and made a part hereof for the purpose of constructing, installing, maintaining, repairing, replacing, improving, operating and removing a communications tower and other Communications Equipment (defined below), together with unrestricted access for ingress and egress and utilities from the nearest public right-of-way to the Leased Premises over those portions of Landlord's Property as more particularly described on Exhibit C and Exhibit D attached hereto and made a part hereof.

(b) Upon prior notification to Landlord, during the Option Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Landlord's Property to inspect, examine, conduct soil, drainage testing, material sampling, and other geological or engineering tests or studies of the Landlord's Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Leased Premises and including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Landlord's Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Landlord's Property, the environmental history of the Landlord's Property, Landlord's title to the Landlord's Property and the feasibility or suitability of the Landlord's Property for Tenant's permitted use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Landlord's Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Landlord's Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of the Tests and any activity Tenant conducts on the Leased Premises. Upon completion of construction of the Communications Equipment, Tenant no longer needs to provide prior written notification of access to Leased Premises provided that the entry onto or exit from the Leased Premises do not in any way interfere with or disrupt the village functions.

(c) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of the Lease Agreement forth below. If Tenant does not exercise the Option, this Option to Lease and the Lease Agreement set forth below will terminate and the parties will have no further liability to each other except that Tenant will restore the Landlord's Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted, and shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of the Tests and any activity Tenant conducted on the Leased Premises during the Option Period.

(d) Memorandum of Option. Landlord and Tenant hereby agree, following the execution of this Agreement, to execute the short form of Memorandum of Option, in substantially the form of Exhibit E attached hereto and incorporated herein by reference as modified to conform to the laws of the state in which the Landlord's Property is located. Tenant, at its sole expense, shall have the right to file the Memorandum of record in the county and state where the Landlord's Property is located.

### LEASE AGREEMENT

NOW, THEREFORE, on the terms and subject to the conditions set forth in this Agreement, and for the Rent set forth in Section 1.9, the parties agree as follows:

1. Basic Terms: This Agreement is made with reference to the following basic terms:

1.1 "Applicable Laws" shall mean all laws, rules, orders, ordinances, resolutions, directions, regulations and requirements of federal, state, county and municipal authorities now in force or which hereafter may be in force which shall impose any duty upon Landlord or Tenant with respect to the improvement, use, occupation or alteration of Landlord's Property by Tenant, including, but not limited to, requirements of the Federal Communications Commission and Federal Aviation Administration.

1.2 Commencement Date: The date that Tenant exercises its option to lease the Leased Premises.

1.3 Tenant: Northstar Towers, LLC, a Delaware limited liability company.  
Landlord: Village of Madison, an Ohio municipal corporation.

1.4 Leased Premises: That portion of Landlord's Property more particularly described on Exhibit B attached hereto and incorporated herein by reference.

1.5 Access Easement, if any: That portion of Landlord's Property more particularly described on Exhibit C attached hereto and incorporated herein by reference.

1.6 Utility Easement, if any: That portion of Landlord's Property more particularly described on Exhibit D attached hereto and incorporated herein by reference.

1.7 Initial Term: Eleven (11) years.

1.8 Extended Terms: Ten (10) terms of (5) years.

1.9 Rent: One thousand two hundred Dollars and 00/100 (\$1,200.00) per month during years one (1) through five (5) of the Initial Term; with the Rent increasing by one percent (1%) annually on each anniversary of the Commencement Date commencing with year six (6) and including and through each of the Extended Term years, if exercised by Tenant.

1.10 Landlord's Notice Address: Village of Madison  
33 East Main Street  
Madison, OH 44057

1.11 Tenant's Notice Address: Northstar Towers, LLC  
815 Superior Avenue East, Suite 1812  
Cleveland, OH 44114

2. Lease of Premises. Upon the terms and conditions set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises.

3. Access and Utility Easements.

3.1 Access Easements. Landlord hereby grants, bargains and conveys to Tenant, its subtenants, and their successors and assigns, and Tenant and its subtenants are hereby given and granted irrevocable, non-exclusive and unconditional easements for ingress and egress to the Leased Premises over, upon, and across Landlord's Property and adjoining lands and rights-of-way owned by Landlord as may be required by Tenant for the purpose of erection, installation, operation, maintenance, replacement and removal of the Communications Equipment (defined below) including the Tower and other necessary appurtenances and for telephone lines and power lines used in connection with the Communications Equipment (the "Access Easement"). Tenant shall have the right but not the obligation to improve the Access Easement either by grading, graveling, or paving. If a precise metes and bounds legal description of the Access Easement is attached hereto as Exhibit C, Landlord and Tenant hereby agree that Exhibit C shall constitute the determinative description of the Access Easement.

3.2 Utility Easements. Landlord hereby grants, bargains and conveys to Tenant, its successors and assigns, or to such utility company which Tenant shall designate, and Tenant or such utility company is hereby given and granted irrevocable for the term of the Lease, non-exclusive and unconditional easements for providing utilities to the Leased Premises (hereinafter, the "Utility Easement"), provided however, that all utility lines shall be installed below grade. The Utility Easement shall be for the installation, maintenance and operation (whether by Tenant or by Tenant's designated utility company) of necessary utilities from the point of connection with the utility company's distribution network to Tenant's or its subtenants' building(s) or other Communications Equipment located on the Leased Premises. The Utility Easement shall be sufficiently wide but no greater in width than necessary for providing the applicable utility services to the Leased Premises. It is understood that Tenant and the utility company providing utility services shall have access to all areas of the Leased Premises, Landlord's Property and rights-of-way owned by Landlord as necessary for the installation, maintenance and/or repair of such utility services. If a precise metes and bounds legal description of the Utility Easement is

attached hereto as Exhibit D, Landlord and Tenant hereby agree that Exhibit D shall constitute the determinative description of the Utility Easement. Landlord does not guarantee or warrant that any utility and/or sufficient capacity exists for Tenant's permitted use, and that determination is and shall at all times be the sole responsibility of the Tenant to ascertain and secure from the utility provider(s).

3.3 Separate Easement.  If checked, Landlord shall execute such separate instrument or easement, substantially in the form of Exhibit F attached hereto and incorporated herein by reference, to give notice of and describe the foregoing easement rights. Tenant, at its sole expense, shall have the right to file the easement of record in the county and state where the easement is located. Landlord agrees to cooperate with and assist Tenant in any way in obtaining any additional easements or consents required from any adjoining or adjacent property owners or other parties if necessary for Tenant to have adequate access and utility service to the Leased Premises.

3.4 Utility Lines. Tenant and its subtenants may have electrical current meters installed on the Leased Premises. Tenant shall have the right to run utility lines directly or in such a manner as may be reasonably necessary from the utility source to the Communications Equipment, provided they shall be installed below grade. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by Tenant. Tenant and any utility company providing services to Tenant shall have access to all portions of the Leased Premises, Landlord's Property or other adjacent or adjoining land of Landlord as is reasonably necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Landlord's normal use of Landlord's Property or such adjoining or adjacent land.

3.5 Surveys. Landlord hereby grants to Tenant, its surveyor or contractor the right to enter upon Landlord's Property to survey the Leased Premises and the Access and Utility Easements. Landlord grants to Tenant, its surveyor and/or contractor, the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information deemed by Tenant to be relevant and pertinent to that portion of Landlord's Property which abuts or surrounds the Leased Premises, the Access Easement and the Utility Easement. The cost for such survey work shall be borne by Tenant.

#### 4. Term and Option.

4.1 Initial Term. The initial term of this Lease shall be as provided in Section 1.7, commencing on the Commencement Date and terminating on midnight on the last day of the initial term (the "Initial Term").

4.2 Extended Terms. Tenant is hereby granted the option to extend the Initial Term of this Lease for the Extended Terms (if any) provided that Tenant is not then in default hereunder. Any and all extensions will be automatic unless Tenant gives written notice to Landlord of its intent not to exercise such option. If Tenant elects not to exercise such option, Tenant shall provide written notice to Landlord during the last six (6) months of the Initial Term or the Extended Term, as the case may be, but in no event shall said notice be less than thirty (30) days prior to the expiration of the then current term.

4.3 Holding Over. If after the end of the last Extended Term, should Tenant remain in possession of the Leased Premises, without executing a new lease, Tenant shall become a tenant on a

month-to-month basis on the same terms and conditions of this Lease and such month-to-month tenancy may continue until either party hereto serves upon the other written notice of its intention to terminate such tenancy with thirty (30) days prior written notice.

5. Rent. Tenant covenants and agrees to pay to Landlord during the Initial Term and any Extended Term the Rent set forth in Section 1.9, payable to Landlord in advance on the Commencement Date and on the first of day of each month thereafter at the address designated in Section 1.10 hereof or at another address designated by Landlord in accordance with Section 23. In addition to rent, Tenant shall pay Landlord a non-refundable signing bonus in the amount of \$1,000.00 upon full execution of this Agreement.

