

Commissioners Journal # 87 Page 45

October 16, 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 except for Allstate Exteriors.

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

Subject: Rename Accounts – Approved – Juvenile

Mr. Dhume moved per the request of Chris Brown, Juvenile Judge, to approve the renaming and deletion of the accounts below: in addition to the requested FY8 DYS budget request below 10/16/17 K.W.

- Rename Account: Probation Monitoring to GPS Monitoring (7080-T800-5-0006).
- Rename Account: Youth Intervention Groups to Risky Business (7080-T800-5-0009).
- Rename Account: Work Detail to Community Service (7080-T800-5-0241).
- Rename Account: Recreation to GED Educational Services (7080-T800-5-0042).

IN THE COURT OF COMMON PLEAS, MADISON COUNTY, OHIO  
 PROBATE DIVISION, JUVENILE COURT  
 1 North Main Street  
 Leitch, OH 43040  
 740-453-9168  
 CHRISTOPHER J. BROWN, JUDGE

To: Madison County Commissioners  
 From: Judge Christopher J. Brown  
 Date: October 11, 2017  
 Re: FY 2018 DYS Policy & Odelegatory Grant (7080)

In order to maintain all the items in good standing, please approve the following first time case charges and budgeted amounts for the FY 18 DYS grant which begins July 1, 2017 and ends on June 30, 2018:

1. Rename 7080-T800-5006 from Probation Monitoring to GPS Monitoring
2. Rename 7080-T800-5009 to Risky Business
3. Rename 7080-T800-5041 from Work Detail to Community Service
4. Delete the item 7080-T800-5042 from Recreation to GED Educational Services

| Line Item Number       | Program Description                        | Budgeted Amount |
|------------------------|--|-----------------|
| 7080-T800-5000         | Program Administration                     | 11,725.00       |
| 7080-T800-5003         | Personnel Salary & Expenses                | 59,000.00       |
| 7080-T800-5006         | GPS Monitoring                             | 1,500.00        |
| 7080-T800-5007         | Parole                                     | 2,400.00        |
| 7080-T800-5008         | Mental Health Counseling                   | 18,720.00       |
| 7080-T800-5009         | Youth Intervention Group - Risky Business  | 2,025.00        |
| 7080-T800-5010         | Probation Off-Risk                         | 9,500.00        |
| 7080-T800-5012         | Probation Off-Territory & Program Expenses | 2,700.00        |
| 7080-T800-5014         | FEES                                       | 2,300.00        |
| 7080-T800-5016         | Medicare                                   | 685.00          |
| 7080-T800-5017         | Substance Abuse - A.O.D. Groups            | 125.00          |
| 7080-T800-5018         | Medical Compensation                       | 29,200.00       |
| 7080-T800-5019         | Dental Coverage                            | 2,400.00        |
| 7080-T800-5020         | Vision Coverage                            | 1,000.00        |
| 7080-T800-5021         | Life Insurance                             | 1,000.00        |
| 7080-T800-5022         | Medical Coverage                           | 43,220.00       |
| 7080-T800-5023         | Clinical Assessment                        | 17,000.00       |
| 7080-T800-5024         | Alternative Schools                        | 1,022,200.00    |
| 7080-T800-5025         | Community Service                          | 0.00            |
| 7080-T800-5026         | GED Educational Services                   | 11,000.00       |
| 7080-T800-5027         | Transportation                             | 11,000.00       |
| Total Program Expenses |  | 1,034,040.00    |

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Type

11,725.00  
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Date: 10/11/2017  
Time: 1:41:18 PM

www.hoffsoft.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: Budget Revision – Approved – Title Office/Clerk of Courts

Mr. Dhume moved per the request of Renae Zabloudil, Clerk of Courts, to approve the budget revisions for the following:

Decrease: Cert of Title Other (2048-E200-5-0046) in the amount of \$140.00.  
Increase: Cert of Title Admin. Dental (2048-E200-5-0101) in the amount of \$140.00.

Decrease: Cert of Title Admin. Supplies (2048-E200-5-0030) in the amount of \$10.00.  
Increase: Cert of Title Admin. Dental (2048-E200-5-0101) in the amount of \$10.00.

Decrease: Cert of Title Admin. Supplies (2048-E200-5-0030) in the amount of \$10.00.  
Increase: Cert of Title Admin. Vision (2048-E200-0102) in the amount of \$10.00.

Decrease: Clerk of Courts Health Insurance (1000-A02E-5-0100) in the amount of \$10.00.  
Increase: Clerk of Courts Vision (1000-A02E-5-0102) in the amount of \$10.00.

RENAE E. ZABLOUDIL  
MADISON COUNTY CLERK OF COURTS

1 North Main Street  
P. O. Box 557  
London, Ohio 43140  
740-852-9776  
Fax 740-845-1778

MADISON COUNTY  
COMMISSIONERS  
OCT 11 AM 11:41

October 11, 2017

Madison County Commissioners

Re: Appropriation/Budget Revision

Dear Sirs:

I submit the following revisions to my 2017 Budget:

- I request that \$140.00 be moved from Budget Line 2048-E200-50046 to 2048-E200-50101 to cover the Dental Insurance for the balance of the year.
- I request that \$10.00 be moved from Budget Line 2048-E200-50030 to 2048-E200-50101 to cover the Dental Insurance for the balance of the year.
- I request that \$10.00 be moved from Budget Line 2048-E200-50030 to 2048-E200-50102 to cover the Vision Insurance for the balance of the year.
- I request that \$10.00 be moved from Budget Line 1000-A02E-50100 to 1000-A02E-50102 to cover Vision Insurance for the balance of the year.

Please contact me with any questions and/or concerns.

Sincerely,

  
Renae E. Zabloudil

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

Barrett Boehners T1702596LD

Subject: Budget Revision – Approved – Job & Family Services

Mr. Dhume moved per the request of Sherry Baldwin, Job & Family Services Fiscal Officer, to approve the budget revisions for the following:

Decrease: Council Contract Services (7040-T890-5-0140) in the amount of \$14,284.00.  
Increase: Dept. Family Children Revenue (7048-0000-0300) in the amount of \$14,284.00.

Decrease: Council Contract Services (7040-T890-5-0140) in the amount of \$5,128.00.  
Increase: Family Services Revenue (7049-0000-0300) in the amount of \$5,128.00.

Decrease: Council HMG Part C Contract Services (7044-T890-5-0140) in the amount of \$30,352.34.  
Increase: Dept. HMG Part C Revenue (7053-0000-0100) in the amount of \$30,352.34.

Decrease: Council Central Coord Contract Services (7045-T890-5-0140) in the amount of \$12,898.25.  
Increase: HMG HV/CC Revenue (7051-0000-0200) in the amount of \$12,898.25.

Decrease: Dept. FCSS Contract Services (7055-T894-5-0140) in the amount of \$5,530.00.  
Increase: Family Services Revenue (7049-0000-0100) in the amount of \$5,530.00.

