

MADEIRA CITY COUNCIL

May 26, 2026

7:30 PM

- **COMMUNITY PARTICIPATION****
 - Guests & Registered Visitors

- **COMMITTEE AND OFFICIAL REPORTS**
 - Parks and Recreation Board May 13, 2026
 - Planning Commission May 18, 2026
 - Tree Board May 20, 2026
 - Senior Commission May 21, 2026
 - Budget and Finance May 26, 2026
 - Police Report

- **ORDINANCES AND RESOLUTIONS**
 - ORDINANCE NO. 26-05: ORDINANCE DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT TO THE ELECTORS OF THE CITY OF MADEIRA, AT THE NOVEMBER 3, 2026 GENERAL ELECTION, AMENDMENTS TO THE CITY CHARTER FOR THE PURPOSE OF MODERNIZING THE DOCUMENT

- **NEW BUSINESS**
 - None

- **OLD BUSINESS**
 - City Council Summer Schedule

- **EXECUTIVE SESSION**
 - Litigation

- **ADJOURNMENT**

****While Council meetings are being held in hybrid format, the following guidelines for registered visitors will be in effect per Ordinance No. 20-06.**

- Per Section 30 of the Madeira Code, Madeira residents and guests are invited to address the Council. Comments will be limited to 5 minutes; however, the Mayor may impose additional limitations based on the business before Council and the number of people wishing to address Council. Persons attending the meeting virtually and wishing to address Council are requested to email madeirameetings@madeiracity.com, a minimum of 8 hours before the meeting, and provide first and last name and residential address prior to the public comment portion of the meeting. People attending the meeting in-person are requested to complete the form provided and submit it to the Clerk of Council prior to the meeting.



CITY MANAGER'S REPORT
City Council Meeting, May 26, 2026

GUESTS AND REGISTERED VISITORS

- None

CORRESPONDENCE

- None

COMMITTEE AND OFFICIAL REPORTS

- Parks and Recreation Board May 13, 2026
- Planning Commission May 18, 2026
- Tree Board May 20, 2026
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ORDINANCES AND RESOLUTIONS

- **ORDINANCE NO. 26-05. ORDINANCE DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT TO THE ELECTORS OF THE CITY OF MADEIRA, AT THE NOVEMBER 3, 2026 GENERAL ELECTION, AMENDMENTS TO THE CITY CHARTER FOR THE PURPOSE OF MODERNIZING THE DOCUMENT.** After multiple meetings beginning in 2024 and continuing through 2026, the Law and Safety Committee developed a series of recommendations to update and modernize the City of Madeira's Charter. The full scope of the changes is outlined in Exhibit A, which includes the original language for comparison. If approved, this ordinance would result in a ballot measure for the November 2026 general election. Included with the packet is a memo from Mr. Fox from 2024 summarizing an initial batch of recommended changes; please note, it does not reflect the more recent items recommended by the Law and Safety Committee and discussed at the April 27, 2026 City Council meeting. **FIRST READING**
- **RESOLUTION NO. 40-26. AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR POLICE RADIO REPLACEMENTS.** Radios are an essential piece of police equipment and the Madeira Police Department's radios are nearing end of life. At Chief Schaefer's recommendation, the existing radios will be phased out over a three-year period. This legislation authorizes the purchase of the first six (6) units for a total cost of \$38,351.34. This expenditure was discussed as part of the FY2026 Budget process and included in the Police Capital line item.
- **RESOLUTION NO. 41-26. AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY CAPITAL IMPROVEMENT FUNDS FOR THE CAMARGO ROAD IMPROVEMENTS – PHASE 2 PROJECT AND TO EXECUTE CONTRACTS AS REQUIRED.** Annually, the Southwest Ohio Regional Transit Authority (SORTA) makes grant funding available to assist local municipalities with priority projects, especially those that enhance access to transit. The Camargo Road, Phase 2 Project includes vehicular and pedestrian enhancements, including the installation of sidewalks, and utility upgrades from Euclid Avenue to the Madeira corporation boundary, shortly before Blome

Road. The total cost of the project is estimated at \$3,785,133 and the City's application requests \$2,935,133 or 77%; the City previously received federally Congressional Directed Spending award for \$850,000 to support this phase of Camargo Road.

- **RESOLUTION NO. 42-26. RATIFYING THE CITY MANAGER'S ACTION TO ENTER INTO A CONTRACT WITH FORD DEVELOPMENT CORPORATION FOR ROLLAWAY ROAD SINK HOLE REPAIR.** The resolution ratifies the City Manager's emergency action to contract with Ford Development Corporation to repair a sink hole on Rollaway Road caused by a damaged storm sewer pipe. The cost of the repair was \$17,485 and the work was completed May 8, 2026.
- **RESOLUTION NO. 43-26. AUTHORIZING THE CITY MANAGER TO CONTRACT WITH SPORTSFIELD SPECIALTIES FOR A FIELD NETTING SYSTEM AT MCDONALD COMMONS.** This legislation and subsequent Resolution No. 44-26 relate to the March 23, 2026 City Council decision to allow Youth Soccer leagues to install semi-permanent netting at McDonald Commons Park. As discussed with Council, the bulk of the total cost for the netting (\$31,695.83) will be covered by the leagues; however, given the expense, the City was asked to contribute \$4,000 (12%), which seems reasonable given the potential improvement in safety. Likewise, as the property owner, the City must authorize and hold the contracts with vendors. This contract with Sportsfield Specialties covers the netting hardware (i.e. net, poles, anchors, etc.). The total value of the contract is \$10,835.85
- **RESOLUTION NO. 44-26. AUTHORIZING THE CITY MANAGER TO CONTRACT WITH MOTZSCAPES, CINCINNATI, OHIO TO INSTALL A FIELD NETTING SYSTEM.** As outlined previously, this resolution also relates to field netting at McDonald Commons. This contract specifically authorizes Motzscapes to install the anchors for the netting system in the synthetic turf, ensuring that the work does not void the warranty. The value of the contract is \$20,000.
- **RESOLUTION NO. 45-26. AUTHORIZING THE CITY MANAGER TO CONTRACT WITH LANDSCAPE FORMS FOR ADDITIONAL BENCHES AT MCDONALD COMMONS.** This resolution authorizes a contract with Landscape Forms to purchase additional benches for McDonald Commons. These benches were recommended by the Parks and Recreation Board and prioritized for 2026 by the Parks and Recreation Committee of Council in November 2025. The benches, which match the existing units at the park and are in a similar standard as those planned for the Miami Avenue streetscape, will cost \$11,134.80.
- **RESOLUTION NO. 46-26. DECLARING SURPLUS/INOPERABLE PROPERTY AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF PROPERTY BY SALE, DONATION OR DISPOSAL.** Ohio Revised Code governs the disposition of property owned by municipalities. City staff propose disposing of several items of surplus property; in this case, the Madeira Police Department is divesting of a 2015 Chevrolet Tahoe- the last of the white cruisers.
- **RESOLUTION NO. 47-26. AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BASTION PROPERTY MANAGEMENT FOR RENTAL PREPARATION AND PROPERTY MANAGEMENT FOR 6930 SHAWNEE RUN ROAD.** In 2025, the city of Madeira purchased the residential property at 6930 Shawnee Run Road with the intent to pursue grant funds for a future road realignment project. Due to the extended lead time associated with many roadway grants (mostly related to multiple rounds of detailed engineering) the property may not be needed until 2030 or beyond, allowing the city to recover a portion of the initial investment by renting to a

CITY MANAGER REPORT

May 26, 2026

Page 2 of 4

residential tenant. The administration contacted several firms and determined that Bastion Property Management (hereafter “Bastion”) was the preferred vendor. Prior to listing the property and selecting a tenant, Bastion recommends performing some basic repairs, cleaning, and interior painting. While the intent is for the house to eventually be demolished, these investments will help to avoid the house falling into disrepair over the next few years. Likewise, because the City acquired the property at an attractive price from a willing seller, if City Council opts instead to sell the property, these costs would be recouped.

OLD AND NEW BUSINESS

- **City Council Summer Schedule.** Typically, City Council elects to switch to a monthly meeting schedule in the summer to accommodate vacations and holidays. Based upon the legislative calendar, the administration proposes cancelling the June 8, July 13, and August 10, 2026 meetings. The remaining meetings would be June 22, July 27, and August 24, 2026.
- **Special Storm Brush and Limb Pickup.** As it did following storms in 2024, the City will offer a supplemental brush pick-up beginning on Tuesday, May 26, 2026. Residents are asked to have all downed limbs and storm debris at roadway by that morning to allow crews to move efficiently through the community.
- **Police Sergeant Promotions.** With City Council’s passage of Ordinance No. 26-04, which formally established the rank of Sergeant, the Madeira Police Department is pleased to announce the following officers were selected for promotion, based upon their final standing on the competitive promotional evaluation: PTO Tim Vogel, PTO Joe Freeman, and PTO Vanessa Mayo. The promotions will be staggered from July to November 2026, once the 45-day period required for the ordinance to become effective has elapsed. This allows the department to adjust personnel and shift assignments.
- **Employee Recognition.** As we reach the end of the school year, the Police Department received a note from a retiring Madeira City Schools employee, thanking them for their dedication to the schools and community. Borrowing a bit from her correspondence:

“I have taught in the Madeira City Schools for 21 years, and I have never witnessed a police department like Madeira. You escort sports’ parades, attend every community event, eat lunch with students, play sports with students, support before and after school transportation, greet students early in the morning in the hallways, support our safety drills, speak in classrooms.....the list is truly endless.”

While none of this work is a surprise to City Council and staff, we too recognize and appreciate all the efforts of Chief Schaefer and all of our fine officers.

- **New Crosswalk Signal.** With Sycamore Township’s installation of flashing crosswalk signals at Pineneedle Lane and Euclid Avenue, the City received several requests for similar solar-powered signage at the Fowler Avenue crossing. This week, Public Works crews installed the units, which should improve pedestrian safety at that unsignalized intersection.
- **Memorial Day Events.** On Monday, May 25, 2026, the City of Madeira will host its annual Memorial Day Silent March and Ceremony. The silent march will commence at 10:00am at St. Gertrude Church and progress to the Veterans’ Memorial at McDonald Commons. Here the

CITY MANAGER REPORT

May 26, 2026

Page 3 of 4

Memorial Day Ceremony will be held, beginning at approximately 10:30am. Thank you to our speaker Major Joseph Rossiter, United States Marine Corps and Parks and Recreation Board volunteers.

- **Planning Commission.** The Planning Commission held its monthly meeting on Monday, May 18, 2026 and reviewed the following case:
 - Case PC #26-014
Applicant: Sofia and Kevin Caldwell
Request: Lot Consolidation
Result: **APPROVED**

Executive Session

- Litigation



CITY MANAGER'S INTERIM REPORT
May 15, 2026

- **Construction Update.** Adleta Construction laid the first of the new pavers on Laurel Avenue this week, providing the first look at the future downtown streetscape- and the community response has been overwhelmingly positive.

On Miami Avenue, Ford Development (hereafter “Ford”) spent the week working on storm drainage and curbing in the Euclid Avenue and Miami Avenue intersection. Additionally, after initial street cuts revealed telecom infrastructure- specifically an AltaFiber conduit- that conflicted with the locations of multiple future catch basins, Ford also elected to “pothole” the street at 50-foot increments to identify any future obstacles.

- **Show Your Sparkle.** On Thursday, May 14, 2026, the Madeira Senior Commission hosted its Show Your Sparkle event at Traditions at Camargo. Approximately 35 Grandmothers attended the event which featured a “Mocktail Hour” and dinner celebrating grandmothers and amazing women in Madeira. Special thanks to Traditions and volunteers from the Madeira Senior Commission for all their work on this event.
- **Pocket Park Refresh.** This week, Public Works crews took time to refresh the pocket park at the corner of Euclid Avenue and Camargo Road. Originally constructed in 2023, the park’s native plantings struggled with challenging soil conditions and water runoff; others were sprayed with a “plant-safe” selective herbicide, which regrettably killed both weeds and the plants. As part of the refresh, city crews scrapped away existing clay soil and replaced it with new topsoil and lined the park with river rock to prevent erosion. The work made an immediate difference, with several passing motorists stopping to express their approval of the effort. Excellent work by Public Works.
- **Planning Commission.** The Planning Commission will hold its monthly meeting on Monday, May 18, 2026 and review the following case:
 - Case PC #26-014
Applicant: Sofia and Kevin Caldwell
Request: Lot Consolidation

**MADEIRA CITY COUNCIL
REGULAR MEETING MINUTES
May 11, 2026**

These minutes have not been approved by Madeira City Council. Drafts of minutes have not been reviewed or corrected. Amendments may be made before a final approval version of the minutes is available. While comments are welcomed, we do not engage in changing or revising drafts of minutes until directed by a majority of the members of the Council at a public meeting. The City of Madeira makes no warranty expressed or implied concerning the accuracy, compliance, reliability, or suitability of these minutes until they are approved by the Madeira City Council.

I. CALL TO ORDER

Mayor Henning called the meeting to order at 7:30 pm.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Henning led the pledge.

III. ROLL CALL

Members Present:

Tom Henning, Mayor
Alicia Camper, PhD
Logan Junger
Kaity Rowe
Chad Shaffer
Ramzi Takieddine, arrived 7:32 pm

Members Absent:

Jodi Whitted, DSW, MSSW

Officials/Staff Present:

Michael Norton-Smith, City Manager
Lori A. Thompson, Assistant City Manager
David Schaefer, Police Chief
Holly Richards, Clerk of Council
Kristie Lowndes, Treasurer

IV. ACCEPTANCE OF AGENDA

A. Changes to the agenda:

1. Add **Fire Board Report** to Committees and Official Reports.
2. Remove **Executive Session** from agenda.

B. Changes to Council Regular Meeting Minutes from April 27, 2026:

1. None

C. Consent items to be approved with acceptance of agenda:

1. Council Regular Meeting Minutes from March 23, 2026

D. **RESOLUTION NO. 38-26- AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BARRETT PAVING MATERIALS INC. CORPORATION FOR THE 2026 RESIDENTIAL PAVING PROGRAM**

Motion to approve the agenda as amended, the Council Regular Meeting Minutes from April 27, 2026; RESOLUTION NO. 38-26- AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BARRETT PAVING MATERIALS INC. CORPORATION FOR THE 2026 RESIDENTIAL PAVING PROGRAM made by Mr. Shaffer, second by Mr. Junger. Motion carried by 6-0 roll call vote.

V. MAYOR'S MOMENT

A. In the Community- Mayor Henning

1. Mayor Henning congratulated Madeira graduating seniors.
2. Mayor Henning noted community events are in full swing. These include the Madeira Art Fair, Upcycle Day, and rededication of the Bird Sanctuary.
3. He also noted that the Storywalk book, **Light as a Feather**, is by local writer and illustrator Will Hillenbrand. Mr. Shaffer added that signed copies of the book are available at the local bookstore.
4. Mayor Henning also thanked the Madeira Chamber of Commerce for their member directory, with articles and photos.

**MADEIRA CITY COUNCIL
REGULAR MEETING MINUTES
May 11, 2026**

VI. NOTICE OF OTHER MEETINGS/EVENTS

- Mayors Court May 13, 2026 at 6:30 PM
- Parks and Recreation Board May 13, 2026 at 7:00 PM
- Show Your Sparkle May 14, 2026 at 4:30 PM
- String Source Quartet May 16, 2026 at 7:30 PM
- Public Works Committee May 18, 2026 at 5:00 PM
- Planning Commission May 18, 2026 at 7:00 PM
- Tree Board May 20, 2026 at 7:00 PM
- Senior Commission May 21, 2026 at 4:00 PM
- Memorial Day Commemorations May 25, 2026 at 10:00 AM

VII. COMMUNITY PARTICIPATION

- A. Guests & Registered Visitors
1. None.

VIII. COMMITTEE AND OFFICIAL REPORTS

- A. Madeira Inclusion Committee on April 28, 2026
1. Mayor Henning stated that the report stands as submitted and noted that Light Up Madeira has been renamed Light Up the Season and will take place November 21st.
- B. America 250
1. Mayor Henning stated that there was no quorum for a formal meeting. A commemorative T-shirt that will be for sale soon and the July 3 Parade is approaching.
- C. Board of Zoning Appeals on May 4, 2026
1. Mr. Norton Smith stated that Case 26-009 was approved with conditions, Cases 26-011 and 26-012 were approved, Case 26-010 was denied, and Case 26-013 was tabled.
- D. Fire Board on May 11, 2026.
1. Mayor Henning noted that a 2026 Ford E-450 Ambulance was recently purchased. It is a demo model, saving \$100,000 over a custom-build model. An existing 2017 ambulance is showing its age. This had no negative budget impact for 2026.
 2. The Fire Department is also preparing for July 4 and America 250 events.

IX. ORDINANCES AND RESOLUTIONS

- A. **ORDINANCE NO. 26-04- AMENDING CHAPTER 32 OF THE CITY OF MADEIRA CODE OF ORDINANCES ESTABLISHING POLICE SERGEANTS POSITION THIRD READING.**
1. Mayor Henning opened the Public Hearing at 7:41. With no comments, he closed the hearing at 7:42.
 2. Mr. Shaffer thanked police department for their thoughtful process and stated this proposal as a win-win.

