

Subject: Bills - Approved - Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Hunter moved to approve all purchase orders and allow payment of all then and nows and vouchers.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote. Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Invoice - Approved - Commissioners Other

Mr. Dhume moved to approve to pay the invoice from PNC Bank in the amount of \$9,257.38.

PNC BANK, N.A.
P.O. BOX 821523
PHILADELPHIA, PA 19182-1523

RECEIVED

PNCBANK

MADISON COUNTY TREASURER
ATYH DONNA L LANDIS TREASURER
MADISON COUNTY COURTHOUSE
PO BOX 675
LONDON OH 43140-0671

Invoice Date	1-10-17
Invoice Number	1216715141
Check Number	1000004367
Check Center	070-0005002
Amount Due	9,257.38

MADISON COUNTY
CCT PURCHASE ORDERS
2017 FEB 21 11:12:21

*OK
for pay
3/2/17
2/21/17*

PAYMENT REMINDER

Our records indicate that we have not received payment for our invoice number 1216715141 dated 01-10-17. Please remit your payment immediately or contact your account representative with any questions.

DD 10/19

Please Return the Postbox Below With Your Payment

Remittance Instructions:
1. Please return this portion of the remittance with your remittance.
2. REMIT TO:

PNC BANK, N.A.
P.O. BOX 821523
PHILADELPHIA, PA 19182-1523

PNCBANK

Invoice Date	1-10-17
Invoice Number	1216715141
Check Number	1000004367
Check Center	070-0005002
Amount Due	9,257.38

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest was not present for the vote. Mr. Dhume, yes, and Mr. Hunter, yes.

Barnett Brothers T1504720LD

Subject: Appropriation – Approved – Commissioners Other

Mr. Dhume moved to approve the appropriation for the following:

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$131,800.00.

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Note-This is for the purchase of property for the Park Board acreage along Maple Street, in London, Ohio. If the grant is approved a portion of this funding will be reimbursed back to the County.

Subject: Agreement – Approved – Property Purchase

Mr. Hunter moved to approve the purchase agreement between Emmett Manley Schrock, Paul Wesley Schrock, and The Board of Madison County Commissioners to purchase parcel 05-00214:00, in the amount of \$10,000.00.

PURCHASE AGREEMENT

THIS AGREEMENT is made at London, Ohio, between Emmett Manley Schrock, Paul Wesley Schrock and The Board of County Commissioners of Madison County.

Identification of Property

1. Seller agrees to sell and Buyer agrees to purchase the premises located at 4444 N. Lehigh a Permanent Parcel Number 05-00214:00. The premises shall include the land and all improvements, fixtures, rights and easements appurtenant thereto, all of which shall hereinafter be referred to as the "Property". Buyer acknowledges that this transaction does not include any personal property including without limitation, certain or tags.

Amount of Purchase Price

- 2. The total purchase price for the Property is \$10,000.00 payable by Buyer as follows:
 - A. \$10,000.00 Dollars earnest money upon the execution of this Agreement, payable in cash or its equivalent to Seller. Said earnest money shall be returned to Buyer forthwith if this Agreement is not accepted by Seller.
 - B. The balance of the purchase price, namely \$0.00 Dollars, payable in cash or its equivalent from Buyer, shall be paid on the closing date.

Closing Date and Title Transfer Date

3. The closing date of this transaction shall be ASAP. Possession of the Property shall be delivered to Buyer on date of closing.

Transfer of Title

4. Seller shall convey the Property to Buyer by general limited warranty deed, with those rights released, if any, free and clear of all liens and encumbrances whatsoever, except taxing authorities, taxes and assessments, both general and special, that are here but not yet due and payable, and restrictions, reservations, limitations, easements and conditions of record.

Title Insurance

5. There will be furnished to Buyer a Title Guaranty in the amount of the purchase price, to be issued by Midland in its customary form and effective upon the transfer of record title, guaranteeing record title to the Property to be good in Buyer, subject only to the aforementioned exceptions to be set forth in the deed.

of record title, guaranteeing record title to the Property to be good in Buyer, subject only to the aforementioned exceptions to be set forth in the deed.

Real Estate Taxes

6. All real estate taxes and assessments, both general and special, applicable to the real property being conveyed hereunder, shall be prorated as of the date the deed is filed for record, computed on the latest available tax duplicate, taking into consideration any credits against said taxes and assessments.

Condition of Property

7. Buyer agrees to purchase the Property in its "AS IS," "WHERE IS" condition, WITH ALL FAULTS. Buyer acknowledges that the Property is being purchased without reliance upon any warranties or representations, explicit or implied, with respect to the condition, use or repair of the Property.

Binding Effect

8. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and permitted assigns.

SELLER:

Date: _____

Address: _____

BUYER:

Date: _____ *David Dhume*

Address: _____ *Paul Wesley Schrock*

MCCARTY ASSOCIATES, LLC

ARCHITECT-ENGINEER-SURVEYOR
10000
10000
10000
10000

File No. 2017-01
February 1, 2017

10000
Madison County Board of Commissioners
10000

Situated in the Township of Hancock, County of Madison,
State of Ohio, being a part of 10000, B.S. 10000 and being
2.401 acres (part of 10000, B.S. 10000), as conveyed to Ernest E.
Schrock and Paul F. Schrock and recorded in Deed Book 200, Page
570 of the Madison County Recorder's Office and being further
bounded and described as follows:

beginning at a 4 1/2" iron pin (found) in the westerly line of
access right-of-way line of Interstate 75 (660-74-4-26), said line
pin also being the westerly corner to a 20.501 acres as
conveyed to EPT II Properties Trust (P.L. 201, Page 542); and
having Ohio State Plane Coordinates Working 93, 20, 201 feet,
bearing 1,701,891.151 feet South line and based upon EPT II
(201);

thence with westerly line of access right-of-way line of
Interstate 75 (660-74-4-26) for the next three calls:

- 1) S 89°21'58" W, a distance of 100.00 feet to a 4 1/2"
iron pin (set);
- 2) S 89°21'58" W, a distance of 270.00 feet to a 1" iron
pin (found);
- 3) S 69°26'27" W, a distance of 261.00 feet to a 4 1/2"
iron pin (set);

thence S 89°26'27" W with the westerly right-of-way
line of P.L. Book 10 (660-74-4-26), a distance of 240.00 feet
to a 4 1/2" iron pin (set) at the westerly corner of the 20.501
acres as conveyed to EPT II Properties Trust (P.L. 201, Page
542), line which a 1" iron pin (found) bears S 89°26'27" W, a
distance of 1.12 feet;

thence with the westerly line of EPT II Properties Trust's
20.501 acres tract S 89°26'27" W, a distance of 670.00 feet to
the beginning, containing 2.401 acres of land.

Subject to all legal encumbrances and rights-of-way of record.

Boundaries are based upon the field sketch (S.L. 10000 (4.15))
between National Gridable Survey CDS Station 10000 and National
County Gridable Survey Monument 10000-10000 and derived from GIS
coordinates taken July 26, 2016, utilizing the National NAD 83
GIS (Digital Reference System).

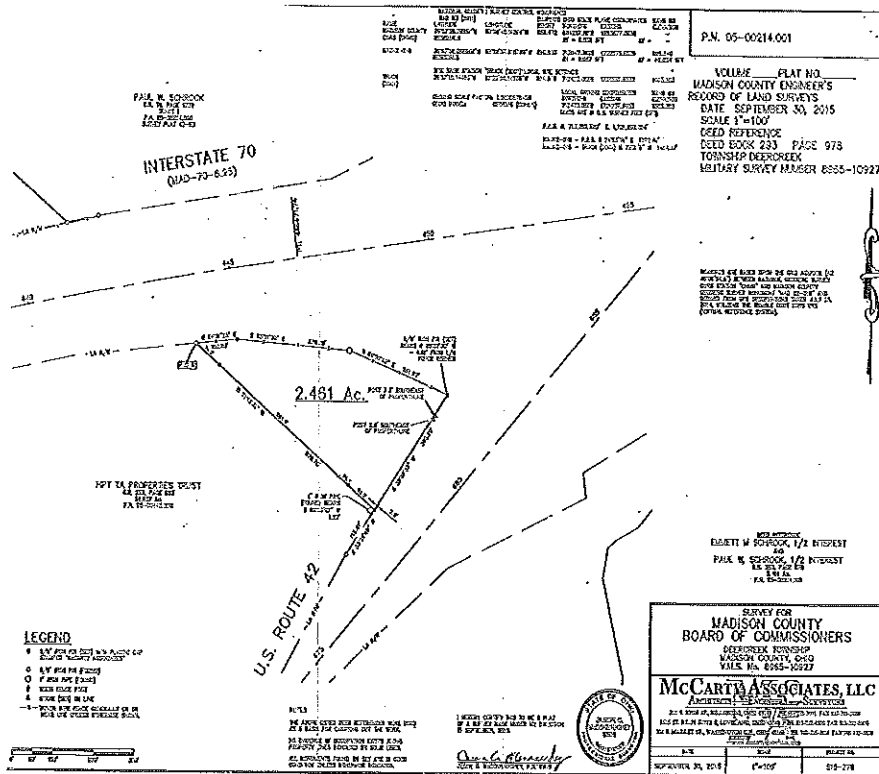
and approved in September 2016, under the direction of James
C. Schrammley, Registered Professional Surveyor No. 1054, the
survey plat of which is referred to as Project No. 2017-01 in EPL
in the office of MCCARTY ASSOCIATES, LLC, Washington, C.O., Ohio.

