

Burnett Desktop T:1010070LD

Commissioners Journal # 86 Page 289

June 12, 2017

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 GALOWIN, DIRECTOR
PO BOX 184
LONDON OH 43140

Invoice for Services
2017 JUN - 5 Fri 3: 54
How to Contact Us:
1-800-282-0370
Monday - Friday 9-4


Account Summary	
Previous Balance	\$3,009.60
Current Charges	\$369.00
Payments, Credits	(\$3,009.60)
Current Balance	\$369.00
Statement Date:	6/30/2017
Payment Due Date:	7/30/2017

Transactions			
01/30/2017		Balance Brought Forward	\$3,009.60
05/30/2017	CHK 20974	Payment	(\$3,009.60)
05/31/2017	BILL0020002220522	Financial Audit - 17A40MADI-FA216	\$369.00

* New 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

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

Make Check Payable To:
Treasurer of State of Ohio

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

Remit To:
Dave Yost
Auditor of State
Accounts Receivable Office
P.O. Box 711625
Cincinnati, OH 45271-1625

Amount Enclosed: 369

Subject: Appropriation - Approved - Commissioners Other

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

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$136.00.

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

Subject: Transfer - Approved - Park Board

Mr. Hunter moved to approve the transfer for the following:

Transfer from: Commissioners Other (1000-A01A-5-0046) in the amount of \$136.00.

Transfer to: Park Board (7125-0000-1-1010) in the amount of \$136.00.

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

Subject: Appropriation - Approved - Park Board

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

Appropriate: Park Board Other (7125-T892-5-0046) in the amount of \$136.00.

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

Invoice

Invoice # 1000-0000-1-1010-0001

Date: 6/12/17

Time: 11:00 AM

Client: Park Board

Address: 1000 W. 12th Street, Suite 100, Columbus, OH 43260

Phone: 614-292-3100

Fax: 614-292-3101

Particulars	Debit	Credit	Balance
Check # 1000-0000-1-1010-0001	136.00		136.00
Check # 1000-0000-1-1010-0002	136.00		272.00
Check # 1000-0000-1-1010-0003	136.00		408.00
Check # 1000-0000-1-1010-0004	136.00		544.00
Check # 1000-0000-1-1010-0005	136.00		680.00
Check # 1000-0000-1-1010-0006	136.00		816.00
Check # 1000-0000-1-1010-0007	136.00		952.00
Check # 1000-0000-1-1010-0008	136.00		1088.00
Check # 1000-0000-1-1010-0009	136.00		1224.00
Check # 1000-0000-1-1010-0010	136.00		1360.00
Total	1360.00		1360.00
Balance Due		1360.00	

Sissy Wiseman

From: Sissy Wiseman [mailto:wiseman@madisoncountyoil.com]
 Sent: Wednesday, May 24, 2017 10:41 AM
 To: Sissy Wiseman
 Subject: FW: Park Boarding & Maintenance, Inc. #1000-0000-1-1010-0001

Hi Sissy, thank you for the invoice. Thank you.

Miy

From: Sissy Wiseman [mailto:wiseman@madisoncountyoil.com]
 Sent: Wednesday, May 24, 2017 10:41 AM
 To: Sissy Wiseman
 Subject: FW: Park Boarding & Maintenance, Inc. #1000-0000-1-1010-0001

Here is the invoice. Thank you.

Sissy Wiseman
 Secretary/Treasurer
 Park Boarding & Maintenance, Inc.
 Phone: 740-423-3311
 Fax: 740-423-3318

Burrett-Domenech T1010070.D

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
740-843-4760

CHIEF PROBATION OFFICER
740-852-7169

COURT REPORTER
740-852-7162

SECRETARY
740-843-4760

IN THE COURT OF COMMON PLEAS
MADISON COUNTY, OHIO
EAMON P. COSTELLO, JUDGE
P.O. BOX 527
LONDON, OHIO 43140
740-843-4760

MADISON COUNTY
COMMISSIONERS
2017 JUN -5 4:10:33

June 6, 2017

SUBJECT: INCREASE APPROPRIATION

HONORABLE COMMISSIONERS
COURTHOUSE
MADISON COUNTY, OHIO

DEAR SIR:

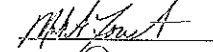


For the purpose of paying expenses associated with Opioid Awareness Program created by Madison County Common Pleas Court, it is respectfully requested that you increase appropriation per unappropriated funds as follows:

- 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 2051P00050946, 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

MADISON COUNTY
 COMMISSIONERS
 15 JUN 16 10:56 AM

Memo

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.

