

Commissioners Journal # 92 Page 139

May 19, 2020

Government Forms and Supplies E1969075EA

Subject: Bills – Approved – Madison County

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

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

Subject: Increase PO Funding – Approved – Commissioners Other

Mr. Hunter moved to approve the increase of PO funding for the following:

Increase: Commissioners Other (1000-A01A-5-0046) PO # 2163 in the amount of \$496.00.

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

Subject: Rename Account Numbers– Approved – CDC

Mr. Hunter moved to approve new revenue and expense account numbers for the following:

Rename Revenue: Fed Blk Grant FY 2004 Home Funds (7075-T000-4-0500) to CHIP FY 20 HOME.

Rename Revenue: Fed Blk Grant CHIP FY 2004 CDBG Funds (7075-0000-4-0600) to CHIP FY 20 CDBG Housing.

Rename Expense: Fed Blk Grant CHIP FY12Home (7075-T500-5-5007) to CHIP FY 20 HOME.

Rename Expense: Fed Bld Grant CHIP FY12 CDBG Funds (7075-T500-5-5008) to CHIP FY 20 CDBG Housing.

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

Subject: Appropriation – Approved – CDC

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

Expense: CHIP FY 20 CDBG Housing (7075-T500-5-5008) in the amount of \$14,116.00.

Expense: CHIP FY 20 HOME (7075-T500-5-5007) in the amount of \$29,532.00.

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

Subject: Budget Adjustment 2020 – Approved – CDC

Mr. Hunter moved to approve the 2020 budget adjustment for the following:

Budget Adjustment: CHIP FY 20 CDBG Housing (7075-T000-4-0600) in the amount of \$15,000.00.

Budget Adjustment: CHIP FY 20 HOME (7075-0000-4-0500) in the amount of \$30,000.00.

Budget Adjustment: CHIP FY 20 CDBG Housing (7075-T500-5-5008) in the amount of \$15,000.00.

Budget Adjustment: CHIP FY 20 HOME (7075-T500-5-5007) in the amount of 30,000.00.

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

Subject: Budget Adjustment 2020 – Approved – Job & Family Services

Mr. Hunter moved per the request of Sherry Baldwin, Job & Family Services Fiscal Officer, to approve the budget adjustment for the following:

Revenue: Family Council State Funds Increase (7040-0000-4-0200) in the amount of \$15,000.00.

Expense: Family Council Contract Services Increase (7040-T890-5-0140) in the amount of \$15,000.00.

Revenue: HMG GRF/C Increase (7043-0000-4-0200) in the amount of \$10,000.00.

Expense: HMG GRF/C Increase (7043-T890-5-0140) in the amount of \$10,000.00.

Revenue: Family Services State Funds Increase (7049-0000-4-0200) in the amount of \$11,800.00.

Expense: Family Services Contract Services Increase (7049-T891-5-0140) in the amount of \$11,800.00.



Strengthening Families Through Community Collaboration

May 19, 2020

Madison County Auditor  
1 North Main St  
London, Ohio 43140

To Whom It May Concern:

I respectfully request that the following budget adjustments be made for CY2020 to reflect the receipt of additional funding previously not budgeted.

Re Family Council Account 7040-0000-11010

Please increase Revenue line item 7040-0000-4200 by \$15,000 to reflect revenue to be received from Ohio Family and Children Fund as additional support during the Covid Crisis

Please increase expenditure line item 7040-T890-5140 by \$15,000 to allow transfer of funding to accounts 7049-0000-11010 for training (\$3,200) and 7049-0000-11000 for services (\$11,800)

Re Departmental account 7043-0000-11010

Please increase Revenue line item 7043-0000-4200 by \$10,000 to reflect additional state revenue provided through ODM for Help Me Grow Home Visiting

Please increase expenditure line item 7043-T890-5140 by \$10,000 to allow transfer of said funding

Re Departmental account 7049-0000-11010

Please increase Revenue line item 7049-0000-4200 by \$11,800 to reflect additional state revenue received from the ORCA as transferred from account 7049-0000-11000

Please increase expenditure line item 7049-T891-5140 by \$11,800 to allow expenditure of additional funding for services

704631-5100 Piece  
704631-4300 Fax  
70 East 824, 209 West 2nd St.  
London, Ohio 43140

Sissy Wiseman

From: Sissy Wiseman  
Sent: Tuesday, May 19, 2020 7:59 AM  
To: Sherry Baldwin  
Subject: RE: Creating New Funding budget/expense requests

O.K. I'll present this to the Commissioners during today's meeting.  
Sissy Wiseman

-----Original Message-----  
From: Sherry Baldwin  
Sent: Tuesday, May 19, 2020 4:14 PM  
To: Sissy Wiseman  
Subject: Creating New Funding budget revision request.doc

Fello, Sissy

Here is the budget revision request I mentioned earlier. Thank you for your assistance as always.

Sherry Baldwin

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

Government Forms and Supplies: E190878EA


Subject: Budget Adjustment 2020 – Approved – Probate/Juvenile

Mr. Hunter moved per the request of Chris Brown, Probate/Juvenile Judge, to approve the 2020 budget adjustment for the following:

Revenue: Prob/Juv. Computer Equipment Supreme Court Technology Grant (2047-0000-4-0400) in the amount of \$4,903.00.

Expense: Supreme Court Technology Grant (2047-B400-5-0047) in the amount of \$4,903.00.

HADISON COUNTY	2020	EXPENSE ACCOUNT
ACCOUNT NUMBER 2047-B400-50047	DESCRIPTION SUPREME COURT TECHNOLOGY GRANT	BUDGET 4,903.00
2047-0000-40400		REVENUE ACCOUNT BUDGET 4,903.00

  
PROBATE/JUVENILE JUDGE

MADISON COUNTY  
COMMISSIONERS  
MAY 13 PM 2:20

MADISON COUNTY  
AUDITOR  
MAY 19 5 AM '20  
MADISON, OHIO

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

Subject: Decrease PO Funding – Approved – Commissioners Transfers Improvements

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

Decrease: Commissioners Transfers Improvements (1000-A01A-5-0057) PO # 2148 in the amount of \$10,000.00.

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

Subject: Budget Revision – Approved – Professional Services

Mr. Hunter moved to approve the budget revision for the following:

Decrease: Commissioners Transfers Improvements (1000-A01A-5-0057) in the amount of \$10,000.00.

Increase: Professional Services (1000-A01A-5-0045) in the amount of \$10,000.00.

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

Subject: Increase PO Funding – Approved – Professional Services

Mr. Hunter moved to approve the increase of PO funding for the following:

Increase: Professional Services (1000-A01A-5-0045) PO # 2152 in the amount of \$10,000.00.

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

Subject: Transfer – Approved – Job & Family Services

Mr. Hunter moved per the request of Sherry Baldwin, Job & Family Services, Fiscal Officer, to approve the transfer for the following:

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$9,097.00.

Transfer to: Dept. Family and Children (7048-0000-4-0300) in the amount of \$9,097.00.

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$6,260.00.

Transfer to: Family Services (7049-0000-4-0300) in the amount of \$6,260.00.

Transfer from: Dept. HMG Part C Contract Services (7053-T893-5-0140) in the amount of \$6,069.82.