MADISON COUNTY  
COMMISSIONERS  
OCT 16 10 PM 3:00

Department: Madison County Dept Family and Children  
Date: 10/16/17  
RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
to approve the following transfer (s):

|       |                       |      |                   |                |              |                |
|-------|-----------------------|------|-------------------|----------------|--------------|----------------|
| From: | Council               | 7040 | Contract Services | 7040-T890-0140 | Account Name | Account Number |
| To:   | Dept. Family Children | 7048 | Revenue Account   | 7048-0000-0300 | Account Name | Account Number |
|       |                       |      | Amount:           | \$             | 14,284.00    |                |
| From: | Council               | 7040 | Contract Services | 7040-T890-0140 | Account Name | Account Number |
| To:   | Family Services       | 7049 | Revenue Account   | 7049-0000-0300 | Account Name | Account Number |
|       |                       |      | Amount:           | \$             | 5,128.00     |                |
| From: | Council HMG Part C    | 7044 | Contract Services | 7044-T890-0140 | Account Name | Account Number |
| To:   | Dept. HMG Part C      | 7053 | Revenue Account   | 7053-0000-0100 | Account Name | Account Number |
|       |                       |      | Amount:           | \$             | 30,352.34    |                |
| From: | Council Central Coord | 7045 | Contract Services | 7045-T890-0140 | Account Name | Account Number |
| To:   | HMG HV/CC             | 7051 | Revenue Account   | 7051-0000-0200 | Account Name | Account Number |
|       |                       |      | Amount:           | \$             | 12,898.25    |                |

Reason for Request:  
Transfer funding to accounts which allow for operations for provision of direct services.

Roll call vote resulted as follows:  
 cc: Auditor \_\_\_\_\_  
 Originator \_\_\_\_\_  
 Date: 10/16/17

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders).  
 Date: 10/16/17

Revised 10/16/17

MADISON COUNTY  
COMMISSIONERS  
OCT 16 10 PM 3:00

Department: Madison County Dept Family and Children  
Date: 10/16/17  
RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
to approve the following transfer (s):

|       |                 |      |                   |                |              |                |
|-------|-----------------|------|-------------------|----------------|--------------|----------------|
| From: | Dept. FCSS      | 7055 | Contract Services | 7055-T894-0140 | Account Name | Account Number |
| To:   | Family Services | 7049 | Revenue Account   | 7049-0000-0100 | Account Name | Account Number |
|       |                 |      | Amount:           | \$             | 6,530.00     |                |
| From: |                 |      | Contract Services |                | Account Name | Account Number |
| To:   |                 |      | Revenue Account   |                | Account Name | Account Number |
|       |                 |      | Amount:           | \$             |              |                |
| From: |                 |      | Contract Services |                | Account Name | Account Number |
| To:   |                 |      | Revenue Account   |                | Account Name | Account Number |
|       |                 |      | Amount:           | \$             |              |                |
| From: |                 |      | Contract Services |                | Account Name | Account Number |
| To:   |                 |      | Revenue Account   |                | Account Name | Account Number |
|       |                 |      | Amount:           | \$             |              |                |

Reason for Request:  
Transfer funding to accounts which allow for expenditures for provision of direct services.

Roll call vote resulted as follows:  
 cc: Auditor \_\_\_\_\_  
 Originator \_\_\_\_\_  
 Date: 10/16/17

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders).  
 Date: 10/16/17

Revised 10/16/17

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



Subject: Decrease PO – Approved – Commissioners Other

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

Decrease: Commissioners Other (1000-A01A-5-0046) PO#1056 in the amount of \$2,500.00.

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

Subject: Budget Revision – Approved – Inmate Housing

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

Decrease: Property Insurance (1000-A15A-5-0501) in the amount of \$9,880.00.

Increase: Inmate Housing (1000-A04B-5-0153) in the amount of \$9,880.00.

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

Subject: Budget Revision – Approved – Inmate Housing

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

Decrease: Life Care Alliance (1000-A15A-5-0514) in the amount of \$750.00.

Increase: Inmate Housing (1000-A04B-5-0153) in the amount of \$750.00.

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

Subject: Decrease PO – Approved – Tri County Jail

Mr. Dhume moved to decrease the PO funding for the following:

Decrease: Tri County Jail (1000-A04B-5-0151) PO#1069 in the amount of \$13,550.00.

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

Subject: Budget Revision – Approved – Inmate Housing

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

Decrease: Tri County Jail (1000-A04B-5-0151) in the amount of \$13,550.00.

Increase: Inmate Housing (1000-A04B-5-0153) in the amount of \$13,550.00.

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 – Inmate Housing

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

Appropriate: Inmate Housing (1000-A04B-5-0153) in the amount of \$52,095.00.

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

Subject: Increase PO Funding – Approved – Inmate Housing

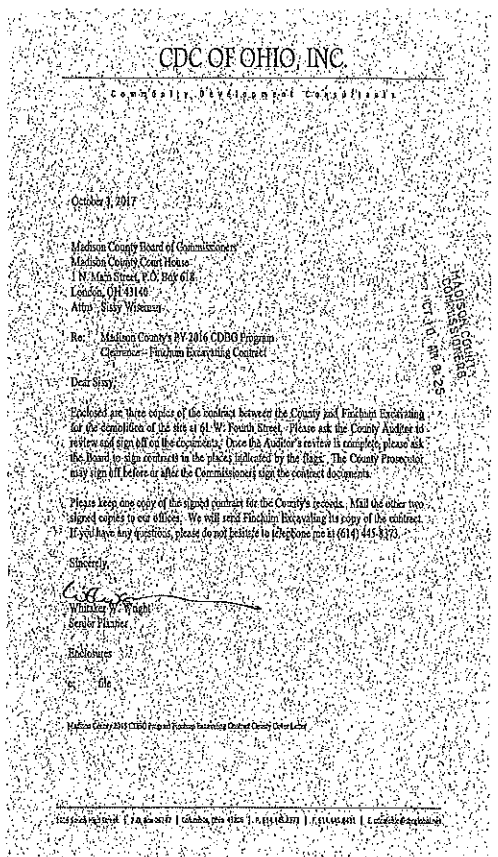
Mr. Dhume moved to increase the PO funding for the following:

Increase: Inmate Housing (1000-A04B-5-0153) PO#1121 in the amount of \$76,490.00.

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

Subject: Contract – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Madison County and Finchum Excavating for the demolition of the site at 61 Fourth Street in London, Ohio.



Madison County CDBG Program

Madison County CDBG Program  
Contract Signature Cover Sheet

Per OCD and the CRC, order of signatures:

- County Auditor
- County Commissioners
- County Prosecutor

Barrett Brothers T1702596.LD

CONTRACT

THIS AGREEMENT made this 14<sup>th</sup> day of October, 2017, by and between Mark Finkbeiner, LLC, 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 equipment, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project, namely, Clearance and required supplemental work for the PY 2016 61 Fourth Street Demolition Project all in strict accordance with the Contract Documents including all addenda thereto, as all as prepared by Madison County, asking 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 specified in the Bill for the respective items of work completed for the sum not to exceed Thirty Six Thousand Eight Hundred Twenty Six (\$36,826.00) 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. Addenda

c. All documents of the Quote Packet entitled: Bid Packet for Madison County PY 2016 61 Fourth Street Demolition Project, dated August 2017 and including:

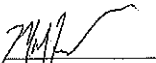
- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon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

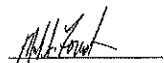
This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

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

CONTRACTOR:

OWNER:  
MADISON COUNTY BOARD OF COMMISSIONERS

  
Signature

  
Signature

Mark Finkbeiner, Finkbeiner LLC  
Typed/printed name

Mark A. Forrest  
Typed/printed name

Owner  
Title

President  
Title

<sup>1</sup> Owner has used applicable a corporation organized and existing under the laws of OHIO a jurisdiction consisting of \_\_\_\_\_ in the United States of America.

