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: Budget Revision – Approved – Courthouse Supplies

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

Decrease: Inmate Housing (1000-A04B-5-0153) in the amount of $1,200.00.

Increase: Courthouse Supplies (1000-A04B-5-0030) in the amount of $1,200.00.

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

Subject: Budget Revision – Approved – Commissioners Advertising

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

Decrease: Inmate Housing (1000-A04B-5-0153) in the amount of $1,000.00.

Increase: Commissioners Advertising (1000-A01A-5-0041) in the amount of $1,000.00.

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 ES0094911KV

Subject: Transfer – Approved – DJFS

Mr. Wallace moved per the request of Marlene Abshear, DJFS Business Manager, to approve the transfer 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 County Share (2062-0000-4-0090) in the amount of $162,500.00.

Transfer from: General Fund Child Support Services (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 Date: 2021 11/2/2021

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

	Fund Name	Fund #	Account Name	Account Number
From:	GENERAL FUND	1000	GRANTS	1000-A09E-50200
To:	PUBLIC ASSISTANCE	2013	COUNTY SHARE	2013-0000-409A0
		Amount: $	37,500.00	
From:	GENERAL FUND	1000	TRANSFERS	1000-A07A-50309
To:	CHILDREN SERVICES	2062	COUNTY SHARE	2062-0000-40090
		Amount: $	162,500.00	
From:	GENERAL FUND	1000	CHILD SUPPORT INCENTIVES	1000-A15A-50509
To:	CHILD SUPPORT	2057	TRANSFERS	2057-0000-40600
		Amount: $	15,000.00	
From:				
To:				
		Amount: $		

Reason for Request:
1. Mandated Share (JUL - SEP 2021 QTR)
2. Children Services (JUL - SEP 2021 QTR)
3. Child Support (JUL - SEP 2021 QTR)

TO = $ 215,000.00

MADISON COUNTY BOARD OF COMMISSIONERS

Roll call vote resulted as follows:

Mark Forrest
David Hunter
Dr Tony Xenikis

cc: Auditor
Originator
Originator File
Transfer File

C.J. _____, Page _____
Date: 11-4-2021

REQUESTER ACKNOWLEDGEMENT: *I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):* _____

Revised

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 – Sanitary Sewer

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

Transfer from: Commissioners Transfers (1000-A01A-5-0049) in the amount of $3,116.58.
Transfer to: (2054-40200) in the amount of $3,116.58.

Madison County
Sanitary Sewer & Water District

1860 Old Springfield Rd
PO Box 623
London, Ohio 43140
Phone: 740-845-1702
Fax: 740-845-1703

2021 NOV -5 AM 10:37

November 5, 2021

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

Attached is a copy of an invoice from ASC Group Inc. in the amount of $3,116.58 for services rendered for disturbance assessment for the waterline project. At this time in the Madison County Water Development Fund (2054) there is only about $100.00 in the fund. For the District to be able to pay these invoices, a transfer of $3,116.58 needs to be made, or more for future invoices. Please transfer into 2054-40200.

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Slane
Madison County Administrator

RS:mmp

Approved: ✓
Disapproved:
Date: 11-8-21

MADISON COUNTY COMMISSIONERS

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 E2005491KV

Subject: Transfer – Approved – Engineer

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

Transfer from: Ditch Maintenance Equipment (4100-R000-0070) in the amount of $172,942.49.

Transfer to: Ditch Equipment Transfers (4150-0000-0500) in the amount of $172,942.49.

Nov. 4. 2021 9:53AM No. 0913 P. 1

MADISON COUNTY ENGINEER

BRYAN DHUME, PE, PS - COUNTY ENGINEER

826 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9530

Nov. 9, 2021

Madison County Commissioners
1 N. Main Street
London, Ohio 43140

Re: Budget Transfers 2020

Gentlemen:

I am requesting your approval to make the following changes in my 2021 Ditch Budget for the use of Ditch Equipment during 2021.

Transfer $172,942.49 from (4100-R000-0070) Ditch Maintenance Equipment

Into (4150-0000-0500) Ditch Equipment Transfers In.

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: V
Disapproved:
Date: 11-9-21

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

Subject: Wire Transfer – Approved – Engineer

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

Transfer from: 2021 Gas Tax Budget – For a wire transfer in the amount of $2,700.00 to Gov Deals. For the purchase of an ARRS Asphalt Reheat System. This funding was wired on November 2, 2021 from the Treasurer's Department through Huntington Bank.

