

Berrett Brothers T1710804EA

AGENCY PROVIDER RESPONSIBILITIES

A. Provider agrees to participate with Agency in the development and implementation of the case plan for the child participating in case review and/or case management activities, and the completion of verification assessments for the child's placement with the Provider.

B. Provider agrees to submit a progress report a regularly the parties to each child. The progress report will be based on the specific goals set forth in the case plan and will include the assessment of services provided to the child and the child's progress. Failure to submit the progress report may result in a change of placement, and such case as the Provider complies with the reporting requirements.

C. Provider agrees that children will not be removed from foster home or other out-of-home care setting without the Provider's written consent, placement or other approval in the event of an emergency, sickness, substance abuse or other issue. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting.

D. Provider agrees to notify Agency when children are evicted when any child placed in a residential facility or dies in the location immediately or within a written 14-day period through the procedure established in the Agreement.

E. Notwithstanding to the Agency of critical business need, immediately through the procedure established in the Agreement. Critical business need shall be defined as the Ohio Administrative Code that is applicable to the licensed or certified program (RC 3103.02, 3103.03, 3103.04, 3103.05, 3103.06, 3103.07, 3103.08, 3103.09, 3103.10, 3103.11, 3103.12, 3103.13, 3103.14, 3103.15, 3103.16, 3103.17, 3103.18, 3103.19, 3103.20, 3103.21, 3103.22, 3103.23, 3103.24, 3103.25, 3103.26, 3103.27, 3103.28, 3103.29, 3103.30, 3103.31, 3103.32, 3103.33, 3103.34, 3103.35, 3103.36, 3103.37, 3103.38, 3103.39, 3103.40, 3103.41, 3103.42, 3103.43, 3103.44, 3103.45, 3103.46, 3103.47, 3103.48, 3103.49, 3103.50, 3103.51, 3103.52, 3103.53, 3103.54, 3103.55, 3103.56, 3103.57, 3103.58, 3103.59, 3103.60, 3103.61, 3103.62, 3103.63, 3103.64, 3103.65, 3103.66, 3103.67, 3103.68, 3103.69, 3103.70, 3103.71, 3103.72, 3103.73, 3103.74, 3103.75, 3103.76, 3103.77, 3103.78, 3103.79, 3103.80, 3103.81, 3103.82, 3103.83, 3103.84, 3103.85, 3103.86, 3103.87, 3103.88, 3103.89, 3103.90, 3103.91, 3103.92, 3103.93, 3103.94, 3103.95, 3103.96, 3103.97, 3103.98, 3103.99, 3104.00).

1) Emergency situations which are not limited to the following:

- Abuse (Mandated Reporter)
- Child Maltreatment (Child Abuse/Neglect)
- Death of Child
- Medical Emergency (Hospitalization or admission to a hospital)
- Substance Abuse (Hospitalization or admission to a hospital)
- Sexual Abuse (Hospitalization or admission to a hospital)
- Self-Harm (Hospitalization or admission to a hospital)
- Victim of a crime (Hospitalization or admission to a hospital)

F. The Provider also agrees to notify the Agency within twenty-four (24) hours, of any non-emergency situations for emergency situations which are not limited to the following:

- The filing of any law enforcement report involving the child
- When physical records are destroyed

G. Within the time frame of the emergency and non-emergency situations that is provided to the Agency within one (1) business day of the child's admission.

H. The Provider agrees to submit each child's assessment and treatment plan as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but not be limited to, education, a variety of other services, preparation for the child's community based school or educational setting, skills training, community service activities, independent living skills, if appropriate, and appropriate and appropriate community placement.

I. The Provider agrees to participate in joint planning with the Agency regarding notification to case plan services. Provider agrees that while the Provider may have input into the development of the case plan, the services and the CCA, any changes involving services or placement will be decided through mutual agreement and modification to the CCA. Provider agrees that Agency is the final authority in the process.

J. The Provider agrees to provide notice of removal of a child's placement in a minimum of 10 calendar days' notice, and to submit a discharge plan summary no later than 10 business days after the date of discharge in accordance with the applicable licensed or certified program (RC 3103.02, 3103.03, 3103.04, 3103.05, 3103.06, 3103.07, 3103.08, 3103.09, 3103.10, 3103.11, 3103.12, 3103.13, 3103.14, 3103.15, 3103.16, 3103.17, 3103.18, 3103.19, 3103.20, 3103.21, 3103.22, 3103.23, 3103.24, 3103.25, 3103.26, 3103.27, 3103.28, 3103.29, 3103.30, 3103.31, 3103.32, 3103.33, 3103.34, 3103.35, 3103.36, 3103.37, 3103.38, 3103.39, 3103.40, 3103.41, 3103.42, 3103.43, 3103.44, 3103.45, 3103.46, 3103.47, 3103.48, 3103.49, 3103.50, 3103.51, 3103.52, 3103.53, 3103.54, 3103.55, 3103.56, 3103.57, 3103.58, 3103.59, 3103.60, 3103.61, 3103.62, 3103.63, 3103.64, 3103.65, 3103.66, 3103.67, 3103.68, 3103.69, 3103.70, 3103.71, 3103.72, 3103.73, 3103.74, 3103.75, 3103.76, 3103.77, 3103.78, 3103.79, 3103.80, 3103.81, 3103.82, 3103.83, 3103.84, 3103.85, 3103.86, 3103.87, 3103.88, 3103.89, 3103.90, 3103.91, 3103.92, 3103.93, 3103.94, 3103.95, 3103.96, 3103.97, 3103.98, 3103.99, 3104.00).

K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's placement and will comply with the provisions of RC 3103.24-3103.25 as applicable to foster parents. Provider's contribution to the Agency shall be a child that is to be placed in care with the Provider.

L. The Provider agrees to provide independent living services as set forth in accordance with RC 3103.24-3103.25 for all children age 17 and above.

M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101.2-42-65 of the Administrative Code.

N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.

O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty (40) business days prior to the occurrence.

P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.

Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.

R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (e.g., FTM's, Treatment Team Meetings, IEP's, etc.).

Article VI. AGENCY RESPONSIBILITIES

A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3510, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1735, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or denying or delaying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.

B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.

C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.

D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.

F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to all formal meetings (e.g., SAs, court hearings, family team conferences, etc.).

G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned renews, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.

