

List of Bills Submitted to Council for Approval Only

Date: 5/06/15

VENDOR	DESCRIPTION	DEPT	FUND	TOTAL	CHECK #
1 AINSLEY OIL COMPANY	UNLEADED GASOLINE / DIESEL	ALL	M&R / GEN	\$ 2,866.25	46966
2 ARMOR LLC	REPAIR ROOF LEAKS AT FIRE STATION AND POLICE DEPARTMENT	BLDGS	GEN	\$ 875.00	46967
3 BAZETTA TOWNSHIP	IT SERVICES - 10 HRS	POL	GEN	\$ 557.89	46968
4 BEST BUY	LAPTOP / SOFTWARE / EPSON SCANNER	POL	GEN	\$ 1,035.41	46969
5 BLAKEMAN'S VALLEY OFFICE EQUIPMENT	ANTI-VIRUS SOFTWARE / MICE / BATTERIES / USB / 20-INCH MONITOR				
6 BRENT MILHOAN	LEASE ON COPIER - 4/16 - 5/15/15	FIRE	GEN	\$ 249.16	46970
7 C & V WHOLESALERS, INC.	D.A.R.E. PRIZES FOR GRADUATION	POL	GEN	\$ 75.00	46971
8 CDW GOVERNMENT LLC	PLUMBING PARTS / PVC CEMENT / PVC PARTS	PKS	GEN	\$ 211.08	46973
9 CINTAS CORPORATION	COMPUTER	FIRE	CAP IMP	\$ 1,378.00	46974
10 CVS FLAGS	RAGS	BLDGS / POL	GEN	\$ 61.69	46975
11 DEERE & COMPANY	UNITED STATES & OHIO FLAGS	PKS	GEN	\$ 706.00	46978
12 DIANE ROSS	JOHN DEERE X710 MOWER	PKS / CEM	CAP IMP	\$ 8,095.27	46980
13 DIANE SAUER CHEVROLET, INC.	RETURN FURNITURE RENTAL DEPOSIT 5/4/15	DT	DT	\$ 50.00	46981
14 HOLIDAY INN	BEARING / BUMPER PART / HEADLAMP	RDS / POL	M&R / GEN	\$ 348.11	46982
15 HOME DEPOT CREDIT SERVICES	(2) NIGHTS FOR 2015 CONFERENCE 6/10 & 6/11/15	MAYOR	GEN	\$ 184.00	46984
16 TAXPAYER	PLYWOOD / CHAIN LINK / SCREWS / TROWEL / TAPE MEASURE / MORTAR	PKS / RDS / POL	GEN / M&R	\$ 451.38	46985
17 JOHN JAMES	MINI REFRIGERATOR				
18 JULIE YOEST	TAX REFUND	TAX	TAX	\$ 188.00	46988
19 KEITH PETERSON	CDL REIMBURSEMENT	RDS	M&R	\$ 44.75	46987
20 TAXPAYER	RETURN FURNITURE RENTAL DEPOSIT 5/5/15	DT	DT	\$ 50.00	46989
21 LANE LIFE TRANS PARAMEDICS	REIMBURSEMENT FOR DUTY BOOTS PER ORD. NO. 83-2014	FIRE	GEN	\$ 100.00	46990
22 LAWSON PRODUCTS	TAX REFUND	TAX	TAX	\$ 56.00	46991
23 LBP LEASING, INC.	MEDIC BACKUP	FIRE	GEN	\$ 200.00	46992
24 LEAVITTSBURG HARDWARE	BLASS CUTTING WHEEL / GREASE	RDS	M&R	\$ 564.01	46993
25 LORDSTOWN SOCCER LEAGUE	COPIER LEASE FOR 5/2015	CLK / UTL / POL	GEN	\$ 288.98	46994
26 TAXPAYER	O-RINGS / ANTI FREEZE / MISCELLANEOUS SUPPLIES	PKS / FIRE	GEN	\$ 309.62	46995
27 MAYORS ASSOCIATION OF OHIO	D.A.R.E. TO SPONSOR A TEAM	POL	GEN	\$ 175.00	46996
28 MIDAS AUTO SERVICE EXPERTS	TAX REFUND	TAX	TAX	\$ 243.00	46997
29 MYERS EQUIPMENT CORP.	MAYOR CONFERENCE 6/10 - 6/11/2015	MAYOR	GEN	\$ 165.00	46998
30 NEPHROLOGY ASSOCIATES, INC.	MUFFLER FOR PARK'S TRUCK	PKS	GEN	\$ 209.97	47000
31 NORTH JACKSON HYDRAULICS, INC.	LIGHT SWITCH / ADAPTER	PKS	GEN	\$ 70.15	47001
32 OHIO EDISON CO.	PHYSICAL	POL	GEN	\$ 120.00	47002
33 OHIO SECRETARY OF STATE	(2) CYLINDER REPAIRS	PKS	GEN	\$ 871.54	47003
34 PENN CARE, INC.	ELECTRIC SERVICE 3/18 - 4/13/15	ALL	GEN	\$ 7,868.74	47004
35 POWER TOOL & SUPPLY CO., INC.	NOTARY PUBLIC FILING FEE - D. BRACKEN	CLERK	GEN	\$ 15.00	47005
36 PRINCIPAL LIFE INSURANCE CO.	EMS SUPPLIES	FIRE	GEN	\$ 104.25	47007
37 QUILL CORPORATION	POWER SAW BLADES	RDS	M&R	\$ 198.00	47009
38 REPUBLIC SERVICES	EMPLOYEE LIFE INSURANCE PREMIUM	ALL	GEN	\$ 384.82	47010
39 RITE AID	CLEANING SUPPLIES / PAPER / SEALS / BINDERS / 3-HOLE PAPER	BLDGS / FIRE / REC	GEN	\$ 1,045.63	47011
40 TRACTOR SUPPLY CREDIT PLAN	TRASH SERVICES FOR 4/1 - 4/30/15	BLDGS	GEN	\$ 292.80	47012
41 TRI COUNTY ASPHALT MATERIALS	FILM PROCESSING	POL	GEN	\$ 30.64	47013
42 TRUMBULL COUNTY WATER & SEWER	8-INCH TIRE FOR LEAF VACUUM	PKS	GEN	\$ 15.99	47016
43 UNDERWOOD'S TOWING INC	COLD MIX	RDS	M&R	\$ 835.20	47017
44 VALLEY OFFICE SOLUTIONS	SEWER	ALL	GEN / M&R	\$ 734.64	47018
45 VIGORITO, SHARON	REPAIR CAR #24 / FIX RIGHT SIDE AND HOOD	POL	GEN	\$ 2,853.39	47019
	FILEMAX BACKUP / COPIES	P&Z	GEN	\$ 237.07	47020
	TRANSCRIPTION OF PUBLIC HEARING & COUNCIL MEETING 4/20/15	CLK	GEN	\$ 150.00	47021

**STREETS, SIDEWALKS, PUBLIC PARKS, BUILDINGS,  
GROUNDS, AND GENERAL IMPROVEMENT COMMITTEE**

**Jones  
Mansell  
Sheely**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING KELLIE D. BORDNER, PLANNING AND ZONING ADMINISTRATOR/DIRECTOR OF ECONOMIC DEVELOPMENT FOR THE VILLAGE OF LORDSTOWN, TO PREPARE AND SUBMIT AN APPLICATION TO EASTGATE COUNCIL OF GOVERNMENTS REQUESTING FEDERAL SURFACE TRANSPORTATION PROGRAM (STP) FUNDING FOR THE RESURFACING AND SAFETY UPGRADE OF SALT SPRINGS/SOUTH LEAVITT ROADS WITHIN THE VILLAGE OF LORDSTOWN AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

**Section 1:** That the Federal Surface Transportation Program (STP) and Local Transportation Improvement Program (LTIP) both provide financial assistance to political subdivisions for capital improvements to public infrastructure.

**Section 2:** That the Salt Springs/South Leavitt Roads Resurfacing and Safety Upgrade is necessary to maintain a safe route for all motorists, considered to be a priority need for the community and is a qualified project under the Federal Surface Transportation Program (STP).

**Section 3:** That Salt Springs Road from State Route 45 (Tod Avenue) to Ellsworth-Bailey Road and South Leavitt Road from Palmyra to Hewitt-Gifford are in need of safety upgrades and new asphalt wearing surfaces at an engineer's certified estimated cost of Seven Hundred Seventy-Nine Thousand Four Hundred Seventy and 58/100 Dollars (\$779,470.58) (a copy of the estimate is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Resolution).

**Section 4:** That Kellie D. Bordner, Planning and Zoning Administrator/Director of Economic Development for the Village of Lordstown, is hereby authorized to apply on behalf of the Village of Lordstown to the Eastgate Council of Governments for Federal (STP) funding for the resurfacing and safety upgrade of Salt Springs Road from State Route 45 (Tod Avenue) to Ellsworth-Bailey Road and South Leavitt Road from Palmyra to Hewitt-Gifford within the Village of Lordstown.

