

May 15, 2019

The Board of Commissioners of Lorain County, Ohio met this day in a regular meeting, in the J. Grant Keys Administration Building, 226 Middle Avenue, Elyria, Ohio, at 9:30 a.m. with the following members present: Commissioner Matt Lundy, President, Commissioner Lori Kokoski, Vice-President and Commissioner Sharon Sweda, Member and Theresa L. Upton, Clerk

JOURNAL ENTRY

Commissioners said the Pledge of Allegiance.

Commissioner Lundy shared that our graceful word for today is, "We love because we are loved."

Dog Warden Tim Pihlblad presented a male lab mix in cage #13 available now or choose from 18 other dogs, \$66 all yours.

The following business was transacted

A

PRESENTATION

9:45 a.m. Stepping Up – Melissa Fischer, Assistant Jail Administrator – Sheriff's Office recognizing CIT nominees.

Melissa Fisher said there are 66 counties that are involved in Stepping Up. We thank the Commissioners for their support. With mental health illnesses which are seen every day we need to be prepared and take Crisis Intervention Training. We are here today to recognize CIT Nominees

Officer Patrick Jama, Elyria Police Department is the 2019 Lorain Crisis Intervention Team CIT Officer of the Year Award. He has demonstrated success in using the CIT skills in the field with mentally ill offenders.

Lt. Deena Baker, Elyria Police Department is an Honorable Mention for the 2019 Lorain Crisis Intervention Team CIT Champion of the Year Award. Her expertise in Law Enforcement has lead efforts to advance CIT in the community by serving on the CIT Steering Committee, Stepping Up Chair and Team Lead.

Corrections Officer Jason Thomas, Sheriff's Office is an Honorable Mention for the 2019 Lorain Crisis Intervention Team CIT Officer of the Year Award. He has demonstrated understanding mental illness and your willingness to effectively employ CI in the corrections field at the jail.

Commissioner Kokoski said she is thankful she is part of Stepping Up when it started 2 years ago and the training is critical for all officers with the mental illness.

Commissioners took picture

Corrections Officer Thomas thanked the Commissioners as well as on behalf of law enforcement, this training is critical

Lt. Deena Baker said she is Chair of Stepping UP and this grant initiative has helped many stakeholders with this training

Officer Patrick Jams thanked the Commissioners and he is honored to be officer of the year

Chief Whitley, Elyria Police Department thanked the Commissioners as well as everyone involved. Many law enforcement have volunteered to do the training because every day there is more need.

\_\_\_\_\_ (discussion was held on the above)

JOURNAL ENTRY

Recognizing Melody Perkins, 911 Communications System Operator. She was not present so will reschedule.

10:00 a.m. Jen Kennedy, Visit Lorain County – King of Wings, Here's The Scoop, Update Mardi Gras, Shaken and Stirred and Restaurant Week

**2<sup>nd</sup> year for King of Wings** – May 16-June 2, 2019 and 9 local restaurants will battle for the title of the King of Wings in Lorain County  
The winner will receive 1 lb of wings per month for a year.

Participating restaurants will feature their best or most creative wings.

All "competition" wings will be available for \$7 per pound during the competition (during regular business hours). \* DINE IN ONLY

**83 & Chestnut Pub and Eatery, North Ridgeville;** Spicy Maple BBQ, Asian Honey Garlic

**Brickyard Bar & Grill, Oberlin;** Italian Garlic Hot, Garlic Bourbon Sriracha

**Bootleggers Bar & Grille, Columbia Station;** Chipotle Cinnamon Dry Rub

**Foundry Kitchen and Bar, Elyria;** Blazin' Chipotle Honey

**Fort's Old Town Tavern, Wellington;** Peppercorn Pesto, Grilled Garlic Lime

**The Depot at Union Station, LaGrange;** Honey Sriracha

**Mutt & Jeff's Restaurant and Bar, Lorain;** Jamaican Jerk BBQ, Green Chili Verde

**Red Iron Bar & Grille, Wellington;** Magic Red Wings, Dirkys BBQ Wings (last year's winner)

**Your Pit BBQ, Vermilion;** Jumbo Jaybird Wings

There will be ballots at all participating restaurants and you must try from 2 or more places to submit a ballot. The restaurant that receives the most votes will be crowned the King Wings. There will be social, digital, geofencing, radio and tv appearances as well as having promotional items with information for the restaurants staff. There will be t-shirts for the first 300 participants as well as restaurant staff

**Here's the Scoop**, May 24-September 2 with 11 participating locations will offer a special discount for all ice cream guests.

Lanyards are available for \$1 and will grant \$.25 cents off their first ice cream and when they have completed the run, they get a commemorative pin. And have a chance to win FREE ice cream for a year.

- Participating Locations

- Cathy's Ice Cream, *Lorain*

Dairy Grove, *North Ridgeville*

Divine Scoops, *Avon Lake*

Hastee Tastee, *Amherst*

Hot Dog Heaven, *Amherst*

Krieg's Strawberry Farm & Market, *Vermilion*

Krieg's It'z the Berries Custard, *Amherst*

Nancy's Diner, *Grafton*

Scoops & More, *Elyria*

Sundae Funday's, *Columbia Station*

1833 at the Hotel at Oberlin, *Oberlin*

There will also be a Special Offer this year! Guests will also receive a set of coupons with various offers from different businesses in Lorain County:

- **Ratsys' Store, Oberlin**
  - Offer: \$2 off one pair of sunglasses
- **Little Devil Cupcakery, Amherst**
  - Offer: One Free vanilla or chocolate cupcake with regular purchase of equal or greater value
- **Divine Scoops, Avon Lake**
  - Offer: \$10 Off Birthday Party with their Birthday Party Program
- **Campaign Overview**
  - NEW! Snapchat Filter
  - Hosted Facebook Event
  - Paid Social & Digital Advertising (Cleveland Now Feature)
  - Local posts to city forums
  - Visit Lorain County Newsletter Feature

**Mardi Gras** – March 1-9, 2019 with 29 restaurants, bars, bakeries, shops, theaters and lodging participated in the week-long, county-wide Mardi Gras Celebration

- Bars and restaurants offered dishes such as grilled oysters, jambalaya, gumbo, catfish po' boys, gater bites, rice and beans and so much more.
- Bakeries offered king cakes, beignets, mini rum bundt cakes and paczis
- Shops offered deals and sales
- Bed and Breakfasts offered lodging packages and deals

There was a lot of social, digital, geofencing, radio and tv appearances and Owned social media posts on our sites and other food related Facebook pages- NEO Foodies, etc. A landing page which lists participating restaurants, picture, restaurant week menu and prices, and a link to each restaurants' website. Also Earned Media Appearances on Fox 8, WOIO 19, Q104, WOBL, WEOL Articles in the Morning Journal, Chronicle Telegram, Cleveland.com Online blogs, YouTube, and more

We had the final fete and concert with Grammy Award Winner, straight from New Orleans; Terrance Simien and the Zydeco Experience. This was held at the Stocker Center, along with the culinary food showcase with 430 tickets sold for that but 700 tickets sold for the concert

There was so much excitement for Mardi Gras numbers are apparent and people actually spent average of almost 5 minutes on the page

Visit Lorain County - Mardi Gras					
TV Post Report					
Vendor/Station	Spots	GRPs	Impressions	Reach	Frequency
WOIO	135	137.4	1,160	44.2%	3.1
Spectrum	1,167	131.23	93,328	50.1%	2.6
<b>Total</b>	<b>1,302</b>	<b>268.63</b>	<b>94,488</b>	<b>47.1%</b>	<b>2.8</b>

Two :15 spots ran on Channel 19 Broadcast and Zoned Cable to promote the Mardi Gras event and Terrance Simien & the Zydeco Experience concert.

A total of **1,302** spots ran, with an average reach of **47.1%** and **2.8** frequency against our demo A25-54. **18** additional spots ran at no charge as added value.



- Overall, Mardi Gras in Lorain County was very successful
- The marketing had approximately 1.5 M impressions
- All of the participants were thrilled with the events
- Mardi Gras included collaborations from restaurants, bakeries, shopping, lodging, arts/theater
- We earned media from 13 different media outlets- including many Cleveland news stations did stories and on air appearances

**Restaurant Week** was March 21-31 with 11 participating restaurants each offering a special 3 course for \$30 Restaurant Week menu. There was social, digital, geofencing, radio and tv appearances.

There were 144 entry cards received with 42 eating at 2 restaurant and 102 eating at 1 restaurant.

These are the restaurants that participated and still waiting on numbers from some but saw an increase in business with average: 11% and revenue increase of average: 12%.

1833 Restaurant	25 cards	133 meals
Bistro 83	6 cards	64 meals
Black River Café	6 cards	
Black River Tavern	35 cards	
Columbia Hills CC	28 cards	36 meals
Cole's Public House	1 cards	
Cork Tree Tavern	2 cards	
Jackelope's Lakeside	10 cards	21 meals
Nemo Grille	22 cards	
Parkers	29 cards	266 meals
Veranda	22 cards	155 meals

Each restaurant gave a gift certificate for participating, so the Commissioners will draw the winners.

Mr. Cordes said he believes there are a lot more participants that have not been counted. Example he visited several restaurants with 2-3 couples and not all ordered off that menu but did come out for restaurant week, as well as county employees cannot participate. Jenn Kennedy said she has asked for the increase and revenue generated for that week and she knows that looks at the number of meals served and the amount of cards received there is 10% loss. Mr. Cordes said this is year 3. Commissioner Sweda asked if there is only 1 point person and staff is aware. Jenn Kennedy said yes they are all apprised of what is going on and we do encourage the front of the house to do an incentive as well.

**Shaken & Stirred** was November 15 – January 1 with 17 restaurants participating in this two month long trail, offering a specialty cocktail that was not listed on their regular menu. Guests were encouraged to take their custom passports to each location and eventually vote on the best cocktail in Lorain County.

**Participating Locations:**

- Bar Nova
- Bistro 83
- Black River Tavern
- Bootlegger's Bar & Grille
- Cole's Public House
- Cork Tree Tavern
- Mutt & Jeff's
- Nemo Grille
- Parker's Grille & Tavern
- Railroad Brewing Company
- Saponi Italian Grille
- Speak of the Devil
- Strip Steakhouse
- Brew Kettle
- The Depot at Union Station
- The Unicorn Restaurant & Pub
- Tree House Gallery & Tea Room

The winner was Speak of the Devil with THE "6/4/74"

A rye (mai) tai starring rye whiskey, orgeat, fresh lemon and pineapple juices and angostura bitters.

She stated that Each restaurant sold between **50-150** of their specialty drinks:

- Highest Sold:
  - **Cole's Public House/Cork Tree Tavern** with a total of **149**.
- Second Highest Sold:
  - **Mutt & Jeff's** with **147**
  - **Bistro 83** with **147**

**Tactics:** Digital Display, Paid Social, Newsletters

**Targeting:**

- Adults aged 35-54
- Behavioral (Income driven, marital status, etc.)

Digital Display garnered over **350,000 impressions**, drove **513 clicks**, and had a CTR (click-through rate) of **0.15%**.

Overall, Visit Lorain County brand garnered over **493,000 impressions**, drove **3,245 clicks**, and had a CTR of **0.66%** for this campaign.

Onsite Traffic:

- October 26-31 saw 268 users, 68% of them being NEW
- November saw 1,572 users, 82% of them being NEW
- December saw 776 users, 88% of them being NEW

In total, we had **2.6k total users** visiting the landing page during this time as a result of paid digital, social, and earned media. **82% of traffic** to the landing page was from users that **visited the site for the first time** and reaching a new and engaged audience with this campaign.

Commissioners picked the following winners for restaurant week are;

\$100	Parkers, Avon Lake	Mike Nabel, N. Ridgeville
\$50	Hotel Oberlin	Debby Horning, Elyria
\$50	Black River Café, Oberlin	Beverly Matthews
\$50	Jackalope, Lorain	Richard Reidy
\$50	CorkTree, Amherst	Rhonda Romancak
\$50	Coles, Amherst	Kevin Long
\$50	Bistro 83, N. Ridgeville	Lori Workman
\$50	Veranda, Avon	Rob Elleston
\$50	Black River Tavern, Elyria	Jodi Heard
\$50	Nemo's, Avon	Patricia Semray
\$50	Parkers, Avon Lake	Brian Stubbs
\$50	Columbia Hills Golf Club	Kathy Dinky

(discussion was held on the above)

**COMMISSIONERS**

b.1

RESOLUTION NO. 19-269

In the matter of confirming Investments as procured by the )  
Lorain County Treasurer )

May 15, 2019

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby confirm Investments as procured by the Lorain County Treasurer.

	DATE	DESCRIPTION	INTEREST EARNED / ON	cusip#	INV WITH	ACCT #
1	4/29/2019	INT PAYMENT	\$2,312.50	Federal home loan bank, po#18-0013	3130ACNG5	US BANK 001050976260
2	4/29/2019	INT PAYMENT	\$2,100	federal home loan mortgage, po#17-0042	3134GARN6	US BANK 001050976260
3	4/29/2019	INT PAYMENT	\$4,250	federal farm credit bank, po#17-0031	3133EFMN4u	US BANK 001050976260
4	4/29/2019	INT PAYMENT	\$7,000	federal home loan bank, po#16-0053	3130A9WK3	US BANK 001050976260
5	4/29/2019	INT PAYMENT	\$7,750	federal national mortgage assn, po#16-0052	3136G4GF4	US BANK 001050976260
6	4/29/2019	INT PAYMENT	\$6,000	federal national mortgage assn, po316-0036	3136G3ZMO	US BANK 001050976260
7	4/29/2019	INT PAYMENT	\$3,250.00	federal home loan mortgage, po#16-0019	3134G9DZ7	US BANK 001050976260
8	4/29/2019	INT PAYMENT	\$6,500.00	federal national mortgage assn, po#15-0057	3135GOG23	US BANK 001050976260
9	5/3/2019	INT PAYMENT	\$9,750.00	federal farm credit bank, po#17-0038	3133EHP31	US BANK 001050976260
10	5/3/2019	INT PAYMENT	\$5,147	federal farm credit bank, po#16-0022	3133EF5X1	US BANK 001050976260

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

b.2

RESOLUTION NO. 19-270

In the matter of authorizing various appropriations)

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby authorize various appropriations.