H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

I. The Agency represents:

- that it has adequate funds to meet its obligations under this Agreement;
- that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
- that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

1.546 PLACEMENT SERVICES

A. The Provider agrees to submit monthly invoices to the Agency for the services provided under this Agreement. The Provider shall be responsible for the collection of the invoices.

- 1) Provider's name, address, telephone number, fax number, e-mail, and the location number, the NE Provider number, applicable and historical Provider number, if applicable.
- 2) Billing date and the billing period.
- 3) Name of the child and date of birth and the child's name as recorded in the Agency's Information System (SACSIS) parent ID number.
- 4) Amount due and the Agency's ID number.
- 5) Agency's name and address and the Agency's parent ID number.
- 6) Billing procedures may include the procedures associated with the Agency's applicable and appropriate to the Agency and Provider:
 - a. Case Management, invoice administration cost.
 - b. Transportation, allowable reimbursement cost.
 - c. Transportation, allowable reimbursement cost.
 - d. Other direct services, allowable reimbursement cost.
 - e. Other costs, such as, transportation cost.
 - f. Other costs, such as, transportation cost.

B. Provider warrants and represents that each invoice submitted for payment is true and correct and that it is not duplicate and does not include any other services or public funds for the same child.

AGENCY'S RESPONSIBILITY FOR PLACEMENT SERVICES

- A. The Agency agrees to provide placement services to the child in accordance with the terms of this Agreement.
- B. In accordance with Article VI of this Agreement, the Agency shall be responsible for the provision of placement services to the child in accordance with the terms of this Agreement. The Agency shall be responsible for the provision of placement services to the child in accordance with the terms of this Agreement.
- C. In accordance with Article VI of this Agreement, the Agency shall be responsible for the provision of placement services to the child in accordance with the terms of this Agreement.
- D. In the event that the Provider maintains a case on behalf of the child, the Agency shall be responsible for the provision of placement services to the child in accordance with the terms of this Agreement.
- E. If the Agency is determined by the Agency to be in default of its obligations under this Agreement, the Agency may agree to pay for the day that a child is temporarily absent from the care of the Provider, as specified by the parties to this Agreement.
- F. The Agency agrees to pay for all physical, medical, dental, and behavioral health services, not covered by Medicaid or other third party payer, reported and billed to the Agency in accordance with the terms of this Agreement.
- G. The Agency agrees to pay the Provider for all services provided to the child in accordance with the terms of this Agreement, as specified, that have been provided and billed to the Agency in accordance with the terms of this Agreement.
- H. Agency reserves the right to withhold payment for any portion of the invoice if it receives a discrepancy notice. In such instances, the Agency shall withhold payment only for that portion of the invoice with which it disagrees. The Agency shall notify the Provider in writing within ten (10) business days of receipt. Discrepancies are resolved by the Provider upon receipt of a notice from the Agency within the specified time period as set forth in Article VII.
- I. This Agreement is conditional upon the availability of federal, state, or local funds appropriated or allocated for

payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

The Agency may elect to not make payment of any invoice received 60 business days after the last date in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for services rendered may be appealed in writing and will be part of the dispute resolution process contained in Article VIII.

ARTICLE IX. TERMINATION, BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than force majeure, or if Provider otherwise materially breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: (i) improper or inappropriate activities; (ii) loss of required licenses; (iii) actions, practices or behaviors that may result in harm, injury or neglect of a child; (iv) unethical business practices or procedures; and (v) any other event that Agency deems harmful to the well-being of a child; or (vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

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Article XI. PROVIDER PERFORMANCE COMPLIANCE REQUIREMENTS

1. The Provider agrees that it will, directly or through its authorized agents, comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

2. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

3. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

4. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

5. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

6. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

7. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

8. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

9. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

10. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

11. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

12. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

13. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

14. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

15. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

16. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

17. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

18. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

19. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

20. The Provider agrees to comply with all applicable laws, rules, regulations, orders, and policies of the State of Ohio, including but not limited to the provisions of the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Act, and the Fair Labor Standards Act.

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E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.

G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-338.

H. Provider certifies that it will:

- 1) Provide a copy of its license(s), certification, accreditation or a letter extending an existing license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
- 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an existing license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
- 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said license, accreditation or certification.

I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.

J. The Provider shall comply with Executive Order 11248, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11248, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.

K. Provider further agrees to comply with OAG 5101-9-2-01 and OAG 5101-9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP children through the use of an oral or written translator or interpretation services in compliance with this requirement, CHSs shall not be required to pay for such assistance.

L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).

M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.

O. Provider shall comply with the Small Business Job Protection Act (Public Law (P.L.) 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-302), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(g) of Title IV-E of the Act (42 U.S.C. 671(g)), and 45 C.F.R. 1336, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101.9-4-07 and OAC 5101.2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.

B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

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Article XII. RIGHTS AND OBLIGATIONS

- A. Provider agrees to submit to Agency a copy of this independent contract and its amendments with Ohio Revised Code section 3701.02.
- B. Upon request from the Agency Provider shall submit a copy of the most recent federal financial statement and related schedules filed with the Internal Revenue Service (IRS).
- C. Provider participates in the Title IV-E program. Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 45 CFR 112.42(a) & (b). Provider agrees that in the event a cost report is not timely filed, no subsequent child support payments to the Children's Family Service.
- D. If Provider participates in the Title IV-E program, an Agency Open Process Agreement shall be established by a certified public accountant for the Provider and signed in accordance with 45 CFR 112.42(b)(2). The procedures are established to verify the accuracy of such cost reportable information and to ensure the accuracy and timeliness of such cost reportable information. Any requirements or obligations of federal law to the Title IV-E Agency due to adjustment of cost reportable information shall be a result of or will, shall be resolved in accordance with 45 CFR sections 112.41, 112.44, and 112.42(d).
- E. Upon request from the Agency, the Provider shall submit a copy of the FSI 8871 and Agency Open Process.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the Kentucky OAC Sections and Publications:
 - 1) Rule 192.42(1) of the OAC: Reimbursement for basic care maintenance costs for child residential centers, group homes, residential houses, residential family facilities, and parent and family foster care facilities.
 - 2) Rule 192.42(2) of the OAC: Public child welfare agencies (PCSW) private child day care agencies (PCDA) Title IV-E cost reporting requirements, accreditation requirements, and related policy disclosure requirements.
 - 3) Rule 192.42(3) of the OAC: Child Support Agency Open Process Agreement.
 - 4) FSI 8871 Single Cost Report Instructions.
 - 5) For Public Agencies: OAR 124, Cost Principles for Non-Profit Organizations.
 - 6) For Public Agencies: OAR 124, Cost Principles for State, Local and Public Child Government.