All iron pins (set) are 4 1/2" diameter with 1/4" diameter
plastic caps stamped "MCCARTY ASSOCIATES".



James C. Schrammley
James C. Schrammley, P.E., S.S.

Barrett Boehms T1504720LD



Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Contract – Approved – Real Estate Purchase

Mr. Hunter moved to approve the purchase real estate contract between Kelley Manns and Madison County Commissioners for the purchase of the following:

- 4.3886 acres, parcel 31-02082.000 and 31.00446.001.
- 1.0341 acres, parcel 31-02082.000, 31-00446.001, and 31-03199.002.
- 0.0513 acres parcel 31-02082.000.

REAL ESTATE PURCHASE CONTRACT - VACANT LAND

The undersigned Buyer hereby agrees to buy and the undersigned Seller agrees to sell, for the consideration and upon the terms hereinafter set forth, the real estate and improvements therein located as follows:

- A. 0.0513 acres, per acre survey as described in attached Exhibit A, attached hereto and incorporated herein by reference, located on or near Maple Street, London, Ohio (City), part of TWP. 9N, R. 20W, S. 20E, and N. 4346.001.
- B. 1.0341 acres, per acre survey as described in attached Exhibit B, attached hereto and incorporated herein by reference, located on or near Maple Street, London, Ohio (City), part of TWP. 9N, R. 20W, S. 20E, and N. 4346.001, and N. 4346.002, and
- C. 0.2630 acres, per acre survey as described in attached Exhibit C, attached hereto and incorporated herein by reference, located on or near Maple Street, London, Ohio (City), part of TWP. 9N, R. 20W, S. 20E.

Collectively referred to herein as the "Property"

1. Purchase price shall be \$10,000.00 per acre, for the entire acreage, but the appropriate purchase price shall be \$10,000.00 per acre, and pay cash equivalent at closing.
2. Possession shall be at closing.
3. Payment of Title: Buyer shall furnish and pay for any evidence of title desired by Buyer. The title evidence shall show in Seller's marketable title in fee simple, free and clear of all liens and encumbrances except (a) those created by or assumed by Buyer, (b) those specifically set forth in this contract, (c) zoning ordinances, (d) legal descriptions, and (e) covenants, restrictions, conditions, and easements of record which do not adversely interfere with the present use of the land. If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's standards of title examination, or subject to liens, encumbrances, easements, conditions, restrictions or covenants, other than those reported in this contract, Seller shall within thirty (30) days after written notice thereof, remedy or remove such liens, encumbrances, easements, conditions, restrictions or covenants, or obtain the insurance without exception hereof. At closing Seller shall sign an affidavit with respect to affected title matters in accordance with the customary custom, including but not limited to any facts upon which a mechanic's lien would arise.
4. Deed: Seller shall convey to Buyer each title block in fee simple by transferable and marketable general warranty deed, with release of liens, if any on the property land, or

appropriate, free and clear of all liens and encumbrances not excepted by this contract, and any exceptions listed immediately following: NONE

5. Taxes and Assessments: Seller shall pay taxes and assessments, if any, for 2016, due and payable in 2017. Buyer hereby assumes taxes and assessments, if any, for 2017, and thereafter.

Seller warrants that no improvements or services (site or area) have been installed or finished, nor notification received from public authority of future improvements of which any part of the cost may be assessed against the real estate, except as immediately following: NONE (if blank)

Seller warrants that no special regulations and restrictions apply to this parcel including but not limited to historical commission, agricultural lands regulation, etc. except as immediately following: NONE

6. Damage or Destruction of Property: Property is vacant land.
7. Fixtures and Equipment: Property is vacant land.
8. Inspection Contingencies: NONE
9. Deposits: NONE
10. Miscellaneous: Buyer shall pay for new survey(s) and legal description(s) of the Property performed by Central Surveying, Inc. Buyer has examined all property involved, and in making this offer, is relying upon such examination with reference to condition, character and size of land and improvements and fixtures, if any. This contract constitutes the entire agreement of the parties and there are no representations, oral or written, which have not been incorporated into this contract. All provisions of this contract shall survive the closing. This contract shall be governed by the laws of the State of Ohio.
11. Closing: This Contract shall be performed and this transaction closed within 30 days of the signing of this Contract, unless the parties otherwise agree in writing. Closing, escrow, and title insurance services, if any, shall be provided by Midland Title West LLC. Buyer shall pay any and all closing cost(s) associated with this transaction.
12. Special Agreements:
 - a. Seller shall credit Buyer \$10,000.00 (1.0341 acre) as a donation.
 - b. _____ (NONE, if blank)

Current Document T1504720.D

I hereby acknowledge reading of the contract and agree to its terms stated:

Madison County Commissioners

[Signature] 2/21/17
Name: Paul D. Davis Date:

[Signature] 2/24/17
Name: James S. Huber Date:

Seller has reviewed all terms and accepts the same

LeRoy Means, AXA Equity Means Date:

Edna Lois Means, AXA Equity Means Date:

Prepared by Pam Miller, Jani-Tra LLC, Columbus, Ohio

COTTRILL SURVEYING, INC.

4333 Acry Road
Newport, KY 40055-1111
www.cottrillsurvey.com

4333 Acry Road
Newport, KY 40055-1111

The following described 4.383 acre tract is situated in the State of Ohio, Madison County, City of London, NE1/4, NW1/4, NE1/4 SW1/4, NW1/4 SW1/4, and being part of a 4.383 acre tract, Parcel No. 0282-283, conveyed to LeRoy Means by Official Record No. page 303 and part of a 4.424 acre tract, Parcel No. 0284-302, conveyed to LeRoy Means by Official Record No. page 281, and being more particularly described as follows:

Beginning at a 1/4" thick dimension line to the intersection with the South line of 6th Street (E) East side and the South right-of-way line of Central National, said line being the westerly corner of said 4.383 acre tract and being North 89° 46' West a distance of 133.11 feet from the intersection of the East line of 6th Street and the South right-of-way line of Central Street (E) East side of said 4.383 acre tract, with the South right-of-way line of Central National, North 89° 46' West, passing a 1/4" thick dimension line to the intersection of said 4.383 acre tract at 71.51 feet, a total distance of 133.11 feet to a 1/4" mark.

Thence, across said 4.383 acre tract with the following corner courses:

- 1) South 89° 46' West, passing to the line to and up to a 1/4" mark, a total distance of 133.11 feet to the line to and up to;
- 2) North 89° 46' West, passing to the line to and up to a 1/4" mark, a total distance of 133.11 feet to a point in the centerline of 6th Street (E) East side, said point being the being to the East line of said 4.383 acre tract;
- Thence, with the centerline of 6th Street and the East line of said 4.383 acre tract, South 89° 46' West a distance of 62.00 feet to a 1/4" mark;
- Thence, across said 4.383 acre tract with the following corner courses:
- 1) South 89° 46' West, passing to the line to and up to a 1/4" mark, a total distance of 133.11 feet to the line to and up to;
- 2) South 89° 46' West a distance of 62.00 feet to the line to and up to;
- 3) South 77° 50' West a distance of 145.34 feet to the line to and up to;
- 4) South 89° 46' West a distance of 62.00 feet to the line to and up to;
- 5) South 89° 46' West a distance of 133.11 feet to the line to and up to;
- 6) South 89° 46' West a distance of 62.00 feet to the line to and up to;
- 7) South 89° 46' West, passing to the line to and up to a 1/4" mark, a total distance of 133.11 feet to the line to and up to;

Thence, continuing with a new line across said 4.383 acre tract, South 89° 46' West a distance of 133.11 feet to the line to and up to the East line of 6th Street.

Thence, with the East line of 6th Street, North 89° 46' West a distance of 133.11 feet returning to the point of beginning, containing 4.383 acres more or less, of which 4.383 acres more or less is of said 4.383 acre tract and 0.000 acre more or less is of said 4.424 acre tract.

Survey was based on GPS observations on June 15, 2016, with 100% confidence.

This deed is subject to and with the benefit of all legal judgments, mortgages, liens, judgments, and encumbrances, if any, and to any restrictions which have been imposed thereon, if any.

