

Commissioners Journal # 86 Page 560

September 18, 2017

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Dhume moved to approve all purchase orders and allow payment of all then and nows and vouchers.

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 Correction – Approved – Veterans

Mr. Dhume moved per the request of Jennifer Moore, CVSO, to approve the budget revision correction for the following:

Decrease: Contract Repair (1000-A09C-5-0050) in the amount of \$5,159.00.

Increase: Equipment (1000-A09C-5-0070) in the amount of \$5,159.00.



**Madison County Veterans Service
Commission**

1 N. Main Street Room 011
London, Ohio 43140
PH (740) 852-0676
FX (740) 852-5597

Memo

To: Madison County Commissioners
From: Madison County Veterans Service Center – Jennifer L. Moore
cc:
Date: 9/18/2017
Re: Transfer of funds Revision from 9/8/17 memo

MADISON COUNTY
COMMISSIONERS
2017 SEP 12 PM 3:26

County Commissioners, please adjust the following line items.

Do Not Take from:

Other Expenses – 1000-A09C-50046 - \$ 4,745.00

But take from:

Contract Repair – 1000-A09C-50050 - \$5,159.00

Transfer to:

Equipment – 1000-A09C-50070 - \$ 5,159.00

Thank you,

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

Note-This budget revision is a correction from September 11, 2017.

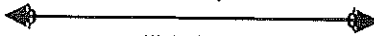
Document Number: T101007010

Subject: Budget Revision – Approved – Auditor

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

Decrease: Auditor Health (1000-A01B-5-0100) in the amount of \$2,000.00.
Increase: Auditor Other (1000-A01B-5-0046) in the amount of \$2,000.00.

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



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

MADISON CO. OH.
COMMISSIONERS
2017.9.18 PM 12:10

September 18, 2017

To: Madison County Commissioners

Dear Sirs:

Budget revision

Please adjust appropriated funds for the following accounts:

1000 A01B 50046	Auditor other	\$2000
1000 A01B 50100	Auditor health insurance	(\$2000)

Thank you

Jennifer S. Hunter
Jennifer S Hunter CPA

Website: co.madison.oh.us/auditor

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 Funding – Approved – Commissioners Other

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

Decrease: Commissioners Other (1000-A01A-5-0046) PO#1056 in the amount of \$5,560.00.

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 – Courthouse Repairs

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$5,560.00.

Increase: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$5,560.00.

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 – Courthouse Repairs

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

Increase: Courthouse Repairs (1000-A04B-5-0050) PO#1065 in the amount of \$5,560.00.

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 – Sublease & Rentals

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$1,500.00.

Increase: Sublease & Rentals (1000-A15A-5-0512) in the amount of \$1,500.00.

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

Subject: Budget Revision – Approved – Visitors Bureau

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$344.14.

Increase: Visitors Bureau (1000-A15A-5-0513) in the amount of \$344.14.

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

Subject: Increase PO Funding – Approved – Visitors Bureau

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

Increase: Visitors Bureau (1000-A15A-5-0513) PO#1082 in the amount of \$2,991.98.

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 Funding – Approved – Commissioners Other

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

Decrease: Commissioners Other (1000-A01A-5-0046) PO#1056 in the amount of \$3,100.00.

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

Subject: Budget Revision – Approved – Medical Handicapped Children

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$3,100.00.

Increase: Medical Handicapped Children (1000-A07A-0308) in the amount of \$3,100.00.

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 – Medical Handicapped Children

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

Increase: Medical Handicapped Children (1000-A07A-0308) PO#1075 in the amount of \$9,300.00.

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 – County Audit Fees

Mr. Dhume 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 \$15,000.00.

Jennifer S. Hunter CPA
Madison County Auditor

1 North Mala 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
2017-18 09-18-17

September 18, 2017

To: Madison County Commissioners

Dear Sirs:

Please increase appropriated funds for the following account:

1000 A01H 50059 County Audit Fees \$15000

This request is due to increased audit fees from the Auditor of State for 2016.

Thank you

Jennifer S. Hunter
Jennifer S. Hunter CPA

Website: co.madison.oh.us/auditor

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 – County Audit Fees

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

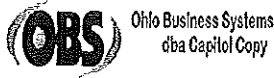
Increase: County Inspections (1000-A01H-5-0059) PO#1123 in the amount of \$15,000.00.

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

Dorrell Boehlen T1610070AD

Subject: Agreement – Approved – Commissioners

Mr. Dhume moved to approve the equipment agreement between Ohio Business Systems and Madison County Commissioner's office for a Ricoh MP C2004 color digital imaging system in the amount of \$3,191.00.



2369 W. DUBLIN GRANVILLE ROAD • WORTHINGTON, OH 43085 • 614-316-1510 • FAX 614-846-7118
COLOR ANNUAL MAINTENANCE AGREEMENT - MONTHLY BILLING

Madison County Commissioner's Office

Customer

1N, Main Street

Address

London, Ohio 43140

City/State/Zip

740-845-1694

Phone

Fax

Tim Hughes

Contact

Ricoh MP C2004ex

Model

Accessories

Serial No.