\$ 802.50	to be appropriated to:	gas exp for cruiser fees/sheriff
\$ 802.50	to	1000-0000-550-000-03-6000-6000
\$ 3,641.64	to be appropriated to:	reimburse from dept public safety for grant ot worked/sheriff
\$ 3,641.64	to	1000-0000-550-000-03-5000-5005
\$ 29,149.16	to be appropriated to:	capitalized vehicles for purchase of Polaris ranger crew sheriff
\$ 29,149.16	to	1000-0000-550-000-03-6050-6058
\$ 4,170.82	to be appropriated to:	reimburse from dept public safety for grant ot worked in march/sheriff
\$ 4,170.82	to	1000-0000-550-000-03-5000-5005
\$ 5,859.60	to be appropriated to:	reimburse from us marshal for ot worked in feb/march/sheriff
\$ 5,859.60	to	1000-0000-550-000-03-5000-5005
\$ 529.13	to be appropriated to:	reimburse from dept public safety for dept grant ot worked in march/sheriff
\$ 529.13	to	1000-0000-550-000-03-5000-5005
\$ 15,000.00	to be appropriated to:	office furniture 4 <sup>th</sup> floor/comm
\$ 15,000.00	to	1000-0000-100-000-01-6050-0000
\$ 1,500.00	to be appropriated to:	supplies in dog kennel medial act/dog
\$ 1,500.00	to	2220-2220-100-000-05-6000-0000
\$ 50,000.00	to be appropriated to:	purchase orders/comm dev
\$ 50,000.00	to	2660-2663-100-120-07-6200-0000
\$ 26,381.25	to be appropriated to:	debt serv for 911 facilities/011
\$ 26,381.25	to	3480-0000-999-000-03-9900-9900
\$ 183,000.00	to be appropriated to:	inc exp for year/jfs
\$ 33,000.00	to	3520-0000-260-000-06-6200-0000
\$ 150,000.00	to	3520-0000-260-000-06-7070-7080
\$ 27,751.55	to be appropriated to:	exp for 1 <sup>st</sup> half real estate settlement/comm
\$ 27,751.55	to	4500-4503-100-000-07-7070-0000
\$ 40,685.50	to be appropriated to:	equip related to jfs new phone sys reimbursed by jfs/q-const
\$ 40,685.50	to	5000-5008-100-000-10-6050-0000
\$ 50,000.00	to be appropriated to:	capital improve upcoming proj at facility/cbcf
\$ 50,000.00	to	8300-0000-660-000-14-6100-0000

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

b.3

RESOLUTION NO. 19-271

In the matter of authorizing various account/fund transfers)

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby authorize various account/fund transfers

**Fund transfers:**

\$ 650,000.00	from	1000-0000-999-000-01-9900-9900	payroll, pers, Medicare, life etc due to timing sales tax/comm
	To	2200-0000-999-000-03-4900-4900	
\$ 800.00	from	3416-0000-999-000-07-9900-9900	correct acct/comm dev
	To	3416-3416-999-000-07-4900-4900	
\$ 26,381.25	from	3480-0000-999-000-03-9900-9900	debt serv for 911
	To	6005-0000-999-000-08-4900-4900	

**Account transfers:**

\$ 9,280.49	from	1000-0000-100-116-01-6200-0000	serv by consultant/com dev
	To	1000-0000-100-116-01-6200-6218	
\$ 279.07	from	1000-0000-999-000-01-9900-9900	reimburse vac/sick for kristen leprevost/dr
	To	1000-0000-400-404-02-5000-5001	
\$ 562.90	from	1000-0000-999-000-01-9900-9900	reimburse vac/sick for aleandra Wilhelm/dr
	To	1000-0000-400-406-02-5000-5001	

Resolution No. 19-271 cont.

may 15, 2019

\$ 79,411.36	from	1000-0000-999-000-01-9900-9900	reimburse vac/sick for jennifer riedthaler willaims & james
	To	1000-0000-400-000-02-5000-5001	rosecrans/dr
\$ 37,519.10	from	1000-0000-999-000-01-9900-9900	reimburse vac/sick for randal koubek/sheriff
	To	1000-0000-550-000-03-5000-5005	
\$ 1,500.00	from	1000-0000-100-112-01-6050-0000	po for john pais auto/comm cost gf
	To	1000-000-100-112-01-6380-6380	
\$ 10,171.29	from	3412-3413-100-116-07-6200-6218	ph2 consulting serv or glri proj/comm gf
	To	3412-3413-100-116-07-6200-0000	
\$ 744.65	from	3416-3416-100-116-07-7070-7080	supplies/comm dev
	To	3416-3416-100-116-07-6000-0000	
\$ 1,000.00	from	3480-0000-100-00-03-6200-6222	maint repair to county vehicles911
	To	3480-0000-100-000-03-6380-6380	
\$ 1,500.00	from	7000-7000-100-000-12-6200-6218	reimburse employee for benefit over payment/hospitalization
	To	7000-7000-100-000-12-7070-0000	
\$ 850.00	from	7200-7200-100-150-11-7220-0000	cost supplies/transp center
	To	7200-7200-100-150-11-6000-0000	
\$ 10,000.00	from	7300-0000-100-000-11-6200-0000	supplies/airport
	To	7300-0000-100-000-11-6000-0000	
\$ 150.00	from	8100-fy19-100-000-14-5000-5001	outstanding inv/cffc
	To	8100-fy19-100-000-14-6000-0000	

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

b.4 JOURNAL ENTRY

There were no advances/repayments for this day .

b.5 RESOLUTION NO. 19-272

In the matter of authorizing the purchase of supplies and)  
Services for various county departments ) May 15 2019

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby authorize the purchase of supplies and services for various County departments.

LOG #	DEPARTMENT	FUND	DESCRIPTION OF PURCHASE	VENDOR	AMOUNT
808	9-1-1 Agency	3480	Staff Scheduling & Time Punch Program,	Aladtec, Inc.	3,011.00
809	9-1-1 Agency	3480	IT Support for the Network & Server System	Rolta Advizez Technologies	11,278.80
810	9-1-1 Agency	3480	Repair & Maint. On 2014 Dodge Caravan	Slimans Sales & Service	1,205.57
811	Auditor's	2480	Apple iPad Pro 11 Inch, Apple Pencil, 2 <sup>nd</sup> Gen	Cellco Partnership	9,799.60
812	Auditor's	2480	Amend PO 2019001172 10 Additional Lines	Cellco Partnership	4,798.80
813	Auditor's	2480	Maint. & Licensing Renewal ArcGis Server	Environmental Systems	25,200.00
814	Auditor's	2480	Amend PO 2019001208 Phase 2: Old Carpet	Interfinish, LLC	2,675.20
815	Bd of Elections	1000	Vote Center Election Kits for 2019 Primary	Document Concepts Inc.	1,438.00
816	Bd of Elections	1000	Shipping & Handling Fees for Equipment	Election Systems	26,400.00
817	Bd of Elections	1000	Ballot Printing for May 2019 Primary Election	Marketing Communication	5,682.67
818	Bd of Elections	1000	Registration for 16 Staff Members	Ohio Secretary of State	2,080.00
819	CBCF	8300	BPO May-June CPR/First Aid Certification	American Red Cross	930.00
820	CBCF	8300	Annual Licensing for CorrectTech Software	CorrectTech, Inc.	12,734.92
821	CBCF	8300	Amend PO 2019000421 Add Line for Supplies	OPI Industrial Training	250.00
822	CBCF	8300	Annual & Quarterly Fire System Inspection	S.A. Comunale	1,905.00
823	CBCF	8300	SBPO May-June Equipment & Install/Support	Warwick	17,503.48
824	Commissioner's	1000	Deductible Billing Invoice, Dept. Sheriff	CORSA	11,307.45
825	Commissioner's	1000	Desk Shell, Floorstand, Return Shell, Etc	Friends Service Co.	10,182.27
826	Commissioner's	1000	Labor to Install Carpeting on the 4 <sup>th</sup> Floor	Interfinish LLC	5,639.68
827	Commissioner's	1000	Provide Support Services for IT Infrastructure	Rolta Advizex Technologies	16,500.00
828	Community Dev.	3412	BPO Truck Repairs and Maintenance	Abraham Buick	700.00
829	Dog Kennel	2220	Amend PO 2019000568 SBPO Spay/Neuter	Friendship Animal Protect.	5,000.00
830	Domestic Rel.	2600	AQ AutoScore Answer Form, Shipping	Manson Western Corp.	324.50
831	Domestic Rel.	1000	Amend PO 2019000884 Misc. Supplies	MNJ Technologies Direct	7,000.00
832	Domestic Rel.	1000	Amend PO 2019000885 Misc. Equipment	MNJ Technologies Direct	3,500.00
833	Engineer's	2580	SBPO Labor, Material and Equipment	Crossroads Asphalt	70,000.00
834	Engineer's	2580	SBPO Crafcoc Magnum Spray Patcher Rental	DJL Material & Supply, Inc.	12,000.00
835	Engineer's	2580	SBPO Crack Sealing Various Roads	DJL Material & Supply, Inc.	40,000.00
836	Engineer's	2580	SBPO QC1 Concrete ODOT Mix for Jobs	Elyria Concrete, Inc.	20,000.00
837	Engineer's	2580	SBPO Jan-Dec 2019 Asphalt Plant Mixes	Kokosing Materials	372,000.00
838	Engineer's	2580	BPO Continuing Maint. On Extinguishers	Romco Fire and Safety	2,500.00
839	Engineer's	2580	SBPO Materials & Designs – E. River Rd	The Ohio Bridge Corp	28,520.00
840	Hospitalization	7000	IBNR Actuarial Evaluation, Cost Projection	Findley Davies	7,053.07
841	Job & Family	2280	PRC Furniture/Appliances Voucher Program	Aaron's Inc.	1,199.99
842	Job & Family	2280	PRC Car Repair Voucher Program –T. Milks	A&M Auto Care LLC	1,500.00
843	Job & Family	2280	PRC Car Repair Voucher Program – L. Brown	A&M Auto Care LLC	1,500.00
844	Job & Family	2280	PRC Car Repair Voucher Program –A.Wilson	East Avenue Marathon Inc	1,168.35
845	Job & Family	2280	PRC Car Repair Voucher Program-M.Jackson	East Avenue Marathon Inc	1,487.72
846	Job & Family	2280	Hon Ignition Mid-Back Chair (10)	Friends Service Co.	3,700.80
847	Job & Family	2280	Lucheon for Staff Meeting	LCCC	1,406.57
848	Job & Family	3520	Reimburse LCDJFS for Shared Costs –CSEA	L.C. Job & Family Services	258,404.35
849	Job & Family	2280	Rear Advertising Frams for Fraud Awareness	Lorain County Transit	1,260.00

850	Job & Family	2280	PRC Car Repair Voucher Program- E. Tharp	Manic Mechanic Inc	1,181.73
851	Job & Family	2280	EDMS Document Migration	Northwoods Consulting	27,000.00
852	Maintenance	1000	Interior Painting in the Administration Building	Robert Northeim dba Robert	2,900.00
853	Q-Construction	5000	Services for Interior Renovations to the DH	Clark and Post	7,500.00
854	Recorder's	2540	Deed Index & Image Import	Cott Systems Inc	7,100.00
855	Recorder's	2540	Stage 4 Indexing- Final Bill	US Imaging Inc	60,424.00
856	Sheriff's	1000	Annual Law Enforcement Subscription	Lexipol LLC	10,596.00
857	Sheriff's	2200	Health Care Accreditation Renewal Fee	National Commission	3,036.00
858	Sheriff's	3260	Supply Package for Zebra ZXP 7 Printer	Total ID Solutions	2,700.00
859	Solid Waste	2260	Disposal of Used Propane Tanks at Center	Cylinder Recyclers LLC	15,000.00
860	Solid Waste	2260	Recycled Content Carpet for 4 <sup>th</sup> Floor	Interfinish LLC	3,248.48
861	Solid Waste	2260	Hampton Benches 6 Ft & 8Ft Length	Treetop Products Inc	9,675.45
862	Storm Water	7100	MOU with Regards to Reimbursement	Amherst Township	5,000.00
863	Storm Water	7100	Update Lorain County Stormwater Website	Emerge Inc.	3,200.00
864	Q-Construction	5000	Telephones, Power Supplies & Headsets	Warwick Communications	40,685.50

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

b.6

## RESOLUTION NO. 19-273

In the matter of authorizing Travel Expenses to various )  
personnel to attend meetings of interest to their departments)

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby authorize travel expenses to various personnel to Attending meeting of interest to their departments.

LOG #	DEPARTMENT	NAME	EVENT	LOCATION	DATE	AMOUNT not to exceed
145	Board of Elections	Fuller, Ashley	Election Day Travel 14 miles @.52 per mile	Various	5/7/19	7.28
146	Board of Elections	McLaughlin, Kim	Election Day Travel 27 miles @.52 per mile	Various	5/7/19	14.04
147	Board of Elections	Stambol, David	Voting Equipment Set-Up 51 miles @.52 per mile	Various	5/6/19	26.52
148	CBCF	Dennis, Tiffany	Community Corrections Symposium	Columbus, OH	6/11-6/12/19	175.70
149	CBCF	Fong, Yesica	Community Corrections Symposium	Columbus, OH	6/11-6/12/19	175.70
150	CBCF	Hendershot, Amanda	Community Corrections Symposium	Columbus, OH	6/11-6/12/19	175.70
151	CBCF	Lunn, Kristy	Community Corrections Symposium	Columbus, OH	6/11-6/12/19	175.70
152	CBCF	Mabrey, Shanae	Community Corrections Symposium	Columbus, OH	6/11-6/12/19	58.00
153	CBCF	Newman, Patricia	Community Corrections Symposium	Columbus, OH	6/11-6/12/19	58.00
154	CBCF	Russ, Kay-La	Community Corrections Symposium	Columbus, OH	6/11-6/12/19	58.00
155	CBCF	Taylor, Mark	Community Corrections Symposium	Columbus, OH	6/11-6/12/19	175.70
156	Commissioner's	Jackson, Jonette	2019 ADA Americans with Disabilities Act Spring Conference	Oberlin, OH	5/14/19	40.00
157	Commissioner's	Wilkens, Pam	Prevailing Wage Education Seminar	Columbus, OH	6/19/19	0.00
158	Workforce Development	Roeder, Shawn	Laying the Fiscal Foundation 200 Training	Columbus, OH	6/26/19	17.00

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

b7

## RESOLUTION NO. 19-274

## APPROVING BILLS FOR PAYMENT

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby approve the following bills for payment, which have been signed by two or more Commissioners:

