

Government Forms and Supplies EX202B6191V

Commissioners Journal # 94 Page 191 June 15, 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: Decrease PO Funding – Approved – Commissioners Other

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

Decrease: Commissioners Other (1000-A01A-5-0046) PO # 2514 in the amount of \$9,400.00.

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

Subject: Budget Revision – Approved – Commissioners Other

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$9,400.00.

Increase: CIO Health Insurance (1000-A06G-5-0100) in the amount of \$7,200.00.

Increase: Professional Services (1000-A01A-5-0045) in the amount of \$2,200.00.

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 – Professional Services

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

Increase: Professional Services (1000-A01A-5-0045) PO # 2518 in the amount of \$2,200.00.

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

Subject: Appropriation – Approved – Courthouse Repairs

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

Appropriate: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$20,158.00.

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 Repairs

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

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 2511 in the amount of \$20,158.00.

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

Sissy Wiseman

From: David Ke3 [david@madisoncountyohio.org]
 Sent: Thursday, June 10, 2021 3:17 PM
 To: Rob Starc; Sissy Wiseman
 Cc: JCK ADAMS
 Subject: Final Cooperative Agreement
 Attachments: Madison County Capital Lease Cooperative Agreement.DOCX

Good Afternoon,

Attached is a final cooperative agreement between the County and the Franklin County Port Authority presented by Pizzuti Companies' attorneys. This is for the spec building on US 40 in West Jefferson. Approval for financing is set for 8:50; they asked if the county could review when convenient and pass at a board meeting. I told them I would try to work into the board meeting on 6/15 and I had Sissy reserve a spot on the agenda for 9:15.

Please review; nothing has changed from the farm sheet that was signed a month or so ago and the closing fee to collect remains at \$100,500. Let me know if you have any questions.

Sincerely,

David Ke3, Executive Director
 Madison County Chamber of Commerce
 Madison County Future Inc.
 730 Keny Blvd.
 London, Ohio 43140
 o:740-490-7517
 c:740-490-8110
 twitter.com/madisoncountyoh
 linkedin.com/in/davidake3/
 www.madisoncountyohio.org

Join The Chamber!

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

Government Forms and Supplies: Enclosure 10/1

Subject: Sixth Amendment Termination of Lease – Approved – ADS

Mr. Wallace moved to approve the sixth amended termination of lease between ADS and Madison County Commissioners.

SIXTH AMENDMENT TO AND TERMINATION OF LEASE AGREEMENT

This Sixth Amendment to and Termination of Lease Agreement (the "Sixth Amendment and Termination") is entered into as of the 15th day of June, 2021 (the "Termination Date") by and between ADVANCED SURFACE SYSTEMS, INC., a Delaware corporation ("ADS") and MADISON COUNTY COMMISSIONERS ("Madison").

RECITALS

WHEREAS, Madison and ADS entered into a Lease Agreement dated the 17th day of April, 2014 (the "Original Lease") for approximately 1,500 barrels space for use of the building on the property located at 288 East Lexington Street, London, Madison County, Ohio (as more particularly described in Exhibit "A" attached hereto, the "Property") as amended by the First Amendment to Lease Agreement dated the 1st day of April, 2016 (the "First Amendment"), a Second Amendment to Lease Agreement dated the 1st day of April, 2017 (the "Second Amendment"), a Third Amendment to Lease Agreement dated the 1st day of August, 2018 (the "Third Amendment") which Third Amendment increased the Term's barrels space footage to approximately 11,000 barrels space for (as more particularly described in the "Particulars") which Amendment to Lease Agreement dated the 1st day of April, 2019 (the "Fourth Amendment"), and a Fifth Amendment to Lease Agreement dated the 1st day of April, 2020 (the "Fifth Amendment") (collectively, the "Original Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment" or "Lease") and

WHEREAS, Madison and ADS desire to amend the terms of the Lease and Fifth Amendment, the terms of the Lease ends on March 31, 2021 and

WHEREAS, Madison and ADS desire to amend the Lease as the terms hereof

WHEREAS, Madison and ADS desire to amend the Sixth Amendment to and Termination of Lease Agreement dated as of the 15th day of April, 2021 (the "Sixth Amendment and Termination")

WHEREAS, Madison and ADS desire to amend the Sixth Amendment and Termination with the Sixth Amendment to and Termination of Lease Agreement

NOW, THEREFORE, in consideration of the foregoing premises, for mutual covenants herein contained, made and performed hereunder by the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Madison and ADS agree to amend the Lease as follows:

1. The term of the Lease shall terminate on August 31, 2021 (the "Termination Date"). Madison shall vacate the premises on or before the Termination Date.