Motion to approve ORDINANCE NO. 26-04- AMENDING CHAPTER 32 OF THE CITY OF MADEIRA CODE OF ORDINANCES ESTABLISHING POLICE SERGEANTS POSITION made by Ms. Rowe, second by Mr. Junger. Motion carried by 6-0 roll call vote.

- B. **RESOLUTION NO. 39-26- AUTHORIZING ADDITIONAL FUNDS TO ASSIST WITH UTILITY RELOCATION BY DUKE ENERGY OHIO, INC. FOR THE MIAMI AVENUE REVITALIZATION AND SAFE STREETS PROJECT.**
1. Mr. Shaffer recused himself.

**MADEIRA CITY COUNCIL
REGULAR MEETING MINUTES
May 11, 2026**

2. Mr. Norton-Smith summarized that the 2024 Council approved initial funds. The work required additional funds of \$405,000, so this Resolution is to pay Duke.

Motion to approve RESOLUTION NO. 39-26- AUTHORIZING ADDITIONAL FUNDS TO ASSIST WITH UTILITY RELOCATION BY DUKE ENERGY OHIO, INC. FOR THE MIAMI AVENUE REVITALIZATION AND SAFE STREETS PROJECT made by Dr. Camper, second by Ms. Rowe. Motion carried by 5-0-1 roll call vote.

X. NEW BUSINESS

A. 2026 Summer Schedule

1. Mr. Norton-Smith noted that typically we have one meeting per month over the summer, but we can be called back to meet if needed. There is the possibility to eliminate the first meeting of each month for June, July, August, unless needed. These dates would be June 8, July 13, and August 10.
2. Mayor Henning asked Councilmembers to review summer dates with families, to put this to a vote at the next Council meeting.
3. Mr. Shaffer requested that we have the monthly budget meetings before any monthly council meetings.

XI. OLD BUSINESS

- A. None.

XII. ADJORNMENT

Motion to adjourn made by Mr. Junger, second by Ms. Rowe. Motion carried by 6-0 roll call vote at 7:49 pm.

Holly Richards, Clerk of Council

RESOLUTION NO. 40-26

**AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR POLICE RADIO REPLACEMENTS.**

WHEREAS, radios are an essential piece of equipment for modern policing; and

WHEREAS, the units used by the Madeira Police Department are nearing the end of their useful life and are in need of replacement; and

WHEREAS, the City received a quote from Motorola to replace and maintain the Madeira Police Department's tasers over the three (3) years; and

WHEREAS, the total cost for the six (6) units to be replaced in 2026 is Thirty-Eight Thousand, Three Hundred Fifty-One and 34/100 Dollars (\$38,351.34.).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, Ohio:

Section 1. That the City Manager is hereby authorized to contract with Motorola Solutions, Inc. to provide police tasers to the City of Madeira for an amount not to Thirty-Eight Thousand, Three Hundred Fifty-One and 34/100 Dollars (\$38,351.34.) per the attached Exhibit A.

Section 2. That the Treasurer is hereby authorized and directed pay Motorola Solutions, Inc. an amount not to exceed Thirty-Eight Thousand, Three Hundred Fifty-One and 34/100 Dollars (\$38,351.34.) upon presentation of proper vouchers thereof.

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.



MADEIRA POLICE DEPT

04/01/2026

04/01/2026

MADEIRA POLICE DEPT
7141 MIAMI AVE
CINCINNATI, OH 45243

Dear Chief Dave Schaefer,

Motorola Solutions is pleased to present MADEIRA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MADEIRA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Terry Connaughton at tconnaughton@mobilcomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Terry Connaughton
Sales Rep

Motorola Solutions Manufacturer's Representative

Billing Address:
 MADEIRA POLICE DEPT
 7141 MIAMI AVE
 CINCINNATI, OH 45243
 US

Quote Date:04/01/2026
 Expiration Date:06/20/2026
 Quote Created By:
 Terry Connaughton
 Sales Rep
 tconnaughton@mobilcomm.com
 513.595.5800

End Customer:
 MADEIRA POLICE DEPT
 Chief Dave Schaefer
 dschaefer@madeiracity.com
 513.623.1342

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	6		\$5,365.00	\$3,166.45	\$18,998.70
1a	H38DA	ADD: SMARTZONE OPERATION	6		\$1,412.00	\$1,030.76	\$6,184.56
1b	Q173CA	ADD: SMARTZONE OMNILINK	6		\$0.00	\$0.00	\$0.00
1c	Q361CD	ADD: P25 9600 BAUD TRUNKING	6		\$353.00	\$257.69	\$1,546.14
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	6		\$607.00	\$443.11	\$2,658.66
1e	QA09001AM	ADD: WIFI CAPABILITY	6		\$353.00	\$257.69	\$1,546.14
1f	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	6		\$118.00	\$86.14	\$516.84
1g	QA08821AA	ALT: 7800 STUBBY 762-870MHZ	6		\$30.60	\$22.34	\$134.04
1h	QA08824AA	ALT: 3.0" HOLSTER	6		\$13.77	\$10.05	\$60.30
1i	QA08853AA	ADD: CPS ENABLEMENT	6		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc : 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	QA09028AA	ADD: VIQI VC RADIO OPERATION	6		\$0.00	\$0.00	\$0.00
1k	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6		\$0.00	\$0.00	\$0.00
2	LSV01S03060A	APX N70 DMS ESSENTIAL	6	7 YEARS	\$432.43	\$432.43	\$2,594.58
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS	1		\$0.00	\$0.00	\$0.00
4	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	6		\$221.64	\$166.23	\$997.38
5	PMMN4142A	PORTABLE RSM XVP730, UL, IP68, 3.5MM JACK, NO KNOB	6		\$520.00	\$390.00	\$2,340.00
Product Services							
6	LSV00Q00202A	DEVICE PROGRAMMING	6		\$100.00	\$100.00	\$600.00
7	LSV00Q00381A	ENGRAVING SERVICES	6		\$29.00	\$29.00	\$174.00

Grand Total
\$38,351.34(USD)
Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

- Promotions:

The following promotion(s) have been applied:

* Line #1 - APX N SERIES TRADE-IN PROMO available from 04/06/2026 to 06/20/2026

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Line #	Item Number	Parametric Data
11	QA08853AA	TEMAILAR = rclark@mobilcomm.com,SYSTEMID = 0348
3	PSV01S03059A	TEMAILAR = rclark@mobilcomm.com,CUSTNAME = Rob, Clark,SYSTEMID = 0348



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

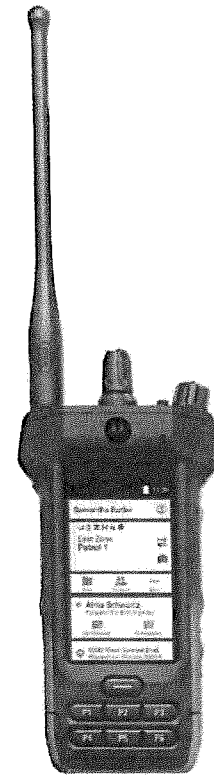
APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with "pick-up-and-go" functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.



ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software ("CPS"), Radio Management ("RM"), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port



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connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



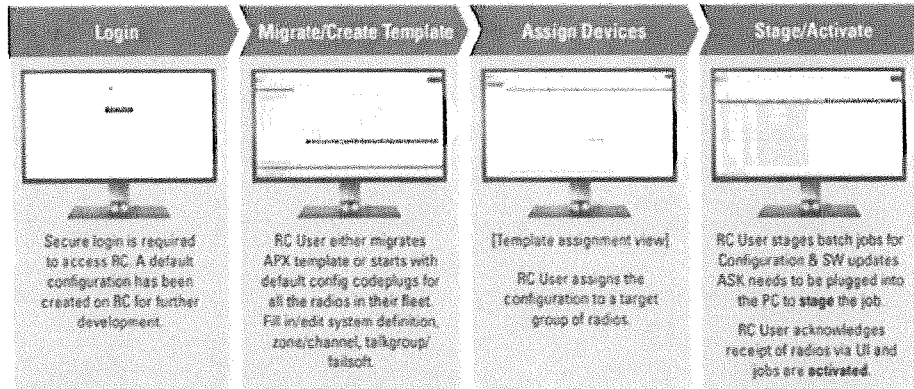


Figure 1: APX N70 Provisioning via Radio Central



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.



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- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.



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MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.



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- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.





Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

RESOLUTION NO. 41-26

AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY CAPITAL IMPROVEMENT FUNDS FOR THE CAMARGO ROAD IMPROVEMENTS – PHASE 2 PROJECT AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, The City of Madeira continues to use the 2023 Comprehensive Plan as a guide for development for the community, and

WHEREAS, the Comprehensive Plan prioritizes streetscape enhancements within the Business District to improve both vehicular and pedestrian safety and to encourage walkability and new development, and

WHEREAS, the Transit Infrastructure Fund Program provides funding for the general construction or maintenance of roads, bridges and related facilities involved in the provision of transit service by the regional transit authority

WHEREAS, the City of Madeira is planning to make capital improvements to Camargo Road, East of Euclid Avenue, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Transit Infrastructure Fund, and

WHEREAS, the City Administration is seeking funding sources for the Camargo Road Improvements – Phase 2 Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, State of Ohio:

Section 1. That Michael Norton-Smith, City Manager is hereby authorized to apply to the Transit Authority for funds as described above.

Section 2. That Michael Norton-Smith, City Manager is authorized to enter into any agreements with the Transit Authority as may be necessary and appropriate for obtaining this financial assistance.

Section 3. That this Resolution shall take effect from and after the earliest period allowed by law.

This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.



EXHIBIT A

Southwest Ohio Regional Transit Authority
Application for Financial Assistance—Round 6 (2026)

IMPORTANT: Please consult "Metro Transit Infrastructure Fund (MTIF) Applicant Guidelines Rules & Regulations" for guidance in completion of this form.

Applicant

Applicant: City of Madeira

Date: Contact: Micheal Norton Smith
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: Mnorton-Smith@madeiracity.com Phone: 513.561.7228

Project Name: Camargo Road Phase 2 Roadway Improvements Zip Code: 45243

Project

Subdivision Type Project Type Funding Request Summary

(Select one) (Select single largest component by \$) (Automatically populates from page 2)

- 1. County 1. Road Total Project Cost: \$3,785,133.00
2. City 2. Bridge/Tunnels Funding Requested .00
3. Township 3. Sidewalks
4. Village 4. Other

Funding Request Summary

- Applicant Requests MTIF Small Project Funding (Request \$1 million or less)
Applicant Requests MTIF Large Project Funding (Request More than \$1 million)

- This is a Multi-Jurisdiction Project This is a Multi-Year Funding Request
This is a Single-Jurisdiction Project

For Transit Authority Use Only

Grant Amount: .00

Project Number: Total Funding: .00

Local Participation: %

Release Date: Transit Authority Participation: %

Approval: Date Construction End:

1.0 Project Financial Information

1.1 Project Estimated Costs (All Costs Rounded to Nearest Dollar)

Construction:	a) \$ <u>3,419,271</u> .00	
Construction Contingencies:	b) \$ <u>365,862</u> .00	<u>10.7</u> %
Total Estimated Costs:	c) \$ <u>3,785,133</u> .00	

1.2 Project Financial Resources

Applicant Resources

Local Revenues:	d) 0 _____ .00	
Other Revenues:	e) \$ <u>850,000</u> .00	
Subtotal Local Resources:	f) \$ <u>850,000</u> .00	<u>22.5</u> %

Transit Authority Funds (Enter Requested Amount)

Grant:	g) \$ <u>2,935,133</u> .00	<u>77.5</u> %
(MTIF Request must be for \$1 million or less to meet requirements for Small Project Funding)		
Total Financial Resources:	h) \$ <u>3,785,133</u> .00	<u>100</u> %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The Transit Authority Agreement will not be executed until the local resources are certified. Failure to meet local share may result in termination of the agreement. Applicant needs to provide written confirmation for funds coming from other sources.

2.0 Project Schedule

2.1 Engineering / Design / Right of Way

Begin Date: 12/11/2025 End Date: 02/12/2027

2.2 Bid Advertisement and Award

Begin Date: 07/01/2027 End Date: 09/01/2027

2.3 Construction

Begin Date: 03/01/2028 End Date: 11/01/2028

Unless this is a project that has been approved by the Transit Authority in a previous year, as a multi-year project, reimbursement of construction costs cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of project milestones must be requested in writing by project official of record and approved by the Transit Authority once the Project Agreement has been executed.

3.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

3.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 30 Years Age: Unknown (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

3.2 User Information

Road or Bridge: Current ADT 5576 Year 2025 Projected ADT _____ Year _____

0 Number of Weekday Bus Trips

3.3 Project Description

A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) Additionally, provide a GIS shapefile (lat/long) of the project location.

The project is located within Madeira along Camargo Road Between Osceola Drive and the corporation line just west of Blome Road.

The project encompasses the following focus areas from the City's Comprehensive Plan:

- Economic Development Focus Area (Camargo Road Corridor)
- Active Transportation Focus Area (Regional Trail Connections)
- Housing Focus Area (Mixed Use District & Transitional Overlays)

B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement)

The project will include milling and resurfacing on Camargo Road, with full depth repairs as necessary. The main project component will include the addition of curb, underground storm sewer, and sidewalk along the north side of the road, along with added water main replacement for an existing aging main along the corridor.

Camargo Road represents one of the main commercial/residential corridors within the City of Madeira. Overall, the project represents an upgrade for the entire corridor, providing safer more efficient facilities for Metro ridership, particularly pedestrians accessing public transit along Miami Avenue. The Camargo Road corridor is home to several senior housing and assisted living facilities with transit-dependent populations will benefit from enhanced pedestrian access to fixed route service at Madeira's park-n-ride. Enhanced pedestrian connectivity will also benefit local businesses and prospective developers as it will facilitate workforce commute access for corridor employers.

C: PHYSICAL DIMENSIONS (Describe the physical characteristics of the existing facility and the proposed facility. Include length, width, typical section, quantity and sizes, capacity, etc in detail.)

Existing Camargo Road (Osceola Drive to Blome Road, approximately 3300 LF) includes an asphalt pavement section which is 22 feet in width. There is currently very little concrete curb along this section of roadway. The roadway is a two-lane section with driveway access and no on street parking. The corridor includes a small section of sidewalk at the entrance of several subdivisions that is not connected along Camargo Road. The project will not add capacity or width. It will only include reconstruction, repaving and repair work as described above.

4.0 Project Officials

Changes of Project Officials must be submitted in writing from an officer of record.

4.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Michael Norton-Smith
Title: City Manager
Address: 7 1 4 1 M i a m i A v e n u e

City: Madeira State: OH Zip: 45243
Phone: 513.561.7228
FAX:
E-Mail: mnorton-smith@madeiracity.com

4.2 Chief Financial Officer (Cannot also serve as CEO)

Name: Kristie Lowndes
Title: Treasurer
Address: 7 1 4 1 M i a m i A v e n u e

City: Madeira State: OH Zip: 45243
Phone: 513.561.7228
FAX:
E-Mail: klowndes@madeiracity.com

4.3 Project Manager

Name: William Brock
Title: Senior Project Manager
Address: 6 2 1 9 C e n t r e P a r k D r i v e

City: West Chester State: OH Zip: 45069
Phone: 513.644.1784
FAX:
E-Mail: william.brock@kleingers.com

5.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- A certification signed by the applicant's chief financial officer stating the amount of all local funds required for the project will be available on or before the dates listed in the Project Schedule section.
- A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- A cooperative agreement (if the project involves more than one applicant) which identifies the fiscal and administrative responsibilities of each participant.
- Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full-time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist SORTA in ranking your project.

6.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Southwest Ohio Regional Transit Authority; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Unless this is a project that has been approved by the Transit Authority in a previous year, as a multi-year project, the applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Southwest Ohio Regional Transit Authority. Action to the contrary will result in termination of the agreement and withdrawal of Southwest Ohio Regional Transit Authority funding from the project.

Certifying Representative (Printed form, Type or Print Name and Title)

Original Signature / Date Signed

RESOLUTION NO. 42-26

RATIFYING THE CITY MANAGER'S ACTION TO ENTER INTO A CONTRACT WITH FORD DEVELOPMENT CORPORATION FOR ROLLAWAY ROAD SINK HOLE REPAIR

WHEREAS, the City of Madeira wishes to contract for the repair a sink hole on Rollaway Road which was caused by a damaged storm sewer pipe; and

WHEREAS, Ford Development Corporation provided a quote for and Seventeen Thousand, Four Hundred Eighty-Five and 00/100 Dollars (\$17,485.00), and

WHEREAS, this emergency repair was authorized by the City Manager to address a dangerous condition for residents and motorists.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, Ohio.

Section 1. That the City Manager's execution of a contract with Ford Development Corporation for a sum not to exceed and Seventeen Thousand, Four Hundred Eighty-Five and 00/100 Dollars (\$17,485.00) per the attached Exhibit A which is incorporated herein, is hereby ratified.

Section 2. That the Treasurer is hereby authorized and directed to Ford Development Corporation a sum not to exceed and Seventeen Thousand, Four Hundred Eighty-Five and 00/100 Dollars (\$17,485.00) upon presentation of proper vouchers thereof.

Section 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.



