

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: Transfer – Approved – DJFS

Mr. Wallace moved per the request of Marlene Abshear, DJFS Business Administrator, to approve the transfer request for the following:

Transfer from: General Fund Grants (1000-A09E-5-0200) in the amount of \$37,500.00.  
Transfer to: Public Assistance (2013-0000-4-09A0) in the amount of \$37,500.00.

Transfer from: General Fund Transfers (1000-A07A-5-0309) in the amount of \$162,500.00.  
Transfer to: Children Services (2062-0000-4-0090) in the amount of \$162,500.00.

Transfer from: General Fund Child Support Incentives (1000-A15A-5-0509) in the amount of \$15,000.00.  
Transfer to: Child Support Transfers (2057-0000-4-0600) in the amount of \$15,000.00.

Department	Madison County DJFS	Code	512211	Buyer Name
DESCRIPTION: TRANSFER APPROVAL REPORT				From: Buy Order
FUNDING SOURCE: 1000-A09E-5-0200				Date: 05/04/2021 10:30:00 AM
FUNDING SOURCE: 2013-0000-4-09A0				To: Madison County DJFS
FUNDING SOURCE: 1000-A07A-5-0309				Subject: 05/04/2021 Transfer
FUNDING SOURCE: 1000-A15A-5-0509				
FUNDING SOURCE: 2057-0000-4-0600				
FUNDING SOURCE: 2062-0000-4-0090				
FUNDING SOURCE: 1000-A07A-5-0309				
FUNDING SOURCE: 2062-0000-4-0090				
FUNDING SOURCE: 1000-A15A-5-0509				
FUNDING SOURCE: 2057-0000-4-0600				

**Madison County**

**Madison**  
County Department of  
Social Services

This is a public document. It is the property of the County of Madison, Ohio. It is published for the use of the County of Madison, Ohio. It is not to be used for any other purpose.

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 E20094011XV

Subject: Contract – Approved – Engineer

Mr. Wallace moved per the request of Bryan Dhume, Engineer, to approve the contract between the Madison County Board of Commissioners and Oglesby Construction, inc. for the 2021 Madison County pavement marking program.

**CONTRACT**

**TERMS AND CONDITIONS**

**PRIVILEGE AND WAIVER**

**FORCE MAJEURE**

**ASSIGNMENT**

**ENTIRE AGREEMENT**

**WARRANTY**

**FORCE MAJEURE**

**ASSIGNMENT**

**ENTIRE AGREEMENT**

**WARRANTY**

**ADDRESS CONTRACT**

I, Wallace A. Hinkle, the duly elected, qualified and acting Auditor of Madison County, Ohio, do hereby certify that the amount of money required to perform the above contract in the year of fiscal year 2021 has been lawfully appropriated for such purposes and it is the business of the County for the purpose of such as to be in the best interest of the County and for the best interest of the people of the County.

Date: May 4, 2021

*[Signature]*  
County Auditor

**CERTIFICATION OF LIABILITY**

I, Wallace A. Hinkle, the duly elected, qualified and acting Auditor of Madison County, Ohio, do hereby certify that the above contract is in the best interest of the County and for the best interest of the people of the County.

Date: 5/5/21

*[Signature]*  
County Auditor

**BOARD OF COMMISSIONERS**

**COMMISSIONER**

*[Signature]*

**SECRETARY**

*[Signature]*

**CLERK**

*[Signature]*

**ENGINEER**

*[Signature]*

**CONTRACTOR**

*[Signature]*



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**Sissy Wiseman**

From: Sissy Wiseman  
Sent: Monday, May 3, 2021 4:01 PM  
To: Nathan Ernst  
Subject: RE: Pavement Markings- contract

o.k.  
Thanks,  
Sissy Wiseman

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From: Nathan Ernst  
Sent: Monday, May 3, 2021 3:54 PM  
To: Sissy Wiseman  
Subject: Pavement Markings- contract

Sissy,

Attached is the contract for our 2021 Pavement Markings contract. Could you please have the Commissioners sign this along with the Auditor and Prosecutor? I will not be in the office tomorrow so I'm not sure if Bryan will address this during the meeting.

Thanks,

Nathan Ernst  
Operations Manager  
Madison County Engineers Office  
740.852.9404 (O)  
740.852.9530 (F)  
[nathan.ernst@madison.oh.gov](mailto:nathan.ernst@madison.oh.gov)



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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 - Elizabeth KY

Subject: Contract – Approved – Job & Family Services

Mr. Wallace moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the contract between Job & Family Services and Nesco for the purchase of services to provide for the work experience payroll for eligible youth in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
CONTRACT

This contract is entered on MAY 1, 2001, between the Madison County Department of Job and Family Services ("Agency"), 200 Murray St., London, OH 43140 and Nesco Resource ("Contractor"), 3459 HANBROW, GOREE CITY, OH 43022, for the purchase of services to provide for the work experience payroll for eligible youth, per a detailed proposal (see attachment 1).

In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this contract agree as follows:

Article 1 – Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Children Services program. This Contract is not intended to and does not establish a job, receipt or any greater relationship as those terms are defined in either 2 C.R. 210 or in the federal grants management "terminology".

Article 2 – Scope of Services/ Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the budget. The Agency agrees that reimbursement of all contracted costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be documented so that the Agency can verify services received.

B. Contractor Responsibilities - The Contractor will furnish all the required services or products in accordance with the contract.

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor per amounts listed in proposal.

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for actual services rendered during the billing period. The Contractor shall be a responsible efforts to include all actual goods and services provided during the billing period on the invoice. The Contractor will indicate in each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a separate address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (federal taxpayer ID).

Under no circumstances will Agency make payment for any services invoiced more than 90 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services invoiced after 180 days.