6. Use. Tenant shall use the Leased Premises for the purpose of installing, constructing, maintaining, repairing, replacing and operating a wireless communication facility consisting of one (1) tower (the "Tower") and such appurtenant Communications Equipment reasonably required by Tenant and its subtenants for use as a telecommunications facility and any other incidental activities or activities relating thereto as may be required or permitted by Applicable Laws. In accordance with § 8.6(e) of the Madison Village Zoning Code, the Tower shall be of a monopole design. As used in this Lease, "Communications Equipment" shall include but is not limited to the following equipment, whether owned by Tenant or any of its subtenants: (a) the Tower and building(s) to house equipment, including generators, necessary to operate the Tower; (b) installation of flexible coaxial transmission lines between antennae and telecommunications equipment; (c) radio communications equipment consisting of transmitters, receivers and accessories; (d) a fence to enclose all improvements, including the Tower, buildings and all equipment; and (e) any and all equipment, supplies or materials related to the foregoing. All improvements constructed or installed upon the Leased Premises shall be at Tenant's expense.

Landlord grants Tenant and its subtenants the right to use Landlord's Property and any land adjoining and adjacent to the Leased Premises on a temporary basis as is reasonably required for the construction, installation, maintenance, repair and replacement of the Communications Equipment. Tenant, or any assignee or subtenant of Tenant, may construct or erect such additional storage buildings or otherwise add or modify its Communications Equipment or telecommunications equipment, as the case may be, on the Leased Premises as reasonably required for the maintenance or operation of the Communications Equipment, or any telecommunications equipment of an assignee or subtenant.

7. Insurance. Tenant shall, at its expense, maintain during the Initial Term and any Extended Term(s), comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. Landlord shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements. Tenant may carry said insurance under a blanket policy. Tenant shall deliver to Landlord, prior to any entry to Landlord's Property, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to Landlord.

8. Termination. In addition to other rights of termination Tenant may have under this Lease, Tenant may, in Tenant's sole and absolute discretion at any time and for any or no reason, terminate this Lease.

Tenant shall give Landlord thirty (30) days written notice of termination of this Lease under this Section 8. Upon termination, neither party shall have any further obligation to the other under the terms of this Lease. Tenant agrees to remove the Tower (including footings to a depth of three (3) feet below grade), all Communications Equipment, and any other improvements of any nature from the Leased Premises within one hundred and eighty (180) days following termination of this Lease, whether the termination is voluntary, due to expiration of the Initial Term (or Extended Term, if applicable), or due to Tenant's breach of this Lease, and further agrees to restore at Tenant's sole cost and expense the portions of the Leased Premises occupied by Tenant, to the reasonable satisfaction of Landlord, to its original condition, normal wear and tear, damage by storm, fire, lightning, earthquake and other conditions beyond Tenant's control excepted.

9. Defaults and Remedies:

(a) Notwithstanding anything in this Lease to the contrary, Tenant shall not be in default under this Lease for the failure to perform obligations under this Lease for the payment of money until fifteen (15) days after the payment is past due, and neither Landlord or Tenant shall be in default under this Lease for failure to perform any other obligation under this Lease until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such non-monetary default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Lease if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

(b) Should Tenant fail to perform any obligations under this Lease for the payment of money within the 15 day period provided in paragraph 9(a) above or breach any material term or covenant in this Lease, and such breach shall continue uncured thirty (30) days after Landlord's written notice to Tenant, effective as provided in paragraph 24 below, Landlord may terminate this Lease, effective upon receipt of written notice by Tenant.

(c) Should Landlord breach any material term or covenant in this Lease or fail to perform any obligation under this Lease, and such breach shall continue uncured thirty (30) days after Tenant's written notice to Landlord, effective as provided in paragraph 24 23 below, Tenant may terminate this Lease effective upon receipt of written notice by Landlord or, at its option, cure such default. All sums expended by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand. If Landlord fails to reimburse Tenant promptly, Tenant shall have the right to set-off or deduct such amount from subsequent installments of rent only upon receipt of a court order or the final determination of an arbitration panel or other dispute resolution mediator allowing Tenant to do so.

10. Taxes. Landlord's Property is currently exempt from real property taxation pursuant to Ohio Revised Code § 5709.08 as it is exclusively used for a public purpose(s). This Lease is reasonably anticipated to remove the exemption for the area of the Leased Premises and other areas of Landlord's Property (to wit: the Access Easement and Utility Easement), as may be determined in the judgment of the tax commissioner, that are no longer devoted to exclusive public purpose(s), in addition to raising the valuation of Landlord's Property outside of the Leased Premises due to Tenant's improvements to the Leased Premises, if any such improvements do occur. Tenant shall pay annually an amount equal to any lost real estate tax exemption and/or increase in real estate taxes that may be attributable to Tenant's use



and/or occupancy of the (i) Leased Premises, including Tenant's improvements to the Leased Premises, reimburse Landlord for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Tenant's share thereof based upon the amount of the assessed valuation of the (a) Leased Premises, including the improvements to the Leased Premises made by Tenant, (b) Access Easement and (c) Utility Easement. Other than as set forth in this Section 10, Tenant shall not be responsible for any lost real estate tax exemption or increase in Landlord's real estate taxes. Tenant shall not be responsible for any interest, penalty or late charges caused by Landlord's failure to pay real estate taxes in a timely manner. Upon written request by Tenant, Landlord shall furnish evidence of payment of all taxes. Tenant may, at its sole cost and expense, in connection with providing protection against the filing of tax liens against the Leased Premises, as required by Applicable Laws, contest in good faith the legality or validity of any increase in taxes attributable to Tenant's improvements, and Landlord shall, at no cost to Landlord, assist Tenant if Tenant elects to contest such tax increase. In the event the taxes are decreased as a result of Tenant's contest, Tenant shall receive a full benefit of such reduction in taxes either by refund from the taxing authority or by Landlord, if Tenant has previously reimbursed Landlord for the amount of such tax.

11. Tests. Throughout the Initial Term and any Extended Term, Tenant and its subtenants shall have the right to conduct survey, soil, radio coverage, and environmental tests and conduct any other investigations needed to determine if the Leased Premises is suitable for the construction, installation, operation, maintenance, repair and replacement of the Communications Equipment.

12. Non-Interference. During the Initial Term and any Extended Term, Landlord will not grant a lease, license, or easement or transfer or convey any other interest in Landlord's Property upon which the Leased Premises is located or any other property owned by Landlord contiguous to the property upon which the Leased Premises is located to any party if such lease, transfer or conveyance would in any way adversely affect or interfere, in Tenant's reasonable but sole discretion, with any Communications Equipment or the operation of the Tower or the Leased Premises.

13. Fixtures. Landlord covenants and agrees that notwithstanding any contrary provision of statutory or common law, no part of the improvements, including without limitation, the Communications Equipment, constructed, erected or placed by Tenant on the Leased Premises shall be deemed by Landlord to be or become affixed to or a part of the Leased Premises, it being the specific agreement of Landlord and Tenant that all improvements of every kind and nature constructed, erected or placed by Tenant on the Leased Premises shall be and remain the personal property of Tenant and shall be removed by Tenant as provided in this Lease. Tenant agrees to save Landlord harmless on account of claims or mechanic's, materialman or other liens imposed upon the Leased Premises in connection with any alterations, addition, or improvements to the Leased Premises made by Tenant, Tenant's agents, employees or contractors.

14. Assignment and Subleasing.

14.1 Tenant may, upon written notice to Landlord, assign this Agreement or transfer all or any part of the Leased Premises without the prior consent of Landlord to any company whose business is the ownership and operation of communications towers provided that such assignee is Tenant's principal, affiliate, subsidiary of its principal or another entity which acquires all or substantially all of Tenant's

assets in the market defined by the Federal Communications Commission in which the Leased Premises is located by reason of a merger, acquisition or other business reorganization and the assignee assumes in full all of Tenant's obligations under this Lease and has a net worth equal to or better than Tenant's net worth as of the date of this Lease. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

Following the date of such assignment and assumption, Tenant shall have no further obligation under this Lease.

14.2 Tenant may upon prior notice to Landlord sublease a portion of the Leased Premises without the prior consent of Landlord, provided that in no event may any sublease permit any use not expressly permitted by this Lease, extend the term of this Lease, or in any way modify the terms of this Lease such that any sublease is and shall be expressly conditioned on the good and faithful performance of this Lease. Tenant is prohibited from entering into any sublease free of charge, as an in-kind exchange, as and for consideration for an unrelated transaction, in satisfaction of a debt, or for any form of consideration whatsoever except monetary payments paid directly to Tenant.