<sup>2</sup> Supply principal items of Contract such as Gravel, Paving, Wood Piles, Sewer, etc.

Certification:

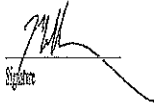
I, Mark Finkbeiner, certify that I am the owner of the corporation named as Contractor herein; that Mark Finkbeiner who signed this Agreement on behalf of the Contractor, is the owner of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing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

\_\_\_\_\_  
Corporate

\_\_\_\_\_  
SEAL

Or

I, Mark Finkbeiner, certify that the sole owner of Mark Finkbeiner Excavating, LLC located at 5014 Columbus Cincinnati Road, South Charleston, Ohio and that Mark Finkbeiner is the Contractor named herein; that I sign this Agreement on behalf of my company, Mark Finkbeiner Excavating, LLC.

  
Signature

Date

State of Ohio  
County of \_\_\_\_\_

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public

PERFORMANCE AND PAYMENT BOND (FOR BONDS)

Following the terms 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 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.

NOTICE OF AWARD

The Mark Finkbeiner Excavating, LLC  
5014 Columbus Cincinnati Road  
South Charleston, Ohio 45363

PROJECT Description: Madison County - 61 Fourth Street Demolition Project

The OWNER has considered the PROPOSAL submitted by you on August 28, 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:

Thirty Six Thousand Eight Hundred Twenty Six (\$36,826.00) Dollars


You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates 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, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 131.34 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

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

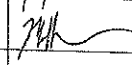
Dated this 6<sup>th</sup> day of September, 2017.

Madison County Board of Commissioners  
Chair

By:   
Title: President

ACCEPTANCE OF NOTICE

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

|                |   |
|----------------|---|
| Company:       | <u>Mark Finkbeiner Excavating, LLC</u>  |
| Date:          | <u>9/16/2017</u>  |
| Signature:     |  |
| Printed Title: | <u>Mark Finkbeiner Owner</u>  |

c. CONTRACTORS Surety  
Surety's Agent



Burnet Boehum 11/02/2016.D

BID FOR UNIT PRICE CONTRACTS

To the Madison County Board of Commissioners  
Date 10/11/17

Proposed by Mark Fisher  
Bidder's corporation, organized and existing under the laws of the State of Ohio,  
a partnership or an individual doing business as Mark Fisher Consulting  
LLC.

To the Madison County Board of Commissioners (hereinafter called "Owner")

Conditions:

The Bidder, in compliance with your invitation for bids for the Madison County 2016  
Ohio Des Moines Project being covered by the specifications with related documents and the  
site of the proposed work, and being familiar with all of the conditions surrounding the  
description activities including the availability of materials and labor, hereby proposes to furnish  
all labor, materials, and supplies, and to complete the project in accordance with the contract  
documents, within the time set forth therein, and at the prices stated below. These prices are to  
cover all expenses incurred in performing the work specified under the contract documents, of  
which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be  
specified in written Notice to Proceed of the Owner and to fully complete the project within 60  
consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to  
pay all liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as  
hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following information:

[Signature]

Based on experience, partnership or individual as applicable.  
Based on case of law.

Bidder agrees to perform all the work described in the specifications for the unit prices  
listed in the Bid Schedule.

The attached unit prices shall include all labor, materials, hauling, shoring, removal,  
overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive  
any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60  
calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the  
formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the  
General Conditions. The bid security attached in the sum of Twenty Thousand Dollars (\$20,000.00)  
and Twenty Five Percent (25%) is to become the property of the Owner in the event the  
contract and bond are not executed within the time above set forth, as liquidated damages for the  
delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By [Signature]  
(Signature)

Mark Fisher  
(Printed Name)

Owner  
(Title)

(SEAL - if bid is by a  
corporation)

8411 Lakeside Court Rd  
(Business Address and Zip Code) 43041 Ohio OH 43018

(937) 495-3795  
(Telephone Number and Fax Number)

20-3568731  
(Federal ID #)

Fishing 290 Village Cir  
(E-mail address)

MADISON COUNTY 2016 CBGC DEMOLITION PROJECT  
DEMOLITION UNIT PRICE PROPOSAL - PAGE 1

Bidder must clearly mark any section not included in the bid.

|                                  |  |
|----------------------------------|--|
| SECTION A: GENERAL DEMOLITION    |  |
| ENT ADDRESS                      |  |
| 61 S. French Street, Leona, Ohio |  |
| TOTAL BID AMOUNT "CONTRACT A"    | \$ 22,826. <sup>00</sup>                         |
| BID AMOUNT IN WORDS              | Twenty Two Thousand Eight Hundred and Twenty Six |

|                                  |                          |
|----------------------------------|--------------------------|
| SECTION B: ABSENTEE AGREEMENT    |                          |
| ENT ADDRESS                      |                          |
| 61 S. French Street, Leona, Ohio |                          |
| TOTAL BID AMOUNT "CONTRACT B"    | \$ 11,000. <sup>00</sup> |
| BID AMOUNT IN WORDS              | Eleven Thousand          |

E-3

MADISON COUNTY 2016 CBGC DEMOLITION PROJECT  
DEMOLITION UNIT PRICE PROPOSAL - PAGE 2

DATE: 9/26/2017

TOTAL BID AMOUNT: \$ 36,826.<sup>00</sup>  
Thirty Six Thousand Eight Hundred and Twenty Six <sup>00</sup>/<sub>100</sub>  
Bid Amount in Words

Bidder's Name: Mark Fincher  
(Printed or Typed)

(SEAL - if bid is by a corporation)

Signature: [Signature]

Company Name: Mark Fincher Excavating LLC

Company Address: 8910 Columbus Corridor Rd  
South Clermont Ohio 45048

Company Phone Number: (937) 645-3795

Tax ID Number: 26-3568733

E-4

Barrett Brothers T1702596LD

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. OUR POLICY ONLY DESCRIBES THE SCOPE OF THE COVERAGE PROVIDED. THIS CERTIFICATE DOES NOT REPRESENT A CONTRACT. FOR FULL TERMS AND COVERAGES, INCLUDING EXCLUSIONS, REFER TO THE POLICY OR CONTACT YOUR INSURANCE AGENT.

