

Commissioners Journal # 86 Page 170

May 15, 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: Appropriation - Approved - Drug Law Enforce

Mr. Hunter moved per the request of Steve Pronai, Prosecutor, to approve the appropriation per unappropriated funds for the following:

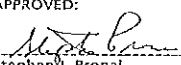
Appropriate: Drug Law Enforce Expenses (2009-B100-5-3000) in the amount of \$200,000.00.

MADISON COUNTY  
PROSECUTOR'S OFFICE

MEMORANDUM

TO: Madison County Commissioners  
FROM: Stephen J. Pronai  
RE: Appropriation of funds  
DATE: May 9, 2017

Please approve the appropriation of funds for Account Number 2009-B100-53000 in the amount of \$200,000.00.

APPROVED:  
  
Stephen J. Pronai  
Prosecuting Attorney

MADISON COUNTY  
COMMISSIONERS  
MAY 15 2017

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 – 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 \$3,095.00.



Dave Yost  
Ohio Auditor of State

Madison County Family & Children's First Council  
Invoice for Services

How to Contact Us:  
1-800-392-0070  
Monday - Friday 8-4

Customer Number: 17AAA

MADISON COUNTY FAMILY & CHILDREN'S FIRST COUNCIL  
SHERRY BALDWIN, DIRECTOR  
PO BOX 624  
LONDON OH 43130

Account Summary

Previous Balance	\$378.50
Current Charges	\$1,685.50
Payments, Credits	(\$528.50)
Current Balance	\$1,035.50
Statement Date:	6/30/2017
Payment Due Date:	9/30/2017

Transactions

03/31/2017	Balance Brought Forward	\$378.50
04/29/2017	CE# 303347 Payment	(\$578.50)
04/30/2017	Financial Audit - 17AACMAD-FA216	\$1,035.50

\*Now available: Online customer information and electronic billing statements. For more information, please visit <http://services.ohioauditor.gov>

Current	\$1.00	\$1.50	\$1.00	\$1.10	\$2.00
\$1,035.50	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00

PLEASE RETURN BOTTOM PORTION WITH YOUR REMITTANCE



Dave Yost  
Ohio Auditor of State

Balance Due: \$1,035.50  
Payment Due Date: 9/30/2017  
Customer Number: 17AAA  
Customer Name: MADISON COUNTY FAMILY & CHILDREN'S FIRST COUNCIL

Make Check Payable To:  
Treasurer of State of Ohio

Apply Payment To:  
42230 - Financial Audit - 17AACMAD-FA216  
- Other

Remit To:  
Dave Yost  
Auditor of State  
Accounts Receivable Office  
P.O. Box 711525  
Cincinnati, OH 45271-1525

Amount Enclosed:

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 appropriation is to increase PO#1055 and to pay for the invoice for the Madison County Family & Children's State audit. See May 8, 2015 minutes for details.\*

Current: Doshier T:101.0070.0

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 \$5,523.63.

Sissy Wiseman

From: Douglas Mansfield (dmansfield@lrmq-law.com)  
Sent: Friday, May 12, 2017 3:32 PM  
To: Sissy Wiseman  
Subject: Brad Higeston  
Attachments: Madison County\_Invoice\_022017.pdf, Madison County\_Invoice\_092016.pdf

Sissy, I hope all is well with you. I am following up on some invoice issues. The two attached invoices have not yet been paid. We did receive a check some time ago, check #305189, for \$16,990.00, but that check was sent in error (that amount was for a prior invoice that had already been paid). I sent that check back to the County in December but never received a response back, and then these two invoices are still outstanding. Please let me know if you have any questions or need anything further from me. Thanks, Doug.

--  
Douglas M. Mansfield  
LAPE MANSFIELD MAKASIAN & GIBSON, LLC  
9880 Brewster Lane, Suite 150, Powell, OH 43065  
Phone: 614.763.2316 | Fax: 614.487.3704  
dmansfield@lrmq-law.com | www.lrmq-law.com

\*\*\*This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.\*\*\*

Burrett Diabhorn T1010070LD

Lape Manufacturing & Supply, LLC  
 888 Beavertown  
 Suite 101  
 P.O. Box 10005  
 P.O. Box 10005  
 Tel: 614-636-0000



Lape Manufacturing & Supply, LLC  
 888 Beavertown  
 Suite 101  
 P.O. Box 10005  
 P.O. Box 10005  
 Tel: 614-636-0000



Madison County Commissioners  
 Conference  
 114 N. Main Street  
 Leipsic, OH 43040

Invoice 21775

Date	May 22, 2017
Terms	
Service Period	1/20/17 - 4/30/17

Madison County Commissioners  
 Conference  
 114 N. Main Street  
 Leipsic, OH 43040

Invoice 21824

Date	Oct 11, 2016
Terms	
Service Period	8/1/16 - 9/30/16

In Reference to Madison County Engineer Dispatch (Services)

Date	By	Services	Fees
11/16/16	DAM	Perform Civil's building communication with D. Searhead re same communication with P. Green and S. Powell re civil's building	175
11/16/16	DAM	Conference with L. Leggett re settlement of building issues, communicate with P. Green re same	125
11/16/16	DAM	Communicate re settlement of building issues	125
11/16/16	DAM	Perform civil agreement, communicate with M. Gish re same	125
11/16/16	DAM	Perform civil agreement, communicate with M. Gish re same	125
11/16/16	DAM	Perform civil agreement, communicate with M. Gish re same	125
11/16/16	DAM	Communicate re change in agreement, review additional hearing, review additional re pending matter, full correspondence	125
11/16/16	DAM	Perform civil's building re hearing re services matter	125
11/16/16	DAM	Perform civil's building, communicate re hearing re services matter	125
11/16/16	DAM	Perform civil's plan re services matter, communicate with clerk re same	125
Total Fees			1425.00
Total Services			1125.00
Total Invoice Amount			1125.00

Notes:

Please make all amounts payable to Lape Manufacturing & Supply, LLC

Perd Diabhorn  
 Lape Manufacturing & Supply, LLC  
 888 Beavertown, Suite 101  
 Leipsic, OH 43040

In Reference to Madison County Engineer Dispatch (Services)

Date	By	Services	Fees
10/11/16	DAS	Perform services re building, civil's matter re services	125
10/11/16	DAS	Deliverable matter re services	150
10/11/16	DAS	Perform additional services matter, deliverable matter re services	450
10/11/16	DAS	Civil's case case filed re services matter, settlement same	150
10/11/16	DAM	Perform services re services matter	125
10/11/16	DAM	Perform L. Leggett re hearing re services matter, communicate with D. Searhead re same re matter of reply	175
10/11/16	DAS	Perform re hearing re hearing re services matter, civil's matter filed re support of services matter, review Leggett's reply filed re same, review case filed by Leggett	225
10/11/16	DAS	Perform services re hearing re support of services matter	175
10/11/16	DAM	Perform services and file reply filed re support of services matter	125
Total Fees			1425.00
Total Services			1387.50
Total Invoice Amount			1387.50

In Reference to Madison County Engineer Dispatch (Expenses)

Date	By	Expenses	Fees
10/11/16	DAM	Postage re services matter re cost of civil's matter	125.00
Total Fees			125.00
Total Services			1387.50
Total Expenses			125.00
Total Invoice Amount			1387.50

Notes:

Please make all amounts payable to Lape Manufacturing & Supply, LLC

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

**Subject: Increase PO Funding – Approved – Professional Services**

Mr. Hunter moved to approve the increase in funding for PO#1055 Professional Services for the following:

Professional Services (1000-A01A-5-0045) in the amount of \$5,523.63

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 - Medical Handicapped Children

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

Medical Handicapped Children (1000-A07A-5-0308) in the amount of \$12,295.30.

**OHIO DEPARTMENT OF HEALTH  
BCMh COUNTY BILLING INVOICE**

Invoice Number	Customer Number	Purchase Order	Invoice Date	Total Invoice Amount
17202043	BCMh48-031		05/02/17	\$12,295.30

To: MADISON COUNTY COMMISSIONERS  
1 NORTH MAIN STREET - COURTHOUSE  
PO BOX 618  
LONDON, OH 43140

Make Check Payable To:  
Treasurer, State of Ohio  
TI: 31-1331820  
DUNS#806847833

Return a Copy of This Invoice  
With Remittance To:  
Ohio Department of Health  
Accounts Receivable Unit  
P.O. Box 15278  
Columbus, Ohio 43216-0278

Program#	Service Date	Description	Detailed Description	Unit Cost	Qty	Total Cost
041749	05/01/17	BCMh TREATMENT EXPENDITURES	FOR THE MONTH OF APRIL, 2017. BEGINNING BALANCE: \$70,629.41; ENDING BALANCE: \$58,334.11	12295.30	1	12295.30

PLEASE SUBMIT A COPY OF THIS INVOICE WITH YOUR PAYMENT.

Total Amount Due: \$12,295.30

Payment of the total invoice amount is due upon receipt.  
In accordance with section 131.02 of the Ohio Revised Code, if the amount owed is not paid within forty-five days after payment is due, the matter shall be certified to the Ohio Attorney General's Office for collection. Any collection fees charged by the Attorney General will be passed on to the debtor.

FOR QUESTIONS CONCERNING THIS INVOICE OR PAYMENT, YOU MAY CONTACT ACCOUNTS RECEIVABLE AT (614)728-4765.

MADISON COUNTY  
COMMISSIONERS

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

Subject: Increase PO Funding - Approved - Medical Handicapped Children

Mr. Dhume moved to approve the increase in funding for PO#1075 Medical Handicapped Children for the following:

Medical Handicapped Children (1000-A07A-5-0308) in the amount of \$12,295.30.

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

D:\mcc\journals\11110075.D

Subject: Appropriation - Approved - CIO Other

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

Appropriate: CIO Other (1000-A06G-5-0046) in the amount of \$100.00.

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 is to pay for the CIO vehicle fuel for 2017.\*

Subject: Appropriation - Approved - CIO Other

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

Appropriate: CIO Other (1000-A06G-5-0046) in the amount of \$189.10.

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 - Commissioners Other

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

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$55,407.00.

