

Commissioners Journal # 90 Page 9 March 12, 2019

Government Forms and Supplies E1610043EA

Subject: Bills – Approved – Madison County

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

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

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

Subject: Appropriation – Approved – Law Library

Mr. Forrest moved per the request of Yvette Wilson, Law Librarian, to approve the appropriation per unappropriated funds for the following:

Appropriate: Law Library Other (2040-H000-5-0046) in the amount of \$6,100.00.

Madison County Law Library Resources Board
1 North Main Street Rm. 205
London, Ohio 43140

MADISON COUNTY COMMISSIONERS
2019 MAR -7 PH 3: 13

March 7, 2019

Madison County Commissioners
1 North Main Street
London, Ohio 43140

For purpose of paying expenditures associated with Law Library Other, it is requested that the following transfers be executed:

Transfer \$6,100.00 from un-appropriated funds to Law Library-Other (2040-H000-5-0046)

Thank you for your consideration in this matter.

Sincerely,

Yvette Wilson
Madison County Law Librarian

Commissioners:

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

Subject: Quote Request – Approved – Della Selsor

Mr. Forrest moved to approve the request to search for quotes on tables and chairs for the Della Selsor.

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

Subject: Invoices – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the payment of invoices for the following:

Ditch: Van Cleve Extension # 51A – Payment 1 to Doug Adelsberger in the amount of \$14,441.00.

Ditch: Martin Moon Extension # 208 – Payment 1 to Buckeye Septic Tank Co. Inc., in the amount of \$450.00.



Circulation
A/c
Doc
Page 2 of 2

MADISON COUNTY COMMISSIONERS

Approved:
Disapproved:
Date: 3-12-19

Della Selsor
Bryan Dhume
Tom Xenikis

Enclosure
cc: E6

March 12, 2019

Madison County Commissioners
P.O. Box 318
Cantillon
Lodon, OH 43140

Re: Van Cleve Ditch Extension #51A - Payment #1

COST: \$14,441.00
PREVIOUS AMOUNT PAID: \$ 0.00
REQUESTED AMOUNT: \$ 14,441.00

Dear Sirs:

I am requesting your approval to make payment to Doug Adelsberger as follows:

DESCRIPTION	REQUESTED AMOUNT
USE of Open Ditch	\$12,500.00
New tie ends and gravel guards	\$ 441.00
Labor on tie end and gravel guard checks	\$ 1,500.00
GRAND TOTAL	\$14,441.00

If you approve this invoice, please notify the Madison County Auditor to make payment to Doug Adelsberger, 6281929 Route 100 S.E., Newark, Missouri, OH 43082 from the proposed Ditch Construction Account # 14500000-00000

Sincerely,
Bryan Dhume
Bryan Dhume, PE, PS
Madison County Engineer

Government Forms and Supplies E18 100-435A

Drop Address
6000 State Route 147 SE
West Jefferson, OH 43082
614-255-1078

Invoice

Mr. [Redacted]
West Jefferson, OH 43082

Qty Ordered Qty Shipped Unit Price Amount
1 EA 1 EA 11.53 11.53
1 EA 1 EA 45.59 45.59
1 EA 1 EA 20.11 20.11
1 EA 1 EA 20.11 20.11

1 EA 1 EA 11.53 11.53
1 EA 1 EA 45.59 45.59
1 EA 1 EA 20.11 20.11
1 EA 1 EA 20.11 20.11

Table with 5 columns: Qty, Unit Price, Amount, etc.



Advanced Driveway Systems
288 Lehigh Street PO BOX 809
London OH 43140

PAGE 1

INVOICE DATE 02/11/2019
INVOICE NO. 184859

CREDIT LIMIT
ORDER NO. 519159/1815211
CUST. P. NO.

SALES REP NAME Unicom, Co. O

WAREHOUSE PM
SHIP TO
STEVEN D ADLERSENGER
650 STATE ROUTE 147 SE
WEST JEFFERSON OH 43082

TERMS NET 30
EOL. NO. 41000
TRACKING NUMBER 1

DATE ORDERED OCT 14, 2018
CUST. NO. 9199
BILL TO CUST. NO. 9199
SHIP DATE 02/11/2019
BILL TO
Mr. Steven Engerer
STEVEN D ADLERSENGER
650 STATE ROUTE 147 SE
WEST JEFFERSON OH 43082

Table with columns: QTY ORDERED, QTY SHIPPED, UNIT PRICE, AMOUNT. Includes items like 15'x20' FIBER STEEL SOLID PP.

