

Commissioners Journal # 87 Page 17 October 10, 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: Drawdowns– Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the drawdowns request in the amounts of \$300,219.00 and \$48,625.00.

CDC OF OHIO, INC.

Community Development Consultants

MADISON COUNTY
COMMISSIONERS
OCT 10 2017

October 4, 2017

Madison County Commissioners
Madison County Court House
P.O. Box 618
London, OH 43140
Attn: Sissy Wiseman

Re: Madison County's 2015 CDBG Program

Dear Sissy,

Enclosed is Draw No. 5. This drawdown is to cover costs as outlined below:

Mount Sterling Park and Recreation - For Jay-Car Construction Invoice No. 1 and Playworld Invoice No.2	\$228,100
Mount Sterling Street Improvements - For Strawser Paving Invoice No. 1 and MD Solutions Invoices 2 & 3	\$72,119
Total Draw Amount	\$300,219

Please process the invoices for payment when the funds arrive at the County. Keep copies of the check for the files.

I have also enclosed a copy of the *CDBG Cash Drawdown Record*, which reports the overall status of the grant. Please keep this document for the files.

Sincerely,

Whitaker W. Wright
Senior Planner

Enclosures

c: Madison County Auditor
file

Madison County 2015 CDBG Financial Management Add 5 County Cover Letter

Barun Brothers T1702595LD

Barrett Business 11702596.LD

COMMUNITY DEVELOPMENT
CONSULTANTS

CDC OF OHIO, INC.

Community Development Consultants

October 2017

Madison County Commission
Madison County Courthouse
100 N. 2nd St.
Lebanon, OH 43039
Attn: Kay Wilson

Re: Madison County 2017 CDBG Program

Dear Sirs,

Enclosed to CDC for review, along with a copy of the first draw for the 2017 CDBG program. For further information, please contact the undersigned below.

Project 1 - Flood & Drainage	1,000,000
Project 2 - Street & Sidewalk	25,000
Project 3 - General Admin	18,500
Project 4 - Demolition/Construction	975,000

This request is made by request when the funds are in the County. Expenses of the draw for the first draw. I have this request copy of the CDC and Request Report which applies to the first draw. Please let me know if you have any questions.

Sincerely,

[Signature]
Madison County
Secretary

Madison County

c: Madison County
B:

Madison County 2017 CDBG Program

State of Ohio
Office of Community Development
Request for Payment and Status of Funds request

Request To: Development Services Agency Office of Community Development P.O. Box 1500 Columbus, OH 43261-1500	Name and Address of Grantee: Madison County Commissioners 111 1/2th St. 7th Floor Lebanon, OH 43039	CDBG EDR REF Balance: \$0 CDBG Housing PI Balance: \$0 HOME Program Balance: \$0
Contact Person Information Name: William Wright Phone Number: (614) 458-8000 Email: wwright@dcgoh.com	Draw Number: B-F-16-165-1 Draw Number: 1	State Use Only Date: Voucher #: Project #:

Project No.	Project Name	Activity No.	Activity Name	Funding Source Address (if applicable)	Site Number	Amount Requested (\$)	Approved Activity (\$)	Balance of Activity Site Budget** (\$)
1	Project	1	Flood & Drainage			8,500.00	8,500.00	(3,100.00)
3	Project	1	Street & Sidewalk			25,000.00	25,000.00	0.00
2	Admin/Field Support/Planning	2	General Admin			18,500.00	22,000.00	3,000.00
4	Project	1	Demolition/Construction			975,000.00	85,000.00	64,000.00

Total Amount of this Draw:	928,500.00	118,500.00	69,000.00
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Confirmation of Receipt of Funds: Two Authorized Signatures Are Required

I hereby certify that this request for payment is in accordance with the terms and conditions of the Grant Agreement(s) and that the amount herein is proper for payment to the grantee's depository. I also certify that a date requested above is correct as of the issuance of this request for payment and not in excess of annual needs.

Date: 10-10-17	Signature: <i>[Signature]</i>	Title: Commissioner
Date: 10-10-17	Signature: <i>[Signature]</i>	Title: Secretary

State Use Only Date: 10-10-17

Approved: *[Signature]* Commissioner

CDC OF OHIO, INC.

Community Development Corporation

INVOICE

Invoice Number: 17-103-797 October 4, 2017

TO: Madison County Commissioners
Madison County Courthouse, 700 Broad St.
London, Ohio 43141

FROM: CDC of Ohio
Community Development Corporation
P.O. Box 85747
Columbus, OH 43266

FOR: Administration, Madison County FY 2017 CDC PROGRAM
Retained when CDDBG reissues invoices

ACTIVITIES COVERED	AMOUNT
General Administration (CDDBG)	\$11,589
CDC Contract Item No. 1 (Administrative) \$1,000	
CDC Contract Item No. 2 (Administrative Review) \$1,000	
CDC Contract Item No. 3 (Administrative Agreement) \$1,000	
CDC Contract Item No. 4 (Procurement of Professional) \$1,000	
CDC Contract Item No. 5 (Cost Accounting) \$1,500	
CDC Contract Item No. 6 (Construction) \$1,500	
TOTAL AMOUNT DUE:	\$11,589

Thank you,



Rick C. Clark, Partner

cc: Bill

Madison County FY 2017 (2017) Fiscal Department Invoice

800.543.6964 | 614.262.3539 | 614.262.4224 | 614.262.4225 | 614.262.4226

CDC OF OHIO
CCD Programs
CASH DRAWDOWN RECORD

System Order / Community Information						
Program Type / Administrator	Name and Address of Contractor					
FY 2016 CCDG Program	Madison County					
Walter W. Wright	Madison County Courthouse London, Ohio 43141					
FBI Number:						
17-00076						
SENT TO CD	Community Member	FBS				
CD BSN	Grant Drawdown No.	1				
PAYEE RECD	Invoice No.	1				
System Type / Method of Payment						
Grant Number	Project No. / Activity Name & No.	Activity Budget	Amount of This Draw	Cumulative Amount Drawn	Balance	
BF-16-165-F	1111 London Food and Outreach	\$5,300	\$1,633	\$1,633	(\$1,500)	
BF-16-165-F	1111 Fair Housing	\$5,000	\$0	\$0	(\$1,500)	
BF-16-165-F	1123 General Administration	\$12,500	\$13,500	\$13,500	(\$1,000)	
BF-16-165-F	1111 London Senior Facilities Improv.	\$25,000	\$25,000	\$25,000	\$0	
BF-16-165-F	1111 County Clearance	\$65,000	\$0	\$0	(\$4,000)	
		TOTAL:	\$120,000	\$40,633	\$40,633	(\$13,500)
Total of This Draw:			\$40,633			
Notes:						
	Exchange Supply Invoice	\$14,100				
16:	Outrage				\$6,883	
16:	Senior Facilities				(\$2,300)	
	Madison County	\$105				
16:	Clearance				\$115	
	CDC of Ohio	\$11,589				
16:	Gen. Administration				(\$13,500)	
					(\$13,500)	

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

Barrett Brothers 11/02/2017

Subject: Appropriation – Approved – Federal Block Grant

Mr. Hunter moved per the request of Whitaker Wright to approve the appropriation per unappropriated funds for the following:

Appropriate: Fed Block Grant 15 Expenses (2059-T200-5-0815) in the amount of \$37,800.00.