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

Subject: Transfer - Approved - Fairground Improvement

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

Transfer from: Commissioners Other: (1000-A01A-5-0046) in the amount of \$55,407.00.

Transfer to: Fairground Improvement (4200-0000-4-0100) in the amount of \$55,407.00.

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 - Fairground Improvement

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

Appropriate: Fairground Improvement (4200-P100-5-0046) in the amount of \$55,407.00.

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 appropriation is for concrete at the fairgrounds for the new horse arena. A portion of this funding will be reimbursed back to the Commissioners.\*

Subject: Invoice - Approved - Fairground Improvement

Mr. Dhume moved to approve to pay the invoice in the amount of \$55,407.00.

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

Sissy Wiseman

From: Rob Stone [mailto:rob@madison.ohio.gov]  
Sent: Friday, May 12, 2017 5:51 AM  
To: Sissy Wiseman  
Subject: PE bidman concrete  
Attachments: Rob Stone.rtf

Copy

PE Stone



**Rob Stone**  
**County Administrator (OO)**  
Madison County Board of Commissioners  
1000 W. 1st Street  
Madison, OH 43103  
419.592.3443  
rob@madison.ohio.gov  
www.madisoncountyofohio.gov

From: Sissy Wiseman [mailto:sissywiseman@madison.ohio.gov]  
Sent: Tuesday, May 23, 2017 10:23 AM  
To: Rob Stone [mailto:rob@madison.ohio.gov]  
Subject: PE bidman concrete

Hi,  
I've used the right to void try to get a bid sent to make a bid for the bid you'd like. Therefore I contacted the bid and asked him to provide me any information he may have on opening bid. Once that provided to me and I attached to you from bidman.  
Please let me know if you need to submit this payment. Let me know when and if it's acceptable to pay bid and I'll ask the Commissioners to appropriate the funding. Since the bid is already provided I look like this matter will be resolved then.

Thank you,  
Sissy Wiseman

From: David Fell [mailto:davidfell@madisoncountyofohio.gov]  
Sent: Wednesday, May 23, 2017 11:21 AM  
To: Sissy Wiseman  
Subject: PE bidman concrete

2/1  
Let me know I have a question. Thanks

Sincerely,

David Fell, Executive Director  
Madison County Board of Commissioners  
Madison County Public Inc.  
780 Perry Blvd  
London, Ohio 43150  
614-432-7327  
614-492-5111  
david.fell@madisoncountyofohio.gov  
david.fell@madisoncountyofohio.gov  
www.madisoncountyofohio.gov

"If there are people here, it's not too hard" It's just a situation that doesn't get a lot of attention" - Jeff Bezos

From: Jessica McNeil [mailto:jessicam@madisoncountyofohio.gov]  
To: David Fell [mailto:davidfell@madisoncountyofohio.gov]  
Sent: Wednesday, May 23, 2017 8:21 AM  
Subject: PE bidman concrete

Here you go I am not I had already created one.

Jessica McNeil  
Communications Coordinator  
Madison County Board of Commissioners  
and Governmental Affairs Bureau  
780 Perry Blvd.  
London, Ohio 43150  
Office (614) 432-7326  
Fax (614) 492-5113



Current Diagram T-10-10070-D

Madison County Public Works  
 150 King Street  
 Leota, OH 43034



Erkames Concrete LLC  
 P.O. Box 8  
 Radnor, OH 43085

MADISON COUNTY PUBLIC WORKS  
 (614) 238-4355

**Invoice**

Date	Invoice #
4/25/17	4324



S. E. ERKAMES  
 Madison County Public Works  
 150 King Street  
 Leota, OH 43034

Bill To  
 Madison County Public Works  
 150 King Street  
 Leota, OH 43034



Erkames Concrete \$5,478.00 \$5,478.00

Bill Location	Terms
Madison Co. Public Works	Due upon receipt

Description	Amount
1 yard concrete and pour 22 each of 11 x 11 x 4 inch footings with 7 x 2 rebar and 11 each of 4 x 4 x 4 inch footings with 1/2 x 1/2 rebar, in per plan, and backfill with existing soil.	4,100.00
1 yard to process concrete footings at Madral to see when stamps were removed, and in two elevations to get suitable soil, 24 cubic yards of C.D.F. to bring back up to original.	538.00
1 yard to place down for fence post replacement.	180.00
<b>Total</b>	<b>\$4,818.00</b>

5,478.00 \$5,478.00

**UNPAID** \$5,478.00

Madison County Public Works

Invoices not paid within 30 days of invoice are subject to a late payment charge of 2% per month. Any billing inquiries can be directed to Leota at (614) 238-4355 or [leota@madisoncountyohio.gov](mailto:leota@madisoncountyohio.gov)



Subject: Appropriation – Approved – CDBG

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

Original Request

Appropriate 7075-T500-2059:

- 2015 CDBG Jay-Car Construction Company \$165,100.00.
- 2015 CDBG Michigan Playworld dba Playworld Midstates \$37,800.00.
- 2015 CDBG CDC of Ohio \$22,500.00. (Contract balance)
- 2015 CDBG Strawser Paving \$70,186.00.

Appropriate: 7075-T500-2059:

- 2016 CDBG CDC of Ohio \$23,500.00.
- 2016 CDBG Hart Environmental Resources \$1,375.00.

**CDC OF OHIO, INC.**

Community Development Consultants

MADISON COUNTY COMMISSIONERS  
MAY 15 2017 10:25 AM

Date: May 11, 2017  
 To: Madison County Commissioners  
 From: Whitaker W. Wright, Senior Planner  
 Re: Madison County CDBG Program Contract Appropriations

Below are the vendors and current contract amounts for the County's 2015 and 2016 CDBG Programs. I have only included the amount of CDBG funding associated with each contract. I have not included funds the City of London or the Village of Mount Sterling committed to pay these firms as a part of these contracts.

Please appropriate the funds so the County can generate a purchase order for these firms.

For the 2015 CDBG Program, appropriate as follows into line 7075-T500-2059:

- Jay-Car Construction Company, Inc., 15935 US 62, Mount Sterling, Ohio 43143: \$165,100.00
- Michigan Playground, LLC dba Playworld Midstates, 5828 Zarley Street, Suite B, New Albany, Ohio 43054: \$37,800.00
- CDC of Ohio, 1016 S. High Street, Columbus, Ohio 43206: \$22,500.00 (Contract Balance)
- Strawser Paving, 1595 Frank Road, Columbus, Ohio 43223: \$70,186.00

For the 2016 CDBG Program, appropriate as follows into line 7075-T500-2059:

- CDC of Ohio, 1016 S. High Street, Columbus, Ohio 43206: \$23,500.00
- Hart Environmental Resources, 262 Hedge Drive, Springfield, Ohio 45504: \$1,375.00

If you, or the Auditor's Office, have any questions, or need additional information, please telephone me at 614-445-8373.

cc: file

Madison 2015 2016 Contract Appropriations Memo, May 11, 2017

Donna Cookman T16107010

Revised Request

Appropriate: 2059-T200-5-0815:

- 2015 CDBG Jay-Car Construction Company \$165,100.00.
- 2015 CDBG Michigan Playworld dba Playworld Midstates \$37,800.00.
- 2015 CDBG CDC of Ohio \$22,500.00. (Contract balance)
- 2015 CDBG Strawser Paving \$70,186.00.

2016 Funding placed on hold until Commissioners approve new account numbers.

Sissy Wiseman

From: sissy.wiseman@madisoncountyohio.gov  
 Sent: Tuesday, May 16, 2017 12:21 PM  
 To: Sissy Wiseman; Jamie Kemper  
 Subject: RE: Madison County CDBG Appropriations

Sissy

I agree and approve.

Thank you both for your help.

Whishia

Whishia R. Wright, Senior Planner  
 CDC of Ohio, Inc.  
 One County Street, 1st Floor, Columbus, OH 43215  
 614.444.8811 | 614.444.8810 | [www.cdc-ohio.com](http://www.cdc-ohio.com)

From: Sissy Wiseman [mailto:sissy.wiseman@madisoncountyohio.gov]  
 To: Jamie Kemper [mailto:jkemper@madisoncountyohio.gov]  
 Cc: sissy.wiseman@madisoncountyohio.gov  
 Sent: Tuesday, May 16, 2017 1:43 PM  
 Subject: RE: Madison County CDBG Appropriations

I believe this question can be resolved.

For this original request the account number 2059-T200-5-0815 - does not exist. With that being said the correct account number for CDBG is 2263. The account line for the 2015 CDBG account number is Fed Block Grant - 1510255-0004-00010. The expense line for the 2015 CDBG expense account number is Fed Block Grant expense 2059-T200-5-0815.

When to proceed with the 2015 CDBG account number, the Commissioners will have to approve creating new revenue and expense lines.

Whishia,  
 Do you agree and approve the above information per Sissy? If so please approve this request by an email response to move forward in processing this appropriation request.  
 Thank,  
 Sissy Wiseman

From: Jamie Kemper [mailto:jkemper@madisoncountyohio.gov]  
 Sent: Tuesday, May 16, 2017 11:33 AM

CDC OF OHIO, INC.

Community Development Consultants

Date: May 16, 2017

To: Madison County Commissioners

From: Whishia R. Wright, Senior Planner

Re: Madison County CDBG Program Contract Appropriations

Below are the revenue and expense contract amounts for the County's 2015 and 2014 CDBG Programs. I have only included the amount of CDBG funding associated with each contract. There are included funds for the City of London and the Village of Mount Sterling committed to pay fees from a part of these contracts.

Please appropriate the funds on the County use provided purchase order for these funds.