Subject to a 1/4" thick utility easement as shown on accompanying plan.

All area prior and to 1/4" thick dimension lines with yellow plastic cap stamped "COTTRILL SURVEYING" the line to be used will be set after the opening construction project, anticipated to be completed summer of 2017.

This description is based on a field survey performed December 22nd by James C. Cottrill, Professional Surveyor, No. 00012114 (2009-04)

[Signature]
James C. Cottrill, PS

EXHIBIT B

COTTELL SURVEYS, INC.

6100 North State Street, Columbus, Ohio 43213

1994 lot 10

along City Street

The following is a description of the lot...

Beginning at the center of Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

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then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

then with the center of said Maple Street, North 34° 28' 00" East a distance of 11.07 feet...

These corners are 1994 lot 10 with the following line and corner:

- 1) North 34° 28' 00" East a distance of 11.07 feet to an iron pin and cap set;
2) North 66° 12' 30" East, passing the South line of said 1994 lot 10 at 11.07 feet, a total distance of 11.07 feet to an iron pin and cap set;

These corners are 1994 lot 10 with the following line and corner:

- 1) North 77° 12' 30" East a distance of 103.45 feet to an iron pin and cap set;
2) North 77° 12' 30" East a distance of 113.33 feet to an iron pin and cap set;
3) North 42° 12' 30" East a distance of 431.33 feet to an iron pin and cap set;
4) North 77° 12' 30" East a distance of 498.34 feet to an iron pin and cap set;
5) North 17° 25' 30" East a distance of 25.44 feet to an iron pin and cap set;
6) North 77° 12' 30" East, passing an iron pin and cap set at 103.33 feet, a total distance of 11.07 feet to a point in the centerline of Maple Street;

Then, with the centerline of Maple Street, North 34° 28' 00" East a distance of 11.07 feet returning to the Point of Beginning, containing 1.1544 Acres more or less, of which 0.1251 acres is of said 1994 lot 10, 0.2558 acres more or less is of said 1994 lot 10 and 0.7735 acres more or less is of said 1994 lot 10.

bearings are based on a GPS observation on June 15, 2014, WGS 1984 Geoidless North.

This deed is subject to and with the benefit of all legal mortgages, restrictions, easements, encumbrances, and reservations, of record, if any and to existing restrictions which have been imposed thereon, if any.

Subject to a 10 foot wide utility easement as shown on accompanying plat.

All iron pins set are 1/2 inch diameter steel with yellow plastic cap stamped "COTTELL SURVEYS". The iron pins labeled "to be set" will be set after the expiring construction project anticipated to be completed summer of 2017.

This description is based on a field survey performed December 22, 2016 by James K. Cottell, PLS registration #2254, Ohio #141114-1-02-01-00.

James K. Cottell, PLS

Durrett Drafting T1504750LD

EXHIBIT C**COTTRILL SURVEYING, INC**8155 State Route 2714E, Mt. Sterling, Ohio 43143, Ph. 740.853.3311, www.cottrillsurveying.com**0.0513 Acre Tract***Surveyed for Kelley Manns*

The following described 0.0513 acre tract is situated in the State of Ohio, Madison County, City of London, VMS 5671 and VMS 8863, and being part of a 6.857 acre tract (31-0302.005) conveyed to Kelley Manns by Official Record 53 page 363, and being more particularly described as follows:

Commencing at the intersection of the northwest right-of-way line of Center Street (State Route 685) (50 feet right-of-way) with the Northeast line of Wald Street (80' wide) and corner to a 5121.43 square feet tract conveyed to Merry and Edwards Marathon Products by Deed Book 777 page 723;

Thence, with the northwest right-of-way line of said Center Street, North 59° 59' 33" East a distance of 263.18 feet to the eastern most corner of a 8763 square feet tract conveyed to Merry and Edwards Marathon Products by Deed Book 777 page 723 and the True Point of Beginning;

Thence, with the north line of said 8763 square feet tract, South 81° 09' 02" West a distance of 113.71 feet to an iron pin and cap set in said 8763 square feet tract;

Thence, across said 6.857 acre tract with the following two new courses:

- 1) North 63° 23' 37" East a distance of 32.22 feet to an iron pin and cap set;
- 2) North 73° 31' 50" East a distance of 163.43 feet to an iron pin and cap set in the North right-of-way line of Center Street;

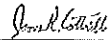
Thence, with the North right-of-way line of Center Street, South 66° 10' 58" West a distance of 33.04 feet returning to the Point of Beginning, containing 0.0513 Acres more or less.

Bearings are based on a GPS observation on June 15, 2015, WGS 1984 Geoidetic North.

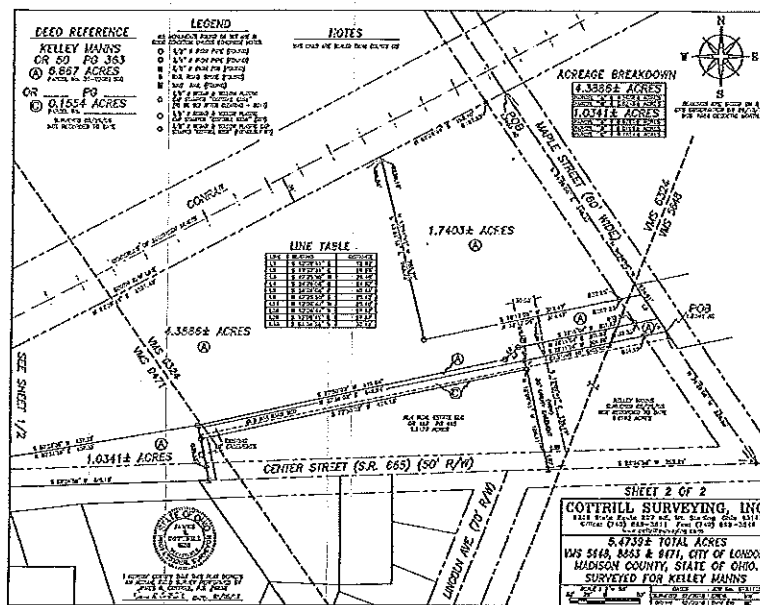
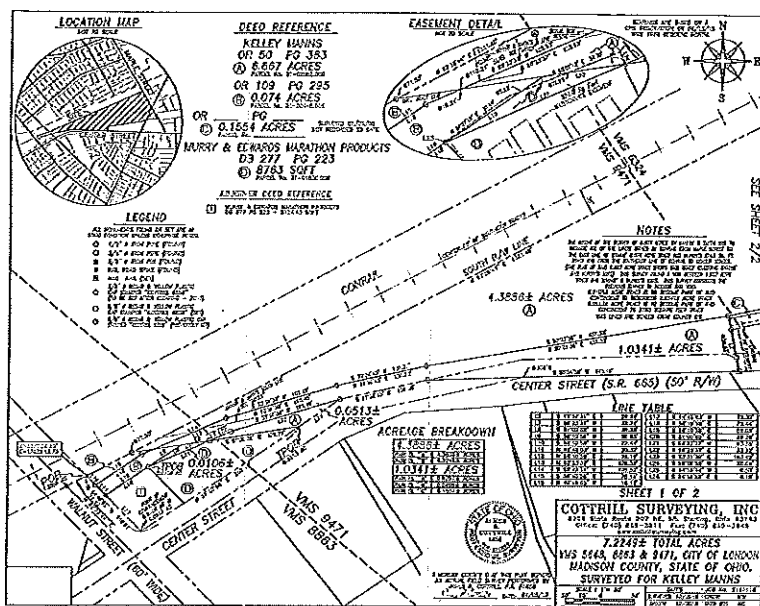
This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any.

All iron pins set are 5/8-inch diameter rebar with yellow plastic cap stamped "Cottrill 6858."

This description is based on a field survey performed December 2015 by James R. Cottrill, FS registration 6858. (JOB #3161119-0-0513AC)



James R. Cottrill, FS



Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Burrett Brothers T15047201.D

Subject: Agreement – Approved – Local Agricultural Easement Purchase of Property (LAEPP)

Mr. Hunter moved to approve the escrow agreement between Midland Title West and James Phillippi II, 5398 Sparling Road, West Jefferson, Ohio, and the Madison County Commissioners through Ohio Department of Agricultural (ODA) for the purchase of property through the LAEPP in accordance with the contract below.

WITNESSETH
(LAWYER)

This Escrow Agreement (Agreement) effective as of the 11th day of February 2017 (Effective Date) between Midland Title West LLC, 1111 W High Street, Suite 100, London, Ohio 43040 (hereinafter "Escrow Agent"), James W. Phillippi II, married, 5398 Sparling Rd, West Jefferson, Ohio 43081 (hereinafter "Landowner") and the Madison County Commissioners, 100 East 14th Street, London, Ohio 43040 (hereinafter "Local Sponsor"), The Ohio Department of Agriculture, 6000 East Main Street, Columbus, Ohio 43213 (hereinafter "ODA") and the Escrow Agent (collectively "Parties") and the Escrow Agent (hereinafter "Escrow Agent") shall be considered third party beneficiaries of this Agreement.