VENDOR	PURPOSE	ACCOUNT #	AMOUNT
<b>General Fund</b>			
Accessibility Solutions LLC dba Burning River Lifts	Services	1000 0000 100 104 01 6200 0000	\$235.00
Autobody Products Inc.	Vehicle Expenses	1000 0000 100 112 01 6380 6380	\$73.11
Avon Boot Shop	Boots	1000 0000 100 104 01 6050 0000	\$154.99
Bremke Law LLC	Defense of Indigent case	1000 0000 500 000 02 7070 0000	\$600.00
Bulgarella, Christina	Parking Permit Refund	1000 0000 100 142 01 7070 7089	\$10.00
Charter Communications Holdings LLC dba Time	Utility Services	1000 0000 100 112 01 6200 6202	\$650.25
Charter Communications Holdings LLC dba Time	Utility Services	1000 0000 100 124 03 6200 6202	\$119.99
Endicott Microfilm, Inc	Supplies	1000 0000 100 100 01 6000 0000	\$985.50
Ferris, Scott	Parking Permit Refund	1000 0000 100 142 01 7070 7089	\$10.00
Friends Service Co. Inc dba FriendsOffice	Supplies	1000 0000 100 116 01 6000 0000	\$29.58
Hajoca Corporation	Repair/Maintenance	1000 0000 100 104 01 6380 0000	\$215.09
Hakos Law LLC	Defense of Indigent case	1000 0000 500 000 02 7070 0000	\$300.00
H Leff Electric Company, Inc.	Supplies	1000 0000 100 104 01 6000 0000	\$984.10
H Leff Electric Company, Inc.	Supplies	1000 0000 100 104 01 6000 0000	\$465.00
Hobart, Lisa	Parking Permit Refund	1000 0000 100 142 01 7070 7089	\$10.00
Holland & Muirden Attorneys At Law	Professional Services	1000 0000 100 142 01 6200 6218	\$594.00
iSOLVit LLC	Professional Services	1000 0000 100 142 01 6200 6218	\$2,550.00

iSOLVit LLC	Professional Services	1000 0000 100 142 01 6200 6218	\$3,320.00
James W Ross Inc dba Swift First Aid	First Aid Supplies	1000 0000 100 104 01 6000 0000	\$79.95
John Pais Auto Service Inc	Vehicle Expenses	1000 0000 100 112 01 6380 6380	\$26.73
John Pais Auto Service Inc	Vehicle Expenses	1000 0000 100 112 01 6380 6380	\$127.52
John Pais Auto Service Inc	Vehicle Expenses	1000 0000 100 112 01 6380 6380	\$888.02
Krystowski Tractor Sales Inc	Supplies	1000 0000 100 104 01 6000 0000	\$98.13
Lorain County Agricultural Society	Allocation Payment	1000 0000 100 142 01 7300 7308	\$3,300.00
Lorain County Board of DD	Credit for 2018 Unemployment	1000 0000 100 142 01 5110 0000	\$243.38
Lorain County Chamber of Commerce	Safety Council Breakfast	1000 0000 100 000 01 7200 7200	\$44.00
Lorain County Port Authority	2019 Allocation	1000 0000 100 130 01 7300 7308	\$25,000.00
Lorain County Sheriff	Defense of Indigent case	1000 0000 500 000 02 7070 0000	\$391.00
Lowe's Companies	Supplies	1000 0000 100 104 01 6000 0000	\$73.08
LTE, Inc dba Lakeshore Tool	Supplies	1000 0000 100 104 01 6000 0000	\$48.55
North Coast Cylinder and Service	Supplies	1000 0000 100 104 01 6000 0000	\$59.98
O'Toole McLaughlin Dooley & Pecora	Professional Services	1000 0000 100 142 01 6200 6218	\$14,860.75
Rewak, Christopher P dba Rewak Law LLC	Defense of Indigent case	1000 0000 500 000 02 7070 0000	\$150.00
Riedthaler-Williams, Jennifer	Parking Permit Refund	1000 0000 100 142 01 7070 7089	\$27.00
Roberts Jr Larry dba LJ Heating and Cooling	Repair/Maintenance	1000 0000 100 104 01 6380 0000	\$701.05
Smith, Ernie	Reimbursement	1000 0000 100 108 01 6200 0000	\$65.00
Smith, Ernie	Reimbursement	1000 0000 100 108 01 6200 0000	\$65.00
Smith, Ernie	Reimbursement	1000 0000 100 108 01 6000 0000	\$128.09
SPP Mechanical Inc	Repair/Maintenance	1000 0000 100 104 01 6380 0000	\$1,177.84
Summit County Court of Common Pleas-Probate	Defense of Indigent case	1000 0000 500 000 02 7070 0000	\$576.00
United Parcel Service, Inc	Packages Shipped	1000 0000 100 000 01 7070 0000	\$27.41
United Refrigeration Inc.	Repair/Maintenance	1000 0000 100 104 01 6380 0000	\$173.30
Wellington Implement	Supplies	1000 0000 100 104 01 6000 0000	\$47.50
Wellington Implement	Repair/Maintenance	1000 0000 100 104 01 6380 0000	\$354.42
Whitehouse Artesian Springs	Water	1000 0000 100 000 01 6000 0000	\$48.00
Whitehouse Artesian Springs	Water	1000 0000 100 000 01 6000 0000	\$5.50
	<b>TOTAL</b>		<b>\$60,093.81</b>
<b>Community Development</b>			
CT Consultants Inc.	Consultant Services	2061 2063 100 116 07 6200 6203	\$989.01
Lorain Cnty Treasurer	Expenses	3416 3416 100 116 07 7070 7080	\$40.02
	<b>TOTAL</b>		<b>\$1,029.03</b>
<b>Dog Kennel</b>			
Conrad's Tire Service Inc dba Conrad's Tire Exp.	Vehicle Expenses	2220 0000 100 000 05 6380 6380	\$731.80
James W Ross Inc dba Swift First Aid	First Aid Supplies	2220 0000 100 000 05 6000 0000	\$31.10
James W Ross Inc dba Swift First Aid	First Aid Supplies	2220 0000 100 000 05 6000 0000	\$34.60
John Deere Financial	Supplies	2220 0000 100 000 05 6000 0000	\$50.53
	<b>TOTAL</b>		<b>\$848.03</b>
<b>Solid Waste</b>			
Burns Industrial Equipment	Repair/Maintenance	2260 0000 100 000 05 6380 0000	\$260.79
Citibank N.A. Home Depot Credit Services	Finance Charges	2260 0000 100 000 05 7070 0000	\$20.00
James W Ross Inc dba Swift First Aid	First Aid Supplies	2260 0000 100 000 05 6000 0000	\$120.15
John Deere Financial	Equipment	2260 0000 100 000 05 6050 0000	\$95.84
Linden's Propane	Supplies	2260 0000 100 000 05 6000 0000	\$89.40
P and J Sanitation, Inc.	Equipment Lease	2260 0000 100 000 05 6050 6050	\$70.00
Schnell, Brandi	Reimbursement	2260 0000 100 000 05 7070 0000	\$24.88
Supply One Cleveland, Inc.	Repair/Maintenance	2260 0000 100 000 05 6380 0000	\$220.00
W.W. Grainger dba Grainger Inc	Equipment	2260 0000 100 000 05 6050 0000	\$18.48
	<b>TOTAL</b>		<b>\$919.54</b>
<b>Bascule Bridge</b>			
Friends Service Co Inc dba FriendsOffice	Equipment	2640 0000 100 000 04 6050 0000	\$399.80
Vasu Communications, Inc.	Repair/Maintenance	2640 0000 100 000 04 6380 0000	\$59.00
	<b>TOTAL</b>		<b>\$458.80</b>
<b>EMA</b>			
WDLW-AM	Advertising	3000 0000 100 122 03 7220 0000	\$381.00
WOBL Radio Inc.	Advertising	3000 0000 100 122 03 7220 0000	\$381.00
	<b>TOTAL</b>		<b>\$762.00</b>
<b>Law Library</b>			
William S. Hein & Co., Inc.	Law Books	3110 0000 650 000 02 6000 6011	\$161.12
	<b>TOTAL</b>		<b>\$161.12</b>
<b>9-1-1 Agency</b>			
Clemans-Nelson & Associates, Inc.	Professional Services	3480 0000 100 000 03 6200 6218	\$337.50
Sam's Club	Membership Fee	3480 0000 100 000 03 7000 0000	\$45.00
The Huntington National Bank	Annual Admin. Charges	3480 0000 100 000 03 7070 0000	\$500.00
Weathertight Construction, Inc.	9-1-1 Roof Repair	3480 0000 100 000 03 6380 6381	\$240.00
	<b>TOTAL</b>		<b>\$1,122.50</b>
<b>Real Estate</b>			
North Grafton Realty, LLC	1st 1/2 Real Estate Settlement	4500 4503 100 000 07 7070 0000	\$27,751.55
	<b>TOTAL</b>		<b>\$27,751.55</b>
<b>Sanitary Engineer's</b>			
Applied Industrial Technologies	Repair to Valve	7100 7100 300 304 11 6380 0000	\$36.34
Aramark Uniform Services	Services	7100 7100 300 304 11 6200 0000	\$235.56
Friends Service Co Inc dba FriendsOffice	Supplies	7100 7100 300 304 11 6000 0000	\$20.58
Lorain County Printing & Publishing dba Chronicle	Advertising	7100 7100 300 304 11 7220 0000	\$408.15
Mission Communications, LLC	Repairs	7100 7100 300 304 11 6380 0000	\$572.00
Ohio Time Corporation	Repair/Maintenance	7100 7100 300 304 11 6380 0000	\$9.85
Ohio Time Corporation	Services	7100 7100 300 304 11 6200 0000	\$119.99
	<b>TOTAL</b>		<b>\$1,402.47</b>

<b>Transit</b>			
One Park Landing Condominium	Association Dues	7200 0000 100 000 11 7070 7070	\$793.00
One Park Landing Condominium	Utility Services	7200 0000 100 000 11 6200 6202	\$298.65
One Park Landing Condominium	Building Maintenance	7200 0000 100 000 11 6380 6381	\$237.90
WB Mason Co Inc	Supplies	7200 0000 100 000 11 6000 0000	\$19.98
<b>TOTAL</b>			<b>\$1,349.53</b>
<b>Transportation Center</b>			
Easter Seals Northern Ohio	Deposit Refund	7200 7200 100 150 11 7070 7089	\$425.00
Elyria Seventh Day Adventist Church	Deposit Refund	7200 7200 100 150 11 7070 7089	\$500.00
Gundlach Sheet Metal Works Inc	Repairs	7200 7200 100 150 11 6380 0000	\$623.62
State Window Shade and Drapery Co. Inc.	Equipment	7200 7200 100 150 11 6050 0000	\$1,000.00
<b>TOTAL</b>			<b>\$2,548.62</b>

<b>Airport</b>			
AT & T Auto Parts Co dba NAPA Auto Parts	Supplies	7300 0000 100 000 11 6000 0000	\$58.02
AT & T Auto Parts Co dba NAPA Auto Parts	Repair/Maintenance	7300 0000 100 000 11 6380 0000	\$89.19
Aztec Steel	Repair/Maintenance	7300 0000 100 000 11 6380 0000	\$108.36
Aztec Steel	Supplies	7300 0000 100 000 11 6000 0000	\$147.00
Fisher Auto Parts, Inc.	Repair/Maintenance	7300 0000 100 000 11 6380 0000	\$15.74
Fisher Auto Parts, Inc.	Supplies	7300 0000 100 000 11 6000 0000	\$310.96
Macs Auto	Repair/Maintenance	7300 0000 100 000 11 6380 0000	\$135.00
North Central AG	Repair/Maintenance	7300 0000 100 000 11 6380 0000	\$455.50
Polen Implement	Repair/Maintenance	7300 0000 100 000 11 6380 0000	\$337.89
Terminal Supply Co.	Supplies	7300 0000 100 000 11 6000 0000	\$139.80
Trico Oxygen	Supplies	7300 0000 100 000 11 6000 0000	\$11.30
Wildlife Control Supplies	Supplies	7300 0000 100 000 11 6000 0000	\$196.75
<b>TOTAL</b>			<b>\$2,005.51</b>

<b>Visitors' Bureau</b>			
City of Lorain Utilities Department	Utility Services	8016 0000 100 000 14 6200 6202	\$1,405.31
Lorain County Treasurer	May- Allocation Payment	8016 0000 100 000 14 7300 7302	\$997.00
Ohio Bureau of Workers' Compensation	Workers' Comp	8016 0000 100 000 14 5100 0000	\$20.74
Raycom Digital	Advertising	8016 0000 100 000 14 7220 0000	\$1,487.50
Raycom Digital	Advertising	8016 0000 100 000 14 7220 0000	\$2,231.25
Smith, Ernie	Reimbursement	8016 0000 100 000 14 7070 0000	\$18.17
W.B. Mason	Supplies	8016 0000 100 000 14 6000 0000	\$8.49
<b>TOTAL</b>			<b>\$6,168.46</b>

<b>Children and Family Council</b>			
Jams Val Pak Inc dba Valpak of West Cleveland	Professional Services	8240 FY19 100 000 14 6200 6218	\$600.00
<b>TOTAL</b>			<b>\$600.00</b>

**Auditor/Bookkeeping & Real Estate unclaimed funds**

First federal Lakewood	fh2018 surplus	8310-8326-100-000-14-7070-0000	\$ 2,772.66
Schneider, Richard w & Sheryl l	sh2017 surplus	8310-8326-100-000-14-7070-0000	\$ 1,461.60
<b>TOTAL</b>			<b>\$ 4,234.26</b>

**Domestic Relations**

Lorain County Treasurer	postage	1000-0000-40-406-02-6000-6002	\$ 2,381.65
<b>TOTAL</b>			<b>\$ 2,381.65</b>

Lorain Co Commissioners	drug screens	2620-0000-400-452-03-6200-6210	\$ 1,240.00
<b>TOTAL</b>			<b>\$ 1,240.00</b>

**Board of Elections**

Booth worker payroll	payroll 2019 primary	1000-0000-540-00-01-6200-6201	\$ 88,591.09
<b>TOTAL</b>			<b>\$ 88,591.09</b>

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

B.8

**JOURNAL ENTRY**

Mr. Cordes thanked everyone for the birthday wishes and requested an executive session to discuss several labor contracts, 2-3 pending litigation issues, sale of real estate, new hires at 911, maintenance and collection center.

B.9

**RESOLUTION NO. 19-275**

In the matter of approving & waiving the reading of the )  
same for the Lorain County Board of Commissioners ) May 15 2019  
meeting minutes for April 30 & May 3 & 14, 2019 )

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby approve & waive the reading of the same for the Lorain County Board of Commissioners meeting minutes.

For April 30 and May 3 & 14, 2019

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

b.10 JOURNAL ENTRY

In the matter of granting an Expedited 1 )  
 Annexation of 1.455 acres of land in the )  
 Township of Pittsfield to the City of ) May 15, 2019  
 Oberlin, Ohio. Agent Jon D. Clark, )  
 Petitioner City of Oberlin and James )  
 Paul Bresnicky )

Law Director Jon Clark, Agent stated that this annexation request is being sought for Paul Bresnicky, who bought this property from a Sheriff's sale and needs to connect to the sewers.  
 Following resolution was adopted:

b.10 RESOLUTION NO. 19-276

In the matter of granting an Expedited 1 )  
 Annexation of 1.446 acres of land in the )  
 Township of Pittsfield to the City of ) May 15, 2019  
 Oberlin, Ohio. Agent Jon D. Clark, )  
 Petitioner City of Oberlin and James )  
 Paul Bresnicky )

WHEREAS, a Petition, Legal Description and Map were filed in the Board of Commissioners received by the Clerk on April 23, 2019 for the proposed Annexation of approximately 1.455 acres in Pittsfield Township to the City of Oberlin, Ohio

Pursuant to section 709.02 of the Ohio Revised Code, the undersigned, being all of the owners of the real property described in "Exhibit A" attached hereto and made a part hereof, hereby petition the Board of Commissioners of Lorain County Ohio, to cause the property, as described in said "Exhibit A", to be annexed to the City of Oberlin, Ohio, following the special procedures provided by section 709.022 of the Ohio Revised Code.

An accurate map of the plat of the property sought to be annexed is set forth in "Exhibit B" attached hereto and made a part hereof.

A list of the owners of the property sought to be annexed and their addresses are set forth in "Exhibit C" attached hereto. All of the owners of the property subject to this petition for annexation have consented to the petition and are signers thereon for the annexation of said property. A list of all properties adjacent and across the street to those sought to be annexed is filed herewith as "Exhibit D"

This petition is further presented pursuant to section 709.022 of the Ohio Revised Code for expedited processing under the terms of an Annexation Agreement between the City of Oberlin and Pittsfield Township. A Certified copy of said annexation agreement is attached hereto as Exhibit E.

The name of the person to act as agent for the undersigned petitioners is Jon D. Clark, 85 South Main Street, Oberlin, Ohio 44074, the phone number 440-774-8519 and who may be emailed at [jclark@cityofoberlin.com](mailto:jclark@cityofoberlin.com).

