

Subject: Agreement – Approved – CHIP

Mr. Forrest moved to approve the written agreement for the CHIP Program Federal Home Funds for Homeowners this agreement is for Carolyn Flynn, 397 Hawthorne Ave. London, Ohio 43140.

MADISON COUNTY COMMISSIONERS
CHIP PROGRAM FEDERAL HOME FUNDS
HOMEOWNER WRITTEN AGREEMENT

This finding agreement (hereinafter referred to as "Agreement") has been made and entered into as of the 28th day of June, 2019, between the Commissioners of Madison County, Ohio, hereinafter referred to as "County" and Carolyn Flynn, the homeowner hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, Pursuant to the provisions of the Housing and Urban Development Act (HUDA), as amended (the "Act"), the United States Department of Housing and Urban Development ("HUD") has made HOME Investment Partnership Program ("HOME") funds available to the State of Ohio, Madison County (the County) has been designated and approved to receive HOME funds through the State of Ohio, Ohio Development Services Agency's Community Housing Incentive and Preservation Program (CHIP) to provide housing services within the local community as outlined in the County's application for funding. The Owner has been determined to be eligible to receive HOME funding for the rehabilitation of their principal residence.

NOW, THEREFORE, the parties for an recollection of the premises and mutual obligations set forth herein agree as follows:

I. Use of HOME Funds

HOME funds have been provided to provide rehabilitation of the owner's residence located at 397 Hawthorne Ave. Improvements are being funded to bring the unit into compliance with the Ohio Development Services Agency's Residential Rehabilitation Standards. The Owner agrees to provide assistance in the form of a loan to Carolyn Flynn, in an amount not to exceed \$8,415 for the Owner's principal residence located at 397 Hawthorne Ave. The loan shall be subject to the terms and conditions as set forth in this agreement as well as those contained in the mortgage and promissory note.

II. HOME Funding requirements (24 CFR 91.254)

- The estimated value of the property, after rehabilitation, is limited to no more than HOME Homeownership Voucher Limits for the area, as published annually by HUD;
- The loan is required to serve as the principal residence of an owner that has been documented as occupying as a low-income family at the time the HOME funds were committed to the housing;
- The loan is required to meet the definition of "homeownership" as defined in 24 CFR 91.2.

III. TERM OF AFFORDABILITY

The assisted unit, a single-family home which is assisted with loan funds shall remain the principal residence of the Owner for not less than five (5) years beginning on the date of the project mortgage filing. A property foreclosure initiated by the first mortgage holder, or another transfer in lieu of foreclosure, or payment of the loan balance are the only occurrence which may prematurely end the affordability period, as long as either action is not for the purpose of avoiding low-income affordability restrictions.

IV. ENFORCEMENT OF AFFORDABILITY REQUIREMENTS

To enforce the affordability requirements, a Promissory Note and Mortgage create a restrictive covenant specifying the affordability requirements for this project and their duration and shall be recorded at the time of this agreement is executed.

V. PARTIAL INVALIDITY

A provision of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and those other provisions shall remain in full force and effect.

TERM OF AGREEMENT

This agreement shall remain in full force and effect until the expiration of the later of the term of affordability for this project as specified in the section titled "Term of Affordability".

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized representative of the parties this 28 day of June, 2019.

HOMEOWNER:
Emme Neel
(Witness Signature)
Emme Neel
(Witness Name - Please Print)

Carolyn Flynn
(Homeowner Signature)
Carolyn Flynn
(Homeowner Name - Please Print)

COUNTY:

(Witness Signature)
(Witness Name - Please Print)

D. B. Houston
(Authorized Signature)
D. B. Houston
(Name - Please Print)

Government Forms and Supplies: E1810049EA

MORTGAGE NOTE-OWNER OCCUPIED REHAB - MADISON COUNTY

Madison County, Ohio
June 28, 2019
184,415
Net amount

After date for value received, Candyn Flynn promises to pay to the MADISON COUNTY COMMISSIONERS the sum of 184,415 DOLLARS which represents the Loan (FHA 203) amount which has been provided to her/his, and has been received by her/his, through a Community Housing Impact and Preservation Program from Madison County for the purpose of Rehabilitation Assistance of her/his dwelling located on her/his real property located at 1377 HARTMAN DRIVE and which is secured by a mortgage of even date herewith on the following terms:

1. The Loan amount as stated above is a 6% interest non-amortized loan with principal due upon sale of property, transfer of title, death or the Owner not continuing to reside in the property as their permanent residence. Receipts of the notes outstanding balance, or some portion thereof, is required.
2. One hundred percent (100%) of the Loan amount shall be subject to a five (5) year affordability period. The 100% shall be forgiven at 20% per year over the 5-year period. All or a portion of this 100% shall be repaid if the property is sold, title transferred or no longer Owner's permanent residence within the five (5) year affordability period.

MORTGAGE NOTE-OWNER OCCUPIED REHAB - MADISON COUNTY
(Continued)

3. Recapture of the amount due is based on "net proceeds" that are derived from the sale or transfer of said property. The affordability period begins on the date of execution of this agreement. Any such repayment of principal due to the County shall be made only from whatever payment the owner realizes from a sale at Fair Market Value, after paying off all prior recorded mortgages and liens on the property. If the house is not sold, repayment shall be made from the equity in the home.

Net Proceeds equals sale price minus loan repayments and closing costs
or
Appraised Value minus Outstanding Liens

- a. When net proceeds are greater than the Loan amount (subsidy), the full loan amount (subsidy) shall be repaid, less what has been forgiven.
- b. When net proceeds are less than the current balance of the loan amount (subsidy), repayment shall equal the net proceeds.

This note is secured by a mortgage of even date herewith executed and delivered by Madison Co. Comm. on the premises described in said mortgage situated in the State of Ohio and Madison County, fully described in said mortgage.

Further, the said Candyn Flynn acknowledges that when the above conditions are not complied with, then the balance of the loan amount shall become immediately a valid and subsisting lien on the real premises described in said mortgage.

