

Commissioners Journal # 87 Page 578

March 26, 2018

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: Appropriation – Approved – CHIP

Mr. Hunter moved per the request of Emma Hall, CHIP Administrator, to approve the appropriation per unappropriated funds for the following:

Appropriate: CHIP:HOME FY17 (7075-T500-55005) in the amount of \$5,408.00.

Appropriate: CHIP:CDBG FY 17 (7075-T500-55004) in the amount of \$22,825.00.

Sissy Wiseman

From: Sissy Wiseman [swwiseman@co.madison.oh.us]
 Sent: Tuesday, March 20, 2018 3:38 PM
 To: Emma Hall
 Cc: Whitaker.Wright@sbcglobal.net
 Subject: RE: funds

Will do. On Monday I'll present this to the Commissioners for approval.
 Sissy Wiseman

-----Original Message-----
 From: emma hall [mailto:cfdr28@yahoo.com]
 Sent: Tuesday, March 20, 2018 2:38 PM
 To: swwiseman@co.madison.oh.us
 Cc: whitaker.wright@sbcglobal.net
 Subject: funds

Hello Sissy: Could you please appropriate the following funds
 7075-t500-55005 for 5408.00
 7075-t500-55004 for 22825.00
 Thank You Emma

Please let me know when this has been completed Jamie once this has been completed do I need to send email asking for the \$1.00 po's to be increased?

1

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

Barrett Brothers 11702896LD

Subject: Transfer - Approved - Job & Family Services

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

Transfer from: Family Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$6,562.36.

Transfer to: Dept. Family & Children Revenue (7048-0000-4-0200) in the amount of \$6,562.36.

Transfer from: Family Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$23,900.56.

Transfer to: Family Services Revenue (7049-0000-4-0200) in the amount of \$23,900.56.

Transfer from: Family Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$1,957.08.

Transfer to: Prevention Revenue (7062-0000-4-0200) in the amount of \$1,957.08.

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$2,012.00.

Transfer to: Dept. Family & Children Revenue (7048-0000-4-0300) in the amount of \$2,012.00.

Department: Madison County Dept Family and Children
Date: 3/26/2018
RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

MADISON COUNTY COMMISSIONERS
MAR 22 AM 9:53

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

From:	Family Council SFSC	7046	Contract Services	7046-T890-50140
To:	Dept. Family & Children	7048	Revenue Account	7048-0000-40200
		Amount: \$	6,562.36	
From:	Family Council SFSC	7046	Contract Services	7046-T890-50140
To:	Family Services	7049	Revenue Account	7049-0000-40200
		Amount: \$	23,900.56	
From:	Family Council SFSC	7046	Contract Services	7046-T890-50140
To:	Prevention	7062	Revenue Account	7062-0000-40200
		Amount: \$	1,957.08	
From:	Family Council	7040	Contract Services	7040-T890-50140
To:	Dept. Family & Children	7048	Revenue Account	7048-0000-40300
		Amount: \$	2,012.00	

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

TU = \$ 34,432.00

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

David Dume
Mark Forrest
David Hunter

C.J. _____ Page _____
Date: 3-26-18

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): AK 3/22/18

Revised 3/22/2016

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

Subject: Transfer – Approved – Job & Family Services

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

Transfer from: Family Council HMG C Contract Services (7044-T890-5-0140) in the amount of \$17,022.96.

Transfer to: Dept. HMG C Revenue (7053-0000-4-0100) in the amount of \$17,022.96.

Transfer from: Family Council FCSS Contract Services (7047-T890-5-0140) in the amount of \$12,573.00.

Transfer to: Dept. FCSS Revenue (7055-0000-4-0100) in the amount of \$12,573.00.

Department: Madison County Dept Family and Children

Date: 3/26/2018

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 HMG C	7044	Contract Services	7044-T890-50140
To: Dept. HMG C	7053	Revenue Account	7053-0000-40100
		Amount: \$	17,022.96
From: Family Council FCSS	7047	Contract Services	7047-T890-50140
To: Dept. FCSS	7055	Revenue Account	7055-0000-40100
		Amount: \$	12,573.00
From:		Contract Services	
To:		Revenue Account	
From:		Contract Services	
To:		Revenue Account	

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

TU = \$ 29,695.96

MADISON COUNTY COMMISSIONERS
000 MAR 22 AM 9:53

Roll call vote resulted as follows:

cc: Auditor _____
 Originator _____
 Originator File _____
 Transfer File _____

David Dhume _____
 Mark Forrest _____
 David Hunter _____

C.J. _____, Page _____
 Date: 3-26-18

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders). SH 3/22/18

Revised 3/22/2018

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

Barrett Brothers TTY02586LD

Subject: Transfer - Approved - EMA

Mr. Hunter moved per the request of Roger Roberts, EMA Director, to approve the transfer for the following:

Transfer from: EMA EMPG Other (2030-R200-50046) in the amount of \$4,000.00.

