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Subject: Grant Agreement – Approved – CDC

Dr. Xenikis moved per the request of Whitaker Wright, to approve the grant agreement for the PY2019 Community Housing Impact and Preservation Program OHTF. From September 1, 2019 through December 31, 2021.

PY 2019 Community Housing Impact and Preservation Program
MADISON COUNTY COMMISSIONERS
State of Ohio
Ohio Housing Trust Fund (OHTF)
Grant Agreement
10/29/19

This Grant Agreement ("Agreement") is made and entered into between the Ohio Department of Services Agency (the "Vendor") and Madison County Board of Commissioners (the "Grantor"), for the period September 1, 2019 to December 31, 2021.

Background Information

A. Ohio Revised Code Section 114.02 created the Ohio Rehabilitation Housing Trust Fund ("OHTF") in the State Treasury to provide housing assistance for targeted low- and moderate-income families and individuals. The fund consists of fees collected by county sealers pursuant to Ohio Revised Code 31.03, grants, gifts, loan repayments and contributions of money including the earnings from the investment of that fund.

B. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if by rest hereof, setting forth a list of activities (each referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of \$150,000.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above, and underlying the Project(s) as listed in Attachment A. Scope of Work and Budget, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment B: Program Requirements, attached hereto, made a part hereof and incorporated herein by reference, which shall be complied with in full.
2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, require the specific activities and inputs and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions as well as such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
3. Use of Grant Funds. The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C: Reporting Requirements, which is attached hereto, made a part hereof and incorporated herein by reference, including the costs incurred. Any and all interest earned on the Grant Funds can be retained by Grantee and expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amount properly expended or not expended shall be returned to Grantor within 30 days after the expiration or

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termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.
5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. Accounting of Grant Funds. Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditures. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. Reporting Requirements. Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with OGD Program Policy 18-01: Grant Operations and Financial Management Policy.
8. Grantee Requirements. Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.ohio.gov/OCDC/knowledge/briefcases/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in Attachment D: Grantee Assurances and Certifications, which is attached hereto and made a part hereof.
9. Records, Access and Maintenance. Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and staff reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. Inspections. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

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- 11. **Anti-Discrimination:** Grantee shall ensure that the Grant Funds are expended according to the requirements of Affirmative Action Administration Guidelines, which shall include, but not be limited to, race, sex, religion, age, marital status, ancestry, veteran status, or any other factor specified in Section 15.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 104 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to anti-discrimination. Grantee will take affirmative action to ensure that applicants are considered for employment and employees are treated during employment, with no regard to the above-referenced classes. Grantee will, in all solicitations and advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the above-referenced classes. Grantee will incorporate the requirements of this paragraph in all of its responsive contracts for any of the work for which the Grant Funds are expended (that has been submitted for the award of a grant application or awarded), and the Grantee will require all of its subcontractors to incorporate such requirements in all subcontracts for such work.
- 12. **Property and Equipment Purchases:** All items purchased by Grantee are and shall remain the property of Grantee, except if the contractor is authorized in this Agreement pursuant to paragraph 15, in which case all property and equipment purchased by Grantee with any Grant Funds received shall remain the property of Grantee. Grantee shall provide for the security and safekeeping of all items received through this Agreement.
- 13. **Compliance with Laws:** Grantee shall ensure that the Grant Funds are expended in accordance with the requirements of the Ohio Revised Code, the Ohio Administrative Code, and all applicable federal and state laws, rules, regulations, and orders that have been made enforceable and are binding on the appropriate state agencies.
- 14. **Termination:**
 - a. Grantee may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the intended purposes in this Agreement.
 - b. Early Termination: Grantee may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantee and/or the Local Official and Grantee and/or the Local Official; (ii) fails to submit Grantee's monthly progress reports as such reports become due; (iii) Grantee commences a voluntary bankruptcy; (iv) an insolvency bankruptcy action occurs against Grantee which remains unresolved or unsettled for 90 days; (v) Grantee fails to meet the minimum funding requirements under the Employment Retirement Income Security Act or other such employee benefit plan; or (vi) Grantee has reason to believe Grantee has ceased operations at the Project location.