MADISON COUNTY ENGINEER
BRYAN DHUME, PE, PS - COUNTY ENGINEER

825 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9530

2021 NOV -9 AM 10:05

Nov. 2, 2021

Madison County Commissioners
1 N. Main Street
London, Ohio 43140

Re: Budget Transfers 2021

Gentlemen:

I am requesting your approval to make the following wire transfer out of my 2021 Gas Tax Budget:

Wire transfer $2,700.00 to GovDeals

This is for the purchase of an ARS Asphalt Reheat System, purchased from GovDeals. The money was wired on Nov. 2, 2021 from the Treasurer's Office through the Huntington Bank.

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: ✓
Disapproved:
Date: 11-9-2021

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 E2809491KV

Subject: Appropriation – Approved – CDBG

Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the appropriation for the following:

Appropriate: (2059-T200-5-0805) in the amount of $24,725.00.

Sissy Wiseman

From: Sissy Wiseman
Sent: Monday, November 8, 2021 11:04 AM
To: whitaker wright; emma hall; Jamie Kemper
Subject: RE: ach

Thanks Whitaker.
Sissy Wiseman

From: whitaker wright <whitaker.wright@sbcglobal.net>
Sent: Monday, November 8, 2021 10:28 AM
To: Sissy Wiseman <sissy.wiseman@madison.oh.gov>; emma hall <cfdr28@yahoo.com>; Jamie Kemper <jamie.kemper@madison.oh.gov>
Subject: Re: ach

Good Morning -

This is DD 7 for the 2020 CDBG Program. See Attached. The budget and revenue number are:

Madison County CDBG
Allocation Program

Revenue 2059-0000-40120

Expense 2059-T200-50805

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 43206-0247
P. (614) 445-8373 | F. (614) 445-8431 | E. cdcofohio@sbcglobal.net

On Monday, November 8, 2021, 09:24:21 AM EST, Jamie Kemper <jamie.kemper@madison.oh.gov> wrote:

11/08/2021 04:32am ET ACH ACH CREDIT 3095576734 000000089
STATE OF OHIO DEV0100470762 MADISON COUNTY DEV01*OCDBF201BS10007*COMMUNITY DEVELOPMENT PROGRAM 614-466-5355\

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 Adjustments – Approved – Sanitary Sewer

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

Increase Appropriation: Water Development Project Engineering (2054-P300-5-0049) to $475,000.00 from $350,000.00.

Increase Estimated Revenue: Water Development Project (2054-4-0200) to $475,000.00.

Madison County
Sanitary Sewer & Water District
PO Box 623 / 1860 Old Springfield Rd
London, Ohio 43140
Phone: 740-845-1702
Fax: 740-845-1703

November 8, 2021

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

I am requesting you to make these changes to the 2021 Madison County Water Development Fund. Increase the appropriation for Water Development Project: Engineering (2054-P300-50049) to $475,000 from $350,000 and increase the estimated revenue for Water Development Project: Other (2054-40200) to $475,000. This is so we can make payments to IBI, ABC Group, and Lavelle Law Group for their services for the water development project.

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Slane
Madison County Administrator