The Agency's fiscal department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension in the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will make payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Madison County Auditor issues payment on a checked invoice.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will not pay for unauthorized goods or services.

Article 4 – Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; awards by the Ohio Department of Job and Family Services; and appropriations by the Madison Board of County Commissioners.

If tasks are not completed or available for the performance of the goods or services provided by the Contractor, Agency may terminate the goods or services provided by the Contractor at the end of the period for which tasks are available. Agency will notify the Contractor at the end of the period of any potential or actual non-compliance by the Contractor. No penalty shall be assessed for any late or non-compliance with the contract, and Agency shall not be liable for any late or non-compliance with any time requirements from any time in this position.

Article 1 - Duration of contract

A. The contract will be effective from 10/1/2020, the execution of this contract, or the termination of the availability of tasks (tasks) which ever is later, through 9/30/2021. A. 2021, unless a later date is entered, as provided in Article 4 of this contract, or a later date as provided in Article 4 of this contract.

B. Knowledge of the Agency and its employees, including the Madison County Auditor, that this contract will not be renewed or extended will be the Madison County Auditor's responsibility pursuant to Section 5726.11(B), Revised Code, that the amount required to fund the Agency's obligations, in the case of a non-binding contract to be performed in whole or in part, is not readily ascertainable, the amount required to meet the obligations in the term for which the contract is made, has been readily ascertained for such purposes and that the amount of the payment of the contract is the credit of an appropriate fund from any previous year's revenues.

C. Subject to any provision of this Contract under Article 4, below, Contractor expressly agrees to not sue persons with whom it has done business for work performed under this Contract prior to the effective date of this Contract or after the termination date of this Contract.

Article 2 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by agreement of the parties, this Contract may be extended for one year with no increase in the amount of the goods or services to be provided, except as provided in a written amendment signed by all parties. Extension contracts upon the availability of tasks, including any increase in the applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Assignment of Contract

This Contract may be assigned by the agreement of all parties. All assignments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 - Termination

A. Other party may terminate this Contract upon 30 days written notice to the other party.

B. Without prejudice to Article 5A, of this Contract, Agency may terminate this Contract immediately upon receipt of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or has of having asserted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontractors related to such terminated activities, take all necessary steps to limit debts, interests and to minimize costs, and to furnish a report as of the day of receipt of the notice of termination (depending on the status of all work under the Contract, including without limitation, results accomplished, corrections needed, and other such matters as Agency may require).

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties established in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation, the waiver of any consequence of breach or default is not a waiver of subsequent remedies, and Agency retains the right to exercise all remedies available to it.

F. If Agency or Contractor fails to perform an obligation or obligation under this Contract and (a) neither such obligation is waived by the other party, such waiver is limited to the extent of the obligation and shall not be deemed to waive other liabilities hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency Director.

Government Forms and Supplies E2009491KV

Contractor agrees that all work shall be done in accordance with the plans and specifications and shall be subject to the inspection and approval of the County Engineer.

The Contractor agrees that all work shall be done in accordance with the plans and specifications and shall be subject to the inspection and approval of the County Engineer.

The Contractor shall be held liable to make and pay to the County Engineer for the completion of the work under the contract and the Contractor's liability to complete the work shall be held liable to the County Engineer.

**Article 4 - Confidentiality and Release**

All data, documents, reports, and records which are developed by the Contractor for the County shall be confidential information and shall be held in confidence by the Contractor.

All data, documents, reports, and records which are developed by the Contractor for the County shall be confidential information and shall be held in confidence by the Contractor.

period of the contract.

**Article 5 - Confidentiality**

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. If proprietary information is information which, if made public, would injure Contractor at a disadvantage in the marketplace, and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the release of the information for its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to prevent Agency for violation of this Contractor's proprietary or trade secret status. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether or not all the information identified by the vendor is a trade secret, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contract under this specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, OH, and the State of Ohio. The terms of this Section will be included in any subcontract awarded by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 30 days following termination of the Contract and shall certify that no copies of sensitive data were retained by Contractor. Contractor hereby agrees to meet and comply with all applicable laws, including but not limited to 43 USC Section 13401 through 13406 and the Employment Retirement Income Security Act (ERISA) Section 1042(a) and 1042(b) regarding disclosure of confidential health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interest

Contractor agrees that Contractor will not provide or give to any agency officer, employee or agent any thing of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not seek an officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct, requirements and will refrain from activities which would result in violations of the requirement.

Contractor agrees that he will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to constitute a substantial impairment of the agency officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency code of standards of conduct or Sections 102.03, 103.04, 231.41 or 231.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that he is in compliance with and will maintain compliance with the requirements of Sections 102.03, 103.04, 231.41, and 231.43 of the Revised Code and the portions of the agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state or federal law.

Article 12 - Independent Contractor

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and other insurance premiums which may occur as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that he is an independent contractor for all purposes including, but not limited by, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, portions of the Internal Revenue Code, Ohio Family Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all agencies, business, or other qualifications necessary to conduct business in Ohio have been obtained and are up-to-date. At any time during the term of this contract Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Release of Liability/Contractor Release

A Contractor agrees to hold Agency, any official or employee of Agency, including but not limited to, Madison County, and Madison County Board of Commissioners harmless for any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will release Agency, any official or employee of Agency, including but not limited to, Madison County, and Madison County Board of Commissioners from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor agrees to defend, indemnify and hold Agency harmless for any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will not permit any person to be hired or presented against the Agency on account of any labor, services, or materials furnished by Contractor, or persons or entities providing labor, services, or materials furnished to Contractor by any person in connection with the Contract as such claims become due, the proper officer or officers representing Agency may but are not obligated, pay such claims and expenses for the full term of the labor or services and charge the amount of the payment against the funds due to be received by Contractor by reason of this Contract.