Starting with the second sublease, if any, that Tenant enters into with respect to the Tower, Tenant shall pay to Landlord as additional Rent on a current monthly basis a sum equivalent to twenty percent (20%) of the gross payment(s) of each such sublease ("Revenue Share Payments"). For the avoidance of doubt, Revenue Share Payments shall not be due for the first (i.e., anchor) sublease that Tenant enters into with respect to the Tower. Revenue Share Payments shall commence when Tenant begins receiving rent from the applicable subtenant. If a subtenant under a sublease for which Tenant is paying Revenue Share Payments stops paying rent under the sublease or the sublease terminates/expires, the applicable Revenue Share Payments shall no longer be due. Notwithstanding the foregoing, starting with the second sublease, if any, that Tenant enters into with respect to the Tower, Tenant shall provide Landlord with a current copy of each sublease, inclusive of any addendum(s) thereto.

15. Governmental Condemnation or Taking. In the event that any governmental, quasi-governmental agency or other public body exercises its power of eminent domain and thereby takes all or part of the Leased Premises or adjoining or adjacent property subject to an easement hereunder, apportionment thereby making it physically or financially unfeasible, as determined by Tenant in its sole discretion, for the Leased Premises to be used in the manner it was intended to be used by Tenant under this Lease, Tenant shall have the right to assert a claim against the condemning agency for the portion attributable to Tenant's interest in the Leased Premises and to terminate this Lease effective as of the date the condemning agency takes possession and the rental shall be equitably prorated. If only a portion of the Leased Premises is taken by eminent domain, and Tenant does not elect to terminate this Lease under this provision, then this Lease shall continue. Tenant reserves its right under paragraph 16(a) to relocate the Tower and the Communications Equipment, provided that the relocation does not impede or interfere with Landlord's use of Landlord's Property.

16. Damage or Destruction.

(a) Landlord acknowledges and agrees that it is extremely important that Tenant and its subtenants maintain continuous operation of the Communications Equipment on the Leased Premises. Therefore, in the event of any damage to or destruction of the Leased Premises, or any condemnation thereof, which renders the Communications Equipment inoperable or unusable, Tenant and its subtenants shall have the right, at its option, to construct or install temporary facilities, including temporary or replacement antennae, if necessary, on the Leased Premises or on Landlords Property, in such location as may be reasonably acceptable to Landlord and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation of the Communications Equipment. Landlord shall allow Tenant and its subtenants to install such additional equipment and fixtures, including but not limited to, antennae, cables, wires, and shall permit Tenant and its subtenants access, repair and maintenance rights as may be necessary to allow Tenant and its subtenants to operate and maintain such temporary facilities until the Leased Premises have been sufficiently repaired to permit use of the Communications Equipment on the Leased Premises, or until a substitute permanent location acceptable to Landlord and Tenant has been agreed upon, and construction of such substitute permanent facility has been completed to the reasonable satisfaction of Landlord. If Tenant elects to continue operation of the Communications Equipment, Tenant shall diligently pursue restoration of the Communications Equipment on the Leased Premises or, if applicable, a mutually agreed upon substitute location, in accordance with best practices in the industry for construction of Communications Equipment

(b) If the Leased Premises are repaired, Tenant and its subtenants shall have the right to construct and install replacement Communications Equipment, including, but not limited to, the Tower, antennae, cables, conduits, poles, wires and electronic or other equipment, in and on the repaired Leased Premises, in substantially the same location and manner as prior to the occurrence of the damage. It is the intention of the parties that Tenant and its subtenants shall be able to maintain continuous operation and use of the Tower throughout the Initial Term and any Extended Term(s), at the same or substantially the same site where the Leased Premises is currently located.

(c) If Tenant elects to continue operation of the Communications Equipment pursuant to this paragraph, this Lease shall not terminate on account of such damage, destruction or condemnation, but shall continue in effect. To the extent that Tenant continues to be able to operate the Communications Equipment on the Leased Premises or in a temporary location and continues to receive rent from its subtenants, Rent will not abate during the period of restoration of the Leased Premises. To the extent Tenant is unable to operate Communications Equipment on account of damage, destruction or condemnation not caused by acts or omissions of Tenant and its subtenants are not paying rent, Rent and Tenant's other obligations under this Lease shall be equitably abated or adjusted to account for any damage, destruction or reduction of the Leased Premises or the conditions under which Tenant's temporary or replacement facilities are being used and operated, commencing from the date of damage, destruction or condemnation and continuing during the period of such repair or restoration. If Landlord and Tenant are unable to agree on the amount of equitable rent abatement, Landlord and Tenant agree to submit the determination of "equitable rent abatement" to an independent arbitration process.

17. Consents and Approvals. Tenant and/or its subtenants shall maintain the permits necessary for the Communications Equipment. Upon execution of this Lease, Landlord agrees to cooperate with Tenant in all respects in connection with any application made by Tenant, in the name of Landlord, to any governmental authority for any license, permit or approval or renewal thereof. Procurement of licenses,

permits and/or approvals necessary for the construction, maintenance and operation of Tenant's or its subtenants' Communications Equipment shall be made at Tenant's expense, and Landlord shall have no obligations with respect thereto. However, whenever the consent or approval of either party is required or a determination must be made by either party under this Lease, no such consent or approval shall be unreasonably withheld, denied or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

18. Quiet Possession. Landlord hereby covenants that Tenant is seized and possessed of a valid leasehold estate in and to the Leased Premises, that Tenant shall have quiet and peaceable possession of the Leased Premises, that Landlord shall defend title to the Leased Premises for and on behalf of Tenant, and that Landlord shall provide such further assurances of title as may be necessary or appropriate. If the foregoing covenant of quiet possession shall be breached, Landlord shall be liable to Tenant for all damages incurred as a result of such breach.

19. Debt Security. Landlord covenants and agrees that, without the prior consent of Landlord, at all times during the Initial Term or any Extended Term, Tenant shall have the right to mortgage or convey by deed of trust, deed to secure debt or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Lease or the leaseholder's interest of Tenant created hereby, together with all of Tenant's right, title, and interest in and to the improvements hereinafter constructed, erected, or placed on the Leased Premises by Tenant, provided that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of Landlord, as provided herein and Landlord is notified of such encumbrance. Tenant shall not place a mortgage on Landlord's fee interest in Landlord's Property.

20. Estoppel Certificates, Landlord's Acknowledgment of Rights, and other Similar Documents. Landlord agrees that it will from time to time, within ten (10) days after request by Tenant, execute and deliver an estoppel certificate, Landlord's acknowledgement of rights or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant certifying that (i) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating the dates to which rent and other charges payable hereunder have been paid; (iii) stating that Tenant is not in default hereunder (or if Landlord alleges a default stating the nature of such alleged default); and (iv) acknowledging the rights of Tenant, Tenant's mortgagee or assignee, if any, and further stating such other matters as Tenant, Tenant's mortgagee or assignee shall reasonably require.

21. Subordination. If the Leased Premises is and shall be subject and subordinate to a mortgage, deed of trust or deed to secure debt in favor of Landlord's lender, Landlord shall provide to Tenant a non-disturbance agreement confirming the Tenant's right to quiet possession of the Leased Premises during the term of this Lease.

22. Environmental Matters. The operation of Landlord's Property has met, in all material respects, the Applicable Laws having jurisdiction, including, without limitation, all requirements pursuant to environmental protection, health, or safety laws and regulations (including the disposal of hazardous substances and solid wastes). Neither Landlord nor any of its agents or affiliates have, in connection with the operation of Landlord's Property, ever generated, stored, treated, transported, handled, disposed of, or

released any hazardous substance or solid, liquid, or gaseous waste in a manner that would give rise to any material liability under any statute or governmental regulation. Landlord is not a "potentially responsible party," as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or under any comparable state or local statute, in connection with any past or present waste disposal practices undertaken by it or on its behalf during its ownership or occupancy of Landlord's Property.

23. Notices. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth in Sections 1.10 and 1.11 above. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 23.

24. Entire Agreement and Binding Effect. This Lease and any attached Exhibits constitute the entire agreement between Landlord and Tenant. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

25. Due Authorization. If Landlord is a corporation, partnership or limited liability company, the undersigned represents that he or she is a duly authorized to execute this Lease and bind Landlord to the terms hereof.

26. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

27. Memorandum of Lease. Landlord and Tenant hereby agree, following the execution of this Lease, to execute the short form of Memorandum of Lease, in substantially the form of Exhibit G attached hereto and incorporated herein by reference as modified to conform to the laws of the state in which the Leased Premises are located. Tenant, at its sole expense, shall have the right to file the Memorandum of Lease of record in the county and state where the Leased Premises is located.