**Section 5:** That the Village of Lordstown acknowledges and understands the Eastgate "Funding Policy Guidelines" and confirms to the best of its knowledge that the information contained in the project application is accurate, that it intends to diligently pursue the project, and that a local share of twenty percent

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(20%) is required in the amount of One Hundred Fifty-Five Thousand Eight Hundred Ninety-Four and 11/100 Dollars (\$155,894.11).

**Section 6:** That Salt Springs Road and South Leavitt Road within the Village of Lordstown are both Urban Major Collectors on the Functional Classification Map of roadways on the Federal Aid System, thereby making it eligible for Federal (STP) funding.

**Section 7:** That Kellie D. Bordner is further authorized to execute any and all agreements on behalf of the Village of Lordstown as may be necessary and appropriate to obtain said grant, and all dollar amounts are derived from an engineer's certified estimate and are subject to change with construction material prices and that the Village will be liable for construction costs above the granted (funded) amount.

**Section 8:** That this Resolution is hereby declared to be an emergency measure necessary for the public health, safety, and welfare and for the further reason that the Federal Surface Transportation Program (STP) Grant application is submitted in a timely manner.

**Section 9:** That the passage of this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with the provisions of Revised Code Section 121.22.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_, Mayor

\_\_\_\_\_, Clerk

**ENGINEER'S ESTIMATE**  
**Roads to program for Federal money**  
**Village of Lordstown**

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
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*Part (1) Salt Springs Rd. (from Ellsworth to SR 45) 7,772'x23'-36'*

202	Wearing Course Removed	SY	20	\$20.00	\$ 400.00
254	2" Pavement Planing, Asphalt Concrete	SY	21420	\$2.00	\$ 42,840.00
203	Excavation	CY	25	\$50.00	\$ 1,250.00
304	Aggregate Base	CY	8	\$70.00	\$ 560.00
253	Pavement Repair	SY	50	\$75.00	\$ 3,750.00
251	Partial Depth Pavement Repair	SY	600	\$25.00	\$ 15,000.00
422	Single Chip Seal	SY	21420	\$2.00	\$ 42,840.00
441	1.5" Asphalt Concrete Intermediate Course, Type 2, (448)	CY	892	\$140.00	\$ 124,880.00
424	1" Fine Graded Polymer Asphalt Asphalt Concrete, Type B	CY	625	\$155.00	\$ 96,875.00
441	Asphalt Concrete Surface Course, Type 1, (448) (Driveways)	CY	5	\$300.00	\$ 1,500.00
407	Tack Coat, Trackless Tack, Intermediate Course	Gal.	3060	\$4.00	\$ 12,240.00
407	Tack Coat, Trackless Tack, Surface Course	Gal.	816	\$4.00	\$ 3,264.00
617	Compacted Aggregate	CY	183	\$70.00	\$ 12,810.00
209	Preparing Subgrade for Shoulder Paving	Station	148	\$50.00	\$ 7,400.00
209	Linear Grading, As Per Plan	Station	50	\$90.00	\$ 4,500.00
632	Detector Loop	Each	2	\$1,000.00	\$ 2,000.00
644	Center Line	Mile	1.47	\$3,000.00	\$ 7,350.00
644	Edge Line	Mile	2.95	\$3,000.00	\$ 8,850.00
644	School Symbol Marking	Each	2	\$300.00	\$ 600.00
644	R/R Symbol Marking	Each	2	\$300.00	\$ 600.00
644	Lane Arrow	Each	4	\$200.00	\$ 800.00
644	Stop Line	Feet	29	\$6.00	\$ 174.00
644	Channelizing Line	Feet	135	\$3.00	\$ 405.00
644	Transverse Diagonal Line	Feet	105	\$5.00	\$ 525.00
614	Work Zone Center Line	Mile	4.41	\$750.00	\$ 3,307.50
614	Maintaining Traffic	Lump		\$15,000.00	\$ 15,000.00
623	Construction Layout Stakes and Surveying	Lump		\$1,000.00	\$ 1,000.00
624	Mobilization	Lump		\$5,000.00	\$ 5,000.00

SUBTOTAL \$ 415,720.50  
plus 10% Contingency \$ 41,572.05  
plus 5% Construction Engineering \$ 20,786.03

*Part (2) South Leavitt Rd. (from Palmyra Rd to Hewitt Gifford Rd) 5,150'x22'*

202	Wearing Course Removed	SY	11	\$20.00	\$ 220.00
254	2" Pavement Planing, Asphalt Concrete	SY	13277	\$2.00	\$ 26,554.00
251	Partial Depth Pavement Repair	SY	500	\$25.00	\$ 12,500.00
422	Single Chip Seal	SY	13277	\$2.00	\$ 26,554.00
441	1.5" Asphalt Concrete Intermediate Course, Type 2, (448)	CY	553	\$140.00	\$ 77,420.00
424	1" Fine Graded Polymer Asphalt Asphalt Concrete, Type B	CY	389	\$155.00	\$ 60,295.00
441	Asphalt Concrete Surface Course, Type 1, (448) (Driveways)	CY	5	\$300.00	\$ 1,500.00
407	Tack Coat, Trackless Tack, Intermediate Course	Gal.	1897	\$4.00	\$ 7,588.00
407	Tack Coat, Trackless Tack, Surface Course	Gal.	506	\$4.00	\$ 2,024.00
617	Compacted Aggregate	CY	127	\$70.00	\$ 8,890.00
209	Preparing Subgrade for Shoulder Paving	Station	103	\$50.00	\$ 5,150.00
209	Linear Grading, As Per Plan	Station	30	\$90.00	\$ 2,700.00
644	Center Line	Mile	0.98	\$3,000.00	\$ 4,900.00
644	Edge Line	Mile	1.96	\$3,000.00	\$ 5,880.00
611	Manhole Adjusted to Grade	Each	3	\$350.00	\$ 1,650.00
611	Water Valve Adjusted to Grade	Each	1	\$50.00	\$ 50.00
614	Work Zone Center Line	Mile	2.94	\$750.00	\$ 2,205.00
614	Maintaining Traffic	Lump		\$10,000.00	\$ 10,000.00
623	Construction Layout Stakes and Surveying	Lump		\$1,000.00	\$ 1,000.00
624	Mobilization	Lump		\$5,000.00	\$ 5,000.00

SUBTOTAL \$ 262,080.00  
plus 10% Contingency \$ 26,208.00  
plus 5% Construction Engineering \$ 13,104.00

TOTAL = \$779,470.58

Eastgate  
**Eastgate Resurfacing Program**  
 Project Application

<b>Project Information</b>		<b>Contact Person</b>	
Sponsor: Village of Lordstown		Name: Kellie Bordner	
Local or ODOT Let:		Title: Planning & Zoning Administrator	
Functional Classification: Urban Collector		Address: 1455 Salt Springs Road Lordstown, Ohio 44481	
		Phone: 330-824-2489	
		Email: planningzoning@lordstownvillage.com	
<b>Project Name</b>	Salt Springs / South Leavitt Roads Resurfacing & Safety Upgrade		
<b>Location</b>	Within the Village of Lordstown (See attached map)		
<b>Termini</b>	Beginning at Salt Springs Road & State Route 45 (Tod Ave.), traveling west to Ellsworth-Bailey Road / Beginning at South Leavitt Road & Palmyra Road, traveling north to Hewitt Gifford		
<b>Length</b>	Part (1) Salt Springs Road (from Ellsworth to SR 45) = 7,772' Part (2) South Leavitt Road (from Palmyra to Hewitt Gifford Road) = 5,150'		
<b>Purpose and Need</b>	<p>To reconstruct and resurface the existing pavement. To maintain a safe route for all motorists. The Salt Springs Road route is utilized by many workers traveling to existing local businesses and is a main thoroughfare for school traffic. Traffic counts are expected to increase following the opening of several new businesses slated to open in the Village of Lordstown. The South Leavitt route is a connector to Warren Township and communities beyond for the workers identified above. Traffic counts are expected to shortly increase on this route as well.</p>		
<b>Work Items/Description of Improvement</b>	<p>The project is primarily resurfacing consisting of milling 2" and paving 2.5". Salt Springs Road needs some concrete pavement (50 SY) to be replaced full depth. Both roads will be milled, receive partial depth pavement repair, single chip sealed and paved with two courses of asphalt concrete including the Safety Edge which will require preparing the shoulder for said safety edge. High berms will be graded to allow storm water run off and then the berms will receive aggregate for stability of the edge. Pavement striping will complete the project.</p>		
Does the pavement need full or partial depth repair?		<b>Yes</b>	
If yes, what percent of the pavement surface area needs repaired?			
<b>Approximately 3-4% of the surface area will need Partial Depth Pavement Repair.</b>			

Please provide a map and any other useful information for the proposed project

Eastgate  
**Eastgate Resurfacing Program**  
 Project Application

**Anticipated Project Schedule**

Project Milestone	Month	Year
Legislation with ODOT	July	2015
Hire Consultant/In-House Design	October	2015
Environmental Clearance	March	2016
R/W Plans Complete	N/A	
R/W Acquired	N/A	
Construction Plans Complete	March	2017
Project Sale	July	2017