Transfer to: Dept. HMG GRF Part C (7052-0000-4-0100) in the amount of \$6,069.82.

Transfer from: Dept. FCSS Contract Services (7055-T894-5-0140) in the amount of \$4,665.00.

Transfer to: Family Services (7049-0000-4-0100) in the amount of \$4,665.00.

MADISON COUNTY COMMISSIONERS

2020 MAY 19 AM 7:41

Department: Madison County Dept Family and Children

Date: 5/19/2020

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the following transfer (s):

From: Family Council 7040 Contract Services 7040 -T890 -50140

To: Dept. Family and Children 7048 Revenue Account 7048 -0000 40300  
Fund # Account Name Account Number  
Amount: \$ 9,097.00

From: Family Council 7040 Contract Services 7040 -T890 -50140

To: Family Services 7049 Revenue Account 7049 -0000 -40300  
Fund # Account Name Account Number  
Amount: \$ 6,260.00

From: Dept. HMG Part C 7053 Contract Services 7053 -T893 -50140

To: Dept. HMG GRF Part C 7052 Revenue Account 7052 -0000 40100  
Fund # Account Name Account Number  
Amount: \$ 6,069.82

From: Dept. FCSS 7055 Contract Services 7055 T894 -50140

To: Family Services 7049 Revenue Account 7049 -0000 -40100  
Fund # Account Name Account Number  
Amount: \$ 4,665.00

Reason for Request: Transfer funding to accounts which allow for expenditures for provision of direct services.

TTL = \$ 28,091.82

Roll call vote resulted as follows:

cc: Auditor  
Originator  
Originator File  
Transfer File

Sherry Baldwin 5/19/2020

Tony Xenikis 425-519 2020  
Mark Farnast 425-888 5-19 2020  
David Hunter Yes 519 800

C.J. \_\_\_\_\_, Page \_\_\_\_\_  
Date: 5-19-2020

appropriations are available, and free of prior encumbrances (including blanket purchase orders):

*R. Motz - This meeting has to be held by teleconference due to COVID-19. Commissioners are not available. Resignation & Mary Baldwin 5/19/2020*

Revised 5/18/2020

Government Forms and Supplies E1190879EA

Transfer from: Family Services Contract Services (7049-T891-5-0140) in the amount of \$864.82.

Transfer to: Dept. of Family & Children (7048-0000-4-0300) in the amount of \$864.82.

Transfer from: Early Head Start Contract Services (7050-T892-5-0140) in the amount of \$4,143.79.

Transfer to: Dept. of Family and Children (7048-0000-4-0100) in the amount of \$4,143.79.

Transfer from: Help Me Grow HV/CC Contract Services (7051-T893-5-0140) in the amount of \$1,988.44.

Transfer to: Dept. of Family and Children (7048-0000-4-0200) in the amount of \$1,988.44.

Transfer from: Help Me Grow EI Contract Services (7052-T893-5-0140) in the amount of \$1,320.09.

Transfer to: Dept. of Family and Children (7048-0000-4-0100) in the amount of \$1,320.09.

MADISON COUNTY COMMISSIONERS  
2020 MAY 19 AM 7:41

Department: Madison County Dept Family and Children  
Date: 4/28/2020

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
to approve the following transfer (s):

From:	Family Services	7049	Contract Services	7049	T891	-50140
To:	Dept of Family and Children	7048	Revenue Account	7048	-0000	40300
	overhead from Dec. 2019-April 2020	Amount: \$	864.82			
From:	Early Head Start	7050	Contract Services	7050	T892	-50140
To:	Dept of Family and Children	7048	Revenue Account	7048	-0000	40100
	overhead from Dec. 2019-April 2020	Amount: \$	4,143.79			
From:	Help Me Grow HV/CC	7051	Contract Services	7051	T893	-50140
To:	Dept of Family and Children	7048	Revenue Account	7048	-0000	40200
	overhead from Dec. 2019-April 2020	Amount: \$	1,988.44			
From:	Help Me Grow EI	7052	Contract Services	7052	T893	-50140
To:	Dept of Family and Children	7048	Revenue Account	7048	-0000	40100
	overhead from Dec. 2019-April 2020	Amount: \$	1,320.09			

Reason for Request:  
Transfer funding to accounts which allow for expenditures for provision of direct services.

TU = \$ 8,317.14

Roll call vote resulted as follows:  
cc: Auditor \_\_\_\_\_  
Originator \_\_\_\_\_  
Originator Fds \_\_\_\_\_  
Transfer Fds \_\_\_\_\_  
Tony Xenikis 485-5-19-2020  
Mark Forrest 486-5-19-2020  
David Hunter 485-5-19-2020  
C.J. \_\_\_\_\_ Page \_\_\_\_\_  
Date: 5-19-2020

*Henry Beckwith 5-19-2020*  
verified that  
appropriations are available, and free of prior encumbrances (including blanket purchase orders):  
a. Note: This meeting has to be held by teleconference due to Corona Virus. Commissioners are not available for signatures & being called 5-19-2020

Transfer from: Prevention Contract Services (7062-T897-5-0140) in the amount of \$1,126.83.

Transfer to: Dept. of Family and Children (7048-0000-4-0300) in the amount of \$1,126.83.

MADISON COUNTY COMMISSIONERS  
2020 MAY 19 AM 7:41

Department: Madison County Dept Family and Children  
Date: 4/28/2020

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
to approve the following transfer (s):

From:	Prevention	7062	Contract Services	7062	-T897 -50140
To:	Dept of Family and Children	7048	Revenue Account	7048	-0000 40300
	Fund Name	Fund #	Account Name	Account Name	Account Number
	overhead from Dec. 2019-April 2020	Amount: \$	1,126.83		

From:			Contract Services	0	T892 -50140
To:			Revenue Account	0	-0000 -40100
	Fund Name	Fund #	Account Name	Account Name	Account Number
		Amount: \$			

From:			Contract Services	0	-T893 -50140
To:			Revenue Account	0	-0000 -40200
	Fund Name	Fund #	Account Name	Account Name	Account Number
		Amount: \$			

From:			Contract Services	0	-T893 -50140
To:			Revenue Account	0	-0000 -40100
	Fund Name	Fund #	Account Name	Account Name	Account Number
		Amount: \$			

Reason for Request:  
Transfer funding to accounts which allow for expenditures for provision of direct services.

Total: \$ 1,126.83

Roll call vote resulted as follows:

Tony Xenikis yes - 5-19-2020  
 Mark Forrest yes - 5-19-2020  
 David Hunter yes - 5-19-2020  
 C.J. \_\_\_\_\_, Page \_\_\_\_\_  
 Date: 5-19-2020

cc: Auditor  
Originator  
Originator File  
Transfer File

*Shirley Baldwin* 5-19-2020  
Verified (if)

appropriations are available, and free of prior encumbrances (including blanket purchase orders):

\*Note - This meeting has to be held by teleconference due to COVID-19. Commissioners are not available for signatures & Missy (written) 5-19-2020

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

Government Forms and Supplies E1980796A

Subject: Appropriate – Approved – Sanitary Sewer & Water District

Mr. Hunter moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$50,000.00.