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE IS ALSO NO APPEAL FROM THE BOARD'S DECISION IN LAW OR EQUITY.**

City of Oberlin Ohio:

By: S/Rob Hillard

S/James Paul Bresnicky

Its: City Manager

And;

WHEREAS, the legal description is as follows:

Exhibit A (description of property to be annexed)

James Paul Bresnicky, City of Oberlin

Proposed annexation to the City of Oberlin

Parcels: 14-00-005-000-003 and Part of 14-00-006-900-001

Situated in the Township of Pittsfield, County of Lorain and State of Ohio and known as being part of Original Pittsfield Township Lots Nos. 5 and 6. Also being the land conveyed to James Paul Bresnicky as recorded in Instrument No. 20170622693 of the Lorain County Records and the right of way of State Route 58 (Ashland-Oberlin Road), dedicated in plat volume 59, Page 29 of the Lorain County Records, being more definitely described as follows:

Beginning at the intersection of the original centerline of State Route 58 (Ashland-Oberlin Road) (width varies) and the northerly line of Original Pittsfield Township Lot No. 6;

Thence southeasterly along the original centerline of State Route 58, a distance of about 357.19 feet to the southwesterly corner of land conveyed to David A Kaiser and Mellody A. Porter as recorded in Instrument No. 20110365576 of the Lorain County Records;

Thence easterly along Kaiser and Porter's southerly line, a distance of about 333.41 feet to the westerly line of land conveyed to Matthew S. Keddell as recorded in Instrument No. 20160580436 of the Lorain County Records;

Thence southerly along Keddell's westerly line, a distance of about 100.00 feet to the northeasterly corner of land conveyed to Eugene F. Smith as recorded in Official Record Volume 1318, page 806 of the Lorain County Records;

Thence westerly along Smith's northerly line, a distance of about 316.55 feet to the original centerline of State Route 58;

Thence southerly along the original centerline of State Route 58, a distance of about 62.88 to a point in the easterly extension of the southerly line of "Block C" in said Oberlin Reserve Subdivision No. 1;

Thence westerly in the easterly extension the southerly line of "Block C" in Oberlin Reserve Subdivision No. 1 a distance of about 56.01 feet to a point in the westerly right of way of State Route 58;

Thence northwesterly along the westerly right of way of State Route 58, a distance of about 140.00 feet to an angle point therein;

Thence, continuing northwesterly along the westerly right of way of State Route 58, a distance of about 374.09 feet to the northerly line of Original Pittsfield Township Lot No. 6;

Containing within said bounds about 1.446 acres of land of which 0.724 acre are in Original Pittsfield Township Lot No. 5 and 0.722 acre of land are in Original Pittsfield Township Lot No. 6.

The above description has been prepared from record information only.

S/Trevor A. Bixler, P.S. Professional Surveyor, Ohio No. 7730

KS Associates, Elyria, Ohio

And;

WHEREAS, the Annexation Agreement is in accordance with City of Oberlin Ordinance No. 06-71 AC CMS – approving an annexation agreement between the Board of Trustees of Pittsfield Township, Lorain County, Ohio and the City of Oberlin effective October 19, 2006 is as follows:

**ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is entered into this 9<sup>th</sup> day of APR 23 2019 12:34 ~~NOVEMBER~~, 2006, by and between the City of Oberlin, Ohio, an Ohio Chartered Municipal Corporation (the "City") and the Board of Trustees of Pittsfield Township (the "Township").

WHEREAS, the City and the Township desire to establish an Agreement as permitted under Section 709.192 of the Ohio Revised Code for the orderly annexation and planned development of certain real property as described herein for the mutual benefit of the parties hereto; and,

WHEREAS, the City and the Township previously entered into a Revenue Sharing and Annexation Agreement on or about August 2, 1991, which they agree shall be replaced by this Agreement; and,

WHEREAS, it is the intent of the City and the Township to cooperate in preserving the Township's tax base, expanding the revenues of the City, creating and preserving jobs and employment opportunities, encouraging appropriate and planned development within the State of Ohio, and, more particularly, within the real property to which this Agreement pertains; and,

WHEREAS, the City and the Township have determined that the execution of this Agreement is reasonable and necessary to serve the interests of their respective residents and it is in the best interest of the residents of each jurisdiction; and,

WHEREAS, the legislative authorities of the City and the Township have each authorized execution of this Agreement through the adoption of City Ordinance No. 06-71 AC CMS and Township Resolution No. 06-132, after public hearings held in accordance with the Ohio Revised Code and the applicable Ordinances of the City, including its Planning and Zoning Code.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the Township agree as follows:

**Section 1. The Property**

- A. The real property subject to this Agreement, hereinafter designated the "District", shall consist of the area depicted on the map attached hereto as Exhibit A, and fully incorporated by reference herein. The terms of this Agreement apply to all of the area depicted on Exhibit A including previously annexed property.
- B. A legal description of the District is attached hereto as Exhibit B, and fully incorporated by reference herein.
- C. The boundaries of the District described herein may be altered with the written consent of both the City and the Township. Such consent shall be in the form of a written addendum to this Agreement and shall be pursuant to the adoption of an appropriate City Ordinance and Township Resolution defining the area to be altered and the intent of the parties in entering into the addendum. Alteration of the boundaries, to be effective, must be authorized by legislative actions of the City and the Township within a ninety (90) day period prior to the effective date of the alteration at issue.

**Section 2. Annexation**

- A. The City and the Township agree that the property in the District as described in Section 1, and depicted on Exhibits A and B, including any future alterations thereto pursuant to written addendum, may be annexed to the City upon application of the property owner. The Township will fully cooperate with the City and the annexation petitioners in regard to any annexation petitions filed for

property located within the District and take any and all legislative action that may be necessary in order to facilitate the approval of any such annexation application. Annexations will be processed pursuant to the applicable provisions of the Ohio Revised Code.

- B. Any parcel annexed to the City and located within the District shall become a part of the City for all purposes, including, but not limited to, taxation, voting, and public services. A Petition to Conform Boundaries as set forth in Section 503.07 of the Ohio Revised Code shall not be necessary unless required by law.
- C. The City agrees that it will not accept or approve annexation petitions for property in the Township which is located outside of the District, without the written approval of the Township, in the following areas:
1. **Route 58 South.** All properties immediately adjacent to the east and west side of the State Route 58 right-of-way and contiguous with the southerly boundary of the District, and being further described by parcel numbers and map in Exhibit C attached hereto and incorporated by reference herein. This limitation will be for the duration of this Agreement.
  2. **U.S. 20 West.** All properties located outside of the boundary of the District that are located along U.S. 20, and being further described by parcel numbers and map in Exhibit D attached hereto and incorporated by reference herein. This restriction on annexation is to be in effect for a period of ten (10) years from the effective date of this Agreement.

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- D. Should annexations occur outside of the District with written approval of the Township, the City and Township agree that the boundaries of the District will be adjusted to include any annexations outside of the District as shown on Exhibit A as it exists at the time this Agreement is signed. Any agreed adjustments to the District boundaries will be reflected on the map which will be forwarded to the City and the Township as an "Amended Exhibit A, (date)."

### **Section 3. Zoning and Planning**

- A. The City and the Township agree that all property located in the District shall be subject to the district uses that are set forth in Exhibit E attached hereto and incorporated by reference, and the design standards that are set forth in Exhibit F attached hereto and incorporated by reference. To ensure that such a unified zoning, planning and design plan is implemented, the City and the Township will take the following action:
1. Coincidentally with the approval of this Agreement, the City will initiate procedures to appropriately modify Section 1329.03 of its Codified Ordinances, entitled "Classification of Annexed Land," and take any and all other necessary action to ensure that property located in the District, which is currently located within the City, or that is annexed into the City during the term of this Agreement, is subject to the agreed upon land use plan and district uses as shown in Exhibit E attached hereto and the design standards as shown on Exhibit F attached hereto..
  2. Coincidentally with the approval of this Agreement, the Township agrees that it will initiate procedures and take any and all necessary action to

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ensure that property located in the District, and currently located in the Township, is subject to the agreed upon land use plan and district uses as shown in Exhibits E attached hereto and the design standards as shown on Exhibit F attached hereto.

3. It is of critical importance to both the City and the Township to implement a unified set of land use and design standards for the District. Accordingly, if either the City or the Township is not able to implement the District uses and design standards as set forth in Exhibits E and F within twelve (12) months of the approval of this Agreement: (1) all payments due either party pursuant to this Agreement shall be held in abeyance and shall not resume until the City and the Township have agreed upon and both fully implemented an alternative land use plan and design standards for the District; and (2) the parties shall initiate the dispute resolution procedures provided for in Section 9 of this Agreement. After six (6) months, if the issues have not been resolved through mediation, or the parties have not agreed to extend the mediation period, this Agreement will automatically terminate at the end of the then current calendar year, and all payments held by the City through the end of the then calendar year shall be distributed to the Township. Upon such termination of this Agreement, the parties agree that the prior Annexation Agreement between the parties, entered into on August 2, 1991, shall be

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reinstated for the remainder of its term.<sup>1</sup> Any property annexed into the City shall remain part of the City for all purposes.

- B. It is the intent of the parties that, upon approval of this Agreement, there be in existence a unified, consistent and planned development plan and structure for the District, regardless of whether property in the District is annexed to the City or not. Should changes be necessary to maintain such a plan and structure for the District, the land use plan and district uses as shown on Exhibit E and F may be adjusted upon written approval of the City and the Township, and approval through the appropriate legislative process of each jurisdiction.

#### Section 4. Tax Revenues

- A. The parties acknowledge that all real estate and personal property taxes attributable to the Township's inside or voted millage, levied on property in the District which is not annexed during the term of this Agreement, shall be distributed by the County Treasurer to the Township.
- B. All property annexed to the City during the term of this Agreement shall no longer be part of the Township for any purpose.
- C. Real Property Taxes. The City agrees to pay to the Township for the term of this Agreement an amount equal to the City's real property tax inside millage of 2.375 mills, but subject to the limitations imposed by Section 5 of this Agreement, paid to the City by the County Treasurer, for commercial/industrial property that has been annexed into the City and is located within the District. Payments will be

<sup>1</sup> The term of the 1991 Annexation Agreement shall lapse once this Agreement is signed by the parties. If it is reinstated, the time remaining on the 1991 Annexation Agreement shall be counted as of the date it lapsed.

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made by the City to the Township semi-annually within two (2) months after real property taxes are received by the City. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).

- D. Income Taxes. The City agrees to pay to the Township an amount equal to eighteen percent (18%) of the income tax withholdings collected by employers and received by the City from employers located within the District, upon land that has been annexed into the City. Payments will be made by the City to the Township semi-annually within two (2) months after June 30th and December 31st of each year for the term of this Agreement. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).
- E. The City agrees that it shall collect a one-time payment for each residential building permit issued for property within the District, except for phases I, II and III of the Oberlin Reserve development which is specifically excluded, for the term of this Agreement and for any extensions. This "annexation fee" shall not be applicable to alterations, additions, remodeling or expansion of existing structures. It shall be collected by the City as a condition for issuance of a building permit and shall be in the form of a check made payable to Pittsfield Township according to the following schedule:
- \$250.00 per unit for detached single family dwellings

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\$200.00 per unit for duplex or triplex units  
 \$150.00 per unit for multi-family containing 4 to 12 units  
 \$100.00 per unit for multi-family containing 13 or more units

The City shall forward checks to Pittsfield Township within thirty (30) days of collection. The Township agrees to indemnify the City for all expenses and/or damages of any kind that the City may incur that are related to or that may arise out of the payment of said "annexation fees" for residential development.

- F. Pursuant to Section 709.192(C)(14) of the Ohio Revised Code, the payments set forth in this Section 4 shall be in lieu of taxes or other payments required by law or otherwise to be paid by the City to the Township as a result of the annexation to the City of any property located in the District including previously annexed territory within the District.
- G. Other Revenue Issues. All provisions within this Agreement regarding the sharing of revenue by the City with the Township shall apply to said revenue received by the City after January 1, 2005, subject to this Agreement being approved and executed by both the City and the Township. There shall be no overlap of revenue sharing from the previous Revenue Sharing Agreement between the parties and dated August 2, 1991, and this Agreement. Personal property taxes, estate taxes, or any other revenues currently received by the City, or that may be received by the City in the future, that are not specifically mentioned in this Agreement, shall not be shared by the City with the Township.
- H. Duty to Negotiate Extension of Revenues. It is contemplated that this Agreement will be in effect for a term of fifty (50) years, unless both parties agree to an earlier termination. In that regard, the parties agree that they will meet and discuss

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the merits of continuing to share revenue beyond that term. However, both parties must agree in writing in order for revenue to be shared beyond the fifty (50) year term of this Agreement.

**Section 5. Abatement of Real Property Taxes**

- A. The City and Township agree that if, subsequent to the annexation of real property located in the District to the City, the City creates an Enterprise Zone, Community Reinvestment Area or other facility authorized by the Ohio Revised Code that allows for reduction in real, personal property and income taxes as an incentive to business and industry locating or expanding therein, they will adhere to the following procedure upon application for such tax abatement by any property owner in the District:
1. The City will mail a copy of the application and related materials to the Trustees of the Township at the same time that the school districts are noticed and request a meeting to discuss the application.
  2. A meeting will be held between appropriate representatives of the City, The Township and the applicant.
  3. The application will be processed further only upon agreement by both the City and the Township.
- B. It is the intent of the parties that any such proposed program to grant tax reduction in the District be closely scrutinized to ensure that the income resulting from development is not compromised to such an extent that the granting of an abatement will result in detriment to either the City or the Township in the long term.

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**Section 6. Provision of Services**

- A. The Township shall continue to provide its services to property in the District until such time as it is annexed to the City.
- B. Upon annexation to the City, the City has the right to provide all municipal services to the property annexed, including police protection, fire/rescue service, street maintenance, reasonable storm water management, water, electric, refuse collection, and sanitary sewer service, in a manner similar to other land located within the corporate limits of the City, subject, however, to system capacity limitations,<sup>2</sup> payment by the property owner or developer of any utility extension costs, the provisions of all applicable City ordinances, and agreements, if any, with utilities that may be serving the District area.
- C. In the event that the City allows a tap-in to its sewer system to a property that is not yet subject to annexation, it is understood by the parties to this Agreement that such tap-in would be permitted only upon the property owner's acceptance of certain conditions including, but not limited to, the property owner agreeing to annex the property as soon as it is possible and agreeing to pay whatever utility premium that may be charged by the City until the property can be annexed. Any such tap-in would also need to receive approval of Oberlin City Council.
- D. In the event that a property owner in the District desires to develop a property for a use consistent with the agreed upon land use plan and district uses shown in Exhibit E, and annexation is not yet feasible and access to the City's sanitary system is not available (both as determined by the City), the Township shall notify

<sup>2</sup> The City will take all reasonable measures to anticipate and provide for system capacity in the District.

the City of the property owner's intent to use an on-site system subject to EPA and Lorain County Health Department approval. The City shall have a period of three months to evaluate whether sewer services can be provided to the property. The parties to this Agreement desire to encourage use of the best available technology. Once annexation and connection to the City's sanitary system does become feasible, within one year the property owner must connect to the City's system at the property owner's expense, plus pay for the property owner's fair share of the City's capital costs to extend the sanitary sewer line.

**Section 7. Term**

- A. This Agreement shall be in effect for an original term of twenty-five (25) years from the later of the date that it is approved by Ordinance of the City Council and Resolution of the Trustees of the Township. At the end of the twenty-fifth year, the Agreement shall automatically renew for another twenty-five (25) year term unless the legislative authorities of the City and the Township each affirmatively act by official legislation to terminate the Agreement.
- B. The City and the Township agree that they will meet at least every five (5) years during the term of this Agreement in order to review and evaluate whether the terms of this Agreement remain consistent with their intent or whether adjustments need to be made. Should new or amended state legislation alter the tax structure upon which the consideration in this Agreement is based, the parties agree to meet prior to the effective date of such legislation to determine whether adjustments need to be made. Any adjustments to this Agreement must be in

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writing and approved by both the City and the Township by appropriate legislation.