OBLIGOR(S) Candyn Flynn PREPARED BY: Madison County
J. B. Jett
Title: Commissioner
MADISON COUNTY CHIP

STATE OF OHIO - COUNTY OF MADISON SS: _____

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Candyn Flynn, mortgagor, owner-occupant(s) who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

MORTGAGE NOTE OWNER OCCUPIED REHAB - MADISON COUNTY
(Continued)

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said County, Ohio, this 28 day of June, 2019.

Erin A. Hill
Notary Public
My Comm. Exp. 06/30/2021
My Comm. No. 10,123

Estimated property value: \$100,000.00

RECORD
THIS
ONE.

MORTGAGE STATUTORY FORM - OW,
MADISON COUNTY

KNOW ALL MEN BY THESE PRESENTS

That Carolyn Flynn
Marital Status: Married Single Divorced Mortgage
County, State of Ohio, for valuable consideration which is a Loan (HOME subsidy)
amount in the sum of 48,775.00 DOLLARS, the receipt
of which is hereby acknowledged, grants with mortgage covenants to the MADISON COUNTY
COMMISSIONERS, located in MADISON County, State of Ohio, the following real property:

397 Hawthorne Ave.
London, Ohio

Mortgagor(s) realizing that the Loan (CHIP subsidy) amount secured by this mortgage was made available through a Community Housing Impact and Preservation Program from Madison County, which is a 100% deferred loan over a 60-month period, for Rehabilitation Assistance of the above described real property, does (do) hereby agree as follows:

- a. The mortgagor(s), owner-occupant shall keep the improvements now existing or hereafter erected on said property insured against loss by fire, flood (if in 100-year flood plain), or other hazards included within the term "extended coverage" in a sum not less than the market value of the structure(s) on the property.
- b. This mortgage is a five year, deferred, declining, 0% interest, 100% forgivable loan. The mortgage declines at a rate of twenty percent (20%) per year. Per the Federal HOME regulations, mortgages may not be pre-payed on a monthly or daily basis.

Government Forms and Supplies E18 DC086A

**MORTGAGE-STATUTORY FORM - OWNER OCCUPIED REHABS -
MADISON COUNTY (Continued)**

1. In the event of sale or transfer of title of any equitable interest in the property, or upon the mortgagee's failure to continue to reside at such property on a permanent basis, the terms and conditions of the note of even date herewith, must be complied with in its entirety and the entire outstanding balance of the note shall immediately become due and payable immediately based on Item 1 of the note of even date.

This mortgage is given upon the statutory conditions, to secure the performance of the obligations set forth in this mortgage as well as those that are set forth in the note of even date.

"Statutory conditions" is defined in Section 5301.11 of the Revised Code and provides generally that if the mortgagee, owner-occupant, herein performs all of the obligations which are required by this mortgage, and performs the other obligations imposed hereby set forth in the note of even date, pays all taxes and assessments, maintains insurance against fire, and other hazards, in a sum not less than the market value of the property, interest, and does not commit or suffer waste, then this mortgage shall be void.

The Mortgagee may, upon approval of the Madison County Commissioners for their authorized agent, and within its sole discretion, for good cause, subordinate this mortgage to any subsequent mortgage or lien recorded by the Mortgagee.

Mortgagee releases all rights of Devereberia.

WITNESS hereto hand on this 28th day of June, 2017. Signed and acknowledged in the presence of:

Witness: Emma Stoo Notary Public, State of Ohio
Mortgagee: Carolyn Flynn

**MORTGAGE-STATUTORY FORM - OWNER OCCUPIED REHABS -
MADISON COUNTY (Continued)**

STATE OF OHIO - COUNTY OF MADISON SS: _____

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Carolyn Flynn mortgagee, owner-occupant, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, at London, Ohio, this 28 day of June, 2017.

Emma Stoo
Notary



Instrument prepared by: CDC of Ohio, Community Development Consultants

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

Subject: Contract – Approved – Building & Zoning

Mr. Forrest moved to approve the termination of the letter agreement for residential building inspections for the Madison County Building & Zoning Department.

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

Note – This contract was not provided to the Clerk.

Subject: Contract – Approved – Building & Zoning

Mr. Forrest has approved to award a contract with the Village of West Jefferson to perform building inspections for the Madison County Building & Zoning Department.

AGREEMENT

This Agreement is by and between The Village of West Jefferson, 28 East Main Street, West Jefferson, Ohio 43162 and the Board of Madison County Commissioners, 1 North Main Street, London, Ohio 43140. This Agreement provides for the fee schedule for inspection, plan review and Building Official services for primary service for residential building inspection, plan review and building official duties.

In exchange for the mutual promises herein contained, the parties hereby agree as follows:

1. The term of this Agreement shall be indefinite with the effective date 8/16/17.
2. This Agreement may be terminated by either party upon a thirty (30) day written notice.
3. The fee services shall be as follows:
 - a. Base rate for all residential inspections \$55.00 per inspection.
 - b. Any additional, special instructions, or after hour services may be billed at \$55.00 per inspection.

All administrative support concerning building permits and plan review shall be included in the permit fees.


1. The same rate shall apply for backup services for any residential building inspection, plan review or building official duties.
2. The Village of West Jefferson will submit an invoice on or after the first of the month following the completion of those services. The Board of Commissioners will pay such invoices within thirty (30) days of the receipt of the invoices.

Each party agrees to be responsible for its own acts and omission whether through itself or its agents, employees and contracted servants, and each party further agrees to defend itself and pay any judgments and cost arising out of such acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other.

The Village of West Jefferson

Board of Madison County Commissioners

Ray Martin, Mayor



Rob Slane, County Administrator

Following a second from Dr. Xenikis. Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Government Forms and Supplies E111 00435A

Subject: Contract - Accept - IBI

Mr. Forrest moved to accept the contract with IBI, Engineering Firm, that was selected through a request for quote (RFQ) for the Sommerford Collection Sewer System.



Consulting Services Agreement
IBI Contract

The Consulting Services Agreement (the "Agreement") is made as of 7/16/19 between the Madison County Commissioners and IBI Group Engineering Services (IBI) the ("IBI Group") for the professional services as provided below.