28. Time is of the Essence. Time is of the essence of this Lease and each and all of its provisions.

29. Governing Law. This Lease shall be construed and governed in accordance with the laws of the state in which the Leased Premises is located.

30. Severability. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

31. Waiver. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.

[Signatures are on the following page]

Executed by the parties' duly authorized representatives as of the Effective Date.

LANDLORD:

VILLAGE OF MADISON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT:

NORTHSTAR TOWERS, LLC

By: \_\_\_\_\_

Jesse Styles, President and Chief Executive Officer

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the Village of Madison, an Ohio municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(SEAL)

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by Jesse Styles, the President and Chief Executive Officer of Northstar Towers, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(SEAL)



## EXHIBITS AND SCHEDULES

### EXHIBITS

Legal Description of Landlord's Property	A
Legal Description of Leased Premises	B
Legal Description of Access Easement	C
Legal Description of Utility Easement	D
Memorandum of Option	E
Form of Easement Agreement	F
Memorandum of Lease	G

**EXHIBIT A**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

**EXHIBIT B**

**LEGAL DESCRIPTION OF LEASED PREMISES**

**EXHIBIT C**

**LEGAL DESCRIPTION OF ACCESS EASEMENT**

*TO BE ATTACHED UPON COMPLETION OF SURVEY*

**EXHIBIT D**

**LEGAL DESCRIPTION OF UTILITY EASEMENT**

EXHIBIT E

MEMORANDUM OF OPTION

This Memorandum of Option is made as of \_\_\_\_\_, 20\_\_ by and between VILLAGE OF MADISON, an Ohio municipal corporation, ("Landlord"), and NORTHSTAR TOWERS, LLC, a Delaware limited liability company ("Northstar"), who agree as follows:

1. Landlord's Address: Landlord's address is 81 Samuel Street, Madison, OH 44057.
2. Northstar's Address: Northstar's address is 815 Superior Avenue East, Suite 1812, Cleveland, OH 44114.
3. Option Premises. Landlord has granted to Northstar pursuant to that certain Option and Lease Agreement dated \_\_\_\_\_, 20\_\_ (the "Agreement"), an option to lease (the "Option") a portion of certain parcel of land located in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Landlord's Property"). In addition, Landlord has granted Northstar an option for (i) an access easement over Landlord's Property and (ii) a utility easement over Landlord's Property.
4. Option Term; Extended Term. The Option is for a period of three (3) years commencing on \_\_\_\_\_, 20\_\_ and expiring on \_\_\_\_\_, 20\_\_.
5. Vesting Deed. Landlord acquired title to Landlord's Property by virtue of a deed recorded on \_\_\_\_\_ as recorded in Book \_\_\_, Page \_\_\_ of the Official Records of \_\_\_\_\_ County, State of \_\_\_\_\_.
6. Purpose of Memorandum of Option. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum, the provisions of the Lease shall prevail.

The parties hereto have executed this Memorandum on the day and year first above written.

LANDLORD:  
VILLAGE OF MADISON

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

NORTHSTAR:

NORTHSTAR TOWERS, LLC

By: \_\_\_\_\_  
Jesse Styles, President and Chief Executive  
Officer

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the Village of Madison, an Ohio municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jesse Styles, the President and Chief Executive Officer of Northstar Towers, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(SEAL)



**EXHIBIT F**

[only necessary if box in Section 3.3 is checked]

**FORM OF EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ a(n) \_\_\_\_\_ ("Grantor"), having an address at \_\_\_\_\_, and NORTHSTAR TOWERS LLC, a Delaware limited liability company ("Grantee"), having an address at 815 Superior Avenue East, Cleveland, OH 44114.

**RECITALS:**

- A. Grantor is the owner of a certain parcel of land located in the \_\_\_\_\_ County of \_\_\_\_\_, State of \_\_\_\_\_ more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Landlord's Property").
- B. Grantee, as tenant, has entered that certain Lease Agreement (the "Lease") with Grantor, as landlord, dated as of \_\_\_\_\_, 20\_\_\_\_, pursuant to which the Grantee has leased from the Grantor a certain portion of Landlord's Property more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Leased Premises") for the purpose of constructing, maintaining and operating a telecommunications facility.
- C. The portion of Landlord's Property not being leased to Grantee is adjacent to the Leased Premises and access to and from the Leased Premises is over and across a portion of the Landlord's Property not being leased to Grantee; and
- D. Grantee desires to obtain the consent of Grantor for Grantee to use certain portions of Landlord's Property not being leased to Grantee and to further provide for the grant by Grantor to Grantee of an easement over and upon a portion of Landlord's Property not being leased to Grantee for vehicular and pedestrian ingress and egress to and from the Leased Premises and for the installation, operation and maintenance of utilities, all pursuant to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee covenant, contract and agree as follows.

1. Grantor hereby grants, bargains and conveys to Grantee, its successors, agents, assigns and subtenants, and Grantee is hereby given and granted, and accepts from Grantor, irrevocable, non-exclusive, unconditional and appurtenant \_\_\_\_ foot (\_\_\_\_) easement for ingress and egress to the Leased Premises over, across and upon certain portions of Landlord's Property more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Access Easement Tract"), for the purpose of accessing the Leased Premises in order to erect, install, operate, maintain, repair, replace and remove communications equipment and other necessary appurtenances. Grantee shall have the right but not the obligation to improve the Access Easement Tract either by grading, graveling or paving and for the purpose of providing a road to the Leased Property. Grantee shall have access to all areas of the

Leased Premises, Landlord's Property and rights-of-way owned by Grantor as necessary for the installation, maintenance and/or repair of such Access Easement.

2. In the event Landlord decides to construct a building over the Access Easement, Landlord shall have the right to relocate the Access Easement provided that (i) such relocation does not restrict the access to the Leased Premises, (ii) Landlord shall give Tenant not less than 120 days advance written notice, (iii) a substitute access easement (the "Substitute Access Easement") is granted for the new location, (iv) the Substitute Access Easement shall in all respects with regard to the rights granted Tenant be at least equal to the Access Easement, (v) this Lease, the Memorandum evidencing this Lease and any separate easement agreement are amended, as necessary, to document the termination of the Access Easement and the granting of the Substitute Easement, and (vi) such relocation is performed at Landlord's sole cost and expense.

3. Grantor also hereby grants, bargains and conveys to Grantee, its successors, agents, assigns and subtenants, and Grantee is hereby given and granted, and accepts from Grantor, an irrevocable, non-exclusive, unconditional and appurtenant easement for ingress and egress to the Leased Premises over, under, across and upon that certain portion of Landlord's Property more particularly described on Exhibit D attached hereto and incorporated herein by reference (the "Utility Easement Tract"), for the purpose of erection, installation, operation, maintenance and removal of Grantee's communications equipment and other necessary appurtenances and for telephone lines and power lines used in connection therewith. Grantee shall have the right but not the obligation to improve the Utility Easement Tract either by grading, graveling or paving and for the purpose of providing utilities to the Leased Premises including the installation, maintenance and operation (whether by Grantee or by Grantee's designated utility company) of necessary utilities from the point of connection with the utility company's distribution network to Grantee's building or other communications equipment located on the Leased Premises. Grantee and the utility company providing utility services to Grantee shall have access to all areas of the Leased Premises, the Landlord's Property, and rights-of-way owned by Grantor as necessary for the installation, maintenance and/or repair of such utility services.

4. The consents and rights granted herein are granted only to Grantee, its successors, agents, assigns and subtenants, and shall exist for only so long as the Leased Premises is leased or owned by Grantee, its successors, agent, assigns and subtenants and used to maintain and operate a telecommunications facility, and this Agreement shall terminate automatically upon the removal of such facility from the Leased Premises. Grantee covenants to utilize the Access Easement Tract and Utility Easement Tract only for the purpose of ingress and egress, the installation, operation, maintenance and removal of Grantee's communications equipment and the installation, operation and maintenance of utilities necessary to construct, operate and maintain a telecommunications facility upon the Leased Premises in the usual course of business. Grantor covenants not to do or permit any act or acts that will unreasonably prevent or hinder Grantee's or its agents' use of the Access Easement Tract and Utility Easement Tract for the aforementioned purposes.

5. Grantor agrees to cooperate with and assist Grantee in any way in obtaining any additional easements or consents required from any adjoining or adjacent property owners or other parties if necessary for Grantee to have adequate access and utility service to the Leased Premises.

6. Nothing contained in this Agreement will be deemed to be a dedication of any portion of the Access Easement Tract and Utility Easement Tract to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes set forth herein.

7. Each and all of the covenants and provisions contained herein (a) are made as an appurtenance for the benefit of the Leased Premises; (b) will create mutual equitable servitudes upon the Leased Premises and the Landlord's Property and shall be covenants running with the land; (c) will bind every person having any fee, leasehold or other interest in any portion of the Leased Premises or the Landlord's Property to the extent that such portion is affected or bound by any term, covenant or provision set forth herein; and (d) will inure to the benefit of the parties and their respective successors and assigns as to the Leased Premises and the Landlord's Property.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed the day and year first above written.

