

Commissioners Journal # 90 Page 149 April 23, 2019

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Dr. Xenikis 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. Hunter, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Transfer – Approved – Job & Family Services

Dr. Xenikis moved per the request of Sherry Baldwin, Job & Family Services Fiscal Office, to approve the budget revision for the following:

From: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$1,052.00.

To: Prevention (7062-0000-4-0200) in the amount of \$1,052.00.

From: Dept. HMG Part C Contract Services (7053-T893-5-0140) in the amount of \$16,677.74.

To: Dept HMG GRF Part C (7052-0000-4-0100) in the amount of \$16,677.74.

From: Department FCSS (7055-T894-5-0140) in the amount of \$8,297.00.

To: Family Services (7049-0000-4-0100) in the amount of \$8,297.00.

MADISON COUNTY
COMMISSIONERS

Department: Madison County Dept Family and Children 2019 APR 18 - PM 12:52

Date: 4/22/2019

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Council SFSC	7046	Contract Services	7046-T890-5-0140
To:	Prevention	7062	Revenue Account	7062-0000-4-0200
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	1,052.00	
From:	Dept. HMG Part C	7053	Contract Services	7053-T893-5-0140
To:	Dept. HMG GRF Part C	7052	Revenue Account	7052-0000-4-0100
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	16,677.74	
From:	Department FCSS	7055	Contract Services	7055-T894-5-0140
To:	Family Services	7049	Revenue Account	7049-0000-4-0100
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	8,297.00	
From:			Contract Services	
To:			Revenue Account	
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

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

Totals: \$ 25,026.74

Roll call vote resulted as follows:

cc: Auditor Tony Xenikis
 Original Mark Forrest
 Original David Hunter
 Original C.J. _____
 Transfer File Date: 4-23-19

REQUESTER ACKNOWLEDGMENT: I have reviewed the above referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including travel purchase orders) 4/22/19

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From: Council Contract Services (7040-T890-5-0140) in the amount of \$2,012.00.
To: Department F & C (7048-0000-4-0300) in the amount of \$2,012.00.

From: Council Contract Services (7040-T890-5-0140) in the amount of \$1,000.00.
To: Family Services (7049-0000-4-0300) in the amount of \$1,000.00.

From: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$3,355.00.
To: Department F & C (7048-0000-4-0200) in the amount of \$3,355.00.

From: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$6,488.00.
To: Family Services (7049-0000-4-0200) in the amount of \$6,488.00.

HARRISON
COMMISSIONER

Department: Madison County Dept Family and Children
Date: 4/23/19
RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

Approved by	and seconded by		
In support of the following fund(s)			
From: Council	7040	Contract Services	7040100000
To: Department F&C	7048	Revenue Account	7048000000
	for fee	Account	Account
	Account #	201200	
From: Council	7049	Contract Services	7049100000
To: Family Services	7049	Revenue Account	7049000000
	for fee	Account	Account
	Account #	100000	
From: Council SFSC	7046	Contract Services	7046100000
To: Department F&C	7048	Revenue Account	7048000000
	for fee	Account	Account
	Account #	335500	
From: Council SFSC	7046	Contract Services	7046100000
To: Family Services	7049	Revenue Account	7049000000
	for fee	Account	Account
	Account #	648800	

Reason for Request:
Transfer funding from various other departments to provide additional services.

Prepared by: [Signature]
Reviewed by: [Signature]
Approved by: [Signature]
Date: 4-23-19

FOR THE HARRISON COMMISSIONER: [Signature]

Sissy Wiseman

From: Sissy Wiseman [mailto:sissyw@com.madison.oh.us]
Sent: Thursday, April 18, 2019 12:51 PM
To: Sherry Baldwin
Subject: RE: Message from 'FAMILY-COUNCIL-RICOH-C3800'

Yes.