**Anticipated Funding Requirements**

Project Phase	FY	Funding Source	Estimated Cost	Percent	Remarks
<b>Prelim. Engineering &amp; Design</b>		Local		100%	(20%) min. local share
		STP			(80%) max. fed. share
<b>Right-of-Way</b>		Local			(20%) min. local share
		STP			(80%) max. fed. share
<b>Construction</b> (including construction inspection)		Local	\$155,894	20%	(20%) min. local share
		STP	\$623,576	80%	(80%) max. fed. share
		Other*			
		Other*			
		Other*			
		Construction Total			
		<b>Project Total</b>	<b>\$779,470.58</b>		

\* identify other funding sources in Remarks column

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CLERK OF THE VILLAGE OF LORDSTOWN TO PAY THE SUM OF \$38,015.30 TO THE LORDSTOWN BOARD OF EDUCATION PURSUANT TO THE INCOME TAX SHARING AGREEMENT THE VILLAGE OF LORDSTOWN HAS ENACTED WITH THE LORDSTOWN BOARD OF EDUCATION TO SHARE INCOME TAXES GENERATED FROM EMPLOYEES OF ANDERSON-DUBOSE, INC. AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

**Section I:** That the Council of the Village of Lordstown, pursuant to Ordinance No. 33-2011, authorized the Village to enter into an Income Tax Sharing Agreement with Anderson-Dubose, Inc. to share income taxes collected from employees of said company, which provides in part that in lieu of a ten year seventy-five percent real estate tax abatement the Village of Lordstown will share equally the income tax revenues generated from Anderson-Dubose, Inc. with the Lordstown Board of Education; provided, that such revenues exceed One Million Dollars in any tax year.

**Section II:** That the Treasurer of the Village of Lordstown has advised Village Council that the amount due the Lordstown Board of Education for the tax year ending December 31, 2014 from income tax revenues generated from Anderson-Dubose, Inc. is in the amount of Thirty-Eight Thousand Fifteen and 30/100 Dollars (\$38,015.30).

**Section III:** That the Council of the Village of Lordstown hereby authorizes the Clerk to make payment to the Lordstown Board of Education in the sum of Thirty-Eight Thousand Fifteen and 30/100 Dollars (\$38,015.30), representing the amount due the Board of Education from income tax revenues collected from Anderson-Dubose, Inc.

**Section IV:** That said payment shall be made from the 803.132.54002 Account within the Income Tax Fund.

**Section V:** That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that payment must be made in a timely manner.

**Section VI:** That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_, Mayor

\_\_\_\_\_, Clerk



**LOCAL INCOME TAX WITHHELD FROM**

**ANDERSON-DUBOSE**

**These figures were collected as a result from the  
School district's request for shared income tax  
From companies that received a property tax  
Abatement.**

**Income Tax Collected from ANDERSON-DUBOSE  
From Employees for 2014:**

**\$ 76,030.59 was collected for employees  
Divided by 50% is \$38,015.30**

**THE AMOUNT OF \$38,015.30 WILL BE  
SENT TO THE LORDSTOWN SCHOOL DISTRICT**

--- Withholding Account ---

Account 01933-W	Fye 12-31-2015	Pays 12	Status YN
Fed# 34-1690243	-HOME-	Alt#	-LOCAL
Name <del>ANDERSON-DUBOSE COMPANY</del>		Name	
Addr 5300 TOD AVE		Addr	
Addr		Addr	
City LORDSTOWN		City	
St OH Zip 44481	C	St	Zip C
Tele 330-824-2350Ext		Tele 440-248-8800Ext	
Start date 04-01-2012		Activity date 05-01-2015	

Bus Type LINDSEY GRAY (HR)	Bus Type RAY BONNER ACCT MANAGER
Contact share w/school 50/50 if	Contact FAX 330-824-2256
Reference over 1 million payroll	Referenc 440-542-3470 542-3406

Inactive Reason Bankrupt Delinq TEST SECOND Schedules

-----ALTERNATE ACCOUNTS-----

Account Name	Status FYE
01933-B ANDERSON-DUBOSE COMPANY	YN 12-31

-----PAYROLL - TAXES-----									
RA Yr	--Reconcile--	--Credits--	--Refunds--	Misc cr	Je	P/I Charges	Payments	P/I Payment	
15	22,207.70	0.00	0.00	0.00	0.00	0.00	22,207.70	0.00	
R 14	76,030.59	0.00	12,325.31	0.00	12,325.31	0.00	88,355.90	0.00	
R 13	87,769.88	0.00	12,229.16	0.00	12,229.16	0.00	87,769.88	0.00	
R 12	62,630.72	0.00	8,632.04	0.00	0.00	0.00	71,262.76	0.00	
									Balance ----
									Finale Balance ----

TRANSACTIONS

---Date---	Type	---Amount---	Apply	Reference
MAY-01-2015	3	<del>76,030.59</del>	<del>14</del>	<del>2014 RECONCILIATION</del>
MAY-01-2015	11	517.83	14	2014 REFUND
MAY-01-2015	11	276.27	14	2014 REFUND
MAY-01-2015	11	285.60	14	2014 REFUND
MAY-01-2015	11	698.19	14	2014 REFUND
MAY-01-2015	11	296.93	14	2014 REFUND
MAY-01-2015	11	919.23	14	2014 REFUND
MAY-01-2015	11	613.21	14	2014 REFUND
MAY-01-2015	11	603.03	14	2014 REFUND
MAY-01-2015	11	594.99	14	2014 REFUND
MAY-01-2015	11	625.98	14	2014 REFUND
MAY-01-2015	11	738.38	14	2014 REFUND
MAY-01-2015	11	617.34	14	2014 REFUND
MAY-01-2015	11	457.67	14	2014 REFUND
MAY-01-2015	11	443.84	14	2014 REFUND

**PUBLIC SAFETY AND WELFARE COMMITTEE**

**Reider  
Bond  
Jones**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 2-2011 AUTHORIZING THE VILLAGE OF LORDSTOWN TO RENEW THE MAHONING/TRUMBULL COUNTY LOCAL GOVERNMENT MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT TO PROVIDE RECIPROCAL EMERGENCY POLICE PROTECTION PURSUANT TO OHIO REVISED CODE SECTION 505.431, SECTION 737.041, AND SECTION 3345.041 BETWEEN AND AMONG POLITICAL SUBDIVISIONS SITUATED WITHIN MAHONING AND TRUMBULL COUNTIES, OHIO, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village of Lordstown, as an Ohio municipal corporation, is authorized, pursuant to Ohio Revised Code Section 505.431, Section 737.041, and Section 3345.041 to enter into agreements for the purpose of providing emergency police protection to other political subdivisions situated within Mahoning and Trumbull Counties, Ohio; and

WHEREAS, the Village of Lordstown, pursuant to Ordinance Nos. 20-2006 and 2-2011, together with other political subdivisions situated within Mahoning and Trumbull Counties, Ohio, established a reciprocal mutual aid relationship in order to provide police protection in emergency situations where the actual or potential threat exceeds the capabilities of a local police agency; and

WHEREAS, the Chief of Police of the Village of Lordstown recommends that the Village of Lordstown renew the Mahoning/Trumbull County Local Government Mutual Aid Agreement for Law Enforcement with other political subdivisions situated within Mahoning and Trumbull Counties, Ohio, **for a period not to exceed four (4) years.**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

**Section I:** That the Public Safety and Welfare Committee of Village Council and the Chief of Police of the Village of Lordstown have recommended that the Village of Lordstown renew the Mahoning/Trumbull County Local Government Mutual Aid Agreement for Law Enforcement (a

copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Resolution) with other political subdivisions situated within Mahoning and Trumbull Counties, Ohio, **for a period not to exceed four (4) years.**

**Section II:** That the Council of the Village of Lordstown concurs with the recommendation of the Chief of Police and the Public Safety and Welfare Committee and hereby authorizes and directs the Mayor and Clerk to execute the renewal Mahoning/Trumbull County Local Government Mutual Aid Agreement for Law Enforcement (Exhibit "A") with other political subdivisions situated in Mahoning and Trumbull Counties, Ohio, in order to provide emergency reciprocal police protection pursuant to Ohio Revised Code Sections 505.431, 737.041 and 3345.041 **for a period not to exceed four (4) years** from the effective date of this Resolution.

**Section III:** That the Chief of Police of the Village of Lordstown is hereby designated as the authorized representative for the Village of Lordstown in connection with the enforcement of the Mutual Aid Agreement.

**Section IV:** That this Resolution is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that the Mutual Aid Agreement must be implemented in a timely manner.

