Barrett Brothers T17108345A

Subject: Bills – Approved – Madison County

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

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

Subject: Transfer – Approved – Sanitary Sewer & Water District

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

Transfer from: SSD#2 Capital Replacement (6030-P500-5-4004) in the amount of $18,377.00.

Transfer from: SSD #1 (I-70/42) Capital Replacement (6040-P000-5-4004) in the amount of $1,950.00.

Transfer from: Burr Oaks Capital Replacement (6045-P000-5-0140) in the amount of $7,500.00.

Transfer from: C Wissal Sewer Capital Replacement (6050-0000-5-7610) in the amount of $1,715.00.

Transfer to: Madison County SSD Cap Replacement (6075-0000-4-0100) in the amount of $29,542.00.

Madison County
Sanitary Sewer & Water District
PO Box 623 / 825 US 42 NE
London, Ohio 43140
Phone: 740-845-1702
Fax: 740-845-1703

MADISON COUNTY COMMISSIONERS
2018 JUN 26 AM 8:15

June 25, 2018

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

I am requesting to transfer $29,542.00 into the Madison County Sewer Capital Replacement Fund (6075). This is due to the new Asset Management stipulations by the EPA.

Transfer $18,377.00 from (6030-P500-54004) SSD#2 Capital Replacement
Transfer $1,950.00 from (6040-P000-54004) SSD#1 (I-70/42): Capital Replacement
Transfer $7,500.00 from (6045-P000-50140) Burr Oaks: Capital Replacement
Transfer $1,715.00 from (6050-P000-57610) C Wissal Sewer: Capital Replacement

Transfer $29,542.00 into (6075-0000-40100) Madison County SSD Cap Replacement: Transfers In

Thank you for your cooperation.

Respectfully,

Rob Slane

RS:mmp

MADISON COUNTY COMMISSIONERS

Approved: ✓
Disapproved:
Date: 6-26-18

Mark Forrest - not present for signature

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

Subject: Decrease PO Funding – Approved – Commissioners Other

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

Decrease: Commissioners Other PO # 1549 (1000-A01A-5-0046) in the amount of $8,000.00.

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

Subject: Budget Revision – Approved – Sublease & Rentals

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of $14,907.56.

Increase: Sublease & Rentals (1000-A15A-5-0512) in the amount of $14,907.56.

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

Subject: Increase PO Funding – Approved – Sublease & Rentals

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

Increase: Sublease & Rentals PO # 1589 (1000-A15A-5-0512) in the amount of $14,829.56.

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

Subject: Proposal – Approved – Qwest

Mr. Forrest moved to approve the proposal from Qwest in the amount of $13,516.00.

MADISON COUNTY COMMISSIONERS
2018 JUN 26 AM 8:46

Qwest Associates

June 18, 2018 PROPOSAL #08991

Rob Slane
Madison Engineers Office
825 US 42 NE
London, Ohio 43140

Ph 614-314-8457
rslane@co.madison.oh.us

RE Community Action (Exterior Eifs canopy)

We appreciate the opportunity to provide this proposal for construction services at the referenced project, in accordance with the scope of work outlined below.

SCOPE OF WORK:

- Demo damaged sheeting and framing on bottom side of canopy.
- Repair metal framing as needed and hang exterior fiber board sheeting.
- Supply and install weather barrier and reinstall Eifs system as needed.
- Equipment, truck time, dumpster and trash removal.

We will have included the service listed above for the total amount of
Thirteen thousand five hundred sixteen dollars 00/00
($13,516.00)

Sincerely,
Matt Higgins
Project Manager
Ph 614-439-4018
Mhiggins@qwestconstruction.com

Accepted By:
Company Name: Madison Co.
Date: 6-26-18

2373 US RT 42 S-W LONDON, OHIO 43140

Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.
*Note – This proposal is for the chairman of the Board to sign.

Barrett Brothers 1171083MEA

Subject: Agreement – Approved – Juvenile Court

Mr. Hunter moved per the request of Chris Brown, Juvenile Judge, and Roger Roberts, Independent Contractor, to approve the agreement in accordance with the agreement below. Effective from July 1, 2017 to June 30, 2018.

IN THE COURT OF COMMON PLEAS, MADISON COUNTY, OHIO
PROBATE DIVISION, JUVENILE COURT
1 North Main Street
London, OH 43140
740-852-0760
CHRISTOPHER J. BROWN, JUDGE

MADISON COUNTY COMMISSIONERS
2018 JUN 21 AM 8:34

This agreement is made at London, Ohio between the Madison County Juvenile Court, hereafter call the Court and Roger Roberts, 109 Riley Avenue, London, Ohio 43140.