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

Subject: Transfer – Approved – Sanitary Sewer & Water District

Mr. Hunter moved to approve the transfer for the following:

Transfer from: Commissioners Other (1000-A01A-5-0046) in the amount of \$50,000.00.

Transfer to: Water Development (2054-4-0100) in the amount of \$50,000.00.

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



**Madison County**  
**Sanitary Sewer & Water District**  
1876 Old Springfield Rd / PO Box 433  
100 Blue Hill  
London, Ohio 43140  
Phone 709-445-3173  
Fax 709-445-4785

MADISON COUNTY  
COMMISSIONERS  
JULY 13 2020

May 19, 2020

Madison County Commissioners  
Clerk/Sec  
London, Ohio 43140

Order/Ann

Attached are two new invoices from IBM. All charges for the Madison County Water Development Fund (2054) have been paid. For the District to be able to pay these invoices there will need to be a transfer of at least \$25,000, or more for future invoices, into the Water Development Fund.

Thank you for your cooperation in these necessary charges.

Respectfully,

Rob Sizer  
Madison County Administrator

RSamp

Approved: *[Signature]*  
Disapproved: \_\_\_\_\_  
Date: 5-19-2020

MADISON COUNTY COMMISSIONERS

*[Signature]*  
Dr. Tony Xenikis YES  
David Hunter YES

*NOTE: Dr. Tony Xenikis & David Hunter are not available for signatures*

Subject: Transfer - Approved - Engineer

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to approve the transfer for the following:

- Transfer from: Ditch Labor (4100-R000-7610) in the amount of \$13,766.06
- Transfer from: Ditch Materials (4100-R000-0600) in the amount of \$8,865.44
- Transfer from: Ditch Contracts (4100-R000-0804) in the amount of \$1,247.75
- Transfer from: Ditch Other Admin. (4100-R000-0046) in the amount of \$1,088.49
- Transfer from: Ditch Other Repair (4100-R000-0046) in the amount of \$5,848.15

Transfer to: Gas Tax Reimbursements (2000-0600) in the amount of \$30,815.89.



May 18, 2020

Madison County Commissioners  
100 Main Street  
London, OH 43130

Re: March Ditch Reimbursement Roll Call  
On Demand

For information you are approved to make the following reimbursements for Ditch

- Transfer \$ 13,766.06 from (4100-R000-7610) Ditch Labor
- Transfer \$ 8,865.44 from (4100-R000-0600) Ditch Materials
- Transfer \$ 1,247.75 from (4100-R000-0804) Ditch Contracts
- Transfer \$ 1,088.49 from (4100-R000-0046) Ditch Other Admin.
- Transfer \$ 5,848.15 from (4100-R000-0046) Ditch Other Repair
- Total \$ 30,815.89 to (2000-0600) Gas Tax Reimbursements.

Thank you for your cooperation in this necessary change.

Sincerely,

*Bryan Dhume*  
Bryan Dhume, P.E., P.E.  
Madison County Engineer

Approved: [Signature]  
Disapproved: \_\_\_\_\_  
Date: 5-19-2020

MADISON COUNTY COMMISSIONERS  
[Signature]  
 Dr. Tony Xenikis - yes  
 David Hunter - yes

*NOTE: Dr. Tony Xenikis is paid  
& Hunter is not available for signature*

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



Government Forms and Supplies E190875EA

Subject: Drawdown - Approved - CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the drawdown in the amount of \$39,000.00.

Quantified responsibility for Office of Community Development distributed administratively and distributed 1-20-20 and 1-20-20		Name and Address of Grantee 17 North Dixie Ave Columbus, OH 43215 Contact Person Information: Name: Whitaker Wright Email: whitaker@cdc.org Phone: 614-292-0000		Grant Number: 20-10-106-1 Draw Number: 1	
Project Name: 2020-002 Project Number: 2020-002	Activity: 1 Activity Name: COVID-19 Response	Activity Name: COVID-19 Response	Project Office Address: 17 North Dixie Ave Columbus, OH 43215	ID#: 12345	Amount (\$): 39,000.00
Signature of the Commissioner of the State of Ohio			Signature of the Grantee		

State of Ohio  
Office of Community Development  
Request for Payment

MADISON COUNTY  
COMMISSIONERS  
2020 MAY 12 PM 1:50

To: Supervisor  
 From: Supervisor  
 Re: Request for Payment  
 Subject: Request for Payment

To: Supervisor  
 From: Supervisor  
 Re: Request for Payment  
 Subject: Request for Payment

To: Supervisor  
 From: Supervisor  
 Re: Request for Payment  
 Subject: Request for Payment

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

Subject: Certification of Exempt Project – Approved – CDC

Mr. Hunter moved to approve the \$1,200.00 Housing Program Income certification of exemption project.

**Ohio** | Development Services Agency

Housing Program  
CERTIFICATION OF EXEMPT PROJECT

20 MAY 11 AM 11:48

**CERTIFICATION OF EXEMPT PROJECT**

The State of Ohio hereby certifies that the State of Ohio hereby finds that under Section 204 of Title 1 of the Housing and Community Development Act of 1974, as amended, Section 215 of Title 8 of the Revised Code, and the Housing and Community Development Act of 1974, as amended, Section 215 of Title 8 of the Revised Code, the project meets the requirements of the Act, as amended, for the following project:

Project Name	Location	Suburb	Address	City/Township	County
Housing Program	Madison	Madison	11000	Madison Township	Madison

An environmental evaluation has been conducted for each of the projects listed above by Madison County. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, Section 215 of Title 8 of the Revised Code, and the project meets the requirements of the Act, as amended, for the following project:

The environmental review was conducted by:

William W. Wright  
CDC of Ohio, P.O. Box 6017, Columbus, OH 43261

In conformity with, and by the authority of these provisions:

Mark Forrest, President  
Madison County Board of Commissioners  
1 W. Main Street, P.O. Box 111  
Madison, Ohio 43101

*Mark Forrest*  
Mark Forrest, President

5-19-20 20  
Date of signature

Public Certificates for  
The Development Services Agency  
Office of Community Development  
One Community Center  
P.O. Box 1001  
Columbus, Ohio 43216-1001

Certificate of Exempt Project

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

Government Forms and Supplies E180878EA

Subject: Notice of Award – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the notice of award for the Midway Siren Project to ComProducts, Inc. dba B & C Communications in the amount of \$35,757.00.

MADISON COUNTY  
COMMISSIONERS

NOTICE OF AWARD

To: **ComProducts, Inc. dba B & C Communications**  
1745 Hudson Avenue, Suite P  
Columbus, Ohio 43229

PROJECT Description: **Madison County – Midway Siren Project**

The OWNER has awarded the PROPOSAL submitted by you on May 8, 2020 for the above described WORK in response to the Bid Solicitation for System and Installation for SIREN/CDC. You are hereby notified that your PROPOSAL has been accepted for award in the amount of \$35,757.00.

**TERMS: 25% Advance Payment, 75% Cash Payment (7/1/2020) Onsite**

You are notified by this information for BIDDERS to execute the Agreement and furnish the required CDC CONTRACTOR Insurance BOND, if applicable, and Certificate of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, your PROPOSAL will be voided in whole and your right to bid out of the OWNER's consideration of your bid is abandoned and as a condition of your bid, you agree to forfeit to the OWNER as set forth in Section 103.04 of the Ohio Revised Code. The OWNER will be entitled to such other relief as may be provided by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER, within 14 days of May 19, 2020.

