

Commissioners Journal # 90 Page 1

March 5, 2019

Subject: Bills – Approved – Madison County

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

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

Subject: Decrease Funding – Approved – Juvenile

Mr. Forrest moved to approve the decrease of funding for the following:

- Decrease: Program Administration (7080-T800-5-0200) in the amount of \$5,000.00.
- Decrease: (7080-T800-5-0005) in the amounts of \$1,400.00 and \$700.00.
- Decrease: (7080-T800-5-0230) in the amount of \$4,500.00.

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

Subject: Appropriate – Approved – Juvenile

Mr. Forrest moved to approve the appropriation for the following:

- Appropriate: (7080-T800-5-0200) in the amount of \$5,000.00.
- Appropriate: (7080-T800-5-0005) in the amount of \$1,600.00.
- Appropriate: (7080-T800-5-0230) in the amount of \$4,500.00.

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

IN THE COURT OF COMMON PLEAS, MADISON COUNTY, OHIO
 PROBATE DIVISION, JUVENILE COURT OF MADISON COUNTY
 1 North Main Street
 London, OH 43140
 740-852-0760
 CHRISTOPHER J. BROWN, JUDGE

MAR -5 AM 6:29

To: Madison County Commissioners
 From: Judge Christopher J. Brown *Chris J. Brown*
 Date: March 4, 2019
 Re: FY 2019 DYS Felony & Delinquency Grant (7080)

Below is a list of revisions that need to be made to the 7080 Felony & Delinquency Grant due to a delay in receiving invoices during the time period of 7/1/18 thru 12/31/18 and the need to cover those expenses during the time period of 1/1/19 thru 6/30/19.

1. Decrease \$5,000.00 from 7080-T800-50200 Program Administration for the time period of 7/1/18-12/31/18.
2. Appropriate \$5,000.00 to 7080-T800-50200 for time period 1/1/19-6/30/19.
3. Decrease \$1,400 from line item 7080-T800-50005 - decrease \$700.00 for both time periods
4. of 7/1/18-12/31/18 and 1/1/19-6/30/19 for a new total budgeted amount of \$2,600.00.
5. Appropriate \$1,600 to line item 7080-T800-50005 for a new total of \$34,350.00 for time period of 1/1/19-6/30/19 and a new total budgeted amount of \$67,100.00.
6. Decrease \$4,500 from line item 7080-T800-50230 for period of 7/1/18-12/31/18.
7. Appropriate \$4500.00 to line item 7080-T800-50230 for period of 1/1/19-6/30/19.

Note - the funds are being appropriated through the 7080 felony & delinquency grant funds.

Line Item Number	Program Description	7/1/18 - 12/31/18	1/1/19 - 6/30/19	Total Budgeted Amount
7080-T800-50200	Program Administration	\$20,000.00	\$4,455.00	24,455.00
7080-T800-50200	Program Administration - REVISION	\$15,000.00	\$9,455.00	24,455.00
7080-T800-50005	Diversion Salary & Expenses	\$32,750.00	\$32,750.00	\$65,500.00
7080-T800-50005	Diversion Salary & Expenses - REVISION	\$2,750.00	\$34,350.00	\$67,100.00
7080-T800-50099	Youth Intervention Groups	\$2,000.00	\$2,000.00	\$4,000.00
7080-T800-50099	Youth Intervention Groups - REVISION	\$1,300.00	\$1,300.00	\$2,600.00
7080-T800-50230	Clinical Assessment	\$4,500.00	\$4,500.00	\$9,000.00
7080-T800-50230	Clinical Assessment - REVISION	\$0.00	\$9,000.00	\$9,000.00

Government Forms and Supplies E8181045EA

Subject: Transfer – Approved – Family & Children

Dr. Xenikis mover per the request of Sherry Baldwin, Family & Children Fiscal Officer, to approve the transfer for the following:

Transfer from: Commissioners Transfers Family & Children (1000-A01A-5-0051) in the amount of \$25,000.00.

Transfer to: Madison County Family Council (7040-0000-4-0300) in the amount of \$25,000.00.



MADISON COUNTY COMMISSIONERS
Madison County Family & Children Council
P. O. Box 624, 200 Midway St. London, Ohio 43130-0624
(740) 852-5343 FAX (740) 852-6091

INVOICE

Contributing Member: Madison County Commissioners

Invoice Period: January 1, 2019 to December 31, 2019

Funds will be used as matching funds for direct services to children and families, administrative and operating expenses.