GRANTOR:

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

GRANTEE:

NORTHSTAR TOWERS LLC

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



**EXHIBIT A TO EASEMENT**

**DESCRIPTION OF LANDLORD'S PROPERTY**

**EXHIBIT B TO EASEMENT**

**LEGAL DESCRIPTION OF LEASED PREMISES**

**EXHIBIT C TO EASEMENT**

**ACCESS EASEMENT**

**EXHIBIT D TO EASEMENT**

**UTILITY EASEMENT**

**EXHIBIT G**

**MEMORANDUM OF LEASE**

This Memorandum of Lease is made as of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, an  
\_\_\_\_\_ ("Landlord"), and Northstar Towers, LLC, a Delaware limited  
liability company ("Tenant"), who agree as follows:

1. Landlord's Address: Landlord's address is \_\_\_\_\_.
2. Tenant's Address: Tenant's address is 815 Superior Avenue East, Suite 1812, Cleveland, OH 44114.
3. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord, pursuant to that certain Lease Agreement of even date herewith (the "Lease"), that certain parcel of land located in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises"). In addition, Landlord hereby grants to Tenant (i) an access easement over the land described on Exhibit B attached hereto and incorporated herein by reference and (ii) a utility easement over the land described on Exhibit C attached hereto and incorporated herein.
4. Term; Extended Terms. The initial term of the Lease commences on \_\_\_\_\_, 20\_\_ and expires on \_\_\_\_\_, 20\_\_. Tenant has ten (10) five-year options to extend the term of the Lease in accordance with and subject to the provisions and conditions of the Lease.
5. ~~First Right of Refusal. During the Term of the Lease, Tenant shall have the continuing first right to purchase the Leased Premises or any adjoining or adjacent property subject to an easement in favor of Tenant in accordance with and subject to the provisions and conditions of the Lease.~~
6. Vesting Deed. Landlord acquired title to the Premises by virtue of a deed recorded on \_\_\_\_\_ as recorded in Book \_\_\_, Page \_\_\_ of the Official Records of \_\_\_\_\_ County, State of \_\_\_\_\_.
7. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the Lease. The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

The parties hereto have executed this Memorandum of Lease on the day and year first above written.

[Signatures are on the following page]

The parties hereto have executed this Memorandum on the day and year first above written.

LANDLORD:

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

NORTHSTAR:

NORTHSTAR TOWERS, LLC

By: \_\_\_\_\_  
Jesse Styles, President and Chief Executive  
Officer



STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the \_\_\_\_\_ of the \_\_\_\_\_, a(n)  
\_\_\_\_\_, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Jesse Styles, the President and Chief Executive Officer of Northstar Towers, LLC, a Delaware limited  
liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF LEASED PREMISES**

**EXHIBIT B**

**LEGAL DESCRIPTION OF ACCESS EASEMENT**

*TO BE ATTACHED UPON COMPLETION OF SURVEY*

**EXHIBIT C**

**LEGAL DESCRIPTION OF UTILITY EASEMENT**

**ORDINANCE 31-2021**

**AN ORDINANCE PROVIDING FOR ADDITIONAL PERMANENT APPROPRIATIONS AND ADJUSTMENTS TO VARIOUS LINE ITEMS FOR THE CURRENT EXPENSES AND FOR OTHER EXPENDITURES OF THE VILLAGE OF MADISON, OHIO, FOR THE PERIOD BEGINNING JANUARY 1, 2021 TO AND INCLUDING DECEMBER 31, 2021, AND DECLARING AN EMERGENCY.**

WHEREAS, the Fiscal Officer requests this Council to authorize additional permanent appropriations and adjustments to various line items for current expenses and for other expenditures of the Village during the year 2021.

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

SECTION 1. To provide for current expenses and other expenditures of the Village of Madison, Ohio, for the period beginning January 1, 2021, to and including December 31, 2021 there be and hereby is appropriated the following amounts:

<b>\$478,650.00</b>	<b>From: Unappropriated Special Projects Fund (4903)</b>
<b>\$473,150.00</b>	<b>To: Professional &amp; Technical for H2Ohio Grant (4903-800-340-0040)</b>
<b>\$ 5,500.00</b>	<b>To: Payment to Another Political Subdivision for H2Ohio Grant (Lake Co. Soil &amp; Water 4903-800-640-0040)</b>

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison, and further necessary to provide the Village of Madison the necessary funds for the operation of the Village during the period aforesaid; wherefore, this Ordinance shall take effect and be in force immediately upon its passage.

PASSED ON:

\_\_\_\_\_

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

Attested:

Approved:

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

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

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

RESOLUTION NO. 16- 2021

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LAKE COUNTY LAND REUTILIZATION CORPORATION; AND DECLARING AN EMERGENCY.

WHEREAS, the Lake County Land Reutilization Corporation aids community and economic well-being by taking title to distressed and tax foreclosed properties;

WHEREAS, in order to coordinate activities undertaken by the Lake County Land Reutilization Corporation and Village of Madison, a Memorandum of Understanding has been drafted; and

WHEREAS, the Council desires to accept the Memorandum of Understanding.

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

SECTION 1. The Mayor is hereby authorized to execute on behalf of the Village the Memorandum of Understanding with the Lake County Land Reutilization Corporation attached hereto as Exhibit "1" and incorporated herein by this reference.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of the inhabitants of the Village of Madison, and, for the further reason that immediate passage is necessary to meet contractual deadlines, it shall, therefore, take effect and be in full force from and upon its adoption if adopted by the affirmative vote of at least four members of Council and otherwise at the earliest time provided by Ohio law.

---

Mark V. Vest,  
President of Council

PASSED:

1<sup>st</sup> Reading: \_\_\_\_\_

Attested:

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

Approved:

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

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



# MEMORANDUM OF UNDERSTANDING

**THIS MASTER COOPERATIVE LAND REUTILIZATION AGREEMENT** (this “Agreement”) is made and entered into and is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between the **LAKE COUNTY LAND REUTILIZATION CORPORATION** (the “LCLRC”), and **MADISON VILLAGE, OHIO** (the “Municipality”), under the following circumstances:

## **WHEREAS:**

- A.** The LCLRC has been organized for the purposes of exercising the essential governmental purposes provided for under the Chapters 1724 and 5722 of the Ohio Revised Code (ORC) and any ancillary purposes for which statutory authority has been given to the LCLRC under the ORC within Lake County, Ohio (the “County”), including, but not limited to, the following purposes: (1) facilitating the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the county; (2) efficiently holding and managing vacant, abandoned or tax-foreclosed real property pending its reclamation, rehabilitation, renovation and reutilization; (3) assisting governmental entities, such as the Municipality, and other non-profit or for-profit entities to clear titles, to remove structures, assemble parcels, of vacant, abandoned, tax-foreclosed or other real property within the County in a coordinated manner; and (4) promoting economic development, affordable housing and other economic opportunities in the county or region.
- B.** Notwithstanding that the LCLRC may maintain, acquire, dispose of, rehabilitate, renovate and/or demolish properties within the Municipality as it deems best, constrained only by the Municipality’s applicable building, housing and zoning codes, and such other federal and state laws, the LCLRC and the Municipality never the less jointly desire to cooperate in the reclamation, rehabilitation, renovation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the Municipality’s boundaries on the terms, conditions and provisions herein.

**NOW THEREFORE**, the LCLRC and the Municipality each agrees as follows:

## **ARTICLE I**

### **DEFINITIONS; INTERPRETATION**

**SECTION 1.1. SHORT TITLE.** This Agreement, together with any and all Supplements hereto, are hereinafter referred to as the “Agreement”.

**SECTION 1.2. DEFINITIONS.** In addition to the words and terms defined above, the following words and terms shall have the meanings given to such words and terms in this Section:

**“Protocols”** mean, collectively, the Acquisition, Demolition, Disposition, Maintenance and Rehabilitation Protocols, and any Protocols that are required to be established pursuant to Article II hereof.

**“Statutory Protocols”** means the acquisition protocols created pursuant to the Ohio Revised Code.

**“Acquisition Protocols”** mean the mutually agreed-upon procedures, as set forth in Exhibit A-1 to this Agreement, to be followed by the LCLRC and the Municipality in connection with the acquisition of properties by either the LCLRC or the Municipality.

**“Rehabilitation Protocols”** mean the mutually agreed-upon procedures, as set forth in Exhibit A-2 to this Agreement, to be followed by the LCLRC and the Municipality in connection with the rehabilitation of properties within the Municipality.