Article XIII. GRIEVANCE AND DISPUTE RESOLUTION PROCESS

- A. In the event of a dispute in accordance with the provisions of this Agreement, the parties shall follow the procedures set forth below:
 - 1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within (10) business days of receiving the notice of a dispute, the parties shall file the dispute between the Agency and the Provider and attempt to resolve the dispute.
 - 2) If the parties are unable to resolve the dispute in (1) the highest official designee of the Agency shall make the final determination within thirty (30) business days, which will be controlling.
 - 3) Neither party will be deemed to have waived any other rights or remedies available to them by failing to participate in a complete file process.

Article XIV. AMENDMENTS

This Agreement and all exhibits hereto constitute the entire agreement and may be amended only with a written amendment signed by both parties. However, if it is agreed by the parties that any amendments to be made to this Agreement shall not be the complete modification of this Agreement, without the necessity of executing parties amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendments to this Agreement shall be in writing.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid.

- To Agency, to
 Madison County Department of Job and Family Services
 200 McKinley ST
 London OH 43140
- To Provider, to
 Buckeye Ranch, Inc.
 6865 Hoover RD
 Grove City OH 43123

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the legal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantee or other assurance as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way prohibits, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees, currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the conflicting interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.62, 2921.63.

Barrett Brothers T171084EA

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts described herein. Maintenance of the proper insurance to be described in this Agreement is a material part of the Agreement.

Provider agrees to purchase and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be provided by a company licensed to provide insurance in Ohio. Insurance shall be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the liability coverage and minimum limits:

A. Commercial general liability insurance policy with coverage described in the most current Insurance Services Office Commercial Form (CGL 011) or equivalent with limits of at least One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate and at least One Hundred Thousand Dollars (\$100,000) coverage per legal liability in damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Contractual liability;
4. Contractual liability coverage;
5. Sovereignty of contract;
6. Personal injury; and
7. Joint works as named insured (if applicable).

Endorsements to physical damage and the social relationship shall not be a minimum of One Hundred Thousand Dollars (\$100,000) per occurrence and One Hundred Thousand Dollars (\$100,000) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000) combined single limit, or all coverages, as well as third party liability. If the Agreement encompasses the transportation of the care of County services (such as but not limited to Agency resources) Contractor and Provider provide the service through those of the employee, liability coverage shall be provided. Provider shall purchase the liability insurance shall at least be the employee "NOW" insurance and provide coverage above and beyond "NOW" coverage. Provider agrees the business auto liability policy will be subject to provide the coverage.

C. Professional liability (error and omissions) insurance of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence and in the aggregate above the commercial general and business auto liability policies and containing the liability coverage:

1. Additional insured endorsement;
2. Pay or defend coverage;
3. Coverage of absolute and retro priority;
4. Contractual liability;
5. Product damage coverage (where applicable);
6. Aggregate cap when applicable to priority;
7. Care, custody and control - know how priority; and
8. Drop the claim.

The records of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be provided by Provider purchasing coverage for the full specified or any combination of sub-limits and amounts to be provided on behalf of the County and shall be maintained in accordance with General Liability, Business Auto Liability and Umbrella/Excess Liability requirements.

E. Workers Compensation Insurance of the liability to be provided by the Provider.

F. The Provider further agrees with the liability policies:

1. All policies, except workers compensation and professional liability, will include an additional insured for the Board of County Commissioners, and Agency and its respective officials, employees, agents, and subcontractors, liability for the Board of Commissioners if applicable. The additional insured endorsement shall be an A1200 or A101 form.
2. The insurance endorsement form and the certificate of insurance or form will be sent to the Agency Director/Designee. The insurance shall be through the Board of County Commissioners, and Agency and its respective officials, employees, agents, and subcontractors are not to be considered as a violation of any law, regulation or contract of the respective person, business and other business liability policies.
3. Each policy required by this section shall be endorsed to state that coverage shall not be provided or maintained if the provider fails to provide the policy within 30 days from the Agency Director.

or Designee.

4. Provider shall furnish the Agency with original certificates and amended endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation of any party involved in the subject of this Agreement, attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement (including, without limitation, by Provider, its subcontractors), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall issue that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or pled guilty to any violations contained in ORC 5153.111(B)(1), ORC 2918.24, and OAC Chapters 5101.2-5, 5101.2-7, 5101.2-48.

8. Interpretation of OMI

- 1) Any individual transporting OMI shall possess the following qualifications:
 - a. Prior to driving an individual to transport OMI, an initial satisfactory Bureau of Motor Vehicle (BMV) abstract from the State of Ohio for the state the Provider conducts its business or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained.
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio for the state the Provider conducts its business or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.

- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport OMI:
 - a. The individual has a current conviction of a felony or a misdemeanor;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of Section 4511.19 (Operating vehicle under the influence of alcohol or drugs - OVI or OVI+) of the Revised Code. If a third (3) or more conviction was recorded or pleaded guilty to in any violation within the three year immediately preceding the current violation.

9. Re-qualification

- 1) Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the re-qualification standards of OAC Section 5116.241-243, as follows:
 - a. If the Provider is seeking re-qualification for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the re-qualification standards of OAC 5116.241-243 have been met.
 - b. If the Provider is seeking re-qualification for any other individual serving Agency children, Provider must provide written verification from the individual that the re-qualification conditions in accordance with 5116.241-243 have been met.
- 2) The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. In the Agency's sole discretion to permit a non-qualified individual to work with, volunteer with or transport children.

