

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, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Release PO Funding – Approved – Sublease & Rentals

Mr. Dhume moved to approve the release of funding for PO#1081 Sublease & Rentals (1000-A15A-5-0512) in the amount of \$1,000.00.


Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Appropriation – Approved – Professional Services

Mr. Dhume moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Professional Services (1000-A01A-5-0045) in the amount of \$369.00.

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.



Dave Yost
Ohio Auditor of State

Customer Number: 17A40

MADISON COUNTY FAMILY & CHILDREN FIRST COUNCIL
SHERRY BALDWIN, DIRECTOR
PO BOX 624
LONDON OH 43140

MADISON COUNTY COMMISSIONERS
Invoice for Services

2017 JUL 1 - 5 PM 3: 54

How to Contact Us:
1-800-282-0370
Monday - Friday 8-4

Account Summary	
Previous Balance	\$3,095.50
Current Charges	\$369.00
Payments, Credits	(\$3,095.50)
Current Balance	\$369.00
Statement Date:	5/31/2017
Payment Due Date:	6/30/2017


of 82 pgs
5/21/17

Transactions					
04/30/2017		Balance Brought Forward			\$3,095.50
05/30/2017	CK# 30974	Payment			(\$3,095.50)
05/31/2017	BILL0000000220922	Financial Audit - 17A40MADI-FA216			\$369.00

* Now available! Online customer information and electronic billing statements. For more information, please visit <https://eservices.ohioauditor.gov>

Current	1-30	31-60	61-90	91-120	120+
\$369.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PLEASE RETURN BOTTOM PORTION WITH YOUR REMITTANCE



Dave Yost
Ohio Auditor of State

Make Check Payable To:
Treasurer of State of Ohio

Remit To:
Dave Yost
Auditor of State
Accounts Receivable Office
P.O. Box 711825
Cincinnati, OH 45271-1825

Balance Due: \$369.00
Payment Due Date: 6/30/2017
Customer Number: 17A40
Customer Name: MADISON COUNTY FAMILY & CHILDREN FIRST COUNCIL

Apply Payment To:
42200 - Financial Audit - 17A40MADI-FA216
- Other

Amount Enclosed: 369-

Subject: Appropriation – Approved – Common Pleas

Mr. Dhume moved per the request of Tom Wilson, Common Pleas Court Administrator, to approve the appropriation for the following:

Appropriate: Common Pleas Special Project (2051-P000-5-0046) in the amount of \$3,000.00.

COURT ADMINISTRATOR
740-845-1780

CHIEF PROBATION OFFICER
740-852-7130

COURT REPORTER
740-852-7182

SECRETARY
740-845-1780

IN THE COURT OF COMMON PLEAS
MADISON COUNTY, OHIO
EAMON P COSTELLO, JUDGE
P.O. BOX 527
LONDON, OHIO 43140
740-845-1780

MADISON COUNTY
COMMISSIONERS
2017 JUN -6 AM 10:33

June 6, 2017

SUBJECT: INCREASE APPROPRIATION

HONORABLE COMMISSIONERS
COURTHOUSE
MADISON COUNTY, OHIO

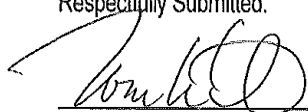
DEAR SIRs:

For the purpose of paying expenses associated with Opioid Awareness Program created by Madison County Common Pleas Court, it is respectfully requested that you increase appropriation per unappropriated funds as follows:

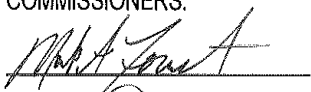

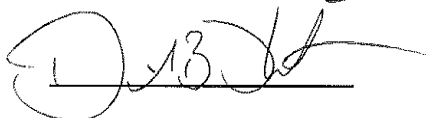
From: Common Pleas Court Special Project Fund, Account Number 205100040010, in the amount of \$3,000.00

To: Common Pleas Court Special Project Expense, Account Number 2051P00050046, in the amount of \$3,000.00.

Respectfully Submitted.


COURT ADMINISTRATOR

COMMISSIONERS:

Cc: Auditor
Common Pleas Court

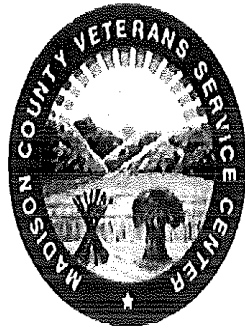
Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Transfer – Approved – VA

Mr. Hunter moved per the request of Jennifer Moore, CVSO, to approve the transfer for the following:

Transfer from: Memorial Day (1000-A09D-5-0402) in the amount of \$1,500.00.

Transfer to: Grave Markers (1000-A09D-5-0401) in the amount of \$1,500.00.



**Madison County Veterans Service
Commission**

1 N. Main Street Room 011

London, Ohio 43140

PH (740) 852-0676

FX (740) 852-5597

Memo

MADISON COUNTY
COMMISSIONERS
2017 JUN -8 AM 9:51

To: Madison County Commissioners
From: Madison County Veterans Service Center – Jennifer L. Moore
cc:
Date: 16 May 2017
Re: Line item transfer

County Commissioners, please adjust the following line items.

Take from:

Memorial Day – 1000-A09D-50402 - \$1,500.00

Transfer to:

Grave Markers – 1000-A09D-50401 - \$1,500.00

Please contact me if there are any questions or concerns about this matter.

Thank you,

Jennifer L. Moore

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Budget Adjustment – Approved - Juvenile

Mr. Dhume moved per the request of Chris Brown, Juvenile Judge, to approve the budget adjustment for Juvenile grant funding for the following:

Decrease the current budget from \$254,419.84 to \$244,180.60 – the total budget adjustment is \$10,239.24.