Current Database 1/19/2007/0/0

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 11:10:23

Type of Amendment: Reassignment 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
109	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	28,730.00	2,020.00	28,750.00
219	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	4,600.00	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:

Signature: *Christina D. Brown* Date: 6/12/17
Administrative Judge
Mark Hunter Date: 6-12-17
President, County Commissioners / County Executive

Amend Attachment A rev FY16 (page 2).xls

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
740 645-1122
CHIEF PROBATION OFFICER
740 645-1155
COURT REPORTER
740 645-1122
SECRETARY
740 645-1122

IN THE COURT OF COMMON PLEAS
MADISON COUNTY, OHIO
EDMOND COSTELLO, JUDGE
P.O. BOX 627
LONDON, OHIO 43140
740 645-1780

MADISON COUNTY
COMMISSIONERS
2017 JUN -8 PM 1:42

SUBJECT: FUND CREATION

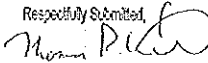
DATE: JUNE 8, 2017

HONORABLE COMMISSIONERS
COURTHOUSE
MADISON COUNTY, OHIO

DEAR SIR:

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.

Daniel D. Boehm T161037010

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 DFS
Ohio Youth Works Program**

This contract was entered into this 21 day of May, 2017 by and between the Madison County Department of Job and Family Services, 200 McKinley Street, Bowling, Ohio, 43141, 740-832-4100 (Department) and 56 Auto Sales, 751 State Route 555 N, Leokley, Ohio 43141, (Employee) and Josh Knapp (Participant Employee)

ARTICLE I - TERM OF CONTRACT

In accordance with the Public Jobs Act of the Ohio Department of Job and Family Services under 614.133, the Department is authorized to contract with employees under the Ohio Youth Works Program, the statute is referred to as 614.13.

Employer agrees to employ the above named Participant Employee for a maximum of 42 hours per week starting on the 5th day of June, 2017. If there is a space receipt of requested verification (time sheets, copy of paycheck and invoice), the Department will have a liability of 100% of the participant's wages, not to exceed \$10.00 per hour.

Contract begins on 6/5, 2017 for all participant employees. Contract will end on July 21, 2017 for in school youth 14-15 years of age.

ARTICLE II - DUTIES OF PARTICIPANT EMPLOYEE

Participant Employee will be employed at job 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 shall be held to 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 a 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 for the Participant Employee will be under age 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 15th 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 and 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 but 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 for 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 MAINTENANCE AND RETENTION

which for use, repair, and maintenance, including the purchase of materials, and the performance of the contract shall be made available to the contractor at the time of the award of the contract.

If the contractor is unable to perform the contract, the contractor shall be liable for the cost of the contract, including the cost of the materials, reports, and studies, and the cost of the defense of the same.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

A. The contractor shall 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.

B. The contractor shall 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.

C. The contractor shall include in all 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.

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.

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.

ARTICLE IV - 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.

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.

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 DIPS
Ohio Youth Works Program

This contract is made and entered on the 1st day of July, 2017 by and between the Madison County Department of Job and Family Services, 222 Liberty Street, London, Ohio, 43130 (Department) and 56 Auto Sales, 751 State Route 55 SW, London, Ohio 43140, (Employer) and Nathan Childers (Participant Employee).

ARTICLE I - TERMS OF CONTRACT

Pursuant to the rules promulgated by the Ohio Department of Job and Family Services under PA 131, the Department is authorized to contract with any person under the Ohio Youth Works Program, for distribution of funds as follows:

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. If the employee receipt of requested authorization (two sheets, copy of paycheck and invoice) the Department will fund a total of 100% of the participant's wages, not to exceed \$10.00 per hour.

Contract begins June 5, 2017 for all participant employees. Contract will end on July 13, 2017 for individual youth 19-25 years of age.