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- The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 16 of this Agreement.
- 15. **Effects of Termination:** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
 - 16. **Waiver:** Grantee's failure to perform its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantee of any of its rights hereunder.
 - 17. **Conflict of Interest:** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in OGD 16-01 - Resolving a Potential Conflict of Interest.
 - 18. **Liability:** Unless Grantee is an Ohio political subdivision and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impede or transfer any such liability from one to the other.
 - 19. **Adherence to State and Federal Laws, Regulations:**
 - a. General: Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in

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in accordance with the terms and conditions of the agreement...

- A. The Grantee shall be responsible for the maintenance and repair of the property...
- B. The Grantee shall be responsible for the maintenance and repair of the property...
- C. The Grantee shall be responsible for the maintenance and repair of the property...
- D. The Grantee shall be responsible for the maintenance and repair of the property...
- E. The Grantee shall be responsible for the maintenance and repair of the property...
- F. The Grantee shall be responsible for the maintenance and repair of the property...
- G. The Grantee shall be responsible for the maintenance and repair of the property...
- H. The Grantee shall be responsible for the maintenance and repair of the property...
- I. The Grantee shall be responsible for the maintenance and repair of the property...
- J. The Grantee shall be responsible for the maintenance and repair of the property...
- K. The Grantee shall be responsible for the maintenance and repair of the property...
- L. The Grantee shall be responsible for the maintenance and repair of the property...
- M. The Grantee shall be responsible for the maintenance and repair of the property...
- N. The Grantee shall be responsible for the maintenance and repair of the property...
- O. The Grantee shall be responsible for the maintenance and repair of the property...
- P. The Grantee shall be responsible for the maintenance and repair of the property...
- Q. The Grantee shall be responsible for the maintenance and repair of the property...
- R. The Grantee shall be responsible for the maintenance and repair of the property...
- S. The Grantee shall be responsible for the maintenance and repair of the property...
- T. The Grantee shall be responsible for the maintenance and repair of the property...
- U. The Grantee shall be responsible for the maintenance and repair of the property...
- V. The Grantee shall be responsible for the maintenance and repair of the property...
- W. The Grantee shall be responsible for the maintenance and repair of the property...
- X. The Grantee shall be responsible for the maintenance and repair of the property...
- Y. The Grantee shall be responsible for the maintenance and repair of the property...
- Z. The Grantee shall be responsible for the maintenance and repair of the property...

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- c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1601
Columbus, Ohio 43216-1601
Attn: Deputy Chief
 - ii. In the case of Grantee, to:

Madison County Board of Commissioners
111 Main St. London OH 43140
Attn: Mark Forest, President
- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in OGD 18-01 - Grant Operations and Financial Management Policy.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

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- 1. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or assigned by Grantee without the prior express written consent of Grantor. Additional information found in OSD 15-91 - Responsibility for Grant Administration.
- 2. Permissible Expenses. If "travel expenses" as defined in Ohio Administrative Code Section 103-4-02 (the "Expense Rule"), are a cost of the Project and are eligible for reimbursement with Ohio I Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any terms that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether paid used by the Grantee or Grantor or their respective employees or agents.
- 3. Staffing Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind each party to the benefit of Grantee, its successors and permitted assigns.
- 4. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall survive and shall benefit the parties and their respective successors and permitted assigns.
- 5. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature
Each of the parties has executed this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantor: _____ Grantee: _____

Madison County Board of Commissioners
Mark Hester, President

State of Ohio
Development Services Agency
Lydia L. Witek, Director

By: _____
Print Name: _____

By: _____
Print Name: _____

Title: _____
Title: _____

Date: 10/29/19 Date: _____

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Attachment A: Scope of Work and Budget

Grant Information	
Grant:	Madison County Board of Commissioners
Address:	14155 State Route 104, Hill
County:	Madison
Phone:	740-533-2074
Web Site:	www.madisonohio.com
CEO Title:	Executive Director
CEO Email Address:	commiss@madisonohio.com

Administrative Contact	
Administrative Contact:	Wendy Hays
Address:	100 S. 19th PO BOX 1007, Columbus, Ohio 43260
Phone:	614-291-3838
Administrative Contact:	Wendy Hays
Title:	Senior Project Manager
Email Address:	wendy.hays@madisonohio.com

Grant Information	
CFDA:	14.005
FY Number:	19-2019-01
Program:	Community Housing Impact and Preservation Program
Grant Number:	SC19-185-1
Grant Award:	\$150,000.00
Program Responsible:	Grantee