Contribution Amount Due: \$100,000.00

Paid quarterly in the amount of \$25,000.00

Please make checks payable to:
Madison County Family Council
Or Pay in to fund 7040-0000-40300

Your increased support of Council for this Fiscal Year is appreciated!

Thank You,

Jery Coleman
Madison County Family Council

1/14/19
Date

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

Subject: Budget Revision – Approved – Courthouse Repairs

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$10,000.00.

Increase: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$10,000.00.

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

Subject: Increase PO Funding – Approved – Courthouse Repairs

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

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 1875 in the amount of \$6,000.00.

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: E1810043EA

Subject: Drawdown – Approved – CDC

Dr. Xenikis moved per the request of Whitaker Wright, CDC Consultant, to approve the drawdowns in the amounts of \$1,760.00, for the rental housing assistance and \$31,460.00 for private rental rehab.

Sissy Wiseman

From: Whitaker Wright (Whitaker.wright@dcpl.net)
 Sent: Monday, March 4, 2019 1:08 PM
 To: Sissy Wiseman
 Cc: Emma Hill, Jenita Kasper
 Subject: Madison 2017 CHP 009
 Attachments: madison 2017 CHP 009 0011.pdf; madison 2017 CHP 009 HOME.pdf; madison 2017 CHP Cash Record 039.pdf

Sissy

Attached in draw number 9 (CHP and HOME) for the CHP Program, along with a copy of the cash record, showing the sources and uses of the funds. Please call the record to review and approve the draw.

Send the signed and dated draw form back to me, with copies to Emma and Jenita. I will send the draw to OCD.

Call if you or the Board have any questions.

Whitaker

Whitaker W. Wright, Senior Planner
 CDC of Ohio, Inc.
 Community Development Consultants of Ohio
 1335 Highland Ave. SW, Columbus, OH 43204
 1. 614.461.8371; 1. 614.461.8461; 1. 614.461.8444

WADSWORTH COUNTY COMMISSIONERS
NUMBER 9 - PA 2-11

**CDC OF OHIO
 OCD Programs
 CASH DRAWDOWN RECORD**

Program Type / Administrator		Name and Address of Grantee			
2017 CHP Program		Madison County			
Whitaker W. Wright		Madison County Courthouse London, Ohio 43150			
FBI Number:					
314-680205					
SENT TO OCD	Community Number:	165			
CDSDPC	Grant Drawdown No.:	9			
FMIS RECORD	Fiscal Yr.	9			
Summary of Drawdowns					
Grant Number	Activity Name	Activity Budget	Amount of This Draw	Cumulative Amount Drawn	Balance
BC-17-405-1	01 Rental Rehabilitation (HOME)	\$30,000	\$1,460	\$14,366	\$18,634
BC-17-405-1	02 Rental Rehabilitation (HOME)	\$45,000	\$0	\$0	\$45,000
BC-17-405-2	02 Rental Rehabilitation (HOME)	\$102,800	\$0	\$0	\$102,800
BC-17-405-4	01 Home Repair (HOME)	\$150,000	\$0	\$4,776	\$145,224
BC-17-405-2	01 Rental Assistance (HOME)	\$35,000	\$1,760	\$34,244	\$1,756
BC-17-405-1	01 General Admin. (CHP)	\$55,200	\$0	\$37,733	\$17,467
BC-17-405-1	02 Rental Housing (CHP)	\$3,000	\$0	\$0	\$3,000
TOTAL:		\$166,000	\$3,220	\$201,339	\$64,661
Total of This Draw:			\$3,220		
CHP Funds on this draw			\$1,760		
CHP Funds on this draw			\$0		
HOME Funds on this draw			\$1,460		
Misc:		Hard Cost	Soft Cost	Total	
01 (HOME)	01 Windsor Dtg. London	\$25,650.00	\$5,225.00	\$30,875.00	
02 (HOME)	01 Rental Assistance 003 - 007	\$1,760.00	\$0.00	\$1,760.00	
					\$32,635

State of Ohio
 Office of Community Development
 Request for Payment and Status of Funds

Federal Title Development Section Ohio Community Development P.O. Box 1001 Columbus, OH 43260-1001	Name of Office of Donor Madison County Commissioners 111111th St PO Box 618 London, OH 43140	COBO E-ALF Balance COBO Housing P.I. Balance HOME Program Income Balance
Federal Project Number 15-00000000000000000000	Grant Number: SC-18-180-1 Project Number: 18-180-1	State Use Only
Name of Recipient Madison County Commissioners 111111th St PO Box 618 London, OH 43140	Contact Person Information Name: [Redacted] Phone Number: [Redacted] Email: [Redacted]	Date: Month: [Redacted] Year: [Redacted]