10. Verification of Job or Volunteer Application

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in violation of this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL AND DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, public or private, federal, state or local levels, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within (7) business days of his notification should the Provider be placed on the Excluded Parties List during any term of the Agreement.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may constitute public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available to the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODF and any Ohio Child Support Enforcement Agency ("CSA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or administrative order for the withholding of a portion of OMI based pursuant to the applicable sections in CRC Chapters 5116, 5121, 5123, and 5124.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with CRC Section 5118.041. Such statement shall affirm under oath that the person with whom the contract is to be made was 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 the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract in which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation or subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire," or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to and by executing this Agreement hereby does assign to the Agency all such rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Madison County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

Barrett Brothers T171084EA

SIGNATURES OF PARTIES:

Provider:	<i>[Signature]</i>	Date	6-28-18
Printed Name	Buckeye Ranch, Inc.		
Agency:	<i>[Signature]</i>	Date	7/10/18
Printed Name	Madison County Department of Job and Family Services		

<i>[Signature]</i>	8-7-18	<i>[Signature]</i>	7-16-18
Madison County Commissioner	Date	Madison County Prosecutor	Date
<i>[Signature]</i>	8/7/18		
Madison County Commissioner	Date		
<i>[Signature]</i>	8-2-18		
Madison County Commissioner	Date		

Page 17 of 18

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

Barrett Brothers T171084EA

Subject: W.E. Roberts Ditch #117B- Ditch Hearing

The final hearing for the W.E. Robert Ditch # 117B took place on Tuesday, August 7, 2018 at 11:00 a.m.

Those Present

MADISON COUNTY COMMISSIONERS

W.E. Roberts #117B Final Ditch Hearing

July 24, 2018 - 11:00 a.m.

1. David Dine
2. Jeffrey A. Kennedy
3. Bob Seales
4. Steve + Daci Rohner
5. Tom Corrallo
6. Bryon Dhumc
7. Ken Koppa
8. Robert Stelchuga
9. Keith
10. Off Coleman
11. Mark A. Faust
12. 1) AB Ut
13. Kimi Starling
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

Subject: W.E. Roberts Ditch – Approved – Engineer

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to grant the prayer of petition for the W.E. Roberts Ditch #117B.

Form 3413

REPORT OF COUNTY ENGINEER

Revised Code, Sec. 101.19

In the Matter of the W.E. Roberts Ditch Extension Madison County Engineer's
Office,

Single County Ditch No. 117B

Madison County, Ohio

August 7, 2018

Petitioned for by Madison County Engineer's Office
and others.

Proceedings to: Evaluate, repair
and/or replace existing file system to
re-establish surface and subsurface
drainage and place drainage system
to be known as W.E. Roberts Ditch
Extension #117B on County
Maintenance.

To the Board of County Commissioners Madison County, Ohio:

The undersigned County Engineer, in obedience to the order of your Board, made on the 6th day of November, 2017, proceeded in the above matter, and visited the proposed location of said improvement and made the necessary survey for the proposed improvement, as found by the Commissioners, plans for structures, maps showing the location of the land proposed to be assessed, and profiles showing the cutting and gradient of the improvement, and made an estimate of the actual cost of the construction together with the cost of engineering and the cost of notices, publication and other incidental expenses, of said improvement; and set proper construction stakes, beginning at the upper terminus of the improvement, and noted the intersection of the line of the improvement with the apparent land boundaries of separate owners, township and county lines, natural land marks, road crossings, or other lines or marks; and took and noted necessary levels off the lines of the improvement for contour purposes, to determine the area, of the land subject to drainage, and to determine the extent of benefits to the land affected by the construction of the improvement.

I also established, at intervals of not less than one in each mile, in the most practical, permanent form, and in locations where destruction or disturbance is improbable, bench marks from which the original levels of the improvement can be established. The relation of the assumed elevation used by me in my work upon this improvement, to the established elevation

Of the geological survey of the United States, in the County, is as follows:

I also made a schedule of the work proposed to be done, showing the fall, the depth, the excavating to be done, the location of the permanent bench marks and their actual elevation above or below the base elevation used, the nature of the excavation, and the location of quicksand or rock, or other special features.

I also prepared a schedule containing the name of each owner of land, with a description of the land which I believe to be benefited by the proposed improvement, taken from the tax duplicates of the County, and have entered in said schedule the proximate number of acres benefited by the proposed improvement, and the amount that said land, in my opinion, ought to be assessed, according to benefits.

I also prepared proper working specifications for the construction of the improvement, including catch basins, retaining walls, size and kind of tile, and included an easement of sufficient width for permanent maintenance, etc.

I made estimates of the cost of excavating and of the cost of material and divided the construction of said improvement into such working sections as were deemed expedient.

The said survey, maps, profiles, plans, schedules, and reports are hereto attached and made a part hereof.

I hereby recommend the W.E. Roberts Ditch Extension maintenance district in which this improvement shall be placed, and I have included \$ 2,273.94 in the construction costs for the maintenance of said district for one year.

My estimate of the cost of the construction of said improvement is as follows:

Barndt, Barbara T171083MEA

Form 818

REPORT OF COUNTY ENGINEER

Revised Code, Sec. 103.03

In the Matter of the WE Roberts Ditch Extension Madison County Engineer's Office,

Single County Ditch No. 117B

Madison County, Ohio

August 7, 2018

Petitioned for by Madison County Engineer's Office
and others.

Proceedings to: Evaluate, repair and/or replace existing tile system to re-establish surface and subsurface drainage and place drainage system to be known as WE Roberts Ditch Extension #117B on County Maintenance.

To the Board of County Commissioners Madison County, Ohio:

The undersigned County Engineer, in obedience to the order of your Board, made on the 6th day of November, 2017, proceeded in the above matter, and visited the proposed location of said improvement and made the necessary survey for the proposed improvement, as found by the Commissioners, plans for structures, maps showing the location of the land proposed to be assessed, and profiles showing the cutting and gradient of the improvement, and made an estimate of the actual cost of the construction together with the cost of engineering and the cost of notices, publication and other incidental expenses, of said improvement; and set proper construction stakes, beginning at the upper terminus of the improvement, and noted the intersection of the line of the improvement with the apparent land boundaries of separate owners, township and county lines, natural land marks, road crossings, or other lines or marks; and took and noted necessary levels off the lines of the improvement for contour purposes, to determine the area, of the land subject to drainage, and to determine the extent of benefits to the land affected by the construction of the improvement.