This agreement protects equipment listed above and located at the address shown. A trained service technician will inspect, clean, lubricate, and make all necessary adjustments during regular Ohio Business Systems, Inc. working hours as required.

Ohio Business Systems, Inc. will supply all labor and parts needed INCLUDING TONER to maintain the equipment in proper operating condition at no additional charge, unless damage is caused by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or surges, fire, water, lightning, or other act of God.

An annual meter reading will be obtained by telephone or fax or email. At that time a charge will be made of \$200 per black and \$200 per color copies/week/year, payable within 15 days. Customer agrees to pay interest of 2% per month or the maximum rate allowed by law on any late payments from the due date until the date paid. Ohio Business Systems, Inc. at its discretion may delay services on past due accounts.

The customer agrees to pay reasonable attorney fees and legal expenses incurred by Ohio Business Systems, Inc. in exercising any of its rights and remedies upon breach of this agreement by the customer. Ohio Business Systems, Inc. may terminate this agreement by written notice if a petition of bankruptcy or similar proceeding has been filed by or against the customer.

Major overhauling, disassembly or rebuilding is not provided under the terms of this agreement. If such work is required a written estimate of charges will be submitted for the customer's approval prior to the beginning of repairs.

The customer agrees to furnish a KEY OPERATOR, who will assume all duties as described in the manufacturer's operator manual, and notify Ohio Business Systems, Inc. of any change in the Key Operator. Failure to do so could result in a billable service charge for an operator problem.

The responsibility of Ohio Business Systems, Inc. ceases if the equipment is repaired or adjusted by any person other than a representative authorized by Ohio Business Systems, Inc., or the use of supplies not authorized and approved by Ohio Business Systems, Inc.

The responsibility of Ohio Business Systems, Inc. ceases if customer does not furnish proper electrical requirements and/or surge protectors.

This agreement does not include paper, staples, oil, cassettes, trays, panels, doors and / or exposure glass or fuel surcharge/supply freight charges. Upon expiration, any pre-shipped, unused toner (determined by manufacturer copy yield) will be involved at regular supply rates. This agreement does not include customer's computer, network cables, routers or lenses related to the customer computer system.

This agreement is based on monthly minimum of _____ black and _____ color copies/week/ scans per year. A copy/week/scan is a one-sided image 8 1/2 x 14 or smaller sheet of paper.

If this equipment is sold to a third party or moved to a location not serviced by Ohio Business Systems, Inc., this agreement is not transferable or assignable. The customer listed above remains responsible for payment of the minimum quarterly charge until the expiration date. The relocation of this equipment to a different Ohio Business Systems, Inc. service area will decrease or increase the cost per copy.

When applicable, Federal, State, and Local taxes are to be paid by the customer whenever they are levied, including chargeable labor, parts, and supplies.

This agreement is to be effective for a period of twelve (12) months, and unless terminated earlier in accordance with this agreement, shall automatically renew on a annual basis at the then current rate unless either party notifies the other party at least thirty (30) days prior to the expiration of the then current term or their intent not to renew.

This agreement may be terminated by Ohio Business Systems, Inc. with a fifteen- (15) day written notice.

Madison County Commissioners

CUSTOMER NAME

Rob Stene

AUTHORIZED SIGNATURE

Rob Stene, County Administrator 09/15/17,

NAME/TITLE & DATE SIGNED (PLEASE PRINT)

PLEASE PROVIDE THE PRINTED METER REPORT

BEGINNING BLACK METER

BEGINNING COLOR METER

KEY OPERATOR

Headier Peters

OHIO BUSINESS SYSTEMS, INC. REPRESENTATIVE

DATE PROPOSED

OHIO BUSINESS SYSTEMS, INC. ACCEPTANCE 129

Current Division T:010000LD

TERMS AND CONDITIONS

1. This Purchase Order Agreement states the entire agreement between Customer and Capital Copy. No other agreements or representations made in connection with this order. Modifications or additions are subject to Capital Copy's agreement, in writing. Capital Copy rejects any terms and conditions which add to, limit or alter these terms, however stated. Customer's signature on an order or acceptance of delivery shall constitute Customer's acceptance of these terms and conditions.

2. This Purchase Order Agreement shall be effective only upon written acceptance by Capital Copy at its home office without notice to Customer. This order may not be canceled after acceptance by Capital Copy.

3. If Customer's order is accompanied by a deposit payment, Customer authorizes Capital Copy to collect and deposit such payment in Capital Copy's account pending acceptance or rejection of Customer's order. If Capital Copy rejects Customer's order, Customer's deposit payment will be refunded without interest. If Capital Copy accepts Customer's order, Customer's deposit payment will be credited against the amount due Capital Copy on Customer's order. In the event Customer fails to accept or pay for ordered Capital Copy equipment or programming, Capital Copy shall have the right to retain and apply such deposit toward satisfaction of resulting damages incurred by Capital Copy and as partial compensation for the value of any benefits conferred on Customer by Capital Copy.