Grant Dates	
Award Date:	September 16, 2019
Work Completion Date:	October 31, 2021
Grant Close:	October 31, 2021
Grant Completion Date:	November 31, 2021

Project Description:
Madison County has applied for \$50,000 through the Community Housing Impact and Preservation (CHIP) Program. The CHIP Program eligible activities will be made available to qualified low- and moderate-income residents. The program activities are as follows: Owner Rehabilitation \$20,000 to complete 7 units, Rental Rehabilitation \$15,000 to complete 1 unit, Case Management \$10,000 to complete 11 units, Tenant-Based Rental Assistance \$5,000 to assist 6 households and will include the required Fair Housing component. Fair Housing 1/6 & 6/11 hotels in the City of London.

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Source of Funds	Amount	Fund Category	Fund Type
Madison County Housing	\$2,000	State and Local Funds	Local/Other
Madison County	\$11,100	0266 Housing Program Income	Grant
Civil Liberties	\$9,500	0266 Housing Program Income	Grant
Grant Funds	\$50,000		

Assisted Fund Source	Amount	Category
1 Repair Assistance/Home/Building Repair	\$37,000.00	OHIF
3 Rehabilitation Assistance/Private Rental Rehab	\$43,000.00	OHIF
Total Assisted Funding Sources Budget:	\$80,000.00	

Program Budget	Amount	Category
1 Repair Assistance/Home/Building Repair	\$37,000.00	OHIF
2 Tenant-Based Rental Assistance - Rental Housing Assistance	\$19,000.00	OHIF
3 Rehabilitation Assistance/Private Rental Rehabilitation	\$43,000.00	OHIF
4 Administration/Fair Housing/Fair Housing Program	\$8,000.00	OHIF
4 Administration/Fair Housing/General Admin	\$13,000.00	OHIF
4 Administration/Fair Housing/General Admin	\$13,000.00	OHIF
Total Program Budget:	\$133,000.00	

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Program Data	Project Name	Beneficiaries	LIH %	National Objective
1	Repair Assistance - Home/Building Repair	50	100%	Direct Benefit - Housing (LBO)
2	Tenant-Based Rental Assistance - Rental Housing Assistance	22	100%	Direct Benefit - Housing (LBO)
3	Rehabilitation Assistance - Private Rehabilitation	19	100%	Direct Benefit - Housing (LBO)
4	Rehabilitation Assistance - Private Rental Rehab	3	100%	Direct Benefit - Housing (LBO)

Program Outcome	Projected Outcomes	Outcome Type
1 Repair Assistance/Home/Building Repair	11.00	Units Repaired - Owner
3 Rehabilitation Assistance/Private Rental Rehab	1.00	Units Rehabbed - Rental
3 Rehabilitation Assistance/Private Rental Rehabilitation	7.00	Units Rehabbed - Owner
4 Administration/Fair Housing/Fair Housing Program	1.00	Standard Fair Housing Program
2 Tenant-Based Rental Assistance - Rental Housing Assistance	8.00	Households Assisted

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Part A: Program Requirements
Ohio Housing Trust Fund

1. Grant Conditions. This Agreement is subject to the grantee's approval by its governing body and subject to the Ohio Housing Trust Fund's approval by its governing body and subject to the Ohio Housing Trust Fund's approval by its governing body.
2. Scope of Work
 - a. Expenditure Requirements. Expenditures for base activities within the Scope of Work, in no case may expenditures be made for an activity not listed in the Ohio Housing Trust Fund (OHTF) Program and listed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Department of Public Safety (ODPS) website here: <http://www.ohio.gov/odps/consolidated-plan>.
 - b. Agreements to this Agreement may only be made with prior approval by Grantor. Agreements in the Scope of Work must be made in accordance with the procedures in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the ODPS website here: <http://www.ohio.gov/odps/consolidated-plan>. All information for the OHTF Program Policy (OHTF Grant Operations and Financial Management Policy).
3. Program Income. Any program income resulting from expenditures of the Grant Funds must be returned to Grantor, unless Grantor receives prior approval from Grantor.
4. Reporting. The following activities must be submitted to the Office of Community Development (OCD) source of funds:
 - a. All OGD source of funds received must be at least 50 percent over the total of funds granted by November 30, 2021 or the Grantor will receive a notification of non-compliance which will be an adverse determination on the Grantor's next application.
 - b. All OGD source of funds received must be at least 50 percent by July 31, 2021, or there will be an adverse determination.