FORD DEVELOPMENT CORPORATION

11148 Woodward Lane • Sharonville, Ohio 45241

P: 513-772-1521 F: 513-772-0324

EXHIBIT A

INVOICE	
DATE	INVOICE #
5/20/2026	33204

BILL TO:
CITY OF MADEIRA 7141 Miami Avenue Madeira, OH 45243 ATTN: Mr. Michael Norton-Smith

PO #	TERMS	CUSTOMER #	JOB #	PROJECT	LOC #
	Net 10	MADEIRA	T27597	6741 Rollaway Rd.	
QUANTITY	UNITS	DESCRIPTION		UNIT PRICE	AMOUNT
		Repair broken storm sewer and pavement:			
		Labor and Equipment		14,410.00	
		Material		3,075.00	
<i>Thank you for your business!</i>				TOTAL	17,485.00

RESOLUTION NO. 43-26

**AUTHORIZING THE CITY MANAGER TO CONTRACT WITH SPORTSFIELD SPECIALTIES
FOR A FIELD NETTING SYSTEM AT MCDONALD COMMONS**

WHEREAS, City Council wishes to add a field netting system at McDonald Commons Park; and

WHEREAS, it has been determined that the quote provided by Sportsfield Specialties is the best in terms of quality, service and adaptability to the requirements of the City as well as price; and

WHEREAS, this purchase will be partially reimbursed by Madeira FC per the terms outlined in a separate agreement ; and

WHEREAS, the cost of the proposed field netting system is Ten Thousand, Eight Hundred Thirty-Five and 85/100 Dollars (\$10,835.85); and

WHEREAS, the contract exceeds the City Manager's contractual threshold of \$10,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, State of Ohio:

Section 1. That the City Manager is hereby authorized to contract with Sportsfield Specialties for the purchase of a field netting system at McDonald Commons Park for a price not to exceed Ten Thousand, Eight Hundred Thirty-Five and 85/100 Dollars (\$10,835.85); as outlined in Exhibit A.

Section 2. That the Treasurer is hereby authorized to pay a sum not to exceed is Ten Thousand, Eight Hundred Thirty-Five and 85/100 Dollars (\$10,835.85); and upon presentation of proper vouchers thereof.

Section 3. That this Resolution shall take effect from and after the earliest period allowed by law.

This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.

EXHIBIT A



Remit To:
Sportsfield Specialties
PO Box 231
Delhi, NY 13753

Quote Number: 130963

QUOTE

Page: 1 of 5

Quote To: City of Madeira 7141 Miami Ave, Madeira, OH 45243 Madeira OH 45243 US	Ship To: City of Madeira / McDonald Commons 7451 Dawson Road Madeira, OH 45243 US	Date: 5/15/2026 Expires: 6/14/2026 PO Num: City of Madeira / McDonald Commons - BSS412 Sales Person: Gregg Semenetz Cell: 607-643-1438 Email: gsemenetz@sportsfield.com
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USD

Line	Part	Description	Qty /	Sales UoM	Unit Price	Line Total
1	BSS412		80.00	LF	\$48.65	\$3,892.00
		StormGuard® Professionally Pre-Engineered 12' Straight Pole Ball Safety Netting System. System Includes 4" O.D. (3.5" Schedule 40 Aluminum) Powder Coated Black Straight Poles, Cabling and Hardware Kit. Maximum Allowable Pole Spacing 25' On Center. 30" Ground Sleeves, Ground Sleeve Caps and #36 Black Nylon 1-3/4" Square Mesh Net with Sewn Rope Binding on Perimeter Edges Sold Separately.				
5	GS430		5.00	EA	\$110.00	\$550.00
		Aluminum Ground Sleeve for 4"O.D. Post, 4.300"O.D. (4.100"l.D.) x 30"L, Includes Stop-Bolt and Leveling Base Plate				
6	GSC4P		5.00	EA	\$6.20	\$31.00
		Black Plastic Cap for 4.3" OD Ground Sleeves				
8	PESSN		1.00	EA	\$2,165.00	\$2,165.00
		Stamped and sealed drawings and calculations by a licensed professional engineer for Standard/StormGuard® Netting System with Ground Sleeve Insert *Includes design and analysis of structural elements and drilled shaft foundation for dead and wind loads based on local building codes and soil conditions. *Spread footing foundation substitution available at additional charge. *Customer is to provide soils report information for the foundation design, otherwise typical soil parameters for the area of the project per the USDA's web soil survey will be used. It is the customer's responsibility to verify that site conditions meet or exceed the assumed parameters used by the professional engineer. *Loading assumes Stormguard Break-Away System will engage during extreme wind or extreme winter weather if provided, or owner will remove netting prior to an extreme wind event or winter weather. *Unless requested otherwise, bare pole winds loads are calculated using ASCE-7 risk category I basic windspeeds (dependent on location) and exposure category determined by site topography, vegetation, and constructed facilities found on satellite imagery. *Stamp revisions due to changes in project scope, or conditions differing from submitted documents may be provided at an additional fee.				



Remit To:
 Sportsfield Specialties
 PO Box 231
 Delhi, NY 13753

Quote Number: 130963

QUOTE

Page: 2 of 5

9	BSSNUC	960.00	SQF	\$2.70	\$2,592.00
---	--------	--------	-----	--------	------------

Ultra Cross Knotless Dyneema® Ball Safety System Net - Dyneema® Ultra-High Molecular Weight Polyethylene (UHMWPE) SK-75 Black Fiber Construction, 4 Ply 1.2 mm (0.0472") Diameter Twine, 58,445 psi Minimum Breaking Strength per Bar of Netting, 1-3/4" (44 mm) Square Mesh Size, 0.009 lbs. per Square Foot, 4-Strand Braided Continuous Monofilament Dyneema® Black Fiber, Urethane Black Bonded Finish, Strong Resistance to Ultraviolet (UV) Light Degradation, Excellent Resistance to Chemicals and Water Absorption, Sewn Perimeter Black Multi-Filament Polypropylene Solid Braid Rope Bound Border - 1/4" Diameter 530 lb. Minimum Breaking Strength

QUOTE - Miscellaneous Charge -	
Description	Ext. Price
1.) Freight-NY1-Direct	\$1,437.65
2.) Freight-NC-Direct	\$168.20

Lines Total	\$9,230.00
Total Taxes	\$0.00
Line Miscellaneous	\$0.00
Quote Miscellaneous	\$1,605.85
Quote Total	\$10,835.85



Remit To:
Sportsfield Specialties
PO Box 231
Delhi, NY 13753

Quote Number: 130963

QUOTE

Page: 3 of 5

1. Customer is responsible for material take-off, quantities and specification compliance and/or equivalency of quoted products.
2. All prices listed are in US Dollars
3. Lead times vary by product and begin after receipt of purchase order, credit approval, and acceptance of color, material(s) and design. Please reach out to your team at Sportsfield Specialties for specific product lead times.
4. All freight is FOB Origin. **Freight rates are estimates provided at the time of quotation. Actual freight rates, include shipping & handling, will be billed at the time of shipment. The customer is responsible for any difference between the quoted freight rate and the actual freight rate at the time of shipment.** The actual freight rates may differ from the estimates as a result of variable factors, such as the change in product quantity and/or material order, state of national economy, fuel costs, capacity and/or rate levels at the time of shipment. Split orders will require additional freight charges. Freight quoted does not include additional equipment to unload or unloading services, assembly or installation.
5. Applicable State and Local Sales Tax will be added to the final invoice unless a tax exempt or Resale Certificate is provided prior to order shipment.
6. Wire transfers, by check and established credit terms are accepted payment methods. Accepted credit cards are VISA, Mastercard and American Express.
7. Pricing assumes any electrical connections and wiring are supplied by others unless otherwise indicated.
8. Customer is responsible for approval and associated cost of any applicable local and state codes.
9. Due to the increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in thirty (30) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in thirty (30) days.
10. If your quote includes custom and/or make-to-order item(s), the item(s) will not be fully released into production until all order information is verified. This information includes color choices, bench configurations, field dimensions and any necessary engineering. Custom items and items with digital graphics require a signed rendering prior to release into production. Once color selections are made and material has been ordered for custom or make-to-order items, the order cannot be canceled. Custom and make-to-order items cannot be returned.
11. Shipments outside of the US— Import Duties, Taxes, and Customs Clearance:
The buyer is solely responsible for all applicable import duties, tariffs, customs fees, taxes, and any other related charges upon entry into the destination country. Seller assumes no responsibility for these costs.
It is the buyer's responsibility to ensure compliance with all import regulations and to provide a licensed customs broker to facilitate clearance of the goods. The seller will not be held liable for delays, additional charges, or penalties resulting from the buyer's failure to arrange proper customs brokerage services

Large Item Shipping

Please be aware that due to our limited storage capacity, we do not have much flexibility to extend ship dates for certain products. Please let us know immediately if you need to adjust your shipment date.

Netting Notes:

- Systems utilizing Dyneema rope should be expected to sag/stretch after Initial Installation. SSI strongly recommends that the client prepare for a re-tensioning trip in the weeks/months after initial installation, but this has been excluded from our proposal unless directed otherwise.
- Proposal assumes connection locations will be identified prior to installer arriving on-site.
- Assumes all cable connections shown are feasible per design using typical termination practices including welded tabs, thimbles and fist grips.
- Sportsfield Specialties cannot be held liable if concrete cracks while installing eyelets or poles at the concrete wall or dugout.
- Final tension and deflection in the netting shall be determined, accepted and maintained by the Owner.
- Verification of loads on any existing structural elements shall be by others.

RAW Material Volatility

DISCLAIMER: Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.



Remit To:
Sportsfield Specialties
PO Box 231
Delhi, NY 13753

Quote Number: 130963

QUOTE

Page: 4 of 5

Pole Placement Notes:

- If foundations are required, public and private utilities must be marked by end user prior to our arrival. Sportsfield Specialties cannot be held liable for any damages resulting from unmarked utilities.
- Proposal assumes favorable digging conditions and does not include shoring, rock drilling, caissons, water removal, or additional backfill material.
- Owner to designate on site location for dumping spoils.
- The installation pricing included in this proposal reflects preliminary foundation estimates based on similar projects completed in the past. SSI reserves the right to update pricing as required once the stamped design is received from a licensed Professional Engineer.
- Surveying and Locating/Marking equipment locations (poles, columns, structures, etc.) is by others.

Date

Signature

Printed Name/Title



Remit To:
Sportsfield Specialties
PO Box 231
Delhi, NY 13753

Quote Number: 130963

QUOTE

Page: 5 of 5

RESOLUTION NO. 44-26

**AUTHORIZING THE CITY MANAGER TO CONTRACT
WITH MOTZSCAPES, CINCINNATI, OHIO
TO INSTALL A FIELD NETTING SYSTEM**

WHEREAS, City Council intends to purchase a field netting system for McDonald Commons Park, and

WHEREAS, MotzScapes has submitted a proposal to provide the necessary materials and labor to install the system, and

WHEREAS, it has been determined that the quote provided by MotzScapes is the best in terms of quality, service and adaptability to the requirements of the City as the original field turf installer; and

WHEREAS, this installation cost will be reimbursed by Madeira FC per the conditions of a separate agreement; and

WHEREAS, the City Manager is recommending the City Council approve a contract with MotzScapes for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, Ohio.

Section 1. That the City Manager is hereby authorized to enter into an agreement with MotzScapes, Cincinnati, Ohio, to provide the necessary materials and labor to install a field netting system at McDonald Commons Park for a sum not to exceed Twenty Thousand 00/100 Dollars (\$20,000.00) per the attached Exhibit A which is incorporated herein.

Section 2. That the Treasurer is hereby authorized and directed to pay MotzScapes, Cincinnati, Ohio, a sum not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) upon presentation of proper vouchers thereof.

Section 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.



TO: Andy Disbennett, City of Madeira Ohio
FROM: Ross Vocke, MotzScapes
DATE: March 19, 2026
RE: McDonald Commons Park Netting

BID ITEM	DESCRIPTION	PRICE
Work is generally described as MotzScapes coordinating and completing the temporary removal of synthetic turf in specified areas, installation of netting system provided by the City, and reinstallation of turf in the areas it was removed.		
BASE BID		
Netting Installation and Necessary Turf Repairs	Turf removal, netting installation, and turf replacement. Kwik Goal 7B101.	\$20,000
Does NOT include tax, permitted drawing, prevailing wages, or bonds.		

SCOPE OF WORK

SITE PREP

- MotzScapes to receive site:
 - With laydown/access reserved for MotzScapes use and clear of obstructions at 7502-7110 Dawson Rd, Madeira, OH 45243.

CONSTRUCTION OVERVIEW

- MotzScapes will:
 - Coordinate on site visit with customer for a preconstruction meeting to determine layout of netting poles.
 - Temporarily remove synthetic turf in the areas noted for the netting poles.
 - Coordinate the installation of the city provided netting system which includes:
 - Utility markings
 - Digging of footers and set sleeves
 - Assembly and install of poles and netting
 - Removal of dirt spoils
 - Patch or replace turf as needed around site of netting poles.
 - General site cleanup.

ASSUMPTIONS

Assumes:

- Tariff rates, material costs, and supply chain conditions will remain unchanged through the duration of procurement. Should any tariffs, trade restrictions, or material availability



issues arise that impact pricing or delivery schedules, a cost and/or schedule adjustment may be necessary.

- If site is unavailable to Motz by other contractors or school activities, schedule may experience delays.
- Equipment such as a bobcat will be used to drill holes for sleeves. Plywood to be used to drive on, or a smaller unit such as a Dingo as necessary.

EXCLUSIONS

Does not include:

- Work not mentioned in the construction overview.
- Fees, licenses, bonding, or engineering (including stamped drawings) costs associated with permitting or design of site or stormwater management requirements.
- Relocating, replacing, repairing, supplying, or reconnecting any existing or proposed utilities including but not limited to; water, irrigation, electric, sanitary, cable, fiber optic, gas, etc. that is not specifically called out above.
- Taxes. Can be removed with appropriate tax-exemption form submitted prior to commencement of work.
- Seed and straw for areas disturbed during project. The plywood is assumed to protect the area. If area is disturbed out of negligence, MotzScapes will remedy.
- Pricing is good for 30 days.

TERMS

Pricing is valid for 45 days. 50% due at execution of proposal and 50% due 30 days after substantial completion.

Company: _____

Company: MotzScapes, LLC

Name: _____

Name: Ross Vocke, General Manager

Date: _____

Date: March 19, 2026

Signature: _____

Signature:

RESOLUTION NO. 45-26

**AUTHORIZING THE CITY MANAGER TO CONTRACT WITH LANDSCAPE FORMS
FOR ADDITIONAL BENCHES AT MCDONALD COMMONS**

WHEREAS, City Council wishes to add additional benches at McDonald Commons Park; and

WHEREAS, it has been determined that the quote provided by Landscape Forms is the best in terms of quality, service and adaptability to the requirements of the City as well as price; and

WHEREAS, the cost of the proposed benches is Eleven Thousand, One Hundred Thirty-Four and 80/100 Dollars (\$11,134.80); and

WHEREAS, the contract exceeds the City Manager's contractual threshold of \$10,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, State of Ohio:

Section 1. That the City Manager is hereby authorized to contract with Landscape Forms for the purchase of additional benches at McDonald Commons Park for a price not to exceed Eleven Thousand, One Hundred Thirty-Four and 80/100 Dollars (\$11,134.80); as outlined in Exhibit A.

Section 2. That the Treasurer is hereby authorized to pay a sum not to exceed is Eleven Thousand, One Hundred Thirty-Four and 80/100 Dollars (\$11,134.80); and upon presentation of proper vouchers thereof.

Section 3. That this Resolution shall take effect from and after the earliest period allowed by law.

This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.

Quote

EXHIBIT A

Date: 05/19/2026
 LF Quote#: 0000466707
 PO#:

Project: City of Madeira - Add'l Benches

Bill To: City of Madeira, Ohio
 ATTN: Accounts Payable
 7141 Miami Ave.
 Madeira, OH 45243

CORPORATE
 7800 E. Michigan Avenue
 Kalamazoo, MI 49048-9543
 P: 800.521.2546 F: 269.381.3455
 www.landscapeforms.com
 Federal I.D.# 38-1897577
 FSC# PBN-COC-001261

Ship To: City of Madeira, Ohio
 ATTN: Edward Winslow
 7141 Miami Ave.
 Madeira, OH 45243

Ship To Contact Phone:513-561-7228
 Ship Via: Common Carrier
 F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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CONTRACT: OMNIA #07-100

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

____ Ship immediately upon completion
 OR Ship On/After the date: _____

5	Towne Square Bench Length: <i>70" Length</i> Insert: <i>Perforated</i> Powdercoat Color: <i>Gloss Black</i> Standard Features: <i>Freestanding/Surface Mountable</i>	\$ 1,968.96	\$ 9,844.80
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Item Total	\$ 9,844.80
Shipping & Handling	\$ 1,290.00
Sub Total	\$ 11,134.80
Estimated Tax	\$ 0.00
Document Total	\$ 11,134.80

Payment Terms: Pending-Net30

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

Cust #: FRXC5
 SSR: Kendra Brown
 Rep: Ohio Team - DR13

Landscape Forms Customer Service

Purchaser

Seller



Quote

Date: 05/19/2026

LF Quote#: 0000466707

PO#:

Project: City of Madeira - Add'l Benches

Bill To: City of Madeira, Ohio
ATTN: Accounts Payable
7141 Miami Ave.
Madeira, OH 45243

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# PBN-COC-001261

Ship To: City of Madeira, Ohio
ATTN: Edward Winslow
7141 Miami Ave.
Madeira, OH 45243

Ship To Contact Phone:513-561-7228

Ship Via: Common Carrier

F.O.B.: Destination

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of standard product orders may incur a penalty charge of 30% or more.
- Orders including modified or custom product (Specials and/or Studio 431) may not be cancelled. If an order is terminated by the customer, payment in full is expected for the product subtotal regardless of current project status.
- Orders including modified or custom product (Specials, Structure and/or Studio 431) are subject to price increase after engineering/ product development is complete and approved by the customer. Modifications in price will be handled via change order.
- All manufacturing of product, as engineered and/or designed by Landscape Forms, shall be performed exclusively by Landscape Forms or its expressly authorized affiliates or subcontractors. Customer shall not engage any third party for the manufacture of said Product without the prior written consent of Landscape Forms.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit and Scenic pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.