For the 2015 CDBG Program, appropriate as follows into line 2059-T200-5-0815  
 see email dated 5/16/17

- Jay-Car Construction Company, Inc., 1015 US 42, Mount Sterling, Ohio 43154 \$165,100.00
- Michigan Playworld, LLC, dba Playworld Midstates, 3011 Early Street, Suite B, New Albany, Ohio 43054 \$37,800.00
- CDC of Ohio, 1015 S High Street, Columbus, Ohio 43260 \$22,500.00 (Contract Balance)
- Strawser Paving, 655 Fork Road, Columbus, Ohio 43229 \$70,186.00

For the 2014 CDBG Program, appropriate as follows into line 2059-T200-5-0815  
 see email dated 5/16/17

- CDC of Ohio, 1015 S High Street, Columbus, Ohio 43260 \$11,500.00 see email dated 5/16/17
- West Environmental Resources, 222 Ridge Drive, Spring Hill, Ohio 43084 \$17,500.00

If you, or the Auditor's Office, have any questions, or need additional information, please telephone me at 614.444.8811.

c: file

Whishia R. Wright, Senior Planner May 16, 2017

1510255-0004-00010 | 614.444.8811 | 614.444.8810 | [www.cdc-ohio.com](http://www.cdc-ohio.com)

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 – Commissioners Other

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

Transfer from Commissioners Other (1000-A01A-5-0046) in the amount of \$175.00.  
Transfer to: Park Board (7125-0000-1-1010) in the amount of \$175.00.

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 is to pay for the Park Board shelter project (not to exceed \$175.00).\*

Subject: Appropriate – Approved – Park Board

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

Appropriate: Park District Projects (7125-T892-5-0804) in the amount of \$175.00.

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

Subject: Transfer – Approved – Commissioners Other

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

Transfer from Commissioners Other (1000-A01A-5-0046) in the amount of \$300.00.  
Transfer to: Park Board (7125-0000-1-1010) in the amount of \$300.00.

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 is to pay for the sprayers and protective equipment such as gloves, and coveralls for the Park Board's volunteer project (not to exceed \$300.00).\*

Subject: Appropriate – Approved – Park Board

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

Appropriate: Park District Projects (7125-T892-5-0804) in the amount of \$300.00.

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

Barrett Boehman T1610070CD

Subject: Contract – Approved – CDC

Mr. Dhume moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Madison County and Hart Environmental, for asbestos evaluation services in accordance with CDC requests.

CDC OF OHIO, INC.

Community Development Consultants

May 2017

Madison County Commissioners  
Madison County Court House  
100 Park Hill  
Lebanon, OH 45034  
Attn: City Manager

Re: Madison County 2017 CDC Program  
Asbestos Evaluation Contract

Dear Commissioners:

Enclosed are two copies of the Contract between the County and Hart Environmental Resources for asbestos evaluation services.

Please ask the County Prosecutor's office and County Auditor's office to review the documents. If the contracts are acceptable, please sign the contracts in the places indicated by the lines. Please keep one copy for the County records and mail the other copy to our office. I will mail you a copy of the contract. If you have any questions, please do not hesitate to telephone me at 614-463-4076.

Sincerely,

  
Whitaker W. Wright  
CDC Consultant

Delivered

c: DC

Madison County CDC Program Consultant

CONTRACT BETWEEN  
THE MADISON COUNTY BOARD OF COMMISSIONERS  
AND  
HART ENVIRONMENTAL RESOURCES  
FOR THE PROVISION OF  
ASBESTOS CONTAINING MATERIALS EVALUATION SERVICES  
FOR  
MADISON COUNTY'S CDBG PROGRAM

This contract entered into on the 10<sup>th</sup> day of May, 2017 by the Madison County Board of Commissioners, party of the first part, (hereinafter referred to as the "County"), and Hart Environmental Resources, party of the second part, (hereinafter referred to as "Consultant"), located at 762 Hedge Drive, Springfield, OH 45504.

WITNESSETH THAT:

In consideration of the mutual agreements hereinafter set forth, the parties hereby, legally intended to be bound hereby, do agree for themselves and their respective successors and assigns, as follows:

ARTICLE I  
EMPLOYMENT OF HART ENVIRONMENTAL RESOURCES

1. The County agrees to engage Consultant for the Compensation set forth in Article III and Consultant agrees to perform the services described in Article II, according to the terms set forth herein.
2. Consultant will comply with all applicable laws of the State of Ohio and Federal Government, the same as if specifically set forth herein.

ARTICLE II  
SCOPE OF SERVICES

1. ASBESTOS SERVICES

Federal and Ohio law require that a pre-demolition asbestos survey be completed to document the possible presence of regulated asbestos-containing materials (RACMs) in structures. Regulated ACM means friable (friable) asbestos and non-friable ACM that may become friable during demolition. RACMs must be removed from buildings prior to demolition. The Ohio EPA and Ohio Department of Health typically require notification of the presence of RACM in advance of demolition, as well as documentation that RACMs were removed prior to the start of demolition activities. As such, Consultant will also develop a written abatement project specification for the property if it requires abatement.

This specification will include guidance regarding regulatory, permitting and disposal requirements for RACM removed prior to demolition.

Consultant will complete the pre-demolition survey within the targeted structure and, if necessary, develop a written project specification for the abatement tasks, as outlined below.

**Pre-Demolition Asbestos Survey**

- An Ohio Department of Health (ODH) Licensed Asbestos Inspector will conduct a physical assessment of the designated building to document the location, friability (measurability) and quantity of accessible suspect asbestos-containing materials (ACM).
- Bulk samples will be collected from building materials which are suspected to contain asbestos. Sampling strategy will be based upon the past experience and discretion of the inspector. The number of samples collected from each homogeneous suspect material will depend on material type and quantity of material observed. Samples will be analyzed by an accredited laboratory under the EPA's National Voluntary Laboratory Accreditation Program (NVLAP) for quality assurance with respect to asbestos bulk sample analysis.

**NOTE:** Bulk sampling and sampling of non-friable suspect ACMs will not be conducted on those materials are classified as EPA NESHAP Category I Non-Friable Materials. Category I Non-Friable ACMs (such as roofing, floor tile, mastic, etc.) and occupationally held in place during the demolition process.

- An Asbestos Survey Report will be generated for each assigned site, including sample results and recommendations for abatement, if RACM is documented at the site.

**Asbestos Abatement Specifications**

- On sites where RACM must be abated, an Ohio Department of Health (ODH) - Certified Asbestos Abatement Project Designer will develop a written Abatement Work Plan for the site that will include details about the project scope of work for abatement, special conditions, schedules, and other requirements. For sites where abatement projects will be conducted, Consultant will attend a pre-construction meeting with the designated GC and licensed asbestos abatement contractor to answer questions and detail project completion requirements, including disposal requirements.

**Cost Estimate**

- Consultant shall prepare a cost estimate for the demolition project. The estimate will take into consideration all cost of asbestos removal, as well as, general demolition costs.

**Post-Demolition Inspections**

- Consultant shall conduct post asbestos removal inspections, as requested.

**1. MADISON COUNTY RESPONSIBILITIES**

To effectively carry out its responsibilities, the County will provide, at the request, as needed and requested, to facilitate access to the property, for health and safety requirements. As required by federal and state regulations, Consultant will be performing destructive sampling in order to identify hidden suspect asbestos-containing materials. If there are areas that cannot be accessed through scheduled demolition, the agency must designate those areas in advance of the site visit. If no destructive sampling can be performed, Consultant will presume that hidden asbestos materials may be discovered during demolition. These suspect ACMs must be sampled at that time or preserved to be ACM, per EPA and State of Ohio regulations.

**2. DELIVERABLES**

At the completion of the asbestos survey and receipt of lab data, Consultant will generate one electronic copy (PDF format) and one (1) bound hard copy of the Asbestos Demolition Survey report to be submitted. The report will be generated approximately five to ten (5-10) working days after completion of field work at each of the sites.

**ARTICLE III  
PAYMENT OF FEES**

The County shall pay Consultant for the services to be provided by the Asbestos Survey and Asbestos Design. Payment shall be made according to the following payment and completion schedule:

**INITIAL COSTS**

Asbestos Pre-Demolition Survey	\$70.00
Asbestos Demolition Cost Estimate	\$125.00
Asbestos Abatement Work Plan (if required)	\$125.00
Pre-Construction Conference (if requested)	\$75.00 per hour

The cost estimates include the cost of travel, expenses, travel and laboratory analysis as indicated per the group. Should other factors influence the scope of the work, or if additional activities are requested, Consultant would charge based upon Unit Costs above and would submit a revised cost figure to reflect the change in scope.

Consultant may bill the County once the report is completed and the work is completed. The County will request the funds from the Ohio Development Services Agency once the work is completed. A time period of 30 days or more may occur before the County receives the funds and can issue the check to Consultant.

Durant Document 7161007010

**AMHELEN  
JOB DURATION**

Consultant shall perform the services listed in Article II from the date of execution of this contract through December 31, 2017 or the completion of all work, whichever comes first. An extension to the completion date may only be possible if an extension request is approved by the County and the Ohio Development Services Agency.

**AMHELEN  
TERMS AND CONDITIONS**

1) **Termination of Contract for Cause.** If, through no fault of Consultant, the County shall terminate any of the contracts, agreements, or stipulations of this Contract, the County shall nevertheless have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant under this Contract shall, at the option of the County, become its property and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

4) **Personnel**

a. Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have contractual relationship with the County.

b. All of the services required hereunder will be performed by Consultant or under Consultant's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

3) **Assignability.** Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the County. However, the claims for money by Consultant from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. With the notice of any such assignment or transfer shall be furnished promptly to the County.

4) **Records and Information.** Consultant, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5) **Records and Audit.** Consultant shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assess, prepare accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for four years after the expiration of this Contract unless permission to destroy them is granted by the County.

6) **Freedom of Information Act.** All of the reports, information, data, etc., prepared or assembled by Consultant under this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

7) **Copyright.** No report, map, or other documents prepared in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of Consultant.

8) **Compliance with Local Laws.** Consultant shall comply with all applicable laws, ordinances and rules of this State and local governments in performing any of the work authorized by this Contract.