**Section V:** That the passage of this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_, Mayor

\_\_\_\_\_, Clerk

**MAHONING/TRUMBULL COUNTY LOCAL GOVERNMENT  
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT**

THE UNDERSIGNED local governments and law enforcement agencies (hereinafter the Agency or Agencies) in Mahoning and Trumbull Counties, Ohio, have entered this mutual aid agreement pursuant to Sections 505.431, 737.041, and 3345.041 of the Revised Code and pursuant to any other applicable local government authority including home-rule. This agreement has been executed for the purpose of providing reciprocal police services across jurisdictional lines to enhance the capabilities of law enforcement to protect citizens and property throughout Mahoning and Trumbull Counties. Each undersigned local government Agency acknowledges the adoption of and shall provide a certified copy of a resolution by the appropriate legislative authority authorizing the terms of this agreement, authorizing the provision of police services to any other Agency pursuant to the terms of Section 505.431, 737.041 and 3345.041 of the Ohio Revised Code and authorizing those police department members acting outside of their jurisdiction to exercise full police authority within the jurisdiction of any other Agency who is participating in this Agreement.

The undersigned Agencies shall provide and exchange the full array of police services to and from any of the other Agencies without limitation but generally in accord with the following guidelines.

I. COOPERATIVE ENFORCEMENT WITHOUT REQUEST

The Agencies recognize related criminal activities routinely occur across jurisdictional lines and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Mahoning and Trumbull County. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the

officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested person, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger himself or others or threaten the preservation of any evidence.

## II. INVESTIGATION OUTSIDE ORIGINAL JURISDICTION

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation will be reported to the appropriate cooperating Agency. Subsequent arrests, search warrant service or similar police actions will be coordinated with the affected Agency.

## III. INDEPENDENT POLICE ACTION

The police department of any cooperating Agency may provide police protection service to any other cooperating Agency. Each cooperating Agency that is a party to this contract shall provide a certified copy of a resolution adopted by the appropriate legislative authority that authorized both the provision and receipt of such services by each cooperating Agency. Such certified copies shall be kept on file with the original of this contract in a location to be agreed upon by the Agencies.

## IV. OPERATION ASSISTANCE UPON REQUEST

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency, generally according to the following guidelines:

### A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of said criminal activity, that Agency may request police assistance services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Persons

When one Agency is conducting a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to said fugitive, that Agency may request police assistance services from any other Agency.

C. Traffic Control Assistance

Where an incident occurs on or near a roadway creating the imminent danger of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

V. GENERAL POLICE SERVICE

A. Any incident may form the basis for the request of police protection services from one or more cooperating Agencies to another when police assistance is reasonably necessary to protect the safety of persons and property.

B. Police services assistance including routine patrol services may be requested and supplied by cooperating Agencies for special events or other circumstances over extended periods.

VI. GENERAL TERMS AND PROCEDURES

A. A request for police services assistance will be made by the commander of the law enforcement Agency, or his designee. The designee must be of a supervisory rank, or the senior shift officer, when no supervisor is present.

B. A cooperating Agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, will have the sole authority to determine the amount of personnel and

equipment, if any, available for assistance. There shall be no liability, responsibility or cause of action between or among the parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.

C. Whenever the law enforcement employees of one cooperating Agency are providing police services in or to another cooperating agency pursuant to the authority contained in this agreement, other legislative authority or state law, such employees will have the same power, duties, rights and immunities as if taking action within the territory of their employing Agency, subject to the terms of this agreement.

D. Whenever the law enforcement employees of one cooperating Agency are providing police services upon request to another cooperating Agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies and rules and regulations of their employing Agency at all times.

E. Police services assistance can be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services assistance can also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected DUI, a serious traffic violation or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the officer.

F. An on-duty officer initiating police services assistance will notify a law enforcement officer from the affected cooperating Agency as soon as possible. The assisted cooperating Agency will relieve the officer as soon as possible when appropriate.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits will be the responsibility of the employing Agency, unless the requesting Agency is reimbursed for such costs from any other source. Each Agency shall be responsible for the negligence of its employees to the extent specified by law. The local law enforcement Agencies which are parties to this Agreement will not indemnify and hold harmless any Agency participating in this Agreement for any damages awarded by the Court of Claims in any civil action arising



from any action or omission of any officer of any Agency participating in this Agreement pursuant to this Agreement.

H. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency.

I. The terms of this agreement shall be in effect for four (4) years from and after the date of execution for each cooperating Agency. Any Agency may revoke its future obligations hereunder only upon sixty (60) days written notice to each of the other cooperating Agencies by registered mail.

J. Personnel of the Agency acting under this agreement outside of the Agency's jurisdiction may participate in any pension or indemnity fund established by their Agency to the same extent as if they were acting within their jurisdiction, and are entitled to all rights and benefits under ORC4123.01 to O RC4123.94 the same as if they were performing police services within their jurisdiction.

VII. LIST OF COOPERATING AGENCIES

AGENCY: \_\_\_\_\_

AUTHORIZED OFFICIAL: \_\_\_\_\_

signature/date

PRINT NAME AND TITLE: \_\_\_\_\_

\_\_\_\_\_

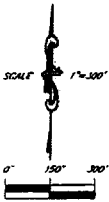
Approved By Lordstown

Planning & Zoning Office

Date

X APPROVED JAN 18 2014

# MAP OF SURVEY LANDS OF THE UNITED STATES OF AMERICA SECTION 25, VILLAGE OF LORDSTOWN, TRUMBULL CO., OHIO

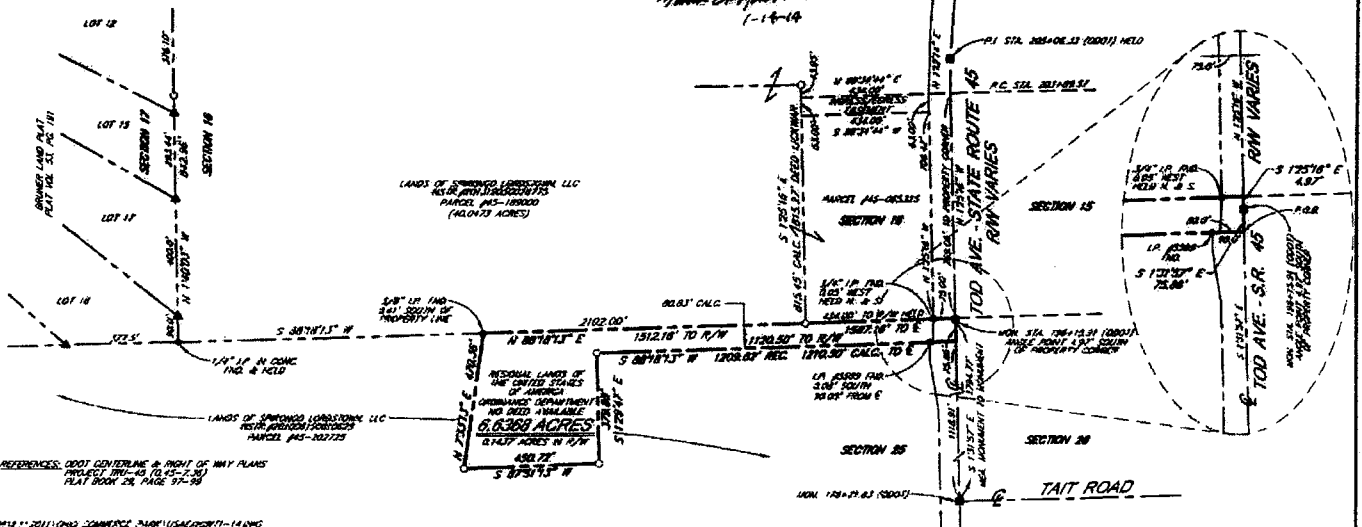


- SYMBOL LEGEND**
- - IRON PIN FOUND (AS NOTED)
  - ▲ - IRON PIN CAPPED IRON PIN FOUND
  - - 1" IRON PIN IN MONUMENT DOT FOUND
  - - ALL (2047) PREVIOUSLY SET
  - - 30" LONG 5/8" IRON PIN WELD CAP SET
- CALC - CALCULATED INFORMATION  
 MEA - MEASURED INFORMATION  
 REC - RECORD INFORMATION



PREPARED BY:  
**ADVANCED LAND MEASUREMENT, INC.**  
 PROFESSIONAL SURVEYORS  
 7007 WINDBUSH-SPARROW ROAD  
 BRICKNORTHFIELD, OHIO 44603  
 PHONE: (330)449-6200 FAX: (330)449-6201

BASES OF BEARINGS FOR THE SURVEY SHOWN HEREIN BEING THE STATE PLANE COORDINATE SYSTEM NAD 83 - GRS NORTH ZONE.

