



1800

1800P

We have to present to a nearby bank. Transfer payment to the other party of the bank.

4. Designated Representatives:

To Be:

Local Board of Health  
Health Department  
Health Officer  
County Health Officer  
County Health Officer

To Madison County:



Health Officer  
County Administrator  
Health Officer  
County Health Officer

The other terms relating to this project are set out in our Standard Terms & Conditions, as attached.

We have to present to a nearby bank.

Thank you


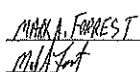
Signature

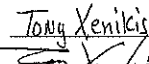
	
Name: <u>Kenneth Wood</u>	Name: <u>[unclear]</u>
Title: <u>President</u>	Title: <u>Assistant</u>

If this agreement is not in accordance with the applicable law, please advise your representative by signing it by special notice.

Agreed to and accepted on the date of this agreement.

Madison County Commissioners

	
Name: <u>David Hoffman</u>	Name: <u>Mark A. Forrest</u>
Title: <u>Commissioner</u>	Title: <u>Commissioner</u>
Date: <u>2/19/2019</u>	Date: <u>2-19-2019</u>


Name: <u>Tony Xenikis</u>
Title: <u>Commissioner</u>
Date: <u>2/19/2019</u>

Government Forms and Supplies E180701 (01/19)

[BI]

STANDARD TERMS AND CONDITIONS

1. CLIENT REPRESENTATION. Client represents and warrants that it is a legal entity and that it is authorized to enter into this Agreement on its own behalf and on behalf of its authorized representatives. Client shall indemnify and hold IBI harmless from and against all claims, damages, losses, expenses, and costs, including reasonable attorneys' fees, that may be asserted against IBI or its employees, officers, agents, or subcontractors in connection with this Agreement.

2. INDEMNIFICATION. In the performance of the Services, IBI shall be held harmless and shall not be liable for any claims, damages, losses, expenses, and costs, including reasonable attorneys' fees, that may be asserted against IBI or its employees, officers, agents, or subcontractors in connection with this Agreement.

3. INDEMNIFICATION. IBI shall be held harmless from and against all claims, damages, losses, expenses, and costs, including reasonable attorneys' fees, that may be asserted against IBI or its employees, officers, agents, or subcontractors in connection with this Agreement.

4. REPRESENTATION. IBI represents and warrants that it is a legal entity and that it is authorized to enter into this Agreement on its own behalf and on behalf of its authorized representatives.

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6. REPRESENTATION. IBI represents and warrants that it is a legal entity and that it is authorized to enter into this Agreement on its own behalf and on behalf of its authorized representatives.

7. LIMITATION OF LIABILITY. Notwithstanding any provision to the contrary in this Agreement, IBI shall not be liable for any claims, damages, losses, expenses, and costs, including reasonable attorneys' fees, that may be asserted against IBI or its employees, officers, agents, or subcontractors in connection with this Agreement.

8. INDEMNIFICATION. IBI shall be held harmless from and against all claims, damages, losses, expenses, and costs, including reasonable attorneys' fees, that may be asserted against IBI or its employees, officers, agents, or subcontractors in connection with this Agreement.

9. REPRESENTATION. IBI represents and warrants that it is a legal entity and that it is authorized to enter into this Agreement on its own behalf and on behalf of its authorized representatives.

[BI]

10. RELATIONSHIP OF PARTIES. IBI will have no authority to contractually bind Client or to assume or create any legal obligation or responsibility, express or implied, on behalf of Client. Nothing in this Agreement will have the effect of creating a partnership, agency or employment relationship between Client and IBI or any of IBI's directors, officers, partners, agents, employees, affiliates, subcontractors or volunteers.

11. EXCLUSIVE USE. Services provided under this Agreement, including all reports, designs, information or recommendations prepared or issued by IBI (the "Instruments"), are for the exclusive use of Client and only for the purposes specified. No other use is authorized under this Agreement. Client will not distribute or convey the Instruments to any person other than those identified in the project description without IBI's prior written approval. Client releases IBI from liability and agrees to indemnify and hold harmless IBI from Claims, arising in whole or in part, from such unauthorized distribution or any unauthorized use.

12. SUBCONTRACTING AND ASSIGNMENT. Neither party shall assign its interest in this Agreement without the prior written consent of the other. Except for subcontracting to an affiliate, IBI shall not subcontract any Services without the prior written consent of the Client.