**“Maintenance Protocols”** mean the mutually agreed-upon procedures, as set forth in Exhibit A-3 to this Agreement, to be followed by the LCLRC and the Municipality in connection with the maintenance of properties within the Municipality.

**“Demolition Protocols”** mean the mutually agreed-upon procedures, as set forth in Exhibit A-4 to this Agreement, to be followed by the LCLRC and the Municipality in connection with the demolition of abandoned and vacant structures within the Municipality.

**“Disposition Protocols”** mean the mutually agreed-upon procedures, as set forth in Exhibit A-5 to this Agreement, to be followed by the LCLRC and the Municipality in connection with the disposition of properties within the Municipality.

## ARTICLE II

### STATUTORY PROTOCOLS

Pursuant to the Ohio Revised Code, certain preemptory rights apply to municipalities as it pertains to properties acquired by the LCLRC. These are as follows:

- 1. MUNICIPAL LAND BANK PREEMPTION.** Upon the tax foreclosure of properties by the Lake County Treasurer, municipalities having their own land banks pursuant to R.C. 5722.01 et seq., as well as the LCLRC, are eligible to receive such tax-foreclosed properties. Whether such eligibility arises by virtue of: a.) deeds in lieu of foreclosure; b.) Board of Revision tax foreclosures; or, c.) judicial foreclosures, in the event both the Municipality and the LCLRC seek to acquire such property, the Municipality preempts the LCLRC and shall have first priority to acquire such property. The

LCLRC will recognize a similar preemption priority when both LCLRC and the Municipality seek to receive such tax foreclosed properties.

2. **RIGHT OF FIRST ACQUISITION.** The parties acknowledge that the LCLRC will acquire properties through means other than tax foreclosures such as direct purchases, acquisitions from lenders, lender servicers, and Government Sponsored Enterprises. Upon any such acquisition, the Municipality shall have thirty (30) days from the date such acquisition is posted on the LCLRC's website to indicate its desire to acquire said parcel. In the event the Municipality provides written notice to the LCLRC within such time of its intent to so acquire the property, then it shall acquire and close on such property within 30 days of said notice, paying for all of the LCLRC's related expenses including but not limited to any associated holding costs, transactional costs and costs of acquisition. In such event, the LCLRC shall convey by quit claim deed the property so requested by the Municipality. The Municipality shall also be responsible for the costs associated with any title examinations, title policies, and any other studies or inspections it desires.

If the Municipality does not provide written notice of its intent to acquire the property within said thirty (30) days, or having given such notice fails to close on such acquisition as prescribed herein, then the Municipality may acquire such property, but only on terms, conditions, costs and purchase price as the parties shall negotiate. However, in any such case, the LCLRC shall not be required to sell or convey such property to the Municipality as a matter of right. Any conflict between the language set forth in this Article and existing statutory language shall be governed by the statutory language.

### **ARTICLE III**

#### **LAND REUTILIZATION PROGRAM**

**ESTABLISHMENT OF ACQUISITION, DEMOLITION, MAINTENANCE, REHABILITATION AND DISPOSITION PROTOCOLS.** The LCLRC and the Municipality may jointly develop: (a) Acquisition Protocols for the purposes of acquiring properties within the boundaries of the Municipality by either the LCLRC or the Municipality under this Agreement; (b) Demolition Protocols for the purpose of demolishing any abandoned vacant structures within the Municipality; (c) Maintenance Protocols for the purpose of maintaining properties within the Municipality during the period of ownership by the LCLRC or the Municipality; (d) Rehabilitation Protocols for the purpose of rehabilitating properties within the Municipality during the period of ownership by the LCLRC or the Municipality; and (e) Disposition Protocols for the purposes of disposing of properties within the Municipality, all as set forth in Exhibit's A-1 through A-5.

### **ARTICLE IV**

#### **ALLOCATION OF COSTS OF PROTOCOLS**

The LCLRC and the Municipality shall bear the costs of any of the Protocols utilized hereunder in accordance with the provisions as set forth in each Protocol.

## ARTICLE V

### OTHER PROTOCOLS REGARDING LAND

Nothing in this Agreement shall prohibit the parties hereto from establishing from time to time or at any time additional Protocols regarding properties that come into the possession of either of the parties. In connection with the establishment of such other Protocols, the Protocols shall be attached to this Agreement and shall be designated as Exhibit's A-1, A-2, etc.

## ARTICLE VI

### MISCELLANEOUS

**SECTION 5.1. TERM OF AGREEMENT.** This Agreement may be terminated by either of the parties hereto upon sixty (60) days' prior written notice of the terminating party to the other party; provided, however, that such a termination shall not be of any force and effect as to any monetary obligations of either of the parties hereunder or of any third party in effect at the time of such termination pursuant to any other agreement executed in connection with, but separate from this Agreement. In the event the parties dispute any amounts owing one to another, at the time of the termination, then the parties shall work in good faith to provide one another with sufficient documentation to reasonably identify and resolve any remaining obligations. Failing such resolution, the parties shall submit any such dispute to a neutral arbitrator as they may agree upon, or failing such selection, to the American Arbitration Association within 30 days of a request by either party.

**SECTION 5.2. AMENDMENT OF AGREEMENT.** This Agreement, including the Protocols attached hereto, may be amended from time to time and at any time provided that such amendment is in writing and is executed by both of the parties hereto.

**SECTION 5.3. SEVERABILITY.** If any covenant, agreement, waiver or part thereof contained in this Agreement be forbidden by any pertinent law, or should any pertinent law be effective as to render this Agreement or portions therein invalid or unenforceable, then each such covenant, agreement, waiver or part thereof shall itself be and is hereby declared to be wholly ineffective and this Agreement shall be construed as if the same were not included herein.

**SECTION 5.4. NOTICES.** All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by certified mail, postage prepaid and addressed as follows:

If to the LCLRC: John M. Rogers, Esq.  
Lake County Land Reutilization Corporation  
8 North State St., STE 215  
Painesville, Ohio 44077-3955

If to the Municipality: Hon. Sam Britton, Jr.  
Madison Village  
33 East Main St.  
Madison, Ohio 44057

**SECTION 5.5. SUCCESSORS AND ASSIGNS; PARTIES IN INTEREST; ASSIGNMENT.** The covenants, agreements, conditions, promises and undertakings in this Agreement shall extend to and be binding upon the successors and assigns of the LCLRC and the Municipality and all of the covenants thereof shall bind such successors and assigns, and each of them, jointly and severally. All the covenants, conditions and provisions hereof shall be held to be for the sole and exclusive benefit of the LCLRC and the Municipality and no third party shall be deemed the beneficiary of such covenants, conditions and provisions without the written consent thereto of each of the parties hereto.

Both the LCLRC and the Municipality may assign any part or all of its rights or obligations hereunder to a third party but only with the prior written consent of the non-assigning party.

**SECTION 5.6. GOVERNING LAW.** This Agreement shall be governed by Ohio law.

**SECTION 5.7. EFFECTIVE DATE; COUNTERPARTS.** This Agreement shall take effect immediately upon delivery of an executed copy hereof to each of the parties hereto. This Agreement may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

**IN WITNESS WHEREOF,** both the LCLRC and the Municipality have executed this Agreement as of the date first set forth above.

***LAKE COUNTY LAND REUTILIZATION CORPORATION***

By: \_\_\_\_\_  
**JOHN M. ROGERS, ESQ.**

Title: **Executive Director**

***MADISON VILLAGE***

By: \_\_\_\_\_  
**SAM BRITTON, JR.**

Title: **Mayor**

## EXHIBIT A-1

### ACQUISITION OF PROPERTIES

As part of its primary mission, the LCLRC will acquire properties in order to improve the quality of neighborhoods, increase existing land values, create diverse housing opportunities and return properties to the tax rolls.