-----Original Message-----
From: Sherry Baldwin [mailto:shald@com.madison.oh.us]
Sent: Thursday, April 18, 2019 11:45 AM
To: Sissy Wiseman
Subject: RE: Message from 'FAMILY-COUNCIL-RICOH-C3800'

Hi Sissy,
Could you please have the two page transfer request approved for me next week?
Thank you.
Sherry

-----Original Message-----
From: sssw@com.madison.oh.us [mailto:sssw@com.madison.oh.us]
Sent: Thursday, April 18, 2019 12:53 PM
To: Sherry Baldwin
Subject: Message from 'FAMILY-COUNCIL-RICOH-C3800'

This E-mail was sent from 'FAMILY-COUNCIL-RICOH-C3800' (PP C3800).

Sent: 04/18/2019 12:52:42 (-0400)
To: sssw@com.madison.oh.us

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

Subject: Budget Revision – Approved – Professional Services

Dr. Xenikis moved to approve the budget revision for the following:

Decrease: Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$8,604.00.

Increase: Professional Services (1000-A01A-5-0045) in the amount of \$8,604.00.

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

Subject: Increase PO Funding – Approved – Professional Services

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Professional Services (1000-A01A-5-0045) PO # 1771 in the amount of \$23,604.00.

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

Subject: Budget Revision – Approved – Sublease

Dr. Xenikis moved to approve the budget revision for the following:

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

Increase: Sublease (1000-A15A-5-0515) in the amount of \$500.00.

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

Subject: Budget Revision – Approved – CIO

Dr. Xenikis moved to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$1,000.00.

Increase: CIO Other (1000-A06G-5-0046) in the amount of \$1,000.00.

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

Subject: Budget Revision – Approved – Courthouse Repairs

Dr. Xenikis moved to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$11,460.00.

Increase: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$11,460.00.

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

Subject: Increase PO Funding – Approved – Courthouse Repairs

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 1875 in the amount of \$11,460.00.

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

Subject: Budget Revision – Approved – Commissioners

Dr. Xenikis moved to approve the budget revision for the following:

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

Increase: Commissioners Supplies (1000-A01A-5-0030) in the amount of \$1,500.00.

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

Subject: Lease Agreement – Approved – Madison County Future Inc.

Dr. Xenikis moved to approve the lease agreement between the Board of Madison County Commissioners and Madison County Future Inc. for the purpose of a domestic violence shelter.

LEASE AGREEMENT

MADISON COUNTY COMMISSIONERS

4/23/19 23 MAR 9 56

This Lease is made on this 23rd day of April, 2019, by and between Lessor, Madison County Future, Inc., whose address is 750 West Boulevard, London, Ohio 43140 and the Lessee, Madison County Board of Commissioners, whose address is 1 North Main Street, London, Ohio 43140.

Section 1. Grant of Lease. Lessor leases to Lessee, and Lessee leases from Lessor, upon the terms and conditions set forth below, the property (the "Leased Premises") consisting of (i) the real property of approximately _____ Ohio, as more particularly described in Exhibit A attached to this Lease, (ii) the Domestic Violence Shelter containing and all other improvements and appurtenances to be constructed on the real property in accordance with the provisions of Section 4 of (hereinafter the "Building" which term is more particularly defined in Section 4), (iii) all other improvements now or in the future located on the real property, and (iv) all other rights and easements appurtenant to the real property, the Building and other improvements.

Section 2. Term. The term of this Lease (the "Term") shall be five (5) years, commencing on _____ (the "Commencement Date") and ending on _____ Lessee shall have the option to extend this lease for 5 years with 30 days written notice prior to the termination of the lease.

Section 3. Rent. Lessee shall pay Lessor as rent for the Leased Premises, the following amount on the following basis: _____

Section 4. Description of Lease Premises. (A) The following terms used in this Lease shall have the meanings set forth below:

(i) "Commencement Date" shall mean the date first referenced above;

(ii) "Building" shall mean Domestic Violence Shelter together with utility facilities and related improvements to be constructed substantially in accordance with the preliminary plans and specifications described in Exhibit B attached to this Lease (the "Preliminary Specifications") and substantially in accordance with the final design, plans and specifications.

(iii) The Building shall be "Available for Occupancy" when the Building has been substantially completed by Lessor in accordance with the Final Plans such that Lessee may commence its use and occupancy of the Building, subject only to the installation of furniture, fixtures and other household improvements that Lessor is not obligated to furnish pursuant to the Final Plans.