RS:nmp

MADISON COUNTY COMMISSIONERS

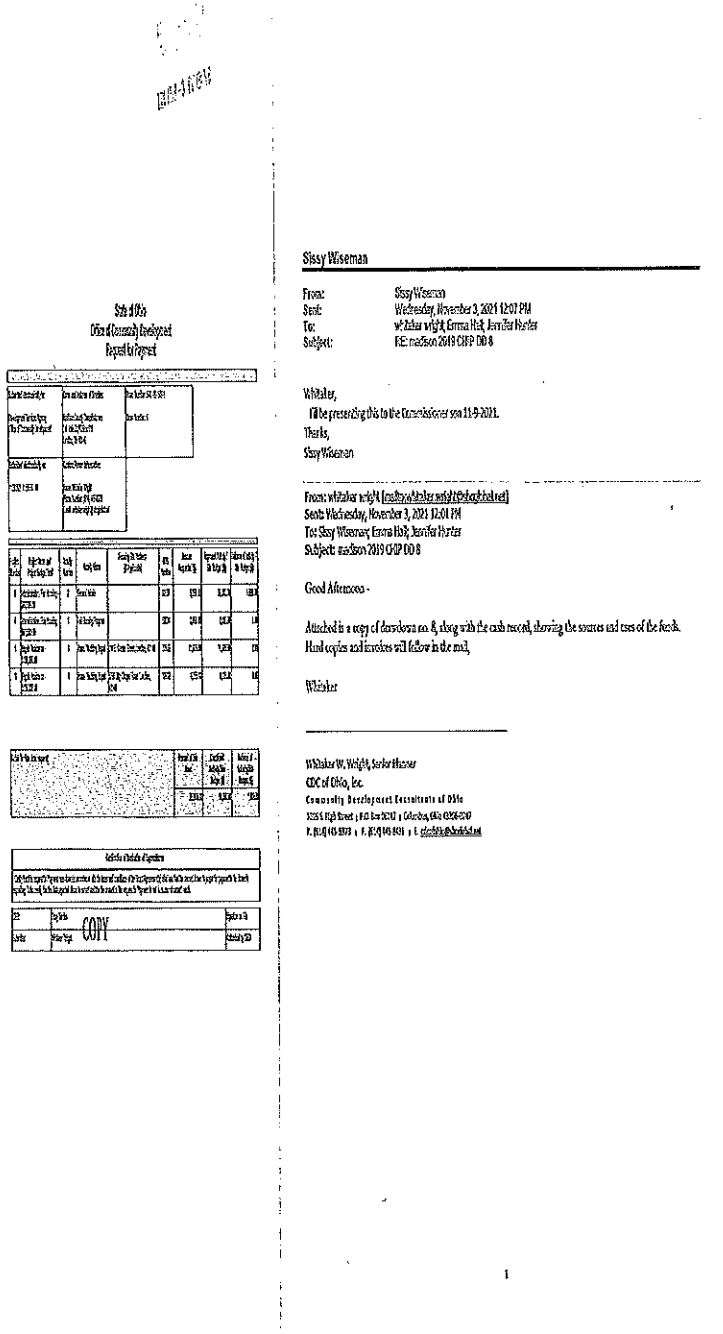
Approved: ✓
Disapproved:
Date: 11.9.2021

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 8200944911KV

Subject: Drawdown – Approved – CDC

Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the drawdown request in the amount of $26,800.00.



Sissy Wiseman

From: Sissy Wiseman
Sent: Wednesday, November 3, 2021 12:07 PM
To: whitaker wright; Emma Hall; Jennifer Hunter
Subject: RE: madison 2019 CHIP DD 8

Whitaker,
I'll be presenting this to the Commissioners on 11-9-2021.
Thanks,
Sissy Wiseman

From: whitaker wright [mailto:whitaker.wright@cdcohio.net]
Sent: Wednesday, November 3, 2021 12:01 PM
To: Sissy Wiseman; Emma Hall; Jennifer Hunter
Subject: madison 2019 CHIP DD 8

Good Afternoon -

Attached is a copy of drawdown no. 8, along with the cash record, showing the sources and uses of the funds.
Hard copies and invoices will follow in the mail,