Transfer to: EMA Citizen CORPS Grant (2034-0000-40010) in the amount of \$4,000.00.



Madison County Emergency Management Agency

To: Madison County Commissioners
From: Roger Roberts
Re: Fund Transfer
Date: March 20, 2018

I respectfully request a transfer from account (#2030-R200-50046) to the following account:

TRANSFER: \$ 4000.00 TO: 2034-0000-40010 Citizen Corp

Thank you,

Roger Roberts

Roger Roberts
Director

MADISON COUNTY COMMISSIONERS

David Dhume
David J. A.
Mark Forrest

*Safety Expo

MADISON COUNTY
COMMISSIONERS
2018 MAR 22 AM 10: 20

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 – Enterprise Zone

Mr. Forrest moved per the request of David Kell, CIC Executive Director to approve to continue the extension of the Ohio Enterprise Zone Agreement with Madison County and Mt. Sterling Holdings LLC.

Ohio Enterprise Zone Agreement
 Issued 2/11/2014
 Modified by 10/14/2014
 2/14/2015
 Issued Date 4/2/2014
 1/14/2015

MADISON COUNTY, OHIO
 COMMISSIONERS' JOURNAL
 MARCH 26, 2018

	Committed to Agreement	Reported
Jobs Created (creation period of 30 months)	99	134
New Payroll	\$2,324,094	\$5,012,702
Jobs Retained	24	16
Investment	\$500,000	\$5,111,204
Corporate Tax Paid	(\$1,775,534) and total New Building Depreciation (does not include total depreciation)	
Corporate Tax Forgone	(\$2,821,428) New Building Depreciation (does not include original cost)	

Ohio Development Services Agency

ENTERPRISE ZONE AGREEMENT PROJECT STATUS REPORT - 2017

Project still under construction? Yes No If yes, supply construction progress: _____

Enterprise Zone (EZ) Agreement Information/Company Commitments

1. Name the business(es) party to the EZ Agreement: Mt. Sterling Holdings LLC

SIGNATURES: _____

2. Name the Local Governmental Jurisdiction(s) where the project is located:

County: Madison

City, Municipality, or Township: Mt. Sterling

Local School District: Madison Plains LSD

3. List the EZ Agreement:

a. Revision Date: 04/8/2014

b. Expiration Date: 12/31/2024

c. Amendment date(s) (please list all): _____

4. State the baseline total full-time permanent employment of the Enterprise:

a. At the facility prior to the EZ Agreement (includes total annual payroll):

Payroll: _____

b. In Ohio prior to the EZ Agreement: _____

5. Did the Enterprise close or reduce employment at another site:

a. Within Ohio as a result of this agreement (Y or N): N If yes, note community(ies) and the number of full-time permanent jobs affected:

Community: _____

Jobs: _____

b. Outside Ohio as a result of this agreement (Y or N): N If yes, note the state and number of full-time permanent jobs affected:

State: _____

Jobs: _____

6. Number of full-time permanent jobs committed to create and/or retain within the EZ Agreement:

Retain: 294 (0 changed jobs)

Create: 0

Burnett Brothers T1702966.D

1. The estimated annual payroll attributable to the new or expanded employment is
 question 1: Actual Payroll: \$3,300,000 (FY)
Forecast: \$3,814,000 (FY)

4. How do job creation goals in number of jobs relate to the EZ Agreement? 38

5. State the Enterprise's total payroll (including the total treatment of job and payroll exemption (if different from the total amount) for its operations as specified in the EZ Agreement.
Actual Payroll: \$5,890,000
 local tax exempt _____
 payroll exempt _____
 local tax exempt _____

6. State the tax exemption rates and terms provided by the Enterprise under the EZ Agreement.
Actual Payroll: 7% x 10 years
Forecast Payroll: 8% - 10 years

7. Actual Project Information as of December 31, 2017

8. State the total number of full-time permanent employees employed by the Enterprise within the state of Ohio as of 12/31/2017. 571

9. State the total number of full-time permanent employees employed by the Enterprise within the state of Ohio as of 12/31/2017.
 a. In the Enterprise: 571

10. How jobs created related to the EZ Agreement 334

11. State the number of full-time permanent employees retained by the Enterprise under the EZ Agreement. This number should reflect a year-to-year retention. 246

12. Identify total annual payroll as of 12/31/2017 attributable to the new employment (EZ) resulting from the EZ Agreement. \$15,825,768

13. State the project investment level achieved from the signing of the EZ Agreement through December 31, 2017.
Actual Payroll: \$1,140,000
Forecast Payroll: 0

14. Identify the taxes paid and forgiven in relation to your 2017 EZ Agreement.
Actual Property Tax Paid: _____
Actual Property Tax Forgone: _____
Forecast Property Tax Paid: _____

Personal Property Taxes Forgone: \$ _____
 (tax savings from property listed on tax forms 5138E)