Page: 2 of 3

Cust #: FRXC5
SSR: Kendra Brown
Rep: Ohio Team - DR13

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 05/19/2026

LF Quote#: 0000466707

PO#:

Project: City of Madeira - Add'l Benches

Bill To: City of Madeira, Ohio
ATTN: Accounts Payable
7141 Miami Ave.
Madeira, OH 45243

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# PBN-COC-001261

Ship To: City of Madeira, Ohio
ATTN: Edward Winslow
7141 Miami Ave.
Madeira, OH 45243

Ship To Contact Phone:513-561-7228

Ship Via: Common Carrier

F.O.B.: Destination

- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 3 of 3

Cust #: FRXC5
SSR: Kendra Brown
Rep: Ohio Team - DR13

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms

RESOLUTION NO. 46-26

DECLARING SURPLUS/INOPERABLE PROPERTY AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF PROPERTY BY SALE, DONATION OR DISPOSAL

WHEREAS, the City of Madeira owns the property listed in Section 1 below; and

WHEREAS, the City Manager has evaluated the property and found it to be surplus/obsolete for any further city service; and

WHEREAS, in order to dispose of the surplus/obsolete property, the city council must declare its intentions to do so; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, State of Ohio:

Section 1. The following item is hereby declared to be surplus/obsolete property:

- 2015 Chevrolet Tahoe. VIN# 1GLNC2EC6FR517284

Section 2. That the City Manager is hereby authorized to dispose of the above referenced property by making it available for sale to the highest and best bidder, donating it, or disposing of it.

Section 3. Any funds generated from the sale of the property shall be placed in the General Fund.

Section 4. That this Resolution shall take effect from and after the earliest period allowed by law.

This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.



STATE OF OHIO - BUREAU OF MOTOR VEHICLES
CERTIFICATE OF REGISTRATION

PLATE NO.: GCB1032 REG. DATE: 08/31/2025 EXP. DATE: 08/31/2026 ISSUE DATE: 07/02/2025 APP NO.: 406142LD
VALIDATION NO.: 608GCB1032 AGENCY: 2582
OWNER NAME: CITY OF MADEIRA VEHICLE OWNERSHIP: COMMERCIAL USER ID: CT
OWNER ADDR.: 7141 MIAMI AVE OLD APP NO.: 153996KP
CITY: MADEIRA OLD PLATE: GCB1032
STATE OH ZIP: 45243-2616
TAX DISTRICT: MADEIRA
COUNTY: HAMILTON
INSIDE CORP LIMIT: YES VEHICLE CLASS: PASSENGER
VEHICLE YEAR: 2015 ODOMETER READING: 05
BODY TYPE: 4S MAKE: CHEV STATE FEES: \$0.00
CERTIFICATE TITLE NO.: 2302035357 PLATE TYPE: OHIO PRIDE SPECIAL INTEREST \$0.00
VEH. SERIAL NO.: 1GNLC2EC6FR517284 REG TYPE: RENEWAL LOCAL TAX: \$0.00
PURCHASE DATE: 01/30/2015 SUSPENSION/REVOCATION: NO REFL./CO. FEE: \$0.00
DEPUTY FEE: \$0.00
PRIOR OPERATION: YES FEES PAID: YES TOTAL FEES: \$0.00

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without FR coverage.
PROOF OF COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances.
ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL:*Lose his or her driver license until requirements are met on first offense, ONE YEAR on second offense, and TWO YEARS on additional offenses*Pay reinstatement fees of \$40.00 for first offense, \$300.00 for second offense, \$600.00 for third and subsequent offenses*Be required to maintain special FR coverage (SR-22) on file with the Bureau of Motor Vehicles (BMV) for ONE YEAR.
IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE: In addition to all the penalties listed above, you may have*A SECURITY SUSPENSION for TWO YEARS or more and*A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW.
WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.
WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:*AN INSURANCE POLICY showing automobile liability insurance of at least \$25,000 bodily injury per person, \$50,000 injury two or more persons, and \$25,000 property damage*AN INSURANCE IDENTIFICATION CARD (same coverage)*A SURETY BOND OF \$30,000 issued by any authorized surety company or insurance company*A BMV BOND SECURED BY REAL ESTATE having equity of at least \$60,000*A BMV CERTIFICATE FOR MONEY in the amount of \$30,000 on deposit with the Registrar of Motor Vehicles *A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

PROOF OF FINANCIAL RESPONSIBILITY

I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate,

X SIGNATURE ON FILE

SIGNATURE OF OWNER(S)

DATE

WARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2921.13. APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

DO NOT DISCARD. THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.

RESOLUTION NO. 47-26

**AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH BASTION PROPERTY MANAGEMENT FOR RENTAL PREPARATION
AND PROPERTY MANAGEMENT FOR 6930 SHAWNEE RUN ROAD.**

WHEREAS, the City of Madeira requires the need for residential property management services for the house located at 6930 Shawnee Run Road from a qualified firm; and

WHEREAS, routine repairs and maintenance are required prior to selecting a tenant; and

WHEREAS, Bastion Property Management provided a proposal for these repairs; and

WHEREAS, the value of this proposal is Seventeen Thousand, Fifty and 00/100 Dollars (\$17,050.00)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madeira, State of Ohio:

Section 1. That the City Manager is hereby authorized to enter into an agreement with Bastion Property Management for rental repairs with for an amount not to exceed Seventeen Thousand, Fifty and 00/100 Dollars (\$17,050.00) as outlined in Exhibit A.

Section 2. That the Treasurer is hereby authorized and directed pay Bastion Property Management an amount not to exceed Seventeen Thousand, Fifty and 00/100 Dollars (\$17,050.00) upon presentation of proper vouchers thereof.

Section 3. That this Resolution shall take effect from and after the earliest period allowed by law.

This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.

EXHIBIT A

BASTION PROPERTY MANAGEMENT

Estimate

Prepared for: Bastion Property Management
Property: 6930 Shawnee Run Road
City/State/Zip: Madeira, OH 45243

Estimate Date: 5/22/2026

Bastion Office: 18 Main Street, Suite A,
Milford, OH 45150
Contact: 513-202-4244
BastionPMservice@gmail.com

Scope: Repairs and allowances to get property rent ready

Category	Description	Cost
Exterior	Trim overgrowth on bushes and trees, weed exterior of property and clean up	\$1,650.00
Exterior	Powerwash exterior of house	\$1,100.00
Exterior	Clean gutters	\$825.00
Deck	Rear deck repair of rotted deck boards, powerwash and paint deck	\$2,750.00
Interior	Clean entire interior of home including appliances to rent-ready status	\$1,375.00
Interior	Paint all interior ceilings, walls and trim	\$7,700.00
Flooring	Clean and seal floors with BONA hardwood refurbishing product	\$1,650.00
Scope Total		\$17,050.00



Acceptance of Estimate

Authorized Signature: _____

Date: _____

MADEIRA PARKS & RECREATION BOARD
Regular Meeting
May 13, 2026 – 7 pm
Community Room, McDonald Commons Park
Minutes

Attendees

Name	Position	Present	Vol. Hours	Name	Position	Present	Vol. Hours
Lindsay Grome	Chair	√		Alexandra Simons	Member	---	
Cliff McNamara	Co-Vice Chair	---		Hala Elnakat-Thomas	Member	√	
Shane York	Co-Vice Chair	---		Shelly Bailey	Member	√	
Ryan McAleer	Project Chair	---		Lindsey Romick	Member	---	
Kaity Rowe	Council Rep	---		Adam Bange	Member	√	
Jim Taylor	Member	---					
Rob Bogie	Member	√		Michael Norton-Smith	City Manager	---	
Annie Lewis	Member	√		Kennedy Harper	Event Coordinator	√	
Katie Compton-Smith	Member	---		Edward Winstow	Community Coordinator	√	
Christopher Ballweg	Member	√		Jay Roy	Police Liaison	---	

Volunteer hours shown should reflect any P/R related work (events, sub committee meetings, etc) since the end of an individual's last attended board meeting.

Other Attendees – Sarah (Madeira Library)

Call to Order

- 7:05 by Lindsay Grome

Approval of Agenda

- Motion – Rob Bogie
- 2nd – Adam Bange
- All Approved

Approval of April Minutes

- Motion – Rob Bogie
- 2nd – Adam Bange
- All Approved

Volunteer Hours (since April or last attended meeting) – Pending collection in June

Community Participation

- Library Showcase Photos

Old Business

- Vintage Baseball Recap
 - Well attended, nice day, 377 drink ticket purchases, signage for shuttle and more trash cans needed.
- Upcycle Day Recap
 - Went well. Pending discussion in June about setting up as a regular event and standard date.
- Rededication of Bird Sanctuary Recap
 - Went well. Weather looked dicey, but turned nice. Attendees enjoyed the walk and activities. Will Hillenbrand was wonderful – provided great ideas and lots of support.
- Memorial Day Update
 - Mostly ready. Volunteers were set in April.
- Exploratory Programming Survey Results
 - Chris will analyze for next steps, but data reveals that most possibilities are well supported.

New Business

- America 250 Friendly Fourth – Coming together.
 - July 3 Food Vendors – Mostly locked in; favorite Sweats and Meats has gone out of business.
- Parks Board at the Reds Game – July 12 – 1:40pm – Reach out to Lindsay for details.
- Parks Walk Date
 - Adjacent to June meeting, at McDonald Commons.

Reports

- Project Team - Pending
- City Manager – N/A
- City Council: Kaity Rowe – N/A
- Administration - None

UPCOMING Volunteer Opportunities:

- String Source Quartet – 5/16
- Memorial Day - 5/25

- Friendly Fourth – 7/3

Adjourn

- Adjourned at 8:31pm by Lindsay Grome

DRAFT

**Madeira Tree Board
Regular Meeting
May 20, 2026 – 7PM
Council Chambers, Madeira Municipal Building
Minutes**

Attendees

Name	Position	Present	Vol. Hours	Name	Position	Present	Vol. Hours
Mark Zara	Chair	√	4	Jolene Pappas	Member	√	4
Cindy Swift	Member	√	11	Hala Elnakat Thomas	Member/PR Rep	---	
Ryan Merrill	Member	√	3	Jeff Kissel	Member	√	5
Will Sayer	Member/PC Rep	---					
Jodi Whitted	Council Rep/Member	√	5	Edward Winstow	Community Coordinator	√	

Volunteer hours shown should reflect any Tree Board related work (events, sub committee meetings, etc) since the end of an individual's last attended board meeting.

- I. Call to Order
 - a. Called to order at 7:02 pm by Mark Zara
- II. Roll Call (Please include volunteer hours since last meeting)
- III. Approval of Agenda
 - a. Motion – Jolene Pappas
 - b. 2nd – Cindy Swift
 - c. All Approved
- IV. Approval of Minutes from March 10, 2026
 - a. Motion – Ryan Merrill
 - b. 2nd – Jolene Pappas
 - c. All Approved
- V. Council Report
 - a. Police Sergeants, Charter Updates
- VI. New Business
 - a. None
- VII. Old Business
 - a. 2026 Work Plan
 - i. Arbor Day Activities (Cindy) –
 - 1. 119 planted in 2 hours. Discussion on great turnout and next steps. Consensus to move forward with a honeysuckle

removal event in the fall – tentatively November 7, which would free up space to continue reforestation efforts at McDonald Commons.

- ii. Public Education (Jolene) – No changes at this time.
- iii. Tree Ordinance (Cindy)
 - 1. At Planning Commission/Law Director level for review.
- iv. Parks and Rec Coordination –
 - 1. Discussed the Bird Sanctuary event that P/R did, possible future event surrounding trees.
- v. City Coordination
 - 1. Discussed during Arbor Day section.
- vi. Five Year Plan
 - 1. Discussion on laying out a 5+ year plan including intermediate steps and needed resources to reach towards an end goal.

VIII. Adjourn

- a. Adjourned at 8:14 pm by Mark Zara

**Madeira Senior Commission
Regular Meeting
May 21, 2026 – 4:00 PM
Council Conference Room
Minutes**

Attendees

Name	Position	Present	Name	Position	Present
Gerri Schneider	Chair	√	Judy Born	Member	√
Janet Smith	Member	---	Mary Anne Gehring	Member	---
Dottie Wakefield	Member	√	Esther Mwilu (4:17)	Traditions Representative	√
Mark Wiesner	Member	√	Alicia Camper (@4:17)	Council Representative	√
Patty Connelly	Member	---	Ann Kinworthy	Member	---
Staff:		---	Edward Winslow	Community Coordinator	√
Michael Norton-Smith	City Manager	---	Kennedy Harper		---

- I. Call to Order**
 - a. By Gerri Schneider at 4:04 p.m.
- II. Acceptance of Agenda with Additions**
 - a. Added AARP Driving and Field Trips to Old Business
 - b. Motion – Dottie Wakefield
 - c. 2nd – Mark Wiesner
 - d. All approved
- III. Approval of Minutes from April 17, 2026 Meeting**
 - a. Motion – Mark Wiesner
 - b. 2nd – Dottie Wakefield
 - c. All approved
- IV. Community Participation**
- V. Old Business**
 - a. Show Your Sparkle Recap
 - i. Went well – approximately 35 attendees, enjoyed by participants, difficulty in encouraging attendance.
 - b. Community Event
 - i. Mostly set, 4-6pm on 9/14 at X-Golf

- c. 2nd Half Scheduling
 - i. Discussed various dates/times. Moving two events from July.
- d. AARP
 - i. Currently at 9 participants, can take up to 25. Decision made about lunch option for participants.
- e. Field Trips
 - i. All is set for the remainder of the year.

VI. New Business

- a. Senior Symposium
 - i. Jim D'Wolf is checking with prior participants to verify date, planning will accelerate once that is firmed up.
- b. Senior Center Items
 - i. Esther will work on both issues to improve usability.
- c. Christmas Light Contest
 - i. Discussion on date that had been chosen/logistics.

VII. Council Report

- a. Police Sergeants have been approved.

VIII. Adjourn

- a. Adjourned at 5:21 pm by Gerri Schneider

Madeira Police Department Statistics for April 2026

Description	Current Month	Year To Date	2025 Month	2025 Year to Date	Description	Current Month	Year To Date	2025 Month	2025 Year to Date
Hamilton County Calls	195	738	173	724	Alarms	18	94	19	87
Auto Accident Investigations	8	44	12	46	Security Checks	768	3,028	776	3,212
Auto Accident Citations	8	29	10	34	Motorist Assistance	14	55	7	59
Traffic Citations	73	221	54	232	Suspicious Person / Vehicle	20	56	19	63
OVI (DUI) Citations	0	0	0	0	Domestics	0	0	0	1
Cop Contacts	29	72	6	59	Animal Complaints	7	33	8	21
Felony Arrests	1	1	4	6	Animal Citations	0	0	0	0
Misdemeanor Arrests	1	4	4	13	Traffic Complaints	10	41	9	54
Minor Misdemeanor Citations	1	4	0	1	Traffic Details/Directed Patrols	195	829	211	880
Capias/Recites	7	25	20	44	Juvenile Complaints	3	9	3	3
Vacation Checks	293	1,338	288	1,116	Juvenile Arrests	0	0	0	0
Places Found Open	2	7	1	11	Life Squad Assistance	62	270	83	322
Solicitor Complaints	1	5	1	2	Fire Run Assistance	12	64	11	65
Zoning Complaints	1	4	9	9	School Visits	117	525	113	505
					Other Department Assistance	5	23	1	31

Vehicle Assessment – Repair Costs			
Car #/Year/Make	Mileage	Month	Current Year
Car #114 Ram 115	n/a	n/a	\$0:00
Car #125/2025 Tahoe	10,820	\$0:00	\$128.64
Car #219/2019 Tahoe	72,938	\$0:00	\$618.19
Car #98 /2020 Tahoe	64,520	\$0:00	\$438.88
Car #122/2022 Tahoe	44,186	\$0:00	\$66.30
Car #123/2023 Tahoe (K9)	38,072	\$0:00	\$66.30
Car #124/2024 Tahoe	28,826	\$704:00	\$836.60
Car #224/2024 Tahoe	18,939	\$0:00	\$452.33
2019 Tahoe/Detective (119)	84,162	\$0:00	\$689.24
2020 Tahoe/Admin. LT	128,154	\$0:00	\$0:00
2024 Tahoe/Chief	50,583	\$0:00	\$183.87
TOTALS	541,200	\$704:00	\$3,480.35

Mayor's Court Report		
	2026	2025
Fines	\$3,347.00	Fines \$4,588.00
Seatbelt	\$0:00	Seatbelt \$14.00
Costs	\$809.00	Costs \$958.00
Computer Fund	\$475.00	Computer Fund \$550.00
Bonds	\$0:00	Bonds \$0:00
Capias Fees	\$35.00	Capias Fees \$320.00
Expungements	\$0:00	Expungements \$0:00
Total	\$4,666.00	Total \$6,430.00

POLICE CHIEF REPORT

David A. Schaefer
May 25, 2026

- During April, Auxiliary Officers worked:

- Mayor's Court
- Vintage Baseball Game

- LEI Field Training Officer (FTO) – Officer La Rue

This three-day course focused on the proper evaluation techniques and training methodologies to be used in assessing newly appointed employees and to document their progress. The course prepares new and experienced FTO's for all aspects of field training with fundamental and advanced FTO concepts and methods to prepare new officers for solo performance. Course of instruction included:

- Understanding the history, role, and values of FTO's
- Conspectus on adult learning/ teaching theories
- Understanding the documentation process for Field Training
- Leadership, coaching, mentoring and supervisory aspects of FTO
- Legal concepts, risk management, liability, and case law studies

- Advance AR-15 Armorer – Officer Grant

This class provided officers with the skills necessary to perform armorer inspections for wear, as well as diagnose and mitigate more complex malfunctions of gas and piston driven AR-15 style rifles. Instruction also included the thorough measuring and gauging of wear components to evaluate dimensional tolerance as an overall "wellness check" of the rifle and to identify and resolve potential failures before they occur.