The Court and Roger Roberts in consideration of the mutual promises hereafter expressed and intending to legally bind hereby, expressly agree as follows:

A. Roger Roberts will facilitate youth intervention workshops for Madison County Juvenile Court.
B. This project is funded through the Ohio Department of Youth Services from July 1, 2017 to June 30, 2018.
C. Roger Roberts will be paid a flat rate of $325.00 per week.
D. Roger Roberts agrees that in his capacity under this agreement, he will assume the responsibility of such tax liabilities as will occur resulting from compensation paid by the Court under this agreement, and further that he will not be covered by medical plans available to employees of the Court.
E. For the purpose of the foregoing agreement, Roger Roberts is exempt from participation in the Public Employee Retirement System.
F. This agreement shall become effective upon execution by the parties hereto and remain in force and in effect until June 30, 2019.
G. This agreement may be canceled by either party at any time within a 30 day written notice.

Acceptance of this contract is evidence of both parties intent to comply with Title Vi-VII of the 1964 Civil Rights Act, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination because of race, color, national origin, disability, age (40 years or more),sex (including sexual harassment/orientation), religion, creed, veterans status and political affiliation in any facet of operation except where such discrimination is a bona fid documented business necessity.

IN WITNESS WHERE OF, the parties have this agreement to be executed at London, Ohio.

Madison County Commissioners

By: _____
Commissioner Date

6/26/18
Commissioner Date

Mark A. Forrest 6-26-18
Commissioner Date

approved By commissioners 6.26.18

Contractor:

By: Roger E. Roberts 5/26/18
Roger Roberts Date

By: 6/11/18
Judge Christopher J. Brown Date

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

Subject: Agreement – Approved – Juvenile Court

Mr. Hunter moved per the request of Chris Brown, Juvenile Judge, and Roger Roberts, Independent Contractor, to approve the agreement in accordance with the agreement below. Effective from July 1, 2018 to June 30, 2019.

IN THE COURT OF COMMON PLEAS, MADISON COUNTY, OHIO
PROBATE DIVISION, JUVENILE COURT
1 North Main Street
London, OH 43140
740-852-0760
CHRISTOPHER J. BROWN, JUDGE

MADISON COUNTY COMMISSIONERS
2018 JUN 21 AM 8:34

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The Court and Roger Roberts in consideration of the mutual promises hereafter expressed and intending to legally bind hereby, expressly agree as follows:

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B. This project is funded through the Ohio Department of Youth Services from July 1, 2018 to June 30, 2019.
C. Roger Roberts will be paid a flat rate of $325.00 per week.
D. Roger Roberts agrees that in his capacity under this agreement, he will assume the responsibility of such tax liabilities as will occur resulting from compensation paid by the Court under this agreement, and further that he will not be covered by medical plans available to employees of the Court.
E. For the purpose of the foregoing agreement, Roger Roberts is exempt from participation in the Public Employee Retirement System.
F. This agreement shall become effective upon execution by the parties hereto and remain in force and in effect until June 30, 2019.
G. This agreement may be canceled by either party at any time within a 30 day written notice.

Acceptance of this contract is evidence of both parties intent to comply with Title Vi-VII of the 1964 Civil Rights Act, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination because of race, color, national origin, disability, age (40 years or more),sex (including sexual harassment/orientation), religion, creed, veterans status and political affiliation in any facet of operation except where such discrimination is a bona fid documented business necessity.

IN WITNESS WHERE OF, the parties have this agreement to be executed at London, Ohio.

Madison County Commissioners

By: 6-26-18
Commissioner Date

6/26/18
Commissioner Date

6-26-18
Commissioner Date

Contractor:

By: Roger E. Roberts 5/26/18
Roger Roberts Date

By: 6/11/18
Judge Christopher J. Brown Date

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

Barnett Brothers T:1710834EA

Subject: Grant Agreement – Approved – Department of Family & Children

Mr. Forrest moved per the request of Jenn Coleman, Family Council & Systems of Care Coordinator, to approve the Early Intervention Service Coordination Grant Agreement between Family and Children First Administrative Agency and the Ohio Department of Developmental Disabilities.