MADISON COUNTY COMMISSIONERS
PLAYWORLD
 MIDSTATES
 614-855-3790
 www.playworldmidstates.com
 Playworld Midstates
 5828 Zanley St Suite B
 New Albany, OH 43054

INVOICE

DATE	INVOICE #
07/28/17	17104

SOLD TO:

Madison County Board of Commissioners
 Madison County Courthouse
 1 North Main St.
 London, OH 43140

SHIP TO:

Wedge of All Starling
 One South London Street
 Mt. Sterling, Ohio 43143
 USA



Order PO #	Terms	Sales Rep	Mfg SO #	PW Mfg/Sales PO #
Contract	Net 10 Days	PH		

Quantity	Item Code	Description	Price Each	Amount
1.00	Custom Chole...	Mark for Mason Park Custom Challenger Playstructure #16-9385A Color as shown in 3D	31,280.00	31,280.00
1.00	22X00737	Chipmunk Spring Mole w/ Col Spring	672.00	672.00
1.00	22X00721	Duck Spring Mole w/ Col Spring	672.00	672.00
1.00	22X01411	(H) PERMANENT BENCH (COATED PLANKS & PAINTED FRAME) Color: Hunter Green	438.00	438.00
1.00	22X01451	PERMANENT PARK GRILL Subtotal	336.00	336.00
				33,328.00
1.00	22X08563	Mark for Men-A-Moo park Horse Spring Rider	1,173.50	1,173.50
1.00	22X08661	Cow Spring Rider	1,173.50	1,173.50
1.00	22X01411	(H) PERMANENT BENCH (COATED PLANKS & PAINTED FRAME) Color: Hunter Green	923.00	923.00
50.00	Wood fiber	(C) Playground Engineered Wood Fiber Safety Surfacing - ASTM Compliant (Woodend)	20.00	1,000.00
1.00	Equipment	2318 SQ FT Geotextile fabric (Woodend)	718.00	718.00

Please remit payments to: Playworld Midstates 5828 Zanley St Suite B New Albany, OH 43054	Subtotal	\$39,184.00
	Sales Tax (7.0%)	\$0.00
	Payments/Credits	\$0.00
	Balance Due	\$39,184.00

County: 32000 mts.
 5800 London

County Slave: \$37,800.00

Sissy Wiseman

From: whitaker.wright [mailto:whitaker.wright@sbcglobal.net]
 Sent: Tuesday, October 03, 2017 12:48 PM
 To: Sissy Wiseman
 Subject: Re: Blanket PO's for CDBG FY16 and FY16

I confirm this email.

Whitaker

Whitaker W. Wright, Senior Planner
 CDC of Ohio, Inc.
 Community Development Consultants of Ohio
 1216 S. High Street | P.O. Box 66217 | Columbus, Ohio 43265-0167
 P. (614) 445-8323 | F. (614) 445-8311 | E. wwright@cdc-ohio.com

From: Sissy Wiseman <swiseman@co.madison.oh.us>
 To: whitaker.wright [mailto:whitaker.wright@sbcglobal.net]
 Sent: Tuesday, October 3, 2017 12:30 PM
 Subject: Blanket PO's for CDBG FY16 and FY16

Whitaker,

I received in the invoice from Playworld on 9-28-17 to pay \$37,800.00 only of invoice 17104 dated 6-23-17. This dollar amount is to be paid from FY15 2059-T200-5-0815. When reviewing the account there was not an existing PO in place to pay for this invoice. I then proceeded to contact you and you were under the assumption that the funding for Playworld, Jaycar, Strawser, and other vendors already had funding to pay for outstanding invoices from account FY15 2059-T200-5-0815. The funding is available to pay outstanding invoice but the PO's have not been set-up. Therefore I created two blanket PO's in the amount of \$1.00 each for accounts 2059-T200-5-0815 and 2059-T200-5-0804 to keep this error from happening in the future.

You now understand that the PO and the funding also needs to be available before an invoice can be paid. Confirm by email you have received this information.

Sissy Wiseman

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 – Federal Block Grant

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

Appropriate: Fed Block Grant 15 Expenses (2059-T200-5-0815) in the amount of \$14,875.00.

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

Subject: Increase PO Funding – Approved – Federal Block Grant

Mr. Hunter moved to approve the increase of PO funding for the following:

Increase: Federal Block Grant 15 Expenses (2059-T200-5-0815) PO#1415 in the amount of \$52,675.00.

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

Subject: Appropriation – Approved – Fairground

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

Appropriate: Fairground Improvement (4200-P100-5-0046) in the amount of \$10,000.00.

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

Subject: Decrease PO – Approved – Tri County Jail

Mr. Hunter moved to approve the decrease of PO funding for the following:

Decrease: Courthouse Tri County Jail (1000-A04B-5-0151) PO#1069 in the amount of \$13,354.19.

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

Subject: Budget Revision – Approved – Inmate/Pharmacy

Mr. Hunter moved to approve the budget revision for the following:

Decrease: Courthouse Tri County Jail (1000-A04B-5-0151) in the amount of \$13,354.19.

Increase: Inmate Pharmacy (1000-A04B-5-0152) in the amount of \$13,354.19.

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

Subject: Increase PO Funding – Approved – Inmate/Pharmacy

Mr. Hunter moved to approve the increase of PO funding for the following:

Increase: Inmate/Pharmacy (1000-A04B-5-0152) PO#1071 in the amount of \$13,354.19.

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

Subject: Decrease PO – Approved – Courthouse Supplies

Mr. Hunter moved to approve the decrease of PO funding for the following:

Decrease: Courthouse Supplies (1000-A04B-5-0030) PO#1064 in the amount of \$800.00.

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

Subject: Appropriation – Approved – Auditor

Mr. Hunter moved per the request of Jennifer Hunter, Auditor, to approve the appropriation per unappropriated funds for the following:

Appropriate: County Audit Fees (1000-A01H-5-0059) in the amount of \$10,000.00.

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

Subject: Increase PO – Approved – Auditor

Mr. Hunter moved to approve the increase of PO funding for the following:

Increase: County Audit Fees (1000-A01H-5-0059) PO#1123 in the amount of \$10,000.00.

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

**Jennifer S. Hunter CPA
Madison County Auditor**

1 North Main Street
PO Box 47
London, OH 43140-0047
Telephone: (740) 852-9717
Fax: (740) 852-5752
Email: auditor@co.madison.oh.us

MADISON COUNTY
COMMISSIONERS
2017 OCT 10 AM 10:39

October 10, 2017

To: Madison County Commissioners

Dear Sirs:

Please increase appropriated funds for the following account:

1000-A01H-50059 County Audit Fees \$10000

Note: This should be the end of audit fees for 2016. The 2017 expense line item was higher this year due to audit fees being paid to finish calendar year 2015 along with all of calendar year 2016 audit fees.

Thank you

Jennifer S. Hunter
Jennifer S. Hunter CPA

Burns Bonners T17055&D

Subject: Budget Revision – Approved – Auditor

Mr. Hunter moved per the request of Jennifer Hunter, Auditor, to approve the budget revision for the following:

- Decrease: Auditor PERS (1000-A01B-5-0042) in the amount of \$1,000.00.
- Increase: Auditor Dental Insurance (1000-A01B-5-0101) in the amount of \$850.00.
- Increase: Auditor Vision Insurance (1000-A01B-5-0102) in the amount of \$150.00.

Jennifer S. Hunter CPA
Madison County Auditor

1 North Main Street
 2nd Floor
 London, OH 43140-0047
 Telephone: (740) 852-2717
 Fax: (740) 852-3342
 Email: auditor@madisonohio.us

MADISON COUNTY
 COMMISSIONERS
 2017 OCT - 6 AM 8:17

October 3, 2017
To: Madison County Commissioners

Dear Sirs: Budget revision
 Please adjust appropriated funds for the following accounts:

1000-A01B-00101	Auditor dental insurance	\$850
1000-A01B-00102	Auditor vision insurance	\$150
1000-A01B-00042	Auditor PERS	(\$1000)

Thank you

Jennifer S. Hunter
 Jennifer S. Hunter CPA

Website: www.madisonohio.us/auditor

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

Subject: Budget Revision – Approved – Soil & Water

Mr. Dhume mover per the request of Julia Cumming, Soil & Water Administrator, to approve the budget revision for the following:

- Decrease: Equipment (7010-L000-5-0070) in the amount of \$1,000.00.
- Increase: Travel Account (7010-L000-5-0040) in the amount of \$850.00.
- Increase: Service Fees (7010-L000-5-0059) in the amount of \$150.00.