ARTICLE II - DUTIES OF PARTICIPANT EMPLOYEE

Participant Employee will be employed as a 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 all duties 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 15th day of each month after Participant Employee begins work regarding Participant Employee's earnings 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 monthly 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 voluntarily terminates 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 MAINTENANCE AND INTENTION

Barrett-Dorshner 11010070LD

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 Internal Security Services, the Auditor of State of Ohio, the Ohio Inspector General, and any appointed law enforcement officials, and agencies of the United States government for the purpose of making audits, examinations, requests, and transcriptions.

All records related to this work performed and supporting documentation for invoices submitted to Department by Contractor shall be retained for a minimum of 5 years after the termination of this Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. Every Division, County, regulatory body or other action involving the records has the right 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 IV - EMPLOYMENT OF CONTRACTOR'S EMPLOYEES

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 release or defend 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 judgment or damages 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 law or claim to be filed or presented against the County, Department or account of any labor services, or materials furnished. Contractor will not release or refuse to make prompt payment of any claims for labor services, or materials furnished to Contractor by any person in connection with this Contract or such claims because the proper claim or claims representing Department may, but are not obligated to pay such claims to the person furnishing the labor or services and despite the amount of the payment against the funds due or to be due to 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 proceed 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 or other part 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, 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 obligation of Contractor under this Section survives the termination of this Contract, without limitation.

ARTICLE V - 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 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 of its 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 VII and 16141A of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11875, and as supplemented in Department of Labor regulations (41 CFR Part 60)
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title VI 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 Opportunity Act, as amended;
- Uniformed Services Act, as amended; and
- Sections 11271 and 11272, and Chapter 112, Revised Code.

ARTICLE 4 - COMPLIANCE REQUIREMENTS

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

- Code Book Act (41 U.S.C. 7501 to 7507), Public Law 71-413, as supplemented by Department of Labor regulations (29 CFR Part 5)
- Sections 305 and 307 of the Contract Work Hours and Holiday Standards Act (41 U.S.C. 321 et seq. 32) as supplemented by Department of Labor regulations (29 CFR part 5)
- Copeland "Anti-Sweatshop" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 CFR, Part 5)
- Section 306 of the Clean Air Act (41 U.S.C. 101) and Section 502 of the Clean Water Act (33 U.S.C. 1361), Executive Order 11738, and environmental protection agency regulations (40 CFR part 13)
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan filed in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 90 Stat. 274)
- 29 CFR Part 54 and 45 CFR 16 regarding drug free workplace. Contractor will make a good faith effort to assess all employees performing duties or responsibilities under the 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 (B) and (C), 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 the hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 139, Revised Code, estate, or trust.

ARTICLE 6 - MODIFICATION AND ASSIGNMENT

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

APPROVED:

Amey B. Hunter Date: 5-30-17
Employer (Department)

William Hunter Date: 4-1-17
Participant Employee

Forrest Date: 6-1-17
Participant Employee (to be 10)

William Hunter Date: 1-1-17
Participant Employee

William Hunter Date: 6-18-17
Participant Employee

William Hunter Date: 6-1-17
Participant Employee

William Hunter Date: 6/2/17
Participant Employee

Approved by Term Proc. Manager _____ 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 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-line 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

Madison County, Ohio
Clerk of Court
Linda G. Cook

Madison County, Ohio
Clerk of Court
Linda G. Cook

My public duty being done, I hereby certify the within to be true and correct.

My public duty being done, I hereby certify the within to be true and correct.

Witness my hand and seal of office at the County Seat of Madison, Ohio, this 12th day of June, 2017.

Witness my hand and seal of office at the County Seat of Madison, Ohio, this 12th day of June, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the County Seat of Madison, Ohio, this 12th day of June, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the County Seat of Madison, Ohio, this 12th day of June, 2017.

Madison County, Ohio
Clerk of Court
Linda G. Cook

Madison County, Ohio
Clerk of Court
Linda G. Cook

By: _____
Linda G. Cook

By: _____
Linda G. Cook

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

2017-001-5 P. 38
This agreement made this 13th 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. §§55.15 and §55.16 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. §55.16. 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 if it is not a provision of the Commission. The parties do not agree that the Commission shall not be bound by any provision of the Public Employees' Collective Bargaining Agreement which is not a provision of the Public Employees' Collective Bargaining Agreement. The Commission shall not be bound by any provision of the Public Employees' Collective Bargaining Agreement which is not a provision of the Public Employees' Collective Bargaining Agreement. The Commission shall not be bound by any provision of the Public Employees' Collective Bargaining Agreement which is not a provision of the Public Employees' Collective Bargaining Agreement.