(iv) Lessor and Lessee each agree to designate a representative who will be authorized to approve plans and Change Orders and to take other action on behalf of Lessor or Lessee relating to the construction of the Building pursuant to this Section 4. Lessor's initial representative is _____ and Lessee's initial representative is _____. If for any party may change its representative by written notice to the other in the manner provided in this Lease.

(v) The parties stipulate that final plans and construction specifications have been established and agreed to by the parties.

During construction, Lessee shall have the right to request changes in the Final Plans by submitting to Lessor a request for a Change Order. If the proposed change is acceptable to Lessee,

Lessor shall prepare a Change Order containing the plans and specifications necessary for the change and setting forth the additional costs and time necessary to accomplish the same. Lessee shall then review and sign the Change Order to indicate its acceptance of and agreement to pay for the changes set forth in the Change Order. Lessor also shall be entitled to a Change Order (which Lessee shall promptly sign) if Lessor incurs additional costs due to delays, acts or omissions of Lessee. However, if Lessor's construction of the building is delayed due to causes beyond Lessor's reasonable control as provided in Section 4A, and the delay is not due to Lessee's acts or omissions, Lessor shall not be entitled to a monetary adjustment. Lessee agrees to pay in cash to Lessor, within thirty (30) days after approval of any Change Order, the agreed amount of the additional cost resulting from Lessor's performance of work pursuant to the Change Order. After approval of any Change Order, the term "Final Plans" shall mean the Final Plans defined above, as modified by the Change Order. Subject to the provisions of Section 4A below, it is anticipated that the Building will be Available for Occupancy by not later than _____.

(4A) If Lessor is delayed at any time in the construction of the Building by any act or neglect by the Lessee or by any agent, employee, or other person or entity in privity with Lessee, or by Change Orders, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions, delay in obtaining licenses or permits or other actions of governmental authorities, unavailable materials, unavailability of labor, materials or equipment, or any other causes beyond the Lessor's control, then the time for the completion of the Building shall be extended for the period of the delay. If for any reason, including Lessor's default, the Building is not Available for Occupancy on or before _____, Lessee's sole remedy shall be either to (i) extend the time for completion (without Lessor being liable to Lessee for any damages or penalties on account of the delay) or (ii) terminate this Lease, in which event the parties shall be released from all further liability under this Lease.

(4B) When Lessor believes that the Building is Available for Occupancy, Lessor shall notify Lessee and the parties shall conduct an inspection and jointly prepare a punch list of incomplete items. If there is a dispute as to whether the Building is Available for Occupancy, the issue shall be referred to the Lessor's architect, and the decision of the architect shall be binding upon all the parties. Unless it is impractical to do so, all punch list items shall be completed within thirty (30) days after the delivery of the possession. Lessee's taking of possession shall be evidence that the Building was in satisfactory condition, except for the punch list items.

(4C) Lessee shall take possession of the Leased Premises on the date that the Building is Available for Occupancy. Prior to that date, Lessee may enter the Building in such a manner that Lessee will not interfere with Lessor's contractors, to install trade fixtures, equipment, furnishings and the like. All entries prior to the date that the Building is Available for Occupancy shall be subject to the terms and conditions of this Lease, except that Lessee's obligation to pay the Base Rent and other charges under this Lease shall not commence until the date that the Building is Available for Occupancy.

Section 5. Net Lease. Except as otherwise specifically provided, this Lease is a "net" Lease. Lessee shall pay all rent and all other charges due under this Lease without notice or demand and free from any charges, taxes, assessments, impositions, claims, damages, expenses, deductions, set-offs, counter-claims, set-offs, suspensions or defenses of any kind. It is the intention of the parties that the obligations of the Lessee shall be separate and independent covenants, that the rent and all other charges payable by Lessee shall continue to be payable in all events, and the obligations of Lessee shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision of this Lease. Except as otherwise specifically provided in this Lease, Lessee shall pay and be responsible to Lessor for all costs, expenses, obligations, liabilities and acts necessary to and for the proper use, operation,

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maintenance, care and occupancy of the Leased Premises. Lessee waives all rights now or in the future conferred by law to quit, terminate or suspend this Lease or the Leased Premises or to any abatement, suspension, defunct or reduction of the rent or any other charges and under this Lease, except as otherwise expressly provided in this Lease.