MADISON COUNTY
COMMISSIONERS

EARLY INTERVENTION SERVICE COORDINATION GRANT AGREEMENT

July [illegible] – June 30, 2019

This Grant Agreement (the "Agreement") is entered into by and between the County and Ohio's First Administrative Agency, hereinafter "Grantee", and the Ohio Department of Developmental Disabilities, hereinafter "Department", collectively referred to as the "parties."

WHEREAS, Part C of the federal Individuals with Disabilities Education Act ("IDEA") is a federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities ages birth through age 3 years, and their families;

WHEREAS, the Department seeks to provide state grant moneys funds and federal grant dollars made available through Part C of IDEA (CFDA 84.181) (the "Grant") administered by the Office of Special Education Programs, Office of Special Education and Rehabilitative Services, U.S. Department of Education (USDE), in order to support service coordination services as defined in 34 CFR §303.34, evaluations and assessments as defined in 34 CFR §303.321, and costs that support the provision of these mandated activities;

NOW THEREFORE, the parties agree as follows:

Section I – Grant of Funds

1.1 The Federal Grant funds shall be used in accordance with 34 CFR §303.501 (Use of funds) to provide service coordination as defined in 34 CFR §303.34, evaluations and assessments as defined in 34 CFR §303.321, and other costs related to providing these mandated activities. Grantee shall be responsible for performing the responsibilities expressly outlined in this Agreement and in accordance with the federal Office of Management and Budget Uniform Guidance 2 CFR 200, as adopted by the USDOE in Subtitle B, Chapter II, part 3474.1 ("Uniform Guidance")

(Central Marketing System) Number and maintain an active registration with the SAM (System for Award Management). Grantee understands that failure to maintain its DUNS Number and an active registration with SAM may result in the loss of Grant funds in accordance with Section 11.1 of this Agreement.

1.9 Availability of Funds. Subject to the provisions of ORC 126.07 and 126.30, the Department represents that it will attempt to obtain the appropriation of necessary funds during the term of this Agreement. Grantee understands that this Agreement is subject to the availability of such allocations to the Department by state and federal funding sources. If funds designated for this Agreement become unavailable, the Department's obligations under this Agreement expire.

1.10 Amendment. Grantee may make take action/submit in order to provide for a written amendment to Section 1.1 of this Agreement. All amendments shall be made and limited only with respect to the terms and conditions of this Agreement and the Grantee shall ensure the terms of this Agreement will be incorporated by reference into all subcontracts. However, in any event, Grantee shall be solely responsible for the performance of work and activities set forth herein and must comply with monitoring responsibilities within 2 CFR 200, as adopted by the USDOB in 2 CFR Subtitle B, Chapter XI. A fully executed subcontract shall be included in EIGS as support documentation when requesting payment for a contractor's expenses in the final draw.

To the extent possible, If Grantee's agreement with a subcontractor follows a period of time after the period of this Project, Grantee shall include in such agreement a provision that covers the period of this Project. Grantee shall ensure that their staff and Board of Directors are not staff or board of director members of the subcontractor.

Section 2 – Term and Termination

2.1 Term. This Agreement shall be in effect from July 1, 2018 through June 30, 2019 and provides for a 90-day close out period through September 30, 2019, unless terminated prior thereto pursuant to this Section. August 30, 2019 is the final day to request funds for this Grant in EIGS. Grantee expressly understands that the Department will not compensate Grantee for work performed after June 30, 2019.

2.2 Termination. After prior written notice to the Grantee, the Department will have sole discretion to terminate this Agreement, for any reason, upon thirty (30) days written notice. Upon the termination of this Agreement, the Department will have no further obligation to disburse Grant funds. Grantee, upon receiving notice of termination, will take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all subcontracts and obligations related to terminated Grant activities.

2.3 Remedies. If Grantee fails to perform or otherwise comply with any term or condition of this Agreement, the Department may reduce the Grantee's allocation and/or require Grantee to repay to the Department any portion of the Grant funds disbursed to the Grantee through the termination date. The decision to recapture Grant funds shall be within the sole discretion of the Department, and shall be based upon monitoring, evaluation, audits and/or the Grant.

Failure to maintain proper documentation to substantiate Grant payment for services provided may result in the repayment of funds by the Grantee.

2.4 Close-Out. If Grantee is a NOC Administrative Agency, in the event that the NOC administrative agency changes during the grant period, the Department will terminate the existing Agreement upon receipt of documentation that the responsible Board of Administrative agents for NOC have been transferred. An Agreement will be issued to the new administrative agency for the remaining grant period.

