

Commissioners Journal # 87 Page 397

January 22, 2018

Subject: Bills - Approved - Madison County

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

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

Subject: Transfer - Approved - DJFS

Mr. Forrest moved per the request of Sherry Baldwin, Family & Children Fiscal Officer, to approve the transfer for the following:

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$2,512.00.

Transfer to: Department FC (7048-0000-4-0300) in the amount of \$2,512.00.

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$8,326.00.

Transfer to: Dept. Family Services (7049-0000-4-0300) in the amount of \$8,326.00.

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$1,000.00.

Transfer to: Dept. Family Services (7049-0000-4-0100) in the amount of \$1,000.00.

Transfer from: Family Council FCSS Contract Services (7047-T890-5-0140) in the amount of \$5,992.00.

Transfer to: Dept. FCSS (7055-0000-4-0100) in the amount of \$5,992.00.

Madison County Commissioners

Department: Madison County Dept Family and Children
 Date: 1/22/2018 2018 JAN 19 PM 3:10

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by _____ and seconded by _____
 to approve the following transfer (s):

From:	Family Council	7040	Contract Services	7040-T890-0140
To:	Department FC	7048	Revenue Account	7048-0000-40300
		Amount: \$	2,512.00	
From:	Family Council	7040	Contract Services	7040-T890-0140
To:	Dept. Family Services	7049	Revenue Account	7049-0000-40300
		Amount: \$	8,326.00	
From:	Family Council	7040	Contract Services	7040-T890-0140
To:	Dept. Family Services	7049	Revenue Account	7049-0000-40100
		Amount: \$	1,000.00	
From:	Family Council FCSS	7047	Contract Services	7047-T890-0140
To:	Dept. FCSS	7055	Revenue Account	7055-0000-40100
		Amount: \$	5,992.00	

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

Total \$ 17,830.00

Roll call vote resulted as follows:

David Dhume NOT PRESENT
 Mark Forrest
 J. Hunter

Originator: SJB
 Date: 1-22-18

Requester Acknowledgment: I have reviewed the above-mentioned accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): 1-19-18

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

Subject: Transfer – Approved – Prosecutor

Mr. Forrest moved per the request of Steve Pronai, Prosecutor, to approve the transfer for the following:

Transfer from: Prosecuting Attorney DRETAC (2061-AAA7-5-0046) in the amount of \$3,000.00.

Transfer to: General Fund Miscellaneous (1000-0000-4-4200) in the amount of \$3,000.00.

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

Subject: Appropriation – Approved – Prosecutor

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

Appropriate: Prosecutor Employee Salary (1000-A01E-5-0020) in the amount of \$3,000.00.

MADISON COUNTY
PROSECUTOR'S OFFICE

MEMORANDUM

*Madison County Commissioners
2018 JAN 22 AM 9:07*

TO: Madison County Commissioners
FROM: Stephen J. Pronai
DATE: January 22, 2018

Please transfer budgeted monies from the Prosecuting Attorney's DRETAC account (#2061-AAA7-50046) to General Fund Miscellaneous (#10004200), and from General Fund Miscellaneous to the following line item for the Prosecuting Attorney's Office:

Employee Salary 1000-A01E-50020 \$3,000.00

Please approve a lump sum payment of \$3,000.00 to Nicholas A. Adkins, Chief Prosecuting Attorney. The undersigned inadvertently omitted the additional \$3,000.00 increase in the annual budget.

APPROVED BY:

Stephen J. Pronai
Stephen J. Pronai
Prosecuting Attorney
Madison County, Ohio

cc: Jamie Kemper/Deb Cress

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

Bureau Brochure EPN11218

Subject: Decrease PO – Approved – Sheriff

Mr. Forrest moved to approve to decrease Vehicle Acquisition (1000-A01A-5-0053) PO#1552 in the amount of \$75,000.00.

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

Subject: Transfer – Approved – Sheriff

Mr. Forrest moved per the request of Jim Sabin, Sheriff, to approve the transfer for the following:

Transfer from: Humane Society (1000-A06C-5-0200) in the amount of \$14,500.00.

Transfer to: Dog & Kennel (2012-0000-4-0010) in the amount of \$14,500.00.

Transfer from: Vehicle Acquisition (1000-A01A-5-0053) in the amount of \$75,000.00.

Transfer to: Vehicle Acquisition (4030-0000-4-0010) in the amount of \$75,000.00.

Transfer from: EMG/EMPG (1000-A01A-5-0052) in the amount of \$69,957.60.

Transfer to: EMG/EMPG (2030-0000-4-0010) in the amount of \$69,957.60.



Madison County Sheriff

James P. Sabin
Post Office Box 538
London, Ohio 43140

County #11 Box Emergency 144-8212 Address 743 693 1312 FAX 143-143-7118

January 22, 2018
Madison County Commissioners
Budgeted Annual Transfers

With the approval of 2018 budgets, I am requesting the following Commission transfers as indicated:

From 1000-A01A-5-0053	To 2012-0000-40100 Dog & Kennel	Amount
1000-A01A-5-0053	4030-0000-40100 Vehicle Acquisition	\$ 75,000.00
1000-A01A-5-0052	2030-0000-40100 EMG/EMPG	\$ 69,957.60

Please contact me with any questions.

Respectfully Submitted,

[Signature]
James P. Sabin

Approved: Mr. Dhume - 1-22-18
David Dhume

[Signature]
David Dhume
[Signature]
David Hunter

Dated: January 22, 2018

Madison County Sheriff's Office

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

Subject: Resolution Revision – Approved – 2018 Budget Outside General Fund

Mr. Forrest moved to approve the revised resolution for the 2018 budget outside General Fund.

Expense Budget Worksheet

Madison County, Ohio
 Fiscal Year 2018
 12/31/2017 - 12/31/2018

Line Item	2017	2018	2019	2020	2021	2022
PERSONNEL						
PERSONNEL SERVICES	100	100	100	100	100	100
PERSONNEL SUPPLIES	100	100	100	100	100	100
PERSONNEL TRAVEL	100	100	100	100	100	100
PERSONNEL UNEMPLOYMENT	100	100	100	100	100	100
PERSONNEL RETIREMENT	100	100	100	100	100	100
PERSONNEL HEALTH	100	100	100	100	100	100
PERSONNEL LIFE	100	100	100	100	100	100
PERSONNEL DENTAL	100	100	100	100	100	100
PERSONNEL VISION	100	100	100	100	100	100
PERSONNEL OTHER	100	100	100	100	100	100
PERSONNEL TOTAL	1000	1000	1000	1000	1000	1000

Resolution

Madison County, Ohio
 Fiscal Year 2018
 12/31/2017 - 12/31/2018

Line Item	2017	2018	2019	2020	2021	2022
PERSONNEL						
PERSONNEL SERVICES	100	100	100	100	100	100
PERSONNEL SUPPLIES	100	100	100	100	100	100
PERSONNEL TRAVEL	100	100	100	100	100	100
PERSONNEL UNEMPLOYMENT	100	100	100	100	100	100
PERSONNEL RETIREMENT	100	100	100	100	100	100
PERSONNEL HEALTH	100	100	100	100	100	100
PERSONNEL LIFE	100	100	100	100	100	100
PERSONNEL DENTAL	100	100	100	100	100	100
PERSONNEL VISION	100	100	100	100	100	100
PERSONNEL OTHER	100	100	100	100	100	100
PERSONNEL TOTAL	1000	1000	1000	1000	1000	1000