B. If any liability for damages, whether in contract or in tort, is not covered by the terms of this contract, Contractor shall be liable for the full amount of the damages payable to Contractor under the terms of this Contract or the amount of actual damages incurred by Contractor, whichever is less, in no event Agency shall be held liable for consequential damages, including loss of profits, loss of Agency time or goodwill or loss of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency, including but not limited to, Madison County, on account of any alleged tortious act or omission in carrying out the performance of this Contract, including all work, services, materials, supplies, and any other program provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, if any, to Contractor, and opportunity to defend the defense thereof, and all other actions which reasonable cooperation by the defense of these Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency, including but not limited to, Madison County, if any of the actions and/or omissions are caused by Agency or Contractor's work or services, if not Contractor's expense. Any of the materials, reports, or studies provided by Contractor are to be the property of Agency and will remain the property of Agency. Contractor agrees, at his own expense and at his option, either before or after the job is completed, to continue use of such files, reports, studies, reports, or other materials, and to make such files, reports, studies, reports, or other materials available to Agency, in no event shall they be made available to any other person without the prior written consent of Agency. The obligation of Contractor to the Agency shall be the termination of this Contract, without limitation.

Government Forms and Supplies E209949 (KV)

**Article 10 - Department of Administration**

The contractor shall not employ the contractor's staff for any other purpose of the Agency. The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity.

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**Article 11 - Security**

The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity.

**Article 12 - Department of Health**

The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity.

**Article 13 - Security**

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**Article 14 - Department of Health**

The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity.

political belief, or place of birth. The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity.

B. The contractor agrees to post its compliance plans, available to employees and applicants for employment, on its website. The contractor agrees to post its compliance plans, available to employees and applicants for employment, on its website. The contractor agrees to post its compliance plans, available to employees and applicants for employment, on its website.

C. The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity. The contractor shall not subcontract any of the duties under this contract to any other person or entity.

- Title 41, Chapter 107 of the Civil Rights Act of 1964, as amended;
- Executive Order 11256, entitled Equal Employment Opportunity, as amended by Executive Order 11808, and as supplemented by Department of Laboring Orders 41 CFR Part 101;
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title VII of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Older Workers Benefit Protection Act, as amended; and
- Sections 102.71 and 103.33, and Chapter 112, Public Code.



Article 10 - Employees

The County shall employ such persons as may be necessary for the proper conduct of its business.

- 1. The County shall employ such persons as may be necessary for the proper conduct of its business.
- 2. The County shall employ such persons as may be necessary for the proper conduct of its business.
- 3. The County shall employ such persons as may be necessary for the proper conduct of its business.
- 4. The County shall employ such persons as may be necessary for the proper conduct of its business.
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- 11. The County shall employ such persons as may be necessary for the proper conduct of its business.
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- 15. The County shall employ such persons as may be necessary for the proper conduct of its business.
- 16. The County shall employ such persons as may be necessary for the proper conduct of its business.
- 17. The County shall employ such persons as may be necessary for the proper conduct of its business.
- 18. The County shall employ such persons as may be necessary for the proper conduct of its business.
- 19. The County shall employ such persons as may be necessary for the proper conduct of its business.
- 20. The County shall employ such persons as may be necessary for the proper conduct of its business.

Article 11 - Retirement

Article 11 - 020102000

The County shall provide for the retirement of its employees in accordance with the provisions of the Ohio Revised Code, Chapter 147, and any other laws which may be applicable.

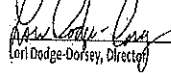
Article 11 - 020102000

The County shall provide for the retirement of its employees in accordance with the provisions of the Ohio Revised Code, Chapter 147, and any other laws which may be applicable.

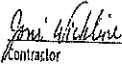
Government Forms and Supplies E20004515V

In Witness Whereof, the parties have hereunto set their hands or seals or caused this contract to be executed by the duly authorized offices or agents,


MADISON COUNTY DEPARTMENT OF  
JOB & FAMILY SERVICES

  
Lori Dodge-Dorsey, Director Date 4/26/2021

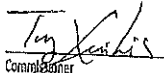
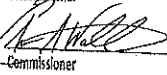
Nesco Resources

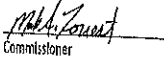
  
Contractor Date 4-26-2021

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

By:   
For Nicholas Adkins  
Date 4/27/21

BOARD OF MADISON COUNTY  
COMMISSIONERS

  
Commissioner  
  
Commissioner

  
Commissioner  
Date 5-4-2021

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 – Approved – Job & Family Services

Mr. Wallace moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the contract between the Madison County Prosecutor's office and Madison County Child Support Enforcement Agency for services in accordance with the contract below.

Ohio Department of Job and Family Services  
I/P-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Public Law 96, and Title IV of the Code of Federal Regulations (CFR), sections 110.101 to 110.110 of the Child Support Code and rules 110.101-110.110 of the Ohio Administrative Code (hereinafter "I/P-D Contract") the Madison County Child Support Enforcement Agency (hereinafter "CSEA") enters into this I/P-D Contract with Madison County Prosecutors Office (hereinafter "Contractor") to provide services for the child support enforcement program.

The CSEA and the Contractor hereby state that I/P-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 42 CFR Parts 110, 201, and 206, and Section 110.101 of the Administrative Code.

Unless otherwise specified, the terms of this I/P-D Contract apply to both parent-owned and private contractors.

The I/P-D Contract consists of the document and all attached forms or documents that are incorporated and deemed to be a part of the I/P-D Contract as if they were herein. Nothing in this I/P-D Contract shall be construed contrary to state or federal law and regulations.