RECITALS

WHEREAS, Local Sponsor and ODA intend to purchase a perpetual easement from the Landowner for the property more fully described in the Purchase Agreement, attached hereto and incorporated herein as Exhibit A, and

WHEREAS, ODA requires an escrow agent to perform escrow and closing services for deposits (hereinafter "Deposit") received through the Local Sponsor from ODA, and

WHEREAS, Escrow Agent desires to purchase such services and act as escrow agent pursuant to the terms and conditions contained in this Agreement, and Landowner and Local Sponsor desire to have Escrow Agent act in such capacity, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby, intending to be legally bound, covenant and agree as follows:

ARTICLE I

1. NATURE OF CONTRACT

- 11. Escrow Agent shall be employed as an independent contractor to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Local Sponsor is the sole judge of the propriety of such services.
- 12. The Local Sponsor and Landowner enter into this Agreement in reliance upon Escrow Agent's representation that it has the necessary expertise and experience to perform its obligations hereunder, and Escrow Agent warrants that it does possess the necessary expertise and experience.
- 13. Escrow Agent shall perform the services to be rendered under this Agreement and the Local Sponsor shall not, by, separate, or pay any amounts to Escrow Agent in its performance under this Agreement. The Local Sponsor shall not be required to provide any funding to Escrow Agent to enable it to perform services required hereunder.

II. SCOPE OF WORK

- 21. Escrow Agent has established an escrow account for the purpose of holding the Deposit to be made by Local Sponsor pursuant to the Purchase Agreement referenced herein at 100 Park, 30 W High Street, London, Ohio 43040, a bank authorized to do business in the State of Ohio ("Escrow Account").
- 22. All Deposits received from the Local Sponsor prior to closing shall be placed in the Escrow Account within five (5) business days of receipt of the Deposit by the Escrow Agent.
- 23. Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to the Local Sponsor and ODA confirming the Deposit. Failure to provide confirmation of the deposit may subject the instrument conveying the Deposit to execution by ODA.
- 24. Under no circumstances shall Local Sponsor or Landowner seek or accept release of the Deposit made by the Local Sponsor on behalf of ODA until after consummation of the Purchase Agreement, completion of any accompanying Closing Instructions as issued by ODA, completion of a final title review prior to the closing, delivery of an executed Deed of Agricultural Easement as signed by the Landowner, and consent has been provided by the Local Sponsor and ODA for release. After recitation of the Easement and in good faith that all instructions and conditions specified in the final ODA Closing Instructions and this Agreement have been satisfied, Escrow Agent shall pay all costs as itemized in ODA's signed Settlement Statement out of the funds held in the escrow account. Once all other costs are paid, the remainder of the funds held in the escrow account shall then be delivered to the landowner entitled to payment.
- 25. If Escrow Agent is not directed to release the Deposit pursuant to the paragraph above, and Escrow Agent receives a request by either Local Sponsor or Landowner to release the Deposit, then Escrow Agent must give both Local Sponsor and ODA prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to the Local Sponsor and ODA of the release. If an objection is received within the thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed by the Local Sponsor and ODA pursuant to paragraph 24 above.
- 26. The closing shall occur within ninety (90) days after receipt of the Deposit by the Escrow Agent.
- 27. Local Sponsor may, from time to time as it deems appropriate, communicate specific instructions and requests to the Escrow Agent concerning the performance of the work described in this Agreement. Upon such notice, the Escrow Agent shall comply with such instructions and fulfill such requests to the satisfaction of Local Sponsor. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The Escrow Agent shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. Local Sponsor retains the

right to ensure that the work of the Escrow Agent is in conformity with the terms and conditions of the Agreement.

III. TIME OF PERFORMANCE

- 31 The services described in the Scope of Work above ("Services") shall be commenced on January 1, 2018 and concluded on June 30, 2019.
 - a. This Agreement shall remain in effect until the work described is completed to the satisfaction of the Local Sponsor and until Escrow Agent is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Escrow Agent's Services, whichever is sooner.
 - b. At the next General Assembly session commencing a future General Assembly to expound on this Agreement shall expire on or before June 30, 2019.
 - c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if a novel of this Agreement would be contrary to the terms of Ohio Revised Code ("ORC") § 3711.11, ORC § 1171.01, or ORC § 112.

IV. COMPENSATION

- 41 The Local Sponsor shall pay Escrow Agent for services no less than Three Thousand Dollars and 00/100 Dollars (\$3,000.00). Escrow Agent shall be paid at the closing out of the proceeds paid by the Local Sponsor to the grantor of the agricultural easement. In the event that the closing does not take place when the Escrow Agent has completed the services, the Local Sponsor shall pay the Escrow Agent monthly.
 - 42 Escrow Agent shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
 - 43 Escrow Agent shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.

V. CERTIFICATION OF FUNDS

- 51 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the ORC, including but not limited to § 124.01, have been complied with, and until such time as all necessary funds are available, encumbered and forthcoming from the appropriate state agencies or responsible third party entities, and, when required, such expenditures of funds is approved by the Controlling Board of the State of Ohio.

VI. TERMINATION OF ESCROW AGENT'S SERVICES

- 61 The Local Sponsor may, at any time prior to the completion of services by the Escrow Agent under this Agreement, terminate this Agreement with or without cause by giving written notice to the Escrow Agent.
- 62 Upon notice of termination, Escrow Agent shall cease all work on the terminated activities under this Agreement, terminate all subcontractors relating to the terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Local Sponsor, furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Local Sponsor requires.
- 63 Escrow Agent shall be paid for services rendered up to the date the Escrow Agent received notice of termination, less any payments previously made, provided Escrow Agent has submitted such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by the Local Sponsor for which Escrow Agent has not rendered services shall be refunded.
- 64 In the event this Agreement is terminated prior to its completion, Escrow Agent, upon payment as specified, shall deliver to Local Sponsor all work products and documents which have been prepared by Escrow Agent in the course of providing services under this Agreement. All such materials shall become and remain the property of the Local Sponsor, to be used in such manner and for such purposes as the Local Sponsor may choose.
- 65 Escrow Agent agrees to waive any right to, and shall make no claim for, additional compensation against the Local Sponsor by reason of such termination.

VII. RELATIONSHIP OF PARTIES

- 71 The Local Sponsor and Escrow Agent agree that Escrow Agent shall be engaged by the Local Sponsor solely on an independent Escrow Agent basis, and Escrow Agent shall therefore be responsible for all of its own business expenses, including but not limited to, computer, phone service and office space. Escrow Agent will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 72 While Escrow Agent shall be required to render services described hereunder for the Local Sponsor during the term of this Agreement, nothing herein shall be construed to imply, by reason of Escrow Agent's engagement hereunder as an independent Escrow Agent, that the Local Sponsor shall have or may exercise any right of control over Escrow Agent with regard to the manner or method of Escrow Agent's performance of services hereunder.
- 73 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

- 14 It is fully understood and agreed that the Escrow Agent is an independent contractor and is not an agent, servant or employee of the Local Sponsor or the State of Ohio.

VII. RELATED AGREEMENTS

- 11 The work contemplated in this Agreement is to be performed by Escrow Agent, who may subcontract without the Local Sponsor's approval for the purchase of articles, supplies, components, or special mechanical services that do not fit the type of work or services described in the Scope of Work but which are required for its satisfactory completion. Escrow Agent shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Local Sponsor. All work subcontracted shall be at Escrow Agent's expense.
- 12 Escrow Agent shall bind its subcontractors in the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Local Sponsor to terms inconsistent with, or in violation from, this Agreement.
- 13 Escrow Agent warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Local Sponsor, to perform substantially identical work such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 14 Escrow Agent shall furnish to the Local Sponsor a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

VIII. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 11 No personnel of Escrow Agent or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is in conflict with or in violation of the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 12 Any such person who acquires an incompatible or conflicting personal interest, or who otherwise acquires this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Local Sponsor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Local Sponsor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 101 The Local Sponsor shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Escrow Agent pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Escrow Agent by the Local Sponsor shall be subject to copyright by Escrow Agent in the United States or any other country.
- 102 Escrow Agent agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law and unless specified otherwise by the Local Sponsor. Any requests received by Escrow Agent should be referred to the Local Sponsor.

XI. CONFIDENTIALITY

- 111 Escrow Agent shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Local Sponsor.
- 112 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Escrow Agent in the event of cancellation.