1. Madison will quit and vacate the premises on a business day ending on or before the Termination Date. Madison shall remove all fixtures and other personal property, including without limitation all office supplies, furniture and equipment, from the premises. Madison shall remove all the trees and other landscaping located on the premises and the removal of such trees and landscaping shall be at Madison's expense and shall be completed by the Termination Date.

2. Madison shall continue to pay Madison all rent, utilities, taxes and all other charges and expenses payable by Madison through the Termination Date.

3. In consideration of this Sixth Amendment and Termination and Madison's agreement to end the term of the Lease on the Termination Date, Madison shall pay Madison a Termination Fee in the amount of One Hundred Twenty Seven Thousand Five Hundred Dollars and Fifty Dollars (\$127,500) (the "Termination Fee") by check or wire transfer prior to the Termination Date. Further, Madison and ADS hereby agree that upon Madison's payment of the Termination Fee, Madison shall have no further duty to pay any rent, utilities, taxes, Operating Expenses or any other amounts due to Madison under the Lease after the Termination Date. Madison and ADS hereby warrant that such payment, together with such party's performance of its obligations contained herein, is sufficient consideration for this Sixth Amendment and Termination.

4. In this Amendment, Madison and ADS hereby represent and warrant to each other that as of the Termination Date, Madison and ADS are not in breach of the Lease.

5. Capital letters used in this Sixth Amendment and Termination shall not change defined terms shall have the meanings given such terms in the Lease. This Sixth Amendment and Termination shall be governed by and construed and interpreted in accordance with the laws of the State of Ohio, with all rights and remedies being preserved by such laws. This Sixth Amendment and Termination may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

6. This Sixth Amendment and Termination shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect including without limitation the provisions set forth in Section 1 of the Original Lease providing for disposition of the New Personal Service Truck and 2019/2020 Vehicle (M/V/S) security deposit.

7. The Sixth Amendment and Termination shall be void if any and of no force or effect.

LANDLORD'S SIGNATURE PAGE TO REVISED SMITH AGREEMENT AND RESERVATION

IN WITNESS WHEREOF, Landlord has executed this Revised Smith Agreement and Reservation as of the day and year set forth below.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, OHIO

By: Tony Xanthos
Name: Tony Xanthos
Title: Madison County Commissioner
Date: _____

[Signature]
Name: Chris Wilcox
Title: Madison County Commissioner
Date: _____

By: [Signature]
Name: Mark Ford
Title: Madison County Commissioner
Date: _____

With Approval as to its Form:

Name: Richard A. Adams
Title: Madison County Prosecuting Attorney
Date: _____

LANDLORD'S ACKNOWLEDGMENT

STATE OF OHIO :
COUNTY OF MADISON : ss

BE IT REMEMBERED that on the _____ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared Dr. Tony Xanthos, Chris Wilcox and Mark Ford of the Board of County Commissioners, Madison County, Ohio, known in the foregoing Revised Smith Agreement and Reservation, who acknowledged that the signing thereof was their free act and voluntary deed and the deed for the uses and purposes therein mentioned.

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

[Signature]
Notary Public
State of Ohio
My Commission Expires: 5/14/2025



MATTHEW R. MCGINNIS
NOTARY PUBLIC
STATE OF OHIO
Commission Expires
5/14/2025

Government Forms and Supplies E22094911K7

TENANT'S SIGNATURE PAGE TO REVISED SIXTH AMENDMENT AND TERMINATION

IN WITNESS WHEREOF, Tenant has executed this Revised Sixth Amendment and Termination as of the day and year set forth below.