Madison County Commissioners IBI Group
11800 Madison St. 1111 Broadview St., Suite 100
London, OH 43130 Columbus, Ohio 43215

the Year

Project Background

The Client and IBI wish to enter into this Agreement whereby IBI will provide professional services to the Client pursuant to the following terms and conditions. The project includes the study and detailed design of water lines within the village limits of the Village of Coal Grove. The scope of services also includes bidding assistance for the project. The detailed scope of services is attached as Exhibit A.

Section 1 - Performance by IBI

1.01 Scope of the Services - The professional services IBI will provide under this Agreement are set out in Schedule 1 - Services, Dates and Schedule (the "Schedule"). Upon awarding and, the Client may change the Schedule in which event the alteration will be set out in a Change Order, the form of which is attached as Schedule 2 - Form of Change Order. IBI will comply with all reasonable Client change requests. Additional Services will be compensated as additional payment to IBI, the payment for which will be made in accordance with the Change Order. No changes to the Services are effective until they are included by IBI in the absence of a Change Order. Any changes to this Agreement will be solely by written Change Order.

1.02 Commencement of Performance - IBI will commence the performance of its obligations in accordance with Schedule 1 - Services, Dates and Schedule as so otherwise directed by the Client in writing.

1.03 IBI's Standard of Care - In providing the Services, IBI will perform all tasks in a manner consistent with the degree of care and skill ordinarily exercised by members of IBI's profession currently practicing in the same or similar circumstances in the same or similar locality and IBI will comply with all applicable laws in the provision of the Services. The Client acknowledges and agrees that nothing herein shall be construed as creating a fiduciary duty owed by IBI.

1.04 Indemnification by IBI to the Client - If observations or warnings that were not reasonably contemplated by the Client and IBI are received during the provision of Services, to the extent that they affect the Services, the Client and IBI will enter into good faith negotiations to address the changed or unanticipated condition(s). Any change under this

Consulting Services Agreement

provision will not be effective until a Change Order reflecting the change has been executed by the Client and IBI.

1.05 Rights and Remedies - The express rights and remedies of the Client and IBI set out in this Agreement are in addition to and will not limit any other rights and remedies available to the Client or IBI at law or in equity. Any failure by either the Client or IBI to insist on strict performance and compliance by the other of any term, right or remedy under this Agreement will not be construed as a waiver by the Client or IBI of its right to require strict performance of any such term, right or remedy, and the duties of the Client or IBI with respect to such contractual performance will continue in full force and effect.

1.06 Client Provided Information - The Client will furnish information, requirements, reports, data, surveys and instructions required for IBI's provision of the Services. IBI will use such information, requirements, reports, data, surveys and instructions in performing the Services and is entitled to rely upon the accuracy and completeness thereof. The Client shall give decisions and approvals and shall take such actions necessary for the proper and timely performance of the Services. In addition to the foregoing, the Client shall promptly disclose the existence of any labour and material payment bond and/or payment insurance products to IBI, if applicable.

1.07 Subconsultants to IBI - IBI may retain the services of subconsultants in the provision of the Services, when, in its opinion, it is appropriate to do so. If IBI wishes to retain non-affiliated subconsultants, IBI will notify and obtain the Client's approval in writing prior to engagement of such subconsultant, such approval to not be unreasonably withheld. Notwithstanding anything to the contrary herein, IBI is entitled to assign elements of the scope to any of its affiliates to ensure compliance with applicable laws.

1.08 Approvals, Budgets, Estimates, Timetables - The Client acknowledges that IBI does not warrant (a) that planning permission or any other approvals from third parties that may be required in connection with the Services will be granted at all or with no amendments, or granted in accordance with any anticipated time schedule, (b) compliance with any budget or quantity estimate or timetable whether or not prepared by IBI as part of the Services and which may require review by the Client for various matters including but not limited to (i) approved variations arising from design development or requested by the Client, (ii) variations in market prices, (iii) delays or additional costs caused by third parties, (iv) any other factors beyond the control of IBI and (v) the discovery at any time of any previously unknown conditions. If the Services require IBI to monitor costs against a provided or agreed budget, IBI shall inform the Client when it reasonably believes costs shall exceed the agreed upon budget, following which IBI shall, if so requested by the Client pursuant to a Change Order, make appropriate recommendations to the Client to adjust size, quality or budget.

Section 2 - Nature of the Relationship Between the Client and IBI

2.01 IBI Not a Partner, Agent or Employee - IBI will have no authority to contractually bind the Client or to assume or create any legal obligation or responsibility, express or implied, on behalf of the Client. Nothing in this Agreement will have the effect of creating a partnership, agency or employment relationship between the Client and IBI or any of IBI's directors, officers, partners, agents, employees, affiliates, subconsultants or volunteers.

2.02 Assignment - Other than in compliance with Section 1.07, neither the Client nor IBI will transfer, sublet or assign any rights or duties under, or interest in, this Agreement, without the prior written consent of the other party.

Consulting Services Agreement/IBI Contract

203 Conflict of Interest - In the performance of the Services under this Agreement, IBI shall not be involved in any activity that would create a conflict of interest with its obligations under this Agreement. IBI shall not be involved in any activity that would create a conflict of interest with its obligations under this Agreement, or that would be perceived to create a conflict of interest with its obligations under this Agreement, or that would be perceived to create a conflict of interest with its obligations under this Agreement. IBI shall not be involved in any activity that would create a conflict of interest with its obligations under this Agreement, or that would be perceived to create a conflict of interest with its obligations under this Agreement, or that would be perceived to create a conflict of interest with its obligations under this Agreement.

204 Ethical Standards - The Client and IBI represent that neither nor any of its officers, directors, partners or other advisors directly or indirectly in a governmental or public official or any employee or other person acting on their behalf, or any officer, director, partner or other person acting on behalf of the other party herein, in connection with any matter related to the provision of the Services under this Agreement, is performing its duties and exercising its rights under this Agreement, or that neither nor any of its officers, directors, partners or other advisors directly or indirectly in a governmental or public official or any employee or other person acting on their behalf, or any officer, director, partner or other person acting on behalf of the other party herein, in connection with any matter related to the provision of the Services under this Agreement, is performing its duties and exercising its rights under this Agreement, or that neither nor any of its officers, directors, partners or other advisors directly or indirectly in a governmental or public official or any employee or other person acting on their behalf, or any officer, director, partner or other person acting on behalf of the other party herein, in connection with any matter related to the provision of the Services under this Agreement, is performing its duties and exercising its rights under this Agreement.