- C. This Agreement may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities. In order for such termination to be effective, the legislative actions of the parties to terminate this Agreement must occur and be effective within a period of ninety (90) days of each other. Upon termination, all property annexed pursuant to this Agreement shall remain part of the City for all purposes.

**Section 8. Amendments**

- A. In addition to the amendments authorized by Section 1C herein, this Agreement may be amended by the City and the Township only in a writing approved by the legislative authorities of both parties, and further providing that for such amendment to be effective, the legislative actions of the parties must occur and be effective within a period of ninety (90) days of each other.

**Section 9. Disputes**

- A. In the event that a dispute arises as to any of the terms or applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediator at the earliest possible date and with the least amount of expense and inconvenience to the parties. The expenses of the mediation process shall be borne one-half (1/2) by the City and one-half (1/2) by the Township.
- B. Failure of any party to comply with the terms of this Agreement shall constitute a default. The non-defaulting party shall give written notice to the defaulting party

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setting forth the nature of the alleged default. The defaulting party shall have sixty (60) days from receipt of the notice of default to cure the default, or, if the default cannot be reasonably cured within sixty (60) days, to commence to cure and thereafter diligently process such cure to completion. If a default is not satisfactorily cured in a timely manner, the non-defaulting party may call for mediation to resolve the default.

- C. If a dispute or default cannot be acceptably resolved through mediation or a party refuses to participate in mediation, this Agreement does not limit or preclude the parties from initiating appropriate legal action at law or in equity to seek redress.

**Section 10. Miscellaneous**

- A. **Support of Agreement.** The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary to effect the purpose of this Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to vigorously defend this Agreement with the object of upholding its terms. The City and the Township shall each bear its own costs in any such proceeding challenging this Agreement or any of its terms except as provided in Section 4(E). In the event that the parties jointly retain one legal counsel, the parties shall each bear one-half (1/2) of the fees incurred.
- B. **Severability.** In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. However, if the provisions set forth in Section 4(D) related to the

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sharing of income taxes are held to be invalid, illegal, or unenforceable, the Township shall have the option to terminate the Agreement at any time thereafter during the remainder of the term upon thirty (30) days advance notice, or continue performance pursuant to the remaining portions of the Agreement, or both the City and the Township shall have the option to, for a period of sixty (60) days, use their best efforts to renegotiate so that the spirit and intent of Paragraph 4(D) is preserved.

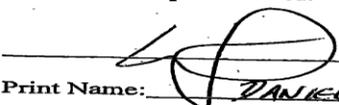
- C. **Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.
- D. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and may be amended or modified only as provided herein. All prior agreements between the parties, either oral or written, are superseded by this Agreement. Specifically, the agreement between the parties which was entered into on or about August 2, 1991, will lapse upon approval and formal execution of this Agreement as provided herein, and said prior agreement will be of no further force and effect unless revived as provided in Section 3(A)(3) herein.

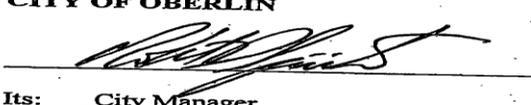
14

IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the day and year first above written.

Signed in the presence of:

CITY OF OBERLIN

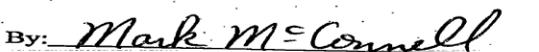
  
 Print Name: DANIEL J. GARDNER

  
 Its: City Manager

Signed in the presence of:

THE TOWNSHIP OF PITTSFIELD

  
 Print Name: DAN SHINSKY

By:   
 Trustee Mark McConnell

  
 Print Name: DAN SHINSKY

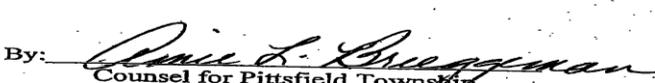
By:   
 Trustee Steve L. Magy

  
 Print Name: DAN SHINSKY

By:   
 Trustee MARK DIEHL

Approved as to legal form:

By:   
 Eric R. Severs  
 Oberlin Law Director

By:   
 Counsel for Pittsfield Township  
 Roetzel & Anderson

1162177.1.104005.0001

And;

WHEREAS, Clerk noted this proposed Annexation on the April 30, 2019 Commissioners agenda; and

WHEREAS, April 24, 2019 letters were issued to Craig Snodgrass, Lorain County Auditor and Kenneth P. Carney, Lorain County Engineer asking for review and accuracy of the Petition and Map; and

WHEREAS, April 26, 2019 Chief Deputy Engineer Peter Zwick submitted a letter as follows:

“We report that the petition’s legal description is incomplete, and therefore does not accurately describe the perimeter of territory proposed to be annexed to the city of Oberlin. Once course is missing from the description; and

WHEREAS, May 2, 2019 Agent Clark submitted the corrected legal description, which was then resubmitted to the County Engineer and they confirmed on May 14, 2019 that the petition’s legal description now accurately describes the perimeter of the territory proposed to be annexed to the City of Oberlin as follows

Exhibit A (description of property to be annexed)  
 James Paul Bresnicky, City of Oberlin  
 Proposed annexation to the City of Oberlin  
 Parcels: 14-00-005-000-003 and Part of 14-00-006-900-001

Situated in the Township of Pittsfield, County of Lorain and State of Ohio and known as being part of Original Pittsfield Township Lots Nos. 5 and 6. Also being the land conveyed to James Paul Bresnicky as recorded in Instrument No. 20170622693 of the Lorain County Records and the right of way of State Route 58 (Ashland-Oberlin Road), dedicated in plat volume 59, Page 29 of the Lorain County Records, being more definitely described as follows:

Beginning at the intersection of the original centerline of State Route 58 (Ashland-Oberlin Road) (width varies) and the northerly line of Original Pittsfield Township Lot No. 6;

Thence southeasterly along the original centerline of State Route 58, a distance of about 357.19 feet to the southwesterly corner of land conveyed to David A Kaiser and Melody A. Porter as recorded in Instrument No. 20110365576 of the Lorain County Records;

Thence easterly along Kaiser and Porter’s southerly line, a distance of about 333.41 feet to the westerly line of land conveyed to Matthew S. Keddell as recorded in Instrument No. 20160580436 of the Lorain County Records;

Thence southerly along Keddell’s westerly line, a distance of about 100.00 feet to the northeasterly corner of land conveyed to Eugene F. Smith as recorded in Official Record Volume 1318, page 806 of the Lorain County Records;

Thence westerly along Smith’s northerly line, a distance of about 316.55 feet to the original centerline of State Route 58;

Thence southerly along the original centerline of State Route 58, a distance of about 62.88 to a point in the easterly extension of the southerly line of “Block C” in said Oberlin Reserve Subdivision No. 1;

Thence westerly in the easterly extension the southerly line of “Block C” in Oberlin Reserve Subdivision No. 1 a distance of about 56.01 feet to a point in the westerly right of way of State Route 58;

Thence northwesterly along the westerly right of way of State Route 58, a distance of about 140.00 feet to an angle point therein;

Thence, continuing northwesterly along the westerly right of way of State Route 58, a distance of about 374.09 feet to the northerly line of Original Pittsfield Township Lot No. 6;

Thence easterly along the northerly line of Original Pittsfield Township Lot No. 6, a distance of about 54.08 feet to the point of beginning.

Containing within said bounds about 1.446 acres of land of which 0.724 acre are in Original Pittsfield Township Lot No. 5 and 0.722 acre of land are in Original Pittsfield Township Lot No. 6.

The above description has been prepared from record information only.  
 S/Trevor A. Bixler, P.S. Professional Surveyor, Ohio No. 7730  
 KS Associates, Elyria, Ohio

And;

WHEREAS, Assistant County Prosecutor Innes said this Expedited Type 1 annexation does not require a hearing. The petition has been signed by all owners, a map and legal description were received along with the agent and an annexation agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lorain County, Ohio, that upon review of the documents submitted, the following findings are made:

The Petition contains the signatures of all the property owners in the territory to be annexed.

1. The Petition contains an accurate legal description of the perimeter of the territory proposed to be annexed.
2. The Petition contains an accurate map or plat of the territory proposed to be annexed.
3. The Petition contains the name of the person acting as statutory agent for the petitioners.
4. Filed with the Petition is a list of all the tracts, lots or parcels in the territory proposed to be annexed together with all the tracts, lots or parcels located adjacent to the territory to be annexed or directly across the road, including the name and mailing address of each owner and the permanent parcel number of each parcel.
5. Filed with the Petition is an Annexation Agreement between the City of Oberlin and Pittsfield Township

BE IT FURTHER RESOLVED that:

- I. Upon the findings that all of the conditions of annexation as contained in Revised Code Section 709.022 have been met, the Petition as presented is granted, incorporating the Annexation Agreement between the City of Oberlin and Pittsfield Township.
- II. Herein the annex area will not be excluded from the Township
- III. The Clerk is directed to enter the resolution upon the journal of the Board and send a certified copy of the record (including all resolutions, the petition, the map and all other papers on file to the City of Oberlin)

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried. \_\_\_\_\_(discussion was held on the above)

b.11 RESOLUTION NO. 19-277

In the matter of entering into an agreement with Maximus Consulting Services, Inc., to provide professional consulting services for indirect cost, effective March 1, 2019 – June 15, 2020 in amount of \$21,000 )  
) May 15, 2019

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby enter into an agreement with Maximus Consulting Services, Inc., to provide professional consulting services for indirect cost.

Said agreement is considered a part hereof to this resolution by reference thereto and can be found on file in the Commissioners Budget and Purchasing Office, effective March 1, 2019 – June 15, 2020 and we hereby authorize said payment to be made in amount of \$21,000

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried. \_\_\_\_\_

b.12 RESOLUTION NO. 19-278

In the matter of authorizing payment of \$1,000 to Garland-Misencik Funeral Home, Amherst for Indigent Veteran James P. Maxwell, LaGrange in accordance with ORC 5901.25 )  
) May 15, 2019

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby authorize payment of \$1,000 to Garland-Misencik Funeral Home, Amherst for Indigent Veteran James P. Maxwell, LaGrange in accordance with ORC 5901.25

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried. \_\_\_\_\_

b#13. RESOLUTION NO. 19-279

In the matter of authorizing payment of \$528 to Busch Funeral Home, Elyria for Indigent Howard Ray Shaffer, Elyria in accordance with ORC 5901.25 )  
) May 15, 2019

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby authorize payment of \$528 to Busch Funeral Home, Elyria for Indigent Howard Ray Shaffer, Elyria in accordance with ORC 5901.25.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried. \_\_\_\_\_

CHILDREN FAMILIES COUNCIL

b.14

RESOLUTION NO. 19-280

In the matter of Amending Res#18-388, adopted )  
 June 13, 2018 approving & entering into a contract)  
 on behalf of Children & Family Council with )  
 Childcare Resource Center for purchase of )  
 services for Fiscal Year 2019 )

May 15, 2019

BE IT RESOLVED by the Lorain County Board of Commissioners that we hereby amend Resolution No. 18-388, adopted June 13<sup>th</sup>, 2018, approving and entering into a contract on behalf of Children & Families Council with Childcare Resource Center for the Fiscal Year 2019.

Said amendment to reflect an increase of \$2,000.00 for Childcare Resource Center and a total contract amount of \$17,000.00. All other contract conditions remain in effect and can be found in the Commissioners/Purchasing Department and at the Children and Families First Council office.

FURTHER BE IT RESOLVED said monies are available from the Family Centered Services and Support allocation provided through Ohio Family and Children First. The contract will be in effect from July 1, 2018 through June 30, 2019 and authorize said payments to be made within said contracts with total reimbursement not to exceed the contract's amount for the term of the contract.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried.

COMMUNITY DEVELOPMENT

B.15

RESOLUTION NO. 19-281

In the matter of amending the agreement with )  
 CT Consultants to increase not-to-exceed amount)  
 For NSP3 in order to complete additional projects)

May 15, 2019

WHEREAS, Lorain County entered into an agreement with CT Consultants, Inc., executed on March 21, 2012 to provide services in connection with Lorain County's Neighborhood Stabilization Program 3 Grant, the grantee being Lorain County; and

WHEREAS, the County included services for both Acquisition/Rehab/Resale projects as well as evaluating vacant properties for Rehabilitation as part of CT Consultants, Inc.'s scope of service; and

WHEREAS, the fee for the additional services provided by CT Consultants, Inc. was agreed upon as follows:

## ACQUISITION/REHAB/RESALE PROJECTS:

Task 1:	Work write-up, specifications and estimate:	\$1,400.00
Task 2:	Lead Risk Assessment, Specifications and Clearance (Fee does not include samples which will be billed at \$13.00 per sample for the Risk Assessment and \$15.00 per sample for the Clearance. Actual cost will be billed.)	\$1,370.00 (plus samples)
Task 3:	Bid Documents and Contract Preparation	\$ 800.00
Task 4:	Construction Management including periodic and Final Inspection as well as change order reviews.	\$2,100.00

## DEMOLITION/REHAB ASSESSMENT ONLY:

Task 1:	Work Write-up, specifications and estimate:	\$1,300.00
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NOW THEREFORE BE IT RESOLVED, by the Lorain County Board of Commissioners that were hereby approve the amendment to the contract between the Lorain County Commissioners and CT Consultants to increase the total contract amount by an amount not to exceed an additional **\$16,500**. Said fee shall be incurred in accordance with the requirements of the NSP and CDBG Formula regulations as promulgated by the U.S. Department of Housing and Urban Development, and the Ohio Department of Development (Now known as the Ohio Development Services Agency)

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried.

**SANITARY ENGINEER**

b.16

RESOLUTION NO. 19-282

In the matter of approving and entering into an )  
 contract with Buckeye Pumps, Inc., Galion, Ohio in the )  
 amount of \$65,850.00 for the Sunset Drive Sanitary Pump) May 15, 2019  
 Station Replacement in LaGrange Township )

WHEREAS, Ken Carney, Lorain County Engineer by letter dated May 7, 2019 submitted the following:

“We have reviewed the bids that were received for the Sunset Drive Pump Station Replacement Project in LaGrange Township. The only bid received was that from Buckeye Pumps, Inc., Galion, Ohio in the amount of \$65,850.00.

Buckeye Pumps, Inc., agree to complete all work by within 60 days of being issued the Notice to Proceed. They have no substitutions or subcontractors for this project.

The work will consists of replacement as well as other upgrades necessary to facilitate the new pumps. The estimated cost for this work was \$60,000 and funds are available through the Sanitary Repair Account 7100-7100-300-304-11-6380-0000.

Thank you for your assistance with this project and please do not hesitate to contact Robert Klaiber or myself at 440-329-5586 if you should have any additional questions.”;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Lorain County, Ohio that we do and hereby approve and enter into contract with Buckeye Pumps, Inc, Galion, Ohio in the amount of \$65,850.00 for the Sunset Drive Sanitary Pump Station Replacement, LaGrange Township, Ohio.

FURTHER BE IT RESOLVED that funding for this contract is being provided by the Lorain County Sanitary Engineers Department funds, account #7100-7100-300-304-11-6380-0000.

BE IT FURTHER RESOLVED, that we hereby issue a Notice to Proceed letter effective May 27, 2019 and work will be completed within 60 days.