4. Title and risk of loss or destruction or damage to ordered equipment shall pass to Customer upon delivery. Damage may include but is not limited to electric surges, variances of electrical current, or telephone line system at Customer's location.

5. Until full payment of the stated purchase price or in the event of a rental for the full rental term, Customer grants Capital Copy a security interest in the purchased or rented equipment and/or programming and their proceeds in accordance with the Uniform Commercial Code. This document may be filed by Capital Copy as a Security Agreement. Copies or reproductions of this document or any financing statements, where permitted by law, may be filed without Customer's signature. Customer will execute any document with Capital Copy. Capital Copy may require to perfect or maintain its security interest in the purchased equipment and/or programming. If Customer fails to make any payment when due under this Agreement, Capital Copy shall have all the rights and remedies of a secured party upon default under the Uniform Commercial Code, including Capital Copy's costs and expenses of collection including the maintenance attorney's fee permitted by law.

6. Duties, sales, use taxes or similar tax which may apply to this order are not included in the price of ordered equipment and/or programming and Customer agrees to pay same either directly to the levying authority or to Capital Copy if Capital Copy is required to collect or pay same. If separate documentation of taxable status is submitted with order, Customer agrees to assume full responsibility of all tax collection by the levying authority associated with Capital Copy.

7. Capital Copy warrants to Customer that the equipment delivered under this Agreement will at the time of delivery be free of defects of manufacture. During the warranty period applicable to the equipment Capital Copy will provide at no cost to Customer adjustments, repair, labor, and parts replacement, excluding requests required due to accident, misuse or neglect by the Customer. The foregoing shall be Customer's sole and exclusive remedy with respect to equipment provided by Capital Copy. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CAPITAL COPY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS ARISING OUT OF RELATED TO EQUIPMENT OR SERVICE ORDERED BY CUSTOMER, WHETHER SUCH DAMAGES BE DIRECT, INDIRECT, FORESEEABLE OR OTHERWISE AND WHETHER LIABILITY IS CLAIMED TO ARISE BY REASON OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL CAPITAL COPY'S LIABILITY TO CUSTOMER EXCEED THE PRICE OF ORDERED EQUIPMENT OR SERVICE STATED IN THIS ORDER.

9. Capital Copy shall not be liable for failure to deliver or for delays in delivery occasioned in whole or in part by causes beyond its control, including, without limitation, strikes and other labor disputes, fires, embargoes, war or civil disturbance, acts of God, inability to obtain transportation or shipping space, machinery breakdowns, delays of carriers or suppliers and government acts or regulations, official or unofficial.

10. This order shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Customer assumes all responsibility for provision of required electrical service meeting Equipment Manufacturer, Underwriters Laboratories, and applicable Code standards.

12. If title of this order indicates rental, the equipment remains the property of Capital Copy and title shall not pass to Customer as stated in Paragraph 4. In such event, Customer will return equipment and programming upon expiration of rental in as good condition as received, reasonable depreciation from normal use excluded. Rental charges include maintenance as under Maintenance-Guarantee Contract.

13. If a fee of this order includes programming, training, delivery charges or software, the following additional terms apply:

- a. Standard Programming, Delivery Service, Training or Software ordered by Customer is supplied by Capital Copy "AS IS". Customer acknowledges that it has inspected, evaluated material and is satisfied as to its suitability for customer's purpose and use. Custom Programming, Delivery Service, Training or Software ordered by Customer is supplied by Capital Copy without warranty except that it will be in accordance with written Programming, Delivery Service, Training or Software specifications approved by the Customer and Capital Copy. Notwithstanding the foregoing, Programming provided to customer, for which no explicit separate charge is set forth in this order, is supplied by Capital Copy only as an accommodation to Customer and without warranty of any kind. EXCEPT AS EXPRESSLY SET FORTH ABOVE, CAPITAL COPY MAKES NO WARRANTY WITH RESPECT TO ANY PROGRAMMING, DELIVERY, SERVICE TRAINING OR SOFTWARE SUPPLIED TO CUSTOMER INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer's sole and exclusive remedy with respect to any defective programming supplied by Capital Copy shall be to return the Programming, Delivery Service, Training or Software to Capital Copy which will, at its option, correct, replace or refund the price of the Programming, Delivery Service, Training or Software.
- b. Capital Copy makes no warranty or representation that Programming, Delivery Service, Training or Software materials shall not be a patent, copyright, proprietary information or trade secret rights of any party.