Compliance with reporting on expenditures and funds set up in Grantor's system. Grantor is required to report to the OGD source of funds in Grantor's system. OGDH funds must be reported in a separate file for each activity within the project unless the project requires a specific system.
4. Project Completion Requirements. All projects, as identified in the Scope of Work, must be

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- 100 percent completed and inspected, i.e. work finished and final inspection conducted, by October 31, 2021. Any work not completed and inspected by this time may not continue without written approval by Grantor. The Grantor must submit the OGD Final Inspection Report/Owner Satisfaction Statement for every project address or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantor's next application. There must be a clause in each contract, funded in whole or in part with OHTF funds under this Grant Agreement, which stipulates that work be completed no later than October 31, 2021.
- Project completion includes and requires a beneficiary(ies) for all projects identified in the Scope of Work. Grantor must submit beneficiary data for every project address or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantor's next application.
6. Drawdown Requests. All committed OHTF funds must be 100 percent drawn for eligible project expenditures by November 30, 2021 or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantor's next application. If any uncommitted, unspent OHTF funds remain, the grant amount will be reduced without penalty.
 7. Close-Out Requirements
 - a. Final Performance Reports for Grantor's program, as described in the Scope of Work, must be submitted to Grantor by December 31, 2021.
 - b. A beneficiary is required for all projects identified in the Scope of Work. Beneficiary data must be submitted to OCD as part of the Final Performance Report.
 - c. If a Final Performance Report is not submitted by December 31, 2021, due to non-completion of the project, Grantor may request an extension and there will be a score reduction on the Grantor's next application.
 8. Low-Income Destination
 - a. All households assisted with Ohio Housing Trust Funds must qualify by income at fifty percent or below of the area median income (AMI).
 - b. If applicable, Grantor's undertaking activities that provide, or assist in providing, a rental housing project must reasonably ensure that the rental housing project will be affordable to those families and individuals targeted for the rental housing project.
 - c. If applicable, Grantor's undertaking activities that will provide, or assist in providing, a housing project must prepare and implement a plan to reasonably assist any families and individuals displaced by the housing project in obtaining decent affordable housing.
 - d. Grantor shall not violate Section 4112.02 of the Ohio Revised Code, Unlawful Discriminatory Practices.

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A. Before the start of any lead-based paint testing, repair, or removal work, the contractor shall provide the grantee with a copy of the lead-based paint testing and removal program...

Contractors shall provide a list of projects with the presence of lead or tracking conditions in their work, which is determined necessary to meet the needs of the grantee...

B. Special Condition on Lead-Based Paint: The Special Condition applies only to those lead-based paint abatement projects...

1. Distribute copies of lead-based paint abatement brochures to the job site performance of any work...

2. Use only lead-based paint products that have been approved by the EPA for use in residential buildings...

3. Use only contractors who are trained by an ODH approved training provider, or use a licensed lead-based paint inspector or licensed lead-based paint assessor to perform the abatement.

4. Maintain the site in an appropriate condition during the project and the contractor shall be held responsible for any damage to the property...

5. Distribute copies of lead-based paint brochures to the residents of any project where work is being performed...

6. Have a lead-based paint assessment conducted by a lead-based paint assessor...

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rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project...

g. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program...

h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated...

i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:

1) That the contractor shall make the project and its files available for inspection by Grantee during normal business hours...

2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.

3) That the contractor: a) Shall maintain at the work site documentation of certification of all persons working on the project...

4) That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner...

5) That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead safe manner.

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- f) That each HUD contract entered into shall be subject to the same terms and conditions as set forth in the HUD contract, including the terms and conditions set forth in HUD's 24 CFR 200.101.
- g) That the County approve the terms of the HUD contract and shall not be subject to the terms and conditions of the HUD contract.

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Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely manner. Grantee shall provide a format for these reports and shall inform Grantee on the proper completion of each report.

All reporting and requirements listed herein shall be provided by Grantee, but shall not be construed to limit Grantee in making additional requests, nor in the interpretation of data to be furnished herein.

1. Grantee shall submit to Grantee a Status Report within 15 days of the completion of each six-month interval of the grant term period.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. Grantee shall comply with the reporting requirements provided in 24 CFR 200.101: HUD Contract Operations & Financial Management Program Policy Manual. The HUD Program Policy Manual can be found at <http://www.hud.gov/program/policymanual>.
4. Grantee shall retain all records, receipts, etc. for a period of three years after the Final Closeout of this Agreement. Grantee shall notify Grantee in writing upon this Agreement has met the necessary requirements of Final Closeout.