Section 6. Alterations - During the term of this Lease, Lessee, at its sole expense, may make interior, nonstructural alterations and improvements to the Building, but only if the plans for such alterations or improvements have first been approved by Lessor. Lessor's approval shall not be unreasonably withheld. Lessee shall make no exterior or structural alterations or improvements to any portion of the Leased Premises without Lessor's consent in Lessor's discretion.

Section 7. Compliance With Law and Agreements - [7.1] Lessee at its sole cost shall comply with and cause the Leased Premises to be in compliance with all laws, ordinances and regulations, and other governmental rules, orders and determinations, including but not limited to the Americans with Disabilities Act, now or in the future or subsequently enacted, whether or not presently contemplated (collectively "Legal Requirements") applicable to the Leased Premises or its use and all contracts (including insurance policies), agreements, covenants, conditions and restrictions applicable to the Leased Premises or the occupancy or use of the same.

[7.2] Without limiting the provisions of Section 5.1, Lessee agrees that if any addition, alteration, change, repair or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the term of this Lease because of a Legal Requirement, or other contracts, agreements, covenants, conditions or restrictions now or in the future in effect with respect to the Leased Premises, the entire expense, irrespective of when the same shall be incurred or become due, shall be the sole liability of the Lessee, and the Lessor shall not be called upon to contribute to the same; however, the foregoing shall not be deemed to relieve the Lessor from its obligations under Section 5.1).

Section 8. Liens - [8.1] Lessee will not create or permit to be created or to remain, and will promptly discharge, at its sole expense, any lien, encumbrance or charge upon the Leased Premises or upon the Lessor's leasehold interest, of any person claiming under or through Lessee. This obligation includes, but is not limited to, any lien, encumbrance or charge that arises out of the use or occupancy of the Leased Premises by Lessee or by any means of any construction, addition, alteration or repair of any part of the Leased Premises by Lessee.

[8.2] Nothing in this Lease shall be construed as constituting the consent or request of Lessor, express or implied, to any contractor, subcontractor, laborer, material man or vendor for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition or repair to the Leased Premises. Lessor gives notice that it will not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding the Leased Premises or any part or interest in the Leased Premises, through or under Lessee, and that no mechanic's or other lien for any such labor or materials shall attach to or affect Lessor's interest in the Leased Premises. In connection with any work done on the Property performed by the Lessee, Lessee shall post and record a Notice of Commencement that indicates Lessor's status as that of Lessor. And does not in any way imply that Lessee is acting as an agent of Lessor or that Lessor is a contracting party.

Section 9. Taxes, Assessments and Other Charges - [9.1] Lessee agrees to pay all "Taxes" (as defined below) against the Leased Premises becoming a lien during the term of this Lease and a pro rata portion of the installments of Taxes which become a lien in the year in which the Commencement Date and expiration date of this Lease occur, such pro rata share to be determined as of the Commencement Date and expiration date in accordance with the customary method of prorating real estate taxes in Madison County, Ohio. Lessee shall not be obligated to

maintain, care and occupancy of the Leased Premises. Lessee waives all rights now or in the future conferred by law to quit, terminate or suspend this Lease or the Leased Premises or to any abatement, suspension, defunct or reduction of the rent or any other charges and under this Lease, except as otherwise expressly provided in this Lease.

Section 6. Alterations - During the term of this Lease, Lessee, at its sole expense, may make interior, nonstructural alterations and improvements to the Building, but only if the plans for such alterations or improvements have first been approved by Lessor. Lessor's approval shall not be unreasonably withheld. Lessee shall make no exterior or structural alterations or improvements to any portion of the Leased Premises without Lessor's consent in Lessor's discretion.