1000
1000
1000

Barrett Brothers 11702564LD

Jan. 22. 2018 10:08AM

No. 4387 P. 3



Madison County Sheriff

James P. Sabin

Post Office Box 558

London, Ohio 43140

Emergency 911 Non-Emergency 740-452-1212 Business 740-452-1332 FAX 740-452-7123

January 21, 2018

Bryan Dhume
Madison County Engineer

Bryan,

The weight and traffic enforcement position is a full time position for the year 2018.
The expenses for the year are as follows:

Salary:	\$ 56,410.00
PERS:	\$ 10,163.87
Workers Comp:	\$ 913.84
Med. Care:	\$ 817.95
Health Ins:	\$ 18,044.28 (family, medical, dental, vision)
Total:	\$ 86,339.94

Please remit to the Madison County Sheriff, Rotary. I will disburse the funds to their appropriate line items. Feel free to contact me with any questions.

Sincerely,

James P. Sabin
Sheriff

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

Subject: Drawdown – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the drawdown in the amount of \$57,169.00.

Sissy Wiseman

From: whitaker.wright [whitaker.wright@sbcglobal.net]
Sent: Wednesday, January 17, 2018 12:29 PM
To: Sissy Wiseman
Cc: Jamie Kemper; Jennifer Hunter
Subject: Madison County 2016 CDBG Program Draw 2
Attachments: madison 2016 CDBG DD 2.pdf; madison 2016 CDBG Cash Record DD 2.pdf

Sissy -

Attached is the second draw for the 2016 CDBG grant, along with a copy of the cash record showing the sources and uses of the funds.

Please ask the Board to approve the draw. Keep a copy for the County's files and return the signed original to me. I will send to the State.

A hard copy of the draw and associated invoices will go out to you in the mail,

Whitaker

Whitaker W. Wright, Senior Planner
CDC of Ohio, Inc.
Community Development Consultants of Ohio
1016 S. High Street | P.O. Box 06247 | Columbus, Ohio 43206-0247
P. (614) 445-8373 | F. (614) 445-9431 | E. cdc@ohio@sbcglobal.net

Burnett-Barnham T1702598LD

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

Madison County
Commissioners
2018 JAN 18 AM 7:42

Agency/Division	Madison County	Project/Activity	2018-18-1
Project/Activity	2018-18-1	Project/Activity	2018-18-1
Project/Activity	2018-18-1	Project/Activity	2018-18-1

Year	Month	Activity	Amount	Balance
1	1	2018-18-1	10,000	10,000
1	1	2018-18-1	10,000	0
1	1	2018-18-1	10,000	0

Signature of Applicant: [Signature]

Signature of County Engineer: [Signature]

Date: 1/18/18

CDC OF OHIO OGD Programs CASH DRAWDOWN RECORD

Program Type / Administrator	Name and Address of Grantor
2018-18-1 OGD Program	Madison County
Whitaker W. Wright	Madison County Courthouse London, Ohio 43140
FTH Number: 316402016	
SENT TO CO:	Community Number: 188
CO SIGN:	Grant Drawdown No.: 2
FUNDS RECD:	Invoice No.: 2

Grant Number	Project No. / Activity Name & No.	Activity Budget	Amount of This Draw	Cumulative Amount Drawn	Balance
84-18-188-1	1(1) London Flood and Drainage	\$5,700	\$0	\$5,700	(\$5,700)
84-18-188-1	2(1) Fair Housing	\$1,500	\$0	\$0	\$1,500
84-18-188-1	2(2) General Administration	\$22,500	\$8,600	\$22,000	\$500
84-18-188-1	3(1) London Sewer Facilities Improv.	\$25,300	\$0	\$25,300	\$0
84-18-188-1	4(1) County Clearance	\$55,000	\$47,189	\$43,144	\$16,856
TOTAL:		\$120,000	\$55,689	\$104,284	\$15,716

Total of This Draw: \$55,689

4(1) Clearance	Freight Encumbrance Invoice	\$43,016
4(1) Clearance	Co. Engineer Reimbursement	\$4,153
2(1) Fair Hb.	Contract Item 8: County Fair Housing Program	\$1,600
2(2) Admin.	Contract Item 7: Wage Compliance	\$2,600
2(2) Admin.	Contract Item 8: General Administration	\$5,000
		\$57,169

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

Subject: Contract – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the contracts for ACT lead services, LMHA's rental assistance services, and CDC of Ohio's administrative services.

MADISON COUNTY
CONTRACT FOR PROFESSIONAL SERVICES
FY 2011 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

This contract entered into on the 21st day of January, 2011 by the Madison County Board of Commissioners, party of the first part, (hereinafter referred to as the "County"), and CDC of Ohio, party of the second part, (hereinafter referred to as the "Contractor"), located at P.O. Box 63041, Columbus, Ohio.

WITNESSETH THAT:

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

ARTICLE I
EMPLOYMENT OF THE CONSULTANT

- 1) The County agrees to engage the Contractor for the Compensation set forth in Article III and the Contractor agrees to perform the services described in Article II, according to the terms set forth herein.
- 2) The Contractor will comply with all applicable laws of the State of Ohio and Federal Government, to the extent not specifically set forth herein.
- 3) The effective date of this Contract shall be the same date as the official program start date and release of funds as designated by the Ohio Department Services Agency, Office of Community Development.
- 4) This Contract is contingent upon receiving an official, approved Grant Agreement from the Ohio Department Services Agency, Office of Community Development.

ARTICLE II
SCOPE OF SERVICES

The Contractor shall provide the following Scope of Services under the supervision and direction of the Madison County Board of Commissioners. The Contractor shall report directly to the Board of Commissioners and Stacy Winters, Clerk of the Board. The County's designated representative, David Hughes, will be responsible for attending all meetings, especially all completed tasks to verify work completed, authorize all change orders and final payment request.