205 Client Responsibilities - The Client's designated representative and their health is authorized to act on its behalf and all decision shall be by or through such designated representative. The Client shall ensure documents submitted by IBI and shall receive documents pertaining thereto promptly, to not unduly delay the progress of Services. The Client shall furnish IBI all necessary and available information, including, but not limited to, existing records, reports, correspondence, and other data pertinent to the Services, in a timely manner, and IBI shall be entitled to rely on the same. As applicable, the Client shall ensure IBI is afforded access to enter upon public and private lands as required for the performance of the Services. The Client shall not obstruct the making of applications for any licenses or permits or other applicable applications required in connection with the Services and shall pay any charges, fees, expenses and other amounts in respect thereof.

Section 3 - Payment for IBI Performance and Audit

301 IBI Payments According to Agreed Rates - The Client will, subject to IBI's performance of its duties and obligations under this Agreement, pay IBI for the provision of the Services, plus applicable taxes, as set out in Schedule 1 - Services, Rates and Schedule.

302 IBI Payments - In accordance with Schedule 1 - Services, Rates and Schedule to this Agreement, and any amendments thereto, as applicable, the Client will pay IBI for the provision of the Services, plus applicable taxes, upon receipt and approval of IBI's invoice pursuant to Section 303. IBI's unpaid invoices will bear interest calculated monthly at the rate of twelve (12) percent per annum, commencing thirty (30) days after the date that IBI submits

its invoice. Should the Client frequently or repeatedly be delayed in the payment, in whole or in part, of IBI's invoice(s), IBI will have the unilateral right to terminate this Agreement upon reasonable written notice. IBI's fees and reimbursement expenses are secured upon and run with title to the Client's lands.

303 Agreement Billing and Payment - Unless the Client and IBI expressly set out a different billing and payment process in Schedule 1 - Services, Rates and Schedule, payment for the Services will be based on IBI's submission to the Client of: (a) an invoice no later than ten (10) days after the end of each month referencing or including (i) the Agreement number, (ii) a brief description, inclusive of relevant supporting documentation, of the Services provided during the month; and (iii) such other information as required under this Agreement. The Client will approve or reject IBI's invoice within fifteen (15) days of receipt, failing which the invoice shall be deemed approved. In the event the Client rejects IBI's invoice, or any portion thereof, it will advise IBI promptly in writing requesting the provision of the appropriate billing information/documentation to correct the deficiency. Subject to applicable law and the Client's approval of IBI's invoice, the Client will make payment to IBI within fifteen (15) days of invoice approval. The Client represents and warrants that any payment to IBI hereunder is not contingent upon the Client's receipt of monies by any third party.

304 IBI's Payment of Taxes and Duties - Unless expressly agreed in writing, IBI will pay all applicable federal, provincial, state and municipal taxes, including sales, value added, payroll and excise duties and taxes, incurred with respect to the provision of the Services.

305 Document Retention and Audit - For ten (10) years after the expiry or termination of this Agreement, IBI will retain, maintain and safeguard all necessary financial records and billing documents to substantiate all charges and payments made and received under this Agreement. At any time during the ten (10) years, IBI will permit and reasonably assist the Client in conducting audits of IBI to verify payments made pursuant to IBI's provision of the Services. The Client will provide IBI with reasonable price notices of its requirement to conduct such audit.

Section 4 - Confidentiality

401 The Client's Confidential Information - IBI agrees to keep confidential and not to use or disclose to any person or entity, other than its directors, officers, partners, agents, employees, affiliates, subcontractors and volunteers (collectively, the "Representatives") any data or information learned or generated by IBI in the performance of this Agreement or disclosed to IBI by or on behalf of the Client in connection with this Agreement, other than is necessary to perform the Services. IBI further agrees to ensure that those of its Representatives who have been provided with Confidential Information will keep all such information confidential and only use or disclose same as necessary to perform the Services. This provision does not apply to information in whatever form that was in the public domain prior to the execution of this Agreement, nor does it restrict IBI from giving notices required by law or when complying with an order to disclose as issued by a court, administrative agency or other regulatory authority, or if disclosure is reasonably necessary for IBI to defend itself from any action, claim, demand, lawsuit or other proceeding at law.

402 Access and Use Restrictions - IBI agrees that unless it obtains specific written authorization from the Client, any access to or use of Confidential Information that is not necessary for the performance of its obligations in the provision of the Services is strictly prohibited.

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4.03 **Procedural Activities** - The Client agrees to (i) undertake reasonable procedural activities, (ii) post signs and billboards at project locations, and (iii) post all other notices, in each case related to the position of the Services.

Section 6 - Intellectual Property

6.01 **Ownership of Instruments of Service** - The Client agrees that (i) all reports, drawings, specifications, field data, notes and other documents and returns prepared by IBI and provided to the Client under this Agreement (Instruments of Service) remain the intellectual and sole property of IBI, and (ii) IBI will retain, at all times, with property's common law, statutory and other reserved rights, including without limitation, the Intellectual Property rights therein. Intellectual Property under this Agreement includes any Intellectual, Intellectual or proprietary right of any type in any form protected or protectable under the laws of the US, including without limitation, any Intellectual, Intellectual or proprietary rights protected or protectable by legislation, common law or equity.

6.02 **IBI's Grant of License** - IBI, pursuant to this provision, grants the Client, a perpetual, non-exclusive, non-transferable license to use all Intellectual Property rights and any other right, title and interest in the Instruments of Service and Intellectual Property Inherent in the Services without obligation to account to, or obtain consent from, IBI to use the Instruments of Service for that intended purpose. IBI agrees that all of its responsibilities to the Services any Intellectual Property that would conflict the right of the Client to use the Services for that intended purpose, or that would prevent the Client from entering into any contract with any contractor for the general maintenance and future asset management of the Services.