ARTICLE I - PURPOSE

The purpose of this Agreement is to provide for the orderly and peaceful resolution of any disputes between the parties.

- A. If the Public Employees' Collective Bargaining Agreement is not a provision of the Public Employees' Collective Bargaining Agreement, the Commission shall not be bound by any provision of the Public Employees' Collective Bargaining Agreement which is not a provision of the Public Employees' Collective Bargaining Agreement.
- B. If the Commission is not a provision of the Public Employees' Collective Bargaining Agreement, the Commission shall not be bound by any provision of the Public Employees' Collective Bargaining Agreement which is not a provision of the Public Employees' Collective Bargaining Agreement.
- C. In the event of any dispute between the parties, the parties shall attempt to resolve the dispute through the grievance procedure set forth in the Public Employees' Collective Bargaining Agreement. If the dispute is not resolved through the grievance procedure, the parties shall submit the dispute to the Public Employees' Collective Bargaining Agreement for resolution.
- D. The parties shall not be bound by any provision of the Public Employees' Collective Bargaining Agreement which is not a provision of the Public Employees' Collective Bargaining Agreement.

ARTICLE II - SCOPE

This Agreement shall apply to all employees of the County of Madison, Ohio, who are employed in a position which is covered by the Public Employees' Collective Bargaining Agreement. The Commission shall not be bound by any provision of the Public Employees' Collective Bargaining Agreement which is not a provision of the Public Employees' Collective Bargaining Agreement.

ARTICLE III - DEFINITIONS

The words and phrases used in this Agreement shall have the meanings ascribed to them in the Public Employees' Collective Bargaining Agreement. The Commission shall not be bound by any provision of the Public Employees' Collective Bargaining Agreement which is not a provision of the Public Employees' Collective Bargaining Agreement.

ARTICLE IV - MISCELLANEOUS

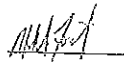
If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, flood, city and county emergencies, weather conditions, control exercised by a governmental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

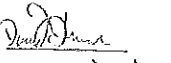
GOVERNING LAW

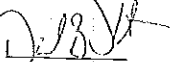
This Agreement shall be governed by the laws of the State of Ohio.

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

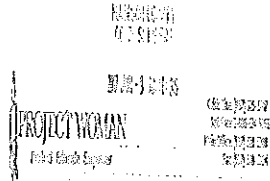
MAJORITY SOCIETY OF MADISON COUNTY, OHIO

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

Barrett Buchanan T1610070LD

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 28, 2017

Dear Commissioner Dhume,

Project Woman, established in 2014, is a 501(c)(3) nonprofit organization...

Project Woman provides crisis advocacy and information services for both...

Project Woman maintains a 24-hour crisis line that is staffed and monitored...

Project Woman looks forward to the opportunity to offer these services to Madison County...

- Rapid Response to Law Enforcement and Hospital Emergency Room
• Needs Risk Assessment and Safety Planning
• Service Coordination (procuring needed resources, planning and follow up)
• Court Accompaniment
• Protective Order Assistance

Online and data reporting will be provided to the Commissioner of agreed upon intervals and at least monthly...

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

Sincerely,

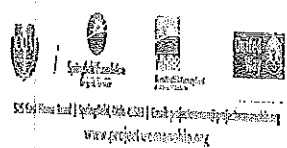
6-12-17

Date

[Signature]

Laura Bender, Executive Director

Mark Farrel, Chairman
County Commissioner



1/111

2/111

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; Kodge Dorsey@co.madison.oh.us
Subject: FW: Message from "FAMILY-COUNCIL-RICOH-C3003"
Attachments: 20170607160402802.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" (IP C3003).

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

Burrell Dobson T-10 (02/76) D

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 premises 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 (thirty 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.