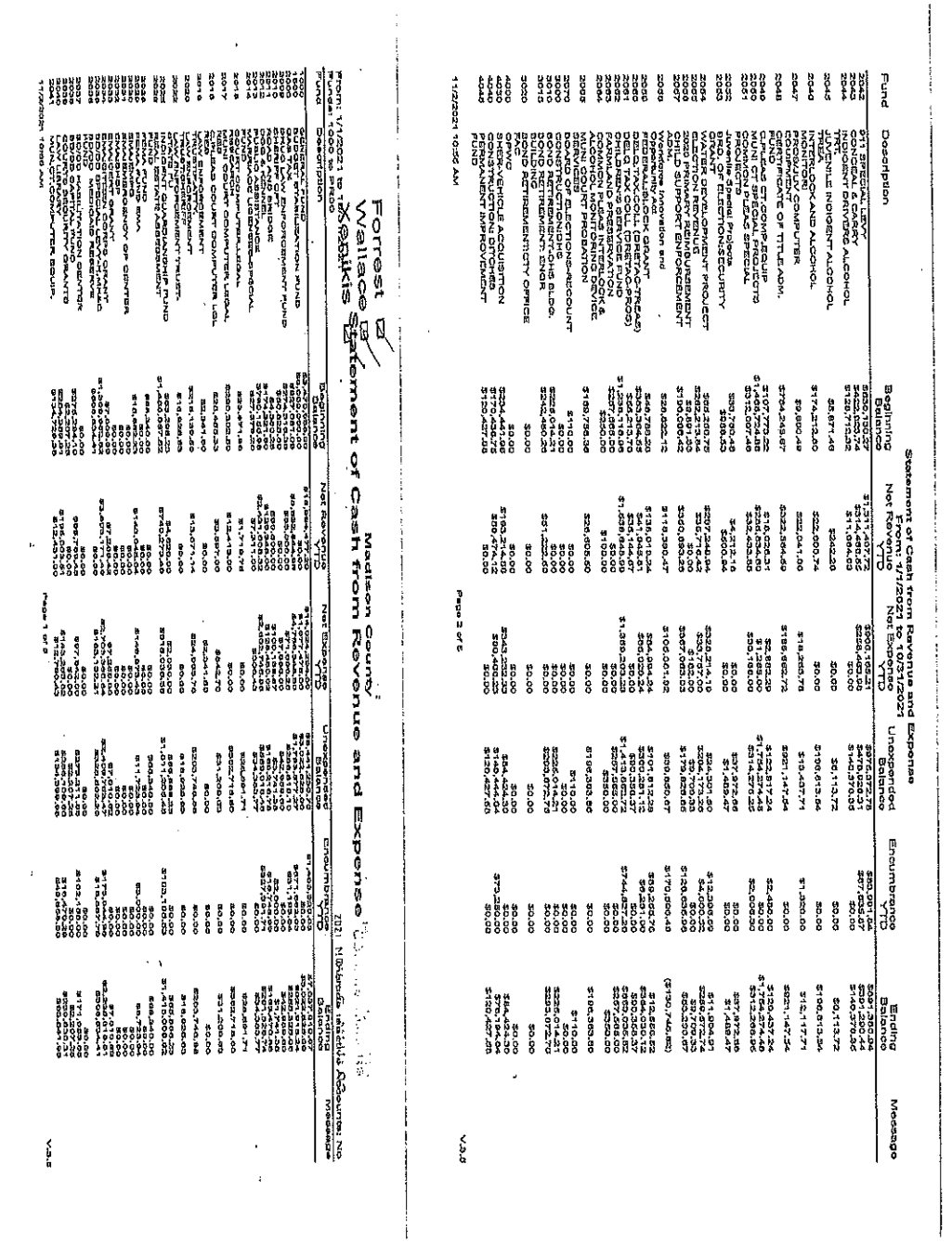
Whitaker

Whitaker W. Wright, Senior Planner
CDC of Ohio, Inc.
Community Development Consultants of Ohio
[illegible]

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

Subject: Cash Statement – Approved – Madison County

Mr. Wallace moved to approve County's monthly cash statement.



Statement of Cash from Revenue and Expense
From: 1/1/2021 to 10/31/2021

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance	Ending Balance	Message
2042	911 SPECIAL LEVY	$1,[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2043	INDIGENT DRIVER ALCOHOL	$550,130.27	$314,490.22	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2044	INDIGENT DRIVER ALCOHOL TRT.	$120,713.26	$11,094.03	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2045	JUVENILE INDIGENT ALCOHOL	$8,871.49	$242.20	$0.00	$9,113.72	$0.00	$9,113.72	
2046	INTERLOCK AND ALCOHOL	$174,212.60	$22,000.74	$0.00	$196,213.34	$0.00	$196,213.34	
2047	COURT COMPUTER PROJECTS	$9,600.49	$22,041.00	$[illegible]	$[illegible]	$1,320.00	$[illegible]	
2048	CLERK OF COURTS EQUIPMENT FUND	$784,249.67	$322,564.59	$[illegible]	$[illegible]	$0.00	$[illegible]	
2049	MUNI CT SPECIALIZED DOCKET	$107,773.25	$10,026.31	$2,850.29	$[illegible]	$450.00	$[illegible]	
2050	MUNI CT SPECIAL PROJECTS	$1,490,724.08	$268,834.60	$1,288.00	$[illegible]	$0.00	$[illegible]	
2051	COMMON PLEAS SPECIAL PROJECTS	$312,007.49	$32,403.89	$30,788.00	$[illegible]	$0.00	$[illegible]	
2052	JUVENILE SPECIAL PROJECTS	$80,790.49	$2,696.53	$0.00	$83,487.02	$0.00	$83,487.02	
2053	BRD. OF ELECTIONS SECURITY	$4,212.19	$200.84	$1,489.47	$2,923.56	$0.00	$2,923.56	
2054	WATER DEVELOPMENT PROJECT	$68,200.78	$287,246.94	$324,301.90	$31,145.82	$12,206.09	$43,351.91	
2055	ELECTION REVENUE	$38,781.34	$38,781.34	$[illegible]	$39,700.30	$0.00	$39,700.30	
2057	CHILD SUPPORT ENFORCEMENT	$190,080.42	$460,893.25	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2058	ADM.	$20,622.12	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2059	Opportunity Act	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2060	FED RAILROAD DOCK MAINT	$360,364.59	$41,048.61	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2061	DELQ TAX COLL (DRETAC-TREAS)	$1,[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2062	DELQ TAX COLL (DRETAC-PROS)	$1,[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2063	CHILDRENS SERVICE FUND	$237,265.00	$0.00	$0.00	$237,265.00	$0.00	$237,265.00	
2064	COMMON PLEAS INTERLOCK & ALCOHOL MONITORING DEVICE	$350.00	$100.00	$0.00	$450.00	$0.00	$450.00	
2065	COMMUNITY CORRECTIONS SERVICES FUND	$199,756.36	$26,806.50	$0.00	$[illegible]	$[illegible]	$[illegible]	
3070	DOMESTIC RELATIONS-ACCOUNT	$110.00	$0.00	$0.00	$110.00	$0.00	$110.00	
3510	BOND RETIREMENT-DHS BLDG.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3515	BUILDING REMENT-ENGR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3520	BOND RETIREMENT-CITY OFFICE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
4000	CPWC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
4020	SHERIFF VEHICLE ACQUISITION	$734,440.76	$108,774.12	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
4040	PERMANENT IMPROVEMENT FUND	$120,427.05	$0.00	$0.00	$120,427.05	$0.00	$120,427.05	