2.5 Audit Cancel (Administrative Agreement). Grantee has the right to cancel any audit information established in Section 3.11 of this Agreement.

(a) To the extent that an agreement for administrative agencies for participating counties shall exist within an agreement for another time duration and thereby the administrative agency shall be exempt from such audit because the recipient and the responsible agency of those funds. Generally, the Department shall provide a deadline for counties to inform the state Fiscal and Children First Council so that funds can be allocated

from the multi-county agreements are properly booked into EIGS. The administrative agency identified as the responsible party for the funds shall be the only entity within the multi-county agreement that is required to sign a grant agreement and submit a budget & expense reports in EIGS. A copy of the fully executed multi-county agreement shall be submitted in accordance with Section 3.1 of this Agreement.

(b) Counties choosing to participate in a multi-county collaboration shall maintain the arrangement for the term of the agreement as outlined in Section 2.1. All multi-county agreements shall incorporate the requirements of this Section.

Section 3 – Documentation Requirements

3.1 Grant Agreement Documents. The following documents shall be returned to the Department via email to EIGSAdmin@odjfs.gov. Emails must be sent with the following in the subject line: "County Name_Administrative Agency Name_Service Coordination Grant_July 2018". Documents attached to the email must be clearly labeled.

1) A signed Agreement.
2) A completed Administrative Agent Fiscal Contact Form (Addendum B).
3) A completed Federal Funding Accountability and Transparency Act (FFATA) Form (Addendum C).
4) If combining allocation via a multi-county agreement, a copy of the agreement between the collaborating counties.

The following documents shall be submitted to the Department via attachment in EIGS when submitting the budget.

1) If Grant funds will be used for indirect costs, a copy of the Grantee's federally approved indirect rate or a modified total direct cost worksheet (Exhibit B).
2) Program Narrative/Budget Summary. Directions for completing this document are included in the Program Narrative/Budget Summary Instructions (Exhibit C).

3.2 Documentation & Monitoring. Grantee agrees to prepare and maintain documentation that supports the expenses billed to the Grant and in accordance with 2 CFR 200, as adopted by the USDOB in Subtitle B, Chapter 34 and service coordination activities under 34 CFR 300. At any time, the Department reserves the right to request documentation to substantiate the request for reimbursement reported in EIGS. Grantee agrees to make these materials available to the Department in a timely manner and cooperate with any Department requests for information or onsite activities. Grantee agrees to implement the Department's grantee-specific technical assistance plan (including completion of any training requirements part of the technical assistance plan).

3.4 Maintenance of Records. As required by OEPA and ECOAR for State-administered programs (in 34 CFR §76.730-731), the Grantee shall retain records related to Grant funds and expenditures for a period of five years after the grant period.

3.5 Accounting & Internal Controls. Grant funds shall be recorded separately in the books and records of Grantee. Grantee shall keep its books in a manner consistent with generally accepted accounting principles and 2 CFR 200, as adopted by the USDOB in Subtitle B, Chapter 34. All disbursements from the grant accounts shall comply with the requirements of this Agreement and 2 CFR 200. Grantee agrees to implement and maintain internal controls consistent with 2 CFR 200.

3.6 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to the Department or its agents all books and records regarding this Agreement and/or the Grant which are in the possession or control of the Grantee. The Department and its agents may review, audit, and make copies of such books and records. Grantee shall include in its agreements with any subcontractor or subgrantee receiving Grant Funds a provision authorizing the Department and its agents access to and the right to review, audit, and copy the books and records of such subcontractor or subgrantee related to its work on the Grant.

3.7 Commingling. Expenses paid with Grant funds cannot be reimbursed with revenue from other state or federal funds.

Barrett Brothers T-17-1083-HEA

3.1 Audit Requirements. In accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of $750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year, which will require preparation and audit of the Schedule of Expenditures of Federal Awards (SEFA). Non-Federal entities that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503.

Grantee is responsible for ensuring that an audit is performed in compliance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. Grantee agrees to receive, reply to, and comply with any audit exceptions discovered in an audit relating to this Agreement. Grantees whose audit reports are not available via the Federal Audit Clearinghouse or Auditor of State website must send the Department a copy of the final audit report within thirty (30) days of its receipt. Grantee shall provide the Department a written corrective action plan to correct each exception noted in the final audit report within the time frame allowed by 2 CFR 200.