I also established, at intervals of not less than one in each mile, in the most practical, permanent form, and in locations where destruction or disturbance is improbable, bench marks from which the original levels of the improvement can be established. The relation of the assumed elevation used by me in my work upon this improvement, to the established elevation

of the geological survey of the United States, in the County, is as follows:
I also made a schedule of the work proposed to be done, showing the fall, the depth, the excavation to be done, the location of the permanent bench marks and their actual elevation above or below the base elevation used, the nature of the excavation, and the location of quicksand or rock, or other special features.

I also prepared a schedule containing the name of each owner of land, with a description of the land which I believe to be benefited by the proposed improvement, taken from the tax duplicates of the County, and have entered in said schedule the approximate number of acres benefited by the proposed improvement, and the amount that said land, in my opinion, ought to be assessed, according to benefits.

I also prepared proper working specifications for the construction of the improvement, including catch basins, retaining walls, size and kind of tile, and included an easement of sufficient width for permanent maintenance, etc.

I made estimates of the cost of excavating and of the cost of material and divided the construction of said improvement into such working sections as were deemed expedient.

The said survey, maps, profiles, plans, schedules, and reports are hereto attached and made a part hereof.

I hereby recommend the WE Roberts Ditch Extension maintenance district in which this improvement shall be placed, and I have included \$2,273.94 in the construction costs for the maintenance of said district for one year.

My estimate of the cost of the construction of said improvement is as follows:

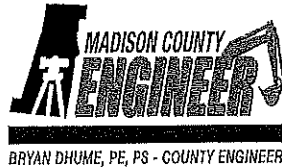
Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Bid Recommendation – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the bid recommendation and to approve the 2018 Deicing Rock Salt bid be awarded to Compass Minerals America, Inc. for the following amounts:

Delivery - \$89.65 per ton.

Picked-up - \$80.00 per ton.



MADISON COUNTY
COMMISSIONERS

2018 AUG -7 AM 11: 24

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

August 7, 2018

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

Re: Bid Recommendation - 2018 Deicing Rock Salt
Tuesday, July 31, 2018 at 11:30 A.M. – Bid Opening

Gentlemen:

I have reviewed the bids which were received and opened in your office at the above date and time and the bid tabulation is listed below:

Company	Bid - Delivered	Bid -- Picked Up
Detroit Salt Company	No Bid	No Bid
Cargill, Inc.	\$97.72 per ton	\$97.72 per ton
Compass Minerals America, Inc.	\$89.65 per ton	\$80.00 per ton
Morton Salt, Inc.	No Bid	No Bid

Therefore, I am recommending that your honorable board adopt a resolution awarding the bid to Compass Minerals America, Inc., 9900 W. 109th St., Suite 100, Overland Park, KS 66210, in the amounts of Eighty Nine Dollars and Sixty Five Cents (\$89.65) per ton Delivered, and Eighty Dollars and No Cents Picked Up, for 4000 tons total plus or minus 400 tons and enter into a contract for same. For your reference last year's awarded bid price was \$45.88 per ton.

In accordance with ORC 9.24, we have checked the Auditor of State's Unresolved Findings for Recovery Database. The Doug Dyer with Compass Minerals America, Inc. was not listed and we have retained the certified search confirmation page in the project file.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

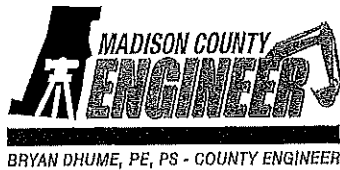
Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Bid Recommendation – Approved – Engineer

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to approve the bid recommendation and to approve the 2018 Monroe Township Paving Project to Cox Paving LLC for the following amounts:

Base Bid - \$181,867.50

Alternate Bid - \$178,547.50



MADISON COUNTY
COMMISSIONERS

2018 AUG -7 AM 11:31

3925 US 42 NE
LONDON, OHIO 43140
T: 740-852-8404 | F: 740-852-9530

August 7, 2018

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

Re: Bid Recommendation - 2018 Monroe Township Paving Project
Tuesday, July 31, 2018 at 11:00 A.M. – Bid Opening

Gentlemen:

Below is a tabulation of the bids received by your honorable board on the above date and time:

Company	Base Bid	Alternate Bid
Cox Paving LLC	\$181,867.50	\$178,547.50
The Shelly Company	\$192,888.00	\$187,708.00

Therefore, I recommend that your honorable board award the base bid to the low bidder as follows: Cox Paving LLC, 2754 US Hwy 22 SW, Washington Courthouse, OH 43160 in the amount of One Hundred Eighty One Thousand Eight Hundred Sixty Seven Dollars and Fifty Cents (\$181,867.50) and enter into a contract for same.

In accordance with ORC 9.24, I have checked the Auditor of State's Unresolved Findings for Recovery Database. Cox Paving LLC was not listed and we have retained the certified search confirmation page in the project file.

I hereby request that your honorable board adopt a resolution accepting the above recommendations.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

cc: File

CONTRACT

MADISON COUNTY
2018 MONROE TOWNSHIP PAVING COMMISSIONERS

2018 AUG -7 AM 11:32

WORK, LABOR, AND MATERIALS

THIS AGREEMENT, made and entered into this 2nd day of August, 2018, by and between the Board of Madison County Commissioners of Madison County, Ohio hereinafter designated as "First Party" and Cox Paving LLC, 2754 US Hwy 22 SW, Washington Courthouse, Ohio 43160, hereinafter designated as "Second Party".

WITNESSETH, THAT SAID "Second Party", for and in consideration of the sum of One Hundred Eighty One Thousand, Eight-hundred Sixty Seven Dollars and Fifty Cents (\$181,867.50) to be paid as hereinafter specified, hereby agrees to furnish unto said "First Party" all the necessary materials, and do all the work and labor required for the resurfacing of various roads in Plumwood in Monroe Township with hot mix asphalt concrete in accordance with the conditions of the proposal, plans, drawings, and specifications are hereby declared to be a part of this contract. Unit prices will be charged and paid as quoted in the final Bid Packet.

SAID "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanship manner, under the direction of the Madison County Engineer in charge, without hindrance or delay to any other branch or class of work on said improvement, and to work in harmony with and to render such assistance to other branches of work as their connection therewith and the progress of the improvement may require. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 31st day of October, 2018.

AND SAID "First Party", for and in consideration of the true and faithful performance of said work and labor and furnishings of said materials as aforesaid, hereby agrees to pay unto the said "Second Party" said sum of, One Hundred Eighty One Thousand, Eight Hundred Sixty Seven Dollars and Fifty Cents (\$181,867.50) upon the certificate of acceptance of the Madison County Engineer and as provided by law. IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at London, Ohio this 1th day of August, 2018.