NOW BE IT RESOLVED, we hereby authorize the County Administrator to notify the County Auditor to release retainage at the completion of the project.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried. \_\_\_\_\_

B.17

RESOLUTION NO. 19-283

In the matter of approving and entering into a contract )  
 with Fab-Willis Services, Medina, Ohio in the amount )  
 not to exceed \$1,100.00 to replace the sanitary sewer ) May 15, 2019  
 lateral at 35127 Elm Road, Eaton Township, Grafton, )  
 Ohio )

WHEREAS, Ken Carney, Lorain County Sanitary Engineer by letter dated May 8, 2019 submitted the following:

“As part of the sanitary engineer’s continuing efforts to reduce stormwater infiltration into the sanitary sewers, all individual sanitary laterals were televised in the Eaton Homes Subdivision in Eaton Township. Due to the size of the development, the televising was conducted in three phases with Phase 2 being completed in June of 2016.

Upon completion of the testing, all property owners whose laterals were determined to be defective were directed to replace and/or repair their individual sanitary connection to the satisfaction of the Lorain County Sanitary Engineer. To date, those located in Phase 2 that have not complied were referred to the Lorain County Prosecutor for legal action.

In April, the Board of Commissioners were granted judgment from the Court of Common Pleas to enter 35127 Elm Road and correct the failing sanitary lateral. The court further authorized the Board to certify to the County Auditor the costs of remediation and the court costs of this action as a special assessment upon the premises.

At this time, Lorain County Sanitary Engineer Ken Carney is requesting authority to enter into a contract with Fab-Willis Services in the amount of \$1,100 to replace the sanitary sewer lateral at 35127 Elm Road. Three quotes were received with this being the lowest and best.

Upon completion, this amount along with the associated court costs will be certified to the County Auditor as a special assessment upon the premises in accordance with Case No. 19CV197074, Journal Entry for Judgment Civil Rule 55 as signed by Judge D. Chris Cook.

Thank you for your consideration and please feel free to contact Robert Klaiber or myself at 440-329-5586 if you should have any questions or comments.”;

NOW, THEREFORE, BE IT RESOLVED by the Board of Lorain County Commissioners, that based upon the recommendation of Lorain County Sanitary Engineer in letter dated May 8, 2019 we do hereby approve and enter into a contract with Fab-Willis Services, Medina, Ohio in the amount not to exceed \$1,100.00 to replace the sanitary sewer lateral at 35127 Elm Road, Eaton Township, Grafton, Ohio.

FURTHER BE IT RESOLVED that upon completion, this amount along with the associated court costs will be certified to the Lorain County Auditor as a special assessment upon the premises in accordance with Case No. 19CV197074, Journal Entry for Judgment Civil Rule 55 as signed by Judge D. Chris Cook.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried. \_\_\_\_\_

CBCF

b.18

## JOURNAL ENTRY

In the matter of awarding contract to J. L. Moore, Inc., )  
 Columbia Station in amount of \$84,026 for door ) May 15, 2019  
 replacement project )

Motion by Lundy, seconded by Kokoski. Clerk called for discussion.

Commissioner Lundy said he was concerned that there were only 2 bids and the other bid was twice the amount of the first bid.

Commissioner Kokoski said J.L. Moore is a local company

Commissioner Lundy would like to have some review on this.

Commissioner Lundy withdrew his motion, Commissioner Kokoski withdrew her second.

County Administrator Cordes asked K.C. Saunders, Budget to look into this so if everything is reviewed, Commissioners could make a decision after executive session.

b.18

## RESOLUTION NO. 19-284

In the matter of awarding a contract to J. L. Moore, Inc. for )  
 The Lorain/Medina Community Based Correctional Facility) May 15, 2019  
 Bathroom Fixture Replacement project in the amount of )  
 \$229,725.00 )

WHEREAS, bids were received and opened on Friday, May 3, 2019 for the Lorain/Medina Community Based Correctional Facility Bathroom Fixture Replacement project at 9892 Murray Ridge Road, Elyria, Ohio as follows:

<u>Bidder</u>	<u>Base Bid</u>
J.L. Moore, Inc. 27102 Royalton Road Columbia Station, Ohio 44028	\$229,725.00
Ray Esser & Sons, Inc. 880 Walnut Street, Suite 1 Elyria, Ohio 44035	\$247,000.00
SONA Construction, LLC 7122 Harvard Avenue Cleveland, Ohio 44105	\$285,000.00

Said bid was the most cost-effective bid complying with specifications.

NOW THEREFORE, BE IT RESOLVED by the Board of Lorain County Commissioners, that we do and hereby award a contract to J.L. Moore, Inc., 27102 Royalton Road, Columbia Station, Ohio in the amount of \$229,725.00 for the Bathroom Fixture Replacement project. Funds are available from account #8300 0000 660 000 14 6100 0000.

BE IT FURTHER RESOLVED, that we do and hereby issue a Notice to Proceed effective on or before May 29, 2019 and to complete said contract on or before August 31, 2019.

FURTHER BE IT RESOLVED, the County Administrator is hereby granted the authority to notify the County Auditor to release retainage at the completion of the contract.

NOW BE IT RESOLVED, said bids were the lowest and most responsive bids received complying with specifications.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried.

**DOMESTIC RELATIONS**

b.20

RESOLUTION NO. 19-285

In the matter of Entering into an agreement with Lorain )  
 County Juvenile Court and Penfield Township Trustees ) May 15, 2019  
 for use of Township Hall with kitchen in event of )  
 emergency evacuation of the Residential facilities )

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby enter into an agreement with Lorain County Juvenile Court and Penfield Township Trustees for use of Township Hall with kitchen in event of emergency evacuation of the Residential facilities.

Said agreement is considered a part hereof to this resolution as follows and can be found on file in the Commissioners/Purchasing and Domestic Relations.

**AGREEMENT**

This agreement entered into between the Lorain County Juvenile Court (hereafter called "Court") and the Lorain County Board of Commissioners (hereafter called "Commissioners") and the Board of Trustees of Penfield Township, Ohio (hereafter called "Trustees").

WHEREAS, the Court and Commissioners operate the Lorain County Residential Facilities on Infirmery Road, and need a location to evacuate the residents of said facilities in the event of an emergency evacuation.

IT IS THEREFORE AGREED:

1. That the Trustees will permit residents from the Lorain County Residential Facilities to be evacuated to the Penfield Township Hall (building with Kitchen) in the event of an emergency evacuation.
2. There will be no compensation paid to the Trustees, except for the satisfaction of cooperating with another government entity in an effort to provide for the safety and security of children from exposure to hazardous materials.
3. The Court and Commissioners hereby waive all claims for damages or loss to any person or property that may be caused by any act or failure to act, by the Trustees, its agents, officers or employees. The Court and Commissioners acknowledge that the Trustees have performed no inspection of the premises as to the suitability of the premises for the intended use, and it is understood that the Court and Commissioners will assume all responsibility for supervision of the residents while remaining at the Township Hall, and for inspecting the premises for its safe use by the residents.
4. The Court and Commissioners agree to indemnify and save harmless the Trustees from any claim for damages or compensation of whatever nature, for personal injury or property loss, made by any resident or employee of the Residential Facilities, their heirs, assigns or successors or any other person using the Township Hall pursuant to this agreement.

LORAIN COUNTY JUVENILE COURT

By: Jody Barilla  
 Jody Barilla, Court Administrator

PENFIELD TOWNSHIP TRUSTEES

By: \_\_\_\_\_  
 Tammi Damerow

\_\_\_\_\_  
 Larry Skelding

\_\_\_\_\_  
 Dave Vandlen

\_\_\_\_\_  
 Tony Goodman

\*\* Prior Approval as to Form on 7-29-08 \*\*

LORAIN COUNTY COMMISSIONERS

By: Matt Lundy  
 Matt Lundy, President

Lori Kokoski  
 Lori Kokoski

Sharon Sweda  
 Sharon Sweda

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried.

**ENGINEER**

b.21

**JOURNAL ENTRY**

In the matter of repealing existing standards for subdivisions )  
 and adopting new general rules and regulations setting revised )  
 standards and requirements for subdivision construction ) May 15, 2019  
 in Penfield Township

Peter Zwick, Deputy Engineer stated this will consolidate the township standards and with the new employee in the Engineers office they have been hands on with all the subdivisions and looking at all standards, green space, along with the updates for stormwater, drainage. Mr. Cordes said we need to finish the planning regulation

Following resolution was adopted:

b.21

**RESOLUTION NO. 19-286**

In the matter of repealing existing standards for subdivisions )  
 and adopting new general rules and regulations setting revised )  
 standards and requirements for subdivision construction ) May 15, 2019  
 in Penfield Township

BE IT RESOLVED by the Board of Commissioners of Lorain County, Ohio, that we do and hereby accept the request from Penfield Township based on their Resolution No. 19-006 to repeal their current subdivision standards for the Township of Penfield.

FURTHER BE IT RESOLVED we do hereby accept the request of the Penfield Township Trustees per their Resolution No. 19-005 adopted March 5, 2019 to accept the new subdivision standards for subdivisions in Penfield Township, which have been approved by the Penfield Township Trustees, Lorain County Engineer's Office and the Lorain County Prosecutor.

BE IT RESOLVED that these subdivision standards shall be placed in the Lorain County Engineer's Specifications and Regulations for Subdivision Development.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried.

\_\_\_\_\_ (discussion was held on the above)

b.22

**RESOLUTION NO. 19-287**

In the matter of the request for Speed Zone Study of )  
 CR-54, Murray Ridge Road (Elyria Corporation Limit)  
 to Albrecht Road, Carlisle Township, be forwarded to )  
 the Ohio Department of Transportation for review to )  
 establish a safe and reasonable speed limit )  
 May 15, 2019

WHEREAS, a speed zone study was prepared at the request of residents in Carlisle Township recommending the establishment of a 45 mph speed limit on CR-54, Murray Ridge Road (Elyria Corporation Limit to Albrecht Road); and

WHEREAS, Ken Carney, Lorain County Engineer by letter dated May 8, 2019 submitted the following:

"Enclosed is a copy of a speed study for Murray Ridge Road (CR-54) for the section between the Elyria Corporation Limit and Albrecht Road in Carlisle Township. This study was performed at the request of the residents living along this section of county highway. The study recommends a posted speed of 45 MPH.

Please pass the necessary Resolution authorizing the Ohio Department of Transportation to review this study and establish a 45 MPH posted speed limit as recommended by the study. If you should have any questions or require any additional information, please feel free to contact Robert Klaiber or myself at 440-329-5586.";

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lorain County, Ohio that based upon the recommendation of Ken Carney, Lorain County Engineer we do hereby authorize the Ohio Department of Transportation to review the speed study on CR-54, Murray Ridge Road from the Elyria Corporation limit to Albrecht Road in Carlisle Township, and establish a safe and reasonable speed.

FURTHER BE IT RESOLVED that upon passing this resolution a copy will be forwarded to the Lorain County Engineer.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried.

\_\_\_\_\_

b.23

RESOLUTION NO. 19-288

In the matter of the request for Speed Zone Study of )  
CR-54, Murray Ridge Road (Russia Road to Elyria )  
Corporation Limit), Carlisle Township, be forwarded )  
to the Ohio Department of Transportation for review )  
to establish a safe and reasonable speed limit )

May 15, 2019

WHEREAS, a speed zone study was prepared at the request of residents in Carlisle Township recommending the establishment of a 50 mph speed limit on CR-54, Murray Ridge Road (Russia Road to Elyria Corporation Limit); and

WHEREAS, Ken Carney, Lorain County Engineer by letter dated May 8, 2019 submitted the following:

“Enclosed is a copy of a speed study for Murray Ridge Road (CR-54) for the section between Russia Road and the Elyria Corporation Limit in Carlisle Township. This study was performed at the request of the residents living along this section of county highway. The study recommends a posted speed of 50 MPH.

Please pass the necessary Resolution authorizing the Ohio Department of Transportation to review this study and establish a 50 MPH posted speed limit as recommended by the study.

If you should have any questions or require any additional information, please feel free to contact Robert Klaiber or myself at 440-329-5586.”;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lorain County, Ohio that based upon the recommendation of Ken Carney, Lorain County Engineer we do hereby authorize the Ohio Department of Transportation to review the speed study on CR-54, Murray Ridge Road from Russia Road to Elyria Corporation limit in Carlisle Township, and establish a safe and reasonable speed.

FURTHER BE IT RESOLVED that upon passing this resolution a copy will be forwarded to the Lorain County Engineer.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

\_\_\_\_\_

**SHERIFF**

b.24

RESOLUTION NO. 19-289

In the matter of applying for 2019-2020 DARE grant )  
in amount of \$45,456.30 which represents 50% of the )  
base salary for 2 officers for 9 month school year )

May 15, 2019

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby Apply for 2019-2020 DARE grant in amount of \$45,456.30 which represents 50% of the base salary of 2 officers for 9 month school year.

FURTHER BE IT RESOLVED, we hereby authorize said local match payment of \$45,456.30 to be paid from Acct#sheriff salary

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

\_\_\_\_\_

**PUBLIC COMMENT**

(Please limit your comments to three minutes)

Jeff Baxter, Elyria wished Mr. Cordes a happy birthday. Mr. Baxter said he has been attending other meetings and sampled 10 other counties and 7 of them do like this county. 2 counties take their video and put it on u tube can that be done here. He said 3 counties have morning meeting and others meet at night on standard day, Hamilton, Warren and Ashtabula. The said this would be good for transparency and get people to meeting. He also stated the Elyria bus loop which he has rode and out of the 3 different times, there is no one on the bus with him, there is only around 1000 riders since it started and said there should be signs posted at the stop., if the loop is to suppose to help the jurors then why does it not stop at the justice center, designation stop is at the administration building.

Laura Irvin, Oberlin – Moms Demand Action. She stated she sent a resolution to the Clerk for the Commissioners to consider on opposition to the state legislators on HB174 and 177 to take out that you have to get a permit for concealed weapons. The city of Oberlin passed an emergency in opposition. There are 36,000 people killed each year, which is 4,000 less in our military that died in the Vietnam War, 1,400 in Ohio died from gun violence. She stated there are many reasons to reject and has a BeSmartforKIDs.org campaign.

Janet Garrett, Oberlin said she was a teacher for 35 years in the county and her concern is with the safety of children and the shootings in schools are bad.

\_\_\_\_\_ (discussion was held on the above)

d

**COUNTY ADMINISTRATOR**

Mr. Cordes was on vacation.

e

**ASSISTANT COUNTY PROSECUTOR**

Gerald A. Innes had pending litigation to discuss in Executive Session.

\_\_\_\_\_

g

COMMISSIONERS REPORT

Commissioner Kokoski said they have been interviewing candidates for the combined Alcohol & Mental Health Board and thanked everyone that has served, you have all made a difference and we are the last county to have 1 board.

Commissioner Kokoski said she was out of town, returned on mother's day and daughter had to get her appendix removed doing well  
Commissioner Kokoski attended Sheffield Village state address  
Commissioner Kokoski had a CCAO to discuss HB166 funding for children services and adult protective services  
Commissioner Kokoski said tomorrow starts the King of Wings and wished Mr. Cordes a happy birthday today

Commissioner Lundy thanked everyone that stepped up to serve on boards, they are very passionate and there will be 10 people appointed to the combined board of alcohol & mental

Commissioner Lundy thanked law enforcement for serving they are our true hometown heroes and thanked Mr. Cordes and Mrs. Davis for getting this memorial together.