13. CONFIDENTIAL INFORMATION. IBI shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by Client in the course of carrying out the Services. No such information shall be used by IBI on any other project without the written approval of Client. These obligations of confidentiality shall not apply to information which is in the public domain which is provided to IBI by a third party without obligation of confidentiality, which is independently developed by IBI without use of Client's information or which is required to be disclosed by law or by court order.

14. INTELLECTUAL PROPERTY. IBI retains ownership of all right, title and interest (including copyright) in and to the Intellectual Property provided through this Agreement. Nothing in these Terms and Conditions constitutes a transfer or conveyance of any right, title or interest in the Intellectual Property, except the limited license to use it for its intended purpose, which includes the general maintenance and management of the asset or project.

15. SUCCESSORS and ASSIGNS. This Agreement shall be binding upon the parties, their partners, successors, assigns and legal representatives.

16. AMENDMENT. This Agreement may be amended or modified only by written instrument executed by authorized representatives of both Client and IBI.

17. SEVERABILITY. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining provisions of this Agreement.

18. GOVERNING LAW. This Agreement and legal actions concerning its validity, interpretation and performance shall be governed by and interpreted in accordance with the laws of the jurisdiction in which the project is located, and it is further agreed by the parties that any legal action arising under this Agreement will be brought in a court of competent jurisdiction in such jurisdiction.

19. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Client or IBI. The Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against IBI because of this Agreement or the performance or non-performance of Services hereunder. Client and IBI agree to require a similar provision in all contracts with consultants, subcontractors, vendors and other entities involved in the project to carry out the intent of this provision.

20. PROMOTIONAL ACTIVITIES. Client agrees IBI to (i) undertake reasonable promotional activities, (ii) post signage and keyboards at project locations, and (iii) attend all deliverables hereunder, in each case related to the provision of the Services by IBI under this Agreement.

21. ENTIRE AGREEMENT. This Agreement, including attachments incorporated by reference, represents the entire agreement between IBI and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. Client agrees that its use of any purchase order or other form to procure Services is solely for administrative purposes and in no event shall IBI be bound by any terms and conditions on such form regardless of its signature on or reference to such form.



WATER AND SEWER

COST OF SERVICES SCHEDULE - EXHIBIT B

Hourly Personnel Rates - Effective October 1, 2018

POSITION	RATE	Design Engineer II (DES)	\$120/hr.
Senior Principal (SPR)	\$220/hr.	Designer I (DES I)	\$80/hr.
Project Director/Executive (PD)	\$205/hr.	Designer II (DES II)	\$75/hr.
Senior Technical Staff (STS)	\$170/hr.	Senior Mechanical Staff (SMS)	\$75/hr.
Project Manager (PM)	\$150/hr.	Support Staff (SS)	\$40/hr.
Structural Engineer (SE)	\$120/hr.	CADD Operator (CADD)	\$55/hr.
Senior Structural Engineer (SSE)	\$140/hr.	CADD Operator II (CADD II)	\$60/hr.
Senior Project Engineer (SPE)	\$130/hr.	Intern (INT)	\$35/hr.
Senior Professional Staff (SPS)	\$110/hr.	Professional Surveyor (PS)	\$110/hr.
Professional Staff (PS)	\$80/hr.	Survey Crew - GPS Crew	\$150/hr.
Construction Manager (CM)	\$90/hr.	Survey Crew - 3 Man Crew	\$150/hr.
Senior Construction Technician (SCT)	\$80/hr.	Survey Crew - 2 Man Crew	\$125/hr.
Construction Technician (CT)	\$65/hr.	Crew Chief (CC)	\$75/hr.
Design Engineer I (DEI)	\$85/hr.	Instrument Operator (IO)	\$60/hr.
Design Engineer II (DEI)	\$105/hr.		

DIRECT REIMBURSABLE EXPENSES

Direct reimbursable expenses are actual expenditures incurred by the consultant and associated employees in the interest of the project. These expenses are invoiced at actual cost plus 15% mark up.

TRAVEL AND SUBSISTENCE	Transportation and living expenses when traveling in connection with the project. (Mileage 55 cents/mile, \$30/per diem)
POSTAGE/DELIVERIES	Postage, courier, postage, etc.
REPRODUCTIONS	Reprinting and specifications
PERMITS	Fees paid for securing approval of authorities having jurisdiction over the project.
OTHER	Other direct out-of-pocket expenses related to the project.
CONSTRUCTION STAKES	When staking for construction only—included in fees for general survey work.