4/11/17 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

Current Ordinance T 1010070.D

ISSUED BY
RESOLVED BY

APPROVED BY
RESOLVED BY

MCCARTY ASSOCIATES, LLC

MEMBER OF THE
NATIONAL ASSOCIATION OF REALTORS
10000
10000
10000

EXHIBIT

Page 1 of 1
Page 1 of 1

Madison County Board of Commissioners
at 400 West Main

2/1/2017

2/1/2017

Situated in the County of Madison, State of Ohio, being a part of the 10000 and 10000
Block, contains 10000 acres of the 10000 acre Parcel 1, Book
100 of the 10000, and contains all the land of
the 10000 acre Parcel 1, Book 100 of the 10000
Block and is conveyed to the Board of Commissioners of Madison
County and recorded in Book 100, Page 100 of the Public
County Recorder's Office, and being further bounded and described
as follows:

Beginning at a 5/8" iron pin (not) near the east edge of the
portion of 10000-acre City and County Lot 2, and
from pin being a corner to the 10000 acre tract as conveyed to
the Board of Commissioners of Madison County, Ohio, by a plat as
shown on Survey Plat No. 10000, and being pin from West
Coordinate Bearing 70°15' 00" East, bearing 1.0000 the 10000 feet
back line and being upon 10000 (D.M.);

Thence with Adams's southerly line S 70°15' 00" E, passing
a 5/8" iron pin (not) at 14.00 feet, a total distance of
10000 feet to a 4" diameter steel post (found) in the
southerly line of the 10000 acre Parcel 1 as conveyed to

Paul P. Schrock (D.R. 30, Page 100) as shown on Survey Plat No.
10000;

Thence with Schrock's southerly line S 49°15' 00" E, a
distance of 100.00 feet to a 1" iron pin (found);

Thence with Schrock's southerly line S 5°15' 00" E, a
distance of 100.00 feet to a 5/8" iron pin (found) in the
southerly limited access right-of-way line of Interstate 70
10000-10000 feet from station 4+75 iron pin (found) being S 10°15' 00" E,
a distance of 1.00 feet;

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

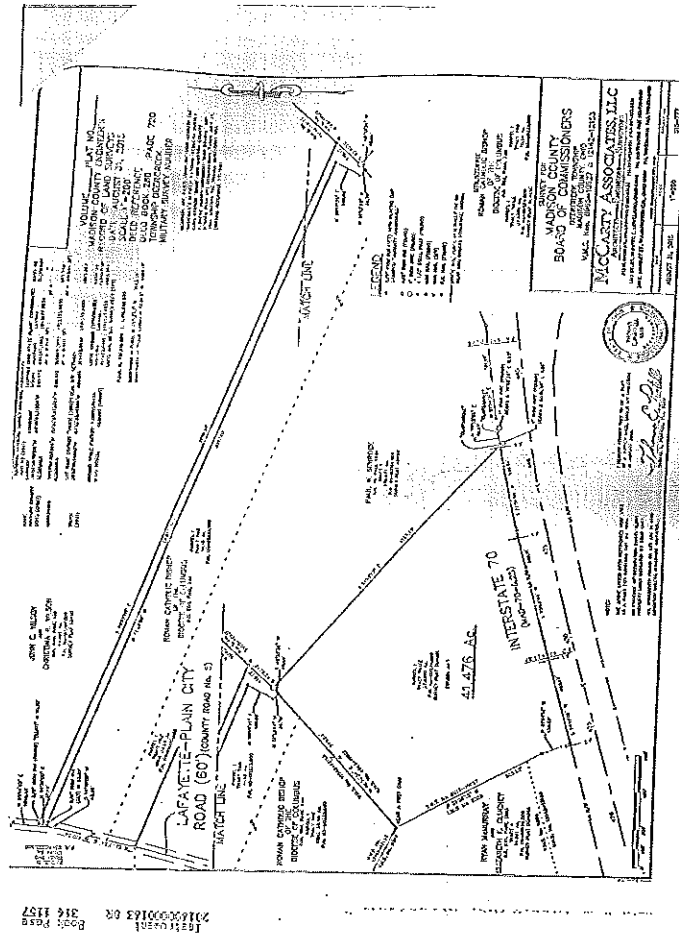
- (1) S 70°15' 00" E, a distance of 100.00 feet to a 5/8" iron pin (not);
- (2) S 70°15' 00" E, a distance of 100.00 feet to a 5/8" iron pin (not);
- (3) S 70°15' 00" E, a distance of 100.00 feet to a 5/8" iron pin (not), said iron pin being the southerly corner of the 10000 acre Parcel 10000 as conveyed to Egan Schrock and Elizabeth E. Clough (D.R. 100, Page 1000) as shown on Survey Plat No. 10000;