ATTACHMENT A
Page 2

County: Madison Amendment #: 1
 FY: 17 Prepared By: Kellie Portman
 Date Submitted: 4/10/2017

MADISON COUNTY
COMMISSIONERS
2017 JUN 12 AM 10:23

Type of Amendment: Realignment of Funds New Program Other: _____

Standard Program Number	Standard Program Area	Current Budget	Adjustment (+ or -)	Revised Budget
	Program Administration	1,000.00	400.00	1,400.00
101	Probation	150,319.84	-62,092.24	88,227.60
108	Alternative Schools		1,000.00	1,000.00
111	Mental Health / Counseling Services	1,000.00	3,145.40	4,145.40
115	Youth Intervention Groups	6,500.00	650.00	7,150.00
201	Monitoring / Surveillance	26,730.00	2,020.00	28,750.00
213	Prevention	10,000.00	2,500.00	12,500.00
215	Substance Abuse Awareness and Prevention	3,000.00	1,937.60	4,937.60
217	Clinical Assessment	4,800.00	5,200.00	10,000.00
219	Transportation		35,000.00	35,000.00
307A	Detention Alternative and Enhancement (Category 1)	51,070.00		51,070.00
	Total Program Costs	\$254,419.84	-\$10,239.24	\$244,180.60

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:

Signatures: *Christopher J. Brown* 6/12/17
 Administrative Judge Date
Mark A. Forst 6-12-17
 President, County Commissioners / County Executive Date

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Create New Account Line – Approved – Common Pleas

Mr. Dhume moved per the request of Tom Wilson, Common Pleas Court Administrator, to approve creating a new account line titled “Technology Grant Fund”, in the amount of \$10,792.03.

COURT ADMINISTRATOR
740-845-1780

CHIEF PROBATION OFFICER
740-852-7130

COURT REPORTER
740-852-7182

SECRETARY
740-845-1780

IN THE COURT OF COMMON PLEAS
MADISON COUNTY, OHIO
EAMON P COSTELLO, JUDGE
P.O. BOX 527
LONDON, OHIO 43140
740-845-1780

MADISON COUNTY
COMMISSIONERS
2017 JUN -8 PM 1:42

SUBJECT: FUND CREATION

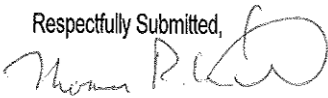
DATE: JUNE 8, 2017

HONORABLE COMMISSIONERS
COURTHOUSE
MADISON COUNTY, OHIO

DEAR SIRs:

On February 1, 2017, the Madison County Common Pleas Court applied for the 2017 Technology Grant Fund through the Supreme Court of Ohio. Funding was sought in order to upgrade the Madison County Common Pleas Court, Adult Probation Department case management system. On April 13, 2017, this Court was notified that it was approved for funding in the amount of \$10,792.03.

For accountability purposes, it is respectfully requested that a separate fund be created in the Common Pleas Court budget, to allow for receipt of grant money, and also to pay expenses associated with the upgrades. Your attention to the matter is greatly appreciated.

Respectfully Submitted,

Thomas R. Wilson
Court Administrator

Cc: Auditor
Common Pleas Court

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Steve Kaifas, Job & Family Services Fiscal Officer, to approve the contract between Job & Family Services and 56 Auto Sales for Josh Knapp to participate in the Summer Youth Program in accordance with the contract below.

**Madison County DJFS
Ohio Youth Works Program**

This contract is made and entered on the 31 day of May, 2017 by and between the Madison County Department of Job and Family Services, 200 Midway Street, London, Ohio, 43140, 740-852-4770 (Department) and 56 Auto Sales, 781 State Route 56 SW, London, Ohio 43140, (Employer), and Josh Knapp (Participant-Employee).

ARTICLE I - TERM OF CONTRACT

Pursuant to the Rules promulgated by the Ohio Department of Job and Family Services under FAL 159, the Department is authorized to contract with employers under the Ohio Youth Works Program, hereinafter referred to as OWYP.

Employer agrees to employ the above named Participant-Employee for a maximum of 40 hours per week starting on the 5th day of June, 2017. Effective upon receipt of requested verification (time sheets, copy of paycheck and invoice), the Department will issue a subsidy of 100% of the participant's wages, not to exceed \$10.00 per hour.

OWYP begins June 5, 2017 for all participant-employees. OWYP will end on July 28, 2017 for in-school youth 14-15 years of age.

ARTICLE II - DUTIES OF PARTICIPANT-EMPLOYEE

Participant-Employee will be employed as a(n) Lot Tech and shall work at 56 Auto Sales, or at such other places as may be directed by Employer. Participant-Employee shall perform duties assigned and abide by the rules and policies set forth by Employer.

ARTICLE III - DUTIES OF EMPLOYER

Employer certifies that the position to be filled by Participant-Employee is an open position and that employment of Participant-Employee will not result in displacement of another employee who has been laid off.

If the major job duties of Participant-Employee change, Employer shall provide Department with appropriate job description prior to reassigning Participant-Employee.

Employer agrees to fully comply with any applicable law, Rule or regulation regarding child labor the Participant-Employee will be under eighteen (18) years of age.

Employer represents and warrants that Employer will not claim the direct or indirect costs or expenses of training, supervising or compensating Participant-Employee under

any other state or federal program, whether for reimbursement or matching purposes. Employer represents and warrants that Employer is not using funds from any other state or federal program to pay any direct or indirect cost or expense of training or supervising Participant-Employee.

Employer will submit information regarding the Program, including the Participant-Employee, as requested by Department by the 10th day of each month after Participant-Employee begins work regarding Participant-Employee's service for the previous month. Employer may submit the information by e mail, electronic means or on paper to the Department. If Employer does not submit the evaluation on time, the Department will not process any documents for the subsidy payment until Employer has submitted the missing information.

ARTICLE IV - COMPENSATION

As compensation for hours of service actually rendered under this contract, the Participant-Employee shall be entitled to payment from Employer at a rate commensurate with other employees doing the same or similar work.

Participant-Employee's starting rate shall be \$10.00 per hour (not to exceed \$10.00 per hour). Employer agrees to notify Department of any changes in this information.

ARTICLE V - EMPLOYEE BENEFITS

Participant-employee shall not be entitled to any employee benefits required by law and to participate in any pension plan, qualified profit sharing plan, medical and dental insurance plan, life insurance plan, and /or any other employee benefit plan which may be established by Employer.

ARTICLE VI - TERMINATION

Participant-Employee willfully breaches or habitually neglects the duties which he/she is required to perform under the terms of this contract, Employer may at his option, terminate this contract by giving written notice of termination, with cause, to Participant-Employee and Department without prejudice to any other remedy to which Employer may be entitled under law, in equity, or under this contract.