9) **Equal Employment Opportunity.** During the performance of this Contract, the Consultant agrees as follows:

a. Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, marital status, military status, sexual orientation, or handicap. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, marital status, military status, sexual orientation or handicap. Such action shall include, but not be limited to, the following: 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, marital status or handicap.

c. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon such subcontractors, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

- 12) Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any function or responsibility in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract.
- 13) Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any function or responsibility in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract.
- 14) Interest of Oversight and Oversight. Oversight comments that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its various functions. Oversight further comments that in the performance of this Contract, no person having any such interest shall be employed.
- 15) Drug Free Workplace. Oversight certifies that it has no policies in place regarding a Drug Free Workplace.
- 16) Full Financial Capacity. Oversight agrees to indemnify and hold the County harmless from any and all liability that may arise as a result of any work performed by Oversight. The County is only responsible for complying with the articles outlined in its grant agreement with the Ohio Department of Public Safety, as well as the agreement herein.
- 17) Liability. The Oversight shall maintain project records for a minimum of five (5) years.
- 18) Energy Efficiency. The Oversight will comply with the efficiency requirements of ACR 8301 (10).
- 19) Insurance. The Oversight agrees to provide evidence of general liability insurance to the County, and name the County as an additional insured.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hand the day and year first above written.

MADISON COUNTY BOARD OF COMMISSIONERS  
*[Signature]*  
Mark Forrester, President

HART ENVIRONMENTAL RESOURCES  
*[Signature]*  
Lynne Hart, Principal

Certificate of the County Prosecutor

Attest:

I, the undersigned, Stephan Pinner, the duly authorized and acting legal representative of Madison County, Ohio, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that the aforesaid agreement has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

[Signature] 5/18/17  
Signature Date

Certificate of the County Auditor

Attest:

I, Janice Shultz, Auditor, Madison County, Ohio, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the process of collection to the credit of the appropriate fund from prior encumbrance.

[Signature] 5/11/17  
Auditor Date

Seal:

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

Barrett Daphner: T:614-679-7410

Subject: Contract – Accepted – CDC

Mr. Dhume moved per the request of Whitaker Wright, CDC Consultant to accept the contract between the County and Strawser Paving, for the Mt. Sterling Clevenger Road project.

CDC OF OHIO, INC.

Community Development Consultants

CONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Strawser Paving Company, Inc., hereinafter called the "Contractor", and the Madison County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE I. Statement of Work

The Contractor shall furnish all supplies, including personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the manufacture and delivery of the improvements indicated in the project, namely, street improvements, and related supplemental work for the Mount Sterling Clevenger Road Street Improvements Project as in strict accordance with the Contract Documents including all attached sheets, Attachment No. 1, all as prepared by Madison County, and any and all other Contract Documents preparation, referred to as the "Owner".

ARTICLE II. The Contract Price

The Owner will pay the Contractor for the total quantity of work performed at the unit prices specified in the Bid for the respective items of work completed for the sum not to exceed One Hundred Fifty Thousand Eight Hundred Twenty Two (150,822.00) Dollars subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE III. Contract

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Attachment No. 1

May 5, 2017

Madison County Board of Commissioners  
Madison County Courthouse  
1 N. Main Street, P.O. Box 611  
London, OH 43140  
Attn: City Manager

Re: Madison County's 2017 CDC Program  
Clevenger Road Improvements - Strawser Paving Contract

Dear Sirs,

Enclosed are three copies of the contract between the County and Strawser Paving for Mount Sterling's Clevenger Road improvements. Please ask the County Auditor to review and sign off on the documents. Once the Auditor's review is complete, please ask the Auditor to sign contracts in the places indicated by the tags. The County Prosecutor may sign off before or after the Commissioners sign the contract documents.

Please keep one copy of the signed contract for the County's records. Mail the other two signed copies to our office. We will send Strawser Paving its copy of the contract. If you have any questions, please do not hesitate to telephone me at (614) 465-4193.

Sincerely,

*Whitaker Wright*  
Whitaker W. Wright  
CDC Consultant

Enclosures

c: CDC

Madison County, 200 CDC, 1000 Main Street, Suite 200, London, OH 43140

<sup>1</sup> Owner will pay the Contractor for the total quantity of work performed at the unit prices specified in the Bid for the respective items of work completed for the sum not to exceed One Hundred Fifty Thousand Eight Hundred Twenty Two (150,822.00) Dollars subject to additions and deductions as provided elsewhere in the contract documents.



• All documents of the Order Packet attached  
 Order Packet for Order of Madison County, Ohio  
 Order Packet for Order of Madison County, Ohio

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referred to in the bid)
- Proposal Form, as amended
- Agreement Form, as amended
- Federal Requirements
- Federal Labor Dispute Provisions
- Federal Davis-Bacon Wage Decision

This Agreement, together with other documents mentioned in this ARTICLE 1, which said other documents are as fully a part of this Contract as if herein attached or herein referred, forms the Contract between the parties herein. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first mentioned in this ARTICLE 1 shall govern, except to the extent specifically stated.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their right and power on the day and year first above written.

CONTRACTOR: [Signature]  
 Signature

OWNER:  
 MADISON COUNTY BOARD OF  
 COMMISSIONERS  
 Signature

[Signature]  
 Typed/print name

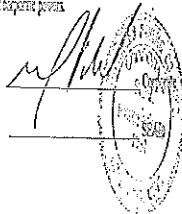
[Signature]  
 Typed/print name

[Signature]  
 Title

[Signature]  
 Title

CERTIFICATIONS

I, Alex Lebeck, certify that I am the Secretary/Treasurer of the corporation named as Contractor herein, and I signed this Agreement on behalf of the Contractor, and that Andrew Lebeck, Andrew Lebeck of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



I, \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, and the Contractor named herein that I sign this Agreement on behalf of my company, \_\_\_\_\_.

Signature

Date

Date of this \_\_\_\_\_  
 County of \_\_\_\_\_  
 Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

[Signature]  
 Notary Public

PERFORMANCE AND PAYMENT BOND (OR BONDS)

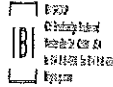
Following the form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signature of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

Current Database T10100070LD

Madison County OS&S Program

NOTICE OF AWARD

To:	Stevens Parking Company 1557 Main Street London, OH 43130
-----	---



PROJECT: Madison County - Village of Mount Sterling Concrete Road Improvements Project

The COMPEL has received the PROPOSAL submitted by you on March 24, 2017 for the above described WORK in response to the Solicitation for Quotes and Information for BIDDERS. You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$1,000,000.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTORS Contract (COD) if applicable, and Certificate of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said COD within 10 days from the date of this notice, said COMPEL will be entitled to consider all your rights arising out of the COMPEL's acceptance of your BID as abandoned and as a condition of your BID, primary subject to the liability as set forth in Section 1531.01 of the Ohio Revised Code. The COMPEL will be entitled to seek other offers that may be available to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the COMPEL.

Dated this 14th day of May, 2017.

Madison County Board of Commissioners

Chair

By: [Signature]

Title: President

ACCEPTANCE OF NOTICE

Receipt of this notice of NOTICE OF AWARD is hereby acknowledged by:

Company:	Stevens Parking Company
Date:	4-27-17
Signature:	<u>[Signature]</u>
Name/Title:	Greg Stovine, Asst. Secy/Treas.

c CONTRACTORS Sec'y  
Sec'y/Asst

Price of Award

Work No. 177

Madison County Commissioners  
1557 Main Street  
London, OH 43130

For: Concrete Road Improvements  
On Main and Newcomer Streets

See Conditions

All Bids and Proposals are required to be sealed and marked as follows: B-177. No work of this nature will be awarded until the date of the opening of the bids.

Contract Price: \$1,000,000

Contract Signed: 1557 Main Street

Contract Signed: 1557 Main Street

Contract Signed: 1557 Main Street

No amount of deposit shall be required.

Stevens Parking Company, Inc. is not bound to be bonded. An amount to be advanced for Stevens Parking Company, Inc. should be held in escrow from time to time.

Insurance for this project shall be provided by Stevens Parking Company, Inc. in the amount of \$1,000,000. A copy of the policy shall be submitted. Please contact us with any questions or concerns.

Sincerely,

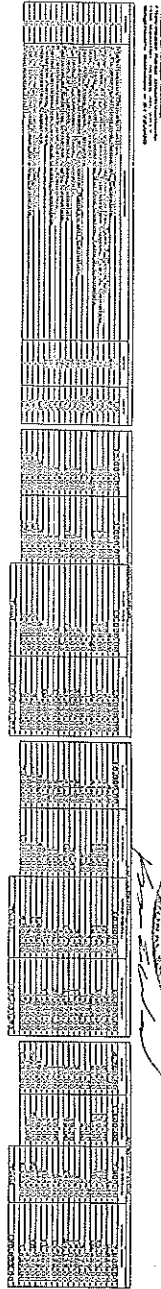
[Signature]

Chris Ford, P.E.  
Project Manager

1557 Main Street  
London, OH 43130

c/o Mr. Mark, Village of Mt. Sterling, Ohio

© Stevens Parking Company, Inc.



Sissy Weeman

From: William W. High, Sales Representative  
 Date: Friday, March 31, 2017, 10:42 AM  
 To: Sissy Weeman, John Hunter, Andrew Lusk, Kevin White  
 Cc: Nancy Smith, Keith Hunt  
 Subject: Madison 2016 CDBG Short-Range Design Project  
 Attachment: Madison 2016 CDBG Design Services RFP of Award Item B - Design Agreement  
 Item # B - Design Agreement.pdf

Sissy

Ed has reviewed and recommended the bid from Stevens Design for the project. Attached for review of award along with the contract. Please review and confirm bid selection.

Please let Ed know if you would like to modify anything Stevens Design bid. Have the Commission sign and file their copy of the notes. Send the signed and bid selection to me. I will send up the presentation and contract with Stevens Design.

Please let me or the Commission have any questions. Have a great weekend!

William

William W. High, Sales Representative  
 CCA of Ohio, Inc.  
 Community Development Consultants of Ohio  
 10000 Highway 10, Suite 200, Columbus, OH 43240  
 Tel: 614.881.1144 Fax: 614.881.1144

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

\*The remaining portion of this contract is located in the file.\*

\*Note-This contract was forwarded to the Auditor for review and approval.\*

Journal Duplicates T: 616 007010

Subject: Contract – Accepted – CDC

Mr. Dhume moved per the request of Whitaker Wright, CDC Consultant to accept the contract between the County and MD Solutions for the Mt. Sterling street sign project.

**CDC OF OHIO, INC.**

Community Development Consultants

**CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between MD Solutions, Inc., hereinafter called the "Contractor", and the Madison County Commissioners hereinafter called the "Owner".