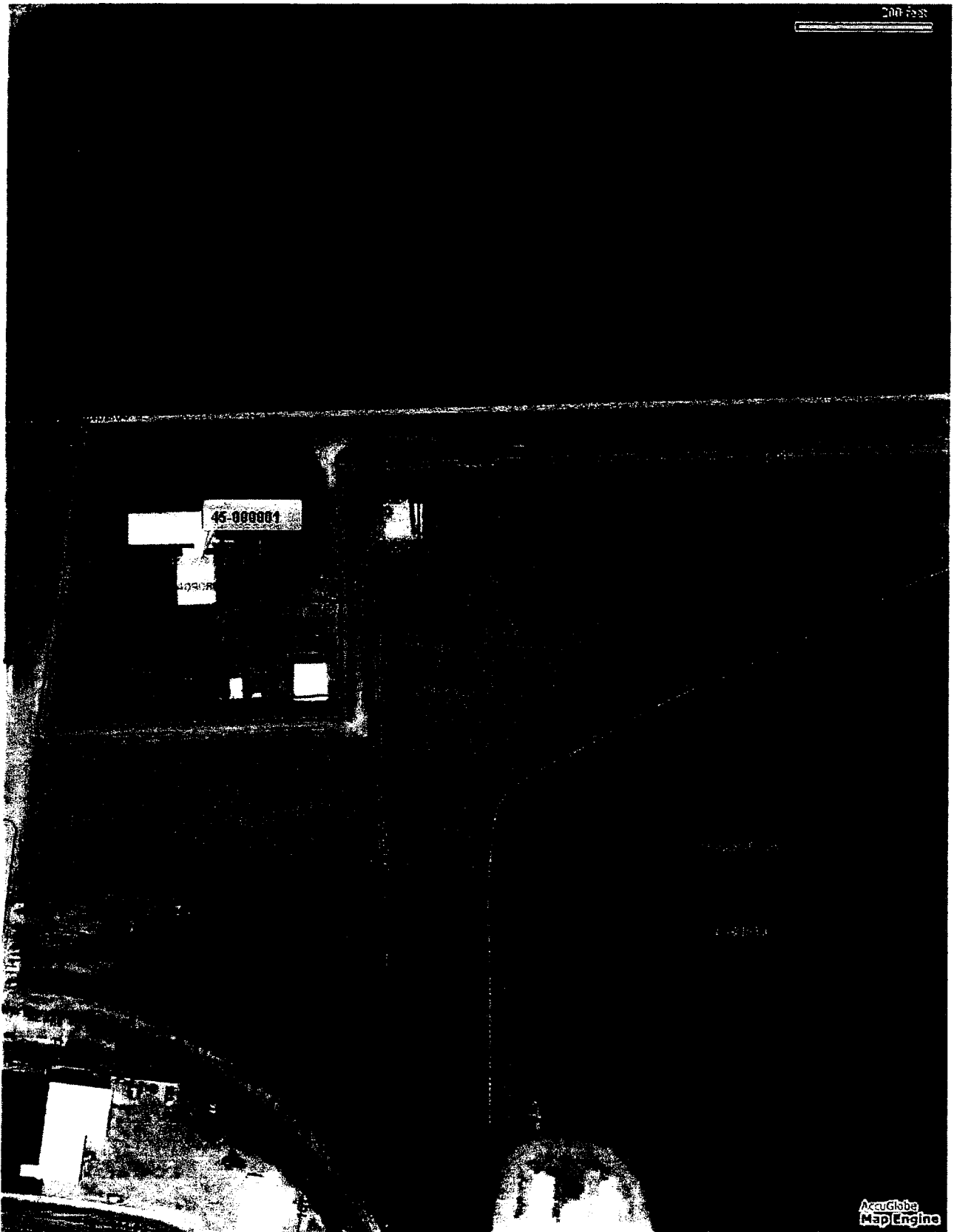


REFERENCES: DOT CENTERLINE & RIGHT OF WAY PLANS  
 PROJECT: TRU-45 (10.25-2.30)  
 PLAT BOOK 28, PAGE 37-38

© 2014 11-2011 OHIO COMMERCE PARTNERSHIP-14.000

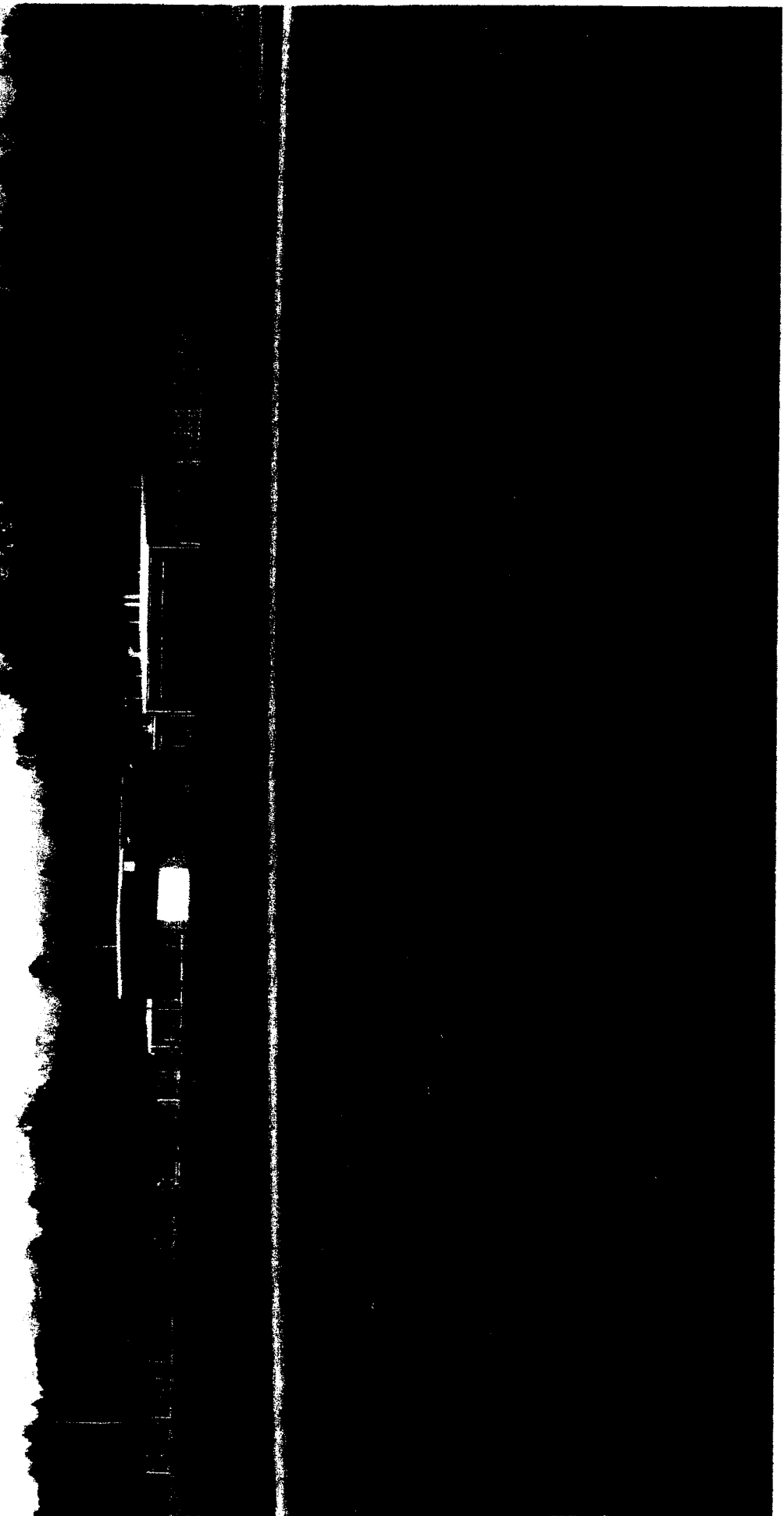
Exhibit "A"