Project No.	Project Name	Activity No.	Activity Name	Housing Site Address (if Applicable)	Site Number	Amount Requested (\$)	Approved Activity Site Budget (\$)	Balance of Activity Site Budget (\$)
1	Home Based Child Care	1	Child Care Assistance					
2	Residential Assistance	2	Private Rental Subsidy	9 Westwood Drive, London, OH 43140		31,400.00	31,400.00	0.00

State of Ohio
 Office of Community Development
 Request for Payment and Status of Funds

Federal Title Development Section Ohio Community Development P.O. Box 1001 Columbus, OH 43260-1001	Name and Address of Donor Madison County Commissioners 111111th St PO Box 618 London, OH 43140	COBO E-ALF Balance COBO Housing P.I. Balance HOME Program Income Balance
Federal Project Number 15-00000000000000000000	Grant Number: SC-18-180-1 Project Number: 18-180-1	State Use Only
Name of Recipient Madison County Commissioners 111111th St PO Box 618 London, OH 43140	Contact Person Information Name: [Redacted] Phone Number: [Redacted] Email: [Redacted]	Date: Month: [Redacted] Year: [Redacted]

Project No.	Project Name	Activity No.	Activity Name	Housing Site Address (if Applicable)	Site Number	Amount Requested (\$)	Approved Activity Site Budget (\$)	Balance of Activity Site Budget (\$)
2	Residential Assistance	2	Private Rental Subsidy	9 Westwood Drive, London, OH 43140		31,400.00	31,400.00	0.00

Date of this form: 3/5/19 Signature of Recipient: [Signature] Title: [Redacted]	Date of this form: 3/5/19 Signature of Donor: [Signature] Title: [Redacted]
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Date of this form: 3/5/2019 Signature: [Signature] Title: [Redacted]	Date of this form: 3/5/2019 Signature: [Signature] Title: [Redacted]
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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-18100435A

Subject: Agreement – Approved – CDC

Dr. Xenikis moved per the request of Whitaker Wright, CDC Consultant, to approve the agreement between CDC of Ohio and Choice One for Engineering services for Madison County's 2018 CDBG.



MADISON COUNTY
COMMISSIONERS
BOARD MEETING

MADISON COUNTY
COMMISSIONERS

7th FEB 26 AM 8:45

CONTRACT BETWEEN
THE MADISON COUNTY BOARD OF COMMISSIONERS
AND
CHOICEONE ENGINEERING, INC.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR
MADISON COUNTY'S 2018 CDBG PROGRAM

This contract entered into on the 16th day of February, 2019 by the Madison County Board of Commissioners, party of the first part, (hereinafter referred to as the "County"), and ChoiceOne Engineering, Inc., party of the second part, (hereinafter referred to as "Consultant"), located at 440 E. Hewitaker Road, Sidney, Ohio 45365.

WITNESSETH THAT:

In consideration of the mutual agreements hereinafter set forth, the parties hereto, legally intended to be bound hereby, do agree for themselves and their respective successors and assigns, as follows:

ARTICLE I
EMPLOYMENT OF CONSULTANT

1. The County agrees to engage Consultant for the Compensation set forth in Article III and Consultant agrees to perform the services described in Article II, according to the terms set forth herein.
2. Consultant will comply with all applicable laws of the State of Ohio and Federal Government, the same as if specifically set forth herein.

ARTICLE II
SCOPE OF SERVICES

The scope of services to be performed under this Contract by the Consultant is described in Appendix A, "Work Program", attached hereto, made a part hereof, and incorporated herein by reference as though fully set forth herein.

ARTICLE III
PAYMENT OF FEES

The County shall pay Consultant Forty-Four Thousand Five Hundred Dollars (\$44,500) for the services to be provided under this contract. Consultant may bill the County on a Monthly or Quarterly basis. A turnaround time of 30-45 days or more may occur before the County receives the funds and can issue the check to Consultant.

February 26, 2019

Madison County Board of Commissioners
Madison County Clerk
Hon. Van Sleet, Board Clerk
Jocelyn A. Hill
Lisa A. Slayton

Dr. Xenikis
Choice One Engineering, Inc.

Dr. Xenikis

Partial copy of the contract between the County and Choice One Engineering, Inc. for the provision of engineering services. If the contract is amended, please see the County Treasurer's office and County Auditor's office to ensure the accuracy. There are no entries in the public records by the day.

These are the terms of the agreement for the County's records and for other purposes as may be required. We will forward a copy to Choice One Engineering, Inc. by registered mail to the address on file with the County Clerk.