Commissioner Lundy attend NOACA on Friday with Mr. Cordes and discussion was the turnpike would like to have a seat on NOACA  
Commissioner Lundy attended his niece's graduation at Kent State  
Commissioner Lundy congratulated all Mothers  
Commissioner Lundy attended Mayor Hunters state of the village address and wished Happy Birthday to Mr. Cordes

Commissioner Sweda took at tour of CBCF

Commissioner Sweda attend the International Boilermakers at LCCC on Election Day and on their employment and education needs  
Commissioner Sweda said the police memorial was quit moving and gave her gratitude to law enforcement. She also has concern with the HB on taking the carrying permit away how this is a danger to the schools and citizens.

Commissioner Lundy said this is an important cause with Moms Demand Action and the legislators love guns and not surprised this was brought forth. He question is what about law enforcement they deserve to know if someone is carrying. Support the 2<sup>nd</sup> amendment to have arms but need to be smart they really need to do safety locks and training. He stated guns is a conditional right but groups need to fight the legislators and this is going to be an uphill battle he even heard insurance companies are offering active shooter insurance.

Commissioner Sweda said HB70 needs to be worked on this is going to cause a serious financial situation in Lorain with no local control.

Commissioner Sweda attended a forum on Mental health with Nord Center, Chief Rivera and Holly Strano, channel 3 on mental health issues

Commissioner Sweda had lunch with Dr. Evans and he supports that both boards be merged

Commissioner Sweda attended the ribbon cutting of Myers

Commissioner Sweda said Pride Day is this weekend

Commissioner Kokoski said Fido's Uncorked event is this Saturday

(discussion was held on the above)

f

CLERK'S REPORT

RESOLUTION NO. 19-290

In the matter of receiving and journalizing an Annexation )  
petition for approximately 46.240 acres from the Townships) May 15, 2019  
Of Eaton and Grafton to the Village of Grafton in )  
accordance with ORC 709.14 and 709.16 – Muni Owed – )  
Mayor Dave DiVencenzo, Agent )

WHEREAS, Lorain County Board of Commissioners received on May 10, 2019, a petition, legal description and maps in accordance with ORC 709.14 and 709.16, Muni Owned land was received in the Lorain County Board of Commissioners for the proposed annexation of approximately 46.240 acres of land in the Townships of Eaton and Grafton to the Village of Grafton, Ohio; and

WHEREAS, Mayor Dave DiVencenzo, is Agent; and

WHEREAS, the Petition and legal description reads as follows:

A PETITION TO THE LORAIN COUNTY COMMISSIONERS TO REQUEST THE ANNEXATION OF LAND SOLELY OWNED BY THE VILLAGE OF GRAFTON TO BE ANNEXED FROM EATON TOWNSHIP AND GRAFTON TOWNSHIP INTO THE VILLAGE OF GRAFTON PURSUANT TO OHIO REVISED CODE SECTIONS 709.14 AND 709.16

RECEIVED  
LORAIN COUNTY  
CLERK'S OFFICE  
MAY 10 P 2:43  
THERESA LANTON  
CLERK

WHEREAS, the Village of Grafton currently owns certain lands more fully described and depicted on Exhibits 1, 2, 3, 4 (legal descriptions) and Exhibit 5 (map) attached hereto; and  
WHEREAS, the lands described on Exhibits 1, 2, 3, 4, and depicted on Exhibit 5, are all owned by the Village of Grafton; and  
WHEREAS, the lands described on Exhibits 1, 2, and 4, and depicted on Exhibit 5, are located in Eaton Township; and  
WHEREAS, the lands described on Exhibit 3 and depicted on Exhibit 5 are located in Grafton Township; and  
WHEREAS, all lands described and depicted in Exhibits 1, 2, 3, 4, and 5, are contiguous to the Village of Grafton; and  
WHEREAS the Village of Grafton has determined that annexing the subject lands into the Village of Grafton is necessary for the preservation of the public health, safety and welfare of its citizens, and has authorized this land to be annexed into the Village of Grafton by and through Village of Grafton Ordinance No. 19-008 (Exhibit 6 attached hereto).

NOW, THEREFORE, THE VILLAGE OF GRAFTON HEREIN RESPECTFULLY PETITIONS THE LORAIN COUNTY COMMISSIONERS AS FOLLOWS:

The Village of Grafton hereby requests the Lorain County Commissioners to approve the annexation of the following lands:

- Land situated in Eaton Township, Lorain County, Ohio, as more fully detailed and described in the Description of Corporation Line "A" as set forth on Exhibit #1 (legal description) and Exhibit #5 (map) attached hereto;
- Land situated in Eaton Township, Lorain County, Ohio, as more fully detailed and described in the Description of Corporation Line "B" as set forth on Exhibit #2 (legal description) and Exhibit #5 (map) attached hereto;

- Land situated in Grafton Township, Lorain County, Ohio, as more fully detailed and described in the Description of Corporation Line "C" as set forth on Exhibit #3 (legal description) and Exhibit #5 (map) attached hereto;
- Land situated in Eaton Township, Lorain County, Ohio, as more fully detailed and described in the Description of Corporation Line "D" as set forth on Exhibit #4 (legal description) and Exhibit #5 (map) attached hereto;

from Eaton Township and Grafton Township as indicated above, into the Village of Grafton, pursuant to Sections 709.14 and 709.16 of the Ohio Revised Code.

Respectfully submitted,

VILLAGE OF GRAFTON

By: [Signature]  
Dave DiVencenzo, Mayor

Date: 5/10/2019

RECEIVED  
LORAIN COUNTY  
COMMISSIONER  
2019 MAY 10 P 2:44  
TOWNSHIP CLERK

#### EXHIBIT 1

#### DESCRIPTION OF PROPOSED CORPORATION LINE "A"

Situated in Eaton Township, Lorain County, Ohio, and being part of Original Lots 37, 38, 39, 43, and 44, of Township 5 North, Range 16 West, and the proposed corporation line being described for the Village of Grafton more particularly described as follows:

- 1) BEGINNING in Original Lot 43 on the existing corporation line of the Village of Grafton and on the east right-of-way line of State Route 83 (a.k.a. South Avon Beldon Road), and at a point 122.59 feet more or less south of the southeasterly property line of CSX Railroad, formerly known as the C.C.C. and St. L. Railroad;
- 2) Thence on and long the east right-of-way line of State Route 83 (a.k.a. South Avon Beldon Road), in a northerly direction a distance of 122.59 feet more or less to the southeasterly property line of CSX Railroad;
- 3) Thence on and along said southeasterly property line of CSX Railroad, in a northeasterly direction a distance of 4914.66 feet more or less to the most westerly corner of land known as Auditor Parcel 1100037000004, said land shown as conveyed to Eaton Township Trustees in Instrument No. 928015#1976;
- 4) Thence on and along the southerly line of said Eaton Township Trustees property, in a southeasterly direction a distance of 1,265.52 feet more or less to the west right of way line of South Island Road, and being 30.00 feet west of South Island Road centerline;
- 5) Thence on and along the west right of way line of South Island Road, in a southerly direction a distance of 1,313.90 feet more or less to the south line of Original Lot 37 and the north line of Original Lot 38, and 30.00 feet west of South Island Road centerline;
- 6) Thence continuing on and along the west right of way line of South Island Road, in a southerly direction a distance of 2,873.64 feet more or less to the south line of said Original Lot 38 and the north line of Original Lot 39, and 30.00 feet west of South Island Road centerline;
- 7) Thence continuing on and along the west right of way line of South Island Road, in a southerly direction a distance of 2,590.10 feet more or less to the north line of land described in Instrument No. 20030928015, as conveyed to Michael J. Hearn and Elaine D. Hearn, and 30.00 feet west of South Island Road centerline;
- 8) Thence on and along the north line of Michael J. Hearn and Elaine D. Hearn, in a westerly direction a distance of 234.01 feet more or less to the northwest corner of said Hearn property;

- 9) Thence on and along the west line of said Michael J. Hearn and Elaine D. Hearn, in a southerly direction a distance of 82.50 feet more or less to the south line of said Original Lot 39 and the north line of Original Lot 40;
- 10) Thence on and along the south line of said Original Lot 39 and the north line of Original Lot 40, in a westerly direction a distance of 1,220.68 feet more or less to the existing corporation line of the Village of Grafton and the point of termination of this description;

The above described proposed corporation line is 100.00 feet from and parallel to the existing corporation line creating a 100.00 foot wide strip of land containing in 32.841 acres more or less, and being subject to legal highway, easements, and restrictions.

This description and related survey plat is based on an actual field survey performed in January of 2018 by Poggemeyer Design Group under my supervision, Kevin Canavan, Professional Surveyor No. 7448.

  
 \_\_\_\_\_ JAN. 25, 2019  
**POGMEYER DESIGN GROUP, INC.**  
 1168 NORTH MAIN STREET  
 BOWLING GREEN, OHIO 43402  
 (419) 352-7537



EXHIBIT 2

**DESCRIPTION OF PROPOSED CORPORATION LINE "B"**

RECEIVED  
 LORAIN COUNTY  
 COMMISSIONERS

2019 MAY 10 P 2:44

Situated in Eaton Township, Lorain County, Ohio, and being part of Original Lots 40, 41, and 60, of Township 5 North, Range 16 West, and the proposed corporation line being described for the Village of Grafton more particularly described as follows:

BEGINNING in Original Lot 60 on the existing corporation line of the Village of Grafton, and on the east right of way line of State Route 83 (a.k.a. South Avon Beldon Road), and at a point by perpendicular measurement 100.00 feet north of the south line of Original Lot 60;

- 1) Thence on and long the east right of way line of State Route 83 in a southwesterly direction a distance of 112.66 feet more or less to the south line of said Original Lot 60;
- 2) Thence on and long the south lines of Original Lots 60, 41, and 40, in an easterly direction a distance of 4245.40 feet more or less to the southeast corner of land described in Instrument No. 2019-0706947, as conveyed to Village of Grafton, and at the southwest corner of an unrecorded plat known as Eaton Island Farms Proposed;
- 3) Thence on and along the east line of said Village of Grafton property and the west line of said Eaton Island Farms Proposed plat in a northerly direction a distance of 1504.72 feet more or less to the northeasterly corner of said Village of Grafton property, and at the southeast corner of State of Ohio land known as Auditor Parcel 1100040000023;
- 4) Thence on and along the northerly line of said Village of Grafton property and the south line of said State of Ohio land known as Auditor Parcel 1100040000023 in a westerly direction a distance of 100.00 feet more or less to the existing corporation line of the Village of Grafton and the point of termination of this description.

The above described proposed corporation line is 100.00 feet from and parallel to the existing corporation line creating a 100.00 foot wide strip of land containing in 12.911 acres more or less, and being subject to legal highway, easements, and restrictions.

This description and related survey plat is based on an actual field survey performed in January of 2018 by Poggemeyer Design Group under my supervision, Kevin Canavan, Professional Surveyor No. 7448.

  
 \_\_\_\_\_ JAN. 25, 2019  
**POGMEYER DESIGN GROUP, INC.**  
 1168 NORTH MAIN STREET  
 BOWLING GREEN, OHIO 43402  
 (419) 352-7537



EXHIBIT 3

DESCRIPTION OF PROPOSED CORPORATION LINE "C"

RECEIVED  
LORAIN COUNTY  
COMMISSIONERS  
2019 MAY 10 P 2:44

Situated in Grafton Township, Lorain County, Ohio, and being part of Original Lot 5, Township 5 North, Range 16 West, and part of land described in Instrument No. 837319#1846, as conveyed to Village of Grafton, and the proposed corporation line being described for the Village of Grafton more particularly described as follows:

COMMENCING at the southeast corner of Original Lot 5 and on the centerline of State Route 83 (a.k.a. South Avon Beldon Road);

Thence on and along the east line of Original Lot 5 and the centerline of State Route 83, in a northerly direction a distance of 1969.35 feet more or less to the southeast corner of land described in Instrument No. 837319#1846, as conveyed to Village of Grafton;

Thence on and long the south line of said land described in Instrument No. 837319#1846, in a westerly direction a distance of 30.00 feet more or less to the west right of way line of State Route 83 and the TRUE POINT OF BEGINNING;

Thence on and along the proposed corporation line and the westerly right of way line of State Route 83 in a northerly direction a distance of 190.00 feet more or less to a point on the north line of said land described in Instrument No. 837319#1846, and the point of termination of this description;

There is 0.436 acres more or less between the existing corporation line and the proposed corporation line on said land described in Instrument No. 837319#1846, and all being subject to legal highway, easements, and restrictions.

The intent of this description is to incorporate all land described in said Instrument No. 837319#1846, as conveyed to Village of Grafton, less road right of way.

This description and related survey plat is based on an actual field survey performed in January of 2018 by Poggemeyer Design Group under my supervision, Kevin Canavan, Professional Surveyor No. 7448.

*Kevin Canavan* JAN. 25, 2019  
**POGGEMEYER DESIGN GROUP, INC.**  
 1168 NORTH MAIN STREET  
 BOWLING GREEN, OHIO 43402  
 (419) 352-7537



EXHIBIT 4

DESCRIPTION OF PROPOSED CORPORATION LINE "D"

RECEIVED  
LORAIN COUNTY  
COMMISSIONERS  
2019 MAY 10 P 2:44

Situated in Eaton Township, Lorain County, Ohio, and being part of Original Lot 58, of Township 5 North, Range 16 West, and part of land described in Instrument No. 837320#1846, as conveyed to Village of Grafton, described as follows:

COMMENCING on the east line of Original Lot 58 and on the centerline of right-of-way of State Route 83 (a.k.a. South Avon Beldon Road), at a point on the southeasterly property line of CSX Railroad, formerly known as the C.C.C. and St. L. Railroad;

Thence on and long said centerline of right-of-way of State Route 83 and the east line of Original Lot 58, in a southerly direction a distance of 360.30 feet more or less to the northeast corner of said land described in Instrument No. 837320#1846;

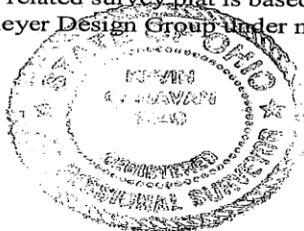
Thence on and along the north line of said land described in Instrument No. 837320#1846, in a westerly direction a distance of 250.60 feet more or less to a property corner;

Thence on and along an east line of said land described in Instrument No. 837320#1846, in a northerly direction a distance of 59.95 feet more or less to the Village of Grafton existing corporation line and the TRUE POINT OF BEGINNING;

- 1) Thence parallel to and 100.00 feet southeast of the southeast property line of CSX Railroad, in a southwesterly direction, a distance of 150.23 feet more or less to the west line of said land described in Instrument No. 837320#1846;
- 2) Thence on and along said west line, in a northerly direction, a distance of 18.58 feet more or less to the northwest corner of said land described in Instrument No. 837320#1846;
- 3) Thence on and along the northwesterly line of said land described in Instrument No. 837320#1846, in a northeasterly direction, a distance of 150.00 feet more or less to the most northern corner of said land described in Instrument No. 837320#1846;
- 4) Thence on and along the easterly line of said land described in Instrument No. 837320#1846, in a southerly direction, a distance of 18.18 feet more or less returning to the true point of beginning, containing in all 0.052 acres more or less, and all subject to legal highway, easements, and restrictions, and all to incorporated to Village of Grafton.

The intent of this description is to incorporate all the land described in Instrument No. 837320#1846, less existing road right-of-way. This description and related survey plat is based on an actual field survey performed in January of 2018 by Poggemeyer Design Group under my supervision, Kevin Canavan, Professional Surveyor No. 7448.