#### **BASIC CONSIDERATIONS**

- A. All acquired properties must have a maintenance plan and funding in place. Initial priority will be given to properties with a designated end-user.
- B. Properties may be acquired when any of the following criteria exist:
  - 1. The property is eligible for tax foreclosure or appear on the Auditor's Forfeited Land List
  - 2. A deed-in-lieu of foreclosure is offered by an owner and no liens are attached to the property, with the exception of delinquent taxes, assessments, penalty, interest and fees
  - 3. The property is made available as a donation: all donations shall be free and clear of all liens, including existing taxes, delinquent taxes, assessments, penalties, interest and fees.
  - 4. A property is being requested by a qualified end-user or other entity for ultimate acquisition, and
    - a. Acts as a catalyst for further development, and/or
    - b. Is part of a comprehensive development plan, and/or
    - c. Supports infrastructure, public use or development of green space, and/or
    - d. Reduces blight in the community.
  - 5. Is located in targeted reinvestment areas and will support strategic neighborhood stabilization and revitalization plans
  - 6. Demolition will eliminate blight and/or supports neighborhood revitalization plans

*In particular, acquisitions will be prioritized where the LCLRC's participation is necessary to complete the redevelopment.*

- C.** Available for the creation or expansion of green space or community space or urban agriculture of any kind
- D.** Title issues prevent the property from being developed to its highest and best use
- E.** Mortgaged-foreclosed or in receivership and located in a neighborhood that is an area of focus, or with the purpose of preventing the further decline of a neighborhood
- F.** Available for immediate occupancy without need for substantial renovation or rehabilitation
- G.** Part of a land assemblage development plan by either the LCLRC, the Municipality and/ or partnering entities.
- H.** Fulfilling the community's plan for historic preservation
- I.** May generate operating support for the functions of the LCLRC
- J.** The LCLRC must be aware of any environmental conditions for Brownfield properties. If any adverse conditions are determined, remediation or a remediation plan must be in place before acquisition
- K.** Any exception to the policies governing acquisition may be subject to review by the LCLRC Board for final approval

## EXHIBIT A-2

### REHABILITATION POLICY

The LCLRC may acquire improved properties at the request of a potential end user and/or may elect to acquire an improved property with an intention of rehabilitating the property for future sale/use.

The LCLRC may work with community groups, qualified contractors, individuals and others seeking to purchase and rehabilitate a home in order to return a property to private ownership as soon as possible.

The LCLRC's resources may be used to identify an end-user who will take title to the property and return it to productive use. An important aspect of taking this approach is ensuring that properties in need of rehabilitation are brought up to code, at minimum, or to quality housing standards as established by the LCLRC. With this in mind, the LCLRC will attempt to achieve an appropriate balance between necessary maintenance and the efficient use of its resources.

#### **PROCEDURES**

##### **1. PROPERTY EVALUATION**

- A. The LCLRC will utilize a building inspector, certified contractor or LCLRC staff to evaluate the condition of the structure, identify required repairs and estimate the cost of the repairs.
- B. Minimum rehab requirements will be based on local building codes and repairs necessary to obtain a certificate of occupancy.
- C. The LCLRC may establish specific quality housing standards that exceed minimum building code requirements.

##### **2. PROPERTY SHOWING**

- A. The LCLRC where applicable, will maintain a list of homes available for rehabilitation. The list will include basic property information, such as parcel number, address, neighborhood, square feet and availability. Such list may be displayed in a manner determined by the LCLRC (i.e. website, hard copy maintained in LCLRC office, etc.).
- B. Interested rehabbers or those interested in purchasing the property shall submit a written offer for the property along with their qualifications and proposed rehab specifications. Rehab specifications will be reviewed for compliance with local building standards and/or the LCLRC's quality housing standards.



### **3. VETTING REHABBERS**

- A.** The LCLRC will vet all rehabbers prior to entering into any contract or purchase agreement for a property.
- B.** The rehabber's company and its principal officer or officers will be vetted for tax delinquencies, housing court problems, violent crime, lawsuits involving rehabilitation and subcontractor disputes. This information is readily available on public data sites.
- C.** The LCLRC will review and verify previous successful rehabs and, ideally, references from Community Development Corporations (CDC's) or Municipality officials.
- D.** The LCLRC will consider the financial capacity of the rehabber in completing the required work.
- E.** Results of the vetting process will determine whether a property will be sold directly to the rehabber, renovated and sold to another purchaser, sold through a deed-in-escrow program, or reject and offer making the property available to other rehabbers.
- F.** The vetting process should be thorough enough to ensure that the LCLRC will not be viewed as "flipping" the property.
- G.** In cases where the rehabber has a well-known reputation and proven success in rehabbing properties, the improved property may be transferred directly to the rehabber. When a rehabber has no negative history, but has no verifiable history, the LCLRC will take steps to ensure that all rehab work is completed to an acceptable standard normally evident with a Certificate of Occupancy.

### **4. DEED-IN-ESCROW**

- A.** When working with unproven contractors, community groups or individuals, the LCLRC must ensure that the distressed property is brought up to at least minimum standards.
- B.** The "deed-in-escrow" agreement simply involves the execution of a purchase agreement, but the deed is held in escrow until the rehabber secures a Certificate of Occupancy upon completion of the work. At that time, the rehabber pays the purchase price for the property. There are several obvious benefits to the deed-in-escrow agreement.
  - a.** The LCLRC literally holds title to the property until the work is completed. If the rehabber fails to perform mid-stream, the rehabber forfeits all improvements and expenses made on behalf of the property;

- b. This process is based on a predictable and objective standard, i.e., Certificate of Occupancy;
  - c. The property remains in a tax-free state while the rehab is being completed;
  - d. The rehabber *may* not be required to pay the purchase price until the work is completed thereby not tying up his/her money.
- C. Entry into a deed-in-lieu contract gives the buyer “equitable title” to the property (and thereby an insurable interest). If the rehabber’s insurance agency or lender insists on the rehabber having actual title, then a “reverse deed-in-escrow” provides yet another alternative. In this situation, the deed is transferred to the rehabber for the purpose of procuring insurance and/or financing. Simultaneously, the rehabber contingently tenders a deed directly back to the LCLRC. If the rehabber fails to perform as promised, the LCLRC is free to file the deed back into its name.

## **EXHIBIT A-3**

### **MAINTENANCE POLICY**

As a general policy, the LCLRC will work with qualified end-users, community-minded neighbors, and others to return a property to productive, private ownership as soon as possible. However, the LCLRC may acquire parcels that will require regular maintenance for extended periods of time while end-users are solicited or the property is inventoried for future use.

The LCLRC's resources are best used to identify an end-user who will take title to the property and return it to productive use. With this in mind, the LCLRC will attempt to achieve an appropriate balance between necessary maintenance and the efficient use of its resources.

#### **MAINTENANCE PROCEDURES**

##### **A. Maintenance Property**

1. When the LCLRC acquires an improved property that will be held and/or rehabilitated or when the LCLRC acquires a vacant lot without a designated end-user, the parcel shall be considered a Maintenance Property.

##### **B. Maintenance Generally**

1. The LCLRC will seek qualified vendors for maintenance purposes as is necessary for the property for the duration of the LCLRC's ownership.
2. To use resources most efficiently, the LCLRC will prioritize maintenance partnerships with public-sector vendors or not-for-profit organizations whenever possible.
3. When necessary, the LCLRC may solicit bids from private vendors in order to meet its maintenance needs. A request for proposals of this nature may include a block of properties or properties on an individual basis.

#### **MAINTENANCE STANDARDS**

##### **A. For all newly acquired improved properties the LCLRC will require the vendor to:**

1. Remove all trash and debris
2. Change locks
3. Board up or otherwise secure the property
4. Terminate all utilities
5. Winterize (when necessary)

- B.** For all newly acquired vacant lots the LCLRC will require the vendor to:
1. Remove all trash and debris
  2. Mow grass and/or weeds
- C.** Ongoing maintenance will include:
1. Removing debris from porch, steps, yard and driveway
  2. Re-securing the property if necessary
  3. Mowing of lawn on a monthly basis
- D.** When maintenance is provided by the Municipality, maintenance schedules will be coordinated with the Municipality's existing maintenance schedule.

## EXHIBIT A-4

### DISPOSITION OF PROPERTIES

As part of its primary mission, the LCLRC will dispose of properties in a manner which will improve the quality of neighborhoods, increase land values, create diverse housing opportunities and return properties to productive use and the tax rolls.

#### **A. ELIGIBLE END-USERS**

In order to facilitate its redevelopment mission and return property to long-term productive use, the LCLRC will require all prospective end-users to qualify for transfers based on the following criteria:

1. Individuals and entities that were the prior owners of property at the time of the tax foreclosure which transferred title to the LCLRC *shall be ineligible* to be the transferee of such property from the LCLRC.
2. The transferee must not own any real property within Lake County that:
  - a. Has any un-remediated citation or violation of Ohio statute or local ordinances,
  - b. Is tax delinquent,
  - c. Was transferred to a local government as a result of tax foreclosure proceedings within the past 5 years.
3. The subject property must not have been used by the transferee or a family member of the transferee as his or her personal residence at any time preceding the submission of application (except in rental cases).

Additional criteria for the qualification of an end-user of//for commercial properties shall include but not be limited to:

1. Identified funding sources and financial wherewithal,
2. Planned improvements,
3. Pre-lease agreements with potential tenants,
4. Previous experience in community redevelopment,
5. Development team qualifications,
6. Developer's equity in the project,
7. Timeline for completion,
8. Evidence of community support, and
9. Any other information the LCLRC may require. Qualifying criteria may vary depending on the nature of the end-user.