1. CHIP Application

An application for FY 2011 Community Housing Impact and Preservation (CHIP) Program for Madison County shall be prepared by CDC of Ohio in sufficient time to meet ODC's scheduled requirements. Work pertaining to preparing the application shall include the following:

- Study of CHIP Application Requirements
- Attendance at CHIP Workshops

Madison County FY 2011 CHIP Contract Page 1

- Attendance at Public Hearings as required
- Work with the Madison County EAC to determine Housing Needs and Best Use of CHIP Funds.
- Work and Meet with Support Agencies to Coordinate Program Activities
- Prepare Community Housing Impact and Preservation Program Application and Submit to ODC by FY 2011 CHIP deadline

2. Start-Up Activities

- Citizen Participation Activities
- Tier 1 Environmental Review
- Flood Plain Review
- Historical Coordination & Provisions, as needed
- Revision of Program Policies and Guidelines Manual/Forms for Owner Home Repair Rehabilitation
- Revision of Program Policies and Guidelines Manual/Forms for Rental Rehabilitation
- Revision of TBRA Manual And Forms
- Work with Project Sponsors on Start-Up Coordination Activities
- Record System Establishment
- Financial Management System & Books
- Work with Housing Inspector on Program Activities
- Work with Case Processor on Program Start-Up
- Other Program and Public Start-Up Activities

3. Grant Administration Services

The CHIP Grant Administrator will be Whitaker W. Wright, Senior Planner. The supervising Partner will be Amy Schockon, with other Consultant staff providing support services, as needed. The Grant Administrator will serve as the project representative on all administrative matters concerning application, amendments, monitoring, performance reports, workshops, audits, close-outs, etc. Specific services to be provided include, but are not limited to, the following:

- Continually Report to and Work with the County on Matters of Administering the Program
- Flood Plain Coordination
- Historical Coordination
- Fair Housing and E.R.O. Coordination
- Develops And Coordinates The Fair Housing Program, As Outlined In The Grant
- Citizen Participation Implementation
- Oversight of Financial Management in Coordination with the County Auditor
- Input data and general information into the ODC DCBAN System
- Preparation of Progress Reports
- Housing Relocation Counseling and Referrals
- CHIP Program Marketing and Promotion
- Supervision of Case Processors
- Supervision of Housing Inspector
- Coordination with Community Action
- ODC Monitoring Preparation and Assistance
- Grant Closeout Preparation and Oversight
- All other services as needed to implement CHIP program activities
- All other services as needed to assist County in meeting all CHIP rules and regulations
- Coordinates Projects with the City of London
- Coordinates Expenditure of Program Income with the County and the City of London
- Coordinates TBRA Activities With LMHA
- Oversees Administration of The TBRA Activity
- Coordination with Other Local Agencies

Madison County FY 2011 CHIP Contract Page 2

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5. Housing Inspection Services

Housing inspection services to be provided, but not limited to, the following:

- Establishment of Eligible Locations
- Obtain Required Permits
- Coordinate with SPO and Contractors for Timely Construction Review
- Inspect Progress and Develop Specifications in Conformance with the ODHHS
- Review Specifications and Plans
- Conduct All Documented Inspections
- Conduct Pre-Fin Work Through with SPO Contractors and Property Owner
- Attend All Progress and Review Meetings for Completion and Accuracy
- Conduct Technical Consultant Checks
- Conduct Periodic Inspections During Construction
- Advise Contractors Progress and Approve and Correctly Reportable
- Coordinate with Lead Inspector on Lead Paint and Chemical Analysis
- Attend and Participate in Final Inspection upon Completion of Work with Homeowner
- Help in Securing Repair and Rehabilitation Completion

6. Case Processing Services

Case processing services to be provided, but not limited to, the following:

- Local Council Review On Housing Rehabilitation and Repair Assistance And Other Programs
- Develop Housing Rehabilitation and Repair Applications
- Verify Eligibility of Applicants
- Process All Housing Rehabilitation and Repair Assistance Documents
- Responsible for Financial Management, Accounting, Financial Report, Accounting (Reimbursements)
- Coordinate Financial Management With County Auditor's Office
- Maintain Housing Rehabilitation and Repair Records
- Compliance with Fair Housing, Equal Housing Lending, Equal Employment Opportunity, Lead-Based Paint Hazard and Other Applicable Provisions
- Monitoring and Assisting in Housing Completion on CHIP Matters
- Assist in Property Rehabilitation Program Reports
- Responsible for Financial Management, Accounting, Financial Report, Accounting (Reimbursements)
- Maintaining All CHIP Records

7. Fair Housing Services

The CHIP Administrator will oversee the grant's Fair Housing Services. Fair Housing Services to be provided include, but are not limited to, the following:

- Develop and Conduct the Fair Housing Program, As Outlined in the Grant
- Develop and Appoint Material For The Fair Housing Education Outreach Program
- Monitor and Maintain Stock of Materials For The Fair Housing Education Outreach Program

**ARTICLE III
PAYMENT OF FEES**

The County shall pay the Contractor an amount of approximately \$135,000 for the services to be provided under Article II. Payments for such services shall be made upon completion of work or performance in accord with the following schedule:

Service	ACTIVITY				
	Total Fee	Admin	Home Repair	Private Rehab	Resid Rehab
A) ADMINISTRATIVE COSTS					
1) CHIP Application	\$8,000	\$8,000	-	-	-
2) Staff-Hour Upon execution of OGD Grant Agreement, Financial Setup, Pre-Construction Meeting, Program Promotion, Outreach Strategy Activities, and Operation of CHIP Office	\$6,200	\$6,200	-	-	-
3) Fair Housing Activities Upon Completion of Fair Housing Services	\$1,000	\$1,000	-	-	-
4) General Grant Administration Upon Completion of Financial Management, Performance Reporting, Coordination with OGD and County Commissioners, Public Information Assistance, and other related overall Administrative Activities for all projects. To be billed at three (3) month intervals. Final Payment will not be made until such time completed.	\$9,000	\$9,000	-	-	-
Sub-Total Administrative Costs	\$34,200	\$34,200	-	-	-
B) DIRECT HOUSING COSTS (Case Processing and Housing Inspection Services, as outlined in Article II, Items 4 & 5 of this Agreement) Upon verification of successful eligibility, completion of work, repairs, building, and completion of treatment:					
Home Repair Approximately 12 Units @ \$2,500 per Unit	\$30,000	-	\$30,000	-	-
Private Owner Rehabilitation Approximately 7 Units @ \$3,000 per Unit	\$21,000	-	-	\$21,000	-
Resid Rehabilitation Approximately 3 Units @ \$5,000 per Unit	\$15,000	-	-	-	\$15,000
Sub-Total Direct Housing Costs	\$66,000	-	\$30,000	\$21,000	\$15,000
C) TOTAL FEES	\$100,200	\$34,200	\$30,000	\$37,000	\$15,000

Note: \$2,000 in grant administrative funds have been earmarked for advertising and office expenses.

These fees are based on achieving the goals listed. The Direct Housing Costs will be charged to individual units and the total amount paid will correspond to the actual number of units completed.