I/P-D Contract Terms

1. I/P-D Contract Period: The I/P-D Contract is effective from April 1, 2021 through March 31, 2022, unless terminated earlier in accordance with the terms listed in paragraph 10 of this I/P-D Contract. The I/P-D Contract period shall not exceed twelve (12) months. The CSEA and Contractor may agree upon a I/P-D Contract period that is less than twelve (12) months.

2. Fiscal Services: Subject to the terms and conditions set forth in this I/P-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following list of services for a I/P-D case. One hour of attorney service. The hourly rate includes costs associated with the operation of the Prosecutor's Office, attorney service.

The CSEA and the Contractor hereby state that all costs of service are eligible for federal financial participation (FFI) reimbursement in accordance with rules 110.104-10 and 110.104-01 of the Ohio Administrative Code, the I/P-D Contract rules, and 42 CFR, Subpart A, Chapter I, Part 206 (Section A) of the Federal Office of Management Budget.

3. Operation of Services of the CSEA: In this I/P-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following list of services for a I/P-D case. One hour of attorney service. The hourly rate includes costs associated with the operation of the Prosecutor's Office, attorney service.

FFI of Federal CSEA Reimbursement	FFI of Federal Contractor Reimbursement

C. I/P-D Contract Costs

4. Child Support: The Child Support for this I/P-D Contract is 100% per Child of Service as determined by:  
• The schedule listed in the I/P-D Contract (Governmental Contractor I/P-D Contract Budget) for I/P-D Contract with a governmental entity, or  
• The payment process for a I/P-D Contract with a private entity.

5. Total I/P-D Contract Cost: The Total I/P-D Contract Cost is \$10,000.00.

6. Availability of Funds: The CSEA certifies that it has adequate funds to meet its obligations under this I/P-D Contract, that it intends to maintain this I/P-D Contract for the full period of this term, that it does not intend to suspend or terminate this I/P-D Contract, and that it will use its best efforts to obtain the appropriate of any necessary funds during the term of this I/P-D Contract.

7. Payment for all services provided in accordance with the provisions of this I/P-D Contract are subject upon the availability of the case-related state and FFI reimbursement, as follows:

	Parent	State
Non-Schedule	100%	100%
FFI Reimbursement	100%	100%
Total I/P-D Contract Cost	\$10,000.00	

8. The CSEA certifies that the case-related data is not provided from any source that is prohibited by state or federal law.

9. Performance Standards: The performance standards shall be based upon the requirements of 42 CFR Part 110. The performance standards are attached in this I/P-D Contract in a separate document with a label at the top of the first page that reads "Performance Standards".

10. Access to the Public: The CSEA and the Contractor agree to make all records to which it is a party, except for records protected under the provisions of 42 CFR Part 110.101 and 110.104-01 of the Ohio Administrative Code, available to the public during the term of this I/P-D Contract.

11. Amendments to and Modifications of the I/P-D Contract: The Office of Child Support (OCS) will review all I/P-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFI reimbursement. Language in this I/P-D Contract shall not be modified, deleted, struck out, or added, except for the following:

• Amendments: The CSEA or Contractor may amend any information in the language in the first paragraph of the I/P-D Contract or I/P-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendment, the CSEA submits the amendments to OCS on the I/P-D Contract Amendment, and OCS accepts the I/P-D Contract.

• Modifications: The CSEA or Contractor may modify the language in this I/P-D Contract, provided that both the CSEA and the Contractor agree to the modification, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this I/P-D Contract without the agreement of both parties in the I/P-D Contract and acceptance from OCS, the modified I/P-D Contract will have no force or effect of law.

12. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the I/P-D Contract (Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the I/P-D Contract (Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor requests or releases to submit the I/P-D Contract or I/P-D Invoice to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor requests or releases to submit the I/P-D Invoice to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

13. Depreciated Equipment: Equipment that has been included in the cost rate on the I/P-D Contract and disposed under the provisions of the I/P-D Contract shall be treated as if it were included in the I/P-D Contract or the appropriate reimbursement shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this I/P-D Contract or a succeeding I/P-D contract.

14. Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the I/P-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the I/P-D Contract (Invoice) and provide a copy of the completed I/P-D Contract to the Contractor.

15. Record Keeping: The Contractor shall maintain accounting procedures and practices that accurately and properly reflect all direct and indirect costs of any nature expended in the performance of this I/P-D Contract. All books, records, papers, and documents related to this I/P-D Contract that are in the possession of the Contractor or of a third party performing work related to this I/P-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject to all reasonable times for inspection, review, or audit by the authorized federal, state, and CSEA personnel or their designees. If an audit, inspection, or other action involving the records is not held before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

16. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for resolving and complying with any review or audit findings and recommendations by a national state or federal reviewer and that are finally upheld in the provisions of this I/P-D Contract.

17. Integrity: When the Contractor is a private entity, the Contractor shall not if that it will at all times during the existence of this I/P-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same capacity as the CSEA against any and all liability, loss, damage, cost, or related expense incurred through the provision of services under this I/P-D Contract.

Government Forms and Supplies: E20005491XV

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- 3. These... (faded text)
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When the IFD Contract terminates, the Contractor shall be entitled to compensation upon satisfaction of the appropriate amount, as described in paragraph 7, for the work performed prior to:

- The date on which the project was completed, in accordance with paragraph 12A;
- The receipt of the written notice of termination, in accordance with paragraphs 13B through 13E; or
- The Contractor being discontinued or suspended from conducting business or practicing law, in accordance with paragraph 21E.

The CSEA shall calculate the compensation based on the Total IFD Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not receive the Total IFD Contract Cost. The CSEA shall not be liable for any further claims.