The Department may distribute disbursement information biannually to the Grantee (after the close of the calendar and state fiscal years) identifying the grant programs as Early Intervention Service Coordination (EISC), the Catalog of Federal Domestic Assistance (CFDA) number, the pass through entity (DODD) and the federal award identification number (FAIN), in order to assist the Grantee in completing the SEFA in accordance with 2 CFR 200.510(b).

If the Grantee is not able to view the payment messages for EFT deposits, the Grantee shall use the following resources available with the Ohio Office of Shared Services:

Look up EFT information on this site: http://www.ohioalerts.com/eftlookup.asp

Directions for using the site:
http://www.ohio.gov/OhioAccounting/OhioPayments/documents/LookUpEFTInformationGuide.pdf

Questions about how to use the site should be directed to the Office of Shared Services by emailing ohioalertsdelivery@ohio.gov. If additional information about these resources or a direct deposit is needed, call OSS at 1-877-644-6771.

3.2 Subrecipient Risk Assessment & Monitoring. In accordance with 2 CFR §200.331 and 34 CFR §300.180, the Department shall perform pre-award subrecipient risk assessments and conduct programmatic and fiscal subrecipient monitoring. Grantee shall comply with requests for fiscal and programmatic documentation and reports, and accommodate on-site reviews at the request of the Department as needed to fulfill the Department's obligations as a pass through entity of federal funds and as the State of Ohio's lead agency for early intervention, consistent with 34 CFR §303.704 and ORC §5123.02, §5123.04, and §5123.0413. Failure of the Grantee to comply with requests for documentation and reports, inquiries, or respond to other forms of communication may result in reduced, forfeited, or delayed payments.

Section 4 –Grantee represents and warrants the following:

4.1 Compliance with Federal, State, and Local Laws. Grantee shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder. All early intervention activities provided under this agreement must meet applicable State of Ohio service standards (OAC 3701-8-3, OAC 3701-8-07, OAC 3701-8-07.1 or their successors) and be consistent with the provisions of 34 CFR 303. Grant funding shall be administered and audited in accordance with 2 CFR 200, as adopted by the USDOE in Subtitle B, Chapter XI. Grantee shall participate in training and technical assistance plans developed with DODD program consultant. In the event that monitoring activities conducted in accordance with Section 3.2 of this Agreement result in a finding of non-compliance, the Department may delay budgets and/or expense reports in ITOS until the finding is sufficiently addressed. The Department may enforce, forfeit, or delay payments, or recapture funds per Section 2.3 of this agreement.

4.2 Drug-Free Workplace. The parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The parties shall make a good faith effort to ensure that all of their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Section 6 – Notice

6.1 All notices, consents, and communications hereunder shall be given electronically to the contacts listed in Addendum B of this Agreement and the following contacts at the Department;

Nathan DeDino
Department of Developmental Disabilities
Part C Coordinator
30 E Broad St., 12th Floor, Columbus, OH 43215
Nathan.Dedino@dodd.ohio.gov

Jacob Foskuhl
Department of Developmental Disabilities
Office of Grants Management
30 E Broad St., 8th Floor, Columbus, OH 43215
Jacob.Foskuhl@dodd.ohio.gov

Section 7 – Incorporation of Auxiliary Documents

7.1 Grant Addenda & Exhibits.

The following documents are attached to the Agreement and/or are incorporated into it by reference.

- Addendum A: Award Information and Allocation Table
- Addendum B: Administrative Agent Fiscal Contact Information
- Addendum C: Federal Funding Accountability and Transparency Act (FFATA) Information
- Exhibit A: Allowable Costs & EIGS
- Exhibit B: Modified Total Direct Cost Worksheet
- Exhibit C: Program Narrative/Budget Summary Instructions
- Exhibit D: Fixed Asset Schedule
- Exhibit E: Early Intervention Data System (EIDS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day specified in Section 2.1 of this Agreement.

Name (Printed) David Dhume

Administrative Agency Name Madison County Commissioner

Title County Commissioner

Signature David Dhume

Date 6-28-18

Kimberly Hauck
Ohio Department of Developmental Disabilities
Deputy Director

By: _____

Date: _____

7

Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.
Note – This agreement is for the chair to sign.