ARTICLE IV
TERMS AND CONDITIONS

- 1) **Termination of Contract for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall reserve the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, plans, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the County, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- 2) **Consultant Liability.** It is hereby recognized that the Consultant serves solely in an advisory capacity to the County and as such can only provide recommendations to the County in accordance with applicable Federal and State regulations. The County is responsible for making all final decisions relative to the CHP program, regardless of input provided by the Consultant. The Consultant, therefore, shall be indemnified from any and all liability that may arise as a result of any action or inaction under this Contract or for any failure on the part of the County to observe, enforce, or other regulations or requirements of any governmental authority, Federal, state or local.
- 3) **Changes.** The County may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this Contract.
- 4) **Personnel.**
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have contractual relationship with the County. The Housing Inspector has a subcontracted relationship with the Consultant.
 - b. All of the services required hereunder will be performed by the Consultant or under the Consultant's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

- c. Notice of the work or services covered by this Contract, other than housing inspection shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
- 5) **Assignability.** The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County Director. Provided, however, that claims for money by the Consultant from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
- 6) **Reports and Information.** The Consultant, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 7) **Records and Audits.** The Consultant shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the County.
- 8) **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
- 9) **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of the Consultant.
- 10) **Compliance with Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of this State and local governments in performing any of the work embraced by this Contract.
- 11) **Equal Employment Opportunity.** During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, handicap, sexual orientation or military status. The Consultant will take

Barrett Brothers 11702596LD

affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, marital status, handicap, sexual orientation or military status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County which state the provisions of this non-discrimination clause.

- k. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, marital status or handicap.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Consultant will comply with all provisions of Executive Order 11461 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11461 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Consultant's non-compliance with the non-compliance clauses of this Agreement or with any of such rule, regulation or order, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11461 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Consultant will include the provisions of paragraphs (k) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11461 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the County may direct as a

means of enforcing such provisions including cessation for non-compliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- 12) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 13) Section 109 of the Housing and Community Development Act of 1974.
 - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 14) "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 42 U.S.C. 1701a. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 155, and all applicable rules and orders of the Department issued thereafter prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor when it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereafter prior to the execution of this contract, shall be a condition of the federal financial assistance provided to the project. Nothing upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractor, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15) Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract.

16) Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract.

17) Interest of Consultant and Employees. The Consultant certifies that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further certifies that in the performance of this Contract, no person having any such interest shall be employed.

18) Lobbying. The Consultant certifies to the best of his or her knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the making of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

c. The Consultant shall require that the language of this certification be included in the award documents for all subawards at all times (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

19) Records. The Consultant shall maintain project records for a minimum of three years.

20) Prayer Efficiency. The Consultant will comply with the efficiency requirements of 24 CFR 85.35 (f)(13).

21) Insurance. The Consultant agrees to provide evidence of general liability insurance to the County, and name the County as an additional insurer.

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

MADISON COUNTY BOARD OF COMMISSIONERS

[Signature]
David Boone, President

CONSULTANT
CDC OF OHIO

[Signature]
John C. Carter, Partner

Barnett Brothers T1702896LD

CERTIFICATE OF COUNTY ATTORNEY

ATTEN:

I, the undersigned, _____, do hereby certify and attest that _____

I have examined the enclosed instrument and the records of said county, and in all the records that the enclosed agreement has been duly executed by the proper parties thereto...

Signature Date

CERTIFICATE OF COUNTY FINANCIAL OFFICER

ATTEN:

I, _____, Madison County, hereby certify that the money to meet the contract has been lawfully appropriated for the purpose of the contract and it is in the power of said county to execute the same...

Signature Date

SEE:

Madison County CHIP Program Contract, Page 11

COORDINATION AGREEMENT LONDON METROPOLITAN HOUSING AUTHORITY AND MADISON COUNTY

MADISON COUNTY'S PY 2017 CHIP PROGRAM TENANT-BASED RENTAL ASSISTANCE PROGRAM

This Agreement, made as of January 22, 2018, by and between the Madison County Board of Commissioners, Madison County, Ohio, hereinafter designated the "County," and the London Metropolitan Housing Authority, hereinafter designated "LMHA," in consideration of their mutual promises made herein, the parties agree as follows:

The County and LMHA agree to a joint program that will provide rental assistance to income qualified households residing in Madison County. Tenant-Based Rental Assistance (HOME funds) will be available to eligible low income households (up to 60% CMI) for the purpose of helping the household cover the cost of renting a standard housing unit for a period of up to eighteen (18) months:

Table with 2 columns: Item, Amount. Total Grant Request: \$35,000; Rental Assistance: \$31,500; Implementation: \$3,500.

The intent of the program is to help to prevent homelessness and to promote self-sufficiency. All applications will be reviewed in accordance with the LMHA's program policies and guidelines. Households qualifying for tenant-based rental assistance will be provided such in accordance with the housing authority's normal housing voucher rating system. Applicants will be notified of their eligibility for assistance in writing after submission of all required information.

WITNESSETH THAT:

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

ARTICLE I EMPLOYMENT OF LMHA

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

1. The effective date of this Agreement shall be the same date as the official program start date and release of funds as designated by the Ohio Development Services Agency.

4. This Agreement is contingent upon receiving an official, approved final agreement from the Ohio Development Services Agency.

**ARTICLE II
SCOPE OF SERVICES**

LMHA agrees to provide the following services to the County:

- conduct periodic person or phone business reviews
- prepare need assistance applications
- review eligibility of applicants
- assist with priority rating of applicants
- assist applicants with identifying available units for the need assistance program, to the extent possible
- responsible for financial management, record keeping and financial reports and processing reimbursements for CHIP TBRA activities
- maintain TBRA program records and files
- assist in the distribution of personnel handbook, PSA's and other related material
- prepare need assistance agreements and related documents
- maintain compliance in TBRA program matters and assist in monitoring
- coordinate these activities under the guidance of the County's CHIP grant administrator
- respond to requests for assistance through the Tenant-Sector Rental Payment Assistance Program and monitor that the units meet Section 8 Housing Quality Standards
- respond, prepare, as needed, and document that the units meet Section 8 Housing Quality Standards

**ARTICLE III
PAYMENT OF FEES**

The County shall pay LMHA for the services to be provided. Payments shall be made according to the following payment schedule as applicable:

On Completion of the lease for each qualified household: \$1000

The County and LMHA anticipate existing fee schedules. The maximum rate of this Contract is \$1,500.00

**ARTICLE IV
JOB DURATION**

LMHA shall perform the services listed in Article II from the date of execution of this agreement through December 31, 2019, or the expenditure of all CHIP TBRA funds, whichever comes first. An extension to the December 31, 2019 completion date may only be possible if an extension request is approved by Madison County and the Ohio Development Services Agency.