In the event that changes in state or federal policy render Participant-Employee ineligible for continued participation under the existing terms of the contract, Department may terminate the contract by giving written notice of termination to Employer and Participant-Employee. If Participant-Employee's eligibility can be re-established, the contract may be renegotiated.

ARTICLE VII - RECORDS AVAILABILITY AND RETENTION

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Department by the Contractor, shall be made available by Contractor for audit by the Department, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Department by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

ARTICLE VIII - LIMITATION OF LIABILITY- CONTRACTOR DUTIES

A. Contractor agrees to hold Department, any official or employee of Department acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Department, any official or employee of Department acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Department to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Department on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Department may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Department's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Department liable for any indirect or consequential damages, including loss of profits, even if Department knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Department, any official or employee of Department acting in his or her official capacity, or Madison County on account of any alleged infringement of any patent or copyright arising out of

the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Department will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. Department may participate in the defense of any such action.

D. Contractor agrees to pay all damages and costs awarded against Department, any official or employee of Department in his or her official capacity, or Madison County. If any information and/or assistance are furnished by Department at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

ARTICLE IX -- EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1967, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

ARTICLE X - COMPLIANCE REQUIREMENTS

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327 through 330) as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3);
- Section 305 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or

abuse prescription drugs in any way;

- Sections 3517.13 (I) and (J), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.

ARTICLE XI - MODIFICATION AND ADDENDA

Modification or additional articles to this contract may be made upon mutual certification agreement of Employer, Department, and Participant-Employee.

APPROVED:

Amy Long, Office Manager Date 5-30-17
Employer (Name and Title)

Andy Knapp Date 5-31-17
Participant/Employee

B. Cordle Date 5-31-17
Parent/Legal Guardian (if Participant-Employee is under 18)

Rebecca Long Date 6/1/17
MCDJFS Director

MA Fort Date 6-12-17
Madison County Commissioner

Dave Plummer Date 6-12-17
Madison County Commissioner

A.B. VA Date 6/12/17
Madison County Commissioner

Approved as to form: Pros. Attorney: _____ Date _____

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Steve Kaifas, Job & Family Services Fiscal Officer, to approve the contract between Job & Family Services and 56 Auto Sales for Nathan Childers to participate in the Summer Youth Program in accordance with the contract below.

**Madison County DJFS
Ohio Youth Works Program**

This contract is made and entered on the 1st day of June, 2017 by and between the Madison County Department of Job and Family Services, 200 Midway Street, London, Ohio, 43140, 740-852-4770 (Department) and 56 Auto Sales, 781 State Route 56 SW, London, Ohio 43140, (Employer), and Nathan Childers (Participant-Employee).

ARTICLE I - TERM OF CONTRACT

Pursuant to the Rules promulgated by the Ohio Department of Job and Family Services under FAL 159, the Department is authorized to contract with employers under the Ohio Youth Works Program, hereinafter referred to as OWYP.

Employer agrees to employ the above named Participant-Employee for a maximum of 40 hours per week starting on the 5th day of June, 2017. Effective upon receipt of requested verification (time sheets, copy of paycheck and invoice), the Department will issue a subsidy of 100% of the participant's wages, not to exceed \$10.00 per hour.

OWYP begins June 5, 2017 for all participant-employees. OWYP will end on July 28, 2017 for in-school youth 14-15 years of age.

ARTICLE II - DUTIES OF PARTICIPANT-EMPLOYEE

Participant-Employee will be employed as a(n) Lot Tech and shall work at 56 Auto Sales, or at such other places as may be directed by Employer. Participant-Employee shall perform duties assigned and abide by the rules and policies set forth by Employer.

ARTICLE III - DUTIES OF EMPLOYER

Employer certifies that the position to be filled by Participant-Employee is an open position and that employment of Participant-Employee will not result in displacement of another employee who has been laid off.

If the major job duties of Participant-Employee change, Employer shall provide Department with appropriate job description prior to reassigning Participant-Employee.

Employer agrees to fully comply with any applicable law, Rule or regulation regarding child labor the Participant-Employee will be under eighteen (18) years of age.

Employer represents and warrants that Employer will not claim the direct or indirect costs or expenses of training, supervising or compensating Participant-Employee under

any other state or federal program, whether for reimbursement or matching purposes. Employer represents and warrants that Employer is not using funds from any other state or federal program to pay any direct or indirect cost or expense of training or supervising Participant-Employee.

Employer will submit information regarding the Program, including the Participant-Employee, as requested by Department by the 10th day of each month after Participant-Employee begins work regarding Participant-Employee's service for the previous month. Employer may submit the information by e mail, electronic means or on paper to the Department. If Employer does not submit the evaluation on time, the Department will not process any documents for the subsidy payment until Employer has submitted the missing information.

ARTICLE IV - COMPENSATION

As compensation for hours of service actually rendered under this contract, the Participant-Employee shall be entitled to payment from Employer at a rate commensurate with other employees doing the same or similar work.

Participant-Employee's starting rate shall be \$10.00 per hour (not to exceed \$10.00 per hour). Employer agrees to notify Department of any changes in this information.

ARTICLE V - EMPLOYEE BENEFITS

Participant-employee shall not be entitled to any employee benefits required by law and to participate in any pension plan, qualified profit sharing plan, medical and dental insurance plan, life insurance plan, and /or any other employee benefit plan which may be established by Employer.

ARTICLE VI - TERMINATION

Participant-Employee willfully breaches or habitually neglects the duties which he/she is required to perform under the terms of this contract, Employer may at his option, terminate this contract by giving written notice of termination, with cause, to Participant-Employee and Department without prejudice to any other remedy to which Employer may be entitled under law, in equity, or under this contract.

In the event that changes in state or federal policy render Participant-Employee ineligible for continued participation under the existing terms of the contract, Department may terminate the contract by giving written notice of termination to Employer and Participant-Employee. If Participant-Employee's eligibility can be re-established, the contract may be renegotiated.

ARTICLE VII - RECORDS AVAILABILITY AND RETENTION

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Department by the Contractor, shall be made available by Contractor for audit by the Department, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Department by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

ARTICLE VIII - LIMITATION OF LIABILITY: CONTRACTOR DUTIES

A. Contractor agrees to hold Department, any official or employee of Department acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Department, any official or employee of Department acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Department to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Department on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Department may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Department's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Department liable for any indirect or consequential damages, including loss of profits, even if Department knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Department, any official or employee of Department acting in his or her official capacity, or Madison County on account of any alleged infringement of any patent or copyright arising out of

the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Department will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. Department may participate in the defense of any such action.