Madison County Board of Commissioners  
Chair

By: Robert Forrest  
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Company:	ComProducts, Inc. dba B & C Communications
Date:	
Signature:	
Name/Title:	

CONTRACTOR'S Form  
Rev 7/9/2014

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

Subject: Lease Agreement – Approved – BMV

Mr. Hunter moved to approve the lease agreement between Madison County Commissioners and Rachel Jones, tenant, 13 North Oak St. Suite B., London, Ohio. Commencing June 1, 2020 expiring June 28, 2025.

LEASE AGREEMENT

MADISON COUNTY COMMISSIONERS

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1<sup>st</sup> day of June 2020, by and between MADISON COUNTY COMMISSIONERS ("Landlord"), 13 North Oak Street, Suite B, London, Ohio 43130, and Rachel Jones ("Tenant"), with office at 13 North Oak Street, Suite B, London, OH 43130

In consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LANDLORD and TENANT agree as follows:

1. Lease of Premises. Upon the terms and conditions hereinafter set forth, and pursuant to O.R.C. §3119, Landlord leases to Tenant and Tenant leases from Landlord approximately 1,500 leasable square feet in one of the buildings known as 13 North Oak Street, Suite B, London, Madison County, OH 43130 based upon a floor plan for the "Premises" and such buildings and the real estate upon which they are located (collectively called the "Building").

In addition, Tenant, its agents, employees, partners, contractors, and licensors, shall have the non-exclusive right to use the Common Areas of the Building, including, without limitation, parking in the Building parking lot, in connection with Landlord and the other tenants and occupants of the Building, their agents, employees, partners and licensors.

2. Term. This Lease shall be for a term of five (5) years, commencing on the 1<sup>st</sup> day of June, 2020, (the Commencement Date) and ending on the 28<sup>th</sup> day of June, 2025, unless sooner terminated as hereinafter provided. This lease will automatically renew for an additional five (5) year term unless written notice is given to terminate the lease 120 days prior to the termination date of the original term of the current lease.

3. Rent. Tenant agrees to pay Landlord, during the term of this Lease, base rent on the approximately 1,500 leasable square feet contained in the Premises. Such base rent shall be calculated as a rate of the following:

Lease Years	Net rate per square foot	Per Annum	Per Month
Year 1	\$135 per sq. ft. x 1,199 sq. ft.	\$161,865.00	\$13,488.75

There will be an annual 3% rent increase in years 2-5 of the lease term, payable as follows:

Lease Years	Net rate per square foot	Per Annum	Per Month
Year 2	\$139 per sq. ft. x 1,199 sq. ft.	\$165,621.00	\$13,801.75
Year 3	\$143 per sq. ft. x 1,199 sq. ft.	\$169,377.00	\$14,114.75
Year 4	\$147 per sq. ft. x 1,199 sq. ft.	\$173,133.00	\$14,427.75
Year 5	\$151 per sq. ft. x 1,199 sq. ft.	\$176,889.00	\$14,740.75

Each monthly amount shall be paid in advance on or before the first day of each month of the Lease term. In addition to the base rent, Tenant shall also pay, as additional rent, its proportionate share of the annual Operating Expenses in accordance with the provisions of

Section 4 below. All such rent shall be payable to Landlord in its office on the first of the beginning of this Lease, unless Landlord directs otherwise in writing. The term "Lease Year" refers to the one year period commencing with the Commencement Date and to each of the successive one-year periods commencing on each anniversary of the Commencement Date during the term of this Lease.

4. Operating Expenses. In addition to the base rent provided in Section 3 hereof, Tenant shall pay within 30 days after receipt of a billing from Landlord, as additional rent, its proportionate share of the annual Operating Expenses attributable to the 13 North Oak Street Building.

For the purpose of this lease, "Operating Expenses" shall include and mean the following: (a) all exterior cleaning and snow and ice/abatement costs for the Building; (b) all parking lot lighting and related maintenance for the Building; (c) all related equipment and replacement shall be considered a capital improvement and shall not be included in the operating expense budget; (d) all lawn and landscaping costs for the Building; and (e) all real estate taxes and assessments of assessments which are payable during the term of this lease, provided that taxes and assessments payable during the first and last Lease Years shall be prorated based on the number of days during the calendar year in which such tax or assessment is due within each portion of each Lease Year. For the purposes of this section, any expenses which, under Generally Accepted Accounting Principles, are determined to be capital expenditures, shall not be considered Operating Expenses.

5. Utilities and Services. Tenant shall obtain and pay for 100% of public utilities and other services required for the occupancy of the Premises including its share of any charges billed to the Landlord.

6. Maintenance and Repairs. Landlord shall provide exterior cleaning, snow and ice/abatement, lawn and landscaping care and maintenance, replacement of the HVAC, any exterior painting, sewer, gas and electrical utilities services serving to the building, any maintenance, repair and replacement to the roof, exterior walls, down spouts, gutters, sidewalks, exterior lighting and parking lot lighting, parking lot related striping and marking and all exterior windows and doors. This is subject to Tenant paying its share of the Operating Expenses as provided in Section 4.

Tenant shall be responsible for interior cleaning, janitorial services and ordinary interior maintenance and repairs, including interior painting, repairs, and HVAC maintenance and repair only. Notwithstanding the foregoing, any HVAC maintenance expense which exceeds thirty percent (30%) of the cost of replacement of the HVAC system shall be borne by the Landlord. All Landlord's site alteration and electrical, Landlord may choose to replace the HVAC system as an alternative to paying any maintenance expense exceeding thirty percent (30%) of the cost of replacement of the HVAC system.

7. Security Deposit. Landlord acknowledges that it has received a security deposit in the amount of \$120,000, which shall be applied on the following terms:

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A. In the event of any default of the Tenant in the performance of the terms, covenants, duties or conditions of this Lease or under applicable laws, the Landlord is authorized to apply said security deposit or any part thereof, against the damages resulting from such default;

B. Upon termination of the term of this lease, provided the Tenant is not then in default hereunder the Landlord may apply the security deposit or any portion thereof toward payment for any repairs needed to the leased premises or its systems or against any damages thereto caused by the Tenant irrespective of whether the Landlord elects to repair the leased premises or its systems. Landlord will account to tenant for such security deposit within 60 days after Landlord retakes possession from Tenant and Landlord will simultaneously return the security deposit, or any unexpended portion thereof to Tenant.

C. The Landlord may elect to apply the security deposit against any payments to be made hereunder that are past due. In the event the Landlord elects to so apply the security deposit, the Landlord shall promptly notify the Tenant of the amount of the security deposit so applied. Within 5 days after the service of such notice by the Landlord, the Tenant shall pay to the Landlord such amount as necessary to replenish the security deposit such that the Landlord holds \$1000 as a security deposit. The amount of the security deposit is not and shall not be deemed to be the measure of damages for any breach hereunder, nor shall the application of the same or any part thereof be a bar to further recovery not to any other remedy, at law or in equity, for such breach. The security deposit shall not be applied by Tenant towards the payment of any monthly installment of rent or any other money due hereunder without the express written consent of the Landlord. Any interest which is earned or could be earned upon the security deposit shall be the property of the Landlord.