**ARTICLE V
TERMS AND CONDITIONS**

- 1) **Termination of Agreement for Cause.** If, through any cause, LMHA shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if LMHA shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to LMHA of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by LMHA under this Agreement shall, at the option of the County, become its property and LMHA shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- 2) **Personnel.**
 - a. LMHA represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have an agentural relationship with the County.
 - b. All of the services required hereunder will be performed by LMHA or under LMHA's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- 3) **Assignability.** LMHA shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or covenant), without the prior written consent of the County thereto. Provided, however, that claims for money by LMHA from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
- 4) **Reports and Information.** LMHA, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

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- 7) **Records and Audit.** LMHA shall maintain accurate records including personnel, property and financial records, which shall be readily and accurately available for the County and shall be made available to any person authorized by the County to access records necessary for its project funds, both federal and non-federal funds. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the County.
- 8) **Timely Completion.** All of its reports, information, data, etc., prepared or assembled by LMHA under this Agreement are confidential and LMHA agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
- 9) **Copyright.** No report, map, or other document prepared in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of LMHA.
- 10) **Compliance with Local Laws.** LMHA shall comply with all applicable laws, ordinances and rules of this State and local governments in performing any of the work authorized by this Agreement.
- 11) **Equal Employment Opportunity.** During the performance of this Agreement, LMHA agrees as follows:
 - a. LMHA will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap status, marital status or sexual orientation. LMHA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap status, marital status or sexual orientation. Such action shall include, but not be limited to, the following: Recruitment, upgrading, promotion, transfer, reassignment or advancement, selection for layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. LMHA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
 - b. LMHA will, in all selections or assignments for employment made by or on behalf of LMHA, take all of the qualified applicants and receive consideration for employment without regard to race, creed, sex, color, national origin, handicap status, marital status or sexual orientation.
 - c. LMHA will cause the foregoing provisions to be inserted in all subagreements for any work covered by this Agreement so that such provisions will be binding

upon each subcontractor, provided that the foregoing provisions shall not apply to agreements or subagreements for standard commercial supplies or raw materials.

- d. LMHA will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. LMHA will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of LMHA's non-compliance with the non-compliance clauses of this Agreement or with any of such rule, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and LMHA may be declared ineligible for further Government agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. LMHA will include the provisions of paragraphs (a) through (g) in every subagreement or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. LMHA will take such action with respect to any subagreement or purchase order as the County may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event LMHA becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, LMHA may request the United States to enter into such litigation to protect the interests of the United States.
- 10) **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 11) **Section 109 of the Housing and Community Development Act of 1974.**
 - a. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17) "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- a. The work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 42 U.S.C. 1701a. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this agreement will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this agreement. The parties to this agreement certify and agree that they are under no agreement or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other agreement or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and

subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

- 13) Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement.
- 14) Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Agreement.
- 15) Interest of LMHA and Employees. LMHA covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. LMHA further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- 16) Lobbying. LMHA certifies to the best of its knowledge and belief that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of LMHA, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant, loan or cooperative agreement, LMHA shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and
 - c. LMHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreements under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- 17) Hold Harmless Clause. LMHA agrees to indemnify and hold harmless the County for any and all liability that may arise as a result of any work performed by LMHA. The

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County is only responsible for complying with the articles contained in its past agreement with the Ohio Development Services Agency, as well as the agreement herein.

BY TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals at their respective places.

MADISON COUNTY

DEPARTMENT OF PUBLIC SAFETY

[Signature]
Madison County Sheriff's Office

[Signature]
Madison County Sheriff's Office

CERTIFICATE OF COUNTY'S ATTORNEY

ATTEST:

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

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

Signature

Date

CERTIFICATE OF COUNTY AUDITOR

ATTEST:

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

Auditor

Date

SEAL:

CONTRACT BETWEEN MADISON COUNTY AND ATC FOR THE PROVISION OF LEAD HAZARD RISK ASSESSMENT SERVICES TO THE MADISON COUNTY FY 2017 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

This contract entered into on the 14th day of September, 2017, by Madison County, party of the first part, (hereinafter referred to as the "County"), and ATC Group Services, LLC, party of the second part, (hereinafter referred to as the "ATC"), located at 558-V Taylor Station Road, Columbus, OH 43224.

WITNESSETH THAT:

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

ARTICLE I
EMPLOYMENT OF ATC

1. The County agrees to engage ATC for the Compensation set forth in Article II and ATC agrees to perform the services described in Article II, according to the terms set forth herein.
2. ATC will comply with all applicable laws of the State of Ohio and Federal Government, the same as if specifically set forth herein.
3. This Contract is contingent upon receiving an official approved Grant Agreement from the Ohio Development Services Agency.

ARTICLE II
SCOPE OF LEAD HAZARD RISK ASSESSMENT SERVICES

ATC shall provide a Risk Assessor, licensed in the State of Ohio, to assist with the implementation of the CHIP Program including Private Owner Rehabilitation, Private Rental Rehabilitation and Owner Home Repair. The Lead Risk Assessor shall work under the supervision of the County's CHIP Grant Administrator, William W. Wright, and the ATC Project Manager.

ATC shall provide the following services:

- Conduct risk assessments of lead hazards on projects identified by the County's Housing Inspector within 48 hours of receiving a request, either verbally or in writing, from the County's CHIP Program. Initial surveys are not considered a hazard. Three copies of the report will be delivered to the County's CHIP Program within three weeks of completing the inspection.
- Conduct all appropriate client education as required by state and federal law.
- Work with the County's Housing Inspector to develop work specifications for projects that require lead risk assessment and, based on the findings of the risk assessment, meet lead-safe criteria Controls and lead-safe Remediation, Remediation and Rehabilitation work practices.
- Provide all necessary clearance-testing services for projects undergoing rehabilitation through the CHIP program using the laboratory selected by ATC, which is licensed and approved by the Ohio Department of Health, and be available to conduct clearance tests as needed.
- Provide the following administrative functions:
 - o ATC shall be the contracted designated agent in dealings with the Ohio Development Services Agency and the Ohio Department of Health regarding project related lead-based paint issues. This shall include representing the County in all aspects of lead-based paint risk assessment, specification writing, client education and clearance testing, reports to the Ohio Department of Health, and similar activities. ATC shall work for the County and shall report to the County's CHIP Administrator as often as needed and/or as requested in order to keep the CHIP Administrator informed and involved in all activities during the course of the project.
 - o ATC shall be responsible for preparing all project-related lead based documents, as required by state and federal law. ATC shall also be responsible for assisting in preparation and review of all documents pertaining to lead hazards that require or should involve the CHIP Administrator or County's administrative approval prior to circulation to the State or release to the public or news media.
 - o ATC shall be responsible for establishing a record keeping system for all aspects of lead risk assessments, specification writing, client education and lead clearance in accordance with rules and regulations. ATC shall be responsible for maintaining a reporting system, as required by the Ohio Department of Health.

Burrett Bookman 11762896LD

**ARTICLE III
PAYMENT OF FEES**

The County shall pay ATC for the services described in Article II. Payments shall be made according to the following payment and completion schedule:

Service	Rehabilitation	Home Repair (Up to 3 Rooms)
Risk Assessment, Client Education And Inspection Report	\$125.00	\$400.00
Specification Writing Base Cost	\$150.00	\$150.00
Clearance Testing (House equivalent 1 sample per room)	\$450.00	\$450.00
Additional Samples	\$15.00	\$15.00

No Access Fee: \$50.00 per hour plus mileage and expense

Additional compensation will be negotiated for larger dwelling units on a case by case basis. The above schedule includes all required labor, sampling, supplies, analytical fees, travel and incidentals. The "No Access Fee" will be charged if ATC is denied access to a dwelling unit during a scheduled appointment time.

ATC shall be required to maintain records, including daily time sheets, of all inspections and contact activities, which shall also be attached to the invoices from ATC to the County.

Payment of the above fees shall be made in a timely manner by the County, upon receipt of CHIP grant funds from the State of Ohio and in accord with the County's CHIP Financial Management Policies, with an adequate turnaround time of 30 - 60 days.