Myself,

Madison County Board of Commissioners  
Madison County Court House  
18 West Street, 20 West 11  
London, OH 43140  
Attest: Myself

For: Madison County Public Works Department  
Street Sign Improvement - 4000 State Contract

Over Seal,

Enclosed are three copies of the contract between the County and MD Solutions for Mount Sterling street signs. Please ask the County Auditor to review and sign all in the documents. Once the Auditor's review is complete, please ask the Auditor to sign contracts in the places indicated by the flags. The County Commissioner may sign all before and after the Commissioner signs the contract documents.

Please keep one copy of the signed contract for the County's records. Will do other two signed copies to you office. We will send MD Solutions two copies of the contract. If you have any questions, please do not hesitate to telephone me at 614-654-7171.

Witness,

  
Whitaker Wright  
CDC Consultant

Witness

c - B

Madison County, Ohio being a Corporation organized under the laws of the State of Ohio

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE I. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the manufacture and delivery of the improvements embraced in the project, namely, street signs, and required supplemental work for the Mount Sterling Street Sign Improvement Project all in strict accordance with the Contract Documents including all exhibits thereto, Addendum No. 1, all as prepared by Madison County, acting and in these Contract documents preparation, referred to as the "Owner."

**ARTICLE II. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bidding for the respective items of work completed for the sum not to exceed Eight Thousand Five Hundred Sixteen (\$8516.00) Dollars subject to additions and deductions as provided elsewhere in the contract documents.

**ARTICLE III. Contract**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addendum No. 1

<sup>1</sup> Where law is not applicable, a corporation organized and existing under the laws of the State of \_\_\_\_\_, a partnership consisting of \_\_\_\_\_, an individual residing in \_\_\_\_\_

<sup>2</sup> Supply principal items of Contract such as Gravel, Paving, Water, Wiring, Sewers, etc.

c. All documents of the County Packet entitled  
County Packet for Madison County - Board Street 500' Project Street Sign Upgrade  
County Packet dated March 20th and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Form, as amended
- Agreement Form, as amended
- Bid and Requirements
- Related Labor Standards Provisions
- Related Davis-Bacon Wage Decision

This Agreement, together with other documents contained in this ARTICLE 1, which said other documents are as fully a part of the Contract as if herein attached or herein expressed, forms the Contract between the parties herein. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first mentioned in this ARTICLE 1 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in their original copies on the day and year first above written.

CONTRACTOR

*[Handwritten Signature]*

Signature

*[Handwritten Name]*

Typed/print name

*[Handwritten Name]*

Title

OWNER:

MADISON COUNTY BOARD OF COMMISSIONERS

Signature

Typed/print name

Title



Contractor

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein, that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was lawfully \_\_\_\_\_ of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corporate

\_\_\_\_\_  
SUL

I, *[Handwritten Name]*, certify that I am the sole owner of *[Handwritten Name]*, and that *[Handwritten Name]*, on the Contractor named herein, duly signs this Agreement as behalf of my company, *[Handwritten Name]*.



*[Handwritten Signature]*  
Signature

*[Handwritten Date]*  
Date

State of Ohio  
County of *[Handwritten County]*

Signed and sworn to before me this *[Handwritten Day]* day of *[Handwritten Month]*, 20*[Handwritten Year]*.

*[Handwritten Signature]*  
Notary Public

PERFORMANCE AND PAYMENT BOND FOR BONDS

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporate signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

Serial Numbers: T1010070LD

Madison County OS&S Program

NOTICE TO THE SOURCE OF AWARD

To:	AD Solutions 228 E. Main St. Madison, Ohio 43040
-----	--

PROJECT: Madison County - Village of West Spring Street Signage

The OWNER has considered the PROPOSAL submitted by you on March 27, 2017 for the above described WORK in response to its Solicitation for Quotes and Information for BIDDERS. You are hereby notified that your PROPOSAL has been accepted for items in the amount of 14,555.00.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTORS' Certificate of Bond, if applicable, and Get Copies of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, the OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as in the nature of your SOLE property subject to the liability as set forth in Section 103.04 of the Ohio Revised Code. The OWNER will be entitled to seek other bids as may be provided by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Read this 1<sup>st</sup> day of April, 2017.

Madison County Board of Commissioners  
Mayor

By: *Neil Louy*

For: *Mayor*

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Company:	AD Solutions
Date:	4-27-17
Signature:	<i>Neil Louy</i>
Print Title:	Sales - Neil Louy

c CONTRACTORS copy  
Scotty Agost

Notice of Award

PROPOSED BY  
AD SOLUTIONS

DATE: 03/27/17

Item	Description	Quantity	Unit Price	Total Price
1	Signage	1	14,555.00	14,555.00

WARNING OF PROPOSURE REJECTION  
The Board of Commissioners, Madison County, Ohio, will meet on Wednesday, November 27, 2017, at 10:00 AM in the Board Room, 200 North Main Street, Madison, Ohio 43040.

Item	Description	Quantity	Unit Price	Total Price
2	Signage	1	14,555.00	14,555.00

Item	Description	Quantity	Unit Price	Total Price
3	Signage	1	14,555.00	14,555.00





IBI GROUP  
635 Brookside Boulevard  
Westerville OH 43081 USA  
tel 614 818 4600 fax 614 818 4301  
ibi@ibi.com

MADISON COUNTY  
COMMISSIONERS

APR 11 2017 10:13

April 6, 2017

Madison County Commissioners  
1 North Main Street  
London, Ohio 43140

Re: Mount Sterling Street Signs  
Bid Results and Recommendation

Dear Commissioners:

A total of **(2)** bids were received for the above referenced project on March 27, 2017. The names of the bidders and their bid amounts are:

Contractor Name	Bid Amount
Kleem Inc.	\$14,741.19
MD Solutions	\$8,615.53

The advertised Engineer's estimate was \$15,750.00

The MD Solutions bid was found to be the lowest.

I recommend that this project be awarded to MD Solutions in the amount of \$8,615.53. A copy of the bid tabulation is enclosed. Please contact me with any questions or concerns.

Sincerely,

Kevin Wood, P.E.,  
Project Manager

614-818-4600 ext. 2051  
[Kevin.Wood@ibigroup.com](mailto:Kevin.Wood@ibigroup.com)

cc: Mr. John Martin, Village of Mt. Sterling Administrator

IBI Group is a group of firms providing professional services

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

\*The remaining portion of this contract is located in the file.\*

\*Note-This contract was forwarded to the Auditor for review and approval.\*

Journal Order: T-10-0070-D

Subject: Underground Storage Tank Fees – Approved – Airport

Mr. Dhume moved per the request of Sandra Ballard, Airport Treasurer, to approve the underground storage tank fees for 2017.

**PETROLEUM UNDERGROUND STORAGE TANK RELEASE COMPENSATION BOARD**  
 P.O. Box 163168 Columbus, OH 43216-3168  
 Phone: 614-762-8563 FAX: 614-762-8397 www.petroboard.org

**2017 Application for Certificate of Coverage**  
**Annual Fee Assessment Statement**  
 July 1, 2017 - June 30, 2018

Form Number 19477  
 Certified Mail Number 70163010000334147113  
 Fee Statement Number 3597503

David Dhume  
 Madison County Commissioners  
 P.O. Box 618  
 1 N. Main Street  
 London, OH 43140

**PLEASE NOTE:**  
 Fund Coverage on and after July 1, 2017, requires payment on or before July 1, 2017. Late payment fees up to \$1,000 per tank will be assessed for untimely payment.

**I. Owner Information Instructions**  
 The following owner information is on record with the Petroleum UST Release Compensation Board and has been pre-printed for your review and correction. If this information is inaccurate, please cross out the incorrect information and make corrections in the margins.

Operators paying applicable fees must pay fees in the name of the UST Owner. Operators may not combine payments and facility information on the same form for USTs owned by different persons.

Mail to: Madison County Commissioners P.O. Box 618 1 N. Main Street London, OH 43140	Contact Name: David Dhume Phone Number: 740-852-2972 Email Address: ddhume@co.madison.oh.us
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**II. 2017 Fee Calculation Instructions**  
 UST owners of six or fewer USTs may elect to obtain reduced deductible coverage by paying an additional fee of \$200 per tank. All USTs must be assessed at the same deductible.

Please enter the total number of USTs for which you are submitting payment in Box "a". Indicate your deductible choice by placing an "X" in an appropriate box and entering the per-tank fee amount in Box "b". Please make your check or money order payable to "State of Ohio UST Fund" and return it with this Application. A pre-printed business reply envelope may be included for your use.

Per UST Fee and Deductible Selection (Select only one) <input checked="" type="checkbox"/> \$11,000 deductible (Enter \$600 per UST Fee in box b.) <small>Reduced deductible (\$11,000) may only be selected if 6 or fewer USTs are owned.</small> <input type="checkbox"/> \$55,000 deductible (Enter \$400 per UST Fee in box b.)	Total Number of USTs (Required) a. <u>3</u> Enter per UST Fee b. <u>600</u> Total 2017 Fees (a x b) c. <u>1,800</u> <small>Make check or money order payable to "State of Ohio UST Fund"</small>
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**III. Certification of Compliance**  
 Before a Certificate of Coverage can be issued, you must certify you are in compliance with the State Fire Marshal's rules for the operation and maintenance of petroleum underground storage tank systems for each tank for which a Certificate of Coverage is being sought. Certifying this statement does not guarantee that eligibility to receive reimbursement will be granted in the event of a release from the subject UST system. Eligibility criteria are set forth in section 3737.92 of the Revised Code and rules 3737-1-07 and 3737-1-10 of the Administrative Code.

By signing below, I certify the petroleum underground storage tank systems for which a Certificate of Coverage is being sought are in compliance with applicable rules adopted by the State Fire Marshal under section 3737.88 of the Ohio Revised Code.