17. Identify cumulative taxes paid and forgiven at the project site over the term of the EZ Agreement through December 31, 2017:
Cumulative Real Property Taxes Paid: \$93776.78
Cumulative Real Property Taxes Forgone: \$101,924.83
Cumulative Personal Property Taxes Paid: \$ _____
Cumulative Personal Property Taxes Forgone: \$ _____

18. State the type and total estimated value of any other incentives provided by the local authorities under the EZ Agreement: \$ _____

19. Date of the most recent Tax Incentive Review Council (TIRC) review of this project: _____

20. TIRC recommendations from most recent compliance review: CONTINUE, AMEND, TERMINATE, EXPIRED

21. Local government action/decisions on TIRC recommendations: _____

All questions are vital to the success of the program evaluation. Please take time to answer these questions completely. If you have any questions please contact your local EZ Manager.

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the EZ project as of December 31, 2017.

Enterprise's Authorized Representative:

Signature _____ Date _____

Typed Name/Title _____

Community Authorized Representative (EZ Manager or C.E.O. of local government)

Signature _____ Date _____

Typed Name/Title _____

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

Subject: Agreement – Approved – Ohio Department of Natural Resources

Mr. Hunter moved to approve the agreement for the Clean Ohio Trails Fund grant for the London Trail Gap Acquisition.



Ohio Department of Natural Resources

Division of Conservation

Office of Reclamation
Paul A. Hedrick, Chief
245 Morse Road - 4th Fl.
Columbus, OH 43229
Phone: (614) 265-6380
Fax: (614) 267-4704

March 23, 2018

Mark Forest, Coordinator
Madison County Commissioner
P.O. Box 614
London, OH 43140-0614

RE: Project COFH-254 entitled "London Trail Gap Acquisition"

Dear Mr. Forest:

I have enclosed two copies of your State-Local Project Sponsor Contract Agreement for the subject Clean Ohio Trails Fund (COTF) grant. Both copies must be signed and returned to the Office of Real Estate, 245 Morse Road, Bldg. E-2, Columbus, OH 43229. A fully signed copy will be returned to you along with additional material concerning your project. Exhibit A (enclosure to the boundary of the project), that's attached to the end of agreement.

Accompanying with this letter is an initial progress report. It is imperative that all projects are completed within 600 days or sooner from the project award date. Please complete the enclosed progress report and return it along with your signed agreements. Our Office requires that an initial progress report must be completed on all development and maintenance projects. This will help facilitate a steady flow of resources and the timely processing of reimbursement requests.

At this time the Department strongly encourages project sponsors to proceed with their design/engineering work which will help expedite to meet the project completion date.

Remember, to protect your eligibility in the Clean Ohio Trails Fund program, do not begin any portion of the project until you receive written approval to do so. I have also enclosed a description of the steps involved in carrying out your project.

Thank you for your interest in the Clean Ohio Trails Fund and good luck in completing your project. If you have any questions please feel free to contact me at (614) 265-6388. Thank you.

Sincerely,

Paul A. Hedrick
Paul A. Hedrick
Chief
Grant Program

MH

245 Morse Rd • Columbus, OH 43229-6693 • ohiodnr.com

CLEAN OHIO TRAIL FUND
STATE/LOCAL PROJECT AGREEMENT

MADISON COUNTY
COMMISSIONERS
MAY 26 AM 8:43

The State of Ohio, represented by the Ohio Department of Natural Resources (the "State"), and the Madison County Commissioners (the "Project Sponsor") agree to provide a Clean Ohio Trail project (the "Project") on the property or facilities acquired, developed or maintained pursuant to the Clean Ohio Trails Program and this Agreement (the "Property") as follows:

Acquisition of 2 parcels of undeveloped land with former rail (5.474 acres). These parcels would allow for expansion of the Ohio to Erie Trail

1. The Project Sponsor shall perform its duties and responsibilities under this Agreement in compliance with the terms, provisions, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal, incorporated herein by reference as though fully set out herein, as well as the terms set forth in this Agreement. Project Sponsor shall: (1) promptly submit to the State, such reports and documents as the State may request; (2) report any and all income obtained on the Property during the Project; (3) operate, maintain, and keep the Property for public recreation; (4) not change the use of the Property unless a proposed change is approved by the State; and (5) display a suitable sign acknowledging the Clean Ohio Trail Fund assistance.

2. This Agreement shall be effective as of the date on which the State signs this Agreement (the "Effective Date") and shall terminate on July 31, 2019 unless the Project is completed or terminated sooner, in which event this Agreement shall terminate on the date of completion or termination. The parties, by mutual written consent, may agree to extend the May 31, 2019 termination date.

3. The State may, at any time after the Effective Date, upon 14 days written notification, terminate any or all rights, duties and responsibilities under this Agreement. In the event of such termination, the Project Sponsor shall be paid a pro rata amount for that portion of the Project completed through the date of termination.