11/2/2021 10:56 AM Page 2 of 5 V3.8

Forrest D. Wallace
Madison County Auditor

Statement of Cash from Revenue and Expense

From: 1/1/2021 to 10/31/2021 Net Revenue Includes Assumed: No

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance	Ending Balance	Message
1000	GENERAL FUND	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2000	GEN REAPPRAISAL/REVALUATION FUND	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2001	REAL ESTATE ASSESSMENT FUND	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2002	CAMA TECHNOLOGY FUND	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2003	CAMA TECHNOLOGY FUND	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2004	GENERAL OBLIGATION BOND	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2005	MADISON COUNTY HOSPITAL	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2006	COURT COMPUTER/LEGAL	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2007	MUNI COURT COMPUTER/LEGAL	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2008	CLERKS COURT COMPUTER LGL	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2009	LAW ENFORCEMENT	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2010	LAW ENFORCEMENT	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2011	LAW ENFORCEMENT TRUST	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2012	INDIGENT DRIVER ALCOHOL TREATMENT FUND	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2013	REAL ESTATE ASSESSMENT FUND	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2014	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2015	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2016	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2017	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2018	COURT COMPUTER/LEGAL	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2019	MUNI COURT COMPUTER/LEGAL	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2020	SHERIFF LAW ENFORCEMENT	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2021	LAW ENFORCEMENT	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2022	LAW ENFORCEMENT TRUST	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2023	INDIGENT DRIVER ALCOHOL TREATMENT FUND	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2024	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2025	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2026	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2027	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2028	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2029	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2030	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2031	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2032	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2033	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2034	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2035	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2036	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2037	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2038	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2039	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2040	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	
2041	PUBLIC DEFENDER	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	