INVOICE TOTAL \$463.03 US

Order was shipped with 17 days. This invoice is for the items that were shipped. The items that were not shipped are listed in the 'Items Not Shipped' section. The items that were not shipped are listed in the 'Items Not Shipped' section. The items that were not shipped are listed in the 'Items Not Shipped' section.

Copy of file used
Van Clow Ditch # 51

CONTINUED



Madison County

MADISON COUNTY COMMISSIONERS

MADISON COUNTY COMMISSIONERS
COUNTY OFFICE
121 W. MAIN ST., MADISON, OH 43040

Organization
Title
Date
Page 2 of 2

MADISON COUNTY COMMISSIONERS

[Handwritten signatures]

Approved: *[checkmark]*
Disapproved: _____
Date: 3-10-19

Enclosure
cc: file

March 12, 2019

Madison County Commissioners
County Office Building
Madison, OH 43040

Re: Madison Edison (MS) - Paper Mill

COST: \$31,000
REQUESTED AMOUNT: \$40
REQUESTED AMOUNT: \$40

Dear Sir:

In my previous approval to make payment to Madison Edison for the same
below:

DESCRIPTION	REQUESTED AMOUNT	PAYMENT
	\$3100	
		GRAND TOTAL \$3100

If you approve this invoice, please notify the Madison County Auditor to make
payment to Madison Edison for the same, 621 W. Main Street, MS, West
Madison, OH 43081. From the Personal Debt Collection Record #103000-
6320

Sincerely,
[Signature]
Special Officer, PE, PS
Madison County Engineer

Government Forms and Supplies: ERM/D045EA

BUCKEYE SEPTIC TANK CO., INC.
460 W JEFFERSON KIOUSVILLE RD SE
WEST JEFFERSON, OH 43162-1335

Invoice

Date	Invoice #
2/28/2019	1344

Bill To
Madison County Engineer's Office 825 US 62 NE London, OH 43140-8512

Due Date
3/15/2019

Description	Amount
1/08 2 HR JETTING TRUCK-OLD TILE MILL ²⁰⁸ - ^{caused}	450.00
2/08 3 HR ROOT CUTTING WITH TRAILER JETTER-PLAIN CITY LAFAYETTE & RT 40+DEBR CREEK TWP	675.00
2/12 1 HR JETTING TRUCK-LAKEVIEW DR, FORREST LAKE ⁴¹²⁸ - ^{main}	225.00
2/21 1 HR JETTING TRUCK-JET & CLEAN CROSSOVER PIPE UNDER TAYLOR BLAIR RD	225.00
2/28 2.5 HR JET VAC TRUCK-DARBY DR, JEFFERSON TWP	562.50
2% per month finance charge/24% annual rate THANK YOU FOR YOUR BUSINESS	
Subtotal	\$2,137.50
Sales Tax (7.0%)	\$0.00
Balance Due	\$2,137.50

OK
KE 3-6-19

Phone #
614-879-8369

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 – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Madison County and Hart Environmental Services for asbestos evaluations in South Solon.

RECEIVED
MADISON COUNTY
MARCH 12 2019

CONTRACT BETWEEN
MADISON COUNTY BOARD OF COMMISSIONERS
AND
HART ENVIRONMENTAL SERVICES
FOR THE PROVISION OF ASBESTOS EVALUATION SERVICES
FOR
MADISON COUNTY 2018 CDBG ACMA CONTRACT

This contract entered into on the 11th day of March, 2019, by the Madison County Board of Commissioners, party of the first part (hereinafter referred to as the "County"), and Hart Environmental Services, party of the second part (hereinafter referred to as a "Contractor"), under the Ohio Code Chapter 6309.01.

WITNESSETH THAT:

In consideration of the mutual covenants and terms of this contract, legally intended to be hereby binding in law and in fact, the parties have agreed to the terms and conditions set forth herein.

ARTICLE I
DEFINITIONS

1. The County grants temporary Contract to the Contractor to perform all work and Consultant agree to perform the services described in Article II, according to the terms of this contract.
2. Consultant will comply with all applicable laws of the State of Ohio and Federal Government, the same as if performed at the job site.

ARTICLE II
SCOPE OF SERVICES

1. ASBESTOS SERVICES

Federal and Ohio law require that a professional asbestos survey be completed to document the presence of asbestos-containing materials (ACM) in structures. Asbestos ACM surveys include (but are not limited to) the following: (1) Visual Inspection; (2) Air Monitoring; (3) Bulk Sampling; (4) Surface Sampling; (5) XRF; (6) Laboratory Analysis. The Ohio EPA and Ohio Department of Health require notification of the presence of ACM in schools of condition, as well as documentation that ACM has been removed prior to the start of demolition activities. As such, Consultant will also develop a written asbestos project specification for each project requiring abatement. This specification will include guidance regarding regulatory permitting and disposal requirements for ACM removal prior to demolition.