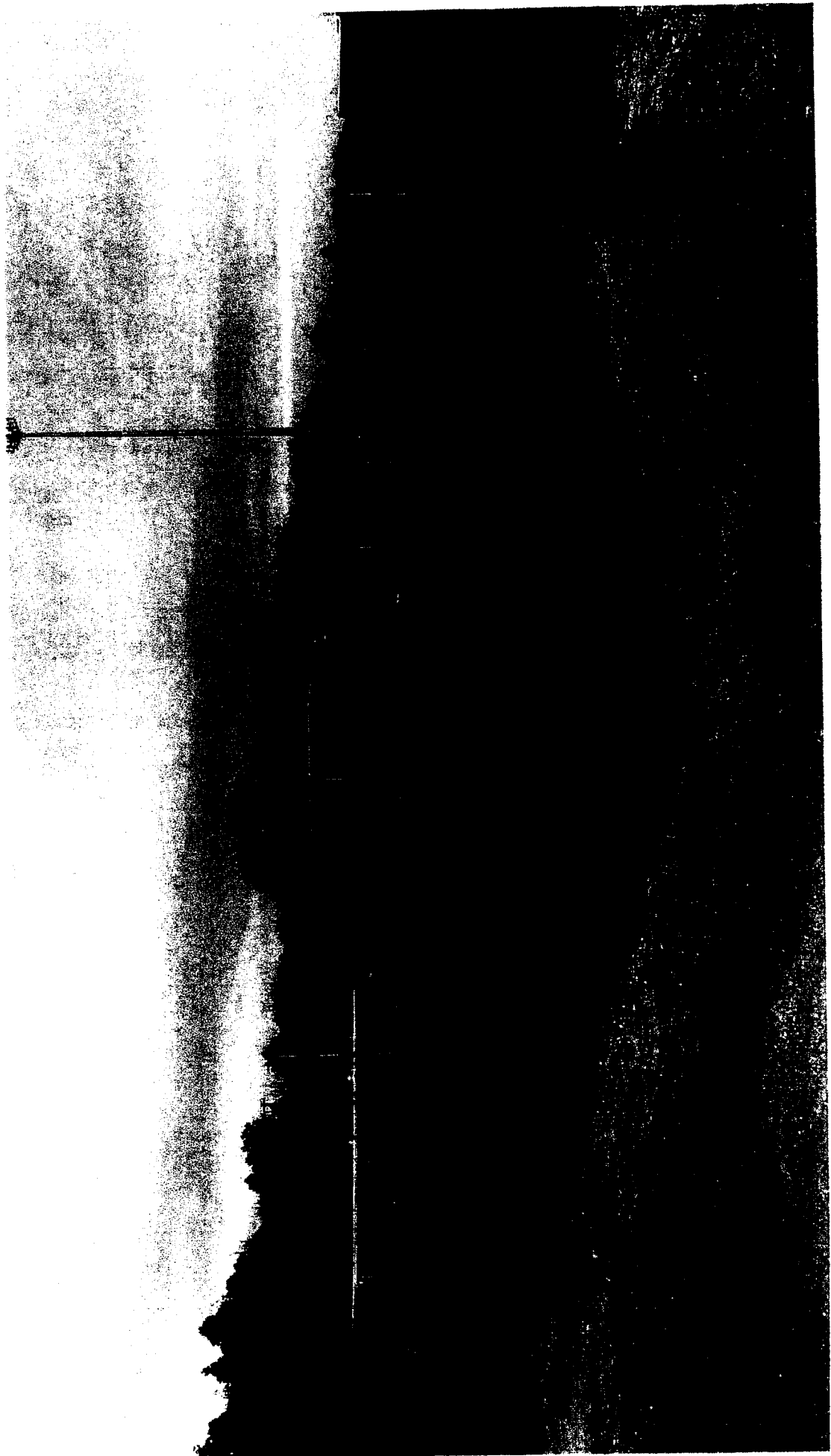
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**ENGINEER'S ESTIMATE**  
Roads to program for Federal money  
Village of Lordstown

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
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*Part (1) Salt Springs Rd. (from Ellsworth to SR 45) 7,772'x23'-36'*

202	Wearing Course Removed	SY	20	\$20.00	\$ 400.00
254	2" Pavement Planing, Asphalt Concrete	SY	21420	\$2.00	\$ 42,840.00
203	Excavation	CY	25	\$50.00	\$ 1,250.00
304	Aggregate Base	CY	8	\$70.00	\$ 560.00
253	Pavement Repair	SY	50	\$75.00	\$ 3,750.00
251	Partial Depth Pavement Repair	SY	600	\$25.00	\$ 15,000.00
422	Single Chip Seal	SY	21420	\$2.00	\$ 42,840.00
441	1.5" Asphalt Concrete Intermediate Course, Type 2, (448)	CY	892	\$140.00	\$ 124,880.00
424	1" Fine Graded Polymer Asphalt Asphalt Concrete, Type B	CY	625	\$155.00	\$ 96,875.00
441	Asphalt Concrete Surface Course, Type 1, (448) (Driveways)	CY	5	\$300.00	\$ 1,500.00
407	Tack Coat, Trackless Tack, Intermediate Course	Gal.	3060	\$4.00	\$ 12,240.00
407	Tack Coat, Trackless Tack, Surface Course	Gal.	816	\$4.00	\$ 3,264.00
617	Compacted Aggregate	CY	183	\$70.00	\$ 12,810.00
209	Preparing Subgrade for Shoulder Paving	Station	148	\$50.00	\$ 7,400.00
209	Linear Grading, As Per Plan	Station	50	\$90.00	\$ 4,500.00
632	Detector Loop	Each	2	\$1,000.00	\$ 2,000.00
644	Center Line	Mile	1.47	\$5,000.00	\$ 7,350.00
644	Edge Line	Mile	2.95	\$3,000.00	\$ 8,850.00
644	School Symbol Marking	Each	2	\$300.00	\$ 600.00
644	R/R Symbol Marking	Each	2	\$300.00	\$ 600.00
644	Lane Arrow	Each	4	\$200.00	\$ 800.00
644	Stop Line	Feet	29	\$6.00	\$ 174.00
644	Channelizing Line	Feet	135	\$3.00	\$ 405.00
644	Transverse Diagonal Line	Feet	105	\$5.00	\$ 525.00
614	Work Zone Center Line	Mile	4.41	\$750.00	\$ 3,307.50
614	Maintaining Traffic	Lump		\$15,000.00	\$ 15,000.00
623	Construction Layout Stakes and Surveying	Lump		\$1,000.00	\$ 1,000.00
624	Mobilization	Lump		\$5,000.00	\$ 5,000.00

SUBTOTAL \$ 415,720.50  
plus 10% Contingency \$ 41,572.05  
plus 5% Construction Engineering \$ 20,786.03

*Part (2) South Leavitt Rd. (from Palmyra Rd to Hewitt Gifford Rd) 5,150'x22'*

202	Wearing Course Removed	SY	11	\$20.00	\$ 220.00
254	2" Pavement Planing, Asphalt Concrete	SY	13277	\$2.00	\$ 26,554.00
251	Partial Depth Pavement Repair	SY	500	\$25.00	\$ 12,500.00
422	Single Chip Seal	SY	13277	\$2.00	\$ 26,554.00
441	1.5" Asphalt Concrete Intermediate Course, Type 2, (448)	CY	553	\$140.00	\$ 77,420.00
424	1" Fine Graded Polymer Asphalt Asphalt Concrete, Type B	CY	389	\$155.00	\$ 60,295.00
441	Asphalt Concrete Surface Course, Type 1, (448) (Driveways)	CY	5	\$300.00	\$ 1,500.00
407	Tack Coat, Trackless Tack, Intermediate Course	Gal.	1897	\$4.00	\$ 7,588.00
407	Tack Coat, Trackless Tack, Surface Course	Gal.	506	\$4.00	\$ 2,024.00
617	Compacted Aggregate	CY	127	\$70.00	\$ 8,890.00
209	Preparing Subgrade for Shoulder Paving	Station	103	\$50.00	\$ 5,150.00
209	Linear Grading, As Per Plan	Station	30	\$90.00	\$ 2,700.00
644	Center Line	Mile	0.98	\$5,000.00	\$ 4,900.00
644	Edge Line	Mile	1.96	\$3,000.00	\$ 5,880.00
611	Manhole Adjusted to Grade	Each	3	\$550.00	\$ 1,650.00
611	Water Valve Adjusted to Grade	Each	1	\$50.00	\$ 50.00
614	Work Zone Center Line	Mile	2.94	\$750.00	\$ 2,205.00
614	Maintaining Traffic	Lump		\$10,000.00	\$ 10,000.00
623	Construction Layout Stakes and Surveying	Lump		\$1,000.00	\$ 1,000.00
624	Mobilization	Lump		\$5,000.00	\$ 5,000.00

SUBTOTAL \$ 262,080.00  
plus 10% Contingency \$ 26,208.00  
plus 5% Construction Engineering \$ 13,104.00

TOTAL = \$779,470.58



COUNCIL AS A WHOLE

Mansell  
Radtka  
Bond  
Reider  
Jones  
Sheely

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING HCC PUBLIC RISK CLAIM SERVICE, INC. TO SETTLE PENDING LITIGATION INVOLVING JAMES LUONUANSUU VS. VILLAGE OF LORDSTOWN AND DECLARING AN EMERGENCY.**

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, OHIO:

**Section I:** That James Luonuansuu, a former employee of the Village of Lordstown, has filed an action with the United States District Court, Northern District of Ohio alleging that the Village engaged in various tortious and discriminatory conduct when it terminated him as an employee with the Village.

**Section II:** That the case entitled *James Luonuansuu v. Village of Lordstown*, United States District Court, Northern District of Ohio, Eastern Division, Case No. 4:13 CV 2050, is scheduled for mediation before Magistrate Judge Kathleen Burke of the United States District Court, Cleveland, Ohio, on May 28, 2015. (See **confidential** memorandum from Neil Schor to Paul Dutton dated May 6, 2015, a copy of which is incorporated by *reference only* and made a part of this Resolution.)

**Section III:** That Magistrate Judge Burke has demanded that the Village of Lordstown provide its insurance carrier, HCC Public Risk Claim Service, Inc., and assigned legal counsel, Neil D. Schor, Esq. and Martin J. Boetcher, Esq., of Harrington, Hoppe & Mitchell, Ltd. with authority to settle this case should the opportunity occur on May 28, 2015.

**Section IV:** That HCC Public Risk Claim Service, Inc. and the Solicitor of the Village of Lordstown have advised the Village that there will be no recourse or contribution liability for the Village of Lordstown should HCC succeed in negotiating a settlement; that except for the standard deductible and its private attorney fees, the Village will not be required to contribute toward

settlement of this case.