- Compliance and Control Tactics – All Officers

The course reviewed law enforcement responsibilities related to rendering medical aid. It addressed constitutional duties, basic emergency care, and tactical considerations to support safe, lawful, and professional interactions with individuals in custody or during traffic enforcement. Included in the course:

- Duty to render aid
- When and How to Render Aid
- Custody and Security
- Motor Vehicle Safety
- Medical Transports and Guard Duties, and
- Use of Force

- Madeira Police Department statistics for April 2026 (attached)



**CITY OF MADEIRA
MEMORANDUM**

DATE: May 26, 2026
TO: Budget and Finance Committee
FROM: Michael C. Norton-Smith, City Manager
 Kristie L. Lowndes, Treasurer
SUBJECT: April 2026 Financial Reports

Below are highlights from the April 2026 - Monthly Financial Reports.

Category	2026 YTD	2025 YTD	% (+/-) YTD	2026 Budget	% of Total Revenue	% of Budget Amount	% of Total Revenue	Payment Notes
Real Estate/Property Tax	2,049,391	2,057,110	-0.4%	4,000,000	32.8%	51.23%	16.8%	Semiannual (April/September)
Earnings Tax	2,585,614	2,554,715	1.2%	5,814,000	47.6%	44.47%	21.2%	April/May Peak Collections
Admissions Tax	108,849	101,644	7.1%	317,000	2.6%	34.34%	0.9%	
RollBack/Homestead	-	-	#DIV/0!	512,000	4.2%	0.00%	0.0%	Semiannual (May/October)
JEDZ Tax/Fees	232,668	248,449	-6.4%	641,845	5.3%	36.25%	1.9%	
EMS Billing Proceeds	77,189	63,491	21.6%	215,000	1.8%	35.90%	0.6%	
Fines/Court Costs	15,007	23,994	-37.5%	89,792	0.7%	16.71%	0.1%	
Building Permit Fees	58,380	58,321	0.1%	175,099	1.4%	33.34%	0.5%	
Investment Income	91,282	92,549	-1.4%	150,000	1.2%	60.85%	0.7%	
Total G.F. Revenue	5,315,822	5,253,966	1.2%	12,210,488	100.0%	43.53%	43.5%	
Total G.F. Expenses	3,546,440	3,010,938	17.8%	12,933,875		27.42%		
State Permissive Tax	52,883	53,307	-0.8%	172,186	23.5%	30.71%	7.21%	
Gasoline Tax	159,585	157,443	1.4%	500,000	68.1%	31.92%	21.75%	
County Tag Tax	19,426	20,043	-3.1%	61,526	8.4%	31.57%	2.65%	
SR-21 Street Road Revenue	231,894	230,792	0.5%	733,712	100.0%	31.61%	31.61%	

ORDINANCE NO. 26-05

ORDINANCE DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT TO THE ELECTORS OF THE CITY OF MADEIRA, AT THE NOVEMBER 3, 2026 GENERAL ELECTION, AMENDMENTS TO THE CITY CHARTER FOR THE PURPOSE OF MODERNIZING THE DOCUMENT.

WHEREAS, the City of Madeira is a Chartered Municipality in the State of Ohio; and

WHEREAS, City Council desires to adopt certain amendments to the Charter of the City of Madeira.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Madeira, State of Ohio that:

Section 1. The amendment to **Article II** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 1. The amendment to **Article II** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. The amendment to **Article III** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 3. The amendment to **Article IV** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 4. The amendment to **Article V** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 5. The amendment to **Article VI** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 6. The amendment to **Article VII** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 7. The amendment to **Article VIII** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 8. The amendment to **Article X** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 9. The amendment to **Article XI** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 10. The amendment to **Article XII** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 11. The amendment to **Article XIII** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 12. The amendment to **Article XIV** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 13. The amendment to **Article XVI** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 13. The amendment to **Article XVII** of the Charter of the City of Madeira is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 14. The amendments attached hereto as **Exhibit A** shall be submitted to the electors of the City of Madeira at the general election to be held on the 3rd day of November, 2026, at the regular places of voting in the City, as established by the Hamilton County Board of Elections.

Section 15. The City Clerk is hereby directed to certify a copy of this Ordinance to the Board of Elections of Hamilton County, Ohio, and the Clerk is directed to provide such documents in any form deemed appropriate by the Board of Elections, and to provide notice of the proposed Charter amendments to the electors of the City of Madeira, as required by law.

Section 16. All formal action of this Council concerning and relating to the adoption of this Ordinance occurred in an open meeting of this Council, and all deliberations of this Council, and of any of its committees that resulted in such formal action, occurred during meetings open to the public in compliance with the law.

Section 17. This Ordinance provides for the submission of questions to the electorate and said amendments and procedural overviews shall become effective immediately upon the passage of the Charter amendments pursuant to Article XIV, Section 5 of the Charter.



MEMO

TO: City Council of Madeira, Ohio

FROM: Brian W. Fox

DATE: August 12, 2024

RE: Executive Summary - Charter Updates

The attached proposed revisions were the product of several meetings between City staff, the Law & Safety Committee, and the Law Director. The revisions were undertaken to modernize the City Charter of Madeira, Ohio (the “Charter”) and to make the Charter more responsive to the modern administrative environment. In the bullet points that follow, the proposed changes are summarized for ease of analysis.

- As an initial matter, note the preamble: “It is no more difficult to amend the charter than to adopt it originally, and its provisions may periodically be reviewed and revised to meet changing conditions and needs. This flexibility is, indeed, one of the advantages of the charter.”
- Throughout the Charter, references to gender (“he” or “his/her”) have been replaced with “their/they” or the office referenced by the subject provision.
- In Article II of the Charter (Form of Government and Municipal Powers), the following was added to clarify the nature of the City’s home rule authority - “The Mayor, Members of Council, and all officers and employees holding office at the time an amendment to the charter takes effect shall continue in office without further appointment subject to the provisions of the charter...In the event that any provision of this charter is found by a court of competent jurisdiction in a final decision to be unconstitutional or impermissibly in conflict with state or federal law, the remainder of this charter will remain in full force and effect.”
- In Article III, Section 3 (Meetings), the electronic provision of notice was added.
- In Article III, Section 4 (Quorum and Voting), the following sentence was moved to Article XI, Section 1 (Time and Taking Effect) - “Every ordinance and every resolution having the force or effect of law shall be read on 3 separate days before its passage, unless such requirement is dispensed with by affirmative vote of at least 5 members of Council.”

- In Article III, Section 5 (Removals and Vacancies), the phrase “whether by absence, misconduct, or resignation” was added with an eye toward reflecting the potential for resignations.
- In Article IV, Section 2 (Powers and Duties), the final paragraph was revised to better reflect the present administrative environment for municipalities - “If the Manager is unable to perform their duties for an extended period of time, Council may appoint a qualified person to perform the duties of the Manager until their return.”
- In Article IV, Section 5 (Contracts and Purchases), the second sentence was changed to the following: “Members of Council and the Manager shall agree, annually, on an administrative threshold amount for approving contracts and purchases. Any contracts and purchases involving an expenditure greater than that threshold amount require authorization by ordinance of Council. All other contracts and purchases involving an expenditure less than that threshold amount may be administratively approved by the Manager.”
- In Article IV, Section 5 (Contracts and Purchases), the final paragraph was revised so that it is more easy to understand and now reads, “After receipt of bids where required, Council may authorize the Manager to reject all bids or make the subject purchase from, or execute the subject contract with, the bidder who offers the best proposal in terms of price, quality, service, and adaptability to the requirements of the municipality.”
- In Article VII, Section 2 (Powers and Duties), the phrase “and the legislative enactments of the municipality” replaced the more ambiguous “including all statutes now or hereafter enacted.”
- In Article VII, Section 2 (Powers and Duties), the requirement that the Planning Commission submit to Council a list of capital improvements for the next five years was removed.
- In Article XII, Section 3(B) (Referendum), the words “or not” were removed given the word “whether” already implies the negative possibility.
- With respect to the process for amending the Charter, Article XIV, Section 5(A) (Amending the Charter), “This charter may be amended in the following manner, as provided by the Constitution of Ohio. Amendments to this charter may be submitted to the electors of the municipality by a 2/3 vote of Council...” Provided further, Subsection D states, “The ordinance providing for the submission of such question must require that it be submitted to the electors at the next regular municipal election if one will occur not less than 60 days or no more than 120 days after its passage; otherwise, it must

provide for the submission of the charter amendment at a special election to be called and held within that time. To submit a proposed charter amendment to the electors at a special election, the Council must establish the date for the election.”

**CHARTER
MADEIRA, OHIO**

TABLE OF CONTENTS

Section

PREAMBLE

ARTICLE I. PURPOSE, NAME, AND BOUNDARIES

ARTICLE II. FORM OF GOVERNMENT AND MUNICIPAL POWERS

ARTICLE III. COUNCIL

1. Members and terms
2. Qualifications
3. Meetings
4. Quorum and voting
5. Removals and vacancies
6. Salaries
7. Mayor
8. Vice Mayor

ARTICLE IV. MANAGER

1. Appointment
2. Powers and duties
3. Interference by Council
4. Expenditures
5. Contracts and purchases
6. Salary

ARTICLE V. OTHER OFFICIALS

1. Clerk
- ~~2. Treasurer~~
- ~~3~~2. Law Director
- ~~4. Combination of offices (Clerk-Treasurer)~~
- ~~5~~3 Salaries

ARTICLE VI. APPOINTMENTS AND REMOVALS

1. Appointment and removal of officials
2. Creation and abolishment of offices

ARTICLE VII. PLANNING COMMISSION

1. Appointment
2. Powers and duties
3. Action of Council necessary

ARTICLE VIII. CIVIL SERVICE

1. Civil Service Commission
2. Duties of the Commission
3. Classification of service
4. Civil Service Commission's procedures
5. Rules and regulations of the Civil Service Commission

ARTICLE IX. POLICE AND FIRE PROTECTION

1. Powers
2. Police protection
3. Fire protection

ARTICLE X. FINANCES

1. Taxes
2. Extra levy
3. Budget
4. Appropriation ordinance
5. Audits
6. Capital improvement reserve fund

ARTICLE XI. ORDINANCES AND RESOLUTIONS

1. Time of taking effect

ARTICLE XII. INITIATIVE, REFERENDUM, AND RECALL

1. Powers reserved
2. Initiative
3. Referendum
4. Recall

ARTICLE XIII. NOMINATIONS AND ELECTIONS

1. Elections
2. Nominations
3. Ballots
4. Conduct of elections and canvass of votes
5. Who elected

ARTICLE XIV. GENERAL PROVISIONS

1. Publicity of records
2. Personal interest
3. Official bonds
4. Separability
5. Amending the charter

ARTICLE XV. EFFECTIVE DATE AND EFFECTS OF ADOPTION

1. Effective date
2. Effect on present offices
3. Effect on present ordinances
4. Effect on present contracts

ARTICLE XVI. MADEIRA HISTORIC DISTRICT PRESERVATION

ARTICLE XVII. BOARD OF ZONING APPEALS

1. Appointment and Qualifications
2. Meetings
3. Powers and Duties
4. Variances

FOR THE PURPOSES OF THIS CHARTER:

~~The masculine gender shall include the feminine and the neuter, the feminine gender shall include the masculine and the neuter, and the neuter gender shall include the masculine and feminine, unless the context otherwise requires.~~ The singular form of a word shall include the plural and the plural form of a word shall include the singular, unless the context otherwise requires.

PREAMBLE

This charter is the fundamental law to provide the maximum of home rule to the people of Madeira. It supersedes many of the statutory laws of Ohio relative to municipal government. This right to adopt a charter for the self-government of the municipality is granted by the Constitution of Ohio.

The charter has been drafted to provide for a Council-Manager form of government. It is intended to provide a government responsive to the will of the people of Madeira, and capable of translating their wishes into effective action economically and without undue delay. An elected Council is charged with the full responsibility for passage of laws and for general supervision of the affairs of the government. Full responsibility for the actual administration of the laws and the executive conduct of the affairs of the municipality is, however, placed in the hands of a competent Manager, who must answer to Council but who is otherwise free from interference and pressure. The charter simplifies the form of government which would otherwise be imposed when Madeira becomes a city in 1960 or 1961, eliminating some of the more complicated requirements of a non-charter city government.

It is no more difficult to amend the charter than to adopt it originally, and its provisions may periodically be reviewed and revised to meet changing conditions and needs. This flexibility is, indeed, one of the advantages of the charter.

There will be a special election in the village on Tuesday, August 4, 1959, for the purpose of voting on

the adoption of the charter. Please do not fail to vote at that time.

THE CHARTER COMMISSION OF MADEIRA, OHIO

William G. Blankemeyer
J. Paul Bowling
Anthony J. DeCenso
Mrs. Arnold Johnson
Robert L. Kessler
Ray P. Keys
James H. King
Weisbrod Richard J. Wenstrup

Robert L. Kinner
Harry E. Messerly
Carl A. Schneider
Clayton Strider
Norman S. Tiffany
John Q. Vance
Mrs. Phila L.

The charter was adopted by the voters at the special election held on August 4, 1959. Since that time the charter has been amended several times. The list of those amendments and the date of approval by the electorate follows and is certified as correct.

Art. III, § 1 adopted by the voters 11-2-1981
Art. III, § 3 adopted by the voters 11-3-1998
Art. III, § 5 adopted by the voters 5-2-2017
Art. III, § 7 adopted by the voters 11-2-1981
Art. III, § 7 adopted by the voters 11-4-1986
Art. III, § 8 adopted by the voters 11-4-1986
Art. IV, § 1 adopted by the voters 5-2-2017
Art. IV, § 2 adopted by the voters 11-4-1975
Art. IV, § 5 adopted by the voters 11-2-1981
Art. IV, § 5 adopted by the voters 11-3-1998
Art. IV, § 5 adopted by the voters 11-8-2011
Art. V, § 1 adopted by the voters 11-2-1981
Art. V, § 1 adopted by the voters 5-2-2017
Art. V, § 2 adopted by the voters 11-2-1981
Art. V, § 2 adopted by the voters 11-3-1998
Art. V, § 2 adopted by the voters 5-2-2017
Art. V, § 3 adopted by the voters 11-2-1981
Art. V, § 3 adopted by the voters 11-3-1998
Art. V, § 3 adopted by the voters 5-2-2017
Art. V, § 4 adopted by the voters 11-2-1981
Art. V, § 4 adopted by the voters 5-2-2017
Art. VII, § 1 adopted by the voters 11-4-1986
Art. VII, § 1 adopted by the voters 11-8-2011
Art. VII, § 1 adopted by the voters 5-2-2017
Art. VII, § 2 adopted by the voters 5-2-2017
Art. VII, § 3 adopted by the voters 11-2-1981
Art. VII, § 3 adopted by the voters 5-2-2017
Art. VII, § 4 adopted by the voters 11-3-1998
Art. VII, § 4 adopted by the voters 5-2-2017
Art. VIII, § 1 adopted by the voters 11-3-1998
Art. VIII, § 2 adopted by the voters 11-3-1998
Art. VIII, § 3 adopted by the voters 11-3-1998
Art. VIII, § 4 adopted by the voters 11-3-1998

Art. VIII, § 5 adopted by the voters 11-3-1998
Art. X, § 2 adopted by the voters 5-16-1965
Art. X, § 5 adopted by the voters 11-4-1975
Art. X, § 5 adopted by the voters 6-2-1992
Art. XI, § 1 adopted by the voters 11-2-1981
Art. XI, § 1 adopted by the voters 5-2-2017
Art. XII, § 1 adopted by the voters 11-3-1998
Art. XII, § 1 adopted by the voters 11-8-2011
Art. XII, § 2 adopted by the voters 11-3-1998
Art. XII, § 2 adopted by the voters 11-8-2011
Art. XII, § 2 adopted by the voters 5-2-2017
Art. XII, § 3 adopted by the voters 11-3-1998
Art. XII, § 3 adopted by the voters 11-8-2011
Art. XII, § 3 adopted by the voters 5-2-2017
Art. XIII, § 1 adopted by the voters 11-3-1998
Art. XIII, § 2 adopted by the voters 11-2-1982
Art. XIII, § 2 adopted by the voters 11-3-1998
Art. XIII, § 3 adopted by the voters 5-16-1965
Art. XIV, § 5 adopted by the voters 11-2-1981
Art. XIV, § 5 adopted by the voters 11-8-2011
Art. XVI, adopted by the voters 11-4-2014
Art. XVII, adopted by the voters 05-02-2017

ARTICLE I. PURPOSE, NAME, AND BOUNDARIES

We, the people of the municipal corporation of Madeira, Ohio, in order to determine for ourselves the form of its government and the manner in which its powers of home rule are to be exercised, do hereby adopt the following as the charter of our municipality.