SCOPE OF RESPONSIBILITY AGREEMENT (Network Connected Copiers/Printers)

Condition of Existing Network Components and Software

- 1. Customer agrees to make Capital Copy aware of existing equipment including any incompatibility prior to installation.
- 2. Customer agrees to pay for any licensed software. Capital Copy reserves the right to not support such applications. Capital Copy will offer licensed copies of current software application to customer at retail pricing (or better, based on availability).
- 3. Not all Windows compatible software programs utilize the drivers offered for specific printers. Capital Copy and the manufacturer do not warrant pricing for such programs.
- 4. All DOS files, DOS drivers do not exist and are not under development. In limited situations, older DOS files prior to 2000 may be used to provide support of licensed software, PCL and P.S. command files may be used with certain DOS application to utilize advanced functions of a device. This is based on a case by case basis. The financial responsibility lies with the end user to research, test, and implement the alternative drivers. Capital Copy may offer such assistance and technical expertise in these areas, responsibility again lies with end user.
- 5. First Responder Software/Net contains 16 bit DOS applications - Certain advanced features of the copier/printer may be programmed in the native logic using PCL and/or P.S. codes. Not all items priced by First Responder Software/Net contain 16 bit DOS application do not use a driver to print, the program uses a flat dump to a queue on the server or a local parallel or communications port.

Conditions of Installation

- 6. Customer agrees to make their network password available to Capital Copy at scheduled time of network install which may be a different time than delivery of equipment.
- 7. Any network cabling, electrical outlet installation, and/or connections needed to the physical property is properly installed the copier/printer are the financial responsibility of the end user.
- 8. Customer agrees to all terms and conditions listed above under "Terms and Conditions".
- 9. Capital Copy may offer support on hourly or "block of time" basis to install and/or support installation and servicing of Capital Copy products only.

Customer Authorized Signature / Date _____ Capital Copy Authorized Signature / Date _____
 Print Name: _____ Email: @_____

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

Note- It is acceptable for Rob Slane to sign this equipment agreement.

Subject: Agreement – Approved – Escrow LAEPP 2015

Mr. Hunter moved per the request of Julia Cumming, Soil & Water Administrator, to approve the escrow agreement between Madison County Commissioners and Midland Title West LLC (Escrow Agent) and James Phillippi, Trustee of the James Phillippi Revocable Trust dated July 27, 1993 for the property located at 5311 Gregg Road West Jefferson, Ohio.

NEW COUNTY COMMISSIONERS
MADISON COUNTY, OHIO
SEP 18 2017
NOT RECORDED
LAEPP 2015

This Escrow Agreement (hereinafter "Agreement") effective as of the 11th day of September 2017 (hereinafter "Date") is between Midland Title West LLC, 111 W High Street, Suite 200, London, Ohio 43040 (hereinafter "Escrow Agent"), James M Phillippi, Trustee of the James M Phillippi Revocable Trust dated July 27, 1993, 5311 Gregg Rd, West Jefferson, Ohio 43082 (hereinafter "Landowner") and the Madison County Commissioners, 200 Sun 44 (1) N Main Street, London, Ohio 43040 (hereinafter "Local Sponsor"). The Ohio Department of Agriculture, a division of 1000 East Main Street, Reynoldsburg, OH 43068 (hereinafter "ODA") shall be considered a third party beneficiary of this Agreement.

NOTES

WHEREAS, Local Sponsor and ODA intend to purchase a residential parcel from the Landowner for the property more fully described in the Purchase Agreement, attached hereto and incorporated herein by reference;

WHEREAS, ODA requires an escrow agent to perform escrow and closing services for deposits (hereinafter "Deposit") received through the Local Sponsor from ODA; and

WHEREAS, Escrow Agent desires to perform such services and as an escrow agent, present to the terms and conditions contained in this Agreement, and Landowner and Local Sponsor desire to have Escrow Agent act in such capacity; and

NOW, THEREFORE, for good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

1. NATURE OF CONTACT

- 11. Escrow Agent shall be employed as an independent contractor to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Local Sponsor is the sole judge of the adequacy of such services.
- 12. The Local Sponsor and Landowner enter into this Agreement to release upon Escrow Agent's representation that it has the necessary expertise and equipment to perform its obligations hereunder, and Escrow Agent warrants that it has the necessary expertise and equipment.
- 13. Escrow Agent shall perform the services to be rendered under this Agreement and the Local Sponsor shall not file, sue, or pay any amounts to Escrow Agent in its performance under this Agreement. The Local Sponsor shall not be required to provide any training to Escrow Agent or enable it to perform services required hereunder.