\*Our fees are reserved until necessary and are subject to change.



WATER AND SEWER

COST OF SERVICES SCHEDULE - EXHIBIT B

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OTHER	Other direct out-of-pocket expenses related to the project.
CONSTRUCTION STAKES	When staking for construction only—included in fees for general survey work.

\*Our fees are reserved until necessary and are subject to change.

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





Government Forms and Supplies E 48775 05V

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, That this Company lease from Enterprise Fleet Management, Inc., hereinafter called EFM, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of its Officer(s) or employee(s) hereinafter authorized, this Company may require.

RESOLVED FURTHER, that:

NAME \_\_\_\_\_  
First Name Title

NAME \_\_\_\_\_  
First Name Title

NAME \_\_\_\_\_  
First Name Title

NAME \_\_\_\_\_  
First Name Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle Leases with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Dana J. Hunter  
Signature  
2/19/2019  
Date

CHAIR of Commissioners  
Title

MADISON COUNTY COMMISSIONERS  
Company Name

For the purpose of entering into a lease with Enterprise Fleet Management, Inc. (EFM) for the use of the Company, the undersigned hereby certifies that the information provided in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

By providing to EFM this information, the undersigned hereby certifies that the information provided in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

The undersigned hereby certifies that the information provided in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

THE FOLLOWING INFORMATION IS FOR THE INFORMATION OF THE LEASING COMPANY

This Credit Application is being provided to EFM for the purpose of entering into a lease with EFM for the use of the Company. The undersigned hereby certifies that the information provided in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Call to EFM at 1-800-451-7353 for more information.

For more information, please contact EFM at 1-800-451-7353. EFM will contact you if we need more information. Please provide the information requested in this Credit Application as soon as possible to avoid any delays in the leasing process.

Thank you for your interest in leasing from EFM.

For more information, please contact EFM at 1-800-451-7353. EFM will contact you if we need more information. Please provide the information requested in this Credit Application as soon as possible to avoid any delays in the leasing process.

The undersigned hereby certifies that the information provided in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Please note that this Credit Application is for informational purposes only and does not constitute an offer of a lease from EFM.







Government Forms and Supplies E 180791 BKV



all items to be subject and subordinate in respect to any assignment, pledge or transfer made or to be made by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessor shall have the right of quiet enjoyment of the Vehicle as long as no event of default under this Agreement has occurred and is continuing. Lessor acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provision of this Agreement shall be absolute and unconditional and shall not be subject to any defense, whether or not asserted, or to any defense, which, court action or recovery of damages, whether by reason of any default or loss or destruction of any Vehicle or by reason of any default or failure of title of the Lessor or transferee from whatever cause in the use, operation or possession of any Vehicle, or by reason of any tortfeasance or liability to persons and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessor may not assign, sublease, lease or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessor's interest in this Agreement shall not be assignable and cannot be assigned or transferred by operation of law. Lessor will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

18. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not be bound by any oral, delay, omission or otherwise to be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be made unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any matters or provisions hereunder is unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Copy of all notices under this Agreement will be e-mailed or mailed by certified mail to a party at its address set forth below or at such other address as such party or parties in writing inform Lessor in time. Any communications mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail postage prepaid. Lessor will promptly notify Lessee of any change in Lessee's address. This Agreement may be enforced in multiple courts in any state and in any federal court, and the courts in any state are deemed to have jurisdiction over the parties hereto. All of the representations, warranties, covenants, agreements and obligations of each Lessor under this Agreement shall survive the termination hereof.

19. SUCCESSORS AND ASSIGNS; COVENANT TO RUN: Subject to the provisions of Section 18, this Agreement will be binding upon Lessor and its heirs, executors, personal representatives, successors and assigns, and will run in the benefit of Lessee, Lessee's heirs, executors, personal representatives, successors and assigns. This Agreement will be governed by and construed in accordance with the substantive law of the State of Ohio (determined without reference to conflict of law principles).

20. NON-RETENTION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessee, it shall not, without the consent of Lessor, assign, lease, sublease, or otherwise dispose of, its interest in this Agreement, or its interest in any Vehicle, or its interest in any proceeds or other assets generated under the laws of the United States or any state of the United States. The provisions of this Section shall survive the termination of this Motor Vehicle Lease Agreement.