Thence with Schrock's southerly line S 49°15' 00" E, a
distance of 100.00 feet to a 5/8" iron pin (not);

Thence also with Schrock's southerly line S 10°15' 00" E, a
distance of 100.00 feet to a 5/8" iron pin (not) near a post
stub, said iron pin being the southerly west corner of the
original 10000 acre Parcel 1, Book 100 as conveyed to the
Board of Commissioners of Madison County and recorded in
D.R. 100, Page 1000;

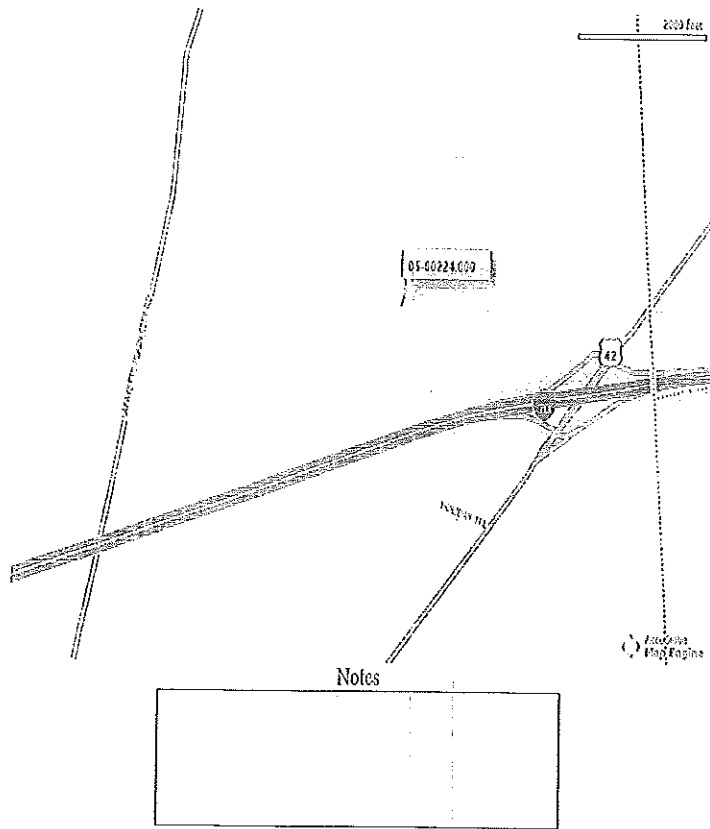
Thence with the southerly line of the Board of
Commissioners of Madison County S 49°15' 00" E, passing the
Bishop of the House of Commons S 49°15' 00" E, passing the

Barrett Stephens T1618070LD



[Print](#) | [Back](#)

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 Pronal

From: Molly R. Gwin <mrgwin@isacwiles.com>
 Sent: Thursday, June 08, 2017 11:31 AM
 To: spronal@comadison.oh.us
 Cc: Thomas L. Hart
 Subject: Petition for Annexation - TH Midwest, Inc./Sky Ranch Properties, LLC. (WBEB-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

 isaacwiles

Molly R. Gwin, Esq.
 Attorney
 Isaac Wiles Burkholder & Feeter, LLC
 Two Mansard Plaza, Ste. 700
 Columbus, Ohio 43215-5553
 Mpls: 614-221-2121 • Fax: 614-355-9516
 Direct: 614-340-7479
 email: mrgwin@isacwiles.com

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MADISON COUNTY
COMMISSIONERS

RESOLUTION NO: 66137 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 OR LESS FROM JEFFERSON TOWNSHIP,
MADISON COUNTY OHIO

It was moved by Mr. Hunter, second by Mr. 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. Hat, 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

[Signature]
[Signature]
[Signature]

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.

[Signature]
Sissy Wiseman, Clerk for the Madison County
Commissioners

333718 12 10 31 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.

Barrett Duthies T16102791.D

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.

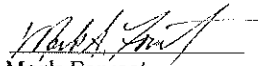
Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.


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: Katie Wisner