Consultant will complete the pre-demolition surveys within each of the targeted structures and, if necessary, develop a written project specification for the abatement tasks, as outlined below:

Pre-Demolition Asbestos Surveys

- An Ohio Department of Health (ODH)-Licensed Asbestos Inspector will conduct a physical assessment of the designated buildings to document the location, friability (availability) and quantity of accessible suspect asbestos-containing materials (ACM).
- Bulk samples will be collected from building materials which are suspected to contain asbestos. Sampling strategy will be based upon the past experience and discretion of the Inspector. The number of samples collected from each homogeneous suspect material will depend on material type and quantity of material observed. Samples will be analyzed by an accredited laboratory under the EPA's National Voluntary Laboratory Accreditation Program (NVLAP) for quality assurance with respect to asbestos bulk sample analysis.

NOTE: Roof sampling and sampling of non-friable suspect ACMs will not be conducted as these materials are classified as EPA NESHAP Category I Non-Friable Materials. Category I Non-Friable ACMs (such as roofing, floor tile, mastic, etc.) and can typically be left in place during the demolition process.

- An Asbestos Survey Report will be generated for each assigned site, including sample results and recommendations for abatement, if RACM is discovered at the site.

Abatement Abatement Specifications

- On sites where RACM must be abated, an Ohio Department of Health (ODH) - Certified Asbestos Abatement Project Designer will develop a written Abatement Work Plan for the site that will include details about the project scope of work for abatement, special conditions, schedules, and other requirements. For sites where abatement projects will be conducted, Consultant will attend a pre-construction meeting with the designated GC and licensed asbestos abatement contractor to answer questions and detail project completion requirements, including disposal requirements.

Cost Estimate

- Consultant shall prepare a cost estimate for each demolition project. The estimate will take into account location of cost of asbestos removal, as well as, general demolition costs.

Post Demolition Inspections

- Consultant shall conduct post asbestos removal inspections, as requested.

2. MADISON COUNTY RESPONSIBILITIES

To effectively use all available resources, the County will provide a site escort, as needed and requested, to facilitate access to the target properties, for health and safety requirements. As required by federal and state regulations, Consultant will be performing destructive sampling in order to identify hidden suspect asbestos-containing materials. If there are areas that cannot be accessed through selected demolition, the agency must designate these areas in advance of the site visit. If no destructive sampling can be performed, Consultant will guarantee that hidden asbestos materials may

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to exceed thirty (30) days. These reports shall be prepared at the time or prior to the start of the project and shall be submitted to the County.

1. INTRODUCTION

At the completion of the selected survey and report of this job, Consultant will prepare and submit to the County a final report of the selected survey and report to be submitted. The report will be prepared approximately in (30) working days after completion of field work at each of the sites.

STATEMENT OF WORK

The County shall pay Consultant for the services to be provided by the selected Survey and Analysis Design. Payment shall be made according to the following payment and completion schedule:

Per Unit Costs:

Selected Survey Design \$1000
Selected Analysis Design \$1000

Selected Analysis Work Plan (Prepared) \$1000
Selected Analysis Report \$1000

Per Unit Totals \$3000

The cost includes the cost of labor, expenses, travel and laboratory analysis as indicated on the report. Should other factors become the scope of the work, or if additional services are requested, Consultant will charge based upon Standard Unit Cost Tables and overall actual unit cost figures to reflect the change in scope.

Consultant will bill the County for each unit as the report is completed. All invoices shall be due 30 days after receipt of the County invoice for funds and not later than the date of Consultant.

TERMS AND CONDITIONS

Consultant shall perform the services listed in Article II from the date of execution of this contract through August 31, 2019 or the completion of all work, whichever occurs first. An extension to the completion date may only be provided if an extension request is approved by the County and the Ohio Department of Public Safety.

ARTICLE II

1) Termination of Contract for Cause. If, through any cause, Consultant shall fail to fulfill its timely and proper manner its obligations under this Contract, or if Consultant shall violate any of the provisions, agreements or representations of this Contract, the County shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such

termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant under this Contract shall, at the option of the County, become its property and Consultant shall be entitled to receive just and equitable compensation for any work substantially completed hereunder.