**Section V:** That the Solicitor of the Village of Lordstown has furthermore recommended that Village Council authorize HCC Public Risk Claim Service, Inc. to settle the case involving *James Luonuansuu v. Village of Lordstown*, United States District Court, Northern District of Ohio, Case No. 4:13 CV 2050 on terms which it deems appropriate to protect the interest of the insurer and the Village of Lordstown.

**Section VI:** That the Council of the Village of Lordstown concurs with the recommendation of the Solicitor and hereby authorizes HCC Public Risk Claim Service, Inc. to settle the pending case entitled *James Luonuansuu v. Village of Lordstown*, United States District Court, Northern District of Ohio, Case No. 4:13 CV 2050 upon terms which it deems appropriate; provided, however, that such settlement does not obligate the Village to contribute anything toward the settlement (except as hereinbefore noted in Section IV above) and furthermore that such settlement will not require the Village to reemploy James Luonuansuu in any capacity.

**Section VII:** That this Resolution is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that this legislation must be enacted prior to May 28, 2015.

**Section VIII:** That the passage of this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_, Mayor

\_\_\_\_\_, Clerk

List of Bills Submitted to Council for Approval Only

Date: 5/06/15

	VENDOR	DESCRIPTION	DEPT	FUND	TOTAL	CHECK #
46	WARD'S AUTO PARTS, INC.	U-JOINT / HEADLIGHT / AXLE / GEAR ADDITIVE / SEALER / BATTERIES	RDS / POL / PKS	M&R / GEN	\$ 916.52	47022
		DRUM ROTOR / DISC PAD				
47	WARREN CONCRETE & SUPPLY	CEMENT BLOCKS	DRAINAGE	M&R	\$ 445.44	47023
48	WARREN FIRE EQUIPMENT, INC.	(2) PAIRS OF FIRE BOOTS	FIRE	GEN	\$ 280.00	47024
49	WARREN GLASS & PAINT	PLEXIGLASS	RDS	M&R	\$ 26.00	47025
50	WARREN TWP EMS	EMS BACKUP	FIRE	GEN	\$ 950.00	47026
51	YOUNGSTOWN STATE UNIVERSITY	EMT CLASS FOR SAMANTHA HEAVERLY & CHRISTOPHER MARONEN	FIRE	GEN	\$ 1,790.00	47028
				TOTAL	\$ 39,973.39	

List of Bills Submitted to Council for Approval Only

Date: 5/18/15

VENDOR	DESCRIPTION	DEPT	FUND	TOTAL
1 1ST FORMS & SYSTEM	1,000 TAX REFUND FORMS	TAX	TAX	\$ 145.39
2 A-1 DRAIN SERVICE INC.	RUN SEWER JET THROUGH STORM SEWERS ON BAILEY, HIGHLAND, AND HALLOCK-YOUNG ROADS	RDS	M&R	\$ 1,760.00
3 AINSLEY OIL COMPANY	UNLEADED GASOLINE / DIESEL	ALL	GEN / M&R	\$ 2,686.75
4 CAILOR FLEMING & ASSOCIATES	PREPARE BID SPECIFICATIONS FOR THE VILLAGE ORD. NO. 4-2015	COUNCIL	GEN	\$ 2,000.00
5 CARTER LUMBER	COUPLINTS / OUTLETBOX / TOILET SEAT	BLDGS	GEN	\$ 70.22
6 CENTURYLINK	ANNUAL BILLING FOR MAINTENANCE ON ROUTER	POL	GEN	\$ 47.76
7 CINTAS CORPORATION	RAGS	BLDGS / POL	GEN	\$ 61.69
8 EXECUTIVE WEB MANAGEMENT, LLC	1 YEAR WEB HOSTING 5/25/15 YP 5/26/16	POL	GEN	\$ 300.00
9 FRITZ, JOSEPH A	PROSECUTOR'S FEES FOR 5/2015	CLERK	GEN	\$ 1,250.00
10 TAXPAYER	TAX REFUND	TAX	TAX	\$ 23.51
11 GIRL SCOUTS TROOP #80129	RETURN BUILDING RENTAL DEPOSIT 5/9/15	DT	DT	\$ 50.00
12 GREAT AMERICA FINANCIAL SERVICES	COPIER LEASE 5/2015	P&Z	GEN	\$ 97.62
13 HARRINGTON, HOPPE & MITCHELL, LTD.	MONTHLY FEE THROUGH 4/30/2015			
	VILLAGE OF LORDSTOWN VS TRUMBULL COUNTY SANITARY ENGINEER	SOLICITOR	GEN	\$ 19,113.05
	VILLAGE OF LORDSTOWN ADVS GLORIA H. BAKER LIVING TRUST, ET AL.			
	TRUMBULL COUNTY COMMON PLEAS CASE #2011 CV206			
	VILLAGE OF LORDSTOWN V. JAMES G. LUONUANSUU			
	OHIO DEPARTMENT OF JOB & FAMILY SERVICES CASE #0804606008			
	OMEGA REAL ESTATE, LLC V. VILLAGE OF LORDSTOWN TRUMBULL COUNTY			
14 INDUSTRIAL APPRAISAL COMPANY	UPDATED REPORT OF INSURABLE VALUES	COUNCIL	GEN	\$ 790.00
15 KEITH PETERSON	REIMBURSEMENT FOR CDL PERMIT	RDS	M&R	\$ 27.00
16 LAKE BUSINESS PRODUCTS	COPIES	CLK / POL / UTL	GEN	\$ 170.29
17 SAUVITTSBURG HARDWARE	BLUE POLY TARP / COUPLER	PKS	GEN	\$ 33.96
18 MAIN LITE ELECTRIC INC.	REPAIR SIGNAL #5	TRAFFIC	M&R	\$ 289.00
19 MEDICAL MUTUAL OF OHIO	EMPLOYEE HEALTH INSURANCE PREMIUM FOR 6/2015	ALL	GEN / TAX / M&R	\$ 23,167.97
20 MUNICIPAL SIGNS & SALES	SIGNS: NO U TURN / LEFT DETOUR / RIGHT DETOUR / SAFETY VESTS	TRAFFIC / RDS	M&R	\$ 664.00
21 PENN CARE, INC.	EMS CHARTS FOR 5/2015	FIRE	GEN	\$ 169.00
22 QUILL CORPORATION	PAPER / RECEIPTS BOOKS / INK / TABLETS	TAX / CLK / GRNDS	GEN	\$ 305.45
23 R W SIDLEY INC	5 YARDS CONCRETE FOR CEMETERY FOUNDATIONS	CEM	CEM	\$ 616.00
24 RENTAL CORRAL	RENTAL OF CONCRETE BUGGY	CEM	CEM	\$ 60.00
25 STALEY COMMUNICATION, INC.	RADIO MAINTENANCE FOR 5/2015	FIRE / POL	GEN	\$ 697.24
26 STATE OF OHIO UST FUND	(5) UNDERGROUND STORAGE TANKS FEES	COUNCIL	GEN	\$ 3,000.00
27 TIME WARNER CABLE	MONTHLY CABLE SERVICE FOR 5/2015	ALL	GEN	\$ 404.90
28 TREASURER OF STATE (FUND 83F)	L.E.A.D.S. ACCESS	POL	GEN	\$ 747.00
29 TREASURER OF STATE OF OHIO	FINANCIAL AUDIT 2012 & 2013	CLERK	GEN	\$ 205.00
30 TRI COUNTY ASPHALT MATERIALS	COLD MIX	RDS	M&R	\$ 497.28
31 TRUMBULL CO. LEGAL NEWS, INC.	ONE-YEAR SUBSCRIPTION	P&Z	GEN	\$ 60.00
32 ULTIMATE PRINTING INC.	APRIL 2015 NEWSLETTER	MAYOR	GEN	\$ 1,359.00
33 WARD'S AUTO PARTS, INC.	WORKLAMP / WINDSHIELD WASHER FLUID / LUG NUTS / OIL FILTERS / LAMPS	FIRE / RDS / POL	GEN / M&R	\$ 1,128.09
	CABIN AIR / COUPLINGS / HYDRAULIC HOSE / DRUM ROTOR / DISC PAD			
	AIR DOMESTIC / CV AXLE / HUB			
34 WARREN AUTO SEAT COVER	REPAIRS TO SEAT IN SQUAD #36	FIRE	GEN	\$ 100.00
35 WARREN SPRINGS	REPLACE SPRING TRUCK #F-1	RDS	M&R	\$ 1,230.26
36 WILLIAM BLANK, CLERK	REPLENISH CLERK'S PETTY CASH	CLERK	GEN	\$ 130.10
37 YOUNGSTOWN OH OP SERVICES LLC	PHYSICAL EXAM / DRUG SCREENING	CLERK	GEN	\$ 570.50
			TOTAL	\$ 64,028.03