D. The above notwithstanding, if Tenant, during the term of this Lease is twice more than thirty (30) days late in paying any Rent installment, Landlord, without notice to Tenant, may require, and Tenant shall pay to Landlord a security deposit in the amount not more than two (2) months' full Rent (The amount may include any Rent Subsidy.) Landlord will provide written billing to Tenant who shall pay such amount within fifteen (15) days of receipt thereof. Failure to pay shall be considered a default under the terms of this lease.

8. Use of Premises. The Premises shall be occupied and used for office space and clinic space for a State of Ohio License Bureau, and no other purpose except with the advance written consent of the Landlord, which consent shall not be unreasonably withheld. The Tenant shall not permit any other person or entity to occupy, use or operate a business at the Premises except with the advance written consent of the Landlord which consent shall not be unreasonably withheld. The Tenant's use of the Premises shall be in a lawful, careful, safe and proper manner, and the Tenant shall not permit the Premises to be used for any unlawful purpose, nor commit nor suffer any waste. The Tenant will carefully preserve, protect, control and guard the Premises from damage, and will not keep or use any article which may be prohibited by the standard form of fire insurance policy.

9. Alterations or Improvements. Tenant accepts the Premises "as is." Tenant may make, or may permit to be made, alterations or improvements in the Premises. Such alterations or

improvements shall be made in compliance with all applicable laws and building codes in good and workable order. Tenant shall promptly pay all costs attributable to such alterations and improvements. Any alterations or improvements to the Premises, except as to the hardware and equipment used for a fixture, shall become a part of the realty and the property of Landlord, and shall not be removed by Tenant. In the event any alteration or improvement proposed by Tenant will not show forward under §1908.04 or more, Tenant shall obtain the written consent of the Landlord prior to making any alteration or improvement to the Premises, which consent shall not be unreasonably withheld.

Tenant shall keep the Premises and every part thereof free and clear of any and all rubbish, materials and other articles from or belonging to or in connection with work or labor done, services performed or articles, appliances, equipment, supplies or fuel used or furnished for or in connection with any alteration, improvement, repair or alterations which he is making or cause to be made in or upon the Premises, or in connection with the installation and/or removal of improvements, hardware and equipment as permitted hereunder.

10. Damage and Destruction. If the Premises should be wholly or partially destroyed by fire or other casualty, cause destruction or material damage to the Premises which cannot be repaired within ninety (90) days of the occurrence of such casualty by fire or other casualty, then either party hereto may, at its option, terminate this Lease by giving written notice thereof to the other party within thirty (30) days after the date of such casualty. In such event, rent shall be apportioned to and paid only on the date of such casualty and Landlord shall be entitled to all the net realized coverage insurance proceeds. If neither party elects this option, then the Premises shall be reconstructed or restored to its original expense, to substitute the reconstruction or they were prior to the casualty. Tenant shall be entitled to all the net realized coverage insurance proceeds to repair the Premises if Tenant is required or elected to repair the Premises.

If the building and the Premises should be wholly or partially destroyed or damaged by fire or other casualty that does not result in a termination of the Lease as provided for above, then such damaged part of the Premises shall be reconstructed and restored at Tenant's expense, to substantially the same condition as they were prior to the casualty. Rent shall be abated to the extent the Premises are untenantable for a period as a percentage back of only a portion of the Premises is restorable; from the date of the casualty until substantial completion of the reconstruction repairs, and this Lease shall continue in full force and effect for the balance of the term hereof except that no reasonable abatement in computing such reconstruction repairs.

11. Signs. The Tenant will not place or cause to be placed or maintained on the roof or any exterior door, wall or window of the leased Premises any signs, posters or notices, or advertising matter on either side of any kind, and will not place or maintain any decoration, painting or advertising matter on the face of any window or door of the leased Premises, without first obtaining the Landlord's written approval and consent. The Tenant further agrees to maintain any sign, notice, poster, decoration, painting, advertising matter or other thing as may be approved in good condition and repair at all times.

12. **Mutual Waiver of Subrogation.** Lessor and Tenant hereby release each other and each other's officers, employees, agents, customers and vendors from any and all liability for any loss, damage or injury to person or property occurring in, on or about or to the Premises, improvements to the Building or personal property within the Building resulting from any perils covered by insurance, regardless of cause, including the negligence of Lessor or Tenant and their employees, officers, agents, persons, customers and vendors, to the extent of any recovery under any policy or policies of insurance, provided that said insurance will not be invalidated in whole or in part by reason hereof. Each party shall notify their insurance carrier of this waiver of subrogation.

13. **Encumbrance.** If the whole or any part of the Premises or the Building shall be taken for public or quasi-public use by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Premises not so taken to be untenable and inadequate for use by Tenant as offices, this Lease shall terminate as of the date of such taking. If a part of the Premises or Building shall be taken or conveyed but this Lease is not terminated as provided for in this Section 13, then this Lease shall be terminated as to the part taken or conveyed as of the date Tenant surrenders possession, and Lessor shall make such repairs, alterations and improvements as may be necessary to render the part not taken or conveyed tenable and the rent shall be reduced in proportion to the reduction in square feet of the Premises. All compensation awarded for such taking or conveyance shall be divided between Lessor and Tenant as their interests may appear.

14. **Assignment and Subletting.** Except as noted below, Tenant will not assign, transfer, mortgage or otherwise encumber this Lease or the Premises, or sublet the Premises, or any part thereof without obtaining the prior written consent of Lessor, which consent will not be unreasonably withheld, nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be effectuated by operation of law or otherwise without the prior written consent of Lessor, which consent will not be unreasonably withheld. The consent by Lessor to any assignment or subletting shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or compliance of and from any such assignee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any assignment or subletting be construed to relieve any tenant hereunder from obtaining the consent in writing of Lessor to any further assignment or subletting.

15. **Subordination and Attornment.** This Lease is subject and subordinate to the lien of any and all mortgages which may now or hereafter encumber or otherwise affect the Building or the Premises and to all and any liens, judgments, mortgages, seizures or refinancing thereof provided that such mortgages agree that so long as Tenant is not in default under this Lease, Tenant shall not be disturbed in its possession under this Lease. In confirmation of such subordination, Tenant shall, at Lessor's request, promptly execute any requisite or appropriate certificate or other document. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any such mortgage, Tenant shall attend to the purchaser at such foreclosure sale, if required to do so by such purchaser, and to recognize such purchaser as the Lessor under this Lease.

16. **Default.** The occurrence of any one or more of the following events shall be a default and breach of this lease by Tenant:

- A. Tenant shall fail to pay any monthly installment of rent or any other money due hereunder within the 10 days after written notice that the same is due and payable.
- B. Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Lessor is provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty (30) day period, no default shall be deemed to have occurred if Tenant commences such performance within said thirty (30) day period and thereafter diligently endeavors to continue such performance until the default is cured.
- C. A trustee or receiver shall be appointed to take possession of substantially all of Tenant's assets in, on or about the Premises or of Tenant's interest in this lease and Tenant does not regain possession within sixty (60) days after such appointment; Tenant makes an assignment for the benefit of creditors or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter).
- D. A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed against Tenant pursuant to any federal or state statute, and with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same.
- E. Tenant files a petition in bankruptcy, insolvency, or for reorganization or arrangement pursuant to any federal or state statute.
- F. Tenant ceases to operate as a Governmental Health Department or vacates the premises during the lease term.