Partners in
 Natural Resource
 Protection since 1947



831 US Highway 42 NE
 London, OH 43140
 Telephone: (740) 852-4004
 Fax: (740) 852-6223

October 8, 2017

Madison County Commissioners
713, Box 618
London, OH 34140

Dear Sirs,

Please decrease the appropriation of our Equipment Account (7010-L000-50070) in the amount of \$1,000 and increase our Travel Account (7010-L000-50040) in the amount of \$850 and our Service Fees Account (7010-L000-50059) in the amount of \$150.

Thank you.

Yours truly,

Julia Cumming
 Julia Cumming
 District Program Administrator

cc: Madison County Auditor's Office

MADISON COUNTY
 COMMISSIONERS
 2017 OCT 11 AM 8:14

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

Subject: Monthly Budget Sheets - Approved - Commissioners

Mr. Dhume moved to approve the County's monthly budget sheets for September 2017.

Madison County
Statement of Cash from Revenue and Expense
Fiscal Year 2017

Fiscal Year 2017
Page 1

Fund	Account	Original Budget	Revised Budget	Actual	Variance
10	GENERAL	10000	10000	10000	0
11	SALES TAX	11000	11000	11000	0
12	PROPERTY TAX	12000	12000	12000	0
13	STATE	13000	13000	13000	0
14	FEDERAL	14000	14000	14000	0
15	UNEMPLOYMENT	15000	15000	15000	0
16	INCOME TAX	16000	16000	16000	0
17	SALES TAX	17000	17000	17000	0
18	PROPERTY TAX	18000	18000	18000	0
19	STATE	19000	19000	19000	0
20	FEDERAL	20000	20000	20000	0
21	UNEMPLOYMENT	21000	21000	21000	0
22	INCOME TAX	22000	22000	22000	0
23	SALES TAX	23000	23000	23000	0
24	PROPERTY TAX	24000	24000	24000	0
25	STATE	25000	25000	25000	0
26	FEDERAL	26000	26000	26000	0
27	UNEMPLOYMENT	27000	27000	27000	0
28	INCOME TAX	28000	28000	28000	0
29	SALES TAX	29000	29000	29000	0
30	PROPERTY TAX	30000	30000	30000	0
31	STATE	31000	31000	31000	0
32	FEDERAL	32000	32000	32000	0
33	UNEMPLOYMENT	33000	33000	33000	0
34	INCOME TAX	34000	34000	34000	0
35	SALES TAX	35000	35000	35000	0
36	PROPERTY TAX	36000	36000	36000	0
37	STATE	37000	37000	37000	0
38	FEDERAL	38000	38000	38000	0
39	UNEMPLOYMENT	39000	39000	39000	0
40	INCOME TAX	40000	40000	40000	0
41	SALES TAX	41000	41000	41000	0
42	PROPERTY TAX	42000	42000	42000	0
43	STATE	43000	43000	43000	0
44	FEDERAL	44000	44000	44000	0
45	UNEMPLOYMENT	45000	45000	45000	0
46	INCOME TAX	46000	46000	46000	0
47	SALES TAX	47000	47000	47000	0
48	PROPERTY TAX	48000	48000	48000	0
49	STATE	49000	49000	49000	0
50	FEDERAL	50000	50000	50000	0
51	UNEMPLOYMENT	51000	51000	51000	0
52	INCOME TAX	52000	52000	52000	0
53	SALES TAX	53000	53000	53000	0
54	PROPERTY TAX	54000	54000	54000	0
55	STATE	55000	55000	55000	0
56	FEDERAL	56000	56000	56000	0
57	UNEMPLOYMENT	57000	57000	57000	0
58	INCOME TAX	58000	58000	58000	0
59	SALES TAX	59000	59000	59000	0
60	PROPERTY TAX	60000	60000	60000	0
61	STATE	61000	61000	61000	0
62	FEDERAL	62000	62000	62000	0
63	UNEMPLOYMENT	63000	63000	63000	0
64	INCOME TAX	64000	64000	64000	0
65	SALES TAX	65000	65000	65000	0
66	PROPERTY TAX	66000	66000	66000	0
67	STATE	67000	67000	67000	0
68	FEDERAL	68000	68000	68000	0
69	UNEMPLOYMENT	69000	69000	69000	0
70	INCOME TAX	70000	70000	70000	0
71	SALES TAX	71000	71000	71000	0
72	PROPERTY TAX	72000	72000	72000	0
73	STATE	73000	73000	73000	0
74	FEDERAL	74000	74000	74000	0
75	UNEMPLOYMENT	75000	75000	75000	0
76	INCOME TAX	76000	76000	76000	0
77	SALES TAX	77000	77000	77000	0
78	PROPERTY TAX	78000	78000	78000	0
79	STATE	79000	79000	79000	0
80	FEDERAL	80000	80000	80000	0
81	UNEMPLOYMENT	81000	81000	81000	0
82	INCOME TAX	82000	82000	82000	0
83	SALES TAX	83000	83000	83000	0
84	PROPERTY TAX	84000	84000	84000	0
85	STATE	85000	85000	85000	0
86	FEDERAL	86000	86000	86000	0
87	UNEMPLOYMENT	87000	87000	87000	0
88	INCOME TAX	88000	88000	88000	0
89	SALES TAX	89000	89000	89000	0
90	PROPERTY TAX	90000	90000	90000	0
91	STATE	91000	91000	91000	0
92	FEDERAL	92000	92000	92000	0
93	UNEMPLOYMENT	93000	93000	93000	0
94	INCOME TAX	94000	94000	94000	0
95	SALES TAX	95000	95000	95000	0
96	PROPERTY TAX	96000	96000	96000	0
97	STATE	97000	97000	97000	0
98	FEDERAL	98000	98000	98000	0
99	UNEMPLOYMENT	99000	99000	99000	0
100	INCOME TAX	100000	100000	100000	0