XII. LIABILITY

- 121 The Escrow Agent and Landowner each agree to indemnify and to hold ODA, the State of Ohio, and Local Sponsor harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the respective actions or omissions of Escrow Agent or Landowner or those of its or their respective trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Escrow Agent and Landowner, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 122 The Escrow Agent and Landowner shall bear all costs associated with defending the Local Sponsor and the State of Ohio against any claims for their own respective acts or omissions.
- 123 In no event shall any party of this Agreement be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

III. REPORTS/NOTICES

111 All reports, notices, requests, demands, approvals and other communication required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid.

a. with respect to OCA

Ohio Department of Agriculture
Office of Land Use Preservation
1935 E. Main Street
Columbus, Ohio 43219-0329
Attn: Executive Director, Office of Land Use Preservation
Telephone: (614) 732-6100

b. with respect to Local Sponsor

Madison County Commissioners
PO BOX 614
Leban, Ohio 45040
(614) 932-2672

c. with respect to Landowner

James M. Phillips II
328 Spangley Rd.
Van Wert, Ohio 44881
(419) 695-2814

d. with respect to Escrow Agent

McLain Title West LLC
Attn: Richard E. Parr under Aaron P. Miller, Attorney
111 W. High Street, Suite 365
Leban, Ohio 45040
(765) 832-3300

IV. MISCELLANEOUS

112 Counterparts - This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of which counterparts together shall constitute one and the same instrument.

113 Entire Agreement/Entire - This Agreement contains the entire agreement between the parties hereto regarding escrow activities and shall not be modified, amended or supplemented, in any form or by any means, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes all prior and contemporaneous letters, correspondence, discussions and agreements among the parties with respect to all matters contained herein. A release by any party of any breach or default by another

party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

114 Governing Law - This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. The parties agree that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

115 Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Landowner shall have no right to assign any rights hereunder or with respect to the Purchase Price except as permitted with respect to assignment of Landowner's rights under the Purchase Agreement and/or Section 1931 exchange which must be completed prior to the closing date. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part without the prior written consent of OCA.

116 Record Keeping - During the performance of the services required by this Agreement and for a period of three years after its completion, Escrow Agent shall maintain maintainable records of all charges pertaining to this Agreement and shall make such records available to the parties as the parties may reasonably require.

117 Non-discrimination - Pursuant to CRC § 116.111, Escrow Agent agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability as defined in CRC § 4112.01, national origin, sexual orientation, military status, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this Agreement. Escrow Agent further agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in CRC § 4112.01, national origin, sexual orientation, military status, or ancestry.

118 Compliance with Laws - Escrow Agent, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances. Escrow Agent affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all areas covered. If at any time during the contract period Escrow Agent, for any reason, becomes disqualified from conducting business in the State of Ohio, Escrow Agent will immediately notify the Local Sponsor in writing and will immediately cease performance of contract activities.

119 Drug Free Workplace - Escrow Agent agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

120 Findings for Recovery - Escrow Agent warrants that it is not subject to an "unresolved" finding for recovery under CRC § 92A. If this warranty is deemed to be false, this Agreement is void ab initio and the Escrow Agent must immediately repay to the

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Lockdown any funds paid under this Agreement.

14.01 **Binding** - The binding in this Agreement has been inserted for convenient reference only and shall not be considered in any question of interpretation or construction of this Agreement.

14.02 **Severability** - The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

14.03 **Deemed** - Escrow Agent represents and warrants that it is not advised from consideration for central records by the Director of the Department of Administrative Services, pursuant to rules (CR) 110.12 or (CR) 110.28, if his representation and warranty is found to be false, this Agreement is void ab initio and Escrow Agent shall immediately repay to CCA any funds paid under this Agreement.

(Signature begins on the following page)

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

LANDOWNER

LOCAL SPONSOR

James M. Philipp
534 Spring Road
West Jefferson, Ohio 43082

David Dhume
David Dhume
Madison County Commissioner
PO BOX 614
Lusk, Ohio 43140

Date: _____

Date: 2-21-17

LANDOWNER

May J. Philipp (as to known rights)
534 Spring Road
West Jefferson, Ohio 43082

Date: _____

ESCROW AGENT

Richard E. Fox and/or Aaron P. Miller
Attorneys
Michael T. G. West LLC
117 W. High Street, Suite 105
Lusk, Ohio 43140

Date: _____

Ex. 1534201

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Procurement Services – Approved – CDC

Mr. Hunter moved to approve the Madison County procurement for 2017 CDBG and HOME program administrative services in accordance with the contract below.

CDC OF OHIO, INC.

Community Development Consultants
201713 (1) 2-9-17

February 17, 2017

Madison County Board of Commissioners
Madison County Court House
131 Main Street, P.O. Box 611
London, OH 43130
Attn: Key Watson

Re: Madison County Procurement for 2017 CDBG and HOME
Program Administrative Services

Dear Commissioners,

Beginning in 2014, the County initiated the Statement of Qualification (SOQ) procurement process due to the changes ODH was making to the CDBG and HOME programs. Historically, the State required administrative services to be procured on a grant by grant basis. However, this approach only worked when communities have the budget flexibility that will be available on a annual basis.

The State is proposing a number of changes again this year to its CDBG and HOME grant program. I recommend Madison County continue using the Statement of Qualification process for grant administration services rather than procuring on a grant by grant basis. I believe it is the best way to procure for administrative services since we do not know what the changes and features will be for ODH's 2017 program.

The Statement of Qualification (SOQ) method of procurement is acceptable to the Ohio Development Services Agency (ODSA). ODSA will allow communities to procure an administrative firm for three years, based on its qualifications, if certain steps are followed and documented. In this approach, the County requests qualifications and selects a firm using the required scoring process. In turn, the County then requests a cost proposal from the top firm or firms for each grant program once the budgets are determined by ODSA. Finally, as the details of each grant program become public, the County negotiates a contract with the selected firm to administer each grant.

Continuing with the Statement of Qualification method makes sense since the majority of CDBG and HOME program grants Madison County is eligible to apply for are one two-year allocations. The CDBG program has always been a two-year grant, and since 2011, the County's CDBG applications have included at least one of the competitive two-year grants. Consequently, there has been a significant administrative overlap between one-year and program years.

Madison County 2017 CDBG HOME Program
Administrative Procurement Letter
February 17, 2017
Page 2 of 1

I have enclosed a sample packet to assist you with this style of procurement. The sample Request for Qualifications encompasses three calendar years (2017, 2018 and 2019).

Please feel free to revise the documents and the dates to your satisfaction. The mechanics of this procurement process remain the same. The County will have to publish the enclosed notice one time in the newspaper. It will also have to mail the Request for Qualifications to at least three firms at the time the notice is published, being sure the due date listed in the newspaper notice and on page three of the sample RFQ match, and are at least two weeks after the date of publication. The Request for Qualifications is also sent to any firms requesting an RFQ package, as stated in the Public Notice.

Once the Statements of Qualifications have been received, the County will have to score all proposals using a preferred rating tool. A sample rating tool is enclosed. At least three people from the County are required to complete a rating tool. The Commissioners may elect to score the SOQ's themselves, or they may choose to have additional County staff and/or officials (e.g., the County Auditor, the County engineer, etc.) complete the scoring. When the County makes its selection, it will need to pass a resolution and notify the firm that it has been selected for negotiations.

Be sure to keep a record of the published notice, which firms were sent a procurement package, which firms responded, and copies of the rating sheets for each respondent. These documents will be reviewed by the State when individual grants are considered for compliance.

If you have any questions, or need additional information, please do not hesitate to call me at 614-445-0373.

Sincerely,

Whitaker W. Wright
Whitaker W. Wright
Senior Planner

Enclosures

c: file

Madison County, OHIO CDBG HOME Grant Procurement

Current Document: T15047200.D

Professional Services Rating Form

SAMPLE

PUBLIC NOTICE OF REQUEST FOR QUALIFICATIONS

Madison County, Ohio intends to apply for and administer various Community Development Block Grant and Home Investment Partnership grant funds over the next three (3) years. The County is interested in acquiring the services of a consulting firm, individual, or organization to assist the County in applying for and administering these programs. Candidates for selection of an individual/firm will be in accordance with procurement requirements of the Ohio Development Services Agency - Office of Community Development and provision of the Ohio Revised Code.

All responses will be evaluated in terms of experience, quality of work and capacity to perform the work requested. Madison County is interested in firms with experience in CDBG and Federal HOME Program administration, small business procurement, professional services procurement and construction contract procurement, experience conducting environmental reviews, fair housing/placement requirements, financial management, acquisition, contract management, labor compliance laws, and audits. The evaluation will be based on quality of qualifications, experience, program knowledge, staff resources, cost and other factors. The County will negotiate contracts with the respondent obtaining the highest total score in the evaluation process.