IFD Contract Signatures

Signature of CSEA Representative <i>[Signature]</i>	Printed Name of CSEA Representative Lauri DeLoe-Dovey
Date of Signature 4/27/2001	

Signature of Contractor Representative <i>[Signature]</i>	Printed Name of Contractor Representative Xenia A. Adams
Date of Signature 4/6/21	Printed Street Address of Contractor 333 N Main St
Printed Title of Contractor Representative	Printed City, State, and Zip Code of Contractor London, OH 43143
Processing Agency	

Signature of County Commissioner in Representative <i>[Signature]</i>	Date of Signature 5/4/21
Signature of County Commissioner in Representative <i>[Signature]</i>	Date of Signature 5/4/21
Signature of County Commissioner in Representative <i>[Signature]</i>	Date of Signature 5/4/21
Signature of County Commissioner in Representative <i>[Signature]</i>	Date of Signature 4/16/21

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

Subject: Warrants- Approved – Common Pleas

Mr. Wallace moved per the request of Tom Wilson, Common Pleas Court Administrator, to approve the warrants for the following:

Anna Bingman, Probation Officer, in the amount of \$17.55 for mileage reimbursement.  
Elizabeth Hodder, in the amount of \$157.50 for cell phone reimbursement.

DEPARTMENT OF COMMON PLEAS  
MADISON  
COUNTY ADMINISTRATOR  
BRADY CONWELL AIDE  
COURT REPORTER  
LORRAINE CONWELL  
REPORT  
MADISON

SUBJECT: MILEAGE REIMBURSEMENT

FOR THE COMMON PLEAS  
COMMISSIONERS  
MADISON COUNTY, OHIO

Friday, April 27, 2001

COMMISSIONERS

Please advise the Auditor to issue a warrant for the amount of \$175.05 to reimburse Probation Officer Anna Bingman for mileage reimbursement for the month of April 2001 and Elizabeth Hodder for cell phone reimbursement for the month of April 2001. The amount of \$175.05 is as follows:

WARRANT NO. 2001-0101, Case # 2001-0101, \$17.55 for mileage reimbursement

Respectfully Submitted,  
*Thomas R. Wilson*  
COUNTY ADMINISTRATOR

COMMISSIONERS  
*[Signatures]*

cc: Auditor  
Corrections Dept

cc: Auditor  
Corrections Dept

Month	Day	FOR WHAT PURPOSES WERE BILLS TO BE PAID	Amount
4	2	WARRANTS PAID TO HEAR SYSTEMS CORPORATION	17.55
		WARRANT TRIP TO THE COUNTY TO OBTAIN FBI IDENTIFIERS	
			17.55

APPROVED: *[Signature]*

THE COUNTY AUDITOR'S  
To the Board of County Commissioners of  
Madison County, Ohio: I have at the close of the  
month of April 2001, audited the accounts of  
making of the attached contract of Anna  
Bingman, Probation Officer, for the month of  
April 2001, the amount of \$17.55, and of  
Elizabeth Hodder, in the amount of \$157.50 for  
cell phone reimbursement for the month of  
April 2001. The total amount of \$175.05 is as  
shown on the attached statement of account  
enclosed. I have also attached a statement of  
expenses.

Thomas R. Wilson, Auditor  
MADISON COUNTY AUDITOR  
By: \_\_\_\_\_ Deputy Auditor

WARRANT # \_\_\_\_\_ Vendor # \_\_\_\_\_ BALANCE  
P.O. # \_\_\_\_\_ Invoice # \_\_\_\_\_  
Vendor Name: ANNA BINGMAN  
Payment To: MILEAGE REIMB  
Account Number: \_\_\_\_\_ Amount: \$17.55  
ENCLOSURES: \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_ \$17.55

BOARD OF COUNTY COMMISSIONERS  
Madison, Approved and Ordered Paid,  
2001, 04, 27 Journal of \_\_\_\_\_  
SUGGESTED FROM COUNTY AUDITOR  
Date: \_\_\_\_\_

Government Forms and Supplies E2009491KV

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

MAIL PERMIT NO. 2001 MADISON OHIO 43040

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

MAIL PERMIT NO. 2001 MADISON OHIO 43040

POSTAGE WILL BE PAID BY ADDRESSEE

Return address to which to send notices for delivery  
of undelivered mail (do not print in red ink)

NO.	DATE	AMOUNT	TOTAL
1	5/1/01	157.33	157.33

*[Signature]*  
Deputy Auditor

*[Signature]*

cc Mr. [Name]

cc Mr. [Name]

Month	Day	NO. WARRANTS ISSUED	TOTAL
1	27	1	157.33

*[Signature]*

COUNTY AUDITOR'S  
OFFICE  
MADISON COUNTY, OHIO  
To: [Name] [Address]  
MADISON COUNTY, OHIO  
MADISON COUNTY AUDITOR

James S. Hunter, Auditor  
Deputy Auditor

Warrant # \_\_\_\_\_ No. \_\_\_\_\_

P.O. # \_\_\_\_\_

Vendor Name: \_\_\_\_\_

15% BATEMAN'S

COLUMBUS OHIO 43203

Payment For: \_\_\_\_\_

Account Number: \_\_\_\_\_

2010000000

TOTAL \$ 157.33

BOARD OF COUNTY COMMISSIONERS

Member, Approved and Ordered Paid:

5/1/01

MADISON COUNTY AUDITOR

Sissy Wiseman

---

From: Sissy Wiseman  
Sent: Tuesday, April 27, 2021 12:14 PM  
To: Tom Wilson  
Subject: RE: Elizabeth Hodder Cell phone reimb/Anna Bingman mileage reimb

Your welcome.  
Sissy Wiseman

---

From: Tom Wilson  
Sent: Tuesday, April 27, 2021 12:03 PM  
To: Sissy Wiseman  
Subject: RE: Elizabeth Hodder Cell phone reimb/Anna Bingman mileage reimb

Thanks Sissy.