Name and Title (Type or Print) X David Dhume Phone 740-852-2978	Signature (Required) [Signature] Date 5-15-17
Title (Check One) <input checked="" type="checkbox"/> UST Owner <input type="checkbox"/> UST Operator <input type="checkbox"/> Other	

(SEE REVERSE SIDE)

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 – Hospital

Mr. Hunter moved to approve the resolution determining the necessity of and authorizing the issuance and sale of one or more series of health care facilities revenue bonds, series 2017 (Madison Health Project) of the County of Madison, Ohio in an aggregate principal amount not to exceed \$45,000,000.00 and authorizing the execution and delivery of a base lead and a lease in connection therewith; authorizing the execution and delivery of an assignment of rights under a base lease and lease to secure such bonds; authorizing the execution and delivery of a bond purchase agreement with respect to said bonds; and authorizing other documents in connection with the issuance of the bonds.

The County of Madison, Ohio not in regular session on the 13<sup>th</sup> day of May, 2017, with the following resolution passed:

RESOLUTION I resolved the following resolution and moved to adoption:

RESOLUTION NO. 6516

A RESOLUTION DETERMINING THE NECESSITY OF AND AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2017 (MADISON HEALTH PROJECT) OF THE COUNTY OF MADISON, OHIO IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000.00, AUTHORIZING THE EXECUTION AND DELIVERY OF A BASE LEASE AND A LEASE IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT OF RIGHTS UNDER A BASE LEASE AND LEASE TO SECURE SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID BONDS; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, present to be a county established in the State of Ohio (Ohio), including under the Constitution, Chapter 149 of the Ohio Revised Code (Ohio), the County of Madison, Ohio (County), a county and political subdivision duly organized and validly existing under and by virtue of the Constitution and the laws of the State, is authorized and empowered, among other things, (a) to acquire, construct, improve and equip "hospital facilities" as defined in the Act (Hospital Facilities), and to acquire real estate and interests therein, including without limitation, improvements to and therein comprising hospital facilities; (b) to issue its revenue bonds for the purpose of (i) paying the costs of hospital facilities, as defined in the Act; (ii) making other payments provided for in such purposes; (iii) paying for the costs of all expenses incurred or applied by a hospital agency or other or derived from others for the payment of any fees or costs of hospital facilities; and (iv) paying all other necessary or incidental expenses thereof and to the issuance of such revenue obligations; (c) to enter into lease agreements with a "long-term hospital agency", as defined in the Act, to provide for a means to pay the principal of and interest on any proceeds on these revenue bonds; (d) to secure these revenue bonds by the pledge and assignment of its rights under such lease agreements, by a pledge and lien on certain revenues and by an absolute and irrevocable assignment of certain funds; and

(e) to enter into a Bond Indenture, to enter into the Base Lease, the Lease, the Assignment and the Bond Purchase Agreement (all as hereinafter defined and collectively referred to herein as the "Finance Documents") and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and hereby; and

WHEREAS, Madison County Hospital, Inc. (the Corporation) has requested the issue of local revenue bonds in one or more series (collectively designated to be one series) pursuant to the Act of the County of Madison, Ohio Health Care Facilities Revenue Bonds, Series 2017 (Madison Health Project) (the "Bonds") for the purposes of:

(i) current actual all of the then existing Hospital Facilities Multi-Made Variable Rate Revenue Bonding and Improvement Bonds, Series 2005 (Madison County Hospital, Inc. Project) (the "Series 2005 Bonds") issued for the benefit of the Corporation, the proceeds of which were used to finance and advance the acquisition, construction, equipping and installation of "hospital facilities" as that term is defined in Section 149.11 of the Ohio Revised Code, including without limitation the hospital facilities and related equipment located at the general hospital campus which consisting of approximately 34 acres and located at 211 North Main Street, London, Ohio (the "Campus"), and the acquisition, construction, equipping and installation of all or a portion of the approximately 24,000 square foot medical office building (MOB) located at the Campus (the "Prior Bond Project");

(ii) current actual all of the outstanding Village of Mount Sterling, Ohio Hospital Facilities Multi-Made Variable Rate Revenue Bonding Bonds, Series 2011 (Madison County Hospital, Inc. Project) issued for the benefit of the Corporation, the proceeds of which were used to finance and advance a portion of the Series 2005 Bonds;

(iii) finance certain hospital loans and line of credit of the Corporation under Madison County Community Hospital (MCCCH), the proceeds of which were used to acquire two construction loans in the MOB and related costs of recovering those costs, along with additional vacant space in the MOB, to primary physician office space, paying preliminary costs of the 2011 Project (Medical Office), including certain demolition and relocation costs, and acquisition of approximately five residential lots located adjacent to or near the Campus and donation of houses on such residential lots, such lots located at 3 Park Avenue, 11 Park Avenue, 111 North Main Street, and 225 North Main Street, each in London, Ohio (the "Lots"), acquiring rights in and to a physician practice, and acquiring approximately 2.1 acres of real property located at 114 Elm Street, London, Ohio (collectively, the "Prior Loans Project");

(iv) finance and reimburse the Corporation under MCCCH for costs of the acquisition, construction, renovation and equipping of a building expansion and renovation project (the "2011 Project") and together with the Prior Bond Project and the Prior Loans Project, the "Project") for the existing hospital facility, located on the Campus, including but not limited to the construction of a new two-story, approximately 24,000 square foot addition to the front of the existing health-care facility to house the emergency department, cancer center, and physician office space; the renovation of a number of areas existing within the hospital; the relocation of several services; and the acquisition of one or more of the Lots;

Dorinda Duester: T161027ALD

(i) payment of all or a portion of the Bonds and

(j) payment of interest on the Bonds.

WHEREAS, based solely on information provided by the Corporation, the Board has determined that the issuance of the Bonds under the circumstances and upon the terms hereinafter set forth, will further the public purpose of better providing for the health and welfare of the residents of the County and the State by enhancing the availability, efficiency and economy of Hospital facilities and the services rendered by the Corporation to the Hospital facilities and the services rendered thereby are available to or for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, on April 24, 2014 a notice of public hearing was published in the Madison Free Press, setting forth a general, historical description of the type and use of the facilities to be financed and assessed, the maximum principal amount of the Bonds to be issued, together with a summary of the facilities and the location of the facilities, among other things; and

WHEREAS, this Board of County Commissioners (the "Board") has conducted a public hearing on the date hereof regarding the issuance of the Bonds and the project to be financed and assessed hereby; and

WHEREAS, based solely on information provided by the Corporation, this Board has determined to authorize such Bonds and to amend the rate thereof to Corporate Mortgage Corporation or one or more affiliates of BSM Corporate Bank (the "Original Purchaser"); and

WHEREAS, pursuant to the hereinafter defined Base Lease, the lessee will acquire a leasehold interest in all or a portion of the Project, and will sublease the Project to the Corporation, which has authority to operate, or cause to be operated through a further sublease between the Corporation and BSM, the Project at the Hospital facilities; and

WHEREAS, it is necessary in connection with the issuance of such Bonds for the purpose of financing and refinancing of the Project to provide for the authorization of the Base Document and other documents in connection with the issuance of the Bonds.

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

SECTION 1. That for the purpose of better providing for the health and welfare of the people of the County and the State of Ohio by enhancing the availability, efficiency and economy of Hospital facilities and the services rendered by the Corporation to the Hospital facilities and the services rendered thereby are available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board hereby determines that the Bonds shall be issued pursuant to Section 147.04, Ohio Revised Code, in an aggregate principal amount not to exceed \$10,000,000 for the purpose set forth in the preceding items. Such bonds shall be designated "County of Madison, Ohio Health Care Facilities Revenue Bonds, Series 2017 (Madison Health Project)" (or such other designation as shall be acceptable to the Original Purchaser of the Bonds). The Bonds shall be issued in one or more series (initially anticipated to be one series) in the form and

denomination and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, bear interest at the rate or rates, and be payable on the dates as hereinafter provided in the Bond Purchase Agreement hereinafter submitted.

SECTION 2. That, in addition to the words and terms defined in the articles and elsewhere in this resolution, the words and terms defined in this resolution shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. These words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings assigned to them in the Lease or in the Bond Purchase Agreement, each as hereinafter defined.

Any reference herein to the lessee, or to any officer or official or employee thereof, shall include those successors to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference to a section or provision of the Internal Revenue Code of 1986, as amended (the "Code"), the Ohio Constitution or the Act or to a section, provision or chapter of the Ohio Revised Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented, or superseded, provided, however, that no such change shall alter the obligation to pay the Bond Service Charges in the amount and manner, at the times, and from the sources provided in this Bond Legislation, except as otherwise herein permitted, or shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the lessee, a trustee, the Master Trustee or the Corporation under the Lease.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa; any pronoun shall be deemed to cover all genders, and the terms "herein", "hereof", "hereby", "hereunder", and similar terms, mean this Bond Legislation and not solely the portion hereof in which any such word is used.

SECTION 3. That the Bonds shall be initially issued as one fully registered Bond, registered in the name of the Original Purchaser, dated as of the date of the initial delivery to the Original Purchaser, numbered R-1, and in the form attached to the Bond Purchase Agreement. The Bonds shall mature not later than thirty-five (35) years from the date of initial delivery thereof (subject to all provisions herein for acceleration and redemption). Upon any transfer and surrender of the Bonds in accordance with the provisions of the Bond Purchase Agreement, the lessee shall execute and deliver a new Bond in exchange therefor as provided in the Bond Purchase Agreement.

The principal of the Bonds shall be payable in accordance with the amortization schedule to be set forth in the Bonds or the Bond Purchase Agreement hereinafter submitted, provided that the first payment of principal of the Bonds shall occur no later than July 1, 2017, and the final installment of the principal of the Bonds shall be paid no later than final maturity date referenced above.

Interest from the date of issuance of the bonds on the within the principal amount of the bonds shall be payable on each interest payment date commencing on the date specified in the Bond Purchase Agreement. Interest on the outstanding principal balance of the bonds shall likewise be payable from the date of issuance in accordance with the provisions of the Bond Purchase Agreement.

The interest rate on the bonds shall not exceed the maximum rate set forth in the Bond Purchase Agreement. Each installment shall be applied first to interest due and the balance to repayment of principal. All principal and interest shall be paid in full on or before the last maturity date of the bonds. The bonds shall be subject to prepayment, redemption and tendering to be as provided in the Bond Purchase Agreement and the Lease.