TENANT:

By: _____
Name: Patrick Coyle
Title: Vice President of Supply Chain
Date: _____

TENANT'S ACKNOWLEDGMENT

STATE OF OHIO :
COUNTY OF FRANKLIN : ss

BE IT REMEMBERED, that on the ___ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared Patrick Coyle, the Vice President of Supply Chain of Advanced Drainage Systems, Inc., a Delaware corporation, Tenant in the foregoing Revised Sixth Amendment and Termination, who acknowledged that the signing thereof was their free act and voluntary deed and the deed for the uses and purposes therein mentioned.

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

Notary Public
State of Ohio
My Commission Expires: _____

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

Subject: License Plate Renewal – Approved – Sheriff

Mr. Wallace moved to approve the license plate renewal for Madison County Sheriff's office.



OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES
COVERT LICENSE PLATES RENEWAL NOTICE
THE LICENSE PLATES ON THE ATTACHED LIST(S) WILL EXPIRE 06/30/2021

MADISON CO SHERIFF OFFICE
ERIC SEMLER
23 W HIGH ST
LONDON, OH 43140

IMPORTANT INSTRUCTIONS

1. Verify whether the provided information is correct. Make necessary changes to the attached email provided.
2. Complete the alternate mailing address only if you want documents forwarded to an address other than the pre-printed address.
3. Indicate the name, email address and telephone number of the individual to contact if inquiries are made regarding any license plates assigned to your agency.
4. Send the certificate of title, only if the vehicle information is incorrect or you have added a different vehicle than the one described in the attached listing.
5. Sign, date and return all documents immediately. Validated by electronic mail from the agency head. Signature authority must be on file with this office.

ALTERNATE MAILING ADDRESS
(POST OFFICE BOXES ARE NOT ACCEPTABLE)

NAME:
ATTN:
ADDRESS:
CITY:
STATE: ZIP CODE:

INDICATE THE NAME OF THE INDIVIDUAL TO CONTACT IF INQUIRIES ARE MADE REGARDING THESE LICENSE PLATES

NAME: Ryan White
EMAIL ADDRESS: rwhite@madisoncountyohio.org
TELEPHONE NUMBER: (740) 952-1112 ALTERNATE TELEPHONE NUMBER ()

My signature will certify that the vehicles described on the attached list will be used exclusively for law enforcement, forest/park, navigation work and for the removal of all license plates that have been approved by me.

RECEIVED BY OFFICIAL TITLE

6-15-2021
By: *Eric Semler* Sheriff
La Tony Jenkins, Madison County Chairman of the Board of Commissioners

ALL APPLICATIONS FOR COVERT LICENSE PLATES MUST BE PROCESSED AT THE BUREAU OF MOTOR VEHICLES, GRANTS UNIT

BUREAU OF MOTOR VEHICLES
GRANTS UNIT
P.O. BOX 1041
COLUMBUS, OHIO 43260-4521

BMV 4512 (01/07-02-15/17)

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

Subject: Park Board

The monthly Park Board meeting took place on June 15, 2021.

Those Present

MADISON COUNTY COMMISSIONERS
Park Board
June 15, 2021 9:30 a.m.

1. *Wayne Rodach*
2. *David ...*
3. *...*
4. *Chris Wallace*
5. *...*
6. *Ryan Blinn*
7. *Jeff Coleman*
8. *Gregg Alexander*
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

Those attending virtual: Gregg Alexander and Jeff Coleman.

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved to enter into executive session at 8:43 a.m. to discuss economic development.

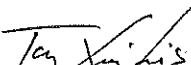
Following a second from Mr. Wallace the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.
This session concluded at 9:22 a.m. No action was taken.


Subject: Personal Action – Approved – Job & Family Services

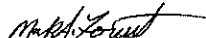
Mr. Forrest moved to approve the personnel action for the following:

Council made the recommendation for Amanda Morgan to be transferred from Early Childhood Program Manager to Family & Children First Council Coordinator. This position is replacing Jennifer Coleman.

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


Dr. Xenikis


Chris Wallace


Mark Forrest

ATTEST: 