The present municipality known as the Village of Madeira, Ohio, shall continue to be a body politic and corporate, under the name of the Village of Madeira, or the City of Madeira, as its population requires. The boundaries of the municipality shall upon adoption of this charter be the same as those immediately theretofore existing, but without limitation upon the future exercise by the municipality all of such power and authority as may be provided it by the general laws of Ohio in connection with the change of municipal boundaries by annexation or detachment.

ARTICLE II. FORM OF GOVERNMENT AND MUNICIPAL POWERS

Under the Council-Manager form of government provided by this charter all legislative powers of the municipality, except as reserved in this charter to the electors, shall be vested in an elected Council and the administrative powers of the municipal government shall be vested in a Manager appointed by such Council.

Under this charter the municipality shall have home rule and all the powers of local self-government and all other powers possible for it to have under the Constitution of the State of Ohio, and all powers that now are or may hereafter be granted it by the laws of Ohio.

Except in those cases in which the manner of the exercise of such powers may not be modified by or

pursuant to charter or ordinance, they shall be exercised in the manner prescribed by this charter, or, if such manner is not herein prescribed, in such manner as may be prescribed by ordinance, or, if not prescribed by ordinance, in such manner as may be prescribed by general law.

The Mayor, Members of Council, and all officers and employees holding office at the time an amendment to the charter takes effect shall continue in office without further appointment subject to the provisions of the charter.

In the event that any provision of this charter is found by a court of competent jurisdiction in a final decision to be unconstitutional or impermissibly in conflict with state or federal law, the remainder of this charter will remain in full force and effect.

ARTICLE III. COUNCIL

§ 1 MEMBERS AND TERMS.

The municipal Council shall consist of 7 members, elected at large for a term of 4 years, commencing on the first day of December next after such election, except that for the first election after passage of this charter amendment, 3 members shall be elected for 4 year terms and 4 members shall be elected for 2 year terms. Thereafter, an election shall be held every 2 years. The members of Council shall serve until their successors are chosen and qualified. A member who has served more than half of a term shall be credited with having served that term. A member shall not be eligible to serve more than 3 consecutive terms either as a Council member and/or Mayor.

~~(Amendment passed by the voters 11-2-1981)~~

§ 2 QUALIFICATIONS.

Members of Council shall be electors of the municipality and shall, as of the date of their election, have resided therein since at least the ~~next preceding~~ previous general election.

§ 3 MEETINGS.

Council shall hold not less than one meeting in each calendar month at such time and place as may be designated for its regular meetings by rule or ordinance. In addition, on the first day of December after its election, Council shall hold an installation and organizational meeting. Unless notice is provided to the contrary, that meeting shall be held at 7:30 p.m. at the municipal building. Special meetings may be called by the Mayor or by any three ~~m~~Members of Council on notice, in writing, delivered to each other ~~m~~Member in person, by electronic mail, or left at the ~~Council member's home~~Member's residence at least ~~24~~48 hours in advance thereof.

~~(Amendment passed by the voters 11-3-1998)~~

§ 4 QUORUM AND VOTING.

A majority of the ~~m~~Members of Council shall constitute a quorum to do business, but a lesser number may adjourn from time to time and compel the attendance of absent ~~m~~Members as provided by ordinance. ~~Every ordinance and every resolution having the force or effect of law shall be read on 3 separate days before its passage, unless such requirement is dispensed with by affirmative vote of at least 5 members of Council.~~ The affirmative vote of at least 4 ~~m~~Members, except as otherwise prescribed in this charter, shall be necessary to the passage of any such measure having the force or effect of law, and all votes thereon shall be taken by roll call and the yeas and nays entered upon the journal. Council may adopt

rules, not inconsistent with this charter, governing its own proceedings and other matters pertaining to the exercise of its powers and performance of its duties.

§ 5 REMOVALS AND VACANCIES.

During the term of their office, Members of Council shall not be employed by the government of this municipality, but may hold any other compatible public office or employment. Any ~~m~~Member who ceases to be a resident of this municipality shall thereby forfeit ~~thei~~r office as such. Council may, after notice and hearing, and with the concurrence of five of its ~~m~~Members, declare vacant the seat of any ~~m~~Member who at any time fails, for 90 days and without reasonable cause, to attend any regular meeting of Council or who is guilty of misconduct in ~~thei~~r office as ~~Councilman~~.~~Member of Council~~. When the seat of any ~~m~~Member becomes vacant, ~~it – whether by absence, misconduct, or resignation – such seat~~ shall be filled for the unexpired term by Council, at least 4 four of its ~~m~~Members concurring in the election of the successor. If Council fails within 60 days to fill such vacancy, the Mayor shall select the successor.
(Amendment passed by the voters 05-02-2017)

§ 6 SALARIES.

Salaries of ~~Councilmen~~Members of Council shall be established by ordinance. Additional compensation may be established for the Mayor by ordinance. Salaries of the ~~Councilmen~~Members of Council and Mayor shall not be changed during their term of office, nor by any ordinance passed subsequent to the final date on which they could be nominated for such office.

§ 7 MAYOR.

Council shall at its installation meeting choose one of its ~~m~~Members as Mayor to serve for a two-year term. The ~~m~~Member chosen as Mayor must receive the affirmative vote of four or more ~~m~~Members of Council. The Mayor shall, in addition to the powers, rights and duties as a ~~m~~Member of Council preside at all its meetings and be recognized as the official head of the municipality for all ceremonial purposes, by the Governor for military purposes, and by the courts for purposes of serving civil process. The Mayor shall have jurisdiction in civil and criminal cases as provided by law.
(Amendment passed by the voters 11-2-1981; Amendment passed by the voters 11-4-1986)

§ 8 VICE MAYOR.

Council shall at its installation meeting choose one of its ~~m~~Members as Vice Mayor to serve as such for a two-year term. The ~~m~~Member chosen as Vice Mayor must receive the affirmative vote of four or more ~~m~~Members of Council. The Vice Mayor shall exercise all the powers and perform all the duties of the Mayor in case of temporary absence or disability of the Mayor and shall succeed to this office in case of vacancy.
(Amendment passed by the voters 11-4-1986)

ARTICLE IV. MANAGER

§ 1 APPOINTMENT.

Council shall appoint a Manager who shall be the chief executive and administrative officer of the municipality. ~~He~~The Manager shall be appointed for an indefinite term, subject to removal as provided by this charter. ~~He~~The Manager shall be chosen solely on the basis of ~~thei~~r executive and administrative qualifications, with special reference to ~~thei~~r actual experience in, or knowledge of, accepted practice in

respect to the duties of ~~the~~isr office as hereinafter set forth.

No ~~Councilman~~Member of Council shall receive such appointment during the term for which ~~they~~ shall have been elected, nor within one year after the expiration of such term.

~~(Amendment passed by the voters 05-02-2017)~~

2 POWERS AND DUTIES.

The Manager shall be responsible to Council for the proper administration of all the affairs of the municipality and the enforcement of all its laws and ordinances, except as herein otherwise provided, and to that end ~~they~~ shall have exclusive authority to make all appointments, suspensions, and removals of employees in the departments and offices under ~~the~~isr control, including, without limitation, the chief of police, the heads of all such departments and offices, and all personnel subordinate to them, but subject to such restrictions as may be imposed upon such authority of the Manager under and pursuant to the provisions of Article VIII of this charter relative to the civil service at such time as the municipality becomes a city.

~~He~~The Manager shall attend all meetings of Council, with the right to participate in its discussions but without the right to vote; and ~~they~~ shall attend meetings of any committee of Council when so requested by such committee.

~~He~~The Manager shall prepare and submit to Council the annual budget and the annual appropriation ordinance and be responsible for the administration of them after their adoption.

~~He~~The Manager shall prepare and submit to Council as of the end of each fiscal year a complete report on the finances and administrative activities of the municipality for such year.

~~He~~The Manager shall prepare and submit to Council each month a report showing the conditions of all appropriated funds.

~~He~~The Manager shall serve as chief executive officer over all departments except that ~~they~~ shall not have jurisdiction or authority over, or serve as, the Clerk, ~~Treasurer, Clerk-Treasurer,~~ or Solicitor.

~~He~~The Manager shall issue all licenses and permits pursuant to ordinances and perform all other duties prescribed for ~~them~~ in this charter or imposed on ~~them~~ by any measure of Council.

~~The~~If the Manager ~~may by letter filed with the Clerk designate a qualified person, subject to the approval of Council~~ ~~is unable~~ to perform ~~their~~ duties ~~during his temporary absence or disability. In the event such designation is not made for an extended period of time,~~ Council may appoint a qualified person to perform the duties of the Manager until ~~their~~ return ~~or the end of his disability.~~

~~(Amendment passed by the voters 11-4-1975)~~

§ 3 INTERFERENCE BY COUNCIL.

Neither Council, its committees or ~~m~~Members, nor the Mayor, shall direct or request the appointment of any person to, or ~~the~~isr suspension or removal from, office or employment by the Manager, or in any manner take part in the appointment, discipline, or removal of subordinates and employees in the administrative service of the municipality. Council, its committees and members, shall deal with that portion of the service of the municipality for which the Manager is responsible solely through the

Manager, and neither Council, nor its committees or members, shall give any orders to any subordinate of the Manager. Violation of this section shall be deemed misconduct in office. Council may, however, inquire into the conduct of any office or department, the performance of any contract, or any of the affairs of the municipality, and may in the exercise of such power compel or authorize one of its committees to compel the attendance and testimony of witnesses and the production of books, papers, and other evidence under penalty of law.

§ 4 EXPENDITURES.

All expenditures of municipal funds shall ~~be upon warrants signed by the Treasurer (or Clerk-Treasurer) and countersigned by the Manager. Such expenditures shall~~ be made only upon authorization of the Manager. Such authorization shall in each case include certification that the expenditure is covered by an appropriation in the annual appropriation ordinance or some amendment thereto and that unexpended funds within such appropriation, sufficient to cover such expenditure, are on hand and available for the payment thereof.

§ 5 CONTRACTS AND PURCHASES.

The Manager shall execute and deliver all contracts and make all purchases for the municipality, except franchise for public utility services. ~~All Members of Council and the Manager shall agree, annually, on an administrative threshold amount for approving contracts and purchases. Any contracts and purchases involving an expenditure for more greater than \$10,000 shall be authorized that threshold amount require authorization~~ by ordinance or resolution of Council. ~~All other contracts and purchases involving an expenditure less than that threshold amount may be administratively approved by the Manager.~~ No contract involving the expenditure of an amount in excess of that set forth in the applicable provision of the Ohio Revised Code as amended, for the construction, maintenance or repair of any public work or improvement by a private contractor, and no purchase in excess of such amount, shall be made, except after advertising at least once and for at least one week ~~in a newspaper of general circulation~~ in the municipality and the receipt of written bid or bids, unless in case of emergency which will not admit of delay. In lieu of the advertising set forth herein, the city may proceed to obtain bids pursuant to any other notice or advertising procedures that may be authorized for municipalities by the Ohio Revised Code. Where such a contract or a purchase is made by the Manager in such an emergency, ~~he/she/they~~ shall fully report thereon to Council at its next meeting thereafter. No contract not constituting a franchise for public utility service shall be made for a term of longer than five years. All contracts shall be approved as to form by the Solicitor before they are executed by the Manager.

Purchases may be made simultaneously with purchases by other governmental bodies and in cooperation with their officers.

After receipt of bids where required, Council may authorize the Manager to ~~reject all bids or make the subject purchase or from, or execute the subject contract from or with, the bidder who in its judgment offers the best proposal in terms of price, quality, service, and adaptability to the requirements of the municipality, as well as price, or may direct the rejection of all bids.~~
(Amendment passed by the voters 11-2-1981; Amendment passed by the voters 11-3-1998; Amendment passed by the voters 11-8-2011)

§ 6 SALARY.

Council shall establish the salary of the Manager by ordinance.

ARTICLE V. OTHER OFFICIALS

§ 1 CLERK.

Council shall appoint a Clerk who shall attend all meetings of Council, keep its records, and perform all duties prescribed for ~~him~~the Clerk in this charter, and such additional duties as may be imposed upon ~~him~~the Clerk by any measure of Council or by general law. ~~His~~The Clerk's appointment shall be for 2 years, concurrent with the term of Council appointing ~~them~~.

~~(Amendment passed by the voters 11-2-1981; Amendment passed by the voters 05-02-2017)~~

~~§ 2 TREASURER.~~

~~Council shall appoint a Treasurer who shall serve as the fiscal and accounting officer of the municipal government. The Treasurer shall be responsible for the receipt and deposit of all funds of the municipality, for the collection of all monies due the municipality, and shall sign all checks and vouchers for the disbursement of the funds of the municipality. The Treasurer shall demand and receive from the County Treasurer the taxes levied and assessments made and certified by the legislative authority, monies from employees and officials of the municipality who are authorized to collect such monies and monies accruing to the municipality from any judgements, fines, penalties, forfeitures, licenses, costs taxed in Mayor's court, and debts due the municipal corporation. He/she shall be the custodian of the official bonds of others, and of instruments for the payment of money of the municipality, and shall perform all other financial duties imposed upon him/her by any measure of Council or by general law. His/her appointment shall be for two years, concurrent with the term of Council appointing him/her. (Amendment passed by the voters 11-2-1981; Amendment passed by the voters 11-3-1998; Amendment passed by the voters 05-02-2017)~~

§ 32 LAW DIRECTOR.

Council shall appoint a Law Director who shall be an attorney-at-law admitted to practice in Ohio.

The Law Director shall be the legal advisor of, and attorney and counsel for, the municipal government, and all officers and departments thereof in any matters relative to their official duties, and shall, when requested, give legal opinions in writing. ~~He/she~~The Law Director shall represent the municipality in all litigation to which it may be a party, and shall upon request of the Mayor prosecute for violations of law in actions before the Mayor. ~~He/she~~The Law Director shall, on request, prepare all contracts, bonds, and other written instruments in which the municipality is concerned, and shall endorse on each ~~his/her~~their approval of the form and correctness thereof. ~~He/she~~The Law Director shall perform all other duties of a legal nature imposed on ~~him/her~~them by any measure of Council. ~~His/her~~The Law Director's appointment shall be for two years concurrent with the terms of Council appointing ~~him/her~~them, subject to removal in accordance with Article VI, § 1 of this charter. Nothing herein, however, shall prohibit Council from retaining additional legal counsel as it may deem appropriate from time to time. In addition, nothing shall limit Council contracting for legal services performed by professionals in a law office of the Law Director. Any contract with the Law Director for legal services shall terminate upon removal from office or upon conclusion of the term of appointment, whichever occurs first. ~~(Amendment passed by the voters 11-2-1981; Amendment passed by the voters 11-3-1998; Amendment passed by the voters 05-02-2017)~~

~~§ 4 COMBINATION OF OFFICES (CLERK-TREASURER).~~

~~Council may, effective at any time on or after December 1, 1959, and regardless of the term for which the incumbents thereof may have been appointed, by ordinance combine the offices of Clerk and Treasurer,~~

~~allowing one individual to perform the functions of both offices. The person appointed to perform such combined functions shall be known as Clerk-Treasurer. His appointment shall be for 2 years, concurrent with the term of Council appointing him. (Amendment passed by the voters 11-21-981; Amendment passed by the voters 05-02-2017)~~

§ 53 SALARIES.

Council shall establish the salaries of the Clerk, ~~Treasurer, or Clerk-Treasurer~~, and the compensation of the Law Director, by ordinance.

ARTICLE VI. APPOINTMENTS AND REMOVALS

§ 1 APPOINTMENT AND REMOVAL OF OFFICIALS.

No appointment shall be made by Council except by majority vote. Council may remove any official which it has appointed, but such removal shall be affected, unless the appointee in writing waives these provisions, only by affirmative vote of 5 or more members of Council at a regular meeting of Council. Council shall notify the appointee that it proposes to remove ~~them~~ from office, stating its reasons for such proposed removal and the time and place of the meeting at which it proposes to take such action; such notice shall be given in writing delivered to ~~him~~the appointee in person or left at ~~his home~~their residence at least 7 days in advance of such meeting. The appointee shall be entitled to be heard at such meeting, to present evidence ~~in his~~on their own behalf, and to examine witnesses appearing in support of any charge against ~~them~~. The action of Council in such matters shall, however, be final, and subject to no appeal, it being the intention of this charter to vest all authority and fix all responsibility for any such removal in the Council. Council may in any event suspend such appointee from office pending such meeting and final decision with regard to ~~their~~ removal.