**BPA LIST OF BILLS**  
**May 6, 2015**

City of Niles, OH	46976	\$32,177.95
City of Warren, OH	46977	\$60,263.92
Warren Water Pollution Control	47027	\$3,599.98
J.S. Bova Excavating	46986	\$1,000.00
Gilco	46983	\$670.00
Deborah Lavelle	46979	\$1,049.00
Metron-Farnier, LLC	46999	\$1,115.00
Pipelines	47008	\$1,187.40
Bruce Platt	46972	\$75.00
Staples Credit Plan	47014	\$99.99
Thoma Technologies, Inc	47015	\$456.00
Tractor Supply Credit Plan	47016	\$27.96
Ward's Auto Parts	47022	\$54.68
Patricia Khlem	47006	\$100.00
<b>Total:</b>		<b>\$101,876.88</b>

Submitted by: Cinthia Slusarczyk



FINANCE COMMITTEE  
Radtka  
Reider  
Mansell

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO A LICENSE AGREEMENT WITH FOSTER WHEELER USA CORPORATION TO USE VACANT LAND SITUATED WITHIN THE KUNKEL PROPERTY AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

**Section I:** That the Council of the Village of Lordstown hereby authorizes the Mayor and Clerk to execute a License Agreement with Foster Wheeler USA Corporation to use vacant land situated at 4976 Tod Avenue, S.W., Lordstown, Ohio 44481, which is part of the SSG John H. Kunkel U.S. Army Reserve Center (the "Kunkel Property") in connection with construction of the Matalco (U.S.), Inc. Project upon terms and conditions contained in the attached "License Agreement", **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Ordinance.

**Section II:** That the Village Street Commissioner has advised the Mayor and Council that the vacant land subject to the License Agreement will not be used by the Village within the foreseeable future and therefore can be made available for use by Foster Wheeler USA Corporation.

**Section III:** That this Ordinance shall be effective retroactively to May 1, 2015.

**Section IV:** That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that this Ordinance must be enacted retroactively to May 1, 2015.

**Section V:** That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Revised Code §121.22.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_, Mayor

\_\_\_\_\_, Clerk

## LICENSE AGREEMENT

This License Agreement ("License") is made this 1<sup>st</sup> day of May, 2015, by and between the **Village of Lordstown**, an Ohio municipal corporation, 1455 Salt Springs Road, S.W., Lordstown, Ohio 44481 (the "Licensor") and **Foster Wheeler USA Corporation**, 2000 Regency Parkway, Suite 300, Cary, NC 27518 (the "Licensee").

### WITNESSETH:

WHEREAS, Licensee serves as Construction Manager for the Matalco (U.S.), Inc. Project which is being constructed within the Ohio Commerce Center situated within the Village of Lordstown; and

WHEREAS, Licensor owns several acres of real estate contained within the Ohio Commerce Center, to-wit: Trumbull County Permanent Parcel No. 45-000001 which includes Tract 17 Parcel A as more specifically illustrated on the attached **Exhibit "A"** ("the Project") otherwise known as the Kunkel Property which is adjacent to the area where Foster Wheeler USA Corporation is constructing the Matalco (U.S.), Inc. Project; and

WHEREAS, Licensor has requested that Licensor grant it a license to use Tract 17 Parcel A of Permanent Parcel No. 45-00001 for the purpose of storing construction material in connection with construction of the Matalco (U.S.), Inc. Project; and

WHEREAS, Licensor has agreed to permit Licensee to enter upon the Property for the purpose of storing material in connection with construction of the Matalco (U.S.), Inc. Project in accordance with this License Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits herein contained, the adequacy and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. License. Licensor hereby agrees to permit Licensee to enter upon the Property (hereinafter illustrated in the attached **Exhibit "A"**) to store material in connection with construction of the Matalco (U.S.), Inc. Project.

2. Consideration. Licensee shall pay Licensor the sum of One Thousand and 00/100 Dollars (\$1,000.00) per month commencing retroactively to May 1, 2015 with subsequent payments due the first day of each and every month during the term of this License Agreement.

3. Term and Termination. This License Agreement shall commence on May 1, 2015 and shall continue on a monthly basis until such time as Licensee vacates the Property and terminates this License Agreement; however not to extend beyond eighteen (18) months or November 1, 2016.

4. Reclamation. Upon termination of the License Agreement and vacating of the Property, Licensee shall at its cost and expense restore the Property to its condition prior to the granting of this License Agreement.

5. Insurance. Licensee shall procure and provide Licensor with a Certificate of Insurance naming the Village of Lordstown, as an insured party insuring against public liability, property and



environmental damage arising out of Licensee's activities conducted on the Property in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate which insurance shall be maintained throughout the term of this License Agreement.

6. Compliance with Law. Each party agrees to comply with all applicable laws, statutes, ordinances, and governmental rules and regulations applicable to the subject matter of this License.

7. Indemnity.

Licensee will hold Licensor harmless from all claims that may arise out of Licensee's activities conducted upon the Property pursuant to this License Agreement by its employees, agents, or contractors and shall indemnify and defend Licensor against any suit, claim, judgment or demand whatsoever arising out of the breach of this License by Licensee or the negligence or willful misconduct of Licensee in the exercise of any of its rights pursuant to this License, provided that Licensor is not a contributing cause to the events giving rise to such suit, claim, demand or judgment.

The obligations of the parties under this section shall survive the expiration or termination of this License.

8. Force Majeure. Neither Licensee nor Licensor shall be liable for failure to perform any of its obligations under this License during any period in which performance is prevented by any cause beyond such party's control, which causes are called "force majeure" below. For purposes of this License, "force majeure" includes, but is not limited to, acts of God, fire, flood, undue shortage of energy or power, strikes, requirements or regulations of government with which a party cannot reasonably comply, and other causes of a similar nature that are beyond the control of a party. The party whose performance is prevented will notify the other party of the date of commencement and cause of each period of force majeure and the time of removal of such cause.

9. Independent Contractors. This License shall not constitute or give rise to a partnership or joint venture between the parties. All activities by either party under the terms of this License shall be carried on as independent contracting parties and not as an agent for or employee of the other party, and each party shall be solely responsible for the acts of its agents and employees. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other party.

10. Notices. All notices, reports, and consents required or permitted to be given under this License shall be in writing and deemed given when hand delivered or by documented overnight delivery service, or sent by telecopy, telefax, or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day by first class mail, return receipt requested, to the party to whom the same is directed at its address as set forth below or to such other address as such party shall designate by notice under this Section:

If to Licensor: Village of Lordstown  
1455 Salt Springs Road, S.W.  
Lordstown, Ohio 44481  
Attention: Mayor Arno A. Hill

With a copy to: Paul M. Dutton, Esq.  
Harrington, Hoppe & Mitchell, Ltd.  
26 Market Street, Suite 1200  
P. O. Box 6077  
Youngstown, Ohio 44501-6077

If to Licensee:

Foster Wheeler USA Corporation  
2000 Regency Parkway, Suite 300  
Cary, NC 27518  
Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Severability. Whenever possible, each provision of this License shall be interpreted in such a manner as to be effective and valid under applicable law. The determination by any court of competent jurisdiction that one or more of the sections or provisions of this License are unenforceable shall not invalidate this License, and the decision of such court shall be given effect so as to limit to the extent possible the sections or provisions of this License which are deemed unenforceable. To the extent such determination has a material impact upon the economic expectations of the parties hereto, the parties agree to make appropriate modifications to this License to take such impact into account.

12. Headings; Construction. Section headings contained in this License are for convenient reference only, and shall not in any way affect the meaning or interpretation of this License. The language used in this License will be deemed the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

13. Counterparts. This License may be executed simultaneously in one or more counterparts, including by means of telefaxed signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Assignment. Neither Licensee nor Licensor shall assign their interest under this License without prior written consent of the other party, which consent which shall not be unreasonably withheld.

15. Binding Effect. This License shall be binding upon and inured to the benefit of the parties and their respective heirs, executors, administrators, and assigns.

16. Governing Law. This License shall be governed by and construed in accordance with the laws of the State of Ohio.

17. No Implied Waiver; Cumulative Remedies. No delay on the part of or failure of the parties in the exercise of any power, right or remedy under this License shall operate as a waiver thereof, nor shall any single or partial exercise of any power, right or remedy or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude other or further exercises thereof, or the exercise of any other power, right or remedy. The rights and remedies set forth in this License are cumulative and not exclusive of any rights or remedies (including, without limitation, the right of specific performance) which the parties would otherwise have.

18. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the parties.

19. Time is of the Essence. Time is of the essence of this License.

20. Entire Agreement. This License supersedes all prior agreements between the parties with regard to subject matter hereof and there are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties hereto have signed this License as of the date first above written.

LICENSOR:

VILLAGE OF LORDSTOWN

By: \_\_\_\_\_  
ARNO A. HILL, Mayor

And: \_\_\_\_\_  
WILLIAM L. BLANK, Clerk

LICENSEE:

FOSTER WHEELER USA CORPORATION

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

Its: \_\_\_\_\_

And: \_\_\_\_\_

Its: \_\_\_\_\_