---

From: Sissy Wiseman  
Sent: Tuesday, April 27, 2021 12:00 PM  
To: Tom Wilson <Tom.Wilson@madison.oh.gov>  
Subject: RE: Elizabeth Hodder Cell phone reimb/Anna Bingman mileage reimb

Tom,  
The Commissioners meeting for today adjourned about 15 minutes ago. On May 4<sup>th</sup>, I'll present the attached information to the Commissioners for approval.  
Thanks,  
Sissy Wiseman

---

From: Tom Wilson  
Sent: Tuesday, April 27, 2021 11:50 AM  
To: Sissy Wiseman  
Subject: Elizabeth Hodder Cell phone reimb/Anna Bingman mileage reimb

Good Morning Sissy. Would you present the attached documents to the Commissioners for approval? I also included the vouchers. Thanks Sissy. Tom Wilson

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

Subject: Bid Award – Approved – CDC

Mr. Wallace moved per the recommendation of Whitaker Wright, CDC Consultant, to award the bid for the Madison County South Solon Demolition Project to be awarded to Finchum Excavating, LLC in the amount of \$22,800.00.

AT&T Yahoo Mail - Re: Yesterday's bid opening

<https://mail.yahoo.com/d/folders/1/messages/AGEjg-VMyJJHYIm3Ow...>

Re: Yesterday's bid opening

From: Joseph Haney (josephaney@att.net)

To: sissywiseman@madison.oh.gov; whitaker.wright@sbcglobal.net

Date: Wednesday, April 28, 2021, 3:27 PM EDT

I recommend that we go with Mark Finchum bid of \$22,800.00 for the demolition of the houses in South Solon

Mayor Joseph Haney

On Wednesday, April 28, 2021, 11:21:11 AM EDT, whitaker.wright <whitaker.wright@sbcglobal.net> wrote:

Mayor -

We received two bids yesterday:

McKeever's - \$27,189.23

Finchum - \$22,800.00

The estimate was for \$25,000. I have attached the bids. Please review the bids and make a recommendation for the award.

Whitaker

---

Whitaker W. Wright, Senior Planner  
 CDC of Ohio, Inc.  
 Community Development Consultants of Ohio  
 1016 S. High Street | P.O. Box 06247 | Columbus, Ohio 43205-0247  
 P. (614) 445-8373 | F. (614) 445-8431 | E. [cdco@ohio@sbcglobal.net](mailto:cdco@ohio@sbcglobal.net)

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





Barnett Bookham BPN111216

Sissy Wiseman

From: Sissy Wiseman  
Sent: Friday, April 30, 2021 12:27 PM  
To: Whitaker wj  
Subject: RE: Ad for London drainage project

O.K. Thank  
Sissy Wiseman

From: Whitaker wj  
Sent: Friday, April 30, 2021 12:25 PM  
To: Sissy Wiseman  
Subject: Re: Ad for London drainage project

Sissy -  
Yes I will be sending you the bid documents and I will go over the Drop Box website next week. Since everything is electronic, there is no charge for the documents.

Whitaker

Whitaker W. Wright, Senior Planner  
CDC of Ohio, Inc.  
Community Development Consultants of Ohio  
1233 High Street, P.O. Box 2838 | Columbus, OH 43229-2838  
P: (614) 454-8970 | F: (614) 454-9451 | E: [whitaker@cdcindy.com](mailto:whitaker@cdcindy.com)

On Friday, April 30, 2021, 11:55:26 AM EDT, Sissy Wiseman [sissy.wiseman@madison.oh.gov](mailto:sissy.wiseman@madison.oh.gov) wrote:

Whitaker,  
Do you know when you'll be providing me with the plans, specifications, and documentation?  
Is there a fee for these documents?  
In the meantime on May 4<sup>th</sup> I'll ask the Commissioners to approve the publication.

Thanks,  
Sissy Wiseman

From: Whitaker wj  
Sent: Friday, April 30, 2021 11:23 AM  
To: Sissy Wiseman; Rob Stone  
Subject: Ad for London drainage project

Sissy -

Attached is the ad for the London drainage project, along with the stakeholders' list. Please ask the Board to approve the ad on Tuesday.

Please have the paper for the ad made, once on Sunday, May 29<sup>th</sup>, and again on Sunday, May 30<sup>th</sup>. Keep copies of the ad for the County's files and send a copy to me for the grant files.

Also, please post the ad on the County's website on, or after, Monday, 5/31. It can stay up until May 28<sup>th</sup>, when we open bids.

Please call if you have any questions.

Whitaker

Whitaker W. Wright, Senior Planner  
CDC of Ohio, Inc.  
Community Development Consultants of Ohio  
1233 High Street, P.O. Box 2838 | Columbus, OH 43229-2838  
P: (614) 454-8970 | F: (614) 454-9451 | E: [whitaker@cdcindy.com](mailto:whitaker@cdcindy.com)

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 – Ohio Public Works Commission

Mr. Wallace moved to approve the resolution authorizing County Administrator, to prepare and submit an application to participate in the Ohio Public Works Commission state capital improvement and/or LOAL transportation improvement program(s) and to execute contracts as required.

RESOLUTION  
RESOLVED THAT THE COUNTY ADMINISTRATOR BE AND HE IS AUTHORIZED TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS /  
LOAN REPAYMENT LETTER

May 4, 2021

RESOLVED THAT THE COUNTY ADMINISTRATOR BE AND HE IS AUTHORIZED TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

RESOLVED THAT THE COUNTY ADMINISTRATOR BE AND HE IS AUTHORIZED TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

RESOLVED THAT THE COUNTY ADMINISTRATOR BE AND HE IS AUTHORIZED TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

RESOLVED THAT THE COUNTY ADMINISTRATOR BE AND HE IS AUTHORIZED TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

RESOLVED THAT THE COUNTY ADMINISTRATOR BE AND HE IS AUTHORIZED TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

Read 5/11/21

Attest: [Signature]

[Signatures]

6665  
40100  
I, Dr. Xenikis, <sup>Chairman</sup> of the Madison County Commission, hereby certify that Madison County has a total amount of \$500,000 in the Account Fund and that this amount will be used to repay the Ohio Public Works Commission SCP or RLP loan requested for the Summerford Secondary Street Project over a 30 year term.