D. Contractor agrees to pay all damages and costs awarded against Department, any official or employee of Department in his or her official capacity, or Madison County. If any information and/or assistance are furnished by Department at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

ARTICLE IX - EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

ARTICLE X - COMPLIANCE REQUIREMENTS

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3);
- Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or


abuse prescription drugs in any way;

- Sections 3517.13 (I) and (J), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.


ARTICLE XI - MODIFICATION AND ADDENDA

Modification or additional articles to this contract may be made upon mutual certification agreement of Employer, Department, and Participant-Employee.

APPROVED:


 Date 5-30-17
Employer (Name and Title)


 Date 6-1-17
Participant/Employee

 Date 6-1-17
Parent/Legal Guardian (if Participant-Employee is under 18)

 Date 6/1/17
MCDJFS Director

 Date 6-12-17
Madison County Commissioner

 Date 6-12-17
Madison County Commissioner

 Date 6/12/17
Madison County Commissioner

Approved as to form: Pros. Attorney: _____ Date _____

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Contract Agreement – Approved – Sewer & Water District

Mr. Dhume moved per the request of Rob Slane, Administrator, to approve the contract agreement between Madison County Sewer & Water District and Mike Leavitt as in independent contractor in accordance with the contract agreement below.

MADISON COUNTY SANITARY SEWER AND WATER DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT

MADISON COUNTY
COMMISSIONERS
2017 JUN -9 AM 10:17

This Agreement is entered into as of the 12TH day of June, 2017, between The Madison County Sanitary Sewer and Water District ("the County") and Mike Leavitt ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the County hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be set forth in Exhibit A, which may be amended in writing from time to time, if agreed to by both the Contractor and the County.
3. Written Reports. The County may request that written reports or time sheets be provided by the Contractor on an assigned basis.
4. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party.
5. Termination. The County may terminate this Agreement at any time by 30 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the County, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the County at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the County for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. Insurance. The County will not carry liability insurance (including Worker's Compensation) on behalf of the Contractor. All insurance obtained by the Contractor is made at the Contractor's expense and shall not be reimbursed by the County.
8. Choice of Law. The laws of the state of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
9. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: Mike Leavitt
3794 Marion Drive
Enon, Ohio 45323

If to the County: Madison County Sanitary Sewer and Water District
13 North Oak Street
London, Ohio 43140

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Madison County Sanitary Sewer
and Water District

Mike Leavitt

By: 
Its: County Administrator

By: _____
Its: Owner

If to the County: Madison County Sanitary Sewer and Water District
13 North Oak Street
London, Ohio 43140

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Madison County Sanitary Sewer
and Water District

Mike Leavitt

By: 
Its: County Administrator

By: _____
Its: Owner

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Agreement – Approved – Humane Society

Mr. Hunter moved to approve the agreement between Madison County Commissioners and the Humane Society of Madison County (HSMC) for services in accordance with the agreement below. Effective July 1, 2017 through June 30, 2019.

MADISON COUNTY
COMMISSIONERS
CONTRACT FOR SERVICES
2017 JUN 5 PM 5:38
This agreement made this 10th day of June 2017, by and between the Board of Commissioners of Madison County (Commissioners) and the Humane Society of Madison County (HSMC), 2020 State Route 142, West Jefferson, Ohio 43162. Whereas the Commissioners desire to engage the HSMC to perform services for the Commissioners and the HSMC desires to perform such services for the Commissioners for the period starting July 1, 2017 and ending June 30, 2019.

Now therefore in consideration of the mutual promises contained herein, the parties hereto agree as follows:

(1) SERVICES TO BE PERFORMED:

HSMC AGREES TO PERFORM THE FOLLOWING SERVICES FOR THE COMMISSIONERS:

HSMC will provide an animal shelter which shall, at a minimum, meet the criteria and purpose established by the O.R.C. §955.15 and §955.16 and which may provide shelter for any other abused, neglected or abandoned dog in Madison County, Ohio. HSMC shall receive and refer to the Madison County Dog Warden any complaints regarding dogs and unrelated to the shelter. HSMC shall hold regular meetings with the Madison County Dog Warden to review monthly calls, shelter activity, and record keeping. HSMC shall prepare a quarterly report that details the number of dogs brought to the shelter by the dog warden and their dispositions as well stray dogs brought in by citizens. HSMC will prepare and supply various forms for both parties to complete for more effective and efficient record keeping. HSMC shall inform the Madison County Dog Warden when it is in possession of animals that HSMC has designated to be euthanized and which have been held in compliance with O.R.C. §955.16. The HSMC will then dispose of said animals in accordance with the law.

(2) COMPENSATION:

In consideration for the services performed by the HSMC, the Commissioners agree to pay the HSMC \$74,160 during the first year and \$76,385 during the second year of the contract paid in equal monthly installments.

(3) SCOPE OF OBLIGATIONS OF THE HSMC:

Except as is specifically set forth in writing by the parties, the HSMC shall supply all tools, equipment, instruments, supplies and other materials required to perform the services under this agreement.

(4) INDEPENDENT CONTRACTOR:

The Commissioners and the HSMC expressly acknowledge and agree that the services to be provided by the HSMC under this Agreement shall be performed as an independent contractor, and not as an agent,

employee, joint venture or partner of the Commissioners. The parties also expressly acknowledge and agree that the respect to any payments made to the HSMC hereunder, the Commissioners shall not: (i) withhold or pay FICA, Medicare, or other federal, state, or local income or other taxes or charges; or (ii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. The HSMC also acknowledges that as an independent contractor, the HSMC will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by the Commissioners for its employees.

(5) TERMINATION OF SERVICES:

This agreement shall terminate upon the occurrence of any of the following events:

- A. If the HSMC defaults in the performance of this Agreement or materially breaches any of its provisions, Commissioners at Commissioners' option, may terminate the Agreement by giving written notification to the HSMC;
- B. If the Commissioners default in the performance of this Agreement or materially breaches any of its provisions, HSMC, at HSMC's option, may terminate this Agreement by giving written notification to the Commissioners.
- C. In the event of an upswing in intake of more than fifteen (15) percent of the three (3) year average of animals or the required holding of animals for court cases that exceed seven (7) animals this contract may be terminated by HSMC with a written thirty (30) day notice if the HSMC and Commissioners are unable to negotiate appropriate compensation for the additional burden placed upon the HSMC.
- D. Both parties will have one month to cure any breach of provision of this contract.