Statement of Cash from Revenue and Expense
Fiscal Year 2017

Fund	Account	Original Budget	Revised Budget	Actual	Variance
201	GENERAL	10000	10000	10000	0
202	SALES TAX	11000	11000	11000	0
203	PROPERTY TAX	12000	12000	12000	0
204	STATE	13000	13000	13000	0
205	FEDERAL	14000	14000	14000	0
206	UNEMPLOYMENT	15000	15000	15000	0
207	INCOME TAX	16000	16000	16000	0
208	SALES TAX	17000	17000	17000	0
209	PROPERTY TAX	18000	18000	18000	0
210	STATE	19000	19000	19000	0
211	FEDERAL	20000	20000	20000	0
212	UNEMPLOYMENT	21000	21000	21000	0
213	INCOME TAX	22000	22000	22000	0
214	SALES TAX	23000	23000	23000	0
215	PROPERTY TAX	24000	24000	24000	0
216	STATE	25000	25000	25000	0
217	FEDERAL	26000	26000	26000	0
218	UNEMPLOYMENT	27000	27000	27000	0
219	INCOME TAX	28000	28000	28000	0
220	SALES TAX	29000	29000	29000	0
221	PROPERTY TAX	30000	30000	30000	0
222	STATE	31000	31000	31000	0
223	FEDERAL	32000	32000	32000	0
224	UNEMPLOYMENT	33000	33000	33000	0
225	INCOME TAX	34000	34000	34000	0
226	SALES TAX	35000	35000	35000	0
227	PROPERTY TAX	36000	36000	36000	0
228	STATE	37000	37000	37000	0
229	FEDERAL	38000	38000	38000	0
230	UNEMPLOYMENT	39000	39000	39000	0
231	INCOME TAX	40000	40000	40000	0
232	SALES TAX	41000	41000	41000	0
233	PROPERTY TAX	42000	42000	42000	0
234	STATE	43000	43000	43000	0
235	FEDERAL	44000	44000	44000	0
236	UNEMPLOYMENT	45000	45000	45000	0
237	INCOME TAX	46000	46000	46000	0
238	SALES TAX	47000	47000	47000	0
239	PROPERTY TAX	48000	48000	48000	0
240	STATE	49000	49000	49000	0
241	FEDERAL	50000	50000	50000	0
242	UNEMPLOYMENT	51000	51000	51000	0
243	INCOME TAX	52000	52000	52000	0
244	SALES TAX	53000	53000	53000	0
245	PROPERTY TAX	54000	54000	54000	0
246	STATE	55000	55000	55000	0
247	FEDERAL	56000	56000	56000	0
248	UNEMPLOYMENT	57000	57000	57000	0
249	INCOME TAX	58000	58000	58000	0
250	SALES TAX	59000	59000	59000	0
251	PROPERTY TAX	60000	60000	60000	0
252	STATE	61000	61000	61000	0
253	FEDERAL	62000	62000	62000	0
254	UNEMPLOYMENT	63000	63000	63000	0
255	INCOME TAX	64000	64000	64000	0
256	SALES TAX	65000	65000	65000	0
257	PROPERTY TAX	66000	66000	66000	0
258	STATE	67000	67000	67000	0
259	FEDERAL	68000	68000	68000	0
260	UNEMPLOYMENT	69000	69000	69000	0
261	INCOME TAX	70000	70000	70000	0
262	SALES TAX	71000	71000	71000	0
263	PROPERTY TAX	72000	72000	72000	0
264	STATE	73000	73000	73000	0
265	FEDERAL	74000	74000	74000	0
266	UNEMPLOYMENT	75000	75000	75000	0
267	INCOME TAX	76000	76000	76000	0
268	SALES TAX	77000	77000	77000	0
269	PROPERTY TAX	78000	78000	78000	0
270	STATE	79000	79000	79000	0
271	FEDERAL	80000	80000	80000	0
272	UNEMPLOYMENT	81000	81000	81000	0
273	INCOME TAX	82000	82000	82000	0
274	SALES TAX	83000	83000	83000	0
275	PROPERTY TAX	84000	84000	84000	0
276	STATE	85000	85000	85000	0
277	FEDERAL	86000	86000	86000	0
278	UNEMPLOYMENT	87000	87000	87000	0
279	INCOME TAX	88000	88000	88000	0
280	SALES TAX	89000	89000	89000	0
281	PROPERTY TAX	90000	90000	90000	0
282	STATE	91000	91000	91000	0
283	FEDERAL	92000	92000	92000	0
284	UNEMPLOYMENT	93000	93000	93000	0
285	INCOME TAX	94000	94000	94000	0
286	SALES TAX	95000	95000	95000	0
287	PROPERTY TAX	96000	96000	96000	0
288	STATE	97000	97000	97000	0
289	FEDERAL	98000	98000	98000	0
290	UNEMPLOYMENT	99000	99000	99000	0
291	INCOME TAX	100000	100000	100000	0

[Handwritten signature]

Statement of Cash from Revenue and Expense
From: 1/1/2017 to 9/30/2017

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7316	AGENCY/INCL/MONEY	\$23,738.99	\$36,695.05	\$18,732.65	\$26,701.39	\$0.00	\$25,701.39	
7320	AGENCY/AUTO REGISTRATION	\$5,817.88	\$192,741.95	\$149,431.07	\$0,158.77	\$0.00	\$9,168.77	
7321	AGENCY-CORP/ALV/PERMISSIVE TX	\$1,691.78	\$89,293.21	\$69,293.21	\$1,691.78	\$0.00	\$1,691.78	
7326	AGENCY/GENERAL TAX	\$1,836,191.05	\$49,165,914.83	\$49,783,239.42	\$1,238,797.51	\$0.00	\$1,238,797.51	
7328	AGENCY/ESTATE TAX	\$4,151.81	\$0.00	\$4,151.81	\$0.00	\$0.00	\$0.00	
7327	AGENCY/OKHO HOUSING TRUST FUND	\$51,822.35	\$127,215.19	\$127,644.60	\$51,492.65	\$85,162.40	(\$31,669.69)	
7328	AGENCY/PERS/PROPERTY	\$1,850.87	\$28,824.85	\$28,824.70	\$1,850.83	\$0.00	\$1,850.83	
7329	AGENCY/MOBILE HOME TAX	\$16,768.26	\$114,623.43	\$122,058.15	\$9,332.54	\$0.00	\$9,332.54	
7330	AGENCY/CIGARETTE TAX	\$72.31	\$1,192.13	\$4,193.60	\$70.81	\$0.00	\$70.81	
7331	AGENCY/LOCAL GOVT.	\$85,472.47	\$1,519,035.91	\$1,542,718.00	\$38,759.48	\$0.00	\$38,759.48	
7332	AGENCY/TWP/GAS/CEMENTS/GAL	\$0.00	\$918,743.84	\$918,743.84	\$0.00	\$0.00	\$0.00	
7333	AGENCY/L/GOVT/REY/ASST	\$16,550.35	\$0.00	\$0.00	\$16,550.35	\$0.00	\$16,550.35	
7334	AGENCY/LAW/LIBRARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7340	CLERK OF COURTS COLLECTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6000	AGENCY/PROJECT PASS GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6005	FED/CHAPTER FLOW THRU GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
PR00	AGENCY/PAYROLL CLEARING	(\$11,693.58)	(\$2,830.44)	\$4,691.28	(\$19,215.30)	\$0.00	(\$19,215.30)	
Grand Total:		\$23,077,165.26	\$87,220,580.26	\$84,575,499.56	\$25,722,245.06	\$6,380,913.69	\$19,341,332.27	

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

Barnett Brothers TTY: 725-6640

Subject: Final Wage Compliance Report - Approved - CDC

Mr. Dhume moved per the request of Lucie McMahon, CDC Associate Planner, to approve that the Final Wage Compliance reports for the PY16 CDBG London Sewer and Drainage, PY CDBG Mt. Sterling Clevenger Road Improvements, and the PY15 CDBG Mt. Sterling Park Improvements be signed by Commissioner Dhume.

London Sewer and Water

CDC OF OHIO, INC.

Community Development Center
17707-14 173-542

October 1, 2017

To: Madison County Board of Commissioners
ATTN: Stacy Winters
100 Main St
London, OH 43140

Re: Final Wage Compliance Form for PY 16 CDBG London Sewer and Drainage

Dear Sirs,

Enclosed is the Final Wage Compliance Report form for the above referenced project. Please have the form signed and returned to me as soon as possible.

Thank you very much for your assistance. If you have any questions, please call me at (614) 464-4301.

Sincerely,

Lucie McMahon
Associate Planner

BML

FINAL WAGE COMPLIANCE REPORT

PROGRAM NAME: Madison County PY 2016 CDBG

PROJECT NAME: London Sewer and Drainage

GRANT NUMBER: B-F-16-165-1

DURATION OF WORK: August 28, 2017 - September 18, 2017

1. While you or your representative were reviewing the Contractor's weekly payrolls, were any bonuses or cashouts paid less than the minimum wage rate plus fringe benefits as specified in the Secretary of Labor's Wage Decision that applied to this project?

NO YES

2. If YES, provide the following information:

a. Total Amount of Restitution owed (difference between what was first paid and what was required to be paid): N/A

b. Method of Restitution: N/A Paid by Contractor
N/A Paid with funds withheld from payment to Contractor

c.