Interested parties are invited to review a Request for Qualification package from Madison County Board of Commissioners, 118 Main Street, P.O. Box 614, London, Ohio 43141, (614) 433-3373.

All proposals must be received by Office of Business, _____, 2011 in order to be considered. Madison County is an Equal Opportunity Employer.

RFP Revised from: _____

Date: _____

Project: Administration and Implementation of CDBG and HOME Grants for 2017, 2018, 2019

Maximum Points: 50

Scoring: Pass/Fail - 10 Discretion

Category	Points
1) Qualification of firm for administration and implementation of services requested	_____
2) Qualification of staff persons assigned to the project	_____
3) Experience of firm with type of services requested	_____
4) Experience of firm with State and Federal compliance	_____
5) Firm and staff knowledge of local programs and activities proposed	_____
6) Performance in completing the project within the time frame and the budget	_____
7) Capacity of firm to provide all necessary requirements	_____
8) Comprehensiveness of proposal with information requested	_____
9) Overall impression of the firm's capability to perform the services requested	_____

Total Score: _____

Comments: _____

Signature: _____

Dated By: _____

Dating Firm: _____

SAMPLE

DATE _____

TO: Consulting/Firm

FROM: Madison County Board of Commissioners
1 N. Main Street, P.O. Box 618
London, Ohio 43140
(607) 439-3797

RE: MADISON COUNTY CDBG AND HOME PROGRAM ADMINISTRATION
REQUEST FOR QUALIFICATIONS FOR RFP - 2017

The Madison County Board of Commissioners intends to apply for and administer various Community Development Block Grants and Home Investment Partnership grants over the next three (3) years. The County is requesting Statements of Qualifications from qualified consulting firms to provide for the purpose of providing professional administrative and implementation services for calendar years 2017, 2018 and 2019.

The required Scope of Services will be as follows:

1) Grant Applications

The Consultant shall follow the Ohio Development Services Agency, Office of Community Development's (ODSA, OCS) requirements and shall prepare for application and submit them to the ODSA, OCS by the grant deadline.

2) Public Hearings

The Consultant shall attend any required public hearings, hearing Advisory Committee meetings, and CDBG planning sessions, as requested by the County, including other required citizen participation meetings.

3) Grant Administration Services

The Consultant shall be the County's designated grant administrator, and shall start providing the following services immediately upon selection of the application.

a) **Representative** - The Consultant shall be the County's designated agent in all dealings with the Ohio Development Services Agency's staff. This shall include representing the County in all aspects of the CDBG program and HOME program applications, monitoring, performance reports, OCSA workshops, elections, and/or and similar activities. The Consultant shall work directly for the County and shall report to the Commissioners or other as needed and/or as requested by the County in order to keep the County informed and involved in all activities during the course of the implementation phase, and during the course of the project, if funded.

Madison County CDBG and HOME Program Administration
Request for Qualification
Page 3 of 3

Request for Statement of Qualifications

If you are interested in performing the work as specified above for the County, please submit:

1. A description of the firm, including number of years in existence and number of years the firm has actively been providing community development and planning services to clients; and
2. A list of clients with appropriate contact persons; and,
3. A description of your firm's experience in providing CDBG and HOME assistance to communities (and particularly experience in administering CDBG Allocated Competitive Programs, related CDBG Programs, and Housing Improvement Programs); and,
4. Resumes of the principals of the firm and those persons who would be performing the specified services; and,
5. Experience in Madison County or similar communities.

Please return Statements of Qualifications and other items requested to the Madison County Board of Commissioners at the following address:

Madison County Commissioners
Madison County Courthouse
1 N. Main Street, P.O. Box 618
London, Ohio 43140
Attention: Stacy Wiseman

All responses must be received by Madison County no later than Close of Business (COB) _____, 2017.

All Statements of Qualifications received by the due date will be reviewed and ranked by the County. The Commissioners will then request a meeting, if necessary, with the top rated firms (no more than 3 maximum). Contracts will be negotiated with the selected firm for each grant program.

Madison County is an Equal Opportunity Employer.

c. file

Madison 2017 CDBG & HOME Administration Services Procurement

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Current Document T1504726LD

Subject: Resolution – Approved – Letter of Engagement

Mr. Hunter moved to approve the resolution approving and authorizing the execution of an engagement letter from Benesch, Friedlander, Copland & Aronoff LLP, in accordance with the contract below.

RESOLUTION

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER FROM BENESCH, FRIEDLANDER, COPLAND & ARONOFF LLP.

WHEREAS, the Board desires to retain counsel to represent it from time to time, and

WHEREAS, Benesch, Friedlander, Copland & Aronoff LLP ("Benesch") has presented a proposed engagement letter to this Board to provide legal services, from time to time, associated with various economic development incentives matters and related matters; and

WHEREAS, this Board desires to retain Benesch to provide such services in accordance with the terms of that engagement letter;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Madison County, Ohio that:

Section 1. The proposed engagement letter from Benesch now on file with this Board is approved and the County Administrator is authorized to sign, in the name and on behalf of this Board, the engagement letter in substantially the form now on file with this Board with such changes that are not materially adverse to the interests of this Board and are approved by the County Administrator. That any such changes are not materially adverse to the interests of this Board and are approved shall be conclusively evidenced by the signing of the engagement letter by the County Administrator.

Section 2. This Board finds and determines that all formal notices of this Board concerning and relating to the adoption of this resolution, and that all deliberations of this Board and of any of its committees that resulted in these formal actions, were taken in meetings open to the public in compliance with the law.

Section 3. This resolution shall be in full force and effect immediately upon its adoption.

Date: 2-21, 2017

[Signature]
Board President



Ohio County
6 North High Street, Suite 500
Columbus, Ohio 43215-4434
West Side FAX: 614.221.6107
Fax: 614.221.6100
cnao@benesch.com

February 17, 2017

Madison County Commissioners
1 North Main Street
London, OH 43140
Attention: Jack Stone, County Administrator

Dear Mr. Stone:

Benesch, Friedlander, Copland & Aronoff LLP ("Benesch") is pleased to have the opportunity to represent the Madison County Commissioners (the "County") in connection with various economic development matters and related matters. The "Engagement Agreement" for such services consists of this letter and the accompanying Terms and Conditions of Employment.

Under the rules of the Ohio Supreme Court governing the practice of law, by which Benesch is bound, Benesch will represent the County from time to time under this engagement. Benesch will not represent any County officer or employee regarding his or her individual relationship with the County. Benesch's allegiance is to the County, and, as a general rule, Benesch would not be able to represent any County officer or employee in matters adverse to the County.

The Engagement Agreement describes the responsibilities between the County and Benesch, and sets forth certain other matters regarding the attorney-client relationship between the County and Benesch.

To avoid any misunderstanding as to Benesch's billing and collection practices as to this matter, the Terms and Conditions describe the basis on which Benesch will provide and bill for such legal services. In addition to fees, the statements will include charges for expenses incurred, as more fully described in the Terms and Conditions. Should the County have any questions regarding these practices, please call us immediately.

If the Engagement Agreement is acceptable, the County should confirm its acceptance by signing, dating and returning a copy of this letter to us (a gift will suffice).

Please do not hesitate to call us to discuss any questions the County may have regarding the Engagement Agreement. Furthermore, the County may wish consult with other counsel to advise the County regarding the provisions of the Engagement Agreement.

wchen@benesch.com

Madison County Commissioners
February 11, 2017
Page 7

Madison County Commissioners

**Beauch, Pritchard, Cooper & Aronoff LLP
Terms and Conditions of Engagement**

Severely,

**ROBERT GELFANDE,
COUNSEL AT LAW (XXV) LLP**


Chris L. Conroy

O.C.m

This document contains the terms and conditions for the "Terms and Conditions" under which the Madison County Board of County Commissioners (the "County") is engaging Beauch, Pritchard, Cooper & Aronoff LLP ("Beauch") to provide legal services in connection with various economic development matters and related matters.

Commitment of Time and Confidentiality

Beauch will begin the County's retention of the date of the date for which the County is engaging Beauch, and Beauch will remain with the County until Beauch receives a written notice to discontinue. It is the intent that the County need not send Beauch any of the past work it completed, for Beauch should have a working file for the past several months including the status of the work.

The County understands and agrees that it is not for Beauch to represent the County exclusively. It is necessary for the County to seek and engage with Beauch during the engagement. The County agrees to be available to discuss issues on any day when it is not in a position of conflict and not participating in meetings and other activities in connection with Beauch's representation, and to provide complete and accurate information and documents to Beauch on a timely basis. The County's non-exclusivity will be granted for Beauch's substantial fees representing the County, and they will be waived for Beauch and the County outside the representation.