INSURED: Mark Fincham Excavating LLC, 8410 Columbus Rd, S Charleston, OH 45388

AGENT: [Blurred]

| CLASSIFICATION | DESCRIPTION | RATE | RISK | CLASSIFICATION | RATE | RISK |
|----------------|-------------|------|------|----------------|------|------|
|                |             |      |      |                |      |      |
|                |             |      |      |                |      |      |

INSURANCE COVERAGE:

- Automobile Liability Coverage: [Blurred]
- Commercial General Liability Coverage: [Blurred]
- Product and Completed Operations Liability Coverage: [Blurred]

INSURER: [Blurred]

DATE OF ISSUE: [Blurred]

### Ohio Bureau of Workers' Compensation

33 W. Spring St.  
Columbus, OH 43215


**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bws.ohio.gov](http://www.bws.ohio.gov), or call 1-800-844-6122.

This certificate must be conspicuously posted.


Policy number and employer  
**1384860-0**

Period specified below  
**07/01/2017 through 06/30/2018**



MARK FINCHAM EXCAVATING LLC  
8410 COLUMBUS CINCINNATI RD  
S CHARLESTON, OH 45388-9408

[www.bws.ohio.gov](http://www.bws.ohio.gov)  
Issued by:

  
Administrator/CEO


You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



You must post this language with the Certificate of Ohio Workers' Compensation

DP-29 (RNC-1628) (Rev. April 11, 2016)

RD GUARANTEE AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mich Fibertex Erecting, LLC, 400 N. Main St., Slick, Ohio 45158, are Principal of Western Surety Company, 100 S. State St., Cincinnati, Ohio 45202, in Surety, we hereby bind and firmly bind said Western Surety Company as Surety, under the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on 10/11/17 to construct the project known as Madison County 24102017 Member's Trip

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, including any addition or deduction proposed made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \$1,000,000.00 (One Million Dollars). If this sum is less than the penal sum, it shall be the full amount of the Principal's bid, including interest. Alternatively, if completed, this amount shall not be less than the full amount of the bid, including interest in full and mark. A penalty is contemplated.

For the purpose of the penal sum and to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid to the above named project:

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, and in the event the Principal pays to the Obligee the difference set in award to a person of the penal sum between the amount specified in the bid and the larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work ordered by the bid, or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, and in award to a person of the penal sum between the amount specified in the bid or the next, in connection with the re-bidding, of preparing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal fails to enter into the execution of the contract, unless such a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which shall be a part of this bond for use at through set forth hereby and

When issued full name or legal title of Contractor and address  
When issued full name or legal title of Surety  
When issued full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialmen or laborers having a just claim, as well as for the Obligee having then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 28th day of August, 2017.

Mich Fibertex Erecting, LLC  
Principal

By: [Signature]  
Title: Owner  
Western Surety Company

Surety  
By: [Signature]  
Attorney-in-Fact  
Robert J. Southery

Surety Company Address:  
Western Surety Company  
P.O. Box 5977  
Steves Park, South Dakota 57117-5977

Surety Agent's Name and Address:  
Musch & Melzer Agency LLC  
P.O. Box 37  
Duffice, Ohio 45111

Burren Brothers 77702966LD

Office of Risk Assessment  
50 West Town Street  
West Park - Suite 300  
Columbus, Ohio 43215  
614.644.2566  
614.644.2565  
www.surety.com

Ohio Department of Insurance  
John R. Mink - Governor  
May Taylor - Lt. Governor  
Certificate of Compliance



Issued 09/15/17  
Effective 09/22/17  
Expires 09/22/18

I, May Taylor, hereby certify that I am the Lt. Governor of the State of Ohio and have supervised the issuance of this Certificate of Compliance to the Western Surety Company.

**WESTERN SURETY COMPANY**

of South Dakota is duly organized under the laws of the State of Ohio and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

- Section 3703.01 (A)
- Waiver
- Other Liability
- Surety

WESTERN SURETY COMPANY is certified in the annual statement to the Department as of December 31, 2016 that it has received assets in the amount of \$1,528,111,959, liabilities in the amount of \$845,392,079, and surplus of at least \$1,482,046,959.

BE WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date:

May Taylor

May Taylor, Lt. Governor



NOTICE TO THE PUBLIC

As certified by the National Association of Insurance Commissioners (NAIC)

**Western Surety Company**

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know all Men by These Presents, that WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it has by virtue of the signature and seal hereunto affixed hereby authorized and appointed

Katherine J. Starberry, Jennifer J. Sales, Nicholas J. Bertin, Amanda L. Morris, Brenda G. Taylor, David Eversleigh, Nicole A. Lohar, Michelle A. Dennitt, Lisa Dammann-Kolgh, Debra Brunnett, Jennifer Eddy, Individually

of Doyon, SD, to be and he/she/they/it/they shall have and lawfully exercise in any and all states for and in the State of South Dakota, and all other jurisdictions in which it may be required, all powers and authority herein set forth.

**- In The Unincorporated Areas -**

and to bind the same in any and all such instances as if such instrument were signed by a duly authorized officer of the corporation and all the assets of the same, present in the various jurisdictions, as hereby defined and provided.

This Power of Attorney is made and is valid pursuant to and by authority of the bylaws printed on the reverse hereof, duly adopted and in effect by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed on this 16th day of February, 2017.

WESTERN SURETY COMPANY  
  
Paul L. Beck, Vice President

State of South Dakota }  
City of Doyon }

On this 16th day of February, 2017, before me personally appeared Paul L. Beck, known to me to be the Vice President of WESTERN SURETY COMPANY, that he is and he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the contents of said instrument and the facts stated therein and that he is lawfully authorized and empowered to execute and deliver the same and to bind the assets of the corporation in and to all such instances as if such instrument were signed by a duly authorized officer of the corporation and all the assets of the same, present in the various jurisdictions, as hereby defined and provided.

My commission expires

June 23, 2017



J. Mohr, Notary Public

**CERTIFICATE**

I, J. Mohr, Notary Public of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney heretofore set forth is all in force and effect and that the bylaws of the corporation printed on the reverse hereof are all in force and effect and that I have hereunto subscribed my name and seal of the seal of the said corporation this 16th day of February, 2017.

WESTERN SURETY COMPANY  
  
J. Nelson, Notary Public

Form 1000-1018

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DelinQUENCY OF PERSONAL PROPERTY TAXES

O.R.C. 311.03

STATE OF OHIO: Madison County

SS. 2017-08-16

TO: Madison County Board of Commissioners

The undersigned, being first duly sworn, having been awarded a contract by you for Mark Franks hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we are not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is deposited in said contract as a covenant of the undersigned.

[Signature]  
Contractor Signature

Sworn to before me and recorded in my presence this 26 day of AUGUST, 2017.

[Signature]  
Notary Public



NONCOLLUSION AFFIDAVIT

State of Ohio

County of Madison Ohio

BID Identification: Madison County PY 2016 CDBG Demolition Project

CONTRACTOR Mark Franks, being first duly sworn, deposes and says that he is Sgt. Chris (sole owner, a partner, president, secretary, etc.) of Mark Franks Security LLC, the party making the foregoing BID, that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding, that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

[Signature]

Subscribed and sworn to before me this 26 day of AUGUST, 2017.