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Attachment D: Grantee Assurances and Certifications

Grantee hereby assures and certifies to the following conditions:

1. For a period of 180 days following assistance under the provisions of this Agreement that includes the program funding, the Grantee may terminate assistance in accordance with the terms of the program as established by the HUD process and may not be eligible for re-eligibility for the next 180 days following a hearing.
2. Grantee will provide eligible activities under the program in a manner that is fair, equitable and in accordance with the following principles:
 - a. It will not discriminate against any person applying for any of the eligible activities under this program on the basis of religion and will not limit such housing or other eligible activities or preferences to persons on the basis of religion;
 - b. It will not discriminate against any person applying for any of the eligible activities under this program on the basis of religion and will not limit such housing or other eligible activities or preferences to persons on the basis of religion; and
 - c. It will provide religious instruction or counseling, medical or religious services or services, except in the religious, parochial, and other religious institutions in the provision of eligible activities under this program.
1. Its activities concerning both direct and indirect with the Lead Based Paint requirements of 42 CFR Part 101, subparts A, B, J, K and R.
4. Within 30 days after the Grant Period ends or this Agreement is terminated, Grantee shall repay to Grantee any unexpended funds drawn pursuant to this Agreement as well as any unexpended expenditure of program funds.

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Attachment E: Local Government Certifications to the State

Title I, Section 108 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-enforcement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 108 funds are proposed to be used, and in the case of a grantee described in Section 108(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in

PP 2119 Community Housing and Professional Program

considered and rights reserved in accordance with Section 511 of Public Law 111-111 (the HHS/HRD Appropriations Act)

6. The chief executive officer of the local general local government hereby, in the best of his or her knowledge and belief,

a. no federal appropriated funds have been paid or will be paid to any person for the leasing or altering of the lease of an office or employee of any agency, a member of the joint or employees of Congress, or a member of Congress in connection with the leasing of any federal office, the leasing of any federal office, the leasing of any federal office, the leasing of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;

b. if any funds from federal appropriated funds have been paid or will be paid to any person for the leasing or altering of the lease of an office or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - 111, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. grantee shall require that the language of this section be included in the award documents for all subawards of all federal direct subawards, subgrants, and contracts under grants, loans, and cooperative agreements, and federal subawards subgrants and contracts awarded.

This declaration is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this declaration is a prerequisite for making or entering into this transaction in part by Section 552, Title 41, U.S.C. Any person who fails to file the required declaration shall be subject to a civil penalty of not less than \$1000 and not more than \$10,000 for each violation.

SC11851

Page 18 of 18

Sissy Wiseman

From: Sissy Wiseman
Sent: Wednesday, October 23, 2019 1:22 PM
To: Whitaker Wright
Subject: RE: Madison 2019 OHP Grant Agreements

Thank you.
Sissy Wiseman

From: whitaker.wright [mailto:whitaker.wright@stateohio.us]
Sent: Wednesday, October 23, 2019 1:11 PM
To: Sissy Wiseman
Subject: Madison 2019 OHP Grant Agreements

Sissy -

We received the revised grant agreements today. There is an agreement for HOMB agency, CDBG funds and OHPH excess. (See Attached)

The State finally has the correct amounts of money. It did not correct Dave Hunter's name. However, at this point we are already running a month behind schedule, so I recommend we simply cross out Mark Porter's name and write in David Hunter's name.

Please print out the signature pages (page 7 or 8, depending on the source of funds). Write in David Hunter's name and ask the Board to approve the agreements.

Scan and email the executed signature pages to me. I will pick up the hard copies next Wednesday. I will send the agreements back to OCD. Eventually, we will receive executed agreements from the State.

Call if you or the Board have any questions.