§ 2 CREATION AND ABOLISHMENT OF OFFICES.

Council shall not abolish any office or diminish or transfer any powers or duties prescribed in this charter. Council may, however, by ordinance establish, abolish, divide, or combine, and may determine the functions, powers, and duties of, any office or department not prescribed in this charter. ~~Appointees to the offices of Clerk and Treasurer shall hold their such appointments subject to loss of office through combination of their offices and such combination during their terms shall not be deemed a removal within the provisions of this article.~~

ARTICLE VII. PLANNING COMMISSION

§ 1 APPOINTMENT.

The Planning Commission shall consist of seven members, all of whom shall be appointed by Council. All persons appointed as members of the Commission shall be qualified electors of the municipality. As of December 31, 2017, all existing terms shall be vacated. Council shall make initial appointments effective January 1, 2018, as follows: three persons shall be appointed as members for terms of four years, ending December 31, 2021, and four persons shall be appointed as members for terms of two years, ending December 31, 2019. Thereafter, all persons shall be appointed for four-year terms beginning January 1 of the appointed year and shall continue in office until ~~his or her~~their successor is appointed. Any vacancies shall be filled in the manner in which the original appointment was made to serve for the respective unexpired term.

One member of Council shall be appointed to the Commission and shall be the only paid city official on the Commission. The member of the Commission appointed thereto as a member of Council, and any successor, shall serve on the Commission only during their respective term of the appointing Council. ~~(Amendment passed by the voters 11-4-1986; Amendment passed by the voters 11-3-1998; Amendment passed by the voters 11-8-2011; Amendment passed by the voters 05-02-2017)~~

§ 2 POWERS AND DUTIES.

The Commission shall have all the powers granted to, and perform all the duties imposed upon, planning commissions and plating commissioners by the laws of Ohio, ~~including all statutes now or hereafter enacted, and the legislative enactments of the municipality.~~

The Commission shall adopt, and from time to time amend or modify, a general plan for the municipality. ~~It shall also submit annually to the Manager, not less than ninety days prior to the beginning of the budget year, a list of capital improvements which in the opinion of the Commission are necessary or advisable to be constructed during the 5 year period then next ensuing. Such list shall be arranged in order of preference, with recommendations as to the scheduling of projects.~~

The Commission shall consider all petitions for amendment of the zoning plan of the municipality referred to it by Council, and may on its own initiative propose amendments to such zoning plan.

The Commission may conduct studies of, and related to, zoning and land use planning for the municipality, and report to Council the results of such studies, together with its recommendations.

The Commission shall meet ~~not less than~~ once each month and keep a public record of its findings, resolutions, and determinations. ~~The Commission need not meet if there is no business.~~
~~(Amendment passed by the voters 05-02-2017)~~

§ 3 ACTION OF COUNCIL NECESSARY.

No plan or code or amendment or modification thereof made, proposed, or prepared by the Commission shall become effective unless and until embodied in an ordinance passed by Council.

Petitions for change in the zoning plan or law shall be filed with the Clerk, accompanied by a proposed ordinance effecting the change desired and by such other information and data as the Commission may require. Such petitions shall be reported by the Clerk to Council which shall forthwith refer them to the Commission. The Commission shall hold public hearing thereon, with notice of the time and place thereof posted on the official website of the municipality or other official electronic media platform, and in the lobby of the municipal building at least 10 days in advance of such hearing. The Commission shall, in addition, give notice of any such hearing by letter to property owners where property is located within 200 feet of the subject property and other deemed interested parties by the City Manager, deposited in the mail 10 days in advance of such hearing and addressed to their last known residences, in those cases where the proposed change does not directly affect more than 30 such owners. Following such hearing and within 45 days after reference of such petitions to the Commission, it shall report to Council its recommendation with regard to the proposed change. Following receipt of such report, Council shall hold public hearing on such proposed ordinance, with advanced notice in the same manner as required for the public hearing held by the Commission.

No ordinance or measure amending the zoning plan or law or changing the general plan for the

municipality contrary to the recommendation of the Commission shall be passed except upon the affirmative vote of 5 members of Council.

~~(Amendment passed by the voters 11-2-1981; Amendment passed by the voters 05-02-2017)~~

ARTICLE VIII. CIVIL SERVICE

§ 1 CIVIL SERVICE COMMISSION.

The Civil Service Commission of Madeira shall consist of three electors of the municipality who shall serve for six-year terms. One member shall be appointed by the Board of Education of the Madeira School District and two members shall be appointed by the Council. A vacancy occurring during the term of any member of the Commission shall be filled for the unexpired term by appointment of the appropriate appointing authority. No member of the Commission shall hold any other office or employment with the municipality.

~~(Amendment passed by the voters 11-3-1998)~~

§ 2 DUTIES OF THE COMMISSION.

The Civil Service Commission shall provide for the ascertainment of merit and fitness as the basis for appointment and promotion in the service of the municipality as required by the Constitution of Ohio, and shall perform such other duties as may be imposed upon it by the charter and ordinances of the City of Madeira. The Civil Service Commission shall serve as the Commission for the Madeira School District in accordance with Section 124.011, Ohio Revised Code. The Commission shall have the power to subpoena witnesses and require production of records.

~~(Amendment passed by the voters 11-3-1998)~~

§ 3 CLASSIFICATION OF SERVICE.

The civil service of the municipality is hereby divided into classified and unclassified service. Classified service shall mean that all appointments and promotions of such persons in the employment of the city shall be made according to merit and fitness ascertained as far as practicable by competitive examinations. Appointments and promotions of persons in the unclassified service shall be made according to merit and fitness but are not practical to place the positions in classified service.

- a. The classified service shall include all the full-time sworn members of the police department except the chief of police.
- b. The unclassified service shall include the following: All officers elected by the people; The City Manager, Law Director, the Clerk, ~~the Treasurer~~, the Chief of Police, the Engineer and other professional persons employed or appointed by Council; Members of Boards and Commissions; Full-time hourly workers; Part-time hourly workers.

Any positions hereafter established by Council shall be designated by ordinance as a position which is to be in the classified or unclassified service.

~~(Amendment passed by the voters 11-3-1998)~~

§ 4 CIVIL SERVICE COMMISSION'S PROCEDURES.

The Civil Service Commission shall adopt its own procedures for the conduct of meetings and hearings. All procedures adopted by the Civil Service Commission shall supersede and override statutes, rules and regulations of the State of Ohio, including, but not limited to state civil service provisions.

~~(Amendment passed by the voters 11-3-1998)~~

§ 5 RULES AND REGULATIONS OF THE CIVIL SERVICE COMMISSION.

The Council shall adopt by ordinance all rules and regulations which are not procedural in nature and such rules and regulations shall supersede and override statutes, rules and regulations of the State of Ohio, including, but not limited to, state civil service provisions.

~~(Amendment passed by the voters 11-3-1998)~~

ARTICLE IX. POLICE AND FIRE PROTECTION

§ 1 POWERS.

The municipality shall have all powers to organize and maintain a police department and a fire department, granted to municipalities by the Constitution and the laws of Ohio, including all statutes now or hereafter enacted.

§ 2 POLICE PROTECTION.

The police department shall provide police services within the jurisdictional limits of the municipality, including the preservation of the peace, the protection of persons and property, and the enforcement of law. The department shall be under the direction of a Chief of Police who shall report to the Manager for administrative purposes.

§ 3 FIRE PROTECTION.

A municipal fire department may be organized by Council, under the direction of a fire chief. If and when such department is established, it shall have the responsibility for all fire protection services within the territorial limits of the municipality. The fire chief shall in such event report to the Manager for administrative purposes.

The municipality shall have the power to enter into contracts with one or more townships, municipal corporations, or private fire companies obligating the latter to render for periods not exceeding 5 years all fire protection services needed within the territorial limits of the municipality.

Each such contract shall stipulate that it may be terminated before expiration, by the affirmative vote of 5 members of Council, if public safety is endangered because of any inadequacy of the services provided thereunder, or by ordinance proposed by initiative petition and approved by a majority of the electors voting thereon. Council may cause the properly qualified employees of any such private fire company to be vested with all the powers granted to the members of fire departments of municipalities by the laws of Ohio, including all statutes now or hereafter enacted.

ARTICLE X. FINANCES

§ 1 TAXES.

Council shall annually levy a tax for current expenses on real and personal property in the municipality.

The rate of such tax shall not exceed 7-1/2 mills on the dollar of assessed valuation.

§ 2 EXTRA LEVY.

On or before the 15th day of September in any year Council may, by resolution adopted by affirmative vote of not less than 5 of its members, declare that the amount of money that may be raised by taxation under the preceding section, together with all other funds available during the year, will be insufficient to provide an adequate amount for the necessary requirements of the municipality and that it is necessary to levy taxes in excess of said limitations for the purpose of meeting the current expenses of the municipality, and may require the submission of the question of levying such additional tax to the electors of the municipality at the next November election. Such resolution shall specify the additional rate of levy required and the number of years during which such increased rate may be levied, which shall not exceed two years. Such resolution shall take effect upon its adoption and shall be certified by the Clerk forthwith to the election authorities who shall place said question upon the ballot in the following form:

For the approval of an additional levy of taxes by the City of Madeira at the rate of _____ mills to be used for the purpose of meeting current expenses and to be effective during the tax year _____.

Against the approval of an additional levy of taxes by the City of Madeira at the rate of _____ mills to be used for the purpose of meeting current expenses and to be effective during the tax year _____.

The question covered by such resolution shall be submitted as a separate proposition. If a majority of those voting thereon vote for the approval of such additional levy, Council shall immediately make such levy, or such part thereof as it finds necessary, pursuant to such approval, and certify the same to the county auditor to be placed on the tax list and collected as other taxes.

~~(Amendment passed by the voters 5-16-1965)~~

§ 3 BUDGET.

Within the time required by general law the Manager shall prepare and submit to Council a budget covering an estimate of available funds and required expenditures for the ensuing calendar year. Council shall by ordinance specify the form of and information to be included in the budget. Such budget may be amended by Council; shall be approved by Council as presented or amended; and shall be the basis of any levy of taxes by Council or any request for an extra tax levy.

§ 4 APPROPRIATION ORDINANCE.

On or before the first day of December in each year the Manager shall prepare and submit to Council an appropriation ordinance, containing a financial plan for conducting the affairs of the municipality during the ensuing year. Council shall by ordinance specify the form of and the information to be included in the appropriation ordinance. Council shall not act upon such ordinance prior to its first regular December meeting. Council may provide for public hearing on such ordinance, and may from time to time amend such ordinance in accordance with its judgment and discretion. The appropriation ordinance may be passed upon a single reading and shall become effective forthwith on its adoption.

§ 5 AUDITS.

The audit of all financial affairs of the municipality may be made by a representative of the Auditor of the

State of Ohio; or, City Council may, by ordinance, employ the services of an independent certified public accountant not already in the employ of the city or financially interested in any transaction to be audited in accordance with the provisions of the Ohio Revised Code. An audit as prescribed in this Charter shall be conducted at a minimum of every two years.

~~(Amendment passed by the voters 11-4-1975; amendment passed by the voters 6-9-1992)~~

§ 6 CAPITAL IMPROVEMENT RESERVE FUND.

Council shall create and maintain a capital improvement reserve fund, and may from time to time transfer or appropriate thereto all moneys accruing to any other fund of the municipality not needed for the purposes of such fund and available for transfer under general law and also the unencumbered balance remaining in the general fund of the municipality at the end of any fiscal year. Moneys in the capital improvement reserve fund shall not be expended for any purpose except to purchase equipment, apparatus, or other property, or to construct buildings, structures, roads, and other public improvements, needed for the use of the municipality, or to pay bonded obligations of the municipality by means of transfer to its bond interest and retirement fund.

ARTICLE XI. ORDINANCES AND RESOLUTIONS

§ 1 TIME OF TAKING EFFECT.

All measures passed by Council shall be recorded, and all measures having the force and effect of law shall be published once by title and in summary on the official website of the municipality or other official electronic media platform, and posted in the lobby of the municipal building. Every ordinance or resolution having the force and effect of law shall be read on 3 separate days before its passage, unless such requirement is dispensed with by affirmative vote of at least 5 members of Council. Measures passed by Council shall, unless later date be specified therein, take effect as follows:

- A. Measures to which the referendum is not applicable by the provisions of this charter, immediately upon passage.
- B. Emergency measures, to which Council has by an affirmative vote of not less than 5 of its members added a section declaring the necessity to put such measures into immediate force and effect in order to preserve the public peace, order, safety, health or welfare of the municipality, or in order to provide for the usual daily operation of a department or office of the municipality, and also declaring specifically the reason for such necessity, immediately upon passage; but no public utility franchise or rate ordinance shall be passed as an emergency measure.
- C. All other measures shall take effect and be in force 45 days after their publication under the requirements of this charter, unless suspended by the filing of a valid and sufficient referendum petition. ~~(Amendment passed by the voters 11-2-1981; Amendment passed by the voters 05-02-2017)~~

ARTICLE XII. INITIATIVE, REFERENDUM, AND RECALL

§ 1 POWERS RESERVED.

The charter and the Constitution of the State of Ohio provide to the Electors of the City of Madeira the right to amend the charter, to petition for referendum to reject certain legislative acts or measures passed by Council and to initiate the adoption of certain legislative acts without passage of such act by Council.

This Charter intends to protect the right of the Electors to exercise those fundamental rights. The people of the municipality of Madeira hereby reserve to themselves the legislative power of the initiative and referendum and the power to amend the charter, to be exercised in accordance with the provisions of this Charter.

If a petitioner is in compliance with the requirements herein for initiative, referendum and charter amendments, the Clerk, Law Director and the Council shall deem the respective petitions to be procedurally valid and sufficient, and shall, without further inquiry, refer the matter forthwith to the Hamilton County Board of Elections to be placed on a ballot at the appropriate regular or special election. Petitioner shall be responsible for ensuring that the petition is in compliance with the Constitution of Ohio and the Ohio Revised Code, including, but not limited to, election laws.

~~(Amendment passed by the voters 11-3-1998; Amendment passed by the voters 11-8-2011)~~

§ 2 INITIATIVE.

- A. Ordinances providing for the exercise of any powers of government granted by the constitution or delegated by the General Assembly to charter municipalities may be proposed by initiative petition.
- B. The petitioner shall provide written notification to the Clerk of the intent to circulate an initiative petition and solicit signatures and concurrently file with the Clerk a certified copy of the proposed ordinance or measure. "Certified copy" means a copy containing a written statement, on the face of the document, by the petitioner, attesting that it is a true and accurate reproduction of the original proposed ordinance or measure. The Clerk shall receive the documents and provide the petitioner with a receipt that contains the date, seal and the signature of the Clerk. The Clerk shall keep the copy of the proposed ordinance or measure available for inspection by any interested party.
- C. The Clerk shall request the Law Director to make a determination of whether the proposed ordinance or measure is a legislative action subject to an initiative or an administrative action not subject to an initiative, which determination shall be made within a reasonable period of time, not to exceed ten (10) business days.
- D. After circulation of said petition, petitioners shall file with the Clerk, all separate petition papers, including the signatures of the electors of the City of Madeira, at the same time, as one instrument.
- E. Such initiative petition must contain the signatures of not less than one-fifth of the total number of electors who voted in the preceding general election. Election statistics are available at the Hamilton County Board of Elections. The form, content, verification of and other requirements for initiative petitions shall be those prescribed by the constitution and the general laws of the State of Ohio relating to initiative petitions, except as otherwise provided in this charter.
- F. The circulator of an initiative petition, or ~~their~~ his agent, shall, within five days after such petition is filed with the Clerk, file an itemized statement, made under penalty of election falsification, according to Ohio Law.
- G. The Clerk shall review the petition for the purpose of determining whether it is valid and sufficient according to law and this Charter. A petition shall be deemed procedurally valid and sufficient, without further inquiry, if: (1) the petitioner has filed the certified copy with the Clerk as required herein prior to circulation of said petition and (2) the petition appears to contain the minimum

number of required signatures.

- H. At the first regular meeting of Council which occurs more than ten days after the filing of the petition, the Clerk shall present the text of the proposed ordinance to Council with a certification stating whether the petition has been determined to be valid and sufficient.
- I. If the petition has been determined by the Clerk to not be valid or sufficient, Council need not take any further action. If the ordinance initiated by petition is certified by the Clerk to be valid and sufficient, then Council shall hold a public hearing thereon. The public hearing shall be set for a regular Council meeting not more than thirty (30) days after the Council meeting at which the ordinance was present by the Clerk. Notice of the time and place of the public hearing shall be made by posting on the official website of the municipality or other official electronic media platform, and in the lobby of the municipal building at least ten (10) days in advance of such meeting.
- J. At said meeting, after said public hearing, Council shall either adopt the proposed ordinance or submit the question of its adoption to the electors at the next succeeding primary or general election or at a special election if there is no general or primary election within 120 days of Council's decision to submit the question to the electors. Initiative ordinances approved by a majority of the electors voting thereon shall take effect on the fifth day after the day on which the Board of Elections certifies the official vote thereon or on the date specified in such ordinance, whichever is later. All other matters relating to the exercise of the initiative powers of the electors shall be as determined by the Revised Code of the State of Ohio.