21. NON-REPRESENTATION: Lessee's holding of this Agreement shall be on a "best effort" basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, as provided by the County or State Constitution and other laws from entering into obligations that are subject to the County or State's governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of them by the County or State in appropriate funds for payment of this Agreement. Accordingly, the parties agree that the lease herein within this Agreement or any Schedule relating thereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all amounts due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable charges. These reasonable charges will be limited to the lesser of (a) the amount of the lease or (b) the amount of the scheduled payments (as determined in Section 10 and Section 11 of this Agreement).

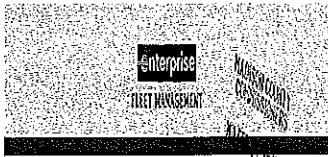
IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Motor Vehicle Lease Agreement as of the day and year first above written.

LESSEE: <u>Madison County Commissioners</u>	LESSOR: <u>Enterprise Fleet</u>
By: <u>[Signature]</u>	By: <u>Enterprise Fleet Manager, Inc. its attorney in fact</u>
Title: <u>Chairman, Commissioners</u>	Title: _____
Address: <u>1 North Main St</u>	Address: _____
<u>Madison, Ohio 43140</u>	Address: _____
Date Signed: <u>2/19/2019</u>	Date Signed: _____

WITNESSES: \_\_\_\_\_



Maintenance Management and Fleet Rental Agreement



ENTERPRISE FLEET MANAGEMENT
This Agreement is entered into as of the 19th day of February, 2019, by and between Enterprise Fleet Management, Inc. ("Enterprise Fleet Management") and the County of Madison ("County").

WITNESSETH

1. ENTERPRISE FLEET MANAGEMENT agrees to provide the maintenance and fleet rental services set forth in this Agreement to the County of Madison for a period of one (1) year, commencing on the date of the execution of this Agreement and continuing until the date of the expiration of this Agreement.

2. The County of Madison agrees to provide the County of Madison with the necessary information and data to enable Enterprise Fleet Management to provide the maintenance and fleet rental services set forth in this Agreement.

3. ENTERPRISE FLEET MANAGEMENT agrees to provide the maintenance and fleet rental services set forth in this Agreement to the County of Madison for a period of one (1) year, commencing on the date of the execution of this Agreement and continuing until the date of the expiration of this Agreement.

4. The County of Madison agrees to provide the County of Madison with the necessary information and data to enable Enterprise Fleet Management to provide the maintenance and fleet rental services set forth in this Agreement.

5. WITNESSETH: The County of Madison agrees to provide the County of Madison with the necessary information and data to enable Enterprise Fleet Management to provide the maintenance and fleet rental services set forth in this Agreement.

6. WITNESSETH: The County of Madison agrees to provide the County of Madison with the necessary information and data to enable Enterprise Fleet Management to provide the maintenance and fleet rental services set forth in this Agreement.

7. WITNESSETH: The County of Madison agrees to provide the County of Madison with the necessary information and data to enable Enterprise Fleet Management to provide the maintenance and fleet rental services set forth in this Agreement.

8. WITNESSETH: The County of Madison agrees to provide the County of Madison with the necessary information and data to enable Enterprise Fleet Management to provide the maintenance and fleet rental services set forth in this Agreement.

9. WITNESSETH: The County of Madison agrees to provide the County of Madison with the necessary information and data to enable Enterprise Fleet Management to provide the maintenance and fleet rental services set forth in this Agreement.

Witness my hand and seal this 19th day of February, 2019.



8. THIS AGREEMENT shall be in full force and effect for a period of 6 months per year plus a one-time setup fee of \$0.

9. WITNESSETH: This Agreement may be amended only by an agreement in writing signed by EFM and the County. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the County have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: Madison County Commissioners EFM: Enterprise Fleet Management, Inc.

By: [Signature] By: \_\_\_\_\_

Title: Chief of Commissioners Title: \_\_\_\_\_

Address: 1200 1/4 Main St, London, Ohio 43140 Address: \_\_\_\_\_

Date Signed: 2/19/2019 Date Signed: \_\_\_\_\_

Witness: EFM \_\_\_\_\_



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

Government Forms and Supplies: E180761SKY

Subject: Annexation - Accept - Jefferson Township

Mr. Forrest moved to accept the petition for annexation to the Village of West Jefferson, Ohio of 250.298 +/- acres more or less in Jefferson Township, Madison County, Ohio.