4. The State hereby agrees to (1) obligate Project Sponsor funding assistance, not to exceed \$113,258.00, from the State fund allocations made available under the provisions of the Clean Ohio Trail Fund and Am. Sub. H.B. 3 (O.R.C. 1519.05); (2) upon receipt of acceptable proof of actual eligible costs incurred by Project Sponsor in performing this Agreement, reimburse Project Sponsor funds equal to no more than seventy-five percent (75%) of such eligible costs.

5. Funds for the Project have been released by the Comptroller Board as of December 18, 2017, and encumbered by Contract Encumbrance Record Number 600035776 and were so certified by the Director of Budget and Management on January 17, 2018. Obligations of the State are subject to the provisions of Ohio Revised Code Section 165.01 which provide that the Director of Budget and Management must certify that there is a balance in the appropriation which will satisfy the contractual obligation.

6. The State and Project Sponsor mutually agree to perform this Agreement in accordance with the policies and procedures set forth by the State and the guidelines set forth in the Clean Ohio Trail Fund Project Guidelines and Application Booklet. Failure to comply with or show sufficient progress in complying with such requirements may result in the termination of this Agreement.

Bureau Brothers T1705564.D

London Trail Gap Acquisition

COTF-34

7. Project Sponsor shall promptly represent and warrant to the State that neither it nor any of its contractors or subcontractors are subject to any federal or state laws, rules, regulations, orders, or decrees that would prohibit or restrict the performance of the project in any way.

8. If the Project Sponsor proposes any modifications to the approved and stamped by a registered professional engineer as to the location, extent, or nature of the work in accordance with the approved construction plans and specifications, the Project Sponsor shall comply with the Administrative Procedure Act of 1991 (Public Law 99-483, 56 U.S.C. 551-552) and the Ohio Administrative Code (OAC) 150.01-01. Project Sponsor shall promptly comply with these specifications by the contract.

9. The Property shall be retained and used only for public recreation purposes. The Property shall be kept open to the public for use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the Property. The use of the Property shall not be changed from that approved when Ohio Trail Fund assistance was obtained without prior written approval from the State.

10. The Property shall be operated and maintained so as to be safe, attractive, and inviting to the public. Structures and auxiliary facilities shall be maintained to comply with applicable state and local health standards, building, recreation and support facilities, and other improvements shall be kept in reasonable repair throughout their useful life expectancy beyond their deterioration.

11. Any new facilities constructed on the Property shall, whenever possible, be designed to accommodate people with disabilities. Any modifications to existing structures shall take into account the needs of people with disabilities. It is understood that this requirement is applicable to any construction occurring on the Property regardless of the funding source for the improvement.

12. User fees charged for the Property, if any, shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. User fees cannot be used as a source of funding for the Property and shall be returned to the public in the form of improved facilities or services at the facility site.

13. A Clean Ohio Trail Fund acknowledgment sign shall be prominently displayed at the Property or facilities on the Property.

14. Pursuant to RC 153.11, neither Project Sponsor nor any person acting on behalf of Project Sponsor shall discriminate, by means of race, color, religion, sex, age, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry against any person in the employment of any person qualified and available to perform the work under this Agreement. Project Sponsor further agrees that neither Project Sponsor nor any person acting on behalf of Project Sponsor, shall discriminate in any manner against, harass, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry. Project Sponsor agrees to comply with all pertinent provisions of Section 153.11 of the Ohio Revised Code.

London Trail Gap Acquisition

3

COTF-34

15. Project Sponsor is an independent contractor as defined by the Internal Revenue Code. If Project Sponsor is a Public Employees Retirement System (PERS) member, as defined by R.C. § 145.38, Project Sponsor shall notify the State of Ohio of such status in writing prior to the commencement of the Project. Notices pursuant to this Paragraph IV shall be sent to the State's Director of Human Resources by mail at 2045 Morse Rd., Building D-1, Columbus, Ohio 43229, by fax at (614) 265-7995, or by email at HRD@state.ohio.gov. The State shall not be responsible for any changes to Project Sponsor's retirement benefits that may result from entering into this Agreement, nor shall the State make any contributions to the PERS on behalf of any of the individuals employed by Project Sponsor, or its sub-Project Sponsors or other agents. Project Sponsor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of R.C. Chapter 145. Project Sponsor certifies that it is a business entity with five or more employees as defined at R.C. § 145.031(A) for the purposes of the application of R.C. Chapter 145, or that Project Sponsor has completed the necessary forms and returned it to the State of Ohio if Project Sponsor is an employer with no more than four (4) employees.

16. Project Sponsor shall comply with all applicable state and federal laws regarding drug-free workplace. Project Sponsor shall make a good faith effort to ensure that all of Project Sponsor's employees, while working on the Property, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

17. Project Sponsor affirms that, as applicable to it, no party listed in Division (3) or (4) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committee.

18. The Project Sponsor shall comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Project Sponsor and its employees are not employees of the State with regard to the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and state revenue and tax laws. Project Sponsor accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Project Sponsor in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. The State is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.