Section 7. Compliance With Law and Agreements - [7.1] Lessee at its sole cost shall comply with and cause the Leased Premises to be in compliance with all laws, ordinances and regulations, and other governmental rules, orders and determinations, including but not limited to the Americans with Disabilities Act, now or in force or subsequently enacted, whether or not presently contemplated (collectively "Legal Requirements") applicable to the Leased Premises or its use and all contracts (including insurance policies), agreements, covenants, conditions and restrictions applicable to the Leased Premises or the occupancy or use of the same.

[7.2] Without limiting the provisions of Section 5.1, Lessee agrees that if any addition, alteration, change, repair or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the term of this Lease because of a Legal Requirement, or other contracts, agreements, covenants, conditions or restrictions now or in the future in effect with respect to the Lease Premises, the entire expense, irrespective of when the same shall be incurred or become due, shall be the sole liability of the Lessee, and the Lessor shall not be called upon to contribute to the same; however, the foregoing shall not be deemed to relieve the Lessor from its obligations under Section 5.1).

Section 8. Liens - [8.1] Lessee will not create or permit to be created or to remain, and will promptly discharge, at its sole expense, any lien, encumbrance or charge upon the Leased Premises or upon the Lessor's leasehold interest, of any person claiming under or through Lessee. This obligation includes, but is not limited to, any lien, encumbrance or charge that arises out of the use or occupancy of the Leased Premises by Lessee or by any means of any construction, addition, alteration or repair of any part of the Leased Premises by Lessee.

[8.2] Nothing in this Lease shall be construed as constituting the consent or request of Lessor, express or implied, to any contractor, subcontractor, laborer, material man or vendor for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition or repair to the Leased Premises. Lessor gives notice that it will not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding the Leased Premises or any part or interest in the Leased Premises, through or under Lessee, and that no mechanic's or other lien for any such labor or materials shall attach to or affect Lessor's interest in the Leased Premises. In connection with any work done on the Property performed by the Lessee, Lessee shall post and record a Notice of Commencement that indicates Lessor's status as that of Lessor. And does not in any way imply that Lessee is acting as an agent of Lessor or that Lessor is a contracting party.

Section 9. Taxes, Assessments and Other Charges - [9.1] Lessee agrees to pay all "Taxes" (as defined below) against the Leased Premises becoming a lien during the term of this Lease and a pro rata portion of the installments of Taxes which become a lien in the year in which the Commencement Date and expiration date of this Lease occur, such pro rata share to be determined as of the Commencement Date and expiration date in accordance with the customary method of prorating real estate taxes in Madison County, Ohio. Lessee shall not be obligated to

Lessor: Madison County Future, Inc. Lessee: Madison County Board of Commissioners

Either party may, from time to time, change its notice address by written notice to the other party at its current mailing address, in accordance with the provisions of this Section.

Section 13. Binding Effect - This Lease and the covenants and agreements of the parties shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and permitted assigns.

Section 14. Partial Invalidation - In the event any clause, term or condition of this Lease shall be determined to be illegal or unenforceable under any applicable governmental laws, orders, rules or regulations, this Lease shall remain in full force and effect as to all other terms, conditions and provisions.

Section 15. Headings, Meaning of Words, Entire Agreement - The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. This Lease constitutes the entire agreement of the parties and may be amended or modified only in a writing signed by both parties. All prior agreements or understandings between the parties, either oral or written, are superseded by this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

(Lessor)
Madison County Future, Inc.

By: _____

Its: _____

(Lessee)
Madison County Board of Commissioners

By: [Signature]

Its: 4/23/2019

Following a second from Mr. Hunter the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.
These documents are for the Chairman of the Board to sign.

Government Forms and Supplies E1910042EA

Subject: Real Estate Purchase Option – Approved – Madison County Future Inc.

Dr. Xenikis moved to approve the real estate purchase option between Madison County Future Inc., and Madison County Board of Commissioners.

MADISON COUNTY COMMISSIONERS
2019 APR 23 AM 9:56

REAL ESTATE PURCHASE OPTION

Madison County Future, Inc. (Lessor) whose address is 730 Keny Blvd., London, Ohio 43140 and Madison County Board of Commissioners (Lessee) whose address is 1 North Main Street, London, Ohio 43140 have entered into a lease agreement, Exhibit A. On the 23rd day of APRIL, 2019 the Lessor and Lessee entered into the following agreement for the property more particularly described in Exhibit B.