The County may, at times, ask ATC to perform related services outside of the scope of this contract. In these instances, compensation will be negotiated prior to commencing the additional work.

**ARTICLE IV
JOB DURATION**

ATC shall perform the services listed in Article II from the date of execution of this contract through October 31, 2019 or the completion of all CHIP work, whichever occurs

first. An extension to the October 31, 2019 completion date may only be possible if an extension request is approved by the County and the Ohio Development Services Agency.

**ARTICLE V
TERMS AND CONDITIONS**

1) Termination of Contract for Cause. If, through any cause, ATC shall fail to fulfill in timely and proper manner its obligations under this Contract, or if ATC shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to ATC of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by ATC under this Contract shall, at the option of the County, become its property and ATC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2) Personnel.

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

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

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

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

5) **Records and Audit.** ATC shall maintain accurate and complete tabular records, reports and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to ensure proper accounting for the project funds, both federal and non-federal share. These records shall be made available for audit purposes to the County or any authorized representative, and will be retained for three years after the expiration of this Contract unless provision is hereby made in part by the County.

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

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

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

9) **Lead Assessment Requirements.** During the performance of this Contract, ATC agrees as follows:

a) ATC will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, marital status, handicap, sexual orientation or military status. ATC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, marital status, handicap, sexual orientation or military status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. ATC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.

b) ATC will in all selection or advancement for employees placed by or on behalf of ATC, give first of qualified applicants and receive consideration in employment without regard to race, creed, color, sex, national origin, marital status, handicap, sexual orientation or military status.

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

d) ATC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e) ATC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f) In the event of ATCs noncompliance with the non-compliance clauses of this Agreement or with any of such rule, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and ATC may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) ATC will include the provisions of paragraphs (a) through (e) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. ATC will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event ATC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, ATC may request the United States to enter into such litigation to protect the interests of the United States.

10) **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Burrett Brothers TTY02698.D

1) Section 103 of the Housing and Community Development Act of 1984

a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

1) Section 7 (Conditions of the Provision of Housing Development and Public Open Space)

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 7 of the Housing and Urban Development Act of 1984, as amended. 42 U.S.C. 1437a. Section 7 requires that in the greatest extent feasible opportunities for training and employment be given to area residents of the project area and outside that area in connection with the project to be carried out by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 7 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are not to discriminate on other grounds which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his requirements under this Section 7 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will inhibit this Section 7 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action to prevent the subcontractor from failing to comply with this Section 7 clause in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor whose it has notice in knowledge that the latter has

been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

13) Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract.

14) Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract.

15) Interest of ATC and Employees. ATC covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. ATC further covenants that in the performance of this Contract, no person having any such interest shall be employed.

16) Lobbying. ATC certifies to the best of its knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of ATC, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

execution, or violation of any federal contract, grant, loan, or cooperative agreement.

b. If any funds under this federal appropriated funds have been paid or will be paid to any person for lobbying or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, AIC shall complete and submit Standard Form - 113, "Disclosure Form to Report Lobbying", in accordance with its instructions and

c. AIC shall require that the language of this certification be included in the event documents for all exhibits at all times (including subcontracts, subgrants, and contracts made grants, loans, and cooperative agreements) and that all subcontracts shall carry out federal authority.

d) Full Release Clause: AIC agrees to indemnify and hold harmless the County for any and all liability that may arise as a result of any work performed by AIC. The County is only responsible for complying with the orders contained in its grant agreement with the Ohio Development Services Agency, as well as the agreement herein.

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

MADISON COUNTY

AIC GROUP SERVICES, LLC

[Signature]
Madison County Commissioner

[Signature]
Douglas L. Price
Branch Manager

CERTIFICATE OF COUNTY PROSECUTOR

ATTEST:

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

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

Signature

Date

CERTIFICATE OF COUNTY AUDITOR

ATTEST:

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

Auditor

Date

SEAL:

Burrell Brothers T1702694LD

CDC OF OHIO, INC. *Madison County*

Community Development Consultants, Inc. *Commissioners*
2018 JAN 18 AM 10:35

January 11, 2018

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

Re: Madison County 2017 CHP Program
Contracts for CDC of Ohio, ATC and LMHA

Dear Sissy,


Enclosed are the contracts for ATC's lead services, LMHA's rental assistance services, and CDC of Ohio's administrative services. I have enclosed two copies of each contract. We will need the following signatures on all copies of the documents:

- County Commissioners
- County Prosecutor's Office
- County Auditor's Office

Please keep one signed original of each contract for the County's records. Mail the other signed originals to our office. We will take of mailing ATC and LMHA their copies of the contracts.

If you have any questions, please telephone me at (614) 445-8373.

Sincerely,


Whitaker W. Wright
Senior Planner

Enclosures

cc: file

Madison 2017 CHP CDC of Ohio Contract Copy Cover Letter

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

Subject: Lease Agreement – Approved – Job & Family Services

Mr. Forrest moved per the request of Steve Kaifas, Job & Family Services Director, to approve the building lease agreement to decrease the amount of the lease agreement amendment #5 to MCOCC from \$12,029.76 to \$11,957.58.



Steve Kaifas, Director
280 Key Street, Union, Ohio 45399
(614) 882-0710 • (614) 882-0238
(614) 882-8200 • (702) 882-8202

Children Services • Child Support • Child Services • Juvenile Delinquency • Workforce Development

SIGNATURES:

In Witness Whereof, the parties hereunto set their hands or seals or caused this contract amendment to be executed by the duly authorized offices or agents.

AMENDMENT # 6

FOR

BUILDING LEASE AGREEMENT

Steven Kaifas, Director
Madison County DJFS

1/23/18

Date

In Accordance with Article 3 of the Lease Agreement between Madison County Board of County Commissioners (MCOCC) and Madison County Department of Job & Family Services (MCOJFS) effective March 1, 2010, this agreement is being executed to decrease the reimbursement of the lease agreement amendment #5 payment paid to MCOCC from \$12,029.76 to \$11,957.58. This amendment is structured due to MCOJFS leasing additional office space to Madison County Department of Family & Children.

MADISON COUNTY COMMISSIONERS:

David Dhume - Not Present

David Dhume, Commissioner

1-22-18

Date

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement amendment as follows:

Mark Forrest, Commissioner

1-22-18

Date

- Effective March 1, 2018, decrease lease agreement amount for MCOJFS to MCOCC from \$12,029.76 to \$11,957.58.

David Hunter, Commissioner

1/22/18

Date

All other terms and conditions that are not hereby amended are to remain in full force and effect.

APPROVED AS TO FORM:

Steve Pronal, Madison County Prosecutor

Date

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

Barnett Brothers T1702596LD

Subject: Lease Agreement – Approved – Job & Family Services

Mr. Forrest moved per the request of Steve Kaifas, Job & Family Services Director, to approve the building lease agreement to increase the revised amount of the lease agreement #4 payment to MCBCCC from \$970.24 to \$1,042.42.