19. The laws of the state of Ohio shall govern this Agreement and any claims arising out of this Agreement. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect, including, without limitation, Revised Code Section 149.43. Any litigation arising out of, or relating in any way to, this Agreement or the performance hereunder shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio, and Project Sponsor hereby irrevocably consents to such jurisdiction.

20. Project Sponsor shall comply with the prevailing wage requirements, as may be applicable, described under R.C. Chapter 4115. Project Sponsor shall pay to laborers and mechanics performing work under this Agreement the prevailing wage rates of the locality where the work shall be performed, as determined by the Ohio Department of Commerce, Division of Industrial Compliance, Wage and Hour Bureau. Project Sponsor shall submit payroll reports to the Ohio Department of Commerce that are certified by it that the payroll is correct and complete and the wage rates shown are not less than those required by this Agreement. Project Sponsor is responsible for submitting payroll reports of subcontractors to the appropriate Ohio regulatory agency.

London Trail Overlay Application

0077-034

11. Project Sponsor shall comply with the prevailing regulatory requirements as they are applicable, established or adopted by the relevant regulatory agency for the proposed project. Project Sponsor shall pay all fees and maintain performance bonds under the Agreement for the prevailing wage rates of the locality where the work shall be performed, as determined by the United States Department of Labor. Project Sponsor shall submit periodic reports to the relevant regulatory agency that are certified by it that the project is current and complete, and the wage rates shown are not less than those required by the Agreement. Project Sponsor shall be responsible for submitting periodic reports of non-compliance to the appropriate federal regulatory agency.

12. By signing this Agreement, Project Sponsor certifies that it (a) it has not owned and understands the Ohio election and conflict of interest law as found in Ohio Revised Code Chapter 159 and in Ohio Revised Code Sections 159.01 and 159.02, and (b) shall take no action inconsistent with these terms. Project Sponsor understands that failure to comply with Ohio's election and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

13. The State is not licensed for the administration of its various tax programs in the various appropriate amount of tax return of the performance in accordance with section 5711 of the Ohio Revised Code.

14. Project Sponsor shall be solely responsible for any and all claims, demands, or causes of action arising from Project Sponsor's obligations under this Agreement, including any costs, attorney fees or expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that the State does not indemnify Project Sponsor. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State or the immunity of any of its employees or agents for any purpose. It is agreed that the State shall be liable for indirect, consequential, special, liquidated, or punitive damages, or lost profits.

15. In case any one or more of the provisions previously contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and in such, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed to be a valid, enforceable, and enforceable provision and never been null and void.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be one and the same instrument. This Agreement may be executed and delivered by electronic means in accordance with the Electronic Signatures in Global and National Commerce Act.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement as of the date stated below.

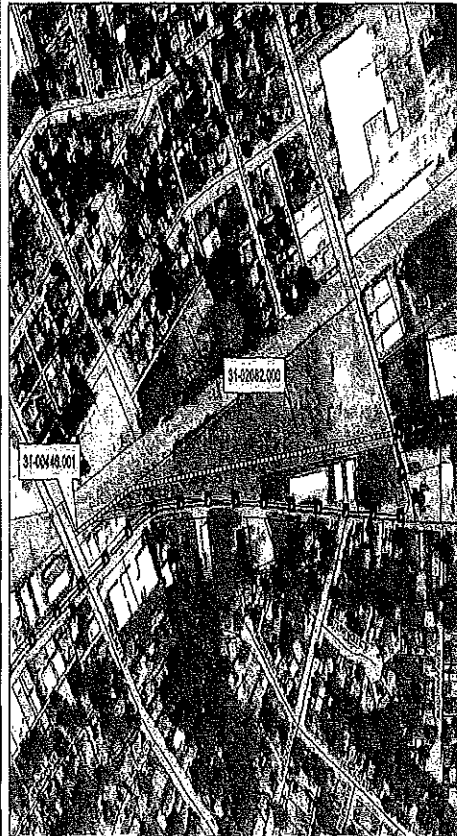
STATE: **FRANCIS CONNOR**
 (Ohio Department of Natural Resources) *Madison County Commissioner*

Paul R. Doherty, Chief
 (Ohio Dept of Nat'l Resour.) *By: [Signature]*

Project Director
David M. [Signature]

Date: _____

Appendix A



Legend

- Ohio to Erie Trail
- "London Gap" Parcel
- parcels
- Proposed Rail-Trail

USDA

Source data is Madison County GIS Office

Note: The portion of parcel 31-00882-00 with structures will not be included in the sale.

Scale: 0 100 200 300 feet

North Arrow: N

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

Subject: Procurement Services – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the Madison County's Procurement for 2018 – 2020 for the CDBG and HOME program administrative services.

CDC OF OHIO, INC.