ENTIRE AGREEMENT OF THE PARTIES:

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

SEVERABILITY:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed on all respects as if such invalid or unenforceable provision were omitted.

FORCE MAJEURE:

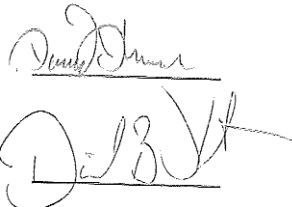
If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused for so long as the circumstance shall prevent such performance.

GOVERNING LAW:

This Agreement will be governed by the construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Date: 6-12-17



BOARD OF COMMISSIONERS

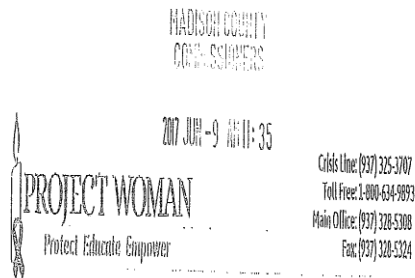
MADISON COUNTY, OHIO

HUMANE SOCIETY OF MADISON COUNTY, OHIO

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Agreement – Approved – Project Woman

Mr. Dhume moved to approve the agreement between Madison County and Project Woman to provide services for victim advocacy in accordance with the contract below.



June 12th, 2017

Dear Commissioner Dhume,

Project Woman, established in 1974, is dedicated to ending domestic violence and sexual assault through protection, education, and empowerment (mission statement). We are accredited through the Council on Accreditation and meet the Standards of Practice outlined by both the Ohio Alliance to End Sexual Violence (OAESV) and the Ohio Domestic Violence Network (ODVN).

Project Woman provides victim advocacy and victim assistance services in a holistic approach. Advocacy is often viewed through a narrow lens considering the facilitation of protection orders, assistance navigating legal matters, and court accompaniment. These are definitely priority services and a key part of advocacy services. However, we also include danger/lethality assessment, safety planning, and timely connection to necessary resources which will enable access to immediate and long-term safety measures based upon the unique needs and preferences of the victim.

Project Woman's maintains a 24-hour Crisis Line. This allows victims and others to call in for information/referral, assistance in accessing services, reaching an advocate who is able to listen to their story and provide support. The Crisis Line also serves as a vehicle for contacting the On Call Advocate who provides crisis response to the hospital and local law enforcement. Victim Advocates will return a call to law enforcement for consultation or meet at the hospital or other mutually agreed upon and secure location as warranted. Connecting to an advocate as soon as possible in the process of responding to an incident of domestic violence or sexual assault is a valuable component in bringing the victim into a collaborative position while assuring their safety.

1 | Page

Project Woman looks forward to the opportunity to offer these services to Madison County. In response to your request for proposal the following is a list of elements included in our Advocacy Program:

- Rapid Response to law enforcement and hospital/Emergency Room
- Needs/Risk Assessment and Safety Planning
- Service Coordination (connecting to needed resources, planning and follow up)
- Court Accompaniment
- Protection Order assistance

Outcome and data reporting will be provided to the Commission at agreed upon intervals and at least annually. Project Woman Advocacy Services are valued at \$42.50 hour. Project Woman will provide 24 hour access and the outlined services for \$1,000.00 per month, not to exceed \$12,000.00. We will provide periodic reporting of service delivery and outcomes outlined within this proposal specifically tracking utilization. Additionally, we will work collaboratively to secure adequate funding to meet identified need and demand for essential services identified in this proposal to include local, state, and federal funds as available.

Thank you for the opportunity to work together to ensure access for victims of domestic violence in Madison County!

Sincerely,

6-12-17
Date

Laura Baxter, Executive Director

Mark Forrest, Chairman
County Commissioners



525 East Home Road | Springfield, Ohio 45503 | Email: projectwoman@projectwomanohio.org
www.projectwomanohio.org

2 | Page

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Note-This agreement is for the Chairman to sign.

Subject: Agreement Revision – Approved – Family Council

Mr. Dhume moved per the request of Sherry Baldwin, Fiscal Officer to revise the agreement amount from \$18,000.00 to \$30,000.00 for the support staffing of early intervention service coordination and home visiting services in Union County between council for Union County families and Madison County Family Council FY2018.

Note-This original agreement was approved on June 5, 2017.

Sissy Wiseman

From: Sherry Baldwin [sbaldwin@co.madison.oh.us]
Sent: Wednesday, June 07, 2017 3:54 PM
To: 'Sissy Wiseman'
Cc: Steve.Kaifas@jfs.ohio.gov; ldodgedorsey@co.madison.oh.us
Subject: FW: Message from "FAMILY-COUNCIL-RICOH-C3003"
Attachments: 20170607160402502.pdf

Hello Sissy,

I have attached the first page of the contract between Union and Madison Family and Children First Councils which was recently approved by the Commissioners.

Please note that an error was found and corrected by Steve Kaifas. The Amount of \$30,000 for the contract is correct. The explanation was in error and should have read (thirty thousand dollars).

Please handle as you deem appropriate.

-----Original Message-----

From: scanning@co.madison.oh.us [mailto:scanning@co.madison.oh.us]
Sent: Wednesday, June 07, 2017 4:04 PM
To: Sherry Baldwin
Subject: Message from "FAMILY-COUNCIL-RICOH-C3003"

This E-mail was sent from "FAMILY-COUNCIL-RICOH-C3003" (MP C3003).

Scan Date: 06.07.2017 16:04:02 (-0400)
Queries to: scanning@co.madison.oh.us

MADISON COUNTY
COMMISSIONERS
2017 JUN -8 AM 6:32

AGREEMENT TO SUPPORT STAFFING OF EARLY INTERVENTION SERVICE COORDINATION
AND HOME VISITING SERVICES
IN UNION COUNTY
BETWEEN COUNCIL FOR UNION COUNTY FAMILIES AND MADISON COUNTY FAMILY COUNCIL
FY 2018

The Board of County Commissioners, Union County, Ohio, as the administrative agent for the Council for Union County Families (Union County), 940 London Avenue, Suite 1900, Marysville, Ohio, 43040, and the Board of County Commissioners, Madison County, Ohio, as the administrative agent for the Madison County Family Council (Madison County), 200 Midway Street, London, Ohio, 43140, make this Agreement regarding Early Intervention Service Coordination and Home Visiting Services in Union County.