6.03 **Third Party Infringement and Modifications** - All Intellectual Property rights arising from any third party infringement or modification of the Services that are created, developed, created or first reduced to practice by IBI or its Representatives will vest in IBI or its Representatives, and will not vest in the Client, its directors, officers, partners, agents, employees, affiliates, subcontractors and relations except pursuant to subsequent written agreement.

6.04 **Infringement, Indemnity** - Should the Client or any provider of the Services or the Intellectual Property Inherent in the Services be a third party for (i) purposes other than for which the Services were provided, or (ii) other than the general maintenance and future asset management of the Services, the Client will indemnify and hold IBI harmless against all claims, damages, losses and costs (including reasonable legal and professional fees) arising out of or resulting from the Client's improper use of the Instruments of Service and/or Intellectual Property, and in no event will IBI be responsible for any legal consequences of any such infringement.

Section 6 - Liability and Insurance

6.01 **IBI Liability** - To the extent permitted by law, IBI will indemnify and hold harmless the Client from and against substantial claims, damages, losses, costs and expenses, including reasonable legal and professional fees (collectively, the "Claims"), to the extent they are caused or resulting from IBI's negligent acts, errors and/or omissions in the provision of the Services. The total amount of all Claims the Client may have against IBI under this Agreement in the position of the Services will be \$100,000. The Client and IBI agree that (i) no action or proceedings by the Client arising out of or in connection with this Agreement, whether in contract or in tort, tortious or non-tortious shall be commenced after the earlier of (a) the Expiry Date and (b) the date prescribed by applicable law, (ii) neither the Client nor

IBI will be liable to the other for any incidental, consequential, indirect, special or punitive damages, damages related to loss of use, loss of profit, loss of opportunity, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credit from governmental or other regulatory agencies, in each case arising out of this Agreement and regardless of a party being advised of the possibility of such damages; and (c) no employee, officer, director, shareholder of IBI or any of its affiliates shall be personally liable to the Client for any liability whatsoever arising under this Agreement.

6.02 **IBI's Insurance** - Prior to the Client's execution of this Agreement, IBI agrees to put in effect and maintain insurance for the Term, in accordance with Section 9.02, at its own cost and expense, with insurers having a secure A.M. Best rating of A or equivalent, all the necessary and appropriate insurance that a prudent person in the business of IBI would maintain including, but not limited to:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The policy must include:
 - the Client, as an additional insured with respect to liability arising in the course of the performance of IBI's obligations under, or otherwise in connection with, this Agreement;
 - contractual liability coverage;
 - a cross-liability clause;
 - employers' liability coverage;
 - a thirty (30) day written notice of cancellation or termination clause; and
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- (b) professional liability insurance for damages incurred by reason of any negligent act, error and/or omission of IBI in the amount of \$1,000,000.
- (c) automobile liability insurance for personal and bodily injury including death and property damage in the amount of \$1,000,000.

Section 7 - Agreement Expiry, Termination and Extension

7.01 **Termination of this Agreement** - Unless extended by mutual agreement of the Client and IBI, this Agreement will terminate on the earliest of: (a) the Expiry Date, as defined in Section 9.02; (b) the date when IBI has performed or provided all of the Services; (c) the date of termination in accordance with this Section 7.

7.02 **Immediate Termination of this Agreement** - The Client or IBI may immediately terminate this Agreement upon giving reasonable notice to the other where:

- (a) either the Client or IBI is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of insolvency;
- (b) there is a breach of Section 2.04 or any provision in Section 3; or
- (c) either party's acts or omissions constitute a substantial breach of its obligations under this Agreement.

Government Forms and Supplies: E 181045EA

in witness whereof the undersigned, being duly sworn, have hereunto set their hands and seals at the County Seat of said County, Ohio, this 16th day of July, 2019.

Witness my hand and seal of office this 16th day of July, 2019.

Notary Public for the State of Ohio

My commission expires on _____

[Signature]

This Agreement is executed with effect as of the date set out on the first page of this Agreement.

Madison County Commissioners

[Signatures: David Hunter, Mark Forest, Tony Xulis]

Name: David Hunter Name: Mark Forest

Title: Commissioner Title: Commissioner

IBI Group Engineering Services (USA) Inc. ("IBI Group")

Name: _____ Name: _____

Title: _____ Title: _____

Schedule 1 - Services, Rates and Schedule

Section 1 - Scope of the Services:

The following is the agreed scope of EIA's professional services (the "Services") under this Agreement:

See attached Scope of Services - Exhibit 1

Section 1 - Payment and Reimbursement for the Services:

Fees

The Client agrees to pay the professional fees and reimbursable expenses, as submitted in accordance with Section 4.03. Under this Agreement, EIA's professional fees are to be established on a Lump Sum Basis and are as follows:

Lump Sum: The Client agrees to compensate EIA on a fixed lump sum basis in the amount of \$350,000 as follows:

Preliminary Design Phase	\$65,000
Final Design Phase	\$60,000
Schematic report and design	\$15,000
Bidding	\$110,000
Total	\$250,000

Additional services beyond the described Scope of Services may be provided using the EIA Rate Schedule, which is attached as Exhibit 2.

These services may include emergency property assessments, land acquisition services, change of local scope of services, etc.

EIA reserves the right to adjust its rate schedule on an annual basis following the first year anniversary of the date of this Agreement.

Section 2 - Schedule for the Services:

The schedule for EIA's provision of the Services is as set forth below:

Preliminary Design	1 month
Final Design/RFI Review and Comments	1 month
Bidding	2 months

EIA Representative:

EIA designates the person below as the representative authorized to act on EIA's behalf with respect to the provision of the Services ("EIA's Representative"). Pursuant to Section 9.06 of the Agreement, EIA's Representative will be authorized to receive notices, transmit information and make binding decisions regarding EIA's provision and delivery of the Services. The name, title and contact information of EIA's Representative is:

Name: Kevin Wood

Title: Principal

Address: 8101 N. High St., Ste 100, Columbus, Ohio 43235

Email: Kevinwood@diagram.com

Phone: 614-819-4900

Client Representative:

The Client designates the person below as the representative authorized to act on Client's behalf with respect to the provision of the Services ("Client's Representative"). Pursuant to Section 9.06 of the Agreement, Client's Representative will be authorized to receive notices, transmit information and make binding decisions regarding Client's receipt of the Services. The name, title and contact information of Client's Representative is:

Name: Rob Sara

Title: Madison County Administrator

Address: 111 London St., London, OH 43160

Email: rsara@madisoncountyoa.com

Phone: 740-945-1712

Government Forms and Supplies E19-0045EA

Schedule 1 - Form of Change Order

Form of Change Order

The Client and Provider (insert correct DBI Entity legal name) refer to the Consulting Services Agreement dated Month, Day, Year, between the Client and Provider (insert correct DBI Entity legal name) (the "Agreement").