At the termination of said Lease (Exhibit A), Lessee shall have the Exclusive option to purchase the Premises [on the last day of the Least Term] for the purchase price of \$1.00, plus 1.00% of the actual construction cost of the Domestic Violence Shelter and on the following terms and conditions: Cash at Closing.

- (a) Lessee shall exercise this option, if at all, by giving written notice to the Lessor no later than thirty (30) days prior to the expiration of the Primary term or within thirty (30) days of issuance of the Certificate of Occupancy, which is earlier.
- (b) The closing of the purchase, payment for the purchase price and delivery of Lessor's deed shall be held in London, Ohio, within thirty (30) days after the exercise of this designed by Tenant.
- (c) The purchase price shall be payable by certified or cashier's check at closing.
- (d) Lessor shall convey to Lessee marketable fee simple title to the Premises by a transferable and recordable general warranty deed, free and clear of all liens, encumbrances, restrictions and covenants whatsoever, except easements and restrictions of record, real property taxes and assessments not yet due and payable and all legal highways. Real property taxes and assessments on the Premises shall be prorated between the Lessor and Lessee as of the date of the closing in accordance with the custom in Madison County, Ohio. The rentals under this Lease and all other income and expenses of the Premises shall be prorated as of the date of closing.

This Option shall be binding on Lessor, Lessor's Optionor heirs, successors, and assigns, and shall inure to the benefit of Lessee's Optionee, Lessee's Optionee heirs, successors, and assigns.

(Lessor)
Madison County Future, Inc.

By: _____

Its: _____

(Lessee)
Madison County Board of Commissioners

By: [Signature]

Its: 4/23/2019

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

Subject: Public Hearing

The public hearing for the Madison County City of London PY 2019 Community Housing Impact and Preservation (CHIP) Program took place on April 23, 2019 at 9:30 a.m.

Those Present

MADISON COUNTY
CITY OF LONDON
FY 2019
COMMUNITY HOUSING IMPACT AND PRESERVATION
PROGRAM
PUBLIC HEARING

Tuesday, April 23, 2019, 9:30 a.m.


SIGN-IN SHEET

NAME	AGENCY/AFFILIATION
<i>Kristy Zwick</i>	<i>Mulien Meehan</i>
<i>Rob Stone</i>	<i>Mad Co</i>
<i>Tony Xenikis</i>	<i>MH&A Comm</i>
<i>[Signature]</i>	<i>Commissioner</i>
<i>[Signature]</i>	<i>Co-ordinator</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

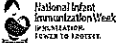
Madison County CHIP Program

Subject: Proclamation – Accept – Health Department

Dr. Xenikis moved to accept the week of April 27 through May 4, 2019 as Infant Immunization Week.



MADISON COUNTY PUBLIC HEALTH
madisoncountyohio.org | 765.635.3214 | 1175 Woodbury Blvd. Columbus, OH 43224
Protect. Promote. Prevent.



2019 Infant Immunization Awareness Week Proclamation

Whereas: Giving babies the recommended immunizations by age two is the best way to protect them from 14 serious diseases.

Whereas: It is important to vaccinate children on time, according to the childhood immunization schedule, to provide the best protection early in life, when babies are vulnerable and before they are likely to be exposed to diseases.

Whereas: Currently, the United States has the safest, most effective vaccine supply in its history. Most parents vaccinate their children, resulting in high vaccine coverage rates in the United States.

Whereas: Vaccine-preventable diseases still circulate in the United States and around the world, so continued vaccination is necessary to protect everyone from potential outbreaks. Even when diseases are rare in the U.S., they can be brought into the country, putting unvaccinated children at risk. When people are unvaccinated, outbreaks of diseases like pertussis (whooping cough), mumps, and measles can—and do—recur!

Whereas: For 25 years, National Infant Immunization Week has encouraged parents, caregivers, and health care professionals to participate in educational, recognition, and media events to increase the awareness of the importance of immunizing children before their second birthday.

