

Commissioners Journal # 94 Page 309

July 27, 2021

Subject: Bills – Approved – Madison County

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

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

Subject: Appropriation – Approved – Courthouse Construction

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

Appropriate: Courthouse Construction (1000-A04A-5-0090) in the amount of \$10,011.00.

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

Subject: Increase PO Funding – Approved – Courthouse Construction

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

Increase: Courthouse Construction (1000-A04A-5-0090) PO # 2567 in the amount of \$10,011.00.

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

Note – This is to pay for the Direct Mechanical invoice in the amount of \$10,011.00.

Subject: Appropriation – Approved – Public Defender

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

Appropriate: Public Defender (1000-A15A-5-0508) in the amount of \$31,735.67.

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

Subject: Appropriation – Approved – Commissioners Other

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

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$12,246.50.

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

Subject: Increase PO Funding – Approved – Commissioners Other

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

Increase: Commissioners Other (1000-A01A-5-0046) PO # 2514 in the amount of \$12,246.50.

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

*Note – This is to pay for the Office City invoice in the amount of \$12,246.50.

Mr. Wallace moved to approve the Intergovernmental agreement between the Board of Madison County Commissioners and Madison County CIC in accordance with the information below.

Government Forms and Supplies - EDC0899910V

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is made effective this 27th day of July, 2021 (the "Effective Date") by and between the Board of County Commissioners for Madison County, Ohio (the "County"), a county and political subdivision formed and existing under the laws of the State of Ohio, and the Madison County Community Improvement Corporation (the "CIC"), a necessarily incorporated corporation formed and existing under the laws of the State of Ohio. The County and the CIC are collectively referred to herein as the "Parties."

RECITALS

- A. The CIC was formed by the County pursuant to Ohio Revised Code ("R.C.") Chapter 1724 for the purposes of, among other things, advancing, encouraging and providing the industrial, economic, recreational, and civic development and promoting economic and housing development in the County.
- B. Pursuant to R.C. Section 1724.04, the County designated the CIC as its agent for the industrial, commercial, distribution, and research development in the County.
- C. The County desires to provide funding from its general fund to the CIC to defray the expenses of the CIC, as provided in R.C. Section 307.76(A). As noted in R.C. Section 307.76(A), the CIC may use these funds for any of its functions under R.C. Chapter 1724. These functions include, but are not limited to, the acquisition of interests in real property from others for development purposes pursuant to R.C. Section 1724.04(B)(3).
- D. The County and the CIC desire to execute this Agreement to specify the terms pursuant to which the County will transfer general fund monies to the CIC for development purposes.

NOW, THEREFORE, the County and the CIC agree as follows:

Section 1. Transfer of Funds. No later than sixty (60) days after the Effective Date, the County shall transfer \$100,000 from the County general fund to the CIC to be used for any purpose that the CIC is authorized to pursue under R.C. Chapter 1724.

Section 2. Miscellaneous.

- (1) Entire Agreement. This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned in whole or in part without express written consent of all non-assigning Parties.
- (2) Governing Law and Disputes. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to promptly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between

the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be resolved and heard before the courts of Madison County, Ohio.

(3) Waiver. The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by all Parties and no provision of this Agreement shall be made to fit another.

(4) Waiver. No waiver or breach of any provision of this Agreement shall in any way constitute a waiver of any other provision, subsequent or prior, of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach waived, unless such a waiver or consent is expressly made in writing and signed by the Party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision of this Agreement unless such waiver expressly states an intention to waive another specific term or provision of this Agreement.

(5) Severability. If any term, condition, provision, or section of this Agreement or the application thereof to any person, premises, or circumstances shall in any way be held to be invalid or unenforceable, the remainder hereof and the application of each term, condition, provision, or section to persons, premises, or circumstances other than those to which it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all of its terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be in full force and effect.

(6) Counterparts. This Agreement may be signed in two or more counterparts in duplicate digital signature pages with the same force and effect as if all original signatures were contained in a single original instrument. Any execution of such counterparts in duplicate digital signature pages may be executed from any one or more original copies of this Agreement and executed in other counterparts or digital signature pages to form a complete executed original instrument.