RESOLUTION  
OF THE BOARD OF COUNTY COMMISSIONERS  
OF MADISON COUNTY, OHIO  
PUBLISHED BY THE CLERK

MADISON COUNTY  
COMMISSIONERS  
FEBRUARY 19, 2019

Now comes the undersigned, petitioners in the premises and being the sole owners of a certain tract or parcels described, consisting of 250.298 +/- acres, more or less, in Jefferson Township, Madison County, Ohio, which is contiguous and adjacent to the Village of West Jefferson, Ohio, according to the records of the State of Ohio. Said tract is situated in the Township of Jefferson, County of Madison, and State of Ohio and an accurate legal description of the petitioner is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

All States Taxpayers, Req., of 33 East City Street, Columbus, Ohio 43215, in the process to act as agent for the undersigned petitioner(s) as required by Section 709.06 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.01 and 709.02 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is three, and all three owners signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitute all of the owners of the real estate in that territory. This petition may be signed in part.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF HABEAS CORPUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Name	Address	Lot No. or Acreage	Date Signed
Forrest	610 S.W. 29	7.84 +/-	12-6-18
Forrest	West Jefferson, OH 43082		

Part 1

PETITION FOR ANNEXATION  
TO THE VILLAGE OF WEST JEFFERSON, OHIO  
OF 250.298 +/- ACRES, MORE OR LESS, IN  
JEFFERSON TOWNSHIP, MADISON COUNTY, OHIO

Now comes the undersigned, petitioners in the premises and being the sole owners of a certain tract or parcels described, consisting of 250.298 +/- acres, more or less, in Jefferson Township, Madison County, Ohio, which is contiguous and adjacent to the Village of West Jefferson, Ohio, according to the records of the State of Ohio. Said tract is situated in the Township of Jefferson, County of Madison, and State of Ohio and an accurate legal description of the petitioner is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

All States Taxpayers, Req., of 33 East City Street, Columbus, Ohio 43215, in the process to act as agent for the undersigned petitioner(s) as required by Section 709.06 of the Ohio Revised Code.

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WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF HABEAS CORPUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Name	Address	Lot No. or Acreage	Date Signed
Forrest	610 S.W. 29	7.84 +/-	12-6-18
Kathy A. Lecky	West Jefferson, OH 43082		

Part 1 of 3



Government Forms and Supplies E-18076-90V

Page 2

250.208 acre annexation

Thence South 25°29'26" West, along the northerly line of said 121.743 acre tract, along the northerly line of said land annexed to the Village of West Jefferson by Ordinance No. 89-9, a distance of 1821.57 feet to an angle point in said land annexed to the Village of West Jefferson by Ordinance No. 89-9, the same being a point in the centerline of said State Route 29;

Thence North 67°01'38" West, along the centerline of said State Route 29, along the northerly line of said land annexed to the Village of West Jefferson by Ordinance No. 89-9, a distance of 375.52 feet to an angle point, the same being a point in the northerly line of said land annexed to the Village of West Jefferson by Ordinance No. 97-02;

Thence North 67°15'00" West, along the centerline of said State Route 29, along the northerly line of said land annexed to the Village of West Jefferson by Ordinance No. 97-02, along the northerly line of the land annexed to the Village of West Jefferson by Ordinance No. 03-049 of record in Instrument No. 2000004832, a distance of 2677.04 feet to the Point of Beginning and containing 250.208 Acres more or less.

The total length of the proposed annexation perimeter is 14,257.90 feet, of which 13,235.67 feet (92.8%) is contiguous with existing Village of West Jefferson Corporate Lines.