(Community Development Organizations)

March 14, 2018

Madison County Board of Commissioners
Madison County Courthouse
111 West Street, 10th Floor
London, OH 43140
Attn: Tracy Winters

Re: Madison County Procurement for 2018 - 2020 CDBG and HOME Program Administrative Services

Dear Commissioners:

Regarding the CDC, the County provided to the Statement of Qualifications (SOQ) procurement process due to the change CDC was making to the CDBG and HOME programs. Historically, the State required administrative services to be provided on a grant by grant basis. However, this approach only worked when contractors have the workload capacity that will be available in an annual basis.

The State is proposing a number of changes again this year to its CDBG and HOME grant program. I understand Madison County outside using the Statement of Qualification process for grant administration services rather than procuring on a grant by grant basis. I believe it is the best way to procure for administrative services since we do not know what the changes and workload will be for 2018-2020 program.

The Statement of Qualification (SOQ) method of procurement is acceptable to the Ohio Development Services Agency (ODSA). ODSA will allow organizations to procure an administrative firm for three years, based on its qualifications, if certain steps are followed and documented. In this regard, the County process qualifications and select a firm using the required scoring process. In turn, the County has requests a cost proposal from the top firm of firms for each grant program since the budget are determined by ODSA. Finally, as the director of each grant program issues public, the County maintains a contract with the selected firm in accordance with grant.

Continuing with the Statement of Qualification method rather than using the majority of CDBG and HOME program grants Madison County is eligible to apply for are new two year allocations. The CDBG Program has approved two year grant and since 2011, the County CDBG applications are included at least out of the competition two year grant. Consequently, there has been a significant increase in competition for two year grant.

Thank you for your attention to this matter.

COPY SENT TO COMMISSIONERS MARCH 27 AM 8:23

Madison County 2018 - 2020 CDBG HOME Program
Administrative Procurement Letter
March 16, 2018
Page 2 of 2

I have enclosed a sample packet to assist you with this style of procurement. The sample Request for Qualification encompasses these calendar years (2018 - 2020).

Please feel free to revise the documents and the dates to your satisfaction. The mechanics of this procurement process remain the same. The County will have to publish the enclosed notice one time in the newspaper. It will also have to mail the Request for Qualifications to at least three firms at the time the notice is published, being sure the date listed in the newspaper notice and on page three of the sample RFO match, and are at least two weeks after the date of publication. The Request for Qualifications is also sent to any firms possessing an RFO package as stated in the Public Notice.

Once the Statements of Qualification have been received, the County will have to score all proposals using a preferred rating tool. A sample rating tool is enclosed. At least three people from the County are required to complete a rating tool. The Commissioners may elect to score the SOQ's themselves, or they may choose to have additional County staff and/or officials (e.g., the County Auditor, the County Engineer, etc.) complete the scoring. When the County makes its selection, it will need to pass a resolution and notify the firm that it has been selected for negotiations.

Be sure to keep a record of the published notice, which firms were sent a procurement package, which firms responded, and copies of the rating sheets for each respondent. These documents will be reviewed by the State when individual grants are monitored for compliance.

If you have any questions, or need additional information, please do not hesitate to call me at (614-449-8377).

Sincerely,


Whitaker W. Wright
Senior Planner

Enclosures

c. file

Madison 2018 - 2020 CDBG HOME L10 County Court Order

SAMPLE

PUBLIC NOTICE OF REQUEST FOR QUALIFICATIONS

Madison County, Ohio intends to apply for and administer various Community Development Block Grant and Home Investment Partnership grant funds over the next three (3) years. The County is interested in acquiring the services of a consulting firm, individual, or organization to assist the County in applying for and administering these programs. Procedures for selection of an individual/firm will be in accordance with procurement requirements of the Ohio Development Services Agency - Office of Community Development and provisions of the Ohio Revised Code.

All responses will be evaluated in terms of experience, quality of work and capacity to perform the work requested. Madison County is interested in firms with experience in CDBG and Federal HOME Program administration, small purchase procurement, professional services procurement and construction contract procurement, experience conducting environmental reviews, fair housing/appl. opportunity requirements, financial management, acquisitions, contract management, labor compliance laws, and audits. The evaluation will be assessed in terms of qualifications, experience, program knowledge, staff, references, cost and other factors. The County will negotiate contracts with the respondent obtaining the highest total score in the evaluation process.

Interested parties are invited to secure a Request for Qualifications package from Madison County Board of Commissioners, P.O. Box 611 N. Main Street, Leosco, Ohio 43140 (740) 852-2972.

All proposals must be received by Close of Business, April 11, 2018 in order to be considered. Madison County is an Equal Opportunity Employer.

Advertise one time on March 23, 2018

SAMPLE

DATE: March 23, 2018

TO: Consulting/Planning Firm

FROM: Madison County Board of Commissioners
Madison County Court House
111 Main Street, P.O. Box 611
Leosco, OH 43140
74342-2972

RE: MADISON COUNTY CDBG AND HOME PROGRAMS
REQUEST FOR QUALIFICATIONS FOR 2018 - 2020

The Madison County Board of Commissioners intends to apply for and administer Community Housing Impact and Preservation grants and various Community Development Block Grants and Home Investment Partnership grants over the next three (3) years. The County is requesting Statements of Qualifications from qualified consulting firms or individuals for the purpose of providing professional administrative and implementation services for calendar years 2018, 2019 and 2020.