Project Name:
Project No.:
DBI Project Manager:
Client Project Manager:
Change Order No.:
Effective Date of Change Order:

Change Order to Agreement

The Client and Provider amend the Agreement through this Change Order, as follows:

Section 1 - Scope of Amendment

The Client and Provider to the following changes to the Services pursuant to this Change Order:

Section 2 - Payment and Disbursement Amendment

The change in bill to be payment, or reimbursable amount(s) as originally set out in Schedule 1 - Services, Fees and Schedule 1 of the Agreement, is as follows:

Section 3 - Schedule Amendment

The change in the scope of the Services described above includes the corresponding change in the schedule for the provision and delivery of the Services, as set out below:

Change Order:

The defined terms used in this Change Order, have the meaning ascribed to them in the Agreement.

The Services, fees and expenses set forth in this Change Order shall be performed in accordance with, and subject to, the terms and conditions of the Agreement.

DBI Project Manager

331

(, as the Client)

Name: _____ Title: _____
Name: _____ Title: _____

(Provide to client: insert correct DBI Entity legal name)

Name: _____ Title: _____
Name: _____ Title: _____

DBI Project Manager

331

OPEN
BIDDING
WASTEWATER TREATMENT

Madison County wishes to construct a wastewater system for all of its property and engineering services. The project will provide services to be described separately and the scope of the project is the county's October 1st 2017.

The contractor will be responsible for the following design/contract items of project:

- FINAL DESIGN
- Prepare design sheets
- Primary drawings 50%
- Other specifications
- Water project description
- Final maps
- Update cost estimates
- Provide account to owner
- Contractual body
- Consult with other related contractor requirements
- Prepare a copy of the technical construction
- Incorporate the new sections of the Primary Design documents for the Construction Documents
- Prepare technical specifications for materials and equipment
- Provide knowledge and specifications for the project and respond to owner requests
- Incorporate the new sections of the Primary Design documents for the Construction Documents

- FINAL DESIGN
- Prepare 50% Drawings
- Update cost estimates
- Prepare the specifications
- Prepare Final Bill Items
- Prepare 100% Drawings
- Prepare final Drawings
- Update cost estimates
- Prepare Bidding Documents
- Submit documents to owner
- Provide account to owner
- Participate in bid opening and to help with the day

- BIDDING
- Prepare documents for bid
- Respond to questions from bidders
- Issue RFP/RFI if necessary
- Bid opening
- Final bid

- Recommendation letter
- Prepare construction contracts
- Present all information to client
- Funding administration
- Advertising fees to be paid by the project owner
- This proposal is based upon one price contract

Government Forms and Supplies E181003EA



WATER AND SEWER

COST OF SERVICES SCHEDULE - EXHIBIT B

HOURLY PERSONNEL RATES - EFFECTIVE OCTOBER 1, 2018

<u>POSITION</u>	<u>RATE</u>		
Senior Principal (SPR)	\$200/hr.	Design Engineer III (DES)	\$120/hr.
Project Director/Executive (PD)	\$175/hr.	Designer I (DES1)	\$80/hr.
Senior Technical Staff (STS)	\$170/hr.	Designer II (DESII)	\$95/hr.
Project Manager (PM)	\$160/hr.	Senior Administrative Staff (SRA)	\$75/hr.
Structural Engineer (SE)	\$120/hr.	Support Staff (SS)	\$50/hr.
Senior Structural Engineer (SSE)	\$140/hr.	CADD Operator (CADD)	\$55/hr.
Senior Project Engineer (SPE)	\$130/hr.	CADD Operator II (CADDII)	\$80/hr.
Senior Professional Staff (SPS)	\$110/hr.	Intern (INT)	\$51/hr.
Professional Staff (PS)	\$90/hr.	Professional Surveyor (PRS)	\$110/hr.
Construction Manager (CM)	\$90/hr.	Survey Crew - GPS Crew	\$165/hr.
Senior Construction Technician (SCT)	\$80/hr.	Survey Crew - 3 Man Crew	\$150/hr.
Construction Technician (CT)	\$65/hr.	Survey Crew - 2 Man Crew	\$125/hr.
Design Engineer I (DEI)	\$65/hr.	Crew Chief (CC)	\$75/hr.
Design Engineer II (DEII)	\$105/hr.	Instrument Operator (IO)	\$60/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; \$70/per diem)
POSTAGE/DELIVERIES	FedEx, courier, postage, etc.
REPRODUCTIONS	Blueprinting 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 reviewed semi-annually and are subject to change.

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 – Designating Financial Institutions as Public Depositories

Mr. Forrest moved to approve the resolution to send and application for deposit of public moneys to the financial institutions:

Huntington Bank
2 E. High St.
London, Ohio 43140

Merchants Bank
279 Lafayette St.
London, Ohio 43140

PNC
2 E. High St.
London, Ohio 43140

The Savings Bank
1104 Eagleton Blvd.
London, Ohio 43140

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

Subject: Resolution – Approved – Lafayette St. Parking Lot

Mr. Forest moved to approve a resolution for the following:

Due to the safety conditions of the Lafayette Street parking lot it has been approved to pass an emergency resolution to repair the parking lot and to award this project to Chemcote in the amount of \$66,175.00. Due to the safety of the parking lot this emergency resolution excludes the \$50,000.00 threshold of bids. In addition there has been an inquiry to other companies to bid out this project and as of this time no bids have been received except for Chemcote.