Signed in The in presence of:

[Signature]
[Signature]

BOARD OF MADISON COUNTY
COMMISSIONERS
"First Party"

[Signature]
[Signature]
[Signature]

APPROVED:

[Signature]
Madison County Engineer

Signed in presence of:

[Signature]
[Signature]

COX PAVING LLC.
"Second Party"

[Signature]
By: Aaron Clutter

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

Subject: Farmland Preservation – Approved – Local Agricultural Easement Purchase Program (LAEPP)

Mr. Forrest moved per the request of Julia Cumming, Soil & Water Program Administrator, to approve the selection of the 2018 Clean LAEPP application in this year's funding round for Marian Fisher.

Sissy Wiseman

From: Cumming, Julia - NRCS-CD, London, OH [julia.cumming@oh.nadnet.net]
 Sent: Thursday, August 2, 2018 3:48 PM
 To: Sissy Wiseman (swiseman@coo.madison.oh.us)
 Cc: Rob Slane
 Subject: Second Round of Selection
 Attachments: Notice of selection round 2.doc

Dear Sissy,

Attached are the second round of selection letters for the farmland preservation program to be printed on letterhead and signed by the commissioners. The County has received additional funding (new total is \$1,460,716.00). Please note that the first landowner is a full offer and the second landowner has agreed to a partial offer based on remaining available funds. As before, please scan a copy of the letter for me and also include a return envelope to my office.

Again, I'm available to meet if there are any questions! Thank you for your time and assistance.

Yours truly,
Julia Cumming
 Program Administrator
 Madison Soil and Water Conservation District

Office: 740.852.4003 Option 3
 Cell: 614.307.4178

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MADISON COUNTY COMMISSIONERS

PO, P.O. Box 638	David Blazee
100 Main St., Coopersburg	Mark Forest
Lebanon, OH 45039	David Hester
741-889-2972	
741-885-5383 Fax	Kris Wisniewski, Chair

NOTICE (ACRP 2018)

August 1, 2018

Marion M. Fisher, Trustee
c/o David Fisher
1779 SR 38
Lebanon, OH 45039

Dea Leckowicz, Representative

Completion on the selection of year 2018 Clean Ohio Local Agricultural Easement Purchase Program ("LAEP") application in this year's funding period. Your application is now eligible to proceed to Phase 1, in accordance with Ohio Administrative Code (OAC) 1509.2-06.

This offer is based on the estimated housing needs. The purchase price of your agricultural easement is estimated to be \$75,000 (Seventy-Five Thousand Eight Hundred Forty-Five and 00/100 Dollars). This is a partial offer of the purchase price in year 2018 LAEP application, which the Madison County Commissioners share as \$34,012.00 on the farm that is 171.36 acres.

Per a review of this NOTICE:

1. Marion M. Fisher, Trustee, ("Landowner") acknowledges that the Madison County Commissioners will obtain, on the Ohio Department of Agriculture ("ODA") behalf, a title guaranty, attorney's certificate or title insurance as evidence of the fee to be conveyed.
2. Costs incurred by Madison County Commissioners for the above items will be reimbursed to the Madison County Commissioners through the title insurance company, as a source agent, at closing by deducting these costs from the Agricultural Easement purchase price. The 1% attorney's fee (reported to be \$750.00) to Madison SWCD will be based on actual purchase price and paid by check upon closing.
3. Madison County Commissioners will review the previously mentioned documentation for compliance with LAEP requirements, and if the Madison County Commissioners and ODA determine that the documentation is in compliance, Landowner will receive written notice that it has been selected to proceed to Phase 1, which consists of ODA and Landowner signing a Purchase Agreement.

- c. If, after costs are incurred by Madison County Commissioners for the above items, Landowner becomes ineligible for any reason or withdraws from receiving funding, Landowner shall be held completely responsible and shall reimburse Madison County Commissioners for all such costs.
- d. ODA may require that the property be surveyed by a duly licensed surveyor at Landowner's expense, if ODA determines that the boundaries of the easement property are not sufficiently described to enforce the easement or if a survey is required to record the easement.

2. Title to the application property shall not be subordinate to any other legal or equitable interest, the exercise of which would result in a conversion of the land from predominately agricultural use. Landowner shall provide subordination agreement(s) from any party that has a legal or equitable interest in the land identified in the application, or in the title search, that Madison County Commissioners and/or ODA determines is not conducive to keeping the land in agriculture.

NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of ODA before payment of the purchase price is permitted.

3. Landowner acknowledges that subdividing of an agricultural easement is prohibited. All parcels that make up the application property will be bound together by one permanent agricultural easement. In the future, if the land under easement is sold or transferred, all parcels must be conveyed as one unit and cannot be sold or transferred separately.
4. Landowner acknowledges that no additional house(s) may be added to the property if homes already exist. If no housing currently exists, landowner acknowledges that they will be permitted to reserve a home site for one future single-family residence.
5. Landowner acknowledges and consents that Madison County Commissioners may submit Landowner's application to the United States Department of Agriculture's ("USDA") Natural Resources Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement.
6. Landowner acknowledges that if Madison County Commissioners submits Landowner's application to US D A NRCS, compliance with the ACRP requirements will be required by the Landowner and Madison County Commissioners.
7. Landowner acknowledges that any award is public record and such information may be released to the media in accordance with the requirements of Ohio law.
8. Landowner acknowledges that any funding is contingent upon the availability of funds from the Clean Ohio Agricultural Easement Fund.

Burrell Brothers T171034EA

I, Leslowe further acknowledges that this Notice does not guarantee the receipt of funding, but is an agreement by Leslowe to abide by the terms of this Notice and proceed to Phase 3 of the Local Agricultural Element Purchase Program.

Secretary, 

Madison County Commissioner

CC: Ohio Department of Agriculture, (Office of Financial Services) (for review)

Marion M. Fisher Trust - LAEP 2018 Notice of Selection

All Landowners/Partners/Trustees must return this SIGNED NOTICE to Madison County Commissioners within 10 business days after the date of this Notice, if they desire to proceed to Phase 3. If no response is received within 10 business days, the application will not proceed to Phase 3.