II. SCOPE OF WORK

- 21. Escrow Agent has established an escrow account for the purpose of holding the Deposit to be made by Local Sponsor pursuant to the Purchase Agreement referenced herein at FBC Bank, 30 W. High Street, London, Ohio 43040, a bank authorized to do business in the State of Ohio ("Escrow Account").
- 22. All Deposits received from the Local Sponsor prior to closing shall be placed in the Escrow Account within five (5) business days of receipt of the Deposit by the Escrow Agent.
- 23. Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to the Local Sponsor and ODA confirming the Deposit. Failure to provide confirmation of the deposit may subject the instrument conveying the Deposit to revocation by ODA.
- 24. Under no circumstances shall Local Sponsor or Landowner seek or accept release of the Deposit made by the Local Sponsor on behalf of ODA until after consummation of the Purchase Agreement, completion of any accompanying Closing Instructions as issued by ODA, completion of a final title review prior to the closing, delivery of an executed Deed of Agricultural Easement as signed by the Landowner, and consent has been provided by the Local Sponsor and ODA for release. After execution of the Easement and required funds that all instructions and conditions specified in the final ODA Closing Instructions and this Agreement have been satisfied, Escrow Agent shall pay all costs as itemized in ODA's Signed Settlement Statement out of the funds held in the escrow account. Once all other costs are paid, the remainder of the funds held in the escrow account shall then be disbursed to the landowner entitled to payment.
- 25. If Escrow Agent is not directed to release the Deposit pursuant to the paragraph above, and Escrow Agent receives a request by either Local Sponsor or Landowner to release the Deposit, then Escrow Agent must give both Local Sponsor and ODA prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to the Local Sponsor and ODA of the release. If an objection is received within the thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed by the Local Sponsor and ODA pursuant to paragraph 2.4 above.
- 26. The closing shall occur within ninety (90) days after receipt of the Deposit by the Escrow Agent.
- 27. Local Sponsor may, from time to time as it deems appropriate, communicate specific instructions and requests to the Escrow Agent concerning the performance of the work described in this Agreement. Upon such notice, the Escrow Agent shall comply with such instructions and fulfill such requests to the satisfaction of Local Sponsor. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The Escrow Agent shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner

Barrett-Diamond T100070LD

or means by which the work described herein is performed. Local Sponsor retains the right to ensure that the work of the Escrow Agent is in conformity with the terms and conditions of the Agreement.

III. TIME OF PERFORMANCE

- 31 The services described in the Scope of Work above ("Services") shall be commenced on January 1, 2017 and concluded on June 30, 2017.
 - a This Agreement shall remain in effect until the work described is completed to the satisfaction of the Local Sponsor and until Escrow Agent is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Escrow Agent Services, whichever is earlier.
 - b As the next General Assembly session commences at a later General Assembly by expiration, this Agreement shall expire no later than June 30, 2017.
 - c It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if most of this Agreement would be contrary to the terms of Ohio Revised Code (ORC) § 157.13, ORC § 127.14, or ORC § 142.

IV. COMPENSATION

- 41 The Local Sponsor shall pay Escrow Agent for services rendered no more than Three Thousand Dollars and No/100 Dollars (\$3,000.00). Escrow Agent shall be paid at the closing out of the proceeds paid by the Local Sponsor to the grantee of the agricultural easement. In the event that the closing does not take place after the Escrow Agent has completed the services, the Local Sponsor shall pay the Escrow Agent directly.
- 42 Escrow Agent shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 43 Escrow Agent shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.

V. CERTIFICATION OF FEES

- 51 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the ORC, including but not limited to § 156.14, have been completed with, and such that all necessary funds are available, encumbered and forthcoming from the appropriate state agencies or responsible third party entities, and, when required, such expenditure of funds is approved by the Creating Board of the State of Ohio.

VI. TERMINATION OF ESCROW AGENT'S SERVICES

- 61 The Local Sponsor may, at any time prior to the completion of services by the Escrow Agent under this Agreement, terminate this Agreement with or without cause by giving written notice to the Escrow Agent.
- 62 Upon notice of termination, Escrow Agent shall cease all work on the terminated activities under this Agreement, terminate all subcontracts relating to the terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Local Sponsor, furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions reaching therefrom, and any other matters the Local Sponsor requires.
- 63 Escrow Agent shall be paid for services rendered up to the date the Escrow Agent received notice of termination, less any payments previously made, provided Escrow Agent has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by the Local Sponsor for which Escrow Agent has not rendered services shall be refunded.
- 64 In the event this Agreement is terminated prior to its completion, Escrow Agent, upon payment as specified, shall deliver to Local Sponsor all work products and documents which have been prepared by Escrow Agent in the course of providing services under this Agreement. All such materials shall become and remain the property of the Local Sponsor, to be used in such manner and for such purpose as the Local Sponsor may choose.
- 65 Escrow Agent agrees to waive any right to, and shall make no claim for, additional compensation against the Local Sponsor by reason of such termination.

VII. RELATIONSHIP OF PARTIES

- 71 The Local Sponsor and Escrow Agent agree that Escrow Agent shall be engaged by the Local Sponsor solely on an independent Escrow Agent basis, and Escrow Agent shall therefore be responsible for all of its own business expenses, including, but not limited to, computer, phone service and office space. Escrow Agent will also be responsible for all fees, taxes, employer's wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 72 While Escrow Agent shall be required to render services described hereunder for the Local Sponsor during the term of this Agreement, nothing herein shall be construed to imply, by reason of Escrow Agent's engagement hereunder as an independent Escrow Agent, that the Local Sponsor shall have or may exercise any right of control over Escrow Agent with regard to the manner or method of Escrow Agent's performance of services hereunder.

73 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

74 It is fully understood and agreed that the Escrow Agent is an independent contractor and is not an agent, servant or employee of the Local Sponsor or the State of Ohio.