Whereas: The week of April 27th through May 4th, 2019, has been declared National Infant Immunization Week to help ensure that children should be protected against 14 vaccine-preventable diseases by the age of two.

Now, THEREFORE, we, County Commissioners of Madison County, Ohio do hereby proclaim the week of April 27th through May 4th, 2019 as INFANT IMMUNIZATION AWARENESS WEEK. We encourage parents to make vaccinating their children a priority and to talk to family and friends about protecting their children with vaccines. We also encourage businesses, government agencies, community-based organizations, and service groups to spread the immunization message throughout our community.

DATE: April 23, 2019

NOT PRESENT *[Signature]* *[Signature]*
Honorable Mark Forrest Honorable David Hunter Honorable Tony Xenikis

City of London, OH
1175 Woodbury Blvd. Suite 3000, London, OH 43130
765.635.3214 | Fax: 765.635.3214

Our Mission
We are committed to providing the highest quality health care services to our community through prevention, diagnosis, treatment, rehabilitation, and long-term recovery.

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

Subject: Re - Zoning - Accept - Zoning Application

Dr. Xenikis moved to accept the zoning application for the request below:

The Board of Madison County Commissioners will hold a public hearing on **Tuesday May 7, 2019 at 11:00 a.m.** in the Commissioners' Office, Courthouse, London, Ohio, to hear the following application for rezoning:

Zoning Application Z-888, applicant Ricky Dean Tidd 9996 Amish Pike Plain City, Ohio 43064, property owner. Request permission to rezone 3 lots to be combined from A - 1 (Agricultural) to C - 2 (General Commercial) to be used to operate a funeral home. Property located at 9720 SR 161 Plain City, Ohio 43064.

(Parcel - 478, 757, 616, Aerial - 1 VMS 3245 Tax Pin #02 - 00368.000, 02 - 00294.001, 02 - 00294.007.)

All interested persons are hereby notified of their legal right to attend such hearing.

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

Subject: Statement of Qualifications

The Statement of Qualifications for the Sommerford Township.

Statement of Qualifications
Opening April 23, 2019

1. DLZ
6121 Huntley Rd.
Columbus, Ohio 43229
2. MS Consultants
333 East Federal Street
Youngstown, Ohio 44503
3. IBI Group
8101 North High Street
Columbus, Ohio 43235
4. Poggemyer Design Group
1168 North Main
Bowling Green, Ohio 43402
5. ADR & Associates LTD
88 W. Church St.
Newark, Ohio 43055
6. Strand Associates
425 W. Nationwide Blvd. Suite 100
Columbus, Ohio 432015

These Statement of Qualifications will be reviewed by Bryan Dhume, Engineer, and Rob Slane, County Administrator, and will provide a recommendation to the Commissioners at a later date.

Subject: Resolution – Approved – Income Survey

Dr. Xenikis moved to approve the resolution for Bowen Research to perform the income survey for Summerford and Lafayette. In addition have Rob Slane, County Administrator, to authorize and sign these documents.

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

Note – This document was not provided to the Clerk.

Subject: Resolution – Approved – Grace Energy

Dr. Xenikis moved to approve Grace Energy replace the bulbs in the Municipal Court building and to receive a cost savings in the distant future.

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

Subject: Resolution – Approved – Executive Session

Dr. Xenikis moved to enter into executive session at 8:40 a.m. to discuss issues with the Prosecutor.

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

Subject: Resolution – Approved – Executive Session

Dr. Xenikis moved to exit out of executive session at 9:01 a.m. No action was taken.

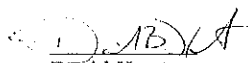
Following a second from Mr. Hunter the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Personnel Action – Approved – Sanitary Sewer

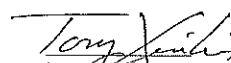
Dr. Xenikis moved to approve the personnel action for the following:

Update Andrew Tyler Curtis's sick time to 123.69. This is a transfer of his sick hours from the Village of Mt. Sterling. Effective March 29, 2019.

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


David Hunter

NOT PRESENT
Mark Forrest


Dr. Xenikis

ATTEST: Kate Wilson