Beauch is being retained by the County to provide the professional services that Beauch's client agrees to Beauch that are not and will not be. It is the intent that Beauch agree that the extent of the County's representation including Beauch and copies to the extent of the engagement. For instance, depending on the degree of complexity for the County, Beauch is retaining it may not be appropriate to use email or to speak with other attorneys for a brief period of time or where alternative information is being discussed. Similarly, the making of documents using the Internet, or any other computer-based device, may involve more risk for information will be retained by third parties with no right to use it. Even in the case of the making on some platform of documents are not to include where the documents are in open view. Nevertheless, Beauch will use high level communication devices such as cellular telephones, the Internet, email, and other devices, unless the County instructs Beauch not to use any of these devices, provided it is a practical alternative.

When Does Beauch Represent?

Beauch's retention by the County for the County is retained to act as an attorney in the representation Beauch provides to the County under Beauch and the County otherwise mutually agree, in writing.

Conflict of Interest

Beauch represents and be represented may create over the course of legal matters. As a result, the County possibly may find itself in a position where a number of Beauch's clients in litigation, business negotiations, or some other legal matter in which Beauch does not represent the County and which is unrelated to the engagement.

The County agrees that Beauch may continue to represent or may undertake to be there a separate matter, or may create in any matter that is not substantially related to Beauch's work for the County even if the interests of such client is less than matter in which Beauch is the County's interests. Beauch agrees, however, that

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Madison County Commissioners

Madison County Commissioners

The County's proposed contract is a continuing representation contract in the pending matter and shall not apply to any matters where a conflict of interest exists with the County, Board or any of its members or any other individual or entity.

Board's Fees

In connection with Board's services, statements will be rendered on a monthly basis to legal services rendered during the previous month. It is anticipated that the services for each month will vary from a pro rata amount, although other factors may include the time limitations imposed by the County or the circumstances of a particular matter.

Board's current billing rate for their attorney's services is \$250 per hour for the most junior associate in \$75 per hour for the most senior partner. Ohio County's 2017 billing rate is \$250 per hour, and we anticipate that the majority of the work for Board's services for the County will be performed by Ohio's top professionals with a billing rate of \$250.

Board will not be responsible for paying for the costs of legal representation, including but not limited to telephone, travel, transcription, copying and mailing, court costs, legal research, depositions and fees for Board's office, messenger and courier services, long distance telephone charges, and filing fees. Board will be happy to provide the County with a breakdown and explanation of the various costs charged in their billing of the County's request. In general, such expenses are billed to the County in either Board's bill or an addendum to expenses. Certain of these expenses may include a retainer, including overhead, in and out of state travel, travel, business meals, travel charges of particular magnitude, and a cost cap on any such item if a complete bill is returned. However, upon receipt of a bill, the County will be notified of any such charges and the County will be notified of any such charges.

Payment to Board is expected upon receipt of Board's statement. If at any time (during Board's representation of the County) in this matter, the County fails to pay the bills, it will be deemed to have agreed to pay the bills to the County in a lump sum.

Change for Expenses

In addition to fees, Board's statement will include charges for expenses, including but not limited to photocopying, travel, transcription, copying and mailing, court costs, legal research, depositions and fees for Board's office, messenger and courier services, long distance telephone charges, and filing fees. Board will be happy to provide the County with a breakdown and explanation of the various costs charged in their billing of the County's request. In general, such expenses are billed to the County in either Board's bill or an addendum to expenses. Certain of these expenses may include a retainer, including overhead, in and out of state travel, travel, business meals, travel charges of particular magnitude, and a cost cap on any such item if a complete bill is returned. However, upon receipt of a bill, the County will be notified of any such charges and the County will be notified of any such charges.

Payment Obligations

The County acknowledges that the County is obligated to pay Board's fees and other charges for Board's services to the County in this matter, unless Board and the County have agreed otherwise in writing.

Termination of Representation

Board's relationship with the County may be terminated by either Board or the County by giving written notice to the other party. If the County terminates this representation at any time, the County will have the obligation to pay any outstanding and final billing from Board. Board may withdraw from this representation at any time consistent with applicable rules of ethical conduct, or reasonable notice, without the County's consent. Board's withdrawal may be based upon, but is not limited to: (a) the County's failure to cooperate with Board as provided above; (b) the County's failure to pay any of Board's bills when due; (c) any fact or circumstance that would render Board's continuing representation unethical or unworkable; (d) the County's failure to follow Board's advice; or (e) when Board and the County have reached an irreconcilable difference of views on the handling of this matter. Any termination by Board of Board's representation of the County will be subject to such approval as may be required from any court or other body before which Board may be appearing on the County's behalf.

In the event of termination of Board's relationship with the County, the County agrees that the County will take all necessary steps to free Board of any obligation to perform further, including the execution of any documents necessary or reasonably requested to complete Board's withdrawal.

When Board completes the services the County has retained Board to perform, Board's attorney-client relationship with the County for this matter will be terminated. Unless previously terminated by the completion of Board's services or otherwise, Board's representation will terminate no later than the date of Board's final statement for services and expenses for this matter. If the County later retains Board to perform further or additional services, Board's attorney-client relationship with the County will commence again, subject to this Engagement Agreement, unless Board changes its terms, in writing, at that time.

After termination of Board's attorney-client relationship with the County regarding this matter, changes may occur in applicable laws that could impact the County's future rights and liabilities. Unless the County voluntarily engages Board, in writing, to provide additional advice on issues arising from that matter after its completion, Board will have no continuing obligation to advise the County with respect to future legal developments.

Client Files

When Board no longer represents the County in this matter, or at the County's request at any time during the course of Board's representation, Board will take steps, to the extent reasonably practicable, to promptly deliver to the County or to whomsoever the County designates, in writing, the County's papers and property to which the County is entitled. As to the County's best files, this means that the County is entitled to copies of all correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to the County's representation. The foregoing obligation, however, is also subject to any into any law under applicable law that may be available to Board to secure payment of Board's outstanding fees and other charges, and is also subject to Board's right, after completion of any matter for the County, to destroy the County's files that Board has maintained for such matter, so long as such destruction is consistent with Board's then current file retention policies and is consistent with applicable law and ethical requirements. The County agrees that Board will be entitled to be paid or Board's then current rates for all attorney and paralegal time spent and that Board will be entitled to be reimbursed for all expenses incurred in connection with and delivery of the County's personal property, except for copying costs.

Madison County Commissioners

Madison County Commissioners
February 15, 2017
Page 3

Entire Agreement

The Engagement Agreement as amended by the Terms and Conditions and the accompanying equipment lists constitutes the entire agreement between Beech and the County. The Engagement Agreement may be modified only in a writing signed by the County and Beech. The County acknowledges that no promises have been made to the County other than those contained in the Engagement Agreement.

The Engagement Agreement (including the Terms and Conditions) is hereby accepted.

MADISON COUNTY COMMISSIONERS

Governing Law

Unless otherwise specified in the accompanying letter of purchase relating to the Engagement Agreement or concerning rights and duties between Beech and the County will be governed by the laws of State of Ohio. If any provision of the Engagement Agreement is held by any court to be unenforceable, the remainder of the Engagement Agreement shall not be affected thereby and shall be enforced.

Date: _____, 2017

By: _____
Rick Stone, County Administrator

Miscellaneous

The County understands, of course, that Beech cannot guarantee the success of any aspect of this or any other matter in which Beech may represent the County. Beech's services and advice will be based on the best of the best of each services and advice and on the extent of the best of each's actual knowledge of the applicable facts.

Enforce

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Smart Graphics T1504720.D

Subject: Resolution Revision- Approved – Sewer Rate Increase

Mr. Hunter moved to approve the revised resolution for the sewer rate increases for the following:

- Camp Wisslohican increase of \$9.00.
- Sewer district #1. 0-5,000 per gallon is \$25.00 to \$50.00 and additional gallons from \$7.50 to \$11.40

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Executive Session

Mr. Dhume moved to enter into executive session at 8:47 a.m. to discuss economic development.

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Executive Session

Mr. Dhume moved to exit out of executive session at 9:38 a.m. No action was taken.

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Public Hearing Publication – Approved – CDC

Mr. Hunter moved to approve per the request of Whitaker Wright, CDC Consultant, to approve the PY 2017 Madison County Small Cities Program public hearing publication on February 26, 2017.

Public Hearing
 PY 2017 Madison County Small Cities Program
 FEB 26 10 45 AM '17
 MADISON COUNTY, OHIO

Madison County intends to apply to the Ohio Development Services Agency for funding under the Community Development Block Grant (CDBG) Small Cities Program, the HOME Investment Partnership Program, and other related state and federally funded programs administered by the State of Ohio. The County is eligible for several different types of FY 2017 programs providing the County meets applicable program requirements. These programs include but are not limited to the Community Housing Impact and Preservation Program, CDBG Community Development Program, CDBG Economic Development and Public Infrastructure Program, CDBG Residential Public Infrastructure Program, CDBG Discretionary Program, and the Homeless and Supportive Housing Program. The State of Ohio anticipates it will receive approximately \$85 million from HUD to distribute on a statewide basis, based on the Consolidated Plan submitted to HUD. The Consolidated Plan contains additional information on the Community Development Block Grant (CDBG) HOME Small Cities Program, a federally funded program administered by the State and funded by HUD.