Seal of Notary

[Signature]

Barrett Brines T170596LD

LIST ALL SUBCONTRACTORS BELOW  
(If using subcontractors)

| Contractor                     | Address                                    |
|--------------------------------|--|
| Hox<br>Environmental Solutions | 995A S. Fin Rd<br>Columbus, Ohio 43204     |
|                                | at<br>Bryan Walker<br>(614) 425-9914       |
| HH Environmental               | 2499 E. County Rd 50<br>Tiffin, Ohio 44883 |

HIDDER REFERENCES

| Community                               | Address & Telephone No.  | Contact Name                       |
|---|--|------------------------------------|
| Sims Construction                       | 1840 State Route 51 SW<br>London, Ohio 43140<br>(740) 852-7127 | Scott Sorens                       |
| City of Hillborn<br>City Public Project | 130 N. High Street<br>Hillborn, Ohio 45127<br>740.310-2128     | Mindy<br>Blake<br>Project Mgr. Sub |
| Seals Construction                      | 10483 Pusy Road<br>Coal Winchester, Ohio 43110<br>614.821-7200 | Mark<br>Manalle                    |

COBID Regulations require all subcontractors to be checked against the Federal Debarred Contractor list.

CONTRACTOR

Section 3 Plan Format

Mark Fisher agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within Coshocton County.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunity Industrialization Center (OIC), Urban League, Concentrated Employment Program, HomeTown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, wherever feasible, when let in Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontracted opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

\*Leads, grants, contracts and subsidies less than \$10,000 will be exempt.

I. To appoint or name as executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list on Table A, information related to proposed subcontracts.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of Mark Fisher Enterprises, Inc.  
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

[Signature]  
Signature

Dunn 9/  
Title Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title Date



Burnett Brothers 11702596LD

TABLE 3  
ESTIMATED PROJECT WORKFORCE BREAKDOWN

| CLASSIFICATION                | COUNT                         | COUNT                         | COUNT                         | COUNT                         | COUNT                         |
|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| PERCENTAGE OF TOTAL WORKFORCE | PERCENTAGE OF TOTAL WORKFORCE | PERCENTAGE OF TOTAL WORKFORCE | PERCENTAGE OF TOTAL WORKFORCE | PERCENTAGE OF TOTAL WORKFORCE | PERCENTAGE OF TOTAL WORKFORCE |
| OFFICE SUPERVISORS            |                               |                               |                               |                               |                               |
| PROFESSIONALS                 |                               |                               |                               |                               |                               |
| TECHNICIANS                   |                               |                               |                               |                               |                               |
| BAILOUT                       |                               |                               |                               |                               |                               |
| MANAGEMENT                    |                               |                               |                               |                               |                               |
| OFFICE CLERICAL               |                               |                               |                               |                               |                               |
| SERVICE WORKERS               |                               |                               |                               |                               |                               |
| OTHERS                        |                               |                               |                               |                               |                               |
| TRADE                         |                               |                               |                               |                               |                               |
| APPRENTICES                   |                               |                               |                               |                               |                               |
| MAINTENANCE                   |                               |                               |                               |                               |                               |
| OTHERS                        |                               |                               |                               |                               |                               |
| TRADE                         |                               |                               |                               |                               |                               |
| APPRENTICES                   |                               |                               |                               |                               |                               |
| MAINTENANCE                   |                               |                               |                               |                               |                               |
| OTHERS                        |                               |                               |                               |                               |                               |
| TRADE                         |                               |                               |                               |                               |                               |
| APPRENTICES                   |                               |                               |                               |                               |                               |
| MAINTENANCE                   |                               |                               |                               |                               |                               |
| OTHERS                        |                               |                               |                               |                               |                               |
| TOTAL                         |                               |                               |                               |                               |                               |

Never become project as a result of (J.P.A.S.) or similar meeting with (Madison County) whose family have been at least 50% of the total income in the USA.  
*Mark Finkley*  
COMPANY

OHIO DEVELOPMENT SERVICES AGENCY  
OFFICE OF COMMUNITY DEVELOPMENT  
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: *Mark Finkley, Example LLC* PROJECT NUMBER: *NA*

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (50 P.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code)  
*Mark Finkley*  
*8910 Columbus University Rd*  
*South Charleston, Ohio 45388*

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
 Yes     No
- 2. Compliance reports were required to be filed in accordance with each contract or subcontract.  
 Yes     No
- 3. Bidder has filed all compliance reports due under applicable instructions, including 52.103.  
 Yes     No
- 4. Have you ever been or are you being considered for sanctions due to violation of Executive Order 11246, as amended?  
 Yes     No

NAME AND TITLE OF SIGNER (If more than one)  
*Mark Finkley ; Owner*

SIGNATURE: *[Signature]* DATE: \_\_\_\_\_  
Noted due form HFD-1

CERTIFICATION OF BIDDER  
REGARDING SECTION 3 AND SEGREGATED FACILITIES

Mark Fisher  
Name of Price Contractor

Madison County PY 2016 CB&I Classification Project  
Project Name

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000);
- (c) No segregated facilities will be maintained.

Mark Fisher Owner  
Name and Title of Bidder (Print or Type)

[Signature]  
Signature Date

CERTIFICATE OF OWNER'S ATTORNEY

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

I have examined the attached cost(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements 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 thereon, 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.

Stephen Poma

Date: 10/12/17

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

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

[Signature]

SEAL:

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

Barnet Brubaker 11702596LD

Subject: Agreement Amended – Approved – Local Agricultural Easement Purchase Program (LAEPP)

Mr. Dhume moved per the request of Julia Cumming, Soil & Water Administrator, to approve the LAEPP 2017 Cooperative agreement amendment 1.

**Ohio** | Department of Agriculture  
Governor John R. Kasich • Lt. Governor Mary Taylor  
Director David T. Daniels

MADISON COUNTY  
COMMISSIONERS

OCT 16 11:09 AM '17

Office of Farmland Preservation  
8996 East Main Street, Reynoldsburg, OH 43068  
Phone: 614-728-6210 • Fax: 614-762-2282  
Ohio.gov • farmlandpres@agil.ohio.gov

October 6, 2017

OCT 11 2017

Julia Cumming  
Madison County SWCD  
831 US Highway 42 NE  
London, OH 43140-8512

RE: LAEPP 2017 Cooperative Agreement – Amendment 1

Dear Ms. Cumming:

Enclosed is *Amendment 1* to our Local Agricultural Easement Purchase Program (LAEPP) 2017 *Cooperative Agreement*.

The primary purpose of the amendment is to:

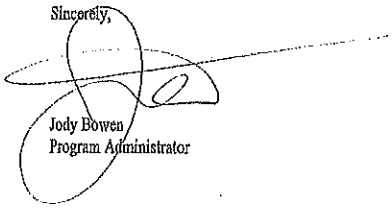
- Update the expiration date of the contract
- Update to available funds
- Complete Exhibit B – Property/Funds

Please sign the attached document and return the complete 63 page original to our office within 45 days of the receipt of this letter.

Contact us if you have any questions.

Thank you.