11/2/2021 10:56 AM Page 1 of 5 V3.8

Government Forms and Supplies 8200945IKV

Statement of Cash from Revenue and Expense
From: 1/1/2021 to 10/31/2021

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7047	FAMILY COUNCIL FCSB	50.00	$589,045.38	$589,045.38	$0.00	$0.00	$0.00	
7048	FAMILY & CHILDREN FIRST	$182,617.24	$1,140,956.48	$1,140,956.48	$182,617.24	$18,780.20	$163,837.04	
7049	FAMILY SERVICES	$0.00	$1,196,199.21	$1,196,199.21	$0.00	$0.00	$0.00	
7050	EVSN START	$231,306.84	$2,215,360.73	$2,215,360.73	$231,306.84	$26,179.26	$205,127.58	
7051	HELP ME GROW - FC	$98,191.34	$1,019,955.52	$1,019,955.52	$98,191.34	$3,000.00	$95,191.34	
7052	HELP ME GROW-PART C	$230,000.00	$224,510.66	$224,510.66	$230,000.00	$0.00	$230,000.00	
7054	CHILDREN TRUST FUND - FC	$12,547.85	$12,400.34	$12,400.34	$12,547.85	$0.00	$12,547.85	
7055	WELLNESS - FC	$0.00	$582,000.00	$582,000.00	$0.00	$0.00	$0.00	
7056	YWELLNESS - FC FUND	$22,611.03	$0.00	$0.00	$22,611.03	$0.00	$22,611.03	
7057	Multi System Youth-Medicaid	$977,376.13	$481,443.85	$311,320.62	$1,147,499.36	$224,495.58	$922,903.78	
7058	HELP ME GROW CONTINGENCY	$1,145,374.03	$151,063.09	$151,063.09	$1,145,374.03	$156,025.93	$989,348.10	
7059	DFS-SEARS COMMUNITIES OTHER	$54,666.09	$15,901.17	$15,901.17	$54,666.09	$0.00	$54,666.09	
7060	HEALTH DEPT. GRANT-PHEP	$324,391.49	$1,295,695.52	$1,012,504.42	$607,582.59	$266,109.41	$341,473.18	
7065	SWIMMING POOL FUND	$1,610.62	$21,499.44	$21,499.44	$1,610.62	$0.00	$1,610.62	
7066	Health Department Grants	$23,705.00	$25,318.28	$25,318.28	$23,705.00	$0.00	$23,705.00	
7068	PUBLIC HEALTH - NURSING FUND	$144,223.70	$977,044.61	$977,044.61	$144,223.70	$0.00	$144,223.70	
7071	HEALTH DEPT GRANTS: Public	$0.00	$12,000.00	$12,000.00	$0.00	$0.00	$0.00	
7072	Health Grants FUND	$1,096.10	$2,131.00	$2,002.64	$1,224.46	$0.00	$1,224.46	
7073	FEDERAL FUND: WIC	$28,386.01	$191,265.11	$162,554.68	$57,096.44	$0.00	$57,096.44	
7074	PHW	$19,691.90	$96,322.00	$131,062.00	$34,431.90	$0.00	$34,431.90	
7076	LOCAL EMERGENCY PLANNING	$230,016.04	$15,758.00	$20,535.00	$225,239.04	$2,282.00	$222,957.04	
7077	COMMX CORRACT PLANNING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7080	FELONY DELINQUENT	$135,643.75	$180,456.06	$120,004.43	$196,095.38	$7,100.00	$188,917.37	
7100	CARES/CUSTODY	$56,960.86	$13,371.58	$143.31	$70,209.24	$0.00	$70,209.24	
7102	Arson Registry/OPAN FUND	$220.00	$220.00	$0.00	$2,734.64	$2,290.00	$2,734.64	
7103	$726,614.79	$0.00	$0.00	$0.00	$726,614.79	$726,614.79	$0.00	
7107	Sex Offender Fees	$700.00	$0.00	$0.00	$700.00	$0.00	$700.00	
7110	Common Pleas Technology Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7120	AMITY PIKE BRIDGE	$19,823.31	$0.00	$0.00	$19,823.31	$0.00	$19,823.31	
7121	IMPROVEMENT NOT RETURNED	$2,150.36	$0.00	$0.00	$2,150.36	$0.00	$2,150.36	
7125	PARK DISTRICT PROPERTY	$0.00	$2,004.50	$2,004.50	($2,004.50)	$2,000.00	($4,004.50)	
7126	CREDOS	$19,839.64	$0.00	$0.00	$19,839.64	$0.00	$19,839.64	
7200	AGENCY/ACTIVITY/PERMISSIVE TAX	$31.65	$91,040.19	$91,040.19	$31.65	$0.00	$31.65	