Contractor	Employee(s) Name When Received Restitution	Amount of Restitution owed and paid to Employee(s)	Nature of Violation Leading to Restitution
Barkey Septice	N/A	N/A	N/A

Signed: David Dhume

Final Wage Compliance Officer: David Dhume, President

Date: _____

Signed: Lucie McMahon

Reviewer: Lucie McMahon, Associate Planner, CDC of Ohio, Inc.

Date: 10/3/2017

Mt. Sterling Clevenger Road

CDC OF OHIO, INC. MADISON COUNTY COMMISSIONERS
Community Development Consultants
10/10/17

October, 2017

To: Madison County Board of Commissioners
ATTN: Gay Wenzel
118 N. Main St.
London, OH 43140

Re: Final Wage Compliance Form for PV 15 CD020 Mt. Sterling Clevenger Road Improvements

Dear Sirs,

Enclosed is the Final Wage Compliance Report Form for the above referenced project. Please have the form signed and return it to me at your earliest convenience.

Thank you very much for your assistance. If you have any questions, please call me at (614) 415-4171.

Signature
Linda M. Melton
Assoc. Planner

FINAL WAGE COMPLIANCE REPORT

PROGRAM NAME: Madison County PV 2015 CD020

PROJECT NAME: Clevenger Road Street Improvements

CONTRACT NUMBER: 85-15-1051

DURATION OF WORK: July 10, 2017 - September 15, 2017

1. While you or your representative were reviewing the Contractor's weekly payrolls, were any laborers or mechanics paid less than the minimum wage rate plus fringe benefits as specified in the Secretary of Labor's Wage Decision that applied to this project?

NO YES

2. If YES, provide the following information:

a. Total Amount of Restitution owed (difference between what was first paid and what was required to be paid): N/A

b. Method of Restitution: N/A - Paid by Contractor
N/A - Paid with funds withheld from payment to Contractor

Contractor	Employee(s) Name Whom Restituted Restitution	Amount of Restitution owed and paid to Employee(s)	Nature of Violation Leading to Restitution
Stevens Parking Co. Inc.	N/A	N/A	N/A

Signed: David Dizon

Final Wage Compliance Officer: David Dizon, President

Date: 10-10-17

Signed: Linda Melton

Reviewer: Linda Melton, Associate Planner, CDC of Ohio, Inc.

Date: 10-11-2017

ENC.

Burnett Brothers T1702866LD

Mt. Sterling Park Improvement



HOUR WAGE COMPLIANCE REPORT

PROGRAM NAME: Madison County FY 2015 CDGG
PROJECT NAME: Mt. Sterling Park Improvements
GRANT NUMBER: B1-15-1854
DURATION OF WORK: April 20, 2017 - August 31, 2017

1. While you or your representative were reviewing the Contractor's weekly payrolls, were any laborers or mechanics paid less than the minimum wage rate plus fringe benefits as specified in the Secretary of Labor's Wage Decision that applied to this project?

NO YES

2. If YES, provide the following information:

a. Total Amount of Back Pay (owed) (difference between what was first paid and what was required to be paid): N/A

b. Method of Restitution: N/A Paid by Contractor
N/A Paid with funds withheld from payment to Contractor

Table with 4 columns: Contractor, Employee Name When Restored Restitution, Amount of Restitution owed and paid to Employee(s), Nature of Violation leading to Restitution. Rows include Dry Car Construction, Beverage Plaza Builders LLC, and Unlimited Concrete Solution LLC.

To: Madison County Board of Commissioners
ATTN: Kay Worman
110 Main St
Lebanon, OH 45039

Re: Final Wage Compliance Form for FY 2015 CDGG, Mt. Sterling Park Improvements

Dear Kay,

Enclosed is the Final Wage Compliance Report form for the above referenced project. Please locate form signed and dated at base of your email message.

Thank you very much for your assistance. If you have any questions, please call me at (614) 655-0111.

Respectfully,
David D. Hunter
David D. Hunter
Associate Partner

Signed: David D. Hunter

Final Wage Compliance Officer: David D. Hunter, President

Date: 10-10-17

Signed: Luke M. Mahan

Reviewer: Luke M. Mahan, Associate Partner, CDC of Ohio, Inc.

Date:

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

Subject: Agreement – Approved – Commissioners

Mr. Dhume moved to approve the purchase and sale agreement between Madison County Commissioners and MCV Acquisitions LLC., to sell ~1 acre of land located at 308 Lafayette Street, London, Ohio, in the amount of \$200,000.00.

MADISON COUNTY
COMMISSIONERS
23 OCT 10 10:33

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into between The Madison County Ohio Board of County Commissioners, a governmental entity formed under the laws of the State of Ohio ("Seller"), and MCV Acquisitions LLC, an Ohio limited liability company ("Purchaser"). The date of this Agreement ("Effective Date") shall be the last date of execution by either of the parties.

ARTICLE 1- PROPERTY

A. Seller agrees to sell and Purchaser agrees to buy the parcel of real property comprised of approximately 1 acre of land located at 308 Lafayette Street, London, Ohio, known as parcel number 31-01783.007 as outlined on Exhibit A attached hereto, together with all of the improvements, appurtenances, rights, privileges, licenses, and easements belonging thereto ("Property"). A legal description of the Property is attached hereto as Exhibit B.

B. The Property shall include access to and from the Property to and from Lafayette Street (U.S. 42). Purchaser and Seller shall negotiate, in good faith, the terms of a restrictions and easement agreement (the "REA") during the first thirty (30) days of the Initial Study Period, as defined herein, which REA shall provide for the access described herein, reasonable allocations of maintenance costs and responsibilities for such shared access easements, as well as reasonable restrictions upon Purchaser's development and use of the Property. In the event the REA is not finalized prior to the expiration of the first thirty (30) days of the Initial Study Period, upon Purchaser's written consent, which shall not be unreasonably withheld, conditioned or delayed, the time to obtain a mutually agreeable REA shall be extended for two (2) additional fifteen (15) day periods. Purchaser and Seller acknowledge that consent of Tractor Supply Company ("TSC") is required for the REA to be recorded and for Closing to occur under this Agreement. The parties will reasonably cooperate to obtain such consent within thirty (30) days of finalizing the REA. The parties agree that, the restrictions from Seller's lease with TSC, as shown on Exhibit C, attached hereto, shall be referenced in the REA and shall apply to the Property, run with the land, and be binding upon Purchaser, its successors, and assigns, for so long as Seller's lease with TSC is in effect. Notwithstanding anything to the contrary contained herein, the parties agree that Seller's obligation to sell the Property and Purchaser's obligation to buy the Property are contingent upon Seller obtaining TSC's consent for the transfer contemplated herein. In the event Seller is unable to obtain such consent on or before thirty (30) days from finalizing the REA, Seller and Purchaser shall have each have the option to terminate this Contract upon written notice to the other at any time prior to receipt of consent from TSC to the REA. The final agreed upon REA shall be recorded at Closing.

ARTICLE 2- PURCHASE PRICE AND EARNEST MONEY

A. The total purchase price for the Property ("Purchase Price") shall be Two Hundred Thousand Dollars (\$200,000.00) payable in cash on the closing date ("Closing Date"). On or before the Closing Date, Purchaser shall deposit the Purchase Price in escrow with Cashed Title Insurance Company ("Escrow Agent" and "Title Company"), Attention: Jennifer Alvarez, 141 E. Town Street, Suite 200, Columbus, Ohio 43215.

B. Upon execution of this Agreement by Seller, Purchaser shall deposit Two Thousand Five Hundred Dollars (\$2,500.00) into an escrow account with the Escrow Agent as

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earnest money ("Earnest Money"), to be credited against the Purchase Price at Closing. The Earnest Money shall be deposited into a federally insured interest bearing account, with all interest accruing to Purchaser unless otherwise provided herein.