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Agreements of this nature to be found by this agreement the authorized representatives of the County and the CIC have executed this Agreement for and on behalf of the CIC as of the Effective Date.

MADISON COUNTY BOARD OF COMMISSIONERS

Tony Xenikis 7/27/07
Dr. Tony Xenikis, Chair Date
Pursuant to Resolution No. 07001-07

Approved as to Form:

[Signature]
Madison County Prosecutor

MADISON COUNTY COMMUNITY IMPROVEMENT CORPORATION

By: _____

Its: _____

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

Subject: Contract for Services – Approved – Board of Developmental Disabilities

Mr. Wallace moved to approve the contract for services between Madison County Commissioners and Madison County Board of Developmental Disabilities for services in accordance with the contract below.

Government Forms and Supplies E2009491KV

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by check within (10, fifteen) days after the last Contracted payment

is made.

7. Neither this Agreement nor any defense or objection under this agreement may be

assigned by the Contractor without the prior written consent of the Client.

8. This agreement will be governed by and construed in accordance with the laws of the

State of Ohio.

Executed at Leipsic, Ohio on the 27th day of July 2021.

(Exec)
Board of Commissioners Madison County, Ohio

By: [Signature]

(Contractor)
Madison County Board of Developmental Disabilities

By: _____

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

Subject: Subgrant Agreement – Approved – DJFS

Mr. Wallace moved per the request of Amanda Hampton, Family Council Coordinator, to approve the subgrant agreement between the Ohio Dept. of Job & Family Services, and Madison County Commissioners to comply with all state and federal law pertaining to the County Family and Child First Council funding grants in accordance with the subgrant agreement.

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

Note – This subgrant agreement is too large to scan. A copy of this subgrant agreement is located in the Commissioners meeting minute folder.

Subject: Bid Opening – CDC

The bid opening for the Madison County 2018 Midway Drainage Improvements Project took place on July 27, 2021.

Those Present

Government Forms and Supplies: E2008491KV

Subject: Proclamation – Accepted – Breastfeeding Awareness Month

Mr. Wallace moved to accept the Proclamation from Madison County Public Health, recognizing August 2021 as Breastfeeding Awareness Month.

Breastfeeding Awareness Month
August 2021

PROCLAMATION

Whereas, breastfeeding is the best first feeding for infants and is widely the leading feeding practice for the first year of a child's life;

Whereas, breastfeeding provides natural health to the baby and mother and helps reduce risk of obesity for the child and diabetes for the mother; and

Whereas, breastfeeding is a public health opportunity that can be increased through public health strategies for reaching mothers and infants early and often;

Whereas, increasing rates of breastfeeding initiation and supporting continuation of breastfeeding among all women and children will improve infant health and reduce infant mortality; and

Whereas, Madison County is committed to public health and to providing support for breastfeeding mothers and children;

Whereas, Madison County joins the representatives of the Ohio Breastfeeding Coalition in the effort to increase awareness and support for breastfeeding mothers and children;

THE COMMISSIONERS HEREBY PROCLAIM that the Board of County Commissioners, on behalf of the residents of Madison County, do hereby proclaim the month of August, 2021, to be

Breastfeeding Awareness Month

In witness whereof, the Board of Health and Public Health, Madison County, Ohio, has caused this Proclamation to be signed and the seal of the County to be hereunto set this 27th day of July, 2021.

Madison County Board of County Commissioners

Tony Xenikis *Chris Wallace* *Mark Forrest*
 President Vice President Treasurer



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

Subject: Resolution – Approved – Executive Session

Mr. Wallace moved to enter into executive session at 10:30 a.m. to discuss real estate surplus. This session concluded at 10:46 a.m. No action was taken.

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

Tony Xenikis *Chris Wallace* *Mark Forrest*
 Dr. Xenikis Chris Wallace Mark Forrest

ATTEST: *Kathie Wilson*