VIII. RELATED AGREEMENTS

81 The work contemplated in this Agreement is to be performed by Escrow Agent, who may subcontract without the Local Sponsor's approval for the purchase of wires, supplies, components, or special mechanical services that do not involve the type of work or services described in the Scope of Work but which are required for its satisfactory completion. Escrow Agent shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Local Sponsor. All work subcontracted shall be at Escrow Agent's expense.

82 Escrow Agent shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Local Sponsor to terms inconsistent with, or at variance from, this Agreement.

83 Escrow Agent warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Local Sponsor, to perform substantially identical work such that the project contemplated hereunder duplicates the work called for by the other agreements.

84 Escrow Agent shall furnish to the Local Sponsor a list of all subcontractors, their addresses, tax identification numbers, and the labor account of each subcontractor.

IX. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

91 No personnel of Escrow Agent or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is in conflict with or in concert with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

92 Any such person who requires an incompatible or conflicting personal interest, or at other the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Local Sponsor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Local Sponsor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

101 The Local Sponsor shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Escrow Agent pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Escrow Agent by the Local Sponsor shall be subject to copyright by Escrow Agent in the United States or any other country.

102 Escrow Agent agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law and unless specified otherwise by the Local Sponsor. Any requests received by Escrow Agent should be referred to the Local Sponsor.

XI. CONFIDENTIALITY

111 Escrow Agent shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Local Sponsor.

112 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Escrow Agent in the event of cancellation.

XII. LIABILITY

121 The Escrow Agent and Landowner each agree to indemnify and to hold ODA, the State of Ohio, and Local Sponsor harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the respective actions or omissions of Escrow Agent or Landowner or those of its or their respective trustees, officers, employees, subcontractors, suppliers, third parties retained by the Escrow Agent and Landowner, or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

122 The Escrow Agent and Landowner shall bear all costs associated with defending the Local Sponsor and the State of Ohio against any claims for their own respective acts or omissions.

123 In no event shall any party of this Agreement be liable to the other party for indirect, consequential, incidental, special, or punitive damages or lost profits.

III. REPORTS/NOTICES

- 101 All reports, notices, copies, requests, accounts, approvals and other communication required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or sent by U.S. registered or certified mail, postage prepaid.

i. with respect to COA:

Ohio Department of Agriculture
Office of Farmland Preservation
895 E. Main Street
Reynoldsburg, Ohio 43081-1100
Attn: Executive Director, Office of Farmland Preservation
Telephone: 614-734-0100

k. with respect to Local Sponsor:

Madison County Commissioners
PO BOX 614
London, Ohio 43140
(740) 934-2972

c. with respect to Landowner:

James M. Phillips, Trustee
James M. Phillips Revocable Trust dated July 27, 1993
5111 Gregg Rd
West Jefferson, Ohio 43142

d. with respect to Escrow Agent:

Walter Tylek West LLC
Attn: Robert E. Pfan and/or Aaron P. Miller, Attorneys
111 W. Eighth Street, Suite 105
London, Ohio 43140
(740) 934-3000

IV. MISCELLANEOUS

- 101 Counterparts - This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 102 Entire Agreement - This Agreement contains the entire agreement between the parties hereto regarding escrow activities and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes all prior and contemporaneous letters, correspondence, discussions and agreements among the parties with respect to it

unless contained herein. A waiver by any party of any breach or default by another party under this Agreement shall not constitute a continuing waiver by such party of any subsequent or similar breach or default hereunder.

- 103 Governing Law - This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. The parties agree that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

- 104 Succession and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Landowner shall have no right to assign any rights hereunder or with respect to the Purchase Price except as permitted with respect to assignment of Landowner's rights under the Purchase Agreement and/or Section 1031 exchange which must be completed prior to the closing date. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part without the prior written consent of COA.

- 105 Record Keeping - During the performance of the services required by this Agreement and for a period of three years after its completion, Escrow Agent shall maintain suitable records of all charges pertaining to this Agreement and shall make such records available to the parties as the parties may reasonably require.

- 106 Non-discrimination - Pursuant to O.R.C. § 153.101, Escrow Agent agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, sexual orientation, military status, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this Agreement. Escrow Agent further agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, sexual orientation, military status, or ancestry.

- 107 Compliance with Law - Escrow Agent, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances. Escrow Agent affirms that it has all of the approach, license, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Escrow Agent, for any reason, becomes disqualified from conducting business in the State of Ohio, Escrow Agent will immediately notify the Local Sponsor in writing and will immediately cease performance of contract activities.

- 108 Drug Free Workplace - Escrow Agent agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not possess, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- 109 Fiduciary for Payment - Escrow Agent warrants that it is not subject to an "involuntary" finding for recovery under O.R.C. § 9.24. If this warranty is deemed to be false, this

Agreement is void ab initio and the Escrow Agent must immediately repay to the Lender any funds paid under this Agreement.

10.08 **Binding** - The language in this Agreement has been inserted for convenient reference only and shall not be considered in any question of interpretation or construction of this Agreement.