ARTICLE 3- PURCHASER'S INSPECTIONS/INDEMNIFICATION/SELLER'S DELIVERIES

A. Seller shall allow access to all areas of the Property to enable Purchaser and its agents to enter the Property and to conduct inspections, tests, borings, or surveys. In the event that this transaction does not close, then the Purchaser shall repair any damage to the Property caused by the Purchaser's investigation, tests and/or studies. The Purchaser hereby indemnifies and holds the Seller harmless from and against any and all claims, loss, cost, damage, liability and expense (including reasonable attorney fees and expenses) caused by or arising out of the Purchaser's entry onto the Property or the performance of such investigations, tests or studies. Notwithstanding anything to the contrary contained herein, the foregoing indemnification provision shall survive the termination of this Agreement.

B. Within five (5) business days of the Effective Date, Seller shall deliver to Purchaser the following documents that are within Seller's possession or control ("Seller's Deliveries"):

1. Seller's current title policy;
2. Any environmental or geotechnical reports, wetlands study, tree studies and/or surveys, wetlands documentation, flood plain, drainage, road improvement, utility construction or other documents pertaining to the condition of the Property;
3. Any existing survey of the Property; and
4. Any existing agreement of covenants, conditions, easements or restrictions affecting the Property.

In the event it is determined during the Study Period that Seller has not timely furnished any of the above Seller's Deliveries, Purchaser's sole remedy shall be to extend the Study Period by the number of days such delivery was delayed.

ARTICLE 4- TITLE TO PREMISES

A. Seller shall convey insurable (with all standard exceptions deleted provided Purchaser obtains an acceptable Survey as defined herein) and marketable title to the Property to Purchaser by Limited Warranty Deed ("Deed") warranting title to be free and clear of all liens and encumbrances except matters of public record ("Permitted Exceptions").

B. Within thirty (30) days after the Effective Date, Purchaser shall obtain a commitment ("Commitment") issued by Escrow Agent for an ALTA Owner's Title Insurance Policy Form 2008 ("Title Policy") in an amount equal to the Purchase Price showing title to the Property in Seller and naming Purchaser as the proposed insured. The Commitment shall be accompanied by copies of all documents listed as exceptions to title or otherwise affecting title to the Seller's Parcel. Purchaser may obtain, at Purchaser's sole cost, an ALTA survey

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(Seller) prior to the expiration of the Initial Study Period, with notice to the holder of the Property and of easements, rights of way and other matters contained in the Schedule B exceptions to the Commission's plat are capable of being shown on the Survey, the Survey and all documents affecting easements in this area hereinafter referred to as the "Related Documents").

C. Purchaser shall have thirty (30) days after receipt of the Commission's and related documents to review the Survey. If Purchaser notifies Seller that it does not agree to any of the exceptions within said thirty (30) day period, Seller shall have fifteen (15) days in which to resolve such objections and shall undertake to do so in good faith, but shall not be required to do so except for the discharge of Closing of this as defined below. If Seller does not satisfactorily resolve such objections, then Purchaser, at its option, may either (i) terminate this Agreement within ten (10) days from receipt of Seller's notice that such objection has not been resolved, in which event the Earnest Money and all interest thereon shall be paid to Purchaser, Seller shall pay escrow and the charges incurred to date, and the Survey shall be returned to Seller, or (ii) waive the objection and accept this at Closing with such objection, without any reduction in the Purchase Price and such objections from being deemed additional Permitted Exceptions. Purchaser's review shall be limited to ensuring that the exceptions will not materially and adversely affect Purchaser's intended use of the Property and will not be objectionable to Purchaser's lender or lender. Notwithstanding any other provision in this Agreement to the contrary, Purchaser shall not be required to give Seller notice to cure or remove any easements, security interests, mortgages, personal property taxes, mechanics or other liens capable of being paid by a third party (other than Seller), as Purchaser shall be deemed to have objected to such liens and Seller shall be unconditionally obligated, at its expense, to cause such liens to be released of record or taken for Closing.

D. If there are oil or gas leases affecting the Property ("Oil/Gas Leases"), and Purchaser objects to them, Seller agrees to do as follows, which shall be subject to Seller's best efforts to effect: (i) cause the Oil/Gas Leases to be released of record to Seller as they pertain to the Property, or (ii) cause the Oil/Gas Leases to be modified or amended such that the only portion of the Property to be conveyed is the portion of the Property that is not subject to the Oil/Gas Leases. In the event such best efforts on the part of Seller are not successful within ninety (90) days after receipt of Purchaser's notice objecting to them, then, unless Purchaser waives any objections to the status of the Oil/Gas Leases or to payment otherwise agreed, Purchaser may terminate this Agreement and (i) all Earnest Money and Extension Payments, if any, shall be returned to Purchaser, (ii) Purchaser shall pay all Escrow costs incurred to date, and (iii) neither party shall have any other obligation with respect to this Agreement.

E. If there are billboard leases affecting the Property ("Billboard Leases"), and Purchaser objects to them, Seller agrees to do as follows, which shall be subject to Seller's best efforts to cause the Billboard Leases to be released of record to Seller as they pertain to the Property. In the event such best efforts on the part of Seller are not successful within ninety (90) days after notice of such Billboard Leases is given to Seller by Purchaser, then, unless Purchaser waives any objections to the status of the Billboard Leases or the parties otherwise agree, Purchaser may terminate this Agreement and (i) all Earnest Money and Extension Payments, if any, shall be returned to Purchaser, (ii) Purchaser shall pay all Escrow costs incurred to date, and (iii) neither party shall have any other obligation with respect to this Agreement.

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F. From and after the date of execution of this Agreement by Seller, Seller shall not:

1. Permit any third party to adversely affect Seller's title to the Property and will not permit any new or additional exceptions to title to be created, without the prior written consent of Purchaser, which consent shall not unreasonably be withheld, conditioned, or delayed, except those that will be removed at or prior to the Closing Date; or
2. Enter into any contracts or agreements pertaining to the Property that are not cancelable upon thirty (30) days notice, without the prior written consent of Purchaser, which consent shall not unreasonably be withheld, conditioned, or delayed.

ARTICLE 5 - CLOSING DATE/STUDY PERIOD/CONDITIONS

A. The closing date ("Closing" or "Closing Date") shall be thirty (30) days after expiration of Purchaser's Study Period as defined herein and issuance of building permits. Seller shall deliver the Property to Purchaser at Closing free and clear of all tenancies.

B. Purchaser shall have a ninety (90) day study period ("Study Period") beginning on the Effective Date, during which Purchaser may investigate and evaluate the potential of the Property for a retail development including but not limited to zoning, municipal approvals, environmental issues, geotechnical issues, engineering studies, access issues, and site approval by Purchaser's proposed primary tenant. Purchaser shall diligently and in good faith pursue such investigation and evaluation during the Study Period. Purchaser shall provide Seller with copies of all studies that it obtains from third-party providers during the Study Period. If during the Study Period Purchaser determines that, for any reason, the Property is not suitable for Purchaser's purpose, Purchaser may in its sole discretion, terminate this transaction and (i) thereupon this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder, except for those rights and obligations that, by their terms, expressly survive any such termination, (ii) the Earnest Money, and all accrued interest thereon, shall be refunded in full to Purchaser, and (iii) Purchaser shall pay all escrow and title charges incurred to date. In the event Purchaser does not elect to terminate this transaction at the end of the Study Period, Purchaser shall be deemed to have waived its right to terminate based on environmental issues, geotechnical issues and engineering studies, and approval by Purchaser's tenant. Upon receipt of site approval from Purchaser's primary tenant, Purchaser shall have the right to post a development sign on the Property.

C. Purchaser shall have the right to extend the Study Period for three (3) additional ninety (90) day periods. Purchaser shall exercise its right to extend the Study Period by:

1. Notifying Seller in writing prior to the expiration of the current Study Period of its election to extend; and
2. Depositing with the Escrow Agent a non-refundable payment of Five Thousand Dollars (\$5,000.00) ("Extension Payment") for each extension period, which shall be credited against the Purchase Price at Closing.