WHEREAS, the State of Ohio provides funding to support Early Intervention and Home Visiting Services in each of the counties in Ohio; and

WHEREAS, the funding to support Early Intervention in each of County is partially based upon the number of children served in the previous year; and

WHEREAS, the number of children served in Union County has increased 150% this last fiscal year; and

WHEREAS, Union County currently has no Home Visiting Providers; and

WHEREAS, Union County seeks to financially support the transition of services currently provided by Madison County to children and their families in Union County who are eligible for Early Intervention and Home Visiting services; and

WHEREAS, Madison County has available staff who are trained and experienced in providing Early Intervention and Home Visiting Services and who are able to provide such services to eligible children and their families residing in Union County;

In Consideration of the mutual promises set out below, Madison County and Union County agree as follows:

1. Union County consents to and supports Madison County's application to the Ohio Department of Developmental Disabilities for funds to provide Early Intervention Service Coordination and to the Ohio Department of Health to provide Home Visiting Services for eligible children and their families residing in Union County, Ohio, for state FY 2018 (July 1, 2017 through June 30, 2018).
2. Union County agrees to provide support to Madison County for the provision of home visiting and/or early intervention services at a rate not to exceed of \$2,500 per calendar month wherein Madison served any child in Union County by providing the Home Visiting program and/or served more than 60 children in the Early Intervention program as defined in Item 1. The total value of this contract shall not exceed \$30,000 (eighteen thousand dollars) for State Fiscal Year 2018.
3. Both parties acknowledge that acceptance of this agreement for State Fiscal Year 2018 does not obligate Union County to provide any additional financial support in subsequent years.

4/7/17 SK

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Lease Agreement – Approved – Property

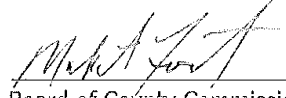
Mr. Hunter moved to approve the lease agreement between Madison County Commissioners and Robert Higgins, tenant, to lease ~41.476 acres in Deercreek Township. Parcels 05-0025.000 and 05-00224.000 – (See detailed information below). The term of this lease is for one year beginning January 1, 2017 through December 31, 2017. This lease amount is \$150.00 per acre or \$6,221.40.

LEASE AGREEMENT

This lease is entered into on the 10th day of JUNE, 2017 by and between the Board of Commissioners of Madison County, Ohio (landlord) 1 North Main Street London, Ohio 43140. Robert Higgins (tenant) 8420 Van Wagner Road London, Ohio 43140.

Landlord hereby leases to the tenant and tenant hereby, leases from landlord, land situated in Deercreek Township Madison County, Ohio, described as follows: being approximately 41.476 of land more fully described in exhibit A.

The term of the lease is 1 year commencing on January 1, 2017, and ending on December 31, 2017. The lease amount is \$150.00 per acre for the year or \$6,221.40 payable on _____.



Board of County Commissioners
Madison County, Ohio

Robert Higgins

STATE OF OHIO)
) SS:
COUNTY OF MADISON)

On this _____ day of _____, 2017, before me, a Notary Public in and for said County, personally came the parties to within Lease by their representative officers, and acknowledged the signing thereof to be their voluntary act and deed and the voluntary act and deed of their respective corporations.

Witness my official seal and signature on the day last above mentioned.

Notary Public

MCCARTY ASSOCIATES, LLC
ARCHITECTS - ENGINEERS - SURVEYORS
HILLSBORO — WASHINGTON CIRCLE — LOVELAND
215 N. HIGHT ST., HILLSBORO, OHIO 45133 • PH: 513-333-9971 FAX: 513-333-2400
Michael J. McCarty, P.E., P.S. — Thomas G. Powell, P.E. — Loren M. Fickert, P.E. — Eric M. Lane, P.S. — James B. Reedy, M.A.

EXHIBIT A

File No. S15-777
August 26, 2015

LEGAL DESCRIPTION
Roman Catholic Bishop
Of the Diocese of Columbus
To
Madison County Board of Commissioners
41.476 Acres Tract

Situated in the Township of Deercreek, County of Madison, State of Ohio, being a part of V.N.S. Nos. 8965-10927 and 12142-12153, contains 3.872 acres of the 30.18 acres "Parcel I, Tract Two" (Parcel No. 05-00225.000), and contains all (37.604 acres) of the 37.6240 acres "Parcel I, Tract Three" (Parcel No. 05-00224.000) as conveyed to the Roman Catholic Bishop of the Diocese of Columbus and recorded in Deed Book 280, Page 720 of the Madison County Recorder's Office, and being further bounded and described as follows:

Beginning at a 5/8" iron pin (set) near the east edge of the pavement of Lafayette-Plain City Road (County Road No. 5), said iron pin being a corner to the 92.851 acres tract as conveyed to John E. Wilson and Christina R. Wilson (O.R. 255, Page 128) as shown on Survey Plat No. 11-10, and having Ohio State Plane Coordinates Northing 716,116.890 feet, Easting 1,716,680.830 feet South Zone and based upon NAD 83 (2011);

thence with Wilson's southerly line S 70°23'00" E, passing a 5/8" iron pin (found) at 16.70 feet, a total distance of 3980.58 feet to a 4 1/2" diameter steel post (found) in the northwesterly line of the 178.877 acres "Tract 1" as conveyed to

Paul W. Schrock (O.R. 90, Page 1735) as shown on Survey Plat No. 42-99;

thence with Schrock's northwesterly line E 43°42'12" W, a distance of 179.12 feet to a 1" iron pipe (found);

thence with Schrock's southwesterly line S 51°13'02" E, a distance of 1757.73 feet to a 5/8" iron pin (found) in the northerly limited access right-of-way line of Interstate 70 (MAD-70-6.25) from which a 1" iron pipe (found bears S 55°02'19" E, a distance of 1.66 feet;

thence with the northerly limited access right-of-way line of Interstate 70 for the next three calls:

- (1) S 77°56'08" W, a distance of 528.51 feet to a 5/8" iron pin (set);
- (2) S 75°03'44" W, a distance of 685.11 feet to a 5/8" iron pin (set);
- (3) S 74°19'06" W, a distance of 485.17 feet to a 5/8" iron pin (set), said iron pin being the southeasterly corner of the 51.981 acres "Tract II" as conveyed to Ryan McMurray and Elizabeth E. Cluchey (O.R. 232, Page 1983) as shown on Survey Plat No. DE-24A;

thence with McMurray's easterly line N 21°40'11" W, a distance of 154.08 feet to a 5/8" iron pin (set);

thence also with McMurray's easterly line N 29°38'15" W, a distance of 828.90 feet to a 5/8" iron pin (set) near a post stub, said iron pin being the southerly most corner of the original 50.28 acres "Parcel I, Tract One" as conveyed to the Roman Catholic Bishop of the Diocese of Columbus and recorded in (D.B. 280, Page 720);

thence with the southeasterly line of the Roman Catholic Bishop of the Diocese of Columbus N 48°33'34" E, passing the

42-99

42-99

Handwritten mark

northeasterly corner of the original 50.28 acres "Parcel 1, Tract One" and continuing with the southeasterly corner of the 30.18 acres "Parcel 1, Tract Two" as conveyed to the Roman Catholic Bishop of the Diocese of Columbus and recorded in (D.B. 280, Page 720), a distance of 949.89 feet to a 5/8" iron pin (set);

thence with a new division line for the next three calls:

(1) N 51°13'02" W, a distance of 36.70 feet to a 5/8" iron pin (set);

(2) N 28°15'35" E, a distance of 148.68 feet to a 5/8" iron pin (set);

(3) N 70°23'00" W, passing a 5/8" iron pin (set) at 3848.68 feet, a total distance of 3872.01 feet to a Mag nail (set) in Lafayette-Plain City Road;

thence with Lafayette-Plain City Road N 14°38'00" E, a distance of 40.15 feet to the beginning, containing 41.476 acres of land.

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

Bearings are based upon the Grid Azimuth (AZ. 46° 09' 04.5") between National Geodetic Survey CORS Station "CORB" and Madison County Geodetic Survey Monument "MAD 02-016" and derived from GPS observations taken July 25, 2014, utilizing the Trimble CDOT CORS VRS (Virtual Reference System).

Land surveyed in August 2015, under the direction of Thomas E. Purtell, Registered Professional Surveyor No. 6519, the survey plat of which is referred to as Project No. S15-777 on file in the office of McCarty Associates, LLC, Washington C.H., Ohio.

All iron pins (set) are 5/8" diameter with 1-1/4" diameter plastic caps stamped "McCARTY ASSOCIATES".

Thomas E. Purtell
Thomas E. Purtell, P.S. 6519

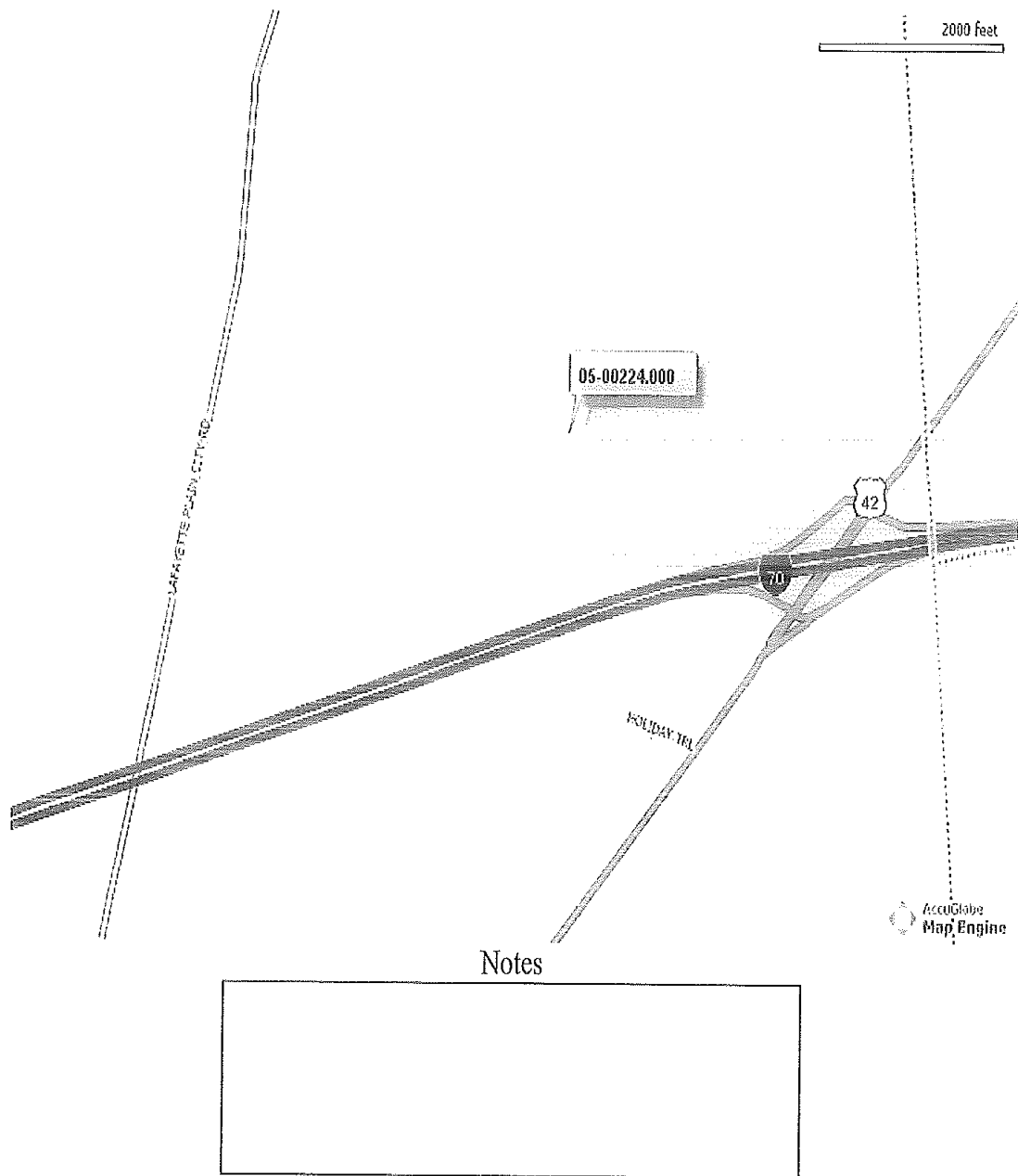


11-11

11-11

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Madison County, Ohio: Online Auditor -



Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution– Approved – West Jefferson Annexation Revision

Mr. Hunter moved to approve the West Jefferson Annexation revision resolution # 061217 in the matter of granting the type II annexation petition to R.C. 709.203 to the Village of West Jefferson of 43.108+/- acres more or less from Jefferson Township, Madison County, Ohio.