Whitaker

Whitaker W. Wright, Sector Director
COC of Ohio, Inc.
Community Development Consultants of Ohio
1155 45th Street, Columbus, Ohio 43262-5507
t: 614-468-4378 | f: 614-468-4341 | e: whitaker@stateohio.us

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

FOR THE COMMISSIONER OF REVENUE

[Signature] Madison County, Ohio

[Signature]

REGISTERED

Notary Public for the State of Ohio

[Signature]

MADE BY

MADE BY

The number of the mortgage is

MADE BY

11 0076880366

NOTARY PUBLIC

Sissy Wiseman

From: Ronda Maynard [mailto:Ronda@titlewest.com]
Sent: Tuesday, October 29, 2019 9:41 AM
To: Sissy Wiseman
Cc: Aaron Miller
Subject: Ronda Release
Attachments: Release of Mortgage Ronda.pdf

Please find a Release of Mortgage attached, that we desire the Commissioner's Office to record it. We had done a prior agreement before hand.

Respectfully,

Ronda Maynard
Secretary
TitleWest Law Firm LLC
117 W. High St., Suite 105
London, OH 43140
703-852-8000
Fax 614-879-6100
e-mail Ronda@titlewest.com

"PURSUANT TO O.C. 1303.21, APPLICABLE TO CLOSING FUNDS IN EXCESS OF \$100,000 MUST BE WIRED TO MERRILL TITLE WEST LLC. WRITING INSTRUCTIONS ARE AVAILABLE UPON REQUEST, AND MUST BE VERBALLY REVIEWED BY THE PROSE WITH OUR OFFICE PRIOR TO SIGNATURES WIRE. FAILURE TO VERIFY WRITING INSTRUCTIONS MAY RESULT IN LOSS OF FUNDS. IN THE EVENT YOU RECEIVE "WRITING" WRITING INSTRUCTIONS, PLEASE CONTACT OUR OFFICE BY TELEPHONE IMMEDIATELY!"

"CLOSING FUNDS LESS THAN \$100,000 MUST BE PAID TO MERRILL TITLE WEST LLC BY CASHIER'S CHECK; CLOSING FUNDS LESS THAN \$1,000.00 MAY BE PAID TO MERRILL TITLE WEST LLC BY PERSONAL CHECK!"

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

Subject: Investment Council

The Investment Council meeting took place on 10-29-19.

Those Present

MADISON COUNTY COMMISSIONERS
Investment Council Meeting
October 29, 2019 - 10:00 a.m.

1. Michelle Hunter
2. Tom Xenikis
3. David Hunter
4. Mark Forrest
5. Debra Lewis
6. Regina D. Hunter
7. Bob Stinson
8. Shelley Hunter
9. Mark Forrest
10. Debra Lewis
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

Government Forms and Supplies E19025502A

Subject: Investment Council – Approved – Financial Sheet

Mr. Forrest moved to approve the Investment Councils financial sheet.

MADISON COUNTY INVESTMENT COUNCIL
COURTHOUSE
LONDON, OHIO 43140

Tuesday, October 29, 2019

The Madison County Investment Council met in the County Commissioners' Office on October 29, 2019 at 10:25 a.m. Present were Debra Lewis, Treasurer, David Hunter, County Commissioner, Mark Forrest, County Commissioner, and Tony Xenikis, County Commissioner.

The Investment Council reviewed the County Treasurer's Policy along with all the investments that she has made since the last meeting as well as the current investments. All investments were made in County Bonds with the exception of one Certificate of Deposit. The Treasurer also has a Checking Account in Cash Management, a Money Market Savings and a Money Market MMMA, which are invested at the Huntington National Bank. The checking account is invested overnight and all monies have Collateral Securities pledged in a pool by Huntington National Bank, Mastercard, and PNC.

The next quarterly Investment Council Meeting will be held in January, 2020.

Debra Lewis
Secretary

Approved:

David Hunter
David Hunter, Commissioner

Mark Forrest
Mark Forrest, Commissioner

Tom Xenikis
Tom Xenikis, Commissioner

Debra Lewis
Debra Lewis, Treasurer

Investments

October 25th 2019

	Market	Rate	Balance
MONEY MARKET BANK OF AMERICA	Current Rate	0.50%	\$13,826.21
MONEY MARKET FUND	Current Rate	1.88% (2/29/20)	\$117,254.99
BOND, CITY OF LONDON	50	3.00%	\$9,250.00
BOND, HUNTINGTON FUND	555	4.50%	\$52,000.00
BOND, HUNTINGTON FUND	24	3.00%	\$17,500.00
SPECIAL ASSESSMENT FUND	21	3.00%	\$14,000.00
BOND, MADISON COUNTY (1/25/20)	45	2.75%	\$21,450.00
BOND, MADISON COUNTY TRUST ASSOCIAT	24	2.75%	\$75,450.00
WATER TREATMENT PLANT	64	3.00%	\$40,000.00
DOMESTIC BOND FUND	60	3.00%	\$50,000.00
			\$1,235,212.20