A Public Hearing to discuss the programs available through the Ohio Small Cities Program will be held on Monday, March 13, 2017 at 11:00 a.m., in the Commissioners' Hearing Room, First Floor, Madison County House, 18 N. Main Street, London, Ohio. The State of Ohio has changed the structure of the CDBG Community Development Program. These changes and how these changes will impact Madison County will be discussed in the Public Hearing. Madison County and the City of London are eligible to apply for up to approximately \$100,000 in Community Housing Impact and Preservation Program funds. The Community Housing Impact and Preservation Program Grant applications are due to the State May 1, 2017. The other grants have an open cycle beginning July 1, 2018.

The Public Hearing will provide citizens, communities and local organizations with explanation of eligible activities and program requirements for the CDBG programs, including the CDBG community development program, the CDBG economic development program, HOME/PIF housing program, and other HUD funded programs. The CDBG/HOME programs can fund a broad range of activities including, but not limited to economic development projects, infrastructure improvements, development and rehabilitation of housing, and neighborhood facilities improvements. The activities must be designed to primarily benefit low- and moderate-income persons, and in the situation of fire and flood, or other as urgent need of the community. Citizens of Madison County are encouraged to attend the public hearing to provide their input on the County's CDBG/HOME programs. Large print and auxiliary aids materials will be made available, if requested in advance. For information, please contact the Commissioner's Office at (607) 653-2972.

Public Hearing Notice No 1

Stacy Wiseman
 From: whitakerwright@cdc.com
 Sent: Thursday, February 16, 2017 1:21 PM
 To: Stacy Wiseman
 Subject: Madison County 2017 CDBG-HOME PI No 1
 Madison 2017 CDBG public hearing notice #1.doc

Stacy
 Attached is the notice for our public hearing on March 13th at 11 am. Please ask the Board to approve the notice on Tuesday so it can be published on-line on Saturday, February 25th.

Call if you or the Commissioners have any questions.

Whitaker

Whitaker W Wright, Senior Planner
 CDC of Ohio, Inc.
 Community Development Consultants of Ohio
 2000 Appleton Drive, Columbus, Ohio 43260
 614.449.0273 • Fax 614.449.0288 • www.whitakerwright.com

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Bid Award – Approved – Engineer

Mr. Hunter moved per the recommendation of Bryan Dhume, Engineer, to approve the 2017 asphalt materials for the following:



MADISON COUNTY COMMISSIONERS

FEB 21 10:50 AM

63 JS Q16
10600, 0402 0740
676422524 | 6742 922530

February 21, 2017

Honorable Board of
Madison County Commissioners
P.O. Box 614
Crestline
Crestline, OH 43081

RE: Six Recommendations - 2017 Asphalt Materials
Monday, February 13, 2017 at 11:00 AM - Bid Opening

Gentlemen:

The following are my recommendations for the bids received and opened in your office on the above date and time.

PART I - HOT MIX AND COLD MIX ASPHALT

I am requesting that you accept all bid offers unless a breakdown occurs at a particular plant, a plant opens sooner in the spring or stops operation in the fall, or a bid is otherwise in violation of a particular plant's set time and hauling costs. For reference, the bid bids were as follows:

Item 301 Asphalt Concrete Base	\$31.30 per ton	Stacy Materials, Inc.
Item 302 Asphalt Concrete Base	\$31.30 per ton	Kalining Materials, Inc.
Item 401 Asphalt Concrete Intermediate Course, Type 1	\$42.50 per ton	Stacy Materials, Inc.
Item 401 Asphalt Concrete Intermediate Course, Type 2	\$44.50 per ton	Stacy Materials, Inc.
Item 401 Asphalt Concrete Surface Course, Type 1	\$42.50 per ton	Stacy Materials, Inc.
OS 168 Asphalt	\$31.30 per ton	Kalining Materials, Inc.

PART II - LIQUID ASPHALT EMULSIONS

I am recommending that the liquid asphalt emulsion bid for the following materials be awarded to Asphalt Materials, Inc. as follows:

HT53P	\$1.00 per gallon (Dry Seal)
-------	------------------------------

Madison County Commission
February 21, 2017
Page 1 of 1

I am recommending that the liquid asphalt emulsion bid for the following materials be awarded to Stacy Asphalt Materials, Inc. as follows:

FS2	\$1.40 per gallon (Dry Patch)
SS14 (SPN diluted)	\$1.25 per gallon (Dry Seal)

I am recommending that the liquid asphalt emulsion bid for the following materials be awarded to K. Tech Specialty Coatings, Inc. as follows:

MWS-50	\$1.50 per gallon (Dry Patch)
MWS-150	\$1.60 per gallon (Dry Patch)

I hereby request that you honor the best bid subject to resolution accepting the above recommendations.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved:

Disapproved: _____

MR. FORREST NOT PRESENT

Date: 2/21/17

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Burrell Brothers T15047200.D

Subject: 2016 County Highway System Mileage Certification – Approved – Engineer

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to approve the 2016 County Highway System Mileage Certification.



MADISON COUNTY
COMMISSIONERS' JOURNAL
Ohio Department of Transportation

2017 FEB 15 AM 9:56 Office of Technical Services

2016 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than April 1, 2017 or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in MADISON County was 342.373 miles as of December 31, 2015,

as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2016 and determine the net increase or decrease in mileage. Add the net change to the 2015 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2016,

the county was responsible for maintaining 342.373 miles of public roads.

[Signature]
Signature of President of Board of County Commissioners

2-21-17
Date

[Signature]
Commissioner Signature

2/21/17
Date

MARK FORREST - NOT PRESENT
Commissioner Signature

2-21-17
Date

[Signature]
County Engineer Signature

2/13/17

Comments:

Please return a completed, signed copy of this form to:

Ohio Department of Transportation
Office of Technical Services
1980 West
Columbus, Ohio 43260
Attn: Michael G. [Redacted]

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Park Board

The monthly Park Board meeting took place on Tuesday February 21, 2017 at 9:30 a.m.

Those Present

MADISON COUNTY COMMISSIONERS
Park Board
February 21, 2017 - 9:30 a.m.

1. Kristy Zwick
2. Mar. K. Jankovic
3. Joseph Miller
4. Greg Pace
5. Wayne Roberts
6. Justin Canning
7. Rob Slane
8. Dennis D. Hunter
9. J. B. Jett
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

Subject: Park Board – Approved – Financial Sheet

Mr. Hunter moved to approve the Park Board's financial sheet.

MADISON COUNTY METROPOLITAN PARK BOARD
January 2017

Balance as of Park Board December, 2016	\$28.38
<hr/>	
<u>Expenses</u>	
ABC-Restroom Rental	\$90.00
<u>Revenue</u>	\$90.00-Transfer from General Fund
<u>Balance</u>	\$28.38
<hr/>	
Double Bond Balance	Balance is \$21,405.14
<u>Expenses</u>	
Howard Yoder-Mowing Fuel Expenses	\$112.72
<u>Revenue</u>	\$ 0.00
<u>Balance</u>	\$ 21,292.42

Funding of \$53,047.15 for Metro Parks Fund 2012-2013 has not been received.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Current Bookings T1504728LD

Old Business

- The application for the recreational trails program has been signed and was submitted.
- The City of London is waiting on approved grant funding to extend bike trail.
- The annual Park Board recognition meeting in January went well.
- The Prairie Grass trail project will be rescheduled.

New Business

- On April 8, 2017 the Route 50 trail will be opening.
- The Garden Expo will meet at the Della Selsor to discuss trail projects.
- Wayne Roberts recommended working on an Eagle Scout Project and place a roof on the project that was recently constructed at the Madison and Clark County lines.
- It was recommended placing a few benches along bike trail from Maple Street in London to Wilson Road. The approximate cost is \$1,100.00. The Commissioners approved to purchase these benches.
- The Prairie Ride Bike Ride will take place on July 29, 2017.

Subject: Meeting Request – Approved – Engineer

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to approve the required meeting attendance in accordance with Section 325:20 ORC for the following:

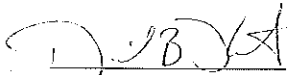
Bryan Dhume, Brad Hunter, and Marlin Bradley to the "OSHA Qualified Signal Person." February 22, 2017. Cost \$1,700.00.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote, Mr. Dhume, yes, and Mr. Hunter, yes.

Not Present

Mark Forrest


David Dhume


David Hunter

ATTEST: Kate Wagoner