If Bond Service Charges shall be payable in kind in any of the United States of America at the principal office of the holder, in accordance with the Bond Purchase Agreement.

The bonds shall be executed on behalf of the issuer by at least two members of the Board, provided that such signatures may be a facsimile. In case any other whose signature or facsimile thereof shall appear on the bonds shall come to be such after when the issuance or delivery of the bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, to the same effect as if such signature or facsimile were in fact and in full compliance with the law.

**SECTION C.** That anything in this Bond Legislation, the Bonds or any other issuer Document in the contrary notwithstanding, the Bonds shall not and shall not represent a condition, general obligation, debt or bonded indebtedness, or a pledge of the faith and credit of the State, the State or any political subdivision thereof, and the holders of the bonds shall not be given and shall not have any right to have such a trust levied by the Board of the issuer, any successor thereof, or the issuer, the State or the taxing authority of any political subdivision thereof for the payment of Bond Service Charges ( Taxes). The Bonds shall contain a statement to that effect and to the effect that the Bonds are payable solely from the Revenues (as defined in the Bond Purchase Agreement) and any other moneys paid by the Corporation. Nothing in the Bonds or the issuer Documents here or shall be deemed to prohibit the issuer from a raising of its own revenue, to the extent that it is authorized by law to do so, or other resources for the fulfillment of any of the terms or conditions of or its obligations under the issuer Documents in the Bonds.

**SECTION D.** That the members of this Board, and their successors, are hereby authorized and directed to do all the acts and things required of them by the provisions of the Bonds and the Bond Purchase Agreement and to do all the acts and things required to complete the financing of all of the terms, covenants and agreements of the Bonds and Bond Purchase Agreement shall be effected, including taking all actions necessary to complete the sale of the Bonds under the "Title Key" laws of any jurisdiction, provided that the issuer shall not be required to obtain a certificate of passage in connection with any such "Title Key" action in any state except Ohio.

**SECTION E.** That this Board hereby determines that the financing of all or a portion of the Project from the Corporation and the selling of the Project to the Corporation, which will require a lease to be entered into between the Corporation and MOCH,

the Project, providing health care to the general public without discrimination by reason of race, creed, color or national origin is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the issuer and the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby.

**SECTION F.** That at least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the issuer a Base Lease (the "Base Lease") with the Corporation to acquire a leasehold interest in all or a portion of the Project. The Base Lease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Base Lease as aforesaid. It is hereby determined that such Base Lease will promote the public purpose stated in Section 141.02, Ohio Revised Code, and the issuer will be fully benefited thereby.

**SECTION G.** That at least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the issuer a Lease (the "Lease") with the Corporation. The Lease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Lease. It is hereby determined that such Lease will promote the public purpose stated in Section 141.02, Ohio Revised Code, and the issuer, will be fully benefited thereby.

**SECTION H.** That at least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the issuer an Assignment of Rights Under a Base Lease and Lease (the "Assignment") assigning the issuer's rights under the Base Lease and the Lease, except for rights to receive payments of Rental Payments and Unassigned Issuer's Rights, to U.S. Bank National Association, as trustee (the "Master Trustee"), under a Master Trust Indenture dated as of June 1, 2017 among the Corporation, MOCH, Madison County Hospital Foundation, Inc., Madison Family Health Corporation and the Master Trustee. The Assignment shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Assignment.

**SECTION I.** That at least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the issuer a Bond Purchase Agreement (the "Bond Purchase Agreement") among the issuer, the Corporation and the Original Purchaser, providing for the sale of the Bonds to the Original Purchaser, substantially in the form heretofore presented to this Board and on file with the Clerk, so long as the terms of purchase contained therein are within the guidelines established in Sections 1 and 3 of this Bond Legislation.

**SECTION J.** That this Board, for and on behalf of the issuer, hereby covenants that it will assist the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is raised, so that they will not constitute "bridge bonds" under Sections 141.02(B)

Current Document T1010070LD

and 141 of the Code and the regulations prescribed hereunder. Any member of this Board or any other officer having responsibility with respect to the issuance of said Bonds is authorized and directed to give appropriate certification on behalf of the issuer, in the form of an affidavit certificate and/or a fee regulatory agreement, on the date of delivery of said Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expenditures pertaining to the use of the proceeds thereof and the provisions of said Section 141 and regulations hereunder.

SECTION 12. That the appropriate officers of the issuer, he and they hereby are authorized to execute and deliver on behalf of the issuer such other certificates, documents and instruments in connection with the issuance and sale of the Bonds as may be required, necessary or appropriate, including, without limitation, any notes or similar documents relating to prior debt being refinanced with the Bonds, and any documents which are necessary or appropriate in order to provide that the Bonds constitute "qualified 512(c)(2) bonds" under the Code. Such documents, including the ones specifically mentioned hereby, shall be subject to such changes, insertions and omissions as may be approved by the appropriate officers of this Board, which approval shall be conclusively evidenced by the execution thereof as aforesaid.

SECTION 13. That this Board, as the "applicable elected representative" of the issuer, for purposes of Section 141(j) of the Code, hereby approves the issuance of the Bonds in the maximum principal amount of \$5,000,000 pursuant to Chapter 149 of the Ohio Revised Code, the proceeds of which Bonds will be used for the purposes described in the preamble hereto. Each of the issuer and the Corporation will be the initial owners of portions of the Project on the land on which the Project is located. The initial operator of the Project will be the Corporation under 100%.

SECTION 14. That it is found and determined that all formal notices of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board in meetings open to the public, in compliance with the law, including Section 117.22 of the Ohio Revised Code.

SECTION 15. That all resolutions or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

SECTION 16. That this resolution shall be effective from and after its adoption.

Mark W. Wainman seconded the motion and the roll called for adoption of this foregoing resolution, the vote result of is follows:

AYES:

NAYS:

ABSTENTIONS:

ADOPTED this 15<sup>th</sup> day of May, 2017.

Mark Wainman / Clerk  
Clerk  
County of Madison, Ohio

CERTIFICATE

I hereby certify that the foregoing is a true and correct excerpt from the minutes of a meeting of the Board of County Commissioners of the County of Madison, Ohio, held on the 15<sup>th</sup> day of May, 2017.

Kates Weisman / Clerk  
Clerk, Board of County Commissioners,  
County of Madison, Ohio

CO35549527.2

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

D:\mcc\clerk\TFC\10076.D

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 9:05 a.m. To discuss legal issues and economic development.

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 9:23 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: Proclamation – Approved – Senior Citizen Hall of Fame

Mr. Hunter moved to approve the proclamation for the Madison County 2017 Senior Citizen Hall of Fame Madison County inductee Jerry Miller.

## PROCLAMATION

## FOR

## JERRY MILLER

WHEREAS: JERRY MILLER IS WELL RESPECTED AND KNOWN IN MADISON COUNTY FOR HIS ENTHUSIASTIC VOLUNTEER WORK; AND

WHEREAS: JERRY MILLER IS HARD WORKING AND IS WILLING AND EAGER TO LEND A SUPPORTING HAND TO OTHER; AND

WHEREAS: JERRY MILLER HELPS THE COMMUNITY BY WORKING ON PROJECTS FOR CHURCHES, SCHOOLS, AND THE MADISON COUNTY BIKE TRAIL; AND

WHEREAS: JERRY MILLER'S LEADERSHIP SKILLS HAVE MADE A POSITIVE IMPACT TO THE SENIOR CITIZENS IN THE COMMUNITY; AND

WHEREAS: JERRY MILLER'S EXAMPLE PROVIDES A WELL DESERVING RECOGNITION TO BECOME A MEMBER OF THE SENIOR CITIZENS HALL OF FAME


THEREFORE BE IT RESOLVED: THAT THE MADISON COUNTY COMMISSIONERS CONGRATULATES JERRY MILLER ON HIS INDUCTION INTO THE SENIOR CITIZENS HALL OF FAME.

PASSED THIS 15 DAY MAY, 2017.

MADISON COUNTY COMMISSIONERS

  
MARK FORREST

  
DAVID DHUME

  
DAVID HUNTER

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

Subject: Park Board

The monthly Park Board meeting took place on Monday May 15, 2017 at 9:30 a.m.

Those Present

MADISON COUNTY COMMISSIONERS

Park Board  
May 15, 2017 9:30 a.m.

1. Kathy Zickert
2. Chris Pinn
3. Wayne Roberts
4. [Signature]
5. [Signature]
6. [Signature]
7. [Signature]
8. [Signature]
9. [Signature]
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_

Subject: Park Board – Approved – Financial Sheet

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

MADISON COUNTY METROPOLITAN PARK BOARD  
April 2017

Balance as of Park Board May, 2017	\$850.88
<hr/>	
<u>Expenses</u>	
Auditor of State – Audit Fees	\$102.50
<u>Revenue</u>	
<u>Balance</u>	\$748.38
Monthly Bond Balance	Balance is \$21,405.14
<u>Expenses</u>	
	\$
<u>Revenue</u>	
	\$ 0.00
<u>Balance</u>	\$ 21,292.42

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

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

Barrett Dushen: T 61007540

**Old Business**

- According to Julia there is no update on the Rails to Trails grant.
- The Volunteer project from April 29<sup>th</sup> was rained out.
- The Little Darby Youth Volunteer Work Program will be from June 5<sup>th</sup> - 29<sup>th</sup>.

**New Business**

- The Commissioners approved funding for the Park Board's shelter project.
- According to Wayne Roberts a fund raising project is underway for the Maple Street area.
- The week of May 15<sup>th</sup> The Madison County Senior Center is having an event day. Commissioners are welcomed to attend.

**Subject: Bid Opening**

The bid opening for the 2017 stone and gravel for the Engineer's department took place on Monday May 15, 2017 at 11:00 a.m.