In the event Purchaser elects to terminate during any extension of the Study Period the Escrow Agent shall pay to Seller all Extension Payments. The Earnest Money and all

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ARTICLE 9 - CLOSING

Purchaser and Seller warrant and represent each to the other that neither has dealt with any real estate broker or other in connection with this transaction except Zehrk Realty, LLC ("Zehrk"), on behalf of Purchaser, who shall be paid sales commission by Purchaser at Closing pursuant to a separate agreement between Purchaser and Zehrk, and, except for the commission paid by Purchaser to Zehrk, Seller is hereby authorized that D. Zehrk is an Ohio real estate agent licensed with Zehrk and may have an interest in the purchase of this transaction. Purchaser and Seller agree to indemnify and hold each other harmless against all claims for brokerage commissions or fees a broker has made by a person or firm other than disclosed herein, including (i) to have been undertaken by the indemnifying party, or (ii) to be the primary cause of this transaction, in any state or jurisdiction of the indemnifying party. This indemnification shall survive the Closing of this transaction or the termination of this Agreement.

ARTICLE 10 - REMEDIES

A. If Seller breaches any of its covenants, agreements, representations, or warranties, then provided such breach has not been cured within fifty (50) days after written notice thereof, Purchaser may, as is sole remedy:

1. Decline this Agreement terminated, in which event Seller shall pay all the cost and charges incurred, the Earnest Money and all Extension Payments shall be retained in Purchaser and hereafter the parties shall be released of all further liability hereunder;
2. Estimate specific performance of Seller's obligations, including monetary damages in an amount not to exceed Purchaser's actual out-of-pocket expenses incurred by Purchaser in connection with its acquisition of the Property pursuant to this Agreement, exclusive of Purchaser's Earnest Money and Extension Payments that shall be retained by Purchaser;
3. If specific performance is not available, seek monetary damages, in an amount not to exceed Purchaser's actual out-of-pocket expenses incurred by Purchaser in connection with its acquisition of the Property pursuant to this Agreement, exclusive of Purchaser's Earnest Money and Extension Payments that shall be retained by Purchaser.

The Purchaser specifically waives any other legal or equitable remedy.

B. In the event Purchaser declines its obligations and provided such default has not been cured within fifty (50) days after written notice thereof, from this Agreement shall terminate and Purchaser shall pay all the cost and charges incurred, the Earnest Money and all Extension Payments, if any, shall be paid to Seller as full and final liquidated damages. The Seller specifically waives any other legal or equitable remedy and all other rights and obligations of the parties hereunder shall be extinguished by the termination.

ARTICLE 11 - MISCELLANEOUS

A. This instrument constitutes the entire agreement between the parties hereto with

respect to the transaction herein contemplated and shall not be modified unless in writing and signed by all parties hereto.

B. Any notice required hereunder shall be deemed duly given upon receipt or refusal if delivered personally, sent by national overnight courier, mailed by registered or certified United States Mail, return receipt requested, postage prepaid or sent by facsimile transmission or electronic transmission (with confirmed transmission receipt) and addressed or transmitted as follows:

To Seller:	To Purchaser:
The Madison County Ohio Board of County Commissioners 111 Main Street London, Ohio 43140 Attn: Rob Slone Email: rslone@co.madison.oh.us	MCV Acquisitions LLC 650 Tallman Drive Galloway, Ohio 43119 Attn: Mark Zehrk Email: mzezhk@zehrkrealty.com

with copy to: with copy to:

Kepler, Brown, Hill & Pifer Co., L.P.A. 65 E State Street, Suite 1800 Columbus, Ohio 43215 Attn: Michael L. Schottenstein Email: mschottenstein@keplerbrown.com	CARY J. ZABELL CO., L.P.A. 25201 Chagrin Blvd., Suite 130 Beachwood, Ohio 44122 Attn: Cary J. Zabel, Esq. Email: czabel@csjoglobal.net
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C. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Upon written notice to Seller, Purchaser may assign its rights and obligations hereunder to any third party which is a parent or subsidiary of Purchaser, or is otherwise under substantially common ownership or control with Purchaser, without Seller's consent, provided that Purchaser shall remain fully liable for all of its obligations hereunder.

D. Each term, covenant, and condition contained herein shall remain in full force and effect until the same has been fully performed.

E. Seller and Purchaser agree to cooperate in furtherance of this transaction and to execute any and all documents reasonably required to consummate this transaction. In the event of a dispute between the parties, the prevailing party shall be entitled to reimbursement for its costs, including reasonable attorney fees incurred as a result of such dispute. Seller hereby authorizes Purchaser to apply for any necessary governmental approval(s) required for Purchaser's intended use of the Property as a commercial retail development, including zoning, provided any rezoning shall only be effective after Closing.

F. This Agreement shall be construed in accordance with the laws of the State of Ohio. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect for any reason, that such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement.

WITNESSED AND SIGNED:

WITNESSED AND SIGNED:

G. Risk of loss to any improvements located on the Property or in the Property shall remain with the Seller until transfer of possession to the Purchaser which shall be on the Closing Date. In the event of an insured loss prior to Closing, Purchaser shall have the option of (i) accepting the Property in its damaged condition as the result of such insured loss and receive the Seller's insurance proceeds together with Seller's increase deduction at Closing, or (ii) terminating this Agreement in which event the Earnest Money and all accrued interest, including Escrow Payments, if any, shall be returned to Purchaser.

H. In the event that any portion of the Property including any fractional portion that does not affect the value of the Property as reasonably determined by the Purchaser or Purchaser's lender is either taken by eminent domain proceedings or, any federal threat is issued by any applicable governmental authority, Purchaser shall have the right, at its election, to either (i) terminate this Agreement without liability on its part, or (ii) proceed with the acquisition of the Property and receive from Seller an assignment of all eminent domain proceeds. Purchaser shall exercise this election with thirty (30) days after receipt of evidence that the Property is under the threat of any eminent domain proceedings.

I. In the completion of any period of time provided for in this Agreement or by law, the day of the act or event on which any period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be observed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

J. This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties. Each fully or partly executed counterpart shall be deemed an original, but all such counterparts when taken together shall constitute but one and the same instrument. Further, the parties agree that this Agreement may be executed and delivered by transmission electronic signature and transmission.

K. Seller reserves the right to include this transaction as part of an REIT's 1031 tax deferred exchange for the benefit of Seller, at no cost, expense or liability to Purchaser. Purchaser further agrees to execute any and all consent documents subject to the reasonable approval of Purchaser's counsel as are reasonably necessary in connection therewith, provided that the cost of escrow for the conveyance of Seller's property shall not be increased upon or as a result of the completion of such exchange. Seller agrees to indemnify and hold Purchaser harmless from any cost, expense or liability, including attorney's fees, resulting from Purchaser's involvement with such an exchange.