[Signature]  
Name, Title and Signature of Chief Financial Officer  
Madison County Auditor

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

Burnet Brothers EPN111218

Subject: Petition for Annexation - Accept - Paint Township

Mr. Wallace moved to accept the Type II Petition for Annexation of 2.6624+ acres in Jefferson Township to the Village of West Jefferson.

Petition

Date: 4/28/21

APR 28 PM 1:48

To: The Board of County Commissioners of Madison County, Ohio  
1 North Main Street  
London, OH 43140

**PETITION FOR EXPEDITED TYPE II ANNEXATION OF 2.6624+ ACRES IN JEFFERSON TOWNSHIP TO THE VILLAGE OF WEST JEFFERSON**

The undersigned, 100% of the owners of real estate within the area hereinafter described in Exhibit "A" and consisting of 2.6624+ acres in Jefferson Township, Madison County, Ohio, adjacent to the Village of West Jefferson, do hereby respectfully petition the Board of Madison County Commissioners to cause such territory to be annexed to the Village of West Jefferson under authority of Sections 709.02 to 709.11 of the Revised Code of Ohio.


The number of owners within the area are One (1) in total.

1. Attached to this petition and made part hereof is a full legal description marked Exhibit "A".
2. Attached to this petition and made part hereof is an accurate plat of the area to be annexed, marked Exhibit "B".
3. Attached to this petition and made part hereof is a list of parcels in area to be annexed and adjacent territory that includes name of owner, mailing address of owner and permanent parcel number, marked Exhibit "C".
4. Petition includes statutory disclosure statement in bold face, capital letters regarding waiver of appeal rights.

The undersigned petitioner does hereby designate Wesley W. Gilliland of the law firm of Havens Limited, who is located at 141 E. Town Street, Suite 200, Columbus, Ohio 43215, as Petitioner's agent.

Wesley Gilliland's phone number is 614-324-0443; Fax number is 614-228-6878; and his email address is wgilliland@havenstmltd.com.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.**

Name	Property Address	Date
 Robin Creaner	7735 State Route 142 SE, West Jefferson, OH 43162	<u>4/28/21</u>

Government Forms and Supplies E2009491KV

Survey

COTTRILL SURVEYING, INC

15982 US Route 62 SE, Mt. Sterling, Ohio 43143, Ph. 740.869.3311, www.cottrillsurveying.com

2.6624 Acre Tract Surveyed for Creamer

The following described 2.6624 acre tract is situated in the State of Ohio, Madison County, Jefferson Township, VMS 12148, being all of a 2.1 acre tract (Parcel 08-01106.000) conveyed to Robin Creamer by Official Record 341 page 2496, and being more particularly described as follows:

Beginning at a mag nail set in the centerline of State Route 142 (60 feet right-of-way) in the line between Jefferson Township and the Village of West Jefferson, at the West corner of a 3.00 acre tract conveyed to Kelly O Wilson by Official Record 223 page 2108 and the North corner of said 2.1 acre tract, said mag nail bears South 80° 57' 00" West a distance of 5871.70 feet from Madison Monument 02-0001 found;

Thence, with the Southwest line of said 3.00 acre tract, South 22° 36' 54" East, passing an iron pin and cap set at the southeast right-of-way of State Route 142 at 30.03 feet, passing a 5 inch square concrete fence post found in the Northwest railroad right-of-way at 147.66 feet, a total distance of 197.90 feet to the centerline of said railroad and in the Northwest line of a 39.899 acre tract conveyed to Pennsylvania Lines LLC by Deed Book 237 page 255;

Thence, with the Northwest line of said 39.899 acre tract in the centerline of said railroad, South 65° 56' 16" West a distance of 550.79 feet to the East corner of a 1.497 acre tract conveyed to Beverly Anne Kleinhenz and Vivian Marie Hill by Official Record 269 page 30;

Thence, with the Northeast line of said 1.497 acre tract, North 27° 47' 20" West, passing an iron pin and cap set in the Northwest right-of-way of said railroad at 50.11 feet, passing an iron pin and cap set in the southeast right-of-way of State Route 142 at 186.72 feet, a total distance of 216.72 feet to a mag nail set in the centerline of State Route 142 and in the line between Jefferson Township and the Village of West Jefferson;

Thence, with the centerline of State Route 142 and said Corporation line, North 67° 47' 21" East a distance of 570.18 feet returning to the Point of Beginning, containing 2.6624 Acres more or less, of which 0.3917 acres more or less is in the present Road right-of-way of State Route 142 and 0.6348 acres more or less is in the railroad right-of-way.

Bearings are based on a GPS observation on August 6, 2015, WGS 1984 Geodetic North. This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any.