Gene Liles, Director
200 West Main Street
P.O. Box 427
Madison, Ohio 45750-0427
(614) 832-4270

Children Services • Child Support • Social Services • Home Visitation • Welfare Development

AMENDMENT # 5

FOR

BUILDING LEASE AGREEMENT

In accordance with Article 3 of the Lease Agreement between Madison County Board of County Commissioners (MCC) and Madison County Department of Family & Children (MDFC) effective June 1, 2018, the amendment is being executed to increase the revised amount of the lease agreement amendment #4 payment to MCC, from \$970.24 to \$1,042.42. This amendment is attached due to Madison County Department of Job & Family Services having additional office space to MCFC.

This amendatory resolution and agreement and leases the undersigned contracting parties to amend the previously executed agreement as follows:

- Effective March 1, 2018, increase lease payment by MCC to MCFC from \$970.24 to \$1,042.42.

All other terms and conditions that are not hereby amended remain in full force and effect.

SIGNATURES:

In Witness Whereof, the parties have hereunto set their hands or seals or caused this contract amendment to be executed by the duly authorized officers or agents.

Sherry Baldwin

1/22/2018

Sherry Baldwin, Fiscal Director

Date

Madison County Department of Family & Children

Steve Kaifas

1/22/18

Steve Kaifas, Director

Date

Madison County DHS

MADISON COUNTY COMMISSIONERS:

David Dhume - Not Present

1-22-18

David Dhume, Commissioner

Date

Mark Forrest

1-22-18

Mark Forrest, Commissioner

Date

David Hunter

1/22/18

David Hunter, Commissioner

Date

APPROVED AS TO FORM:

Steve Prina, Madison County Prosecutor

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: Lease Agreement – Approved – DJFS

Mr. Forrest moved per the request of Steve Kaifas, Job & Family Services Director, to approve the Utilities and Facilities agreement between Madison County Department of Job & Family Services (MCJFS) and Madison County Department of Family & Children (MCFC) amendment to increase the revised amount of the utility and facilities agreement #4 payment paid to MCDJFS from \$182.08 to \$209.43.



Child Support • Child Support • Child Services • Home Visitation • Workforce Development

AMENDMENT #5
FOR
UTILITIES AND FACILITIES AGREEMENT

In accordance with Article 1 of the Utilities and Facilities Agreement between Madison County Department of Job & Family Services (MCJFS) and Madison County Department of Family & Children (MCFC) effective June 1, 2018, this amendment is being executed to increase the revised amount of the utility and facilities agreement amendment #4 payment paid to MCJFS from \$182.08 to \$209.43. This increase is attributed due to MCJFS having 2000 sq ft office space to MCFC and adjustments made to the rate structure for utility payments.

It is mutually understood and agreed by and between the undersigned parties to amend the previously executed agreement as follows:

- Effective March 1, 2018, increase utility payment for MCJFS to MCFC from \$182.08 to \$209.43.

All other terms and conditions of the agreement shall remain in full force and effect.

SIGNATURES:

In Witness Whereof, the parties have hereunto set their hands or seals or caused this contract amendment to be executed by the duly authorized officers or agents.

Sherry Boldrick 1/22/2018
Sherry Boldrick, Fiscal Director Date

Madison County Department of Family & Children

Steve Kaifas 1/22/18
Steven Kaifas, Director Date

Madison County DJFS

MADISON COUNTY COMMISSIONERS:

David Dhume - NOT PRESENT 1-22-18
David Dhume, Commissioner Date

Mark Forrest 1-22-18
Mark Forrest, Commissioner Date

David Hunter 1/22/18
David Hunter, Commissioner Date

APPROVED AS TO FORM:

Steve Pronal, Madison County Prosecutor

Date

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

Barrett Scissors EPNY11218

Subject: Resolution – Approved – Agricultural Easement Purchase Program (AEPP)

Mr. Forrest moved to approve a resolution to authorize Rob Slane, Administrator, to sign the 2016 AEPP Phillipi easement on behalf of the Commissioners on 2-1-18 at 10:00 a.m.

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 – Executive Session

Mr. Forrest moved to enter into executive session at 9:19 a.m. to discuss economic development.

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 – Executive Session

Mr. Forrest moved to exit out of executive session at 9:33 a.m. No action was taken.

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 – Madison County Board of Developmental Disabilities – One Mill Renewal Levy

Mr. Forrest moved per the request of Susan Thompson, Superintendent, Madison County Board of Developmental Disabilities, to request from Jennifer Hunter, Madison County Auditor, pursuant to, 5705.03 a Certificate of Estimated Property Tax Revenue in the amount of one mill for a renewal levy for the Madison County Board of Developmental Disabilities ORC 5705.222 to be placed on the May 8, 2018 Primary Election ballot.

DTE Form 140R
ORC 5705.03(B)
Revised 5/2006

Certificate of Estimated Property Tax Revenue

(Use this form when a taxing authority certifies a millage rate and requests the revenue produced by that rate.)

The County Auditor of Madison County, Ohio, does hereby certify the following:

- On January 22, 2018, the taxing authority of the Madison County Commissioners certified a copy of its resolution or ordinance adopted January 22, 2018, requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by one (1.00) mills, to levy a tax outside the ten-mill limitation for Madison County Bd of Developmental Disabilities purposes pursuant to Revised Code 5705.222 to be placed on the ballot at the May 8, 2018 election.
The levy type is renewal.
- The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$849,901.
- The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$1,158,003,610.

Jennifer S. Hunter
Jennifer S. Hunter, Madison County Auditor

January 22, 2018
Date

INSTRUCTIONS

- "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
- For purposes of this certification, "subdivision" includes any agency, board, commission, or other authority to request a taxing authority to submit a tax levy on its behalf.
- "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase, and (7) replacement with a decrease levies.
- Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 75 days before the election.

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 Declaring it Necessary to Levy a Tax for One Mill – Approved – Board of Developmental Disabilities

**RESOLUTION DECLARING IT NECESSARY
FOR A ONE MILL LIMITATION**

Rev. Code, Sec. 5705.222

The ² Board of County Commissioners of Madison County, Ohio, met in regular session
(Regular or Special)
on the 22nd day of January, 2018, at the office of the Commissioners with the following members present:

Mr. David Dhume – Not Present
Mr. David B. Hunter
Mr. Mark A. Forrest

Mr. Forrest moved the adoption of the following Resolution:

WHEREAS: The amount of taxes which may be raised within the ten mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of said ³ Madison County, Ohio; therefore be it

RESOLVED, by the ² Board of County Commissioners, of the members elected thereto concerning, that it is necessary to levy a tax in excess of the ten mill limitation for the benefit of Madison County Board of Developmental Disabilities, for the purpose of Operation and Maintenance of Faithaven Programs for the Developmentally Disabled Persons, at a rate of 1 mill for each one dollar of valuation, which amounts to \$0.10 for each one hundred dollars of valuation, for five (5) years as renewal of the levy commencing in 2018 first due in calendar year 2018.