If all landowners agree to proceed to Phase 3 of the application process, please sign and date below.

ACKNOWLEDGEMENT AND ACCEPTANCE

MY SIGNATURE INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE PROVISIONS, TERMS AND CONDITIONS ABOVE.

Signature: _____

Printed Name: Marion M. Fisher, Trustee

Date: _____

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

Subject: Farmland Preservation – Approved – Local Agricultural Easement Purchase Program (LAEPP)

Mr. Forrest moved per the request of Julia Cumming, Soil & Water Program Administrator, to approve the selection of the 2018 Clean LAEPP application in this year's funding round for Phillippi LLC.

MADISON COUNTY COMMISSIONERS

FR for FR	Paul Hesse
FR for R, Overlook	Mark Hesse
Wade for FR	Paul Foster
FR for FR	
FR for FR	Eric Krasner, Clerk

MINUTE
(8/7/18)

August 7, 2018

Phillippi LLC
SUD Group, LLC
West Chester, Ohio 43081

Don't forget to...

Congratulations on the selection of your FR for FR that has been approved for the Clean Ohio Farmland Preservation Program (LAEPP) application in this year's funding round. Your application is now eligible to proceed to Phase 1, acceptance with the Commission Clerk (MCC) by 8/10/18.

The purchase price of your agricultural easement is estimated to be \$100,000.00. This price is based on the average price of your FR for FR application, which the Madison County Commissioners have set at \$150.00/acre. This price may be adjusted if the actual acreage (if necessary) differs from what was submitted on your application.

Open course of this MINUTE:

1. Phillippi LLC ("Landowner") acknowledges that the Madison County Commissioners shall submit on the Ohio Department of Agriculture's ("ODA") behalf, this purchase price to participate in the easement purchase program to be approved.
2. Costs incurred by Madison County Commissioners for the above items will be reimbursed by the Landowner through the ODA's insurance program, as a means of offsetting the additional costs from the agricultural easement purchase price. The ODA's program fee is expected to be \$1,000.00. The Madison County Commissioners will be held in a public hearing and paid by check upon closing.
3. Madison County Commissioners will review the previously mentioned information for compliance with LAEPP requirements, and if the Madison County Commissioners and ODA determine that the information is in compliance, the Landowner will receive a letter of approval to proceed to Phase 1, which consists of ODA and Landowner signing a Purchase Agreement.

- c. If, after costs are incurred by Madison County Commissioners for the above items, Landowner becomes ineligible for any reason or withdraws from receiving funding, Landowner shall be held completely responsible and shall reimburse Madison County Commissioners for all such costs.
- d. ODA may require that the property be surveyed by a duly licensed surveyor at Landowner's expense, if ODA determines that the boundaries of the easement property are not sufficiently described to enforce the easement or if a survey is required to record the easement.

2. Title to the application property shall not be subordinate to any other legal or equitable interest, the exercise of which would result in a conversion of the land from predominately agricultural use. Landowner shall provide subordination agreement(s) from any party that has a legal or equitable interest in the land identified in the application, or in the title search, that Madison County Commissioners and/or ODA determines is not conducive to keeping the land in agriculture.

NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of ODA before payment of the purchase price is permitted.

3. Landowner acknowledges that subdividing of an agricultural easement is prohibited. All parcels that make up the application property will be bound together by one permanent agricultural easement. In the future, if the land under easement is sold or transferred, all parcels must be conveyed as one unit and cannot be sold or transferred separately.
4. Landowner acknowledges that no additional house(s) may be added to the property if homes already exist. If no housing currently exists, landowner acknowledges that they will be permitted to reserve a home site for one future single-family residence.
5. Landowner acknowledges and consents that Madison County Commissioners may submit Landowner's application to the United States Department of Agriculture's ("USDA") Natural Resources Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program – Agricultural Land Easement ("ACEP-ALB") program for the purchase of the Agricultural Easement.
6. Landowner acknowledges that if Madison County Commissioners submits Landowner's application to USDA/NRCS, compliance with the ACEP requirements will be required by the Landowner and Madison County Commissioners.
7. Landowner acknowledges that any award is public record and such information may be released to the media in accordance with the requirements of Ohio law.
8. Landowner acknowledges that any funding is contingent upon the availability of funds from the Clean Ohio Agricultural Easement Fund.

Burrell Brothers T1770834EA

9. Lessor or partner acknowledges that this Notice does not guarantee the receipt of funding, but is an agreement by Lessor(s) to abide by the terms of this Notice and proceed to Phase 3 of the Local Agricultural Easement Purchase Program.

Secretary, David Dhume
D. H. Hunter
M. Forrest

Madison County Commissioners

CC: Ohio Department of Agriculture, Office of Farmland Preservation (via email)

Phillippi LLC - LAEPP 2018 Notice of Selection

ALL Landowners/Partners/Trustees must return this SIGNED NOTICE to Madison County Commissioners within 10 business days after the date of this Notice, if they desire to proceed to Phase 3. If no response is received within 10 business days, the application will not proceed to Phase 3.

If all landowners agree to proceed to Phase 3 of the application process, please sign and date below.

ACKNOWLEDGMENT AND ACCEPTANCE

MY SIGNATURE INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE PROVISIONS/TERMS AND CONDITIONS ABOVE.

Signature: _____

Printed Name: James M. Phillippi

Date: _____

Signature: _____

Printed Name: James M. Phillippi II

Date: _____

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

Subject: Proclamation – Approved – DJFS

Mr. Hunter moved to approve the Proclamation for the month of August 2018 as Child Support Awareness Month.



Madison
County Department of
Job & Family Services

MADISON COUNTY
COMMISSIONERS

Steven Kalfas, Director

200 Mainway Street • London, Ohio 43140

(P) 740-852-4770 • (F) 740-852-4768

(T) 800-852-0243 • (T) 740-852-4770

2018 AUG -7 AM 10:14

Children Services • Child Support • Social Services • Income Maintenance • Workforce Development

RESOLUTION

WHEREAS, to improve the well-being of Ohio's families and to assist them with realizing their greatest successes, children need positive emotional and financial support.

WHEREAS, children rely on both parents to help them grow up safe and healthy as they strive to achieve their full potential.

WHEREAS, Ohio's Child Support Program will continue to reach out and share information by collaborating and building partnerships with people and organizations to support children and strengthen families.