Sincerely,



Jody Bowen  
Program Administrator

Enc: LAEPP 2017 Cooperative Agreement – Amendment 1



Serving Farmers and Protecting Consumers Since 1846

AMENDMENT TO AGREEMENT  
FOR  
NRI LOCAL AGRICULTURAL BASEMENT PURCHASE PROGRAM (LABP)  
COOPERATIVE AGREEMENT  
BETWEEN  
THE OHIO DEPARTMENT OF AGRICULTURE  
AND  
MADISON COUNTY COMMISSIONERS

AMENDMENT I

This is an Amendment to an existing Agreement, by and between the State of Ohio, acting by and through the OHIO DEPARTMENT OF AGRICULTURE (ODA), located at 1895 East Main Street, Reynoldsburg, Ohio 43068 and the MADISON COUNTY COMMISSIONERS, 1 North Main Street, P.O. Box 614, London, OH 43130 (hereinafter "Local Sponsor"), who hereby agree as follows:

Rechts

1. The original Cooperative Agreement was executed on April 20, 2011 (hereinafter "Agreement") granting funds to the Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program (LABP) 2011.
2. Subsequent to the original Cooperative Agreement, a new timeline occurred. Therefore, Amendment I is necessary. Amendment I refines the distribution of funds to specific subsection and increases obligated funds.
3. Prior to Amendment I, total funds obligated equaled \$515,500. An additional \$100,000 became available to this local sponsor resulting in a new total of \$615,500. The available funds shall be dispersed as outlined in "Exhibit B - Property Funds."

Paraphrased to Article III of the Agreement which is attached hereto and incorporated herein as "Exhibit A," the parties agree in writing to amend this Agreement as follows:

II. SCOPE OF WORK

Delete paragraph 2.4, insert the following:

"The closing ("Closing") for the agricultural easements in connection with each Property Fund occur on a date and date mutually agreed to by the parties, but in no event later than June 31, 2019. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA."

III. TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

"The services as stated in "Exhibit A - Scope of Work," shall be commenced by the Local Sponsor on July 1, 2017 and shall cease on June 30, 2019. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Section 3.1(b) below."

Delete paragraph 3.1(a), insert the following:

"This Agreement shall remain in effect until the work described in "Exhibit A - Scope of Work," is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2019. It may be renewed as provided for herein."

Delete paragraph 3.1(b), insert the following:

"As the current General Assembly cannot commit a future General Assembly to expenditures, this Agreement shall expire no later than June 30, 2019. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein."

IV. ODA'S OBLIGATION TO FUND

Delete paragraph 4.1, and insert the following:

"Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of \$645,709.80 (Six Hundred Forty-Five Thousand Seven Hundred Nine and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to "Exhibit B - Property Funds."

Exhibit A - Scope of Work

Delete paragraph 2, insert the following:

"The parties shall mutually agree to a closing date, but in no event later than June 30, 2019 unless otherwise agreed in writing by ODA."

Barrett Brothers T170298LD

Table B - Property/Leads

Delete the template and insert the following text(s) attached:

- Mace (171 ac) - Farm ID #10335
- Nolson (24 ac) - Farm ID #10338
- Estes Family Farms - Farm ID #10336
- Phillips Tract (172 ac) - Farm ID #10335

Entire Agreement

This Amendment 1 and the existing Agreement, attached hereto and incorporated herein as "Table A," constitutes the entire Agreement between the Local Sponsor and ODA, and there are no other Agreements between them, either oral or written, which relate to the work to be performed under this Agreement.

EXAMPLE  
PROPERTY/TITLUS

(1)

Farm ID: 10335

Owner: Mace (171 ac)

Main Contact Information: Mary Mace  
2490 Locust Grove Road  
Wilmington, OH 43164

Property Location: 4915 State Route 333  
Sears Station, OH 43133

County: Madison

Township: Siles

Parcel Number - Acres: 21-50338-030 - 172.350 ac

Total 172.350 ac

ODA Contribution Not to Exceed: \$244,206.00

**EXHIBIT B**  
**PROPERTY VALUES**  
(continued)

(9)

Parcel ID: 10938

Owner: Eason (84 ac)

Main Contact Information: Charles T. Nelson  
1820 Presche School Road  
Leeds, OH 43140

Property Location: 1801 Charleston (Chickadee) Road  
Leeds, OH 43140

County: Madison

Township: Sides

Parcel Number - Acres: 27-00100100 - 66.820 ac  
27-00129100 - 9.159 ac  
27-00128104 - 65.663 ac  
27-00157109 - 116.683 ac  
27-00183109 - 65.838 ac

---

Total 314.551 ac

ODA Contribution Not to Exceed: \$10,899.00

**EXHIBIT B**  
**PROPERTY VALUES**  
(continued)

(9)

Parcel ID: 10906

Owner: Eades Family Farm

Main Contact Information: Philip Eades  
3470 Old Xenia Road  
Leeds, OH 43140

Property Location: 3470 Old Xenia Road  
Leeds, OH 43140

County: Madison

Township: Peida

Parcel Number - Acres: 14-00100100 - 49.470 ac  
14-00131101 - 15.310 ac  
14-00101100 - 24.660 ac

---

Total 89.440 ac

ODA Contribution Not to Exceed: \$33,395.60

Barnett Brothers T:\706996.D

**EXHIBIT B**  
**PROPERTY/LOADS**  
*(continued)*

(4)

Farm ID: 1025  
 Owner: Philippi  
 Main Contact Information: Jason Philippi  
 311 Gregg Road  
 West Jefferson, OH 43160  
 Property Location: 0 Gregg Road  
 West Jefferson, OH 43160  
 County: Madison  
 Township: Jefferson & Fairfield  
 Parcel Number - Acres:  
 07-0908.000 - 133.600 ac  
 08-0559.000 - 722.500 ac  
 23-0039.000 - 13.503 ac  
 66-0041.000 - 0.691 ac  
 Total 372.894 ac  
 OBA Contribution Not Entered \$112,456.00

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

IN WITNESS WHEREOF, to show their agreement hereto, the parties have hereunto set their hands and affixed their signatures.

FOR THE LOCAL SPONSOR:

By: Mark A. Forrest Date: 10/16/2017



MARK A. FORREST  
*print name*

COOPER SPURLOCK  
*print name*

Madison County Commissioners  
1 North Main Street  
PO Box 618  
Leesden, Ohio 43140

FOR THE STATE OF OHIO,  
OHIO DEPARTMENT OF AGRICULTURE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David T. Daniels  
Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Timothy G. Schimmer  
Senior Staff Counsel

This instrument was prepared by:  
Ohio Department of Agriculture  
8995 East Main Street  
Reynoldsburg, Ohio 43068-3342

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

Subject: Notice to Proceed – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the notice to proceed for the Madison County 2016 demolition project.

Sissy Wiseman

From: Whitaker Wright [mailto:whitakerw@cdcconsult.com]  
 Sent: Wednesday, October 11, 2017 8:44 PM  
 To: Sissy Wiseman  
 Cc: Joe Mosier, David Hughes, Mark Farnest  
 Subject: 61 Fourth Street Demolition  
 Attachments: madison 2016 DEMO NOTICE TO PROCEED NOTICE OF COMMENCEMENT usigned.docx

Sissy,

Attached is the Notice to Proceed for the project. Please print out three copies.