**Bid 1. The Melvin Stone Co. LLC.**

**EQUIPMENT**

The Melvin Stone and Gravel products shall be set as follows as to be accepted by procedures in the COUNTY of Construction and Materials Specifications, with the BIDDING REQUIRED. Participants

Project	UNIT PROSCRIPTION		
	PROJECT SIZE	LIMESTONE	SAND/GRANUL
LADEN COUNTY	R2	\$ 110.00	\$
	H	\$ 110.00	\$
PROJECT 11	R2	\$ 110.25	\$
	H	\$ 110.25	\$
LADEN COUNTY	R2	\$ 110.00	\$
	R2-A	\$	\$
LADEN COUNTY	R2	\$	\$
	R2 Screenings	\$ 110.00	\$
LADEN COUNTY	RM	\$ 9.00	\$
	RH	\$ 9.00	\$
LADEN COUNTY	R2	\$ 9.00	\$
	Type A Top	\$ 20.50	\$
LADEN COUNTY	Type B Top	\$ 20.50	\$
	Type C Top	\$ 20.50	\$
LADEN COUNTY	Type D Top	\$ 20.50	\$

OTHER PRODUCTS			
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**SEE SUPPLEMENTAL SPECIFICATIONS**

Contract period shall begin on the effective date of the bid award and end on April 15, 2018

Location of Plot 9042 S.A. H7  
HUNTSVILLE OH 43124

Phone No. to Plot 614-686-4811

Project: LADEN COUNTY  
Submitted by: J.A.S.L.C. II  
Site: OH  
Telephone: 937-389-2116



Bid 2. The Olen Corporation

Project  
 STATE AND COUNTY  
 PROPOSAL  
 MADISON COUNTY  
 BOARD OF COMMISSIONERS  
 MA Formed  
 Road Course  
 Cold Milling  
 Letting - Monday May 15, 2017 at 10:00 AM  
 Company  
 Submitted by  
 State  
 Post Office Box  
 City  
 Telephone

The following STD AND GRAVEL products shall be bid as FOB controls and sampled in accordance with the COUNTY OF Construction and Materials Specifications, M.C. 805.000 REQUIRED. Full price.

PRODUCTS	QUANTITY	UNIT PRICE
#2	10,000	
#1	10,000	
#2	10,000	
#1	10,000	
#2	10,000	
#1 - Modified	10,000	
#2 - A		
#1 - Modified		
#1 Screenings		
#24		
#11		
#17		
Type A Pq. Pq.		
Type B Pq. Pq.		
Type C Pq. Pq.		
Type D Pq. Pq.		

OTHER PRODUCTS	QUANTITY	UNIT PRICE
#1 - Modified		
#1 - Modified		
#1 - Modified		
#1 - Modified		
#1 - Modified		

SEE SUPPLEMENTAL SPECIFICATIONS  
 Contract period shall begin on the effective date of the bid and end on April 15, 2018  
 Location of Work  
 Phone No. to Fax

Bid 3. Shelly Materials

**The Shelly Corporation**  
 Project  
 STATE AND COUNTY  
 PROPOSAL  
 MADISON COUNTY  
 BOARD OF COMMISSIONERS  
 MA Formed  
 Road Course  
 Cold Milling  
 Letting - Monday May 15, 2017 at 10:00 AM  
 Company  
 Submitted by  
 State  
 Post Office Box  
 City  
 Telephone

The following STD AND GRAVEL products shall be bid as FOB controls and sampled in accordance with the COUNTY OF Construction and Materials Specifications, M.C. 805.000 REQUIRED. Full price.

PRODUCTS	QUANTITY	UNIT PRICE
#2	11,100	
#1	11,350	
#2	11,350	
#1		
#2		
#1 - Modified		
#2 - A		
#1 - Modified		
#1 Screenings	6,100	
#24	11,100	
#11	11,100	
#17	11,100	
Type A Pq. Pq.	11,100	
Type B Pq. Pq.	11,100	
Type C Pq. Pq.	11,100	
Type D Pq. Pq.	11,100	

OTHER PRODUCTS	QUANTITY	UNIT PRICE

SEE SUPPLEMENTAL SPECIFICATIONS  
 Contract period shall begin on the effective date of the bid and end on April 15, 2018  
 Location of Work  
 Phone No. to Fax

Current Documents T1010070LD

Bid 4. Mechanicsburg Sand & Gravel

BID SHEET

The following STONE AND GRAVEL products shall be bid as FOB, cut trucks and supplied in accordance with the GOOT 2016 Construction and Materials Specifications. NO BID BOND REQUIRED. Post prices

Project  
 20' STONE AND GRAVEL  
 PROPOSAL  
 MADISON COUNTY  
 BOARD OF COMMISSIONERS  
 Mark Forest  
 Civil Engineer  
 Director  
 Letting - Monday, May 15, 2017 at 10:00 AM  
 Company: Mechanicsburg Sand and Gravel, Inc.  
 Represented by: John G. Calvert  
 Street: 5734 State Route 4  
 Post Office Box:  
 State: OH Zip: 43044  
 Telephone: 614-434-2504

PRODUCT SIZE	UNIT PRICE PER TON	
	LASTSTONE	SAND & GRAVEL
#2	\$ 15.50	\$ 15.50
#4	\$ 8.30	\$ 8.30
#5	\$ N/A	\$ N/A
#7	\$ 11.75	\$ 11.75
#8 - Modified	\$	\$
#12 - A	\$	\$
#9 - Modified	\$	\$
#10 Screenings	\$	\$ N/A
#34	\$ 8.30	\$ 8.30
#41	\$ 8.30	\$ 8.30
#57	\$ 8.30	\$ 8.30
Type A Rip Rap	\$ N/A	\$ N/A
Type B Rip Rap	\$ N/A	\$ N/A
Type C Rip Rap	\$ N/A	\$ N/A
Type D Rip Rap	\$ N/A	\$ N/A

OTHER PRODUCTS

\$	\$
\$	\$
\$	\$
\$	\$

\*SEE SUPPLEMENTAL SPECIFICATIONS  
 Contract period shall begin on the effective date of the Bid award and end on April 15, 2018.  
 Location of Plant: Mechanicsburg Sand and Gravel, Inc.  
5734 State Route 4  
Mechanicsburg, OH 43044  
 Phone No. to Plant: 614-434-2504

Bid 5. Duff Quarry Inc.

BID SHEET

The following STONE AND GRAVEL products shall be bid as FOB, cut trucks and supplied in accordance with the GOOT 2016 Construction and Materials Specifications. NO BID BOND REQUIRED. Post prices

Project  
 20' STONE AND GRAVEL  
 PROPOSAL  
 MADISON COUNTY  
 BOARD OF COMMISSIONERS  
 Mark Forest  
 Civil Engineer  
 Director  
 Letting - Monday, May 15, 2017 at 10:00 AM  
 Company: DUFF QUARRY INC.  
 Represented by: J. SCOTT DUFF  
 Street: 9042 S.R. 117, HUNTSVILLE  
 Post Office Box: 303, HUNTSVILLE  
 State: OH Zip: 43324  
 Telephone: 937 686-2811

PRODUCT SIZE	UNIT PRICE PER TON	
	LASTSTONE	SAND & GRAVEL
#2	\$ 10.00	\$
#4	\$ 10.00	\$
#5	\$ 10.25	\$
#7	\$ 10.25	\$
#8 - Modified	\$ 11.00	\$
#12 - A	\$	\$
#9 - Modified	\$	\$
#10 Screenings	\$ 10.00	\$
#34	\$ 9.00	\$
#41	\$ 9.00	\$
#57	\$ 9.00	\$
Type A Rip Rap	\$ 20.50	\$
Type B Rip Rap	\$ 20.50	\$
Type C Rip Rap	\$ 20.50	\$
Type D Rip Rap	\$ 20.50	\$

OTHER PRODUCTS

\$	\$
\$	\$
\$	\$
\$	\$

\*SEE SUPPLEMENTAL SPECIFICATIONS  
 Contract period shall begin on the effective date of the Bid award and end on April 15, 2018.  
 Location of Plant: 9042 S.R. 117  
HUNTSVILLE OH 43324  
 Phone No. to Plant: 937 686-2811

Bid 6. The National Lime and Stone Company

BOB SEET

The following STONE AND GRAVEL products shall be bid as FOB, cut truck and loaded in accordance with the COOT 2016 Construction and Materials Specifications. NO BOB EOND RECEIVED. Part prices

Project	PRODUCT SIZE	UNIT PRICE PER TON		
		LIMESTONE	SAND & GRAVEL	
MADISON COUNTY BOARD OF COMMISSIONERS	#2	\$ _____	\$ _____	
	#1	\$ _____	\$ _____	
	#3/4	\$ _____	\$ _____	
	#5	\$ _____	\$ _____	
	#6/7	\$ _____	\$ _____	
	#8 - Modified	\$ _____	\$ _____	
	#12 - A	\$ _____	\$ _____	
	#9 - Modified	\$ _____	\$ _____	
	#10 Coverings	\$ _____	\$ _____	
	#54	\$ _____	\$ _____	
MORPC	#11	\$ _____	\$ _____	
	#57	\$ _____	\$ _____	
	Type A Rip Rap	\$ _____	\$ _____	
	Type B Rip Rap	\$ _____	\$ _____	
	Type C Rip Rap	\$ _____	\$ _____	
	Type D Rip Rap	\$ _____	\$ _____	
	OTHER PRODUCTS			
	#3 crushed	\$ 11.00	\$ _____	\$ _____
	#1 1/2 crushed	\$ 10.00	\$ _____	\$ _____
	SEE SUPPLEMENTAL SPECIFICATIONS			

Contract period shall begin on the effective date of the bid award and end on April 15, 2018.

Location of Plant: NLS West Columbus Recycle Yard  
4370 Fisher Rd.  
Columbus, OH  
Phone No. to Plant: 740-369-7651

Subject: Bid Opening – Accepted – Engineer

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to accept the bids for the 2017 stone and gravel bids that were received. The Engineer will review these bids and then make a recommendation to the Board of Commissioners for the award at a later date.

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

Subject: Appointment – Approved – MORPC

Mr. Hunter moved per the recommendation of Bryan Dhume, Engineer, to approve the appointment of Joe Mosier, London Safety Director, as an alternate representative for the MORPC committee. MORPC is putting together by the request of ODOT a regional planning committee with five counties involved to work on projects within the area.

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

Mark Forrest Mark Forrest      David Dhume David Dhume      David Hunter David Hunter

ATTEST: Katie Woodman