RESOLVED, That the question of levying additional taxes be submitted to the electors of said ³ Madison County, Ohio at the Primary election to be held at the usual voting places within said ³ Madison County, Ohio on the 8th day of May, 2018 and be it further

RESOLVED, That said levy be extended on the tax list of 2018, 2019, 2020, 2021 and 2022 if the ⁶ the majority of the electors voting thereon vote in favor thereof; and be it further

RESOLVED, That the Clerk of the ² Board of County Commissioners, Madison County, Ohio, as provided by law, and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Mr. Hunter seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr. Dhume – Not present for the vote.
Mr. Hunter yes
Mr. Forrest, yes

Adopted the 22nd day of January 22, 2018

Katie Wiseman
(Clerk of Auditor)
Board of County Commissioners
(Name of Subdivision)
Madison County, Ohio

1. This Resolution is to be passed and certified by the Board of Elections as follows: In the manner provided for in Sec. 5705.20 R.C., if the levy is for tuberculosis hospitals; if the levy is for school purposes under 5705.21 R.C. then it must be passed not later than 60 days before the date of the election and certified immediately after passage to the Board of Elections; if the levy is under 5705.191 R.C. then it must be passed not later than 60 days before the date of the election and certified immediately after passage to the Board of Elections.
2. Board of County Commissioners, Council of the City or Village, Board of Education, or Board of Township Trustees.
3. Name of Subdivision
4. Here insert one of the purposes listed in sec. 5705.19 R.C. or for one or more purposes listed in Secs. 5705.191, 2021, R.C.
5. Such election shall not be earlier than ninety days after the adoption and certification of the resolution nor later than one hundred and twenty days thereafter if levy is under 5705.191; if levy is under 5705.21, the election shall not be earlier than sixty days nor later than one hundred twenty days after the adoption and certification.
6. Insert "the majority" if levy is under 5705.191 R.C. and the election is held on a Primary or General Election date, otherwise "the parent"; if by a Board of Education, insert "majority" if levy is made under 5705.21.

The State of Ohio Madison County, ss.

I, Katie Wiseman, Clerk of the Board of Madison County Commissioners do hereby certify that the foregoing is taken and copied from the Record of the Proceedings of said Commissioners; that the same has been compared by me with the Resolution on said Record and that it is a true and correct copy thereof:

Witness my signature, this 22nd day of January, 2018.

Katie Wiseman
Clerk

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

Subject: Roberts Ditch #117 – Hearing - Engineer

The Roberts Ditch #117 hearing took place on Monday January 22, 2018 at 11:00 a.m.

Those Present

MADISON COUNTY COMMISSIONERS
Roberts Ditch #117 First Hearing
January 22, 2017 - 11:00 a.m.

- 1. Paul Taylor
- 2. Keith Galt
- 3. Robert Adkins
- 4. Bill B. [unclear]
- 5. Robert Forrest
- 6. [unclear]
- 7. [unclear]
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____
- 23. _____

Subject: Roberts Ditch #117 – Approved – Engineer's Report

Mr. Forrest moved per the recommendation of Bryan Dhume, Engineer, to approve the engineer's maintenance reappraisal report for the Roberts Ditch #117.



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

Year Petitioned	1989
Year Reappraised	2018
Current Engineer's Estimate	\$ 3100.00
Current Maintenance Assessment 20% Per Year	\$ 620.00
Reappraised Estimate	\$ 11,010.00
Maintenance Assessment 6.0% Per Year	\$ 695.60

1600' - 24" Tile (includes the following work completed from 1989 petition)

- 150' dip out of existing open ditch
- Removed and lower 4 - 24" concrete pipe
- Instal 20'-24" dia at outlet
- Instal 20 tons of m/p
- Repair various blowouts in 24" clay tile
- Instal 2 - OROK 2-2-B catch basins
- 210' - 24" N12 dia at outlet (installed by property owners in 2012)

185.00 Acres In Watershed

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

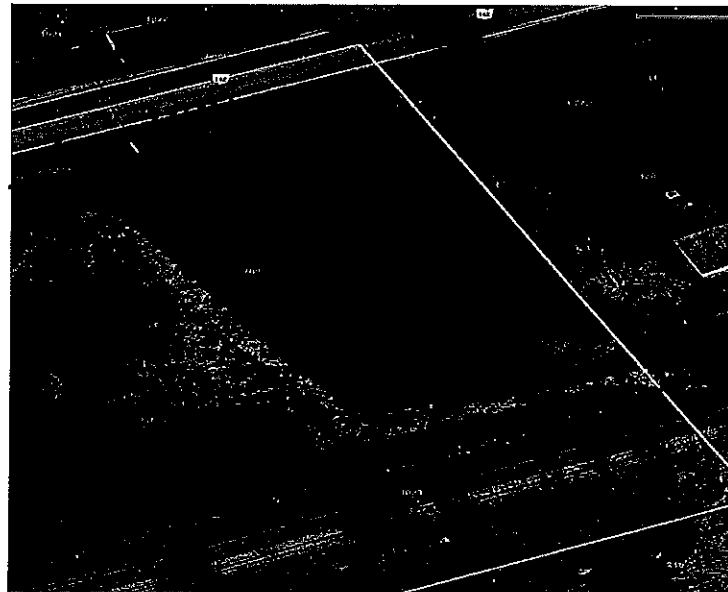
Sincerely, [Signature]
Bryan D Dhume, PE, PS
Madison County Engineer
cc: File

Barrett Brothers TTY: 655-5510

FAN RECEIVED AMOUNT		ASSESSMENT PORTION NO. 11				DATE RECEIVED		DATE RECEIVED	
TAXPAYER	TAX YEAR	TOTAL ASSESSMENT	ASSESSED	ASSESSED	ASSESSED	ASSESSED	ASSESSED	ASSESSED	ASSESSED
NO.		01/01	01/01	01/01	01/01	01/01	01/01	01/01	01/01
01-000000	OHIO DEPARTMENT OF TRANSPORTATION	500		500		500		500	500
						500		500	500

A 10 FOOT EASEMENT STRIP, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE TIE SHALL BE GIVEN AND REMAIN IN SOID FOR THE PURPOSES OF DITCH MAINTENANCE. THE COST OF SEEING IS INCLUDED IN THE COST OF CONSTRUCTION.

Madison County
2018 JAN 22 AM 10:57



Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, was not present for the vote. See 1-22-18

not present for the vote
See
1-22-18

Subject: Personnel Action- Approved - DJFS

Mr. Forrest moved per the request of Steve Kaifas, Job & Family Services Director, to approve the following:

Kelsey Schwenn, Fiscal Specialist, to increase the pay rate from \$14.46 to \$15.18. Effective February 11, 2018.

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

Subject: Personnel Action- Approved - DJFS

Mr. Forrest moved per the request of Steve Kaifas, Job & Family Services Director, to approve the following:

Amanda Hampton, Family Services/Prevention Manager, to increase the pay rate from \$19.76 to \$21.00. Effective January 15, 2018.

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

NOT PRESENT
David Dhume

D. J. B. Hunter
David Hunter

Mark Forrest
Mark Forrest

ATTEST: Katell Woson