Wright

Whitaker Wright
CDC Consultant

Wright

Wright

Madison County Board of Commissioners

**ARTICLE IV
TERMINATION**

Consultant shall perform the services listed in Article III from the date of execution of this contract through August 31, 2020 or the completion of all work, whichever occurs first. No extension to the completion date may only be possible if an extension request is approved by the County and the Ohio Department of Transportation.

**ARTICLE V
TERMINATION CONSEQUENCES**

1) **Termination of Contract for Cause.** If, through no fault of Consultant, the County shall terminate this contract, or if Consultant shall terminate any of the services, agreements, or obligations of this Contract, the County shall be responsible for the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished drawings, data, studies, reports, drawings, maps, models, photographs and reports prepared by Consultant under this Contract shall, at the option of the County, become the property of Consultant and shall be retained in their entirety and shall be returned to Consultant upon request.

2) **Personnel**

1. Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of a firm or individual who is related to the County.

2. All of the services required hereunder will be performed by Consultant or under Consultant supervision and 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) **Assignment.** Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the County. However, Consultant, its officers, its employees, its agents, its subcontractors or other persons acting for Consultant may be assigned to a task, and no assignment of interest shall be binding unless such assignment is approved by the County.

4) **Reports and Information.** Consultant, at such times and in such form as the County may require, shall furnish the County with periodic reports on its progress pertaining to the work or services authorized pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters requested by the County.

5) **Records and Assets.** Consultant shall maintain accurate and complete records including personnel, property and financial records, subject to the right of the County to inspect and copy any records pertaining to the Contract and such other records as may be deemed necessary by the County to ensure proper accounting for all project funds, both federal and non-federal funds. These records will be made available for audit purposes to the County at any reasonable time, and will be retained for the period of time required by the County and the Ohio Department of Transportation.

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, familial 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 retention, 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 solicitations 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 this 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.

Government Forms and Supplies E1810043EA

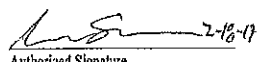
- 13) Drug Free Workplace. Consultant certifies that he/she has policies in place regarding a Drug-Free Workplace.
- 14) Hold Harmless Clause. Consultant agrees to indemnify and hold harmless the County for any and all liability that may arise as a result of any work performed by Consultant. The County 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 (b)(13).
- 17) Insurance. The Consultant agrees to provide evidence of general liability insurance to the County, and name the County as an additional insurer.

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

 MADISON COUNTY BOARD OF COMMISSIONERS

 David B. Hunter, President

CHOICEONE ENGINEERING, INC.


 Authorized Signature

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

Note - The remaining portion of this agreement is not in the meeting minutes because the Prosecutor and the Auditor needs to also sign a portion of this agreement.

Subject: Proclamation – Approved – Developmental Disabilities

Dr. Xenikis moved to approve the proclamation for March 2019 as Developmental Disabilities Awareness Month.

MADISON COUNTY
COMMISSIONERS

Proclamation 2019 MAR -5 AM 10: 28

Whereas: Individuals with developmental disabilities, their families, friends, neighbors and co-workers encourage everyone to focus on the abilities of all people;

And

Whereas: the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution;

And,

Whereas: opportunities for citizens with developmental disabilities to function as independently and productively as possible must be fostered in our community;

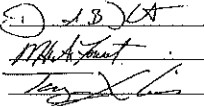
And,

Whereas: we encourage all citizens to support opportunities for individuals with developmental disabilities in our community that include full access to education, housing, employment, and recreational activities;

And,

Now, therefore, We, the Madison County Commissioners do hereby proclaim March, 2019 as Developmental Disabilities Awareness Month and recognize that our communities are stronger when everyone participates. Take time to get to know someone with a disability, recognize that "Supports Matters", and see what he or she has to offer.

Signed this 5th day of March, 2019



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 – Engineer

Mr. Forrest moved per the recommendation of Bryan Dhume, Engineer, to adopt a resolution for the following:

Resolution: ODOT Regional heavy haul permit fee schedule for the regional heavy haul vehicles and allow the Madison County Engineer's Department to require bonds for all permitted overweight loads to cover damages caused by those loads on County, Townships, highways, bridges, and culverts.

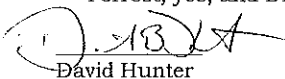
Following a second from Dr. Xenikis the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Resolution– Approved – Building & Zoning

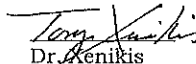
Mr. Forrest moved per the recommendation of Dave Hughes, Building & Zoning administrator to approve the resolution for the:

Replat of Burr Oaks subdivision for Dollar General from eight lots into one.

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 Wassman