Resolution form for Chemcote project. Includes title 'Lafayette St. Parking Lot - Bid Item 1', date 'July 16, 2019', and a list of conditions for awarding the project to Chemcote. Total amount: \$66,175.00.

Resolution form for Lafayette St. Parking Lot - Bid Item 1. Includes title 'Lafayette St. Parking Lot - Bid Item 1', date 'July 16, 2019', and a list of conditions for awarding the project to Chemcote. Total amount: \$66,175.00.

Government Forms and Supplies: E1810045EA

July 03, 2019

RE: Madison County Parking Lots - Side Lot Option 3

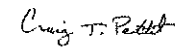
Excludes

- 10. Salt is specifically excluded from this proposal.
- 11. Clearing/grading work of any kind is specifically excluded from this proposal.
- 12. Weather protection of any kind is specifically excluded from this proposal.
- 13. Job seal is specifically excluded from this proposal. Any job seal necessary will require additional cooperation at \$200 per linear foot with a minimum charge of \$250.00.
- 14. All vertical signage is specifically excluded from this proposal.
- 15. Concrete parking blocks are specifically excluded from this proposal.
- 16. All lighting and fixtures for use operations is specifically excluded from this proposal.
- 17. All masonry and concrete related work is excluded from this proposal. Specifically concrete curbs, walls, pads, etc. and all associated stone under curbs, concrete pads, concrete walls, etc. in by others.
- 18. Geotextile stabilization fabric is specifically excluded from this proposal.

If you have any questions, or desire additional information, please do not hesitate to contact me at (614) 792-2683.



Signature/Title/Accepted By



Craig Pettit

Page 3 of 3

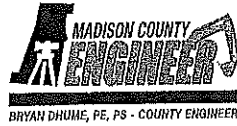
XP-Process: 158-022-06

Rev: 0

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

Subject: Bid-Opening

The bid opening for the furnishing and installation of prestressed concrete box beam superstructure took place on July 16, 2019 at 11:00 a.m.



MADISON COUNTY
COMMISSIONERS
211 JUL 16 AM 11:00
825 US 42 NE
LONDON, OHIO 43140
T: 740-852-8404 | F: 740-852-9390

July 16, 2019

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

Re: Engineer's Estimate -- Furnishing and Installation of Prestressed Concrete Box
Beam Superstructure
Tuesday, July 16, 2019 at 11:00 A.M. -- Bid Opening

Gentlemen:

The Engineer's Estimate for the above Project is as follows:

Base Bid: \$81,308.70

Sincerely,

Jeff Coleman, PE
Madison County Deputy Engineer

cc: File

Subject: Bid Opening -- Bid Result

One electronic bid was received from Double Z Construction in the amount of \$149,940.00.

Subject: Bid Opening -- Rejection -- Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to reject the bid from Double Z Construction. According to the Engineer he will reach out to Double Z Construction about their bid result and will re-bid this project in the future.

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

Bond

National Surety Corp., Cdn., O.
Form 476-3

BOND
(TO BE FILED WITH DITCH PETITION)
Revised Code, Sec. 6321.05

KNOW ALL MEN BY THESE PRESENTS, That We, The Jefferson Township Trustees, as principal, and as surety, are held and firmly bound unto the State of Ohio, in the sum of Five Hundred Dollars, to the payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators.

Signed by us and dated at, Madison County Engineer's Office, London, Ohio,
This day of , 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, Whereas,
on the day of , 2019 , the above bound Jefferson Township Trustees filed the petition with the Clerk of the County Commissioners of Madison County, Ohio, making application to the County Commissioners to

Re-establish surface and subsurface drainage for water problems along the western end of Thomas Lane and place system known as the Thomas Lane Ditch on County Maintenance.

Petitioned for by Jefferson Township Trustees and others,
the following being the course and terminl of said proposed improvement, to-wit:

Commencing:
Starting at an existing catch basin on the east property line of Elizabeth Doherty (8700 Thomas Lane) and proceeding west along Thomas Lane through the lands of Elizabeth Doherty and David & Clarice Carlo (8650 Thomas Lane), thence crossing southerly under Thomas Lane and along Thomas Lane through the lands of Wendy Ryan & Kevin Mannon (8651 Thomas Lane), through the lands of Kent & Caroline Stryker (8601 Thomas Lane) and ending at a point to be determined on the lands of Jeffrey and Cathy Mero (8600 Thomas Lane) to a point to be determined to establish sufficient surface and subsurface drainage.

Now, if the said Jefferson Township Trustees will pay the cost of notices, plus any other incidental expenses, except the cost made by the Engineer in making his survey, maps, plans, profiles and schedules, if the prayer of the petition is not granted or if said petition is for any cause dismissed, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

[Signature]
Engineer Jefferson Twp. Trustees

The above bond is approved this
Day of , 2019

1. Five Hundred Dollars, plus the sum of twenty five cents for each parcel of land in excess of two hundred parcels covered in the plan to be bonded.
2. Locust, southeast, northeast, west/Ohio, Dayton, Nelson, Allen, Van, Wm, Ed, etc, for proper photography see Sec. 6331.01 R. O.

Map



Government Forms and Supplies E1610048EA

Check

JEFFERSON TOWNSHIP
MADISON COUNTY, OHIO
WEST JEFFERSON, OHIO

WEST JEFFERSON OFFICE
HUNTINGTON NATIONAL BANK
WEST JEFFERSON, OHIO
DEPOSITORY OF SAID TOWNSHIP

5641502
441
VOID AFTER 60 DAYS

40207

PAY TO THE ORDER OF
Five Hundred Dollars and 00/100
MADISON COUNTY COMMISSIONERS
1 NORTH MAIN STREET
LONDON, OH 43140

TOWNSHIP TRUSTEES

[Signature]
TOWNSHIP TRUSTEES

AMOUNT \$500.00
WARRANT NO. 40207
DATE 06/05/2019

⑈040207⑈ ⑆04415090⑆ 01280600627⑈

JEFFERSON TOWNSHIP MADISON COUNTY
MADISON COUNTY COMMISSIONERS

Amount \$500.00
Warrant # 40207

DATE 06/05/2019

40207

Quantity	Unit	Amount	Warrant #
1.00	EACH	\$500.00	40207

Quantity	Unit	Amount	Warrant #
1.00	EACH	\$500.00	40207

JUL 16 AM 9:21
MADISON COUNTY COMMISSIONERS

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 E181045EA

Subject: Resolution – Approved – Ditch Petition View and Hearing

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the view hearing dates for the Thomas Lane Ditch #211

View – Scheduled for August 13, 2019 at 12:00 p.m. at 8651 Thomas Lane West Jefferson, Ohio.