10.09 **Severability** - The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

10.10 **Delayment** - Escrow Agent represents and warrants that it is not delisted from consideration for central records by the Director of the Department of Administrative Services, pursuant to either ORC § 15142 or ORC § 15125. If this representation and warranty is found to be false, this Agreement is void ab initio and Escrow Agent shall immediately repay to ODA any funds paid under this Agreement.

(Signatures begin on the following page)

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

LANDOWNER

LOCAL SPONSOR

James M. Phillips, Trustee
James M. Phillips Revocable Trust dated July 21, 1991
5111 Gregg Rd
West Jefferson, Ohio 43081

Mark Forrest
Mark Forrest
Madison County Commissioner
PO BOX 614
London, Ohio 43040

Date: _____

Date: 9/18/17

ESCROW AGENT

Richard B. Fink and/or Aaron P. Miller Attorneys
Michael Tids West LLC
111 W. Fish Street, Suite 105
London, Ohio 43040

Date: _____

Rev. 8/20/17

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

D:\net\DocShare\CPN\11210

Subject: Madison County Rate Renewal for 2017 – Approved – County Employee Benefit Consortium of Ohio (CEBCO)

Mr. Dhume moved to approve the Madison County rate renewal acceptance for 2018 health care benefit rates. This renewal rate is for the Plan 3a through CEBCO.

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

Note-This document from CEBCO has not been provided to the Commissioners to sign. It was required by CEBCO to approve the health care rates by September 21, 2017.

Subject: Madison County Health Benefits – Approved – County Employee Benefit Consortium of Ohio (CEBCO)

Mr. Dhume moved to approve the Plan 3a through CEBCO for the 2018 Madison County Health benefits.

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

Note-This document from CEBCO has not been provided to the Commissioners to sign. It was required by CEBCO to approve a health plan by September 21, 2017.

Subject: Resolution – Approved – Madison County Insurance Responsibility

Mr. Dhume moved to approve the 2018 Madison County benefit package for health, prescription, dental, and vision, that the county will absorb 75 percent of the premium and the employee will absorb 25 percent of the premium.

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

Subject: Resolution – Approved – Executive Session

Mr. Dhume moved to enter into executive session at 11:06 a.m. to discuss economic development.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to exit out of executive session at 11:41 a.m. No action was taken.

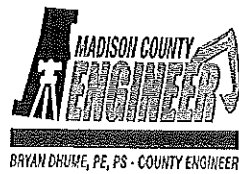
Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Ditch Reappraisals – Approved – Engineer

Mr. Dhume moved per the request of Bryan Dhume, Engineer, and according to ORC Section 6137.11, to approve to schedule hearings for the reappraisals of the following ditches:

- Richmond Ditch#1
- Powell Ditch #2
- Columbus Huddle Ditch#3
- Edward Richmond Ditch#4
- WE Roberts Ditch#117

Richmond Ditch



825 US 42 NE
 LONDON, OH 43140
 T: 740-852-9434 | F: 740-852-6530

ENGINEER'S REPORT
 Richmond Ditch No. 1
 Maintenance Reappraisal Report

Year Petitioned	_____	1959
Year Reappraised	_____	2017
Current Engineer's Estimate	_____	\$ 6,018.83
Current Maintenance Assessment 110% Per Year	_____	\$ 6,620.71
Reappraised Estimate	_____	\$ 102,000.00
Maintenance Assessment 6.5% Per Year	_____	\$ 6,630.00

26,580' Open Ditch
 2,212.9189 Acres in Watershed

It is the intention of this report and hearing to re-evaluate the financial base of the drainage structure in accordance with Section 6137.11 of the Ohio Revised Code. It is not the intention to necessarily increase the maintenance assessments but to supply a more even flow of money into the maintenance fund.

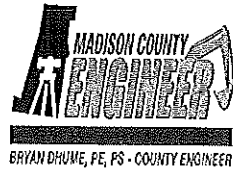
Sincerely,

Bryan Dhume, PE, PS
 Madison County Engineer

cc: File

Barrett Boehm T: 616-0070LD

Powell Ditch



825 US 42 NE
LONDON, OHIO 43140
T: 740-852-5404 | F: 740-852-6500


ENGINEER'S REPORT
Powell Ditch No. 2
Maintenance Reappraisal Report

Year Petitioned _____ 1990
Year Reappraised _____ 2017
Current Engineer's Estimate _____ \$4,241.51
Current Maintenance Assessment 90% Per Year _____ \$ 3,817.36

Reappraised Estimate _____ \$ 38,172.00
Maintenance Assessment 10% Per Year _____ \$ 3,817.23

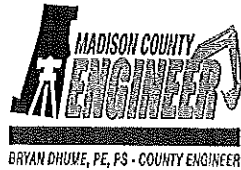
14,107' Open Ditch
1,413.9375 Acres in Watershed

It is the intention of this report and hearing to re-evaluate the financial base of the drainage structure in accordance with Section 6137.11 of the Ohio Revised Code. It is not the intention to necessarily increase the maintenance assessments but to supply a more even flow of money into the maintenance fund.