*Kevin Canavan* JAN. 25, 2019  
**POGGEMEYER DESIGN GROUP, INC.**  
 1168 NORTH MAIN STREET  
 BOWLING GREEN, OHIO 43402 (419) 352-7537



VILLAGE OF GRAFTON  
ORDINANCE NO. 19-008

RECEIVED  
LORAIN COUNTY  
COMMISSIONERS  
2019 MAY 10 P 2:44  
THERESA L. GRAFTON  
CLERK

INTRODUCED BY:  
MOTION BY: SAUER  
SECONDED BY: KITTS

AN ORDINANCE AUTHORIZING THE VILLAGE OF GRAFTON TO FILE A PETITION WITH THE LORAIN COUNTY COMMISSIONERS TO REQUEST ANNEXATION OF LAND INTO THE VILLAGE OF GRAFTON FROM THE TOWNSHIP OF EATON AND THE TOWNSHIP OF GRAFTON PURSUANT TO OHIO REVISED CODE § 709.14 AND § 709.16 AND DECLARING EMERGENCY

WHEREAS, Council deems it in the best interest of the Village of Grafton to file a Petition for annexation of certain lands only owned by the Village of Grafton; and

WHEREAS, said lands are contiguous to the Village of Grafton and located in Eaton Township and Grafton Township; and

WHEREAS, said lands currently comprise portions of parcels of land which the Village owns along St Rt 83 and adjoining properties.

NOW, THEREFORE, be it RESOLVED as follows:

SECTION 1. The Village of Grafton requests the Lorain County Commissioners approve the annexation of the following lands:

- Land situated in Eaton Township, Lorain County, Ohio, as more fully detailed and described in the Description of Corporation Line "A" as set forth on Exhibit #1 (legal description) and Exhibit #5 (map) attached hereto;
- Land situated in Eaton Township, Lorain County, Ohio, as more fully detailed and described in the Description of Corporation Line "B" as set forth on Exhibit #2 (legal description) and Exhibit #5 (map) attached hereto;
- Land situated in Grafton Township, Lorain County, Ohio, as more fully detailed and described in the Description of Corporation Line "C" as set forth on Exhibit #3 (legal description) and Exhibit #5 (map) attached hereto;
- Land situated in Eaton Township, Lorain County, Ohio, as more fully detailed and described in the Description of Corporation Line "D" as set forth on Exhibit #4 (legal description) and Exhibit #5 (map) attached hereto;

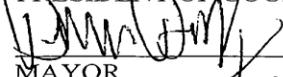
SECTION 2. Gretchen A. Holderman, the Village Solicitor, is hereby authorized to prosecute the proceedings necessary to complete this annexation.

SECTION 3. The Mayor is hereby authorized to execute a Petition for Annexation on behalf of the Village of Grafton and to submit such Petition for Annexation to the Lorain County Commissioners.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and open to the public, in compliance with all legal requirements, including the Ohio Revised Code.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure, immediately necessary for the preservation of the public health, safety and welfare of the citizens of the Village of Grafton, the immediate emergency being the necessity seek the annexation of the above-referenced proper to further the development of the Village and to accomplish the annexation of contiguous land owned by the Village into the Village, therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

  
 \_\_\_\_\_  
 PRESIDENT OF COUNCIL

  
 \_\_\_\_\_  
 MAYOR

  
 \_\_\_\_\_  
 CLERK-TREASURER

5-7-19  
 \_\_\_\_\_  
 DATE PASSED

5-7-19  
 \_\_\_\_\_  
 DATE APPROVED

5-7-19  
 \_\_\_\_\_  
 DATE ATTESTED

APPROVED AS TO FORM BY:   
 \_\_\_\_\_  
 GRETCHEN A. HOLDERMAN  
 DIRECTOR OF LAW

Motion to waive 3 readings: SAUER  
Seconded by: KITTS

Resolution No. 19-290 cont.

May 15, 2019

WHEREAS, May 13, 2019 the County Auditor and Engineer have been notified to review and advise on their findings as to the accuracy of said petition; and

WHEREAS, this Annexation by Petition of Municipality for Municipal, County or State Owned Land the following need to be met within 30 days after the petition is filed;

- a. Petition to be valid
- b. Ordinance from the Municipality
- c. Contiguous to the Municipality
- d. Accurate legal description of the perimeter and an accurate map or plat

NOW, THEREFORE BE IT RESOLVED, the Lorain County Board of Commissioners has scheduled this as an agenda item on Wednesday, May 29, 2019.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

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#### BOARD CORRESPONDENCE

Motion by Lundy, seconded by Kokoski to approve the Board Correspondence and waive the reading of the same. Ayes: Lundy, Kokoski & Sweda / Nays: None  
Motion carried.

- #1. OH Dept of Ag will conduct aerial treatment for control of invasive insect Gypsy Moth beginning of May in southern Ohio. More info at [www.agri.ohio.gov](http://www.agri.ohio.gov)
- #2. Ratification of the Solid Waste Management District Plan. 30 day public comment was held March 1-30, 2019 and hearing was April 9. <http://www.loraincounty.us/commissioners-departments/solid-waste-management/current-plan>
- #3. CCAO legislative alert – House version of SHB166 contains provision that fully funds reimbursement to counties for indigent defense costs beginning FY21 (July 1, 2020)
- #4. May 17 from 11:30 am – 1:30 a.m., Mental Health 2019 annual luncheon “Pete Earley will present tickets at [www.lcbmh.eventbrite.com](http://www.lcbmh.eventbrite.com)
- #5. June 19 from 1:30-3 pm., Erie County Office building, Sandusky – prevailing Wage Education Seminary offered by OH Dept of Commerce. Free, no need to pre register
- #6. June 1 from 5-11 pm., Pastors Ball, Avon presented by Pace Foundation [www.wnzn.org](http://www.wnzn.org)
- #7. Engineer issued various highway permits for Columbia Township
  - 1) #19-053 – Rural LC Water Authority, LaGrange relocate 280’+- of 3” pvc water main/attached plan on Akins Rd bridge #0010 at 600’+- east of Station Rd
  - 2) #19-054 - Rural LC Water Authority, LaGrange relocate 200’+- of 4” pvc water main/attached plan on Boston Rd culvert #0028 at 1,672’+- east of Boone Rd
  - 3) #19-055 - Rural LC Water Authority, LaGrange relocate 100’+- of 3” pvc water main/attached plan on Folley Rd culvert #0037 at 1,715’+- east of Station Rd
  - 4) #19-056, Columbia Gas of Ohio, Columbus install 1” gas service tap on north side of Osborne rd at 1,720’+- east of Jaquay Rd then bore under road to south side to service house #25619,
  - 5) #19-057, Columbia Gas of Ohio, Columbus install 1” gas service tap on south side of White Tail run at 190’+- west of Stag Thicket Lane off existing 2” gas main then bore under road to north side to service house #12081 (s/l 57)
  - 6) #19-058, Columbia Gas of Ohio, Columbus install at 1” gas service tap on south side of White Tail run at 330’+- west of Stag Thicket Lane off existing 2” gas main then bore under road to north side to service house #11941 (s/l 52)
  - 7) #19-059, Columbia Gas of Ohio, Columbus install 1” gas service tap on south side of White Tail Run at 180’+- west of Stag Thicket Lane off existing 2” gas main to house #12108 (s/l 70)
  - 8) #19-060 – Columbia Gas of Ohio, Columbus install a 1” gas service tap on north side of N. Legends Way at 650’+- east of Creekside Cove off existing 2” gas main to service house #34780 (s/l 41), Eaton Twp
- #8. Publications: “LCCAA mission moment”: “CCAO statehouse reports”: “Counties Current”; “County Clips”: “Murray Ridge Courier”; “NACO news”; “Governing”; “American City & County”; “
- #9. Sheriff in compliance with ORC 311.20 monthly itemized account actual cost of keeping and feeding prisoners and other persons placed in charge; November 35,428 meals served at cost of \$1.225-1.26; December 25,938 meals at cost of \$1.26; January 36,293 meals at cost of \$1.26; February 30,680 meals served at cost of \$1.26-1.225; March 27,450 meals at cost of \$1.26 and April 26,013 meals at cost of \$1.26-1.302
- #10. Invisible Properties LLC, Elyria request for Sanitary sewer line connection Pine Brook Golf Club, Grafton (cc: Eng)
- #11. Ohio Division of Liquor Control transfer application from Dales Sports Bar Inc., to MAHD House Bar & Grille, LLC, 41753 N. Ridge Rd, Elyria Twp
- #12. Ohio Division of Liquor Control transfer application from Consun Food Industries Inc., dba Convenient Food Mart Express 748, 42163 N. Ridge Rd, Elyria Twp to DA Petroleum LLC
- #13. Census Takers apply on line [www.2020census.gov/jobs](http://www.2020census.gov/jobs)
- #14. July 16 at 6 pm., Fairgrounds, Lorain Medina Rural Electric Cooperative Inc., will have annual meeting

## JOURNAL ENTRY

May 15, 2019

Commissioner Lundy moved, seconded by Kokoski to go into an executive session at 11:12 a.m. to discuss several labor contracts, 2-3 pending litigation issues, sale of real estate, new hires at 911, maintenance and collection center. Upon roll call the vote taken thereon, resulted as: Ayes: all.

Motion carried.

Commissioners reconvened and the following action was taken.

## RESOLUTION NO. 19-291

In the matter of approving & entering into an agreement )  
 With Lorain County Board of Developmental Disabilities )  
 And The Ohio Association of Public School Employees )  
 (OAPSE)/America Federation of State, County and ) May 15, 2019  
 Municipal Employees, Local 771 AFL-CIO (OAPSE) )  
 Effective July 1, 2019 – June 30, 2022, SERB Case No. )  
 2019-MED-04-0483 )

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby approve & enter into an agreement with Lorain County Board of Developmental Disabilities And The Ohio Association of Public School Employees (OAPSE)/America Federation of State, County and Municipal Employees, Local 771 AFL-CIO (OAPSE) .

Said agreement is considered as part hereof to this resolution by reference thereto and can be found on file in the Commissioners/Purchasing and Developmental Disabilities Office, effective July 1, 2019 – June 30, 2022, SERB Case No. 2019-MED-04-0483

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried.

## RESOLUTION NO. 19-292

In the matter of approving & entering into an agreement )  
 With Lorain County Board of Commissioners (Records )  
 Center) and The International Brotherhood of Teamsters ) May 15, 2019  
 Local #436, effective January 1, 2019 – )  
 December 31, 2021 )

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby approve & enter into an agreement with Lorain County Board of Commissioners (Records Center) and The International Brotherhood of Teamsters Local #436

Said agreement is considered as part hereof to this resolution by reference thereto and can be found on file in the Commissioners/Purchasing and Records Center, effective January 1, 2019 – December 31, 2021

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried.

## RESOLUTION NO. 19-293

In the matter of approving & entering into an agreement )  
 With the Lorain County Recorder and Local 8845 of the )  
 United Steel, Paper and Forestry, Rubber, Manufacturing ) May 15, 2019  
 Energy, Allied Industrial and Service Workers )  
 International Union (USW), effective January 1, 2019 - )  
 December 31, 2021, SERB Case No. 2018-MED-08-0659 )

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby approve & enter into an agreement With the Lorain County Recorder and Local 8845 of the United Steel, Paper and Forestry, Rubber, Manufacturing Energy, Allied Industrial and Service Workers International Union (USW).

Said agreement is considered a part hererof to this resolution by reference thereto and can be found on file in the Commissioners/Purchasing and Recorder Office, effective January 1, 2019 - December 31, 2021, SERB Case No. 2018-MED-08-0659.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried.

## RESOLUTION NO. 19-294

In the matter of approving & entering into an agreement)  
 With Lorain County Children Services And The )  
 International Union, United Automobile, Aerospace and ) May 15, 2019  
 Agricultural Implement Workers of America, Local )  
 #2192, Case No. 2019-MED-01-0024 )

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby approve & enter into an agreement with Lorain County Children Services And The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local #2192, Case No. 2019-MED-01-0024.

Said agreement is considered a part hererof to this resolution by reference thereto and can be found on file in the Commissioners/Purchasing and Children Services Office, effective upon execution to March 31, 2022, SERB Case No. 2019-MED-01-0024 .

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried.

## RESOLUTION NO. 19-295

In the matter of rejecting an agreement between Local )  
 #8845 of the United Steelworkers and The Lorain ) May 15, 2019  
 County Auditor, SERB Case No. 2018-MED-09-0862, )  
 Effective January 1, 2019 – December 31, 2021 )

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby reject an agreement between Local #8845 of the United Steelworkers and The Lorain County Auditor, SERB Case No. 2018-MED-09-0862, effective January 1, 2019 – December 31, 2021.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried.

## RESOLUTION NO. 19-296

In the matter of authorizing various personnel actions as )  
 Indicated on the summary sheet for employees within the ) May 15, 2019  
 Jurisdiction of the Lorain County Board of Commissioners)

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby authorize various personnel actions as indicated on the summary sheet for employees within the Jurisdiction of the Lorain County Board of Commissioners

**911**New hires:

1. Cindy Vegh, Secretary, effective date and rate of pay to be determined.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried.

RESOLUTION NO. 19-297

In the matter of awarding a contract to J. L. Moore, )  
 Inc. for the Lorain/Medina Community Based )  
 Correctional Facility Door Replacement project in )  
 the amount of \$84,026.00 )  
 May 15, 2019

WHEREAS, bids were received and opened on Friday, May 3, 2019 for the Lorain/Medina Community Based Correctional Facility Door Replacement project at 9892 Murray Ridge Road, Elyria, Ohio as follows:

<u>Bidder</u>	<u>Base Bid</u>
J.L. Moore, Inc. 27102 Royalton Road Columbia Station, Ohio 44028	\$84,026.00
AM Door & Supply Company, Inc. 2575 North Salem-Warren Road North Jackson, Ohio 44451	\$146,500.00

Said bid was the most cost-effective bid complying with specifications.

NOW THEREFORE, BE IT RESOLVED by the Board of Lorain County Commissioners, that we do and hereby award a contract to J.L. Moore, Inc., 27102 Royalton Road, Columbia Station, Ohio in the amount of \$84,026.00 for the Door Replacement project. Funds are available from account #8300 0000 660 000 14 6100 0000.

BE IT FURTHER RESOLVED, that we do and hereby issue a Notice to Proceed effective on or before May 29, 2019 and to complete said contract on or before August 31, 2019.

FURTHER BE IT RESOLVED, the County Administrator is hereby granted the authority to notify the County Auditor to release retainage at the completion of the contract.

NOW BE IT RESOLVED, said bids were the lowest and most responsive bids received complying with specifications.

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None  
 Motion carried.

JOURNAL ENTRY

With no further business before the Board, Motion by Lundy seconded by Kokoski to adjourn at 4:20 p.m. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda  
 Motion carried.

The meeting then adjourned.

\_\_\_\_\_)Commissioners  
 Matt Lundy, President )  
 )  
 \_\_\_\_\_)of  
 Lori Kokoski, Vice-president )  
 )  
 \_\_\_\_\_)Lorain County  
 Sharon Sweda, Member )Ohio

Attest: \_\_\_\_\_  
 Theresa Upton, Clerk

Please note that the Commissioners' meetings are open to the public. **The scheduled air times for the meetings will be shown on Saturday at 12:00 Noon and Monday at 11:00 p.m.** subject to change at the discretion of the Lorain County Community College. The meetings might be also broadcasted in additional time periods as scheduling permits. If anyone wants to purchase a copy of the Commissioners Meeting Tapes, please call Lorain County Records Center at 440-326-4866.