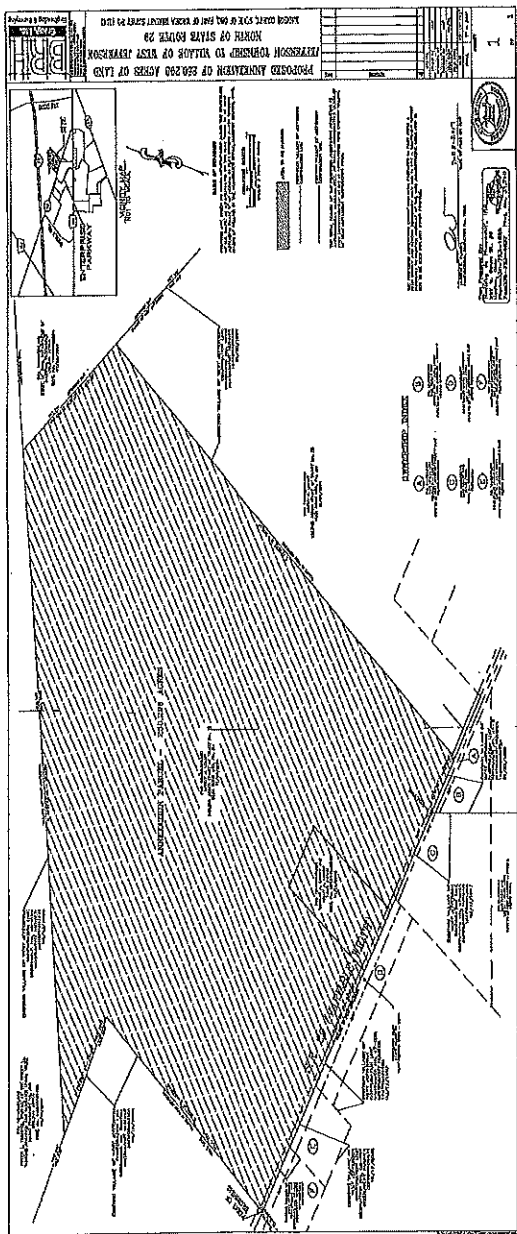
Readings are based on North 67°15'00" West along the centerline of State Route 29 as delineated on the plat "Park 70 at West Jefferson Phase II" of record in Plat Record B-356 through B-360 of record in the Recorder's Office, Madison County, Ohio.

The foregoing annexation description has been prepared in part from a field survey and record documents only and is not a boundary survey pursuant to Chapter 4133-37 of the Ohio Administrative Code and is not to be used for any other purpose.

Rolling & Hecker, Inc.

*Andrew C. Hines*  
2-28-2017  
Andrew C. Hines  
Professional Surveyor No. 7802





LIST OF SURROUNDING  
PROPERTY OWNERS

Nancy J. Looby  
6010 State Route 29  
West Jefferson, OH 43162

Duke Realty  
PO Box 40509  
Indianapolis, IN 46240

Roger L. Timmons  
Trustee Of The Roger L. Timmons  
Living Trust Dated February 28, 2006  
9872 WYANEDOT ST  
HUNTSVILLE OH 43324  
GRANITE (LOT 18 WEST JEFF) LLC  
77 KING ST SUITE 4010  
TORONTO ON M5K 1H1

PARK 70 AT WEST JEFFERSON  
OWNERS' ASSOCIATION INC  
%DUKE REALTY PO BOX 40509  
INDIANAPOLIS IN 46240

State of Ohio Department of Natural  
Resources  
2045 Morse Road  
Columbus, OH 43229

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

Subject: Publication – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the publication for the bid opening to take place on March 19, 2019 at 11:00 a.m.

NOTICE FOR BIDS

Notice is hereby given that bids will be received at the office of the Madison County Commissioners, 1 North Main Street, London, Ohio, 43140, on Tuesday, March 19, 2019 at 11:00 A.M., Ohio Standard Time for the purpose of furnishing and applying Asphalt Seal Coating of the Roberts Pass Trail and Trailhead during the year 2019 according to specifications on file in the Madison County Commissioners' Office. The bids will be opened and read aloud immediately thereafter at the same date, time, and location.

Bids shall be submitted on forms furnished by the Madison County Engineer in a sealed envelope marked "ROBERTS PASS TRAIL ASPHALT SEAL COATING PROJECT" on the outside. Sealed bids shall be submitted to the Madison County Commissioners' Office at the address listed above.

Bid packets can be downloaded from <http://sharepoint/publicaccess/default.aspx>

Bids will be furnishing labor, equipment, and materials.

As specified in R.C. 153.54, a bidder must submit a bid guarantee in the form of either:

- (1) a bond for the full amount of the bid, or
- (2) a certified check, cashier's check, or letter of credit in the amount of 10% of the bid.

Bids will be awarded to the lowest and best bidder, based on the grand total.

The Board of Commissioners reserves the right to reject any or all bids and to waive any defects in the bids.

The Notice to Bidders is posted on the Internet and may be viewed on the Madison County web page at: <http://sharepoint/publicaccess/default.aspx>

By Order of the Board of  
Madison County Commissioners  
Katie Wiseman, Clerk

Posted - County Website on or before February 22, 2019  
Advertised - Madison Messenger: February 24, 2019

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

Government Forms and Supplies E1897618V

Subject: Park Board

The monthly Park Board meeting took place on February 19, 2019 at 9:30 a.m.