Debra Lewis
Madison County Treasurer

MADISON COUNTY
CLERK
2019 OCT 29 AM 10:29

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

Subject: Resolution – Approved – Job & Family Services

Mr. Forrest moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the resolution # 102919-01 assigning authority to the director of Madison County Department of Job and Family Services to act as the Madison County Board of Commissioners' designee for approving inter – county adjustments of allocated funds.



Madison County Department of Job & Family Services

MADISON COUNTY COMMISSIONERS

2019 OCT 29 AN UNCL... Lori Dodge-Dorsey, Director 100 Highway Street • London, Ohio 43140 P 740-852-4770 • F 740-852-4768 T 740-852-0243 • TTY 740-852-4770

Children's Services • Child Support • Social Services • Income Maintenance • Workforce Development

RESOLUTION NO. 102919-01

RESOLUTION ASSIGNING AUTHORITY TO THE DIRECTOR OF MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, TO ACT AS THE MADISON COUNTY BOARD OF COMMISSIONERS' DESIGNEE FOR APPROVING INTER-COUNTY ADJUSTMENTS OF ALLOCATED FUNDS:

It was moved by Mr. Forrest, seconded by Mr. Xenikis to approve the following:

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, Counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, Any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, A county family services agency must make such inter-county adjustment request to the Ohio Department of Job and Family Services, and include with such request a resolution authorizing such from that county's board of county commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(b), a board of county commissioners may pass a resolution assigning authority to another party to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time;

THEREFORE BE IT RESOLVED, that the Madison County Board of Commissioners hereby assigns authority to The Director of Madison County Department of Job and Family Services, through December 31, 2020, to serve as the Madison County Board of Commissioners' designee, and thereby grants The Director of MCDJFS, the authority to sign inter-county adjustment agreements on behalf of Madison County until December 31, 2020.

Adopted this 29th day of October, 2019.

Vote on Motion Mr. Forrest Yes Mr. Hunter Yes Dr. Xenikis Yes

Mark Forrest
Mark Forrest, Commissioner

David Hunter
David Hunter, Commissioner

Dr. Tony Xenikis
Dr. Tony Xenikis, Commissioner



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 – CCAO Representative

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

Mark Forrest, and Dr. Tony Xenikis, as Primary CCAO Representatives, and Rob Slane, County Administrator, as an alternate Representative on behalf of Madison County.

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 – CEBCO Representative

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

Rob Slane as the Primary CEBCO Representative, and Mark Forrest and Dr. Tony Xenikis, as the alternate representatives on behalf of Madison County.

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 – CCAO Representative

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

Rob Slane as the Primary CCAO Representative, and Mark Forrest and Dr. Tony Xenikis, as the alternate representatives on behalf of Madison County.

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 – Authority

Dr. Xenikis moved to approve a resolution for Rob Slane, County Administrator, to have authority to sign the Mace Easement documents on behalf of Madison County.

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 – Wellness Benefit Program

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

County employees that participated and completed the Wellness Program in 2019 will receive a \$50.00 decrease on their health care benefits for 2020. County employees that participated in the Wellness Program in 2019 but did not complete this Program will receive a \$50.00 increase on their health care benefits for 2020.

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 – Wellness Benefit Program

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

County employees that participate and complete the Wellness Program in 2020 will receive a decrease in their health care benefits for 2021. This rate reduction will be based on the number of participants in the program.

County employees that participate in the Wellness Program in 2020 but does not complete the Program will receive an increase in their health care benefits for 2021.

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 – 2020 Open Enrollment Benefit

Mr. Forrest moved to approve the resolution that the County's 2020 Open Enrollment Benefit Period be from November 1- 2019 through November 30, 2019.

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 Attendance – Approved – DJFS

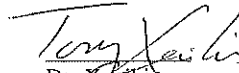
Mr. Forrest moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the required meeting attendance in compliance with ORC 325:20 for the following:

Robin Bruno and Julie Harris to "5th Annual Convening". 12-3-19 in Grove City, Ohio. Cost \$150.00 registration and \$100 food.

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: Kate W. ...