Upon the occurrence of any event of default Lessor shall have all rights and remedies allowed by law, including without limitation, the right to re-enter and take possession of the Premises and, at Lessor's election, to either:

- a) Declare this lease to be terminated, in which event this lease, all rights of the Tenant, and all debts of the Lessor cease; Lessor may possess and enjoy the leased Premises as though this lease had never been made, without prejudice, however, to any and all rights of action against the Tenant the Lessor may have for rent, damages, and/or breach of covenant, in respect to which the Tenant shall remain and continue liable notwithstanding such termination; or
- b) Retain the leased Premises, or any part thereof, for such term or terms and on such conditions as the Lessor determines for and on behalf of the Tenant for the highest rental reasonably obtainable in the judgment of the Lessor, which retaining shall not be construed as a surrender or acceptance back of the leased Premises or a termination

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of this lease, and recover from the Tenant any deficiency between the amount of rent, additional rent and all other charges payable under this lease, plus any expenses incurred by the Landlord in connection with such letting and sums expended for brokerage commission and reasonable attorneys fees; but the Landlord shall be under no duty to relet the Premises, only to use reasonable efforts to do so.

16. **Termination of Lease.** In the event that Landlord's ability to rent the remainder of the building or sell the building is precluded on the availability of tenant space, Landlord shall have the right to declare the lease terminated.

- a) Landlord must give six (6) month written notice of termination.
- b) If Landlord declares this lease to be terminated, in which event this lease, all rights of the Tenant, and all duties of the Landlord cease; Landlord may repossess and enjoy the Leased Premises as though this lease had never been made, without prejudice, however, to any and all rights of action against the Tenant, the Landlord may have for rent, damages and/or breach of covenant, in respect to which the Tenant shall remain and continue liable notwithstanding such termination.

17. **Waiver of Default.** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full due rent shall not be construed to be other than a payment on account of rent then due, nor shall any statement on the Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease.

18. **Surrender of Premises.** Upon termination of this lease, whether by lapse of term or otherwise, or upon the exercise by the Landlord of the Power to re-entr and repossess the Leased Premises without terminating this lease, as hereinbefore provided, the Tenant shall at once surrender the possession of the same to the Landlord in good order and repair and at once remove all of the Tenant's property therefrom. If, upon such an event, the Tenant does not at once surrender possession of the same and remove all of the Tenant's property therefrom and store the same without being guilty of trespass or of forcible entry or detainer and without incurring any liability to the Tenant, if Landlord uses reasonable efforts, for loss or damage to the Tenant's property and thereafter, the Landlord may recover from the Tenant all reasonable costs and expenses incurred by the Landlord in removing the Tenant's property and storing the same.

19. **Notices.** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in

person or mailed by registered or certified mail, postage prepaid to the party who is to receive such notice. Such notice to Landlord shall be mailed to:

Madison County Commissioners  
116 North Main Street  
Lexington, OH 44504

With a copy (which shall not constitute notice) to:

Madison County Prosecuting Attorney  
Attention: Stephen J. Percal, Esq.  
59 N. Main Street  
Lexington, OH 44502

and to Tenant at:

Richard Jones  
P.O. Box 69  
Lexington, OH 44505

When so mailed, the notice shall be deemed to have been given as of the date it was mailed. The address of the parties may be changed by giving written notice thereof to the other party.

20. **Tenant's Insurance.** Tenant shall maintain in force, at all times during Tenant's occupancy under this lease, (a) a policy or policies of insurance covering all property and fixtures in the Premises covered by Tenant against fire and casualties included in scheduled coverage insurance, and (b) a policy or policies of public liability insurance with respect to the Premises and the business operated therein by Tenant. The policy in clause (a) above shall name Landlord and Tenant, as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. The insurance shall be written by a reputable insurance company or companies licensed to do business in Ohio and shall have the following limits:

as to the insurance described in clause (a) of this paragraph: For any one occurrence or claim \$200,000.00;

as to the insurance described in clause (b) of this paragraph: For any one occurrence or claim \$1,000,000.00;

or in such other limits mutually agreed to in writing by Landlord and Tenant and a copy of the policies or certificates of insurance shall be delivered to Landlord prior to Tenant's occupancy of the Premises. Any and all policies of insurance to be kept and maintained in force by Tenant shall, unless prohibited by law or regulation having the effect of law, contain provisions in which the rights of subrogation against Landlord are waived by the insurance carrier or carriers insuring the Premises.

21. **Miscellaneous Provisions**

A. **Entirety of Contract.** Tenant agrees, at any time and from time to time, upon not less than five (5) days prior written notice by Landlord, to execute,





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\_\_\_\_\_ With approval as to form  
 \_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_ Name: Stephan J. Dronal  
 \_\_\_\_\_ Title: Madison County Prosecuting Attorney

ACKNOWLEDGMENTS

STATE OF OHIO        )  
                               )  
 COUNTY OF MADISON    )

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2020, before me as Notary Public in and for said State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Landlord in the foregoing Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public

STATE OF OHIO        )  
                               )  
 COUNTY OF MADISON    )

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2020, before me as Notary Public in and for said State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Tenant in the foregoing Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary

WITNESSES        TRUSTEES  
 \_\_\_\_\_        \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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



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Subject: Land Swap Memo – Approved – County Property

Dr. Xenikis moved to approve the land swap memo for Senator Hackett.

P.O. Box 418  
 Columbus — OH 43268  
 Madison County, Ohio 43140  
 P. 740-815-3772  
 F. 740-815-3620



Commissioner Mark Forrest  
 Commissioner David Hunter  
 Commissioner Dr. Tony Xenikis  
 Public Works, General Administration  
 Public Works, Ohio

May 4, 2020  
 The Honorable Mark Forrest  
 Ohio Senate, Rank 11  
 Columbus, Ohio 43211  
 Dear Senator Forrest:

We are writing to express our support for the proposed land swap between the State of Ohio and the City of Columbus and ask you to direct a discussion with Governor Mike DeWine's administration to facilitate this land swap.


Passed by the 129th Ohio State General Assembly, the Governor is recommending to the Ohio State General Assembly that the State of Ohio purchase the land from the City of Columbus, Ohio, and the City of Columbus purchase the land from the State of Ohio.

SECTION 17A-05 of the State of Ohio Code provides that any land in the name of the State of Ohio shall be transferred to the State of Ohio by the State of Ohio, and shall be in the name of the State of Ohio.

The State of Ohio has identified specific parcels which are to be included in the City Department of Public Utilities and the State of Ohio. The State of Ohio is requesting that the State of Ohio purchase the land from the City of Columbus, Ohio, and the City of Columbus purchase the land from the State of Ohio. The State of Ohio is requesting that the State of Ohio purchase the land from the City of Columbus, Ohio, and the City of Columbus purchase the land from the State of Ohio.

We are writing to you as a member of the Ohio State General Assembly. We are writing to you as a member of the Ohio State General Assembly. We are writing to you as a member of the Ohio State General Assembly.