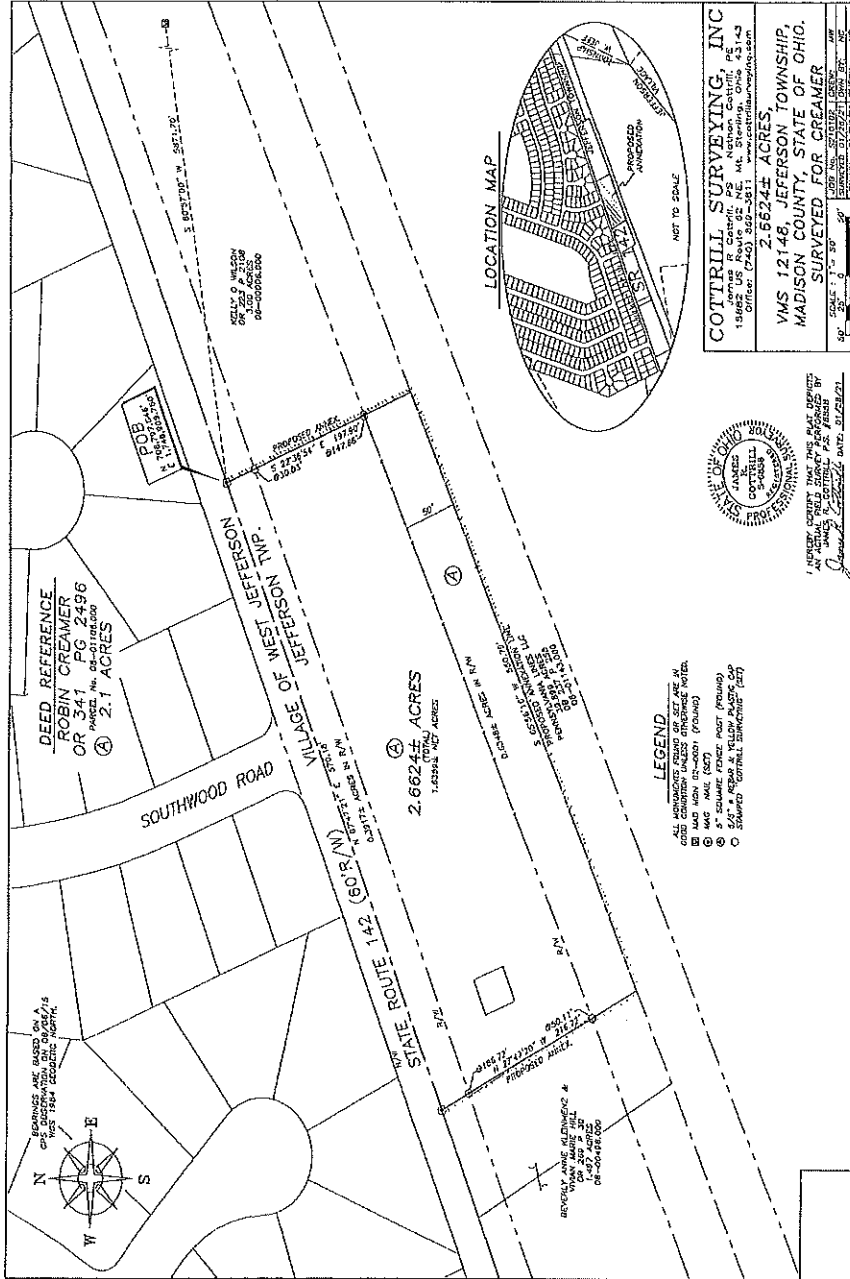
All iron pins set are 5/8-inch diameter rebar with yellow plastic cap stamped "Cottrill Surveying"

This description is based on a field survey performed January 26, 2021 by James R. Cottrill, PS registration #6858. (Job #S210102-2.6624)



James R. Cottrill James R. Cottrill, PS #6858

Map



Government Forms and Supplies: 82009491K1V

Property Owners

EXHIBIT C- Adjacent Owners

List of Property Owners and Parcels in Area to be Annexed:

Property Owner: Robin Creamer  
 Mailing Address: 2333 Gardner Rd., Galloway OH 43119  
 Parcel No.: 08-01106.000

List of Property Owners and Parcels in Adjacent Territory:

To the West

Property Owner: Beverly Anne Kleinhenz & Vivian Marie Hill  
 Mailing Address: 928 Taylor Blair Rd, West Jefferson Oh 43162  
 Parcel No.: 08-00496.000

To the North:

Property Owner: Larry H & Amanda M Turner  
 Mailing Address: 909 Kingsdale Ct, West Jefferson OH 43162  
 Parcel No.: 10-01258.000

Property Owner: Paul M & Rose M Dazey  
 Mailing Address: 900 Kingsdale Ct, West Jefferson OH 43162  
 Parcel No.: 10-01593.000

Property Owner: Michael & Stacy Smith  
 Mailing Address: 880 SR 142, West Jefferson OH 43162  
 Parcel No.: 10-01150.000

Property Owner: Ray A Hale Jr  
 Mailing Address: 850 SR 142, West Jefferson OH 43162  
 Parcel No.: 10-01611.000

Property Owner: Hunter Gregory D & Darlene L  
 Mailing Address: 263 Ferndale Ct, West Jefferson OH 43162  
 Parcel No.: 10-00142.000

Property Owner: Herbert Junior & Dorothy A Rice, Trustee or Suc Trustee  
 of the Rice Living Trust  
 Mailing Address: 30560 Bensonhaver Rd, Logan OH 43138  
 Parcel No.: 10-01378.000

To the East:

Property Owner: Kelly O Wilson  
 Mailing Address: 7881 SR 142, West Jefferson OH 43162  
 Parcel No.: 08-00006.000

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

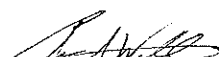
Government Forms and Supplies E2008-011XV


Subject: Letter of Support – Approved – Engineer

Mr. Forrest moved per the recommendation of Bryan Dhume, Engineer, that the Commissioners support the Increase Force Work account for the Madison County Engineer's Department. Mr. Wallace will create this letter of support on behalf of the Commissioners.

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  
Xenikis

  
Chris Wallace

  
Mark Forrest

ATTEST:  \_\_\_\_\_