Statement of Cash from Revenue and Expense
From: 1/1/2021 to 10/31/2021

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7300	AGENCY:USGS MERIT-BIG DARBY	$1,250.00	$0.00	$0.00	$1,250.00	$0.00	$1,250.00	
7305	INDIGENT APPLICATION FEE	$184.60	$10,402.90	$8,158.50	$1,428.00	$0.00	$1,428.00	
7310	AGENCY:BD.ELEC.COMM	$0.00	$1,075.00	$275.00	$800.00	$0.00	$800.00	
7315	AGENCY:UNCL.MONEY	$239,462.50	$384,139.08	$159,334.46	$504,267.12	$0.00	$504,267.12	
7320	AGENCY:AUTO REGISTRATION	$5,820.88	$199,043.70	$199,043.70	$5,820.88	$0.00	$5,820.88	
7321	AGENCY: CORP.M.V.PERMISSIVE TX	$1,091.78	$86,107.15	$86,107.15	$1,091.78	$0.00	$1,091.78	
7325	AGENCY:GENERAL TAX	$1,954,847.07	$557,392,704.41	$558,345,738.97	$1,011,812.51	$0.00	$1,011,812.51	
7326	AGENCY:ESTATE TAX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7327	AGENCY:OHIO HOUSING TRUST FUND	$83,670.45	$244,998.80	$295,943.90	$33,023.35	$126,274.70	($93,251.35)	
7328	AGENCY:PERS.PROPERTY	$1,850.83	$0.00	$0.00	$1,850.83	$0.00	$1,850.83	
7329	AGENCY:MOBILE HOME TAX	$18,242.06	$128,348.40	$134,374.30	$12,216.16	$0.00	$12,216.16	
7330	AGENCY:CIGARETTE TAX	$0.00	$4,276.86	$4,276.86	$0.00	$0.00	$0.00	
7331	AGENCY:LOCAL GOVT.	$86,314.57	$2,169,007.52	$2,169,000.57	$86,321.52	$0.00	$86,321.52	
7332	AGENCY:TWP.GAS&CENTS/GAL	$0.00	$1,602,093.22	$1,602,093.22	$0.00	$0.00	$0.00	
7333	AGENCY:LGVT.REV.ASST	$16,550.35	$0.00	$0.00	$16,550.35	$0.00	$16,550.35	
7334	AGENCY:LAW LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7340	CLERK OF COURTS COLLECTIONS	$50.00	$100.00	$37.50	$112.50	$0.00	$112.50	
8000	AGENCY: CORONAVIRUS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
8005	FEDERAL GRANT	$1,777,544.56	$4,344,449.51	$1,209,322.29	$4,912,671.78	$471,683.03	$4,440,988.75	
PR00	County Portion C.A.R.E.S Grant	($123,579.75)	($8,123.96)	$20,622.18	($152,425.89)	$0.00	($152,425.89)	
	AGENCY:PAYROLL CLEARING							
Grand Total:		$34,648,487.64	$114,728,213.25	$105,339,414.13	$44,037,286.77	$6,312,928.00	$37,724,338.77	

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

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Subject: Grant Agreement – Approved – Job & Family Services

Mr. Wallace moved per the recommendation of Amanda Morgan, Family Council Coordinator, to approve the grant agreement for Early Intervention American Rescue Plan Action between Family and Children First Administrative Agency and the Ohio Department of Developmental Disabilities.

EARLY INTERVENTION AMERICAN RESCUE PLAN ACT (EI ARPA)
GRANT AGREEMENT

July 1, 2021 - June 30, 2023

This agreement ("the Agreement") is entered into by and between the Ohio Department of Developmental Disabilities, hereinafter referred to as "the Department", and the Family and Children First Administrative Agency, hereinafter referred to as "the Subrecipient", collectively referred to as the "Parties".

WHEREAS, Part C of the Individuals with Disabilities Education Act ("IDEA") is a federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families;

WHEREAS, the IDEA American Rescue Plan supplemental funds for Federal Fiscal year (FFY) 2021 (CFDA 84.181X) were appropriated by Congress to provide additional support for early intervention and special education services for infants, toddlers, children and youth with disabilities and their families;

WHEREAS, the Department seeks to subaward federal grant funding, as defined by 2 CFR 200.1, under CFDA 84.181X through CFDA 84.181 Administered by the Office of Special Education Programs, Office of Special Education and Rehabilitative Services, and U.S. Department of Education (USDE), in order to provide services for infants and toddlers and their families, and USDE requires the Department to maintain general supervision and oversight of local EI systems' implementation of IDEA, requires the Department to monitor the implementation of subawarded local providing early intervention services in accordance with IDEA, and requires the Department to enforce IDEA requirements (collectively, "the Activities");

WHEREAS, the Subrecipient desires to enter into the Agreement on behalf of the county identified in the EI ARPA Grant Award Notification Letter, and in accordance with Section 1.5 of this Agreement;

WHEREAS, the Agreement between the Parties shall be in accordance with all applicable federal and state laws, rules, regulations, and guidance governing EI ARPA, and the Subrecipient's receipt of funds for the Activities under the Agreement;

NOW THEREFORE, the Parties agree as follows:

Section 1 - Awarding of Funds

1.1 Use of Funds. Grant funds shall be used to cover costs incurred by DODD, DEIS, and the Family and Children First Council (FCFC) to support the Activities, including costs associated with the hiring, training, and supporting of additional service and support coordinators, and to provide for the use of technology for supporting the delivery of services and activities. Subrecipient shall be responsible for ensuring that expenditures charged to the Agreement are consistent with the federal cost principles (Uniform Guidance 2 CFR 200, as adopted by USDE 2 CFR 3474.1), as applicable, and with all applicable federal laws, Department General Administrative Regulations (DD 3301), and IDEA, Part C (Part C), as they relate to the Activities.