2) Personnel

- a. Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have contractual relationship with the County.
- b. All of the services required hereunder will be performed by Consultant or under Consultant's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

3) Assignability. Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto. Provided, however, that claims for money by Consultant from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

4) Reports and Information. Consultant, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5) Records and Audits. Consultant shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for four years after the expiration of this Contract unless permission to destroy them is granted by the County.

6) Findings Confidential. All of the reports, information, data, etc., prepared or assembled by Consultant under this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

7) Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of Consultant.

8) Compliance with Local Laws. Consultant shall comply with all applicable laws, ordinances and codes of this State and local governments in performing any of the work embraced by this Contract.

9) Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

- a. Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, marital status, military status,

sexual orientation or handicap. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, military status, sexual orientation or handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. Consultant will, in all solicitation or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, familial status or handicap.
 - c. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 10) Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract.
 - 11) Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract.
 - 12) Interest of Consultant and Employees. Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
 - 13) Drug Free Workplace. Consultant certifies that he/she has policies in place regarding a Drug-Free Workplace.
 - 14) Hold Harmless Clause. Consultant agrees to indemnify and hold harmless the County for any and all liability that may arise as a result of any work performed by Consultant. The County is only responsible for complying with the articles outlined in its grant agreement with the Ohio Development Services Agency, as well as the agreement herein.
 - 15) Records. The Consultant shall maintain project records for a minimum of five (5) years.
 - 16) Energy Efficiency. The Consultant will comply with the efficiency requirements of 24 CFR 85.36 (1)(13).
 - 17) Insurance. The Consultant agrees to provide evidence of general liability insurance to the County, and name the County as an additional insurer.

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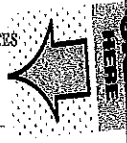
IN TESTIMONY WHEREOF, the said parties have hereunto set their hand the day and year first above written.

MADISON COUNTY BOARD OF COMMISSIONERS

[Signature]
David B. Hunter, President

HART ENVIRONMENTAL RESOURCES

[Signature]
Authorized Signature



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

Subject: Agreement – Approved – LAEPP

Mr. Forrest moved per the request of Julia Cumming, Soil & Water District Administrator, to approve the 2019 Local Agricultural Purchase Program (LAEPP) Cooperative agreement between The Ohio Department of Agricultural and 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.
*Note – A copy of this agreement is filed in the Commissioners office.

Subject: Bond – Approved – Elected Official

Dr. Xenikis moved to approve the elected official bond for Jennifer Hunter, Madison County Auditor.

MADISON COUNTY
OHIO

BOND NO. 666667

DATE AND RETURN TO ORIGINAL WORD

AUTO-OWNERS (MUTUAL) INSURANCE COMPANY
LANSING, MICHIGAN NO. 6624667
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 22, 2019, to wit:

RESOLVED, that the President or any Vice President or Assistant Secretary of the Company shall have the power and authority to appoint Attorney-in-Fact, to the extent herein set forth, to execute on behalf of the Company, and attach the seal of the Company, checks and order for payment, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company required on such powers of attorney by law shall have same force and effect as if personally signed and attested by any one or more of the officers of the Company.

Does hereby execute and appoint **WILLIAM WOODRUFF**

To be and lawful attorney-in-fact, to execute, seal and deliver for and on behalf of or only, any and all bonds and undertakings, recognitions, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instruments shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as if and singly to all intents and purposes, as if the same had been directly executed and attested by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2019.

Denise Williams
Denise Williams, Senior Vice President

STATE OF MICHIGAN)
COUNTY OF EASTON)

On this 1st day of August, 2019, before me personally appeared Denise Williams, known to me, who being duly sworn, did depose and say that all the above written powers of attorney, contracts of indemnity, and other writings obligatory in the nature thereof, and which executed for the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, are true and correct, and that they executed said instruments in full faith and belief of the corporation's authority and validity of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires March 23, 2022.
Susan E. Theisen, Notary Public

STATE OF MICHIGAN)
COUNTY OF EASTON)

I, the undersigned Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to execute powers of attorney as set forth in the above board of directors resolution herein is in full force and effect as written and has not been amended and the resolution is set forth in full force.

Signed and sealed at Lansing, Michigan, this 27th day of January, 2019.

William F. Woodruff
William F. Woodruff, Vice President, Secretary and General Counsel

20190406

HUNTER

MARK FORREST

DR. XENIKIS

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
David Hunter

Mark Forrest
Mark Forrest

Dr. Xenikis
Dr. Xenikis

ATTEST: *Kate W...*