Hearing – Scheduled for August 20, 2019 at 11:00 a.m. at the Madison County Commissioners Office, London, Ohio.

4

RESOLUTION - ORDER FIXING TIME OF VIEW AND FIRST HEARING
Rev. Code Sec. 6131.07

<p><i>In the Matter of the Thomas Lane Single County Ditch No. 211</i></p> <p style="text-align: center;">Petitioned for by <i>Jefferson Township and others</i></p>	}	<p>Office of the Board of County Commissioners Madison County, Ohio</p> <p style="text-align: center;">July 16, 2019</p>
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The Board of County Commissioners of Madison County, Ohio met in regular session on the 16th day of July, 2019 at the office of the Commissioners' with the following members present:

*Mr. David Hunter
Mr. Mark Forrest
Dr. Tony Xenikis*

Mr. Forrest moved the adoption of the following Resolution:

Whereas, This 16th day of July, 2019, the Clerk of this board gave notice to the Board of County Commissioners of Madison County, Ohio, on the filing with her of a petition signed by Madison County Engineer to

Re – establish surface and subsurface drainage for water problems along the western end of Thomas Lane and place system known as the Thomas Lane Ditch on County Maintenance,

Whereas, it appears to the Board that the proper bond has been filed with the Clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the costs incurred by the Engineer in making his preliminary reports, if the prayer of the petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's costs from the bond in accordance with Section 6131.09 of the Revised Code; therefore, be it

Resolved, by the Board of County Commissioners, that the 13th of August, 2019, at 12:00 p.m. at 8661 Thomas Lane, West Jefferson, Ohio, be and the same is hereby fixed as the time and place for the view thereon; and be it further

Resolved, That the 27th day of August, 2019 at 11:00 a.m. at the Madison County Commissioners' Office, Courthouse, London, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and be it further

Resolved, That the notice of said view and hearing be given, as required by law.

Dr. Xenikis seconded the resolution and the roll being called upon its adoption, the vote resulted as follows: Mr. Hunter, yes; Mr. Forrest, yes; and Dr. Xenikis, yes.

Kathy Weisman
Clerk of the Board of County Commissioners
Madison County, Ohio

1. Not fewer than twenty-five, nor more than ninety days after the date on which the petition was filed with the Clerk.
2. Not fewer than ten nor more than ninety days.
3. A place designated by the Board.

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

The monthly Park Board meeting took place on July 16, 2019 at 9:30 a.m.

Those Present

MADISON COUNTY COMMISSIONERS
Park Board
July 16, 2019 9:30 a.m.

1. Mark Forrest
2. Larry Hunt
3. Dr. Xenikis
4. Julia Hunter
5. Off. Coleman
6. Rob S.
7. James J. Perry
8. Res. Sup.
9. Michael Clark
10. Bryan Dumas
11. Wayne Roberts
12. Thomas Williams
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

Subject: Park Board – Approved – Financial

Mr. Forrest moved to approve the monthly Park Board financial sheet with the exception to exclude the expense from Howard Yoder from the Double Bond account.

MADISON COUNTY METROPOLITAN PARK BOARD June 2019	
Balance as of Park Board June, 2019	\$1,346.86
Expenses	
Prime Plumbing	\$1,209.50
Port – A – Jolus – Rental – Monthly	\$120.00
Expenses	
Transfer from General Fund	\$1,209.50
Balance	\$1,226.06
Double Bond Balance	Balance is \$2,081.64
Expenses	
Howard Yoder – Mowing Expenses	\$900.00
Expenses	
	\$ 0.00
Balance	\$ 20,184.64

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 – Park Board

Mr. Forrest moved to approve the installation of the hand dryer in the amount of \$300.00 at the Senior Center.

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's Report

- The seal coating is completed – still waiting on an invoice.
- Peterman Tree Service can remove trees by contract at Glade Run and Spring Valley roads in the winter which can provide a cost savings from \$11,777.00 to \$8,977.00.
- There is a new notification process for emergency repairs at the Madison County Senior Center.
- Wayne Roberts would like to budget for the stripping along the bike trail from Center to Maple Streets.

FMCPT Report

- Wayne Roberts also mentioned about the road crossings and the brush clearing be moved back at Spring Valley Rd.

Old Business

- The Commissioners approved the cost of the hand dryer installation at the restroom by the Senior Center. (~\$300.00)
- The Prosecutor will be looking into the potential foreclosure property at Northeast corner of Neil Rd. and Prairie Grass Trail.

New Business

- The Prairie Appreciation Bike Ride will take place on July 27, 2019.

Subject: Meeting Request – Approved – Engineer

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

Jeff Coleman, Ken Koppas, and Bryan Dhume to attend the "2019 Ohio Bridge Conference" on August 20, 201, 2019 in Columbus, Ohio. Cost \$687.00.

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

Subject: Meeting Request – Approved – Auditor

Dr. Xenikis moved per the request of Jennifer Hunter, Auditor, to approve the required meeting request in accordance with ORC 325:20 for the following:

Jennifer Hunter, Deb Cress, Jamie Kemper, and Stephanie Jamison to attend the "Software Solutions Fall Conference" September 11 -13, 2019 in Mason, Ohio. Cost \$2,500.00.

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

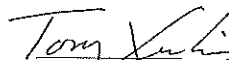
Subject: Appointment – Approved – Mental Health and Recovery Board

Dr. Xenikis moved to approve the new four year appointment of Howard Maynard to the Mental Health and Recovery Board for Madison, Clark and Greene counties. Effective July 16, 2019.

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


David Hunter


Mark Forrest


Dr. Xenikis

ATTEST: 