Ask the Board to approve and sign off on the notice on Monday, October 16th. Commissioner Farnest will need to sign the first and third page of each copy and the third page will need to be notated.

Send the signed copies back to me. I will send Mark Farnest his copies.

Whitaker

Whitaker W. Wright, Senior Project  
 CDC of Ohio, Inc.  
 Community Development Consultants of Ohio  
 12334 Spang Road #100, Columbus, OH 43240  
 P: 614.461.8100 | F: 614.461.8101 | E: whitaker@cdcconsult.com

MADISON COUNTY  
COMMISSIONERS

OCT 12 AM 7:33

NOTICE TO PROCEED

|   |                        |
|---|------------------------|
| To: Mark Farnest Encouraging, LLC<br>810 Columbus-Cincinnati Road<br>South Charleston, Ohio 43088 | Date: October 16, 2017 |
|---|------------------------|

PROJECT Description: Madison County – 61 Fourth Street Demolition Project

You are hereby notified to commence WORK in accordance with the Agreement dated October 16, 2017, on or after the date of this "Notice," and you are to complete the WORK within sixty days (60 days) thereafter. The date of completion of all WORK is therefore December 16, 2017.

Madison County Board of Commissioners  
Chair

By: *[Signature]*

Name: Mark A. Farnest

Title: President, Madison Co. Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

|            |                               |
|------------|-------------------------------|
| From:      | Mark Farnest Encouraging, LLC |
| Signature: |                               |
| Name:      |                               |
| Title:     |                               |



Barrett Brothers T: 702596LD

NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT SECTION 131.123 OHIO REVISED CODE

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

- 1. The public improvement is identified as:  
 Name: Madison County - 61 Fourth Street Demolition Project  
 Location: City of London  
 Project Number: NA

- 2. The public authority's name and address:  
Madison County Commissioners  
116 Main Street  
London, Ohio 43140

- 3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor.

| Principal Contractor  | Trade                 |
|---|-----------------------|
| Mark Fadden Excavating, LLC<br>4410 Columbus-Cleveland Road<br>South Charleston, Ohio 43088 | Demolition Contractor |

- 4. The name and address of the sureties for all principal contractors involved with the public improvement:

| Surety   | Principal Contractor  |
|--|---|
| Western Surety Company<br>P.O. Box 5077<br>Sioux Falls, South Dakota 57177 | Mark Fadden Excavating, LLC<br>4410 Columbus-Cleveland Road<br>South Charleston, Ohio 43088 |

- 5. The name and address of the public authority's representative for the purpose of being served an affidavit pursuant to Section 131.126 of the Revised Code.

Madison County Commissioners  
116 Main Street  
London, Ohio 43140

Public Authority  
 By: Mark A. Forrest  
 Name: Mark A. Forrest  
 Title: President

State of Ohio,  
 County of Madison:  
 Signed and sworn to before me this 11<sup>th</sup> day of October, 2017  
Michael A. Kessler  
 Notary Public



Vote to Proceed / Public Authority

Vote to Proceed / Public Authority

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 October 16, 2017 at 9:30 a.m.

Those Present

MADISON COUNTY COMMISSIONERS  
Park Board  
October 16, 2017 9:30 a.m.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
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22. \_\_\_\_\_
23. \_\_\_\_\_

Subject: Park Board - Approved – Financial Sheet

Mr. Dhume moved to approve the monthly Park Board financial sheet.

MADISON COUNTY METROPOLITAN PARK BOARD  
September 2017

|  |                        |
|--|------------------------|
| <hr/>                                    |                        |
| Balance as of Park Board September, 2017 | \$845.64               |
| <hr/>                                    |                        |
| <u>Expenses</u>                          |                        |
| ABC Restroom Services                    | \$90.00                |
| Sign – For Camp Site                     | \$53.00                |
| <u>Revenue</u>                           |                        |
| <u>Balance</u>                           | \$702.64               |
| <u>Double Bond Balance</u>               | Balance is \$21,292.42 |
| <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.

Barrat Brothers TTY02896LD

**Old Business**

- Funding of ~\$52,000.00 in donations has been received and the Park Board is continuing to work on getting more donations.
- The number of campers has increased to ~179.
- Rob Slane will continue to check with ABC Restrooms for the cleaning of the Port-A-Johns.
- Julia Cumming and Rob Slane are looking at budget options for the Park Board. This will also be discussed with the City of London.
- The Park Board has notified the health department about the regulations for a shower. According to the health department this shower is required to be a commercial shower. Park Board will seek Commissioners approval to proceed with the shower.

**New Business**

- According to Mr. Roberts there should be a follow-up meeting with the City of London to discuss who owns what section of the property along the trail at the Maple to Walnut Streets extension.
- There was a discussion about the mowing for different areas along the bike trail and also the Prairie Grass Trail Head.

Subject: Street Vacation – Pleasant Township

The hearing for the Pleasant Township street vacation in Mt. Sterling, Ohio took place on Monday October 16, 2017 at 11:00 a.m.

**Those Present**

MADISON COUNTY COMMISSIONERS  
Vocals Street  
Pleasant Township  
October 16, 2017 - 11:00 a.m.

1. *Heidi Mangum*
2. *Bob Williams*
3. *Mike Stewart*
4. *Daniel D. ...*
5. *Bryan D. ...*
6. *Rob Slane*
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
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22. \_\_\_\_\_
23. \_\_\_\_\_

Subject: Vacation Abandoned Street – Approved – Pleasant Township

Mr. Dhume moved to approve the following resolution:

**RESOLVE**, Petitioner, Whiteside Mt. Sterling, LTD, an Ohio Limited Liability Company, is the sole abutting landowner of a certain street

**RESOLVE**, Near Street located in the unincorporated portion of Pleasant Township, Madison County, Ohio, being the owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 being all of the lots comprising of the O.L. Near Subdivision in said Township.

**RESOLVE**, The street herein petitioned for vacation is that portion of Near Street from the extension of the southeast side of Lots 6 and 12 in a northwesterly direction, a distance of Fifty (50) feet to a point 35.4 feet from the projection of the northwest side of the said Lots 6 and 12 to the right – of – way line of the Mt. Sterling and Washington C.H. Pike, also known as US. Rt. 62. The roadway is to be vacated is the balance of Near Street being Thirty (30) feet wide and Five Hundred Thirty – Five and 40/100 (535.40) feet long.

**THEREFORE**, the Madison County Board of Commissioners hereby grants to grant the prayer of petition to vacate the abandoned street in Pleasant Township, Madison County, Ohio.

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

10-16-17  
KAW

Subject: Ditch – Powell Ditch # 2

The hearing for the Powell Ditch #2 took place on Monday October 16, 2017 at 11:15 a.m.

Those Present

MADISON COUNTY COMMISSIONERS  
Powell #2 Ditch Hearing  
October 16, 2017 - 11:15 a.m.