Those Present

MADISON COUNTY COMMISSIONERS

Park Board

February 19, 2019 9:30 a.m.

- 1. Jeff Coleman
- 2. Jim Pray
- 3. My McDonald
- 4. Rodger Lynch
- 5. Don in Poon
- 6. Wayne Roberts
- 7. Julia Cumming
- 8. Rob Stone
- 9. Tony V. Li
- 10. Matthew J.
- 11. \_\_\_\_\_
- 12. \_\_\_\_\_
- 13. \_\_\_\_\_
- 14. \_\_\_\_\_
- 15. \_\_\_\_\_
- 16. \_\_\_\_\_
- 17. \_\_\_\_\_
- 18. \_\_\_\_\_
- 19. \_\_\_\_\_
- 20. \_\_\_\_\_
- 21. \_\_\_\_\_
- 22. \_\_\_\_\_
- 23. \_\_\_\_\_

Subject: Park Board – Approved – Financial Report

Mr. Forrest moved to approve the monthly Park Board financial report.

MADISON COUNTY METROPOLITAN PARK BOARD  
January 2019

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Balance as of Park Board January, 2019	\$201.18
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Expenses

Port-A-John – Rental	\$240.00
Senior Center 2018 Services Fees	\$750.00

Revenue

Transfer from General Fund	\$3,200.00
Transfer from General Fund	\$870.00

<u>Balance</u>	\$3,281.18
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Double Bond Balance	Balance is \$21,084.64
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Expenses

Howard Yoder – Mowing Expenses	\$900.00
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Revenue

	\$ 0.00
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<u>Balance</u>	\$ 20,184.64
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Following a second from Dr. Xenikis the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

## Park Board:

## Engineer Report

- The current mowers that are being used to mow at the Engineer's department will be used at the sewer district.
- The seal coating bid opening for the Robert's Pass trail will take place on 3-19-19 at 11:00 a.m.
- In 2020 the Engineer's Department will be applying for the seal coat grant.

## FMCPT Report

- The annual Pancake Sausage breakfast went well.
- The monthly FMCPT meetings will begin at 6:00 p.m. at the Engineer's office.

## Old Business

- Julia has been in contact with Michelle Comer who is the point of contact for the Little Darby Preserve burn which needs to take place in February or March.
- The deed for the Park Board property has been executed.
- Julia provided the invoice for the Clean Ohio Trails Fund in the amount of \$122,250.00.

## New Business

- Julia will be providing notices to ~ 11 property owners who may be affected by the Prairie Grass burn this spring.
- Julia is looking for volunteers to assist with Earth Day. She is also looking for corporate donors who are interested in providing T-shirt for volunteers.
- Julia would like volunteers and/or participants to identify a tree seed on Earth Day as well.
- Received approval to enhance the Friends for the property equipment for the grant that the County is allocating \$52,646.00.

Subject: Park Board – Approved – Invoice

Mr. Forrest moved to approve the invoice in the amount of \$122,250.00 for the Clean Ohio Trails Fund performance and billing.

\*Note - This invoice is not available to copy.\*

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

Subject: Park Board – Approved – Burn Notices

Mr. Forrest moved per the recommendation of Julia Cumming, to provide burn notices to the property owners that may be affected by the trail burns

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

Subject: Park Board – Approved – Seal Coat

Mr. Forrest moved to approve the 70/30 match for the seal coat grant for equipment.

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

Subject: Resolution- Approved - Executive Session

Mr. Forrest moved to enter into executive session at 9:21 a.m. for economic development.

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

Subject: Resolution- Approved - Executive Session

Mr. Forrest moved to exit out of executive session at 9:34 a.m. No action was taken.

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

Subject: Resolution- Approved - Executive Session


Dr. Xenikis moved to enter into executive session at 11:19 a.m. for legal matters.

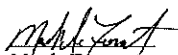
Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

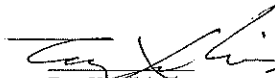
Subject: Resolution- Approved - Executive Session

Mr. Forrest moved to exit out of executive session at 11:35 a.m. No action was taken.

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

  
David Hunter

  
Mark Forrest

  
Dr. Xenikis

ATTEST: Katie Wasmán