Thank you for your continued leadership. We look forward to working with you on this project.

I hereby,  
  
 Mark Forrest, Commissioner  
 Ohio State, Rank 11  
 Dr. Tony Xenikis  
 Dr. Tony Xenikis, County Commissioner

Madison County Commission Office | 1 North State St | Columbus, Ohio 43140  
 P. 740-815-3773 | F. 740-815-3128 | www.madisoncountyohio.com

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

Subject: Resolution – Approved – Engineer

Mr. Hunter moved per the recommendation of Bryan Dhume, Engineer, to approve a resolution for the Danville Rd. paving project to award the bid to Cox Paving in the amount of \$775,331.50, and enter into a contract for the same and authorize the Engineer to increase the scope of the project work up to 20% of the pricing that came in \$200K under the bid amount and to increase the thickness of the asphalt up to 2 inches from 1 ½ inch by January 2021.

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

Subject: Resolution – Approved – Airport

Mr. Hunter moved to approve the e – signature grant sponsor form through FAA for the Madison County Airport to receive \$30K in CARES funding.

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

Subject: Resolution – Approved – County Boards

Mr. Hunter moved to approve waiving back ground checks & drug tests for existing board members for Board of Appeals, Regional Planning, and the third board.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 10:43 a.m. to discuss a lawsuit. This session concluded at 10:57 a.m. No action was taken.

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

Subject: Re - appointments– Approved – Central Ohio Prevention Council

Mr. Hunter moved to approve the re - appointments for Jennifer Coleman and Chris Cook as representatives on the Central Ohio Prevention Council.

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

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Subject: Environmental Review – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the environmental review documentation for general administration, fair housing and planning.

**Environmental Review Documentation and Certification Form**  
FOR GENERAL ADMINISTRATION, FAIR HOUSING AND PLANNING

**Instructions**  
The Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning Activities (only) is the:

Environmental Review,  
Environmental Review Certification, and  
Notice of Project Specific Release of Funds Respecting Environmental Grant Conditions

Applicants seeking an Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning are certifying that the environmental review evaluation and the determination of exceptions are accurate for general administration, fair housing, and planning activities listed with activities below. This will satisfy the grantee's environmental review documentation process for these selected activities. Applicants must submit an original, unedited Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning with the application and keep one original, unedited form on file. Once the grant agreement is fully executed, grant recipients will be able to access grant funds for these three activities. Please refer to CDC Policy (6-01) for further information and guidance.

**General Administration, Fair Housing, and Planning Defined**  
General administration and fair housing activities are defined as "except" per 21 Code of Federal Regulations (CFR) 88.34(a)(2). Environmental and other studies, resource identification and the development of plans and strategies are defined as "except" per 21 CFR 88.34(a)(1).

By executing this form, the certifying officer is certifying that the project description listed below is accurate, an environmental evaluation for general administration, fair housing, and planning activities was completed, and an exception was found for general administration, fair housing, and planning activities.

**Project Description**  
Planning activities include environmental and other studies, resource identification and developing plans and strategies. Program administration activities for this project include all or some of the following staff and related costs required for overall program management, coordination, monitoring, reporting and evaluation, public participation costs, fair housing activities, indirect costs charged using an approved cost allocation plan, developing and submitting all applications for federal programs, staff and related costs for project delivery, and certain costs of administering the (check all that apply):

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships (HOME)
- Emergency Shelter (ESG) Programs

**Environmental Review Documentation and Certification Form**

FOR GENERAL ADMINISTRATION, FURNISHING AND PLANNING

**Qualification**

An environmental evaluation has been conducted for general administration, for housing and planning activities. Pursuant to PA review, it is the policy of the responsible entity that the activities listed in the project description above are exempt. Therefore, per 24 CFR 82.3, the responsible entity does not have to conduct any environmental review, certification, or other action under NEPA and the other provisions of law or authorities cited in 24 CFR 82.6 and 82.8 for these projects.

**List the signatory of this statement:**

Grand Resident: [Signature]

Grand Number or Project Type and Name: [Signature]

Name and Title of County Officer: [Signature]

Mailing Address (Line 1): [Signature]

Mailing Address (Line 2): [Signature]

City, State & Zip: [Signature]

Signature of County Officer: [Signature]

Date of Signature: [Signature]

Project Administrator Name: [Signature]

Block Address of Project Administrator: [Signature]

Administrator's Phone Number: [Signature]

PA REVIEW

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

Subject: Publication – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the publication on May 24, 2020.

Madison County CDBG Program  
MADISON COUNTY  
COMMISSIONERS  
PUBLIC NOTICE  
MADISON COUNTY PY 2020 CDBG PROGRAM  
PUBLIC HEARING  
MAY 15 PM 2:06

Madison County intends to apply to the Ohio Development Services Agency for funding under the Community Development Block Grant (CDBG) Program. The CDBG program is a federally funded program administered by the State of Ohio.

A public hearing will be held on Tuesday, June 9, 2020 at 11:00 a.m. in the Madison County Commissioners' Office, Madison County Courthouse, 1 N. Main Street, London, Ohio. The hearing is to give citizens an opportunity to review and comment on the proposed CDBG Program applications before the County submits the applications to the Ohio Development Services Agency on June 15, 2020. Due to COVID 19, the public is asked to call ahead to determine the County Commissioners' protocol for meeting attendance.

Madison County is eligible to apply for up to \$170,000 in PY 2020 CDBG Allocation Program funds. All work proposed for the grant will be carried out between September 1, 2020 and August 31, 2022. Projects under consideration include the following:

- \$71,500 to install drainage in the City of London. The project meets the National Objective Area Benefit (51% LMI).
- \$39,500 to install drainage in the Village of Midway. The project meets the National Objective Area Benefit (51% LMI).
- \$25,000 to demolish two vacant, blighted residential units in the Village of South Solon. The project meets the National Objective for Spot Slum and Blight.
- \$34,000 for program administration and the standard fair housing program.

Madison County is also considering applying for \$500,000 in Neighborhood Revitalization Program funds to assist the Village of South Solon. The program meets the National Objective for LMI Area Benefit (51% LMI). Projects under consideration:

- \$160,000 to replace the electrical system at the Village WTP.
- \$185,000 to replace the auger system at the Village WWTP.
- \$315,000 to install drainage at Main and North Streets.
- \$40,000 to install curbing along SR 41, from Main to High Streets.
- \$50,000 for program administration.

Madison County is also considering applying for two Critical Infrastructure grants: one in the Village of Midway and one in the Village of Mount Sterling. The projects meet the National Objective for LMI Area Benefit (51% LMI). Projects under consideration:

- \$389,400 to assist Midway install storm drainage in its Northeast Neighborhood.
- \$450,800 to assist Mount Sterling replace the eight-inch water main along S. London Street, from Columbus Road to the Village WWTP.

The CDBG and matching project amounts are preliminary and are being finalized. Each activity and matching project will be discussed at the public hearing. Citizens are encouraged to attend this meeting in order to express their views and comments on the County's proposed PY 2020 CDBG Program applications.

Please publish one-time on Sunday, May 24, 2020

CDBG Public Hearing No. 2

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

Subject: Park Board

The monthly Park Board meeting took place on May 19, 2020 at 9:30 a.m.