## **B. VACANT LOTS**

Unimproved property that the LCLRC owns or is acquiring is eligible to be purchased under the conditions listed below. The transfer of any given parcel of property is subject to override by higher priorities as established by the LCLRC. Individuals interested in purchasing a vacant non-buildable lot contiguous to their property may acquire the parcel as a Side-Lot.

1. **QUALIFIED PROPERTIES** – parcels shall meet the following minimum criteria:
  - a. The property shall be a vacant unimproved real property.
  - b. The property shall be owned or is being acquired by the LCLRC, either as an unimproved lot or with the intention of demolishing any structures that currently exist on the land.
  - c. The intended use of the property must be disclosed by the recipient planning to acquire the property. Use must comply with any applicable zoning and must be included in approved uses as specified by the Municipality.
  - d. The transfer may include a deed restriction requiring the use of the property to be consistent with the stated use.
2. **PRICING** – All vacant properties offered for sale shall have an asking price based upon an estimated market value. All fees associated with the sale of a property, including but not limited to title examinations, title insurance, recording fees are the responsibility of the transferee and are not included in the sale price.
3. **TRANSFER PROCEDURE**
  - a. The LCLRC will accept applications from those entities who wish to acquire a vacant lot.
  - b. The LCLRC will attempt to facilitate a transfer of the vacant parcel to an end-user based on the following priorities:
    - i. Future Development
    - ii. Local governments
    - iii. Local non-profit agencies
    - iv. Local for-profit agencies
    - v. Individuals who are a resident of Lake County
    - vi. Other
  - c. Once an end user has been identified, the LCLRC Executive Director is authorized to facilitate a transfer of the property without further

authorizations.

- d. The LCLRC will take the steps necessary to facilitate a closing on a specific LCLRC owned property.

### C. SIDE LOT'S

#### 1. QUALIFIED PROPERTIES – parcels of property eligible for consideration as a Side Lot shall meet the following *minimum* criteria:

- a. The property shall be a vacant unimproved real property.
- b. The property shall be owned or is being acquired by the LCLRC, either as an unimproved lot or with the intention of demolishing any structures that currently exist on the land.
- c. The property shall be physically contiguous to adjacent property with not less than a 50% common boundary line on one side.
- d. The property is of insufficient size to permit independent development.
- e. No more than one lot may be transferred per contiguous lot.
- f. Intended use for Side Lot must be disclosed by the intended recipient. Use must comply with any applicable zoning and must be included in approved uses as specified by the Municipality. The transfer may include a deed restriction requiring the use of the property to be consistent with the stated use.

#### 2. PRICING – While LCLRC owned properties are to be sold for market value, non-buildable side lots, to be sold to an adjacent owner *may* be priced as low as \$250.00. All costs associated with the transfer of title, including but not limited to a title examination, title insurance, deed preparation and recording fees are the responsibility of the transferee and are not included in the sales price.

#### 3. TRANSFER PROCEDURE

- a. The LCLRC will accept applications for Side Lots from contiguous property owners who wish to acquire an adjoining property.
- b. The LCLRC will attempt to facilitate a transfer of the parcel to a single side-lot owner whenever possible.
- c. In the event that multiple adjacent property owners desire to acquire the same side lot, the property will be divided and transferred among the interested contiguous property owners. To facilitate such a transaction, the adjacent owners may be required to pay the costs of a

required survey of the land necessary to split the parcel, in addition to the standard considerations.

- i. If both parties do not agree to this resolution, the property will be sold based on the highest offer.
  - ii. In the event of two or more interested purchasers, a contiguous property owner who needs the parcel for a driveway or any other local code compliance issue will receive priority.
- d. The LCLRC will prepare and provide a quit claim deed for the property and otherwise facilitate closing.

#### **D. IMPROVED PROPERTIES**

Improved property that the LCLRC owns or is acquiring is eligible to be purchased under the conditions listed below. The transfer of any given parcel is subject to override based upon the priorities outlined in the established Transfer Procedures (see 3).

1. **QUALIFIED PROPERTIES** – the disposition of improved properties shall meet the following *minimum* criteria:
  - a. The property is owned or is being acquired by the LCLRC.
  - b. The property includes a residential or commercial structure
  - c. The property has been inspected by the LCLRC to determine if the structure(s) has the potential for rehabilitation.
  - d. The structure may be rehabilitated or is to be renovated by the LCLRC prior to sale.
  - e. Intended use for the property must be disclosed by the intended recipient. Use must comply with any applicable zoning and must be included in approved uses as specified by the Municipality.
  - f. The transfer may include a deed restriction requiring the use of the property to be consistent with the stated use.
2. **PRICING** - Properties sold as improved properties are to be sold for market value. All costs associated with the transfer of title, including but not limited to a title examination, title insurance and recording fees and are the responsibility of the transferee and are not included in the sales price. Significant deviations from an estimated market value may require approval by the LCLRC Board.



### 3. TRANSFER PROCEDURE

- a. The LCLRC will accept applications for improved properties from individuals, companies, governments, non-profit agencies, for-profit agencies or others who wish to acquire one or more improved properties.
- b. The LCLRC will attempt to facilitate transfer of an improved parcel to an end-user based on the following end-use priorities:
  - i. Home ownership
  - ii. Historic preservation
  - iii. Mixed income development
  - iv. Rental
  - v. Institutional/public use
  - vi. Commercial
- c. Improved properties may be transferred under one of the following scenarios:
  - i. An improved property that is available for immediate occupancy may be transferred directly to a qualified end-user
  - ii. Property in need of repair prior to occupancy may
    1. Be rehabbed by the LCLRC directly
    2. Be transferred directly to an approved rehabber meeting the criteria outlined in Exhibit A-2.
    3. Be transferred to a rehabber agreeing to make required repairs prior to receiving deed for the property (deed-in-escrow)
    4. Be transferred to an individual who will make necessary repairs and reside in the property for a specified period of time. Deed will be held in escrow until certificate of occupancy is obtained.
- d. Having identified an end user or users, the LCLRC Executive Director is authorized to facilitate a transfer of the property without further approval.
- e. The LCLRC will prepare and provide a quit claim deed for the property and otherwise facilitate closing.

## EXHIBIT A-5

### DEMOLITION POLICY

One of the LCLRC's primary responsibilities is blight elimination. Demolition of vacant, abandoned, blighted or condemned structures is key to eliminating blight. Demolition may occur in conjunction with a transfer to a qualified end-user. Demolition may also occur while the LCLRC works to identify an end-user or users, who will take title to the unimproved land for future use, or in coordination with land assembly for future development.

#### **GENERAL DEMOLITION PROCEDURES**

##### **A. Property Inspection**

1. Prior to acquisition, the LCLRC will engage internal staff or a property inspector to evaluate the current condition of any structures on the property.
2. Where a property's condition warrants demolition, the LCLRC will coordinate the steps necessary to demolish the structures and return the property to a natural condition suitable for future development.
- 3.
4. Where an environmental concern exists on any LCLRC property, aside from identified asbestos, appropriate steps shall be taken to identify any hazards posed by an appropriate analysis. Where an environmental hazard is confirmed, the LCLRC shall undertake appropriate measures to remove the hazard(s) in compliance with any regulations prior to making the property available for disposition.

##### **B. Asbestos Survey**

1. As a matter of procedure, the LCLRC will order an asbestos survey when necessary, from a qualified asbestos consultant.
2. If a survey's results indicate abatement is necessary, the LCLRC may contract directly with an asbestos contractor, or indirectly through a Demolition Contractor who sub-contracts the asbestos abatement. All abatement shall comply with any regulatory or existing EPA requirements.

##### **C. Selection of Demolition Contractor and Award of Contract**

1. LCLRC or its agent will compile a list of qualified demolition contractors.
2. LCLRC or its agent will prepare detailed bid specs for demolition and asbestos abatement, in order to solicit bids from pre-qualified contractors. Properties may be bundled for bid purposes.

3. Contracts will be awarded to a contractor providing the lowest and best bid. Changes to existing contracts including the addition of demolition work is subject to agreement between the LCLRC and a contractor under contract.
4. Executed contracts shall include all necessary permitting, environmental compliance, total removal of the structure(s), including but not limited to the foundation or substructure, driveway, walkways, septic tanks, proper disposal of debris, replacement of grading of lot and planting of grass.
5. Other contract requirements may be included as necessary.
6. Deconstruction of the structure may be permitted to recover important historic materials or architectural details. A nonprofit or community group with experience in deconstruction may contact the LCLRC regarding a specific property scheduled for demolition. Where health and safety concerns or timely coordination of the demolition make deconstruction impractical, a request may be denied.

#### **D. Post-demolition**

1. Property will be inspected to ensure that contractor has fulfilled all contract requirements prior to release of final payment.
2. If the LCLRC continues to hold title to the property, a maintenance plan will be established in compliance with the LCLRC's Maintenance Policy.