- 1. Walter Wood
- 2. Robert Forst
- 3. Stephen D. Wilkins
- 4. Robert W. Wilkins
- 5. Ally G. Taylor
- 6. Ken Huggins
- 7. Jo Van Dhuar
- 8. Kyle S. Lane
- 9. Everitt
- 10. Tom Thiel
- 11. Bryan Dhuar
- 12. Bob O'Neil
- 13. Mark Gerson
- 14. Mark Gerson
- 15. Mark Gerson
- 16. \_\_\_\_\_
- 17. \_\_\_\_\_
- 18. \_\_\_\_\_
- 19. \_\_\_\_\_
- 20. \_\_\_\_\_
- 21. \_\_\_\_\_
- 22. \_\_\_\_\_
- 23. \_\_\_\_\_

Subject: Ditch – Approved – Powell Ditch # 2

Mr. Dhume moved per the request of Bryan Dhume, Engineer, to grant the prayer of petition to re-appraise the maintenance for the Powell Ditch#2.

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

Barratt Brothers T1702596LD

Subject: Ditch – Richmond Ditch #1

The hearing for the Richmond Ditch #1 took place on Monday October 16, 2017 at 11:15 a.m.

Those Present

MADISON COUNTY COMMISSIONERS  
Richmond #1 Ditch Hearing  
October 16, 2017 - 11:15 a.m.

- 1. PATRICK GRABILL
- 2. William MacInt
- 3. Barbara Jones
- 4. Ring Family Farm and Dairy
- 5. Stena A. Wattera
- 6. David W. Wilson
- 7. Wally
- 8. Rob Lane
- 9. Eric Thiel
- 10. Tom Thiel
- 11. Mike Hunt
- 12. Dane Dume
- 13. Dave
- 14. \_\_\_\_\_
- 15. \_\_\_\_\_
- 16. \_\_\_\_\_
- 17. \_\_\_\_\_
- 18. \_\_\_\_\_
- 19. \_\_\_\_\_
- 20. \_\_\_\_\_
- 21. \_\_\_\_\_
- 22. \_\_\_\_\_
- 23. \_\_\_\_\_

Subject: Ditch – Approved – Richmond Ditch # 1

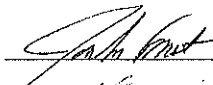


Mr. Dhume moved per the request of Bryan Dhume, Engineer, to grant the prayer of petition to re-appraise the maintenance for the Richmond Ditch#1m in the amount of \$102,000.00.

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

Subject: Road Vacation Revision- Approved - View and Hearing Jefferson Township

Mr. Dhume moved to approve the revision for the Road Vacation in Jefferson Township.

The original request had an incorrect address.  
The revision below is the corrected revision for the address.

| <b>RECORD OF RESOLUTION</b><br>BOARD OF TRUSTEES<br>JEFFERSON TOWNSHIP, COUNTY OF MADISON   |   |
|---|---|
| Resolution No. .... 2017-2  | Passed ...September 27 <sup>th</sup> , 2017 |
| <p>A RESOLUTION TO PETITION THE MADISON COUNTY COMMISSIONERS TO VACATE A PORTION OF WEST ROAD, JEFFERSON TOWNSHIP, MADISON COUNTY OHIO</p> <p>WHEREAS, The Jefferson Board of Trustees petition the Madison County Commissioners to vacate a portion of undeveloped West Road in Jefferson Township beginning at the corner of North and West Roads adjacent to 5955 North Road heading to the north and 6005 South Road at the corner of South and West Roads heading to the south. NOW, THEREFORE</p> <p>BE IT RESOLVED by the Jefferson Township Board of Trustees, County of Madison, State of Ohio, With all members concurring:</p> <p>SECTION I These portions of West Road are undeveloped.<br/>           SECTION II Neither portions are maintained by the township.<br/>           SECTION III Title will pass to abutting land owners.</p> <p>PASSED THIS 27<sup>th</sup> day of September 2017</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <br/>           _____<br/>           TRUSTEE         </div> <div style="text-align: center;"> <br/>           _____<br/>           TRUSTEE         </div> <div style="text-align: center;"> <br/>           _____<br/>           TRUSTEE         </div> </div> |   |

1373-11

COPY

JEFFERSON  
 DESCRIPTION ACCEPTABLE MADISON COUNTY ENGINEER  
 DATE 10/17/17 BY *[Signature]*  
 ACREAGE 1.3305 VACATED STREET RD 08-00525.000  
 2902 VACATED STREET RD 08-00073.000

MADISON COUNTY  
 COMMISSIONERS  
 OCT 16 AM 9:20

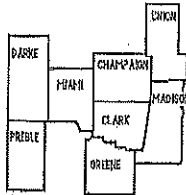
1373

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

Subject: Council Nomination – Approved – Natural Resources Assistance Council Nominations (NRAC)

Mr. Dhume moved to approve for Mr. Hunter to be the NRAC council nominee for Madison County.

#### DISTRICT ELEVEN



#### PUBLIC WORKS INTEGRATING COMMITTEE

Date: September 22, 2017  
 To: District 11 Natural Resources Assistance Council Stakeholders  
 From: District 11 Integrating Committee c/o Louis Agresta, District Liaison  
 Re: District 11 Natural Resources Assistance Council Nominations

The District 11 Integrating Committee is accepting nominations for representation on the District 11 Natural Resource Assistance Council (NRAC). Currently there are six vacancies. There are two vacancies in group 1, one vacancy in group 2, one vacancy in group 3, one vacancy in group 4, and one vacancy in group 5. The nominating form defines each group and the individuals that are eligible to represent them on the NRAC. When submitting a nomination, please keep in mind that the District 11 NRAC cannot have two individuals representing the same organization, unit of government, or agency.

To nominate a candidate for a seat on the District 11 NRAC, please submit the following:

- o A letter of nomination
- o A completed nomination form
- o A statement of the nominee's background or qualifications

Please send your nominations to the Clark County Springfield TCC c/o Louis Agresta, 3130 East Main Street – Suite 2A, Springfield, Ohio 45505. You may also e-mail them to [lagresta@clarkcountyohio.gov](mailto:lagresta@clarkcountyohio.gov). The nomination deadline is 4 p.m., Friday November 3, 2017.

If you have any questions regarding the District 11 NRAC nominations, please feel free to contact me at 937-521-2134 or by e-mail. Also if you would like to be notified of District 11 NRAC business via email, please contact Louis Agresta via the information above with a name and email for future reference.

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 – Farmland Preservation

Mr. Dhume moved to approve for Rob Slane, County Administrator, to sign off on the upcoming closings of the Farmland Preservation Agreements.

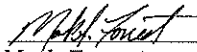
Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Meeting Request – Approved – Engineer

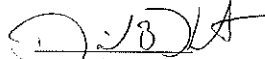
Mr. Hunter moved per the request of Bryan Dhume, Engineer, to approve the required meeting attendance and in compliance of ORC Section 325:20 for the following:


Scott Sanders, John Miller, and Bryan Dhume to "CEAO Superintendent and Mechanics Conference." October 18-19, 2017 in Mt. Sterling, Ohio. Cost \$435.00.

Bryan Dhume to "Bridge Inspections Refresher Training." December 4, 2017 in Columbus, Ohio. Cost \$60.00.

  
Mark Forrest

  
David Dhume

  
David Hunter

ATTEST:   
\_\_\_\_\_