1.2 Period of Availability of Funding; Withholding. Funds are to be used to maximize the ability of Subrecipient to comply with the Part C requirement that early intervention services are timely and provided in a family-centered manner throughout the period of their delivery. Subrecipient shall be responsible for ensuring that all costs incurred under the Agreement are incurred during the period of availability of the funds, which is July 1, 2021 through June 30, 2023. Subrecipient shall liquidate all obligations incurred under the Agreement not later than sixty (60) days after the end of the period of availability. Subrecipient shall submit a final expenditure report no later than sixty (60) days after the end of the period of availability. Subrecipient shall comply with all other award information required by the Federal Office of Management and Budget Uniform Guidance (OMB 2 CFR 200), as applicable to Subrecipient's receipt of funds under the Agreement. Subrecipient's failure to comply with the requirements of this Section 1.2 may result in withholding of funds, termination of the Agreement, or both.

1.3 Return of Unexpended, Misspent or Misapplied Funds. Subrecipient shall return to the Department any funds not spent in accordance with the Agreement, or any funds misspent or misapplied by Subrecipient. Subrecipient shall return such funds within thirty (30) days after the earlier of the Department's or Subrecipient's discovery that the funds were misspent or misapplied, or after the Department notifies Subrecipient that the funds were misspent or misapplied. Subrecipient shall return funds by check payable to the Department and delivered to the Department's Fiscal Director at 1601 West Broad Street, Columbus, Ohio 43223. Subrecipient's failure to return funds as required by this Section 1.3 may result in withholding of funds, termination of the Agreement, or both.

DODD EI ARPA Agreement July 1, 2021 1

1.4 Maintenance of Records. Subrecipient shall maintain all financial records, supporting documents, and all other records pertaining to the Agreement for a period of six (6) years after the date of the Department's final payment under the Agreement, or until the conclusion of any audit, litigation, or claim based on the Agreement, whichever is later. Subrecipient shall make these records available at reasonable times during the Agreement period and during the six (6) year period thereafter for examination, transcription, and audit by the Department, the Auditor of State, or their designees. Subrecipient shall maintain these records in accordance with all applicable federal laws and regulations, including 2 CFR 200.333 - 200.337, and shall maintain adequate records to account for all funds, property, and other assets disbursed pursuant to the Agreement. Subrecipient's failure to maintain adequate records may result in withholding of funds, termination of the Agreement, or both.

1.5 Allowable & Unallowable Costs. Subrecipient shall refer to Section 1.1 and Exhibit A of this Agreement, and 2 CFR §200, as adopted by the USDOE in 34 CFR EDGAR, to determine allowable and unallowable costs.

Indirect Costs. Indirect costs charged to the Grant shall be in accordance with 34 CFR §300.225(c) and 34 CFR §76.560-76.569. The maximum amount of indirect costs charged to the grant shall be determined by the following formula:

Indirect costs= (Restricted indirect cost rate) x (Base)

Base: Total direct costs excluding capital expenditures (including equipment as defined in this Section), alterations and renovations, food purchases, personal service contracts and subawards in excess of $25,000 per subcontract thereof, previously charged indirect costs, and flow through funds.

Subrecipients with USDOE as their cognizant agency shall use the Restricted Indirect Cost Rate (RICR) approved by the Ohio Department of Education (ODE) to charge indirect costs to the grant. Subrecipients are required to upload their most recently approved provisional or final restricted indirect cost rate letter from ODE when creating budgets in GMS. Subrecipients must submit final rate approval letters from ODE no later than June 1, 2022 for FY22 and June 1, 2023 for FY23. All indirect costs charged to the grant using a provisional rate shall be reconciled with the final rate no later than June 30 of each grant year. If necessary, Subrecipients shall request budget modifications and enter offsets in GMS as needed to ensure that the total amount charged to indirect costs aligns with the final rate approved by ODE.

For Subrecipients that do not have USDOE as their cognizant agency, the RICR is 6%. Subrecipients charging indirect