Steve Pronai

From: Molly R. Gwin <mgwin@isaacwiles.com>
Sent: Thursday, June 08, 2017 11:31 AM
To: spronai@co.madison.oh.us
Cc: Thomas L. Hart
Subject: Petition for Annexation - TH Midwest, Inc./Sky Ranch Properties, L.L.C. [WBBB-DMS.FID1743375]
Attachments: West Jefferson Annexation Approval from Madison County Commissioners.pdf; West Jefferson Annexation Paperwork.pdf

MADISON COUNTY
COMMISSIONERS
2017 JUN 12 AM 8:12

Good morning Steve: I hope that you are well. I am following up regarding the petition for annexation that was filed by TH Midwest, Inc. and Sky Ranch Properties, L.L.C. See attached. We received the petition via email from Sissy on June 1, 2017. In accordance with the statutory timelines, we will need the Commissioners to hear the hear, if possible, on Monday, June 12, 2017. The steps required are below.

1. R.C. 709.023(E) requires that "...not less than thirty or more than forty-five days after the date that the petition is filed, the board of county commissioners shall review it to determine if each of the following condition has been met." In this case, the petition was filed on May 10, 2017, and the attached resolution was journalized on May 30, 2017.
2. We also need the approval to be done as a Resolution that is signed by all of the approving Commissioners. I do not believe that the resolution we got (see attached) was signed by all of them.
3. After the Clerk needs to send a certified copy of the petition to the agent for the petitioners, and the clerk of the legislative authority (in this case, the Village of West Jefferson). It needs to be a hard copy. See R.C. 709.033.

Should you have any additional questions, please feel free to contact me. Also, if you could please confirm that this will be done at Monday, June 12, 2017, it would be very much appreciated.

Thank you,
Molly



Molly R. Gwin, Esq.
Attorney
Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Ste. 700
Columbus, Ohio 43215-5098
Main: 614-221-2121 • Fax: 614-365-9516
Direct: 614-340-7429
email: mgwin@isaacwiles.com

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MADISON COUNTY
COMMISSIONERS

RESOLUTION NO: 061217 IN THE MATTER OF GRANTING THE TYPE II
ANNEXATION PETITION PURSUANT TO R.C. 709.203 TO THE VILLAGE OF WEST
JEFFERSON OF 43.108 +/- ACRES MORE OF LESS FROM JEFFERSON TOWNSHIP,
MADISON COUNTY OHIO

It was moved by M.A. Hunter, second by M.A. Dhume to approve the
following resolution

Whereas, on May 10, 2017, the Clerk to the Board of Commissioners received an annexation
petition filed by Thomas L. Hart, agent for the petitioner, of 43.108 acres, more or less, in
Jefferson Township to the Village of West Jefferson;

Whereas, pursuant to R.C. 709.023, if the municipality of the township does not file an objection
within 25 days after filing of annexation, the Board at its next regular session shall enter upon its
journal a resolution granting the proposed annexation;

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the
Village of West Jefferson or Jefferson Township;

Therefore, be it resolved, by the Madison County Board of Commissioners that the petition for
annexation is granted to annex 43.108 acres, more or less, in Jefferson Township to the Village
of West Jefferson

M.A. Hunter
M.A. Dhume
J.B. Holt

I, Sissy Wiseman, Clerk to the Madison County Board of Commissioners, hereby certify that the
foregoing is a true and accurate copy of a resolution of the Board of Commissioners of Madison
County duly adopted on June 12, 2017, and appearing upon the official records of said Board.

Sissy Wiseman / Clerk
Sissy Wiseman, Clerk for the Madison County
Commissioners

3880818.1 : 10481 00002

MADISON COUNTY
COMMISSIONERS
2017 JUN 12 AM 8:44

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes,
Mr. Dhume, yes, and Mr. Hunter, yes.
Note-This original annexation was approved on 5-30-17.

Subject: Resolution – Approved – Executive Session

Mr. Dhume per the request of Bryan Dhume, Engineer, to enter into executive session at 8:48 a.m. to discuss litigation.

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to exit out of executive session at 8:59 a.m. No action was taken.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 11:04 to discuss a personal issue.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Executive Session

Mr. Dhume moved to exit out of executive session at 11:22 a.m. No action was taken.

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Fairground Restroom

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to continue working with the architect and plans for the renovation of the fairground restroom.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Appointment – Approved – Zoning

Mr. Hunter moved to re-appoint Benjamin Berman, to the Rural Zoning Commission. This term of this appointment is from February 1, 2016 through February 1, 2021.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Note-The term of this appointment expired on February 1, 2016.

Subject: Appointment – Approved – Metropolitan Housing Authority

Mr. Dhume moved to appoint Henry Comer as a member of the Metropolitan Housing Authority to replace the Reverend Steven Rodgers. Term effective June 12, 2017 through October 6, 2019.

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Appointment – Approved – Local Emergency Planning Committee (LEPC)

Mr. Hunter moved to re-appoint Rob Slane, Administrator, as a member of the LEPC committee. Effective 8-15-17 through 8-14-19.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Meeting Request – Approved – Job & Family Services

Mr. Hunter moved per the request of Steve Kaifas, Job & Family Services Fiscal Officer, to approve the required and in compliance of ORC section 325:20 meeting request for the following:

Barb Otto to “The Purple Project’s 8th Annual Foster Care Youth Conference.” June 15-16, 2017. Cost \$1,269.38.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Mark Forrest

David Dhume

David Hunter

ATTEST: _____