Sincerely,

Bryan D Dhume, PE, PS
Madison County Engineer

cc: File

Columbus Huddle Ditch



825 US 42 NE
LONDON, OH 43149
T: 740-852-9434 | F: 740-852-6531

ENGINEER'S REPORT
Columbus Huddle Ditch No. 3
Maintenance Reappraisal Report

Year Petitioned ————— 1969

Year Reappraised ————— 2017

Current Engineer's Estimate ————— \$ 704.31

Current Maintenance Assessment 200% Per Year ————— \$ 1408.62

Reappraised Estimate ————— \$ 10,564.65

Maintenance Assessment 14% Per Year ————— \$ 1,479.03

700' ~ 12" Tile

415.25 Acres in Watershed

It is the intention of this report and hearing to re-evaluate the financial base of the drainage structure in accordance with Section 6137.11 of the Ohio Revised Code. It is not the intention to necessarily increase the maintenance assessments but to supply a more even flow of money into the maintenance fund.

Sincerely,

Bryan D Dhume, PE, PS
Madison County Engineer

cc: File

Derrick Brothers T11010079LD

Edward Richmond Ditch



BRYAN DHUME, PE, PS - COUNTY ENGINEER

825 US 42 NE
LONDON, OHIO 43140
T: 740-852-9434 | F: 740-852-9330

ENGINEER'S REPORT
Edward Richmond Ditch No. 4
Maintenance Reappraisal Report

Year Petitioned	1969
Year Reappraised	2017
Current Engineer's Estimate	\$ 1,130.62
Current Maintenance Assessment 50% Per Year	\$ 565.31
Reappraised Estimate	\$ 14,437.50
Maintenance Assessment 3% Per Year	\$ 433.12

1315' - 12" Tile

175.1157 Acres in Watershed

It is the intention of this report and hearing to re-evaluate the financial base of the drainage structure in accordance with Section 6137.11 of the Ohio Revised Code. It is not the intention to necessarily increase the maintenance assessments but to supply a more even flow of money into the maintenance fund.

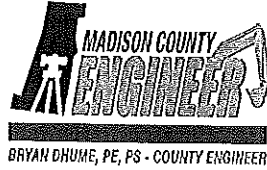
Sincerely,

Bryan D Dhume, PE, PS
Madison County Engineer

cc: File

82811E

W.E. Roberts Ditch



825 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9530

ENGINEER'S REPORT
W. E. Roberts Ditch No. 117
Maintenance Reappraisal Report

Year Petitioned..... 1999
Year Reappraised..... 2017
Current Engineer's Estimate..... \$ 3100.00
Current Maintenance Assessment 20% Per Year..... \$ 620.00
Reappraised Estimate..... \$ 36,000.00
Maintenance Assessment 5.0% Per Year..... \$ 1,800.00

1850' ~ 10' Tile
1150' ~ 12' Tile
3593' ~ 15' Tile

183.087 Acres in Watershed

It is the intention of this report and hearing to re-evaluate the financial base of the drainage structure in accordance with Section 6137.11 of the Ohio Revised Code. It is not the intention to necessarily increase the maintenance assessments but to supply a more even flow of money into the maintenance fund.

Sincerely,

Bryan D Dhume, PE, PS
Madison County Engineer

cc: File

Note-These hearing will take place on October 16, 2017 at 11:15 a.m. and October 23, 2017 at 11:00 a.m.

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

Barnett Business Form 0070LD

Subject: Park Board

The monthly Park Board meeting took place on Monday September 18, 2017.

Those Present

MADISON COUNTY COMMISSIONERS

Park Board
September 18, 2017 9:30 a.m.

1.
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22.

Subject: Financial Sheet – Approved – Park Board

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

MADISON COUNTY METROPOLITAN PARK BOARD
August 2017

Balance as of Park Board August, 2017	\$935.64
<hr/>	
<u>Expenses</u>	
ABC Restroom Services	\$90.00
<u>Revenue</u>	
<u>Balance</u>	\$845.64
<hr/>	
Double Bond Balance	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.

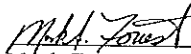
Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Old Business

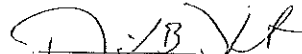
- The final sign at the camping area was delivered.
- As of this time there is ~66% donor contribution funding received for the trail extension.
- The asphalt work at the Glade Run Ditch has been completed by the Engineer's department.

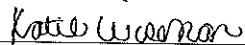
New Business

- The Labor Day Ox Roast bike ride was successful. This bike ride brought in ~\$2,800.00.
- There is no update at this time about the light signal being donated to the Historical Society.
- There was an article in the Columbus Dispatch newspaper about the bike trail riders.
- Campers have increase ~50% from last year. Campers have come from all over the world.
- There was a recommendation to look into installing a shower.
- The Park Board is not satisfied with ABC restroom services.
- Rob Slane and Julia Cumming are working with The Friends Group to discuss budget options.


Mark Forrest


David Dhume


David Hunter

ATTEST:  _____