Barrett Brothers T17-10834EA

Subject: Resolution – Approved – Bond

Mr. Hunter moved to approve the resolution authorizing the necessity of and authorizing the execution and delivery of a first amendment to bond purchase agreement relating to the $39,000,000.000. County of Madison, Ohio Health Care Facilities Revenue Bonds, Series 2017 (Madison Health Project); and authorizing other documents in connection with the execution and delivery of such amendment.

The County of Madison, Ohio met in regular session on the 26th day of June, 2018, and the following resolution was present.

Mr. Hunter introduced the following resolution and moved its adoption:

RESOLUTION NO. 06-18-60

A RESOLUTION DETERMINING THE NECESSITY OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO BOND PURCHASE AGREEMENT RELATING TO THE $39,000,000 COUNTY OF MADISON, OHIO HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2017 (MADISON HEALTH PROJECT); AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF SUCH AMENDMENT.

WHEREAS, pursuant to the authority conferred on the Board of the State of Ohio (the "State"), including without limitation, Chapter 140 of the Ohio Revised Code (the "Act"), the County of Madison, Ohio (the "Issuer"), a county and political subdivision duly organized and validly existing under and by virtue of the Constitution and the laws of the State, is authorized and empowered, among other things: (i) to acquire, construct, improve and equip "hospital facilities" as defined in the Act (the "Hospital Facilities"), and to acquire real estate and interests therein, including without limitation, improvements situated thereon comprising Hospital Facilities, (ii) to issue its revenue bonds for the purpose of (A) paying the "costs of hospital facilities", as defined in the Act, (B) refunding obligations previously issued for such purpose, (C) paying for the reimbursement of all moneys advanced or applied by a hospital agency or others or borrowed from others for the payment of any item or items of "costs of hospital facilities", and (D) paying all other necessary or incidental expenses thereto and (iii) the issuance of such revenue obligations, (iii) to enter into lease agreements with a "nonprofit hospital agency", as defined in the Act, to provide for revenues to pay the principal of and interest and any premium on those revenue bonds, and (iv) to secure those revenue bonds by the pledge and assignment of its rights under such lease agreements, by a pledge and lien on such revenues and by a mortgage and conveyance and assignment of certain funds; and

WHEREAS, the Issuer issued on June 1, 2017 its $39,000,000 Health Care Facilities Revenue Bonds, Series 2017 (Madison Health Project) (the "Bonds") pursuant to the Act and the Bond Purchase Agreement, dated as of June 1, 2017 (the "Original Bond Purchase Agreement") among the Issuer, Madison County Hospital, Inc. (the "Corporation") and Compass Mortgage Corporation, as initial purchaser of the Bonds (the "Purchaser"), and the Issuer made the proceeds of such Bonds available to the Corporation for the purposes of (i) refinancing the Prior Debt (as defined in the Original Bond Purchase Agreement), (ii) paying "costs of hospital facilities" including the reimbursement of money advanced or applied by the Corporation and/or Madison County Community Hospital for payment of costs of such facilities and relating to the acquisition of certain of the hospital facilities in Ohio, (iii) paying capitalized interest on the Bonds and (iv) paying certain costs related to the issuance of the Bonds; and

WHEREAS, the Corporation and the Purchaser desire to amend certain provisions of the Original Bond Purchase Agreement to reflect a revised interest rate formula applicable to the Bonds; and

WHEREAS, it is necessary and proper in connection with such proposed amendment of the Original Bond Purchase Agreement that the Issuer (a) authorize the execution and delivery a First Amendment to Bond Purchase Agreement (the "Amendment") with the Corporation and the Purchaser, (b) to the extent deemed necessary by Ice Miller LLP, bond counsel to the Corporation ("Bond Counsel"), authorize the execution and delivery of a Tax Regulatory Agreement, or an amendment to the Tax Regulatory Agreement executed and delivered at the time of issuance of the Bonds, with respect to the continued excludability of interest on certain of the Bonds from gross income for federal income tax purposes, and (c) authorize the execution and delivery of related documents.

NOW, THEREFORE, BE IT RESOLVED by the County of Madison, Ohio:

SECTION 1. That at least two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the Issuer, the Amendment. The Amendment shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Amendment as aforesaid.