The required Scope of Services will be as follows:

1) Application

The Consultant shall follow the Ohio Development Services Agency, Office of Community Development's (ODSA, OCD) requirements and shall prepare the applications and submit them to the ODSA, OCD by the grant deadline.

2) Public Hearings

The Consultant shall attend any required public hearings, Housing Advisory Committee meetings, and CDBG planning sessions, as requested by the County, including other required citizen participation meetings.

3) Grant Administrator Services

The Consultant shall be the County's designated grant administrator, and shall start providing the following services immediately upon submittal of the application.

4) Representative - The Consultant shall be the County's designated agent in all dealings with the Ohio Development Services Agency's staff. This shall include representing the County in all aspects of the CHIP and CDBG programs applications, monitoring, performance reports, ODSA workshops, classes, media and similar activities. The Consultant shall work directly for the County and shall report to the Commissioners as often as needed and/or as requested by the County in order to keep the County informed and involved in all activities during the course of the application phase, and during the course of the project, if funded.

Beavercreek Brothers, T: 702558110

Madison County CDBG and HOME Program
Request for Statement of Qualifications
Page 1

- 8) **Planning** - The Consultant shall be responsible for assisting in preparation and review of all grant documents which require or should require County approval prior to submittal to the CDBG or HOME or other funds.
- 9) **Office Procedures** - The Consultant shall be responsible for assisting in Office Procedures activities with assistance from other local officials and offices as appropriate.
- 10) **Personnel** - The Consultant shall be responsible for the establishment of a sound budget system for all aspects of their program in accordance with rules and regulations. The Consultant shall assist and supervise any other persons, firms, agencies, etc., involved in the program in establishing sound budgeting systems appropriate with their grant funds.
- 11) **Bookkeeping** - The Consultant, with local staff assistance as needed, will be responsible for establishing and operating a bookkeeping and financial management system as needed to meet the rules and regulations of their program.
- 12) **Environmental Review** - The Consultant shall perform all required Environmental Review procedures, complete the Environmental Review Report and obtain the release of funds.
- 13) **Title Review and Equal Opportunity** - The Consultant shall be responsible for assisting the County in meeting its title review and equal opportunity processes in all projects in the grant program.
- 14) **Construction and Personnel Oversight** - The Consultant shall be responsible to oversee the procurement of engineering, construction and small purchase procurement. Review of final and final reports. This shall include, but not be limited to, providing input, their records, equal employment opportunity and monitoring systems.

9) **Other Rules and Regulations**

The Consultant shall be the County's first person in writing that other County officials under the CDBG and HOME program as set. These will include, but not be limited to: Compliance with Executive Order 11975, Federal Investment Regulations, Property Management, Acquisition of Local Property, Maintenance, Recording and Insurance, Historic Preservation, Flood Insurance, Ohio Air Act, Water Pollution Control Act, Public Aid, and other HUD, State, or Federal regulations in periods in the administration of these grants.

9) **Local Staff Needs**

The Consultant will provide trained, qualified staff to undertake the services requested. The Consultant will provide a financial listing budget, floor plan, and any other necessary staff as a part of the Consultant's services upon submittal or request by the County, or will indicate how these services will be achieved using an alternative method.

Madison County CDBG and HOME Program
Request for Statement of Qualifications
Page 3

Request for Statement of Qualifications

If you are interested in performing the work as specified above for the County, please submit:

1. A description of the firm, including number of years in existence and number of years the firm has actively been providing community development and planning services to clients; and
2. A list of clients with appropriate contact persons; and,
3. A description of your firm's experience in providing CDBG and HOME assistance to communities (and particularly experience in administering Housing Improvement Programs, CDBG Formula Programs and related CDBG Programs); and,
4. Resumes of the principals of the firm and those persons who would be performing the specified services; and,
5. Experience in Madison County or similar communities.

Please return Statements of Qualifications and other items requested to the Madison County Board of Commissioners at the following address:

Madison County Commissioners
Madison County Court House
118 Main Street, P.O. Box 618
London, OH 43140

All responses must be received by Madison County no later than Close of Business (COB) April 11, 2018.