~~(Amendment passed by the voters 11-3-1998; Amendment passed by the voters 11-8-2011; Amendment passed by the voters 05-02-2017)~~

§ 3 REFERENDUM.

- A. The referendum shall not be applicable to administrative acts, including, (a) ordinances making or transferring annual appropriations, or amendments thereto, (b) measures providing for the discharge of any obligation legally due from the municipality, (c) measures submitting any measure to a vote of the electors, (d) measures directing the performance of any official duty or providing for investigations or reports, (e) measures not having the force or effect of law, (f) repealing measures passed by Council pursuant to referendum petitions, or (g) measures relating to any public improvement subsequent to the ordinance determining to proceed therewith.
- B. Prior to or concurrently with the passage of an ordinance or measure by the Council, the Law Director shall indicate whether ~~or not~~ the ordinance or measure is subject to referendum under the charter and Ohio law.
- C. Petitions for referendum on an ordinance or measure shall be filed within thirty days after the Council has passed the ordinance or measure that is subject to a referendum.
- D. If the referendum is applicable to a measure, the passage of the measure as an emergency shall not make the referendum inapplicable, However, the emergency measure shall take effect pending the outcome of the referendum. The taking effect of any other measure shall be postponed by the timely filing of a valid and sufficient referendum petition.
- E. The petitioner shall provide written notification to the Clerk of the intent to circulate a referendum petition and solicit signatures and concurrently file with the Clerk a certified copy of the ordinance

or measure that is the subject to the referendum. "Certified copy" means a copy, obtained by petitioner from the Clerk, containing a written statement by the Clerk, on the face of the document, attesting that it is a true and exact reproduction of the legislation passed by Council.

- F. After circulation of said petition, petitioners shall file with the Clerk, all separate petition papers, including the signatures of the electors of the City of Madeira, at the same time, as one instrument. Each referendum petition must contain the signatures of not less than one-fifth of the total number of electors who voted in the preceding general election. Election statistics and other information pertaining to referendum petitions and elections are available at the Hamilton County Board of Elections. The form, content, verification of and other requirements for referendum petitions shall be those prescribed by the constitution and the general laws of the State of Ohio relating to referendum petitions except as otherwise provided by this Charter.
- G. The circulator of a referendum petition, or ~~the~~ agent, shall, within five days after such petition is filed with the Clerk, file an itemized statement, made under penalty of election falsification, according to Ohio Law.
- H. The Clerk shall review the petition for the purpose of determining whether it is valid and sufficient according to law and this charter. A petition shall be deemed procedurally valid and sufficient, without further inquiry, if: (1) the petitioner has filed the certified copy with the Clerk as required herein prior to circulation of said petition, (2) the petition appears to contain the minimum number of required signatures, and (3) the petition is timely filed within the 30 day period set forth herein.
- I. At the first regular meeting of Council which occurs more than ten (10) days after the filing of the petition, the Clerk shall refer the proposed referendum to Council with a certification stating whether the petition has been determined to be valid and sufficient.
- J. If the petition has been determined by the Clerk to not be valid or sufficient, Council need not take any further action. If the referendum petition is certified by the Clerk to be valid and sufficient, then Council shall hold a public hearing thereon. The public hearing shall be set for a regular Council meeting not more than thirty (30) days after the Council meeting at which the referendum petition was present by the Clerk. Notice of the time and place of the public hearing shall be made by posting on the official website of the municipality or other official electronic media platform, and in the lobby of the municipal building at least ten (10) days in advance of such meeting.
- K. At said meeting, after said public hearing, Council shall either repeal the measure against which such petition is directed or take such action as may be required to submit it to the vote of the electors of the municipality at the next succeeding primary or general election, or at a special election if there is no general or primary election within one hundred twenty (120) days of Council's decision to submit the question to the electors. If the measure against which such petition is rejected by a majority of the electors voting thereon, it shall be deemed repealed as of the fifth day after the day on which the Board of Elections certifies the official vote thereon. If, however, it is not rejected and it has already gone into effect, it shall remain in effect; if it is not rejected and has not yet gone into effect, it shall take effect on such fifth day or as soon as all other conditions for its taking effect have occurred whichever is later. All other matters relating to the exercise of the powers of referendum of the electors shall be as determined by the Revised Code of the State of Ohio.

~~(Amendment passed by the voters 11-3-1998; Amendment passed by the voters 11-8-2011)~~

§ 4 RECALL.

Any elective officer of this municipal government may be removed from ~~his-sue~~their office, and the successor thereto elected, by the qualified electors of the municipality in the same manner and pursuant to the requirements and with the effect prescribed by § 705.92 of the Revised Code of Ohio as it provides on the date of adoption of this charter, as though the terms of said section were fully herein set forth, except that the question of any such removal of any such officer may be submitted to such electors after, but only after, such officer has been in office for 6 months of the term thereof during which ~~he-ist~~they are sought to be recalled. The provisions for recall hereinabove in this charter made shall not be nullified or altered by any repeal or amendment of said section after such date of adoption.

ARTICLE XIII. NOMINATIONS AND ELECTIONS

§ 1 ELECTIONS.

- a. A regular municipal election shall be held on the first Tuesday after the first Monday in November in the odd numbered years. The Council may by ordinance order a special election at any time, for any purpose, which purpose shall be set forth in the ordinance. Any matter which by the terms of this charter may be submitted to the electors of the municipality at any special election may be submitted at the time of a primary election or of a general election.
- b. The full names of all candidates nominated shall be printed on the official ballot beneath the title of the office for which they are candidates and shall be rotated as provided by the general election laws.
- c. A blank space shall be provided under the title of each office and below the name or names of the candidate or candidates for that office, wherein an elector may write in the name of a person, not printed on the ballot, for whom ~~he/she~~ they wishes to vote.
~~(Amendment passed by the voters 11-3-1998)~~

§ 2 NOMINATIONS.

- a. Candidates for all municipal offices shall be nominated by individual nominating petitions only.
- b. Nominating petitions shall be substantially in the form prescribed by Section 3513.261 of the Ohio Revised Code for the nomination of individual nonpartisan candidates. In addition, a nominating petition shall contain the sworn statement of the candidate that ~~he/she-ist~~they are, or will be at the time of the commencement of the term of the office ~~he-seek~~they seek, qualified to hold such office under the provisions of this charter.
- c. Each nominating petition shall be signed by not less than 25 nor more than 50 electors and may be in a number of parts, but each part shall be verified under oath by the circulator as required by the election laws of the State of Ohio.
- d. Nominating petitions shall be circulated not more than 150 days from the date of the election and filed by or on behalf of each candidate at least 75 days prior to the date of the election.
~~(Amendment passed by the voters 11-2-1982; Amendment passed by the voters 11-3-1998)~~

§ 3 BALLOTS.

The ballots used in all elections provided for in this charter shall be without party marks or designations. If the election authorities prescribed by general law adopt any mechanical or other devices or equipment for use in voting and the tabulating of votes in any election for any office of the municipality and the number of candidates for such office is greater than the then number of voting precincts in the municipality, the ballots to be printed for such election shall be printed in such number of series as equals the number of such precincts. In all other cases the number of series to be printed shall equal the number of candidates for such office.

In any case, however, the first series shall be printed with the names of the candidates arranged in an order to be determined by lot. The first name shall then be placed last, each other name shall be moved up one place, and the next series printed; and this process shall be repeated, series by series, in order that each name shall appear an equal number of times (as nearly as practicable and as nearly as the number of series permits) at the top, at the bottom, and in each intermediate place, if any, of the ballot under the title of the office sought. Seven spaces shall in any case be left below the printed names of the candidates, wherein the voter may write the name of any person or persons for whom ~~he~~ they may wish to vote.

If general law requires in connection with any mechanical or other voting and vote tabulating devices or equipment adopted by the election authorities prescribed by general law for use in any such election, that all ballots within a precinct be of the same series, the first series printed shall be used within the precinct that is first in the alphabetical (or numerical) order of the precincts in the municipality, the second series shall be used within the second precinct in such order of precincts, and so forth. If it shall under such circumstances be necessary to use the same series in more than one precinct, the first series printed shall be used within the precinct that is next in such order of precincts after the precinct within which the last series printed is used, the second series shall be used within the precinct second next in such order of precincts after that within which the last series printed is used, and so forth in regular rotation.

Council shall by ordinance establish a procedure for the making of such determinations by lot as are required by the provisions of this section.

(Amendment passed by the voters 5-16-1965)

§ 4 CONDUCT OF ELECTIONS AND CANVASS OF VOTES.

All elections shall be conducted and the results canvassed and certified by the election authorities prescribed by general law, and all other matters relating to elections not herein or by ordinance of Council specifically provided for shall be determined by such general law.

§ 5 WHO ELECTED.

The candidates for any elective office, equal in number to the places to be filled, who shall receive the highest number of votes at such election shall be declared elected thereto.

ARTICLE XIV. GENERAL PROVISIONS

§ 1 PUBLICITY OF RECORDS.

All records and accounts of every office, department, or agency of the municipality shall be maintained at the main municipal building and shall be open to inspection by any citizen, any representative of a citizens' organization, or any representative of the press at all reasonable times and under reasonable regulations established by the Manager, except records and documents the disclosure of which would tend to defeat the lawful purpose which they are intended to accomplish or serve.

§ 2 PERSONAL INTEREST.

No member of Council nor any official appointed by Council shall have a substantial financial interest, direct or indirect, in any contract with the municipal government, or in the sale thereto, or to any person selling thereto, of any land, material, supplies, or services, or rights therein. Willful violation of this section shall constitute misconduct in office. If at the time any such contract with the municipal government is made the contractor knows or circumstances are such that ~~he~~ they may more reasonably than not be assumed to have knowledge of any such prohibited interest, such contract shall be voidable by the Manager or by Council.

§ 3 OFFICIAL BONDS.

The Manager ~~and the Treasurer,~~ and such other officials appointed by Council as may by ordinance be required so to do, shall give bond for the faithful performance of their respective duties as such officials, in such amount as may be required and with surety as approved, by Council.

§ 4 SEPARABILITY.

If any section or part of a section of this charter shall be held unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity, force, or governance of the remainder of this charter.

§ 5 AMENDING THE CHARTER.

- A. This charter may be amended in the following manner, as provided by the Constitution of Ohio. Amendments to this charter may be submitted to the electors of the municipality by a 2/3 vote of Council, or, upon petitions signed by ten percentum of the electors of the municipality. Election statistics are available at the Hamilton County Board of Elections. The submission of such amendments to the electors shall be governed by the same requirements as govern the submission of the question of choosing a Charter Commission; and copies of such amendments shall be mailed to the electors as required in the case of this original charter.
- B. Petitioners shall file with the Council, all separate petition papers, including proposed charter amendment and the signatures of the electors of the City of Madeira, at the same time, as one instrument. For purposes of this section, filing with the Clerk of proposed amendments along with the petitions signed by ten percentum of the electors of the municipality shall constitute filing with the Council.
- C. The Clerk shall forthwith transmit the complete petition to each member of the Council. If the petition appears to contain the minimum number of required signatures, the Council shall presume, without further inquiry that the petition is procedurally valid and sufficient and immediately refer the matter to the Hamilton County Board of Elections to be placed on a ballot at the appropriate regular or special election.
- D. The ordinance providing for the submission of such question must require that it be submitted to the electors at the next regular municipal election if one will occur not less than 60 days or no more than 120 days after its passage; otherwise, it must provide for the submission of the charter amendment at a special election to be called and held within that time. To submit a proposed charter amendment to the electors at a special election, the Council must establish the date for the election.

- E. Not less than 30 days prior to such election, the Clerk shall mail a copy of the proposed charter amendment to each elector whose name appears on the poll or registration books of the last regular or general election held in Madeira.
- F. If any such charter amendment is approved by a majority of the electors voting thereon, it shall become a part of this charter. A copy of any approved charter amendment must be certified by the Clerk to the Secretary of State within 30 days after adoption.
(Amendment passed by the voters 11-2-1981; Amendment passed by the voters 11-8-2011)

ARTICLE XV. EFFECTIVE DATE AND EFFECTS OF ADOPTION

§ 1 EFFECTIVE DATE.

This charter shall take effect and be in force from and after certification of its adoption by the election authorities of Hamilton County.

§ 2 EFFECT ON PRESENT OFFICES.

The existing offices of members of Council, Mayor, Clerk, and Treasurer are hereby abolished by this charter from and after its effective date. The 6 members of Council and the Mayor elected by the electors of the Village of Madeira in November, 1957, shall upon this charter taking effect have and exercise all the powers and duties of members of Council as prescribed in this charter and shall serve as such until their successors elected in 1959 shall take office, and such Mayor shall, in addition, have and exercise all the powers and duties of the Mayor as prescribed in this Charter and shall serve as such until the members of Council elected in 1959 shall take office. The Clerk and Treasurer of the Village of Madeira elected in November, 1957, shall respectively have and exercise the powers and duties of the Clerk and Treasurer as prescribed in this charter and shall serve as such, unless earlier combined, until their respective successors are appointed by the Council elected in 1959. The existing offices of members of the Planning Commission are by this charter abolished, and the provisions of § 1 of Article VII hereof shall by Council be implemented, effective January 1, 1960.

§ 3 EFFECT ON PRESENT ORDINANCES.

All ordinances and other measures of the village in force when this charter takes effect and not inconsistent therewith shall continue in force until amended or repealed by Council. All rules and regulations of the Planning Commission of the village in force when this charter takes effect and not inconsistent therewith shall continue in force until amended or repealed by the Planning Commission and Council.

§ 4 EFFECT ON PRESENT CONTRACTS.

All contracts entered into and obligations incurred by the village or for its benefit prior to the taking effect of this charter shall continue in full force and operation.

ARTICLE XVI. MADEIRA HISTORIC DISTRICT/PRESERVATION

~~The City of Madeira was deeded and assumed ownership of the "Hosbrook House" located at 7014 Miami Ave. and the "Muchmore House" located at 7010 Miami Ave. In addition to these two properties the City also has ownership of the historic Railroad Depot located at 7701 Railroad Ave. These three important and historic properties are to be preserved, protected, and left standing on the same ground that the~~

~~structures were built upon. These three historic structures will be included in the “Historic District.”~~

The City of Madeira recognizes the value of preserving historically significant structures and sites within the community. Protection under this Charter shall apply only to properties that are officially listed on the National Register of Historic Places or that are designated as historic landmarks or districts through an ordinance adopted by City Council. Properties meeting these criteria shall be preserved and maintained in accordance with applicable federal, state, and local guidelines to the greatest extent practicable.

No property shall be subject to mandatory preservation, protection, location, or other restrictions under this Charter unless it has been formally listed on the National Register of Historic Places or designated as historic by City ordinance.

ARTICLE XVII. BOARD OF ZONING APPEALS

§ 1 APPOINTMENT AND QUALIFICATIONS.

The Board of Zoning Appeals shall consist of five members, each of whom shall be appointed by a majority of Council. All persons appointed as members to the Board shall be qualified electors of the municipality. Council shall make initial appointments effective August 1, 2017, as follows: three persons shall be appointed as members for terms of four years, with the fourth year of their term ending on December 31, 2020, and two persons shall be appointed as members for terms of two years, with the second year of their term ending on December 31, 2019.

Thereafter all persons shall be appointed for four year terms commencing on January 1st of the appointed year and shall continue in office until ~~his or her~~their successor is appointed. Any vacancies shall be filled in the manner in which the original appointment was made to serve for the respective unexpired term.

No person may serve on the Planning Commission and the Board concurrently. ~~(Amendment passed by the voters 05-02-2017)~~

§ 2 MEETINGS.

The Board of Zoning Appeals shall meet ~~not less than~~ once each month, and keep a public record of its findings, resolutions, and determinations. ~~The Board need not meet if there is no business.~~
~~(Amendment passed by the voters 05-02-2017)~~

§ 3 POWERS AND DUTIES.

The Board of Zoning Appeals shall have all the powers granted to, and perform all the duties imposed upon, boards of zoning appeals by the laws of Ohio, including all statutes now or hereafter enacted.

Any decision of a public official made in the administration of the city’s zoning ordinance may be appealed to the Board of Zoning Appeals in accordance with the procedures established by ordinance. The Board of Zoning Appeals shall have the authority to interpret provisions of the zoning ordinance and to confirm, modify or reverse the zoning decision of the public official. The Board of Zoning Appeals shall follow the procedures and standards as established by ordinance, laws and decisions of courts having jurisdiction over the City of Madeira.

~~(Amendment passed by the voters 05-02-2017)~~

§ 4 VARIANCES.

Upon application, the Board of Zoning Appeals shall consider applications for variance in accordance with the standards established by ordinance. The Board of Zoning Appeals shall have the authority to

grant relief from the strict application of the zoning ordinances. No variances shall be granted and no decision of a public official regarding the administration of the zoning ordinance shall be reversed except upon the affirmative vote of a majority of the members of the Board.

When any such appeal or variance is filed, the Board shall hold a public hearing on each appeal and variance, with notice of the time and place thereof posted on the official website of the municipality and in the lobby of the municipal building at least 10 days in advance of such hearing. The Board shall, in addition, give notice of any such hearing by letter to property owners where property is located within 200 feet of the subject property and other deemed interested parties by the City Manager, deposited in the mail 10 days in advance of such hearing and addressed to their last known residences, in those cases where the proposed change does not directly affect more than 30 such owners.

~~(Amendment passed by the voters 05-02-2017)~~