L. Notwithstanding any provision in this Agreement to the contrary, no member of Purchaser shall, under any circumstances, have any personal liability or obligation to Seller or any third party under or pursuant to the terms and conditions of this Agreement and Seller hereby expressly releases any right to assert any claim for liability against such parties.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:
THE MADISON COUNTY OHIO BOARD
OF COUNTY COMMISSIONERS

By: Mark D. Zelnik

Name: _____

Title: _____

Date: _____

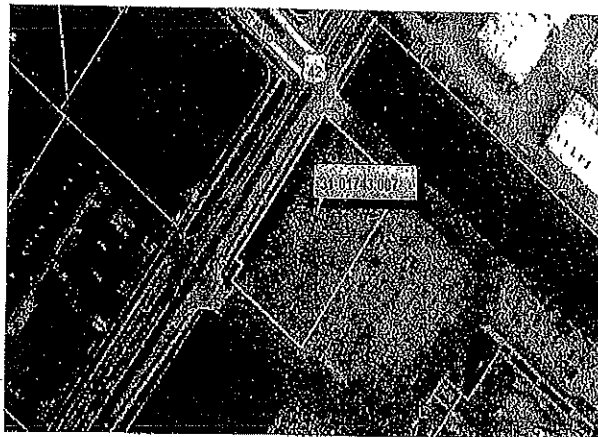
PURCHASER:
MCV ACQUISITIONS LLC

By: Mark D. Zelnik
Mark D. Zelnik, Managing Member

Date: 10/5/17

Barnet Brothers 1170256LD

EXHIBIT A
OUTLINE OF THE PROPERTY



1071110000024839-2755-2888.v6

EXHIBIT

LEGAL DESCRIPTION

12-22-19

McCARTY ASSOCIATES, LLC
AGENCY - DEVELOPER - SURVEYOR

12-22-19

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Barrett Brecheen T1702596LD

Record No. 2017000100

EXHIBIT C

not to the true price of beginning of this lease document
correct estimate, containing a list of items which will
remain.

Subject to all legal easements and rights-of-way of record,
hereby are leased upon the 661 1/2 Acre 211 1/2 AC D.P.

1222-14

between Richard Joseph Henry Howard, 700 1/2 and Richard
Howard (hereinafter jointly known as "HHS") and defined here
as "lessor" (hereinafter "HHS"), and the public
use of the land hereinbefore stated.

That on or about the 10th day of October, 2017, the parties
of the above named parties, HHS, and the public
use of the land hereinbefore stated, in the
office of Barry Leachman, III, Notary Public, Ohio.

All lessors (and any other parties) who are
parties to this lease shall be bound by the terms

Richard J. Howard
Richard J. Howard, R.S. 113



The Property is subject to the following restrictions, as set forth in that certain lease
agreement between Seller and Tractor Supply Company dated November 29, 2014:

14. **EXCLUSIVE USE COVENANT** and/or covenants and agree not to sell, lease, rent,
occupy or allow to be occupied, or otherwise transfer or convey all or any portion of the
Restricted Property, or such terms defined below, for the purpose of selling or offering for sale
those items which are part of a farm/farmhouse/soil conservation/leasehold including: (a) tractor and
equipment repair and maintenance supplies; (b) farm fencing; (c) feedstock; (d) feedstock
feeding systems; (e) animal feed and health/nutrition products for pigs or livestock
(including but not limited to dog, cat, bird, horse, cattle, goat, pig, fowl, rabbit, equine and
feedstock); (f) winter wear and boots; (g) outdoor work wear (shirts to and specialty
including Carhart products) and boots; (h) horse and rider tack and equipment; (i) bird feed,
housing and related products; (j) lawn and garden equipment (including but not limited to,
power mowers, trimmers, garden carts, snow blowers, chippers and shredders, weed
barms, and bag rollers); (k) hardware; (l) power tools; (m) welders and welding supplies; (n)
open and closed trailers; (o) 3-point equipment; and (p) truck and trailer accessories
(including rack tool boxes, and trailer hitches and connectors) (the "Restricted Products").
Nothing contained in this lease shall prevent any tenant on the Restricted Property from selling
Restricted Products as an incidental part of its other and principal business so long as the total
number of square feet devoted by such tenant to the display for sale of Restricted Products
does not exceed five percent (5%) of the total number of square feet of space used for
merchandise display by such tenant (including one-half (1/2) of the also space adjacent to
any display area). Further, this covenant shall not apply to any business operated by tenant,
or any office of tenant. "Restricted Products" shall mean any property within ten (10) miles
of the Defined Premises that is owned, controlled or developed by landlord for any entity in
which landlord, or an equity holder of landlord, holds an equity or managerial interest for
commercial purposes. Notwithstanding the foregoing, any other lease existing in the
Restricted Property as of the Effective Date and identified on EXHIBIT "D" shall not be subject to
this Exclusive Use Covenant provided, however, if such existing lease has the right, as subject to
landlord's consent, to change its use or to merge or split, then landlord shall withhold its
consent if such lease seeks to change its use to, or assign or sublet to a licensee for, a use
which would otherwise be prohibited by this Exclusive Use Covenant.

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

Subject: Road Vacation – Approved – View and Hearing Jefferson Township

Mr. Dhume moved to approve the view and hearing dates for the Jefferson Township Road vacation:

View: November 20, 2017 at 11:00 a.m.

Hearing: December 26, 2017 at 11:00 a.m.

Road Vacation

Notice is hereby given that the Madison County Commissioners are considering vacating a portion of a road for the following:

A portion of undeveloped West Road in Jefferson Township beginning at the corner of North and West Roads adjacent to 5880 North Road heading to the north and 6005 South Road at the corner of South and West Roads heading to the south.

The view for this vacation is set for Monday November 20, 2017 at 11:00 a.m. The location to meet for this view is 5955 North Road, Jefferson Township, Madison County Ohio, and the hearing will be Monday December 26, 2017 at 11:00 a.m. in the Commissioners' Office, Courthouse, 1 North Main Street, London, Ohio 43140. All interested parties are hereby notified of their right to attend.

Barrett Boehers T1702596.D

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

Madison County, Ohio: Online Auditor -



Notes

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

Madison County, Ohio: Online Auditor -



Notes

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

Serial 87088810

Subject: Domby Ditch#209 Continuation of First Hearing

The first hearing for the Domby Ditch#209 took place on Tuesday October 10, 2017 at 11:00 a.m.

Those Present

MADISON COUNTY COMMISSIONERS
Domby Ditch#209 Continuation of First Hearing
October 10, 2017 - 11:00 a.m.

1. James Hunter
2. Ann Murray
3. Carris Morrow, Metro Parks
4. Bryan Dhume
5. Scott Jones
6. Jim Harshbarger
7. Paul Stephenson
8. Bob Slane
9. David Hunter
10. Domby Ditch
11. Mark Hunter
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

Subject: Domby Ditch#209 Continuation of Second Hearing - Approved - Engineer

Mr. Dhume moved per the request of Bryan Dhume, Engineer, to continue the second hearing for the Domby Ditch#209 on January 16, 2018 at 11:00 a.m.

NOTICE OF TIME OF SECOND HEARING TO THE OWNERS OF LAND NAMED IN THE PETITION
Revised Code Book 8131.07

<p>In the Matter of Domby Ditch No 209</p> <p>Partitioned for by Larry Hunter and others</p>	}	<p>Office of the Board of County Commissioners Madison County, Ohio</p> <p>February 6, 2017</p>
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You are hereby notified that on the 10th day of October, 2017, the County Engineer requested to continue the Second Hearing in this office, to: Evaluate the condition of the entire tile for an estimated cost for the necessary work.

All it's claimed that the improvement will affect property owned by you, and you are an owner named in the petition and of legal record on the date of its filing, you are hereby notified that the Board of County Commissioners of said County have fixed the 16th day of January, 2018 at 11:00 a.m. at the Madison County Commissioners' Office, Courthouse, London, Ohio, as the time and place for the continuation of the First Hearing.

Katie Wesamans
Clerk of the Board of County Commissioners
Madison County, Ohio

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 9:27 a.m. to discuss legal issues for 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. Hunter moved to exit out of executive session at 9:41 a.m. No action was taken.

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

Subject: Meeting Request – Approved – Administrator

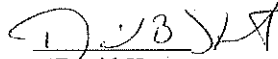
Mr. Hunter moved to approve the required meeting request in compliance of ORC Section 325:20 for the following:

Rob Slane to "County Loss Control Coordinators Association of Ohio." October 20, 2017 in Ashland County. No cost.

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


Mark Forrest


David Dhume


David Hunter

ATTEST: Katie Wiseman