Those Present

Mark Forrest, Commissioner, David Hunter, Commissioner, Dr. Tony Xenikis, Commissioner, Chris Brown, Juvenile/Probate Judge, Bryan Dhume, Engineer, Jeff Coleman, Deputy Engineer, Julia Cumming, Park Board member, Wayne Roberts, Park Board member, Sarah Mayer, volunteer, and Kristy Zurbrick, Madison Messenger.

Subject: Park Board – Approved – Financial

Mr. Hunter moved to approve the monthly financial sheet.

MADISON COUNTY METROPOLITAN PARK BOARD April 2020	
Balance as of Park Board April, 2020	\$6,221.06
<u>Expenses</u>	\$0
<u>Revenue</u>	\$0
<u>Balance</u>	\$5,741.06
Double Bond Balance	Balance is \$20,184.64
<u>Expenses</u>	
<u>Revenue</u>	\$ 0.00
<u>Balance</u>	\$ 20,184.64

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



## Engineers Report

- Delivered top soil to Spring Valley Road crossing for new flower bed. FCMPT purchased a small tractor for some of the trail maintenance.
- The restroom at Senior Center was clogged again and has been repaired by Prime Plumbing. Dr. Xenikis recommended using the County equipment from Sanitary Sewer to unclog the drain. According to Bryan Dhume, Engineer, the pipe at the Senior Center is large and the current County equipment cannot equip this repair so a plumber is required.
- The Engineers department was able to turn the water on for the season behind the Senior Center Trail head which is a cost savings instead of a plumber's expense.
- Repairs needed for wood fencing damaged by trees falling at Midway Street and the Senior Center Trail head. Will be looking into quotes for the tree repairs.

## FCMPT Report

- Wayne Roberts has created a guideline MOU for FCMPT volunteers to have specific non County vehicles access to the bike trail with pre authorization. This MOU includes safety on the vehicle such as flashers and displayed signs designating these vehicles. According to Wayne Roberts there are going to be volunteers that need to be on the trail for planting items. In addition Wayne Roberts would like to continue having a good working relationship with the community including the London Police Department and Madison County Sheriff's Department.
- David Hunter – Recommended having a pre – approved work order for non county vehicles being on the bike trail.
- Judge Brown – has concern that according to the Park Board by - laws only County vehicles need to be on the trail. The Madison County Engineers Department is in charge of maintenance of the trail. There should be no exceptions to have non county vehicles on the bike trail. This creates more scenarios and causes more work and reports for the Madison County Sheriff's Department and London Police Department. There should be no reason for non county individuals to have vehicles on the trail.
- Mark Forrest – responded to the Judge that the Commissioners have worked with this bike trail group through the years and they have done a tremendous work. Mr. Forrest thanked the Judge for his concern about addressing the safety issue(s). Mr. Forrest feels that he would like to work within the by - laws and with Sheriff Swaney with the safety concerns and continue to work with the bike trail group because the trail would not be possible without the bike trail group.
- John Swaney, Sheriff – noted that his role is to uphold and enforce the laws. Sheriff asked if volunteers are to be on the trail that they notify a dispatcher.
- Bryan Dhume, Engineer – Feels the non vehicle issue should be within reason and the main resource is funding. There is a significant cost savings benefit to take advantage of volunteer work, and would like to find a way for volunteers to be authorized on the trail as well as to be able to secure the trail with the Sheriff's authority. Bryan Dhume does not want unauthorized vehicles, people, or work to be done on the trail either. Bryan would like to find ways to address these concerns and to find a solution that would be benefit all parties involved.
- After Judge Brown, and Bryan Dhume, provided their concerns about the bike trail, Mr. Hunter made a suggestion on changing the by - laws to take advantage of the volunteer work.
- Judge has concerns about vehicular traffic safety issues, unaccounted volunteers, and various numbers of problems on the trail with unauthorized permission. According to Judge Brown, the bike trail has been a freeway for the past 5 yrs and is dangerous with more traffic on the bike trail. The unauthorized vehicles needs to stop. Judge Brown is not aware of what vehicles are required by the non – profit organization along the trail. He again has concerns about once you have one non vehicle on the trail it opens up a list of things that may not be necessary traffic. Judge Brown is emphasizing to focus on cutting down the flow of vehicle traffic, reference the by - laws and what the designated responsibilities are.
- Wayne Roberts also commented that flowers have been reserved at a nursery and needs to be planted along the trail and will not be able to do so without authorization. The Engineer offered assistance in having these items planted.
- Bryan Dhume, Engineer, discussed the designee responsibility along the bike trail. According to the Engineer, the Engineer's department only works on a portion of the trail and is a joint effort with the Friends Group. The Engineer is trying to find a way to address the Judge's concern with the flow of traffic, authorization along the trail, and volunteers.

- The Judge responded to the Engineer that he does have an issue with volunteers working along the trail he has an issue with the volunteer vehicles. The Judge thinks that the heavy maintenance along the trail such as taken down fallen trees, mowing, etc., is done by the Engineer's Department. He also commented if you have non - profit organizations vehicles why they can't walk from point A. to point B. to pick up trash. Once again Judge Brown does not see why the trail is being abused by unauthorized vehicles and is referencing the current by - laws which are written.
- Bryan Dhume - One example of using the trail is if The Friends Group has a blower to remove debris they pull this with a vehicle and it relieves the Eng. Dept. from not using a dedicated vehicle. The Judge believes this is acceptable.
- Mark Forrest recommended putting a plan to look at the by - laws to make sure nothing is already being violated.
- Judge Brown is fine in putting the by - law review plan together but needs to make sure that adjustments are made to the by - laws before doing. This permission needs to be handed out very very sparsely and if not this causes a safety issue again.
- Sheriff Swaney is looking at suggestions to call the dispatcher when working on the trail. Judge Brown feels the Sheriff can look into this because the Sheriff's Dept. inspects the trail the most.
- David Hunter once again recommended that is why he suggested to come up with a work area system with the by - laws and if it needs to change then change it.
- Mark Forrest recommended Rob Slane, Wayne Roberts, Bryan Dhume, David Hunter, and Sheriff Swaney, to look at the by - laws and create a plan to review.
- Bryan Dhume will be working with all parties involved.
- Sheriff Swaney is willing to put his input on the by - law plan review.
- Rob Slane recommended the first step in editing the by - laws could be as minor as to referring to the MOU and to have that understanding to be appropriate.
- Mark Forrest recommended that Steve Pronai, Prosecutor, review this plan and Bryan Dhume, Engineer, will make sure the MOU reflects this.
- Rob Slane will lean on Steve Pronai about the review of the plan.
- Mark Forrest would like to see an update at the next monthly Park Board meeting.

Old Business

- West Jefferson High School is continuing work at Wilson Trail Head.
- Julia has left a message about the pollinator plugs at the Prairie Grass Trailhead and Spring Valley Road.
- Rain garden patch behind senior center to be seeded as part of Ohio Habitat Pollinator Initiative.

*Mark Forrest*  
Mark Forrest

*Dr. Xenikis*  
Dr. Xenikis

*NOT PRESENT FOR SIGNATURE*  
David Hunter FOR SIGNATURE

ATTEST: *Katie W...*