SECTION 2. That, in order to provide for the continued excludability of interest on the Bonds from gross income for federal income tax purposes, and if advised by Bond Counsel as being necessary in connection with any deemed "reissuance" of the Bonds resulting from the execution and delivery of the Amendment, at least two members of this Board be and they are hereby authorized and directed to execute and deliver, on behalf of the Issuer, a tax regulatory agreement substantially in the form of the tax regulatory agreement executed and delivered in connection with the original issuance of the Bonds, or an amendment to such tax regulatory agreement (the "Tax Regulatory Agreement") between the Issuer and the Corporation, in form and substance satisfactory to the Issuer and its counsel.

SECTION 3. That the appropriate officers of the Issuer, be and they hereby are authorized to execute and deliver on behalf of the Issuer such other certificates, documents and instruments in connection with the execution and delivery of the Amendment and/or the Tax Regulatory Agreement as may be required, necessary or appropriate, including, without limitation, the execution by the Issuer of a new IRS Form 8038 and identifying an interest rate swap related to the Bonds on the books of the Issuer, and to exercise and otherwise take all action necessary to the full realization of the rights, accomplishments and purposes of the Issuer under the Amendment. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by the appropriate

officers of this Board, which approval shall be conclusively evidenced by the execution thereof as aforesaid.

SECTION 4. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board or any meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That all resolutions or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

SECTION 6. That this resolution shall be effective from and after its adoption.

Mr. Forrest seconded the motion and the roll called for adoption of the foregoing resolution, the vote resulted as follows:

YES: Mr. Dhume, Mr. Hunter & Mr. Forrest

NAYS:

ABSTENTIONS:

ADOPTED this 26th day of June, 2018.

Katie Warner / Clerk

Clerk
County of Madison, Ohio

3

CERTIFICATE

I hereby certify that the foregoing is a true and correct excerpt from the minutes of a meeting of the Board of County Commissioners of the County of Madison, Ohio, held on the 26th day of June, 2018.

Katie Warner / Clerk

Clerk, Board of County Commissioners,
County of Madison, Ohio

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

Barnet Brothers T1710834EA

Subject: Retention Meeting

The quarterly Retention Meeting took place on Tuesday June 26, 2019 at 10:00 a.m.

Those Present

MADISON COUNTY COMMISSIONERS
Quarterly Retention Meeting
June 26, 2018 - 10:00 a.m.

1. Debbie Duffey, Auditor's office
2. Donna Reynolds
3. [signature]
4. Rob Sloan
5. [signature]
6. [signature]
7. [signature]
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

- On July 9, 2018, the Auditor's Department will be moving files from the Sheriff's basement to the Lafayette St. site.

Subject: Meeting Attendance – Approved – Board of Election

Mr. Hunter moved per the request of Tim Ward, Board of Election Director, to approve the required meeting attendance in compliance of ORC 325:20 for the following:

Marci Bogenrife, Deborah Cochran, Howard Foust, Terri Smith, Aimee Fleshman, Mark Erbaugh, and Timothy Ward to "2018 District Meeting" in Urbana, Ohio. July 10, 2018. Cost $23.00 per person.

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

Subject: Meeting Attendance – Approved – Engineer

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

Valerie Eades, to "GIS Conference" in Columbus, Ohio. September 24-26, 2018. Cost $289.00.

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

Subject: Bid Recommendation – Approved – Engineer

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to approve the bid recommendation for the 2018 Old Columbus Road Bridge & Paving Project in the amount of $952,058.40 – Base Bid $46,250.00 – Alternate Bid.

MADISON COUNTY ENGINEER

BRYAN DHUME, PE, PS - COUNTY ENGINEER

MADISON COUNTY COMMISSIONERS
2018 JUN 26 AM 10:32

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

June 26, 2018

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

Re: Bid Recommendation - 2018 Old Columbus Road Bridge & Paving Project
Tuesday, June 19, 2018 at 11:00 A.M. – Bid Opening

Gentlemen:

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

Company	Base Bid	Alternate Bid
The Shelly Company	$952,058.40	$46,250.00

Therefore, I recommend that your honorable board award the bid to the low bidder as follows: The Shelly Company, 1700 Fostoria Avenue, Suite 200, Findlay OH 45840 in the amount of Nine Hundred Fifty Two Thousand Fifty Eight Dollars and Forty Cents ($952,058.40) and enter into a contract for same.

In accordance with ORC 9.24, I have checked the Auditor of State's Unresolved Findings for Recovery Database. T.A. Oberst, Vice President of The Shelly Company was not listed and we have retained the certified search confirmation page in the project file.

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

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

cc: File

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

David Dhume David Hunter Mark Forrest

ATTEST: Katie Wiseman