All Statements of Qualifications received by the due date will be reviewed and ranked by the County. The Commissioners will then request a meeting, if necessary, with the top rated firms (no more than 3 maximum). Contracts will be negotiated with the selected firm for each grant program.

c. file

Madison Hill CDBG/HOME Request

Professional Services Rating Form

RFP Received from: _____

Date: _____

Project: Administration and Implementation of CDBG, HOME and OHTF Programs 2013, 2019, 2020

Maximum Points: 90
Scoring: Poor 0 – 10 Excellent

Category:	Points:
1.) Qualifications of firm for administration and implementation of services requested	_____
2.) Qualifications of staff persons assigned to the project	_____
3.) Experience of firm with type of services requested	_____
4.) Experience of firm with State and Federal compliance	_____
5.) Firm and staff knowledge of local program and activities proposed	_____
6.) Performance in completing the project within the time frame and the budget	_____
7.) Capacity of firm to provide all necessary requirements	_____
8.) Consistency of Proposal with information requested	_____
9.) Overall Impression of the firm's capacity/ability to perform the services requested	_____

Total Score: _____

Comments:

Signatures:

Rated By: _____

Rating Form

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

Barnes Brothers 71702568.D

Subject: Domby Ditch Hearing

The Domby Ditch # 209 final hearing took place on Monday March 26, 2018 at 11:00 a.m.

Those Present

MADISON COUNTY COMMISSIONERS

Domby Ditch #209 Final Hearing
March 26, 2018 - 11:00 a.m.

- 1. DAVID VUTZY
- 2. Bob Flurry
- 3. Jim Harshberger
- 4. [Signature]
- 5. Jane Jacobs
- 6. Robert Williams
- 7. Rob Stone
- 8. [Signature]
- 9. [Signature]
- 10. [Signature]
- 11. [Signature]
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____
- 23. _____

Subject: Domby Ditch # 209 – Approved – Engineer

Mr. Forrest moved to approve the Domby Ditch # 209 ditch with the recommendation below.

Option 3 - With the liability of not knowing what is in the future to be upgraded with the complete replacement and too many variables and options that could become contaminated again in the future to have some access with the ability to drain into the tile going into the pond.

REPORT OF COUNTY ENGINEER
Revised Code, Sec. 3151.39

3625
MADISON COUNTY
COMMISSIONERS
17 MAR 26 AM 11:47

In the Matter of the Domby Ditch. Madison County Engineer's Office,
Single County Ditch No. 209

Madison County, Ohio

March 26, 2018

Petitioned for by Larry Huston

and others.

Proceedings to: Re-establish
surface and subsurface
drainage for residences along
Morgan Road and place system
known as the Domby Ditch on
County Maintenance.

To the Board of County Commissioners Madison County, Ohio:

The undersigned County Engineer, in obedience to the order of your Board, made on the 16th day of January, 2018, proceeded in the above matter, and visited the proposed location of said improvement and made the necessary survey for the proposed improvement, as found by the Commissioners, plans for structures, maps showing the location of the land proposed to be assessed, and profiles showing the cutting and gradient of the improvement, and made an estimate of the actual cost of the construction together with the cost of engineering and the cost of notices, publication and other incidental expenses, of said improvement; and set proper construction stakes, beginning at the upper terminus of the improvement, and noted the intersection of the line of the improvement with the apparent land boundaries of separate owners, township and county lines, natural land marks, road crossings, or other lines or marks; and took and noted necessary levels off the lines of the improvement for contour purposes, to determine the area, of the land subject to drainage, and to determine the extent of benefits to the land affected by the construction of the improvement.

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

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

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

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

I also prepared proper working sections for the construction of the improvement, including retaining walls, size and kind of tile, and included the width for permanent maintenance, etc.

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

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

I hereby recommend the Domby Ditch maintenance district in which this improvement shall be placed, and I have included \$ 982.79 in the construction costs for the maintenance of said district for one year.

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

Subject: Retention Meeting

The quarterly Retention meeting took place on Monday March 26, 2018.

Those Present

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

1. Rene Zbindl
2. Rob Stone
3. Michael Williams
4. Orin Hunk
5. Randy Harris
6. Steve Bell
7. Kristy Zerkow
8. M.H. Ford
9. AB
10. David
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

- In April the Auditor's department will have pallet rack space available to store records at the Lafayette Street building.

Subject: Resolution – Approved – Family Council

Mr. Forrest moved to approve for Rob Slane, County Administrator, to become a 2018 Family Council member.

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. Hunter moved to enter into executive session at 9:10 a.m. to discuss economic development.

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

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved to exit out of executive session at 9:20 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 – Executive Session

Mr. Forrest moved to enter into executive session at 10:16 a.m for personnel issue.

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. Hunter moved to exit out of executive session at 10:43 a.m. No action was taken.

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

Subject: Resolution – Approved – Farmers Market

Mr. Hunter moved to approve a resolution for The London Downtown Association to have a Farmer's Market in the summer of 2018 near the Courthouse.

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

Subject: Personnel Action – Approved – Sick Leave Donation

Mr. Forrest moved to approve the sick leave donation for the following:

Donation from: Brenda Lightfoot of 80 hours sick leave.

Donation to: Amber Conway of 80 hours sick leave.

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

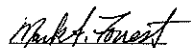
Subject: Meeting Request – Approved – Auditor

Mr. Hunter moved per the request of Jennifer Hunter, Auditor, to approve the required meeting request in compliance of Section 325:20 ORC.

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: 