WHEREAS, through the leadership of Madison County Child Support Enforcement Agency, we recognize the importance of educating our parents about the services that are available through Ohio's Child Support Program.

WHEREAS, the theme of this year's Child Support Awareness Month is "Support is Key". We applaud parents who are committed to the success of their children; therefore, during Child Support Awareness Month, we acknowledge and celebrate parents who provide positive emotional and financial foundations for their children.

NOW, THEREFORE, WE, Mark Forrest, David Dhume and David Hunter, Commissioners of Madison County, Ohio, do hereby designate, in conjunction with the State of Ohio,

AUGUST 2018
CHILD SUPPORT
AWARENESS MONTH

"Love and Support Complete the Child"

Date, County Seal


Mark Forrest


David Dhume


David Hunter

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

Subject: Resolution – Approved – Farm Service Agency

Mr. Forrest moved to approve the resolution commending Joe Howard for his years of service to the Farm Service Agency.

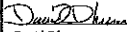
Resolution of Commendation
of
JOE HOWARD

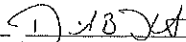
Whereas, the Farm Service Agency has provided programs and services to support farmers in the United States of America since 1930, with the Farm Service Agency in Madison County currently serving over 2500 farms, with over 4000 owners and operators;

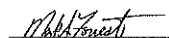
Whereas, Joe Howard served as the County Executive Director of the Madison County Farm Service Agency for forty-one and a half years, serving thousands over the years, and consistently performing his duties with the highest level of professionalism, dedication, and kindness to all members of the public.

Whereas, Joe retired from the Farm Service Agency on June 1, 2018, and remains highly respected and appreciated in Madison County for his dedicated service and hard work.

Therefore, be it resolved that the Madison County Commissioners hereby commend and thank Joe Howard for his years of service, and extend best wishes for good health and much happiness in the years to come.


David Dhume
Madison County Commissioner


David Hunter
Madison County Commissioner


Mark Forrest
Madison County Commissioner


Rob Slane
Madison County Administrator

Presented this Seventh day of August ~ Two Thousand Eighteen
Madison County Courthouse, London, Ohio

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

Subject: Resolution – Approved – Dog Tag Fees

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

Pursuant to ORC: 955.14 the Commissioners moved to amend last year's increase of dog tag registration fees to \$1.00 to a \$2.00 increase for an annual dog tag based upon this code. The registration fee for a three year and life time dog tag is to remain the same and reflect the amendment of the monetary assessments to the ORC.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 10:42 a.m. for personnel issues.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to exit out of executive session at 10:55 a.m. No action was taken.

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

Subject: Appointment – Approved – Zoning

Mr. Hunter moved to appoint Matt Higgins, 2575 Highway U.S. Rt. 42 S.W. London, Ohio, as a member of the Zoning Commission Board. Effective August 7, 2018 to August 7, 2023.

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

Subject: Meeting Request – Approved – Engineer

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

Marin Bradley and Chris Yoder to "Urbana Landscape Pest Management".
September 5, 2018 in Columbus, Ohio. Cost \$190.00.

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

Bureau Business T1710848EA

Subject: Publication – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the publication for the CHIP Program.

8/7/18

From: Wayne Hunter (w.hunter@madisoncountyohio.gov)
Sent: Thursday, August 2, 2018 10:19 AM
To: Whitaker Wright
Cc: Forrest, Whitaker
Subject: CHIP Program

OL
Per
Wayne

From: Whitaker Wright (w.wright@madisoncountyohio.gov)
Sent: Thursday, August 2, 2018 10:58 AM
To: Wayne Hunter
Cc: Forrest, Whitaker
Subject: CHIP Program

Wayne

As discussed for the CHIP Program, please let me know if you have any questions.

More details on the CHIP Program are available at www.madisoncountyohio.gov/CHIP. If you have any questions, please contact the CHIP Office at (614) 453-1382.

CHIP is a federal loan program that provides financial assistance to homeowners.

Thanks

Whitaker Wright
County Development Director
1000 Madison County Parkway
London, Ohio 43140
(614) 453-1382

Madison County CHIP Program

The Madison County and City of London
CHIP Program

The CHIP Program has funds to assist low and moderate income homeowners with home repairs. The County CHIP program is offering:

- Home Repair Grant: Funds are available to help homeowners in London and in the County to repair one or two major health and safety problems in their homes. Home Repair assistance is a 100% grant.
- Private Owner Rehabilitation Loan: Funds are available to help homeowners in London and in the County bring their homes up to code. CHIP Home Rehabilitation assistance is no interest, deferred, 100% forgivable five-year loan.

CHIP Program assistance is provided to correct health and safety problems in the home, as determined by the CHIP Program. It is not permitted to make cosmetic changes or upgrades to the home. CHIP Program assistance is based on the cost of the project. If the project is greater than the maximum allowed under the grant, assistance will not be possible.

Please contact the Madison County CHIP Office to obtain additional information. Madison County's CHIP Office is located at:

Madison County Airport
1281 US 40 SW
London, Ohio 43140
937-218-1382
Office Hours are Friday, 10:00 am to 1:00 pm

The Madison County's CHIP Office mailing address is:

Madison Co. CHIP Program
P.O. Box 437
London, Ohio 43140

Program Ad

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

Subject: Advertising – Approved – Commissioners

Mr. Hunter moved to approve the advertising for the new position for the Human Resource Specialist.

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

Subject: Personnel Action – Approved – Sanitary Sewer

Mr. Hunter moved to approve the personnel action for the following:

Ryan Rose from seasonal employment to full time employment for the Wastewater Technician position. Effective August 27, 2018.

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

Subject: Personnel Action – Approved – Job & Family Services

Mr. Hunter moved to approve the personnel action for the following:

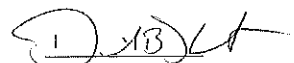
Cancel appointment for the seasonal summer help for:

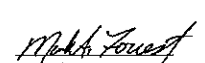
Addison Conley, Student Help. Effective July 21, 2018.

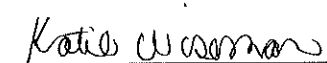
Ellie Shoemaker, Student Help. Effective August 11, 2018.

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


David Dhume


David Hunter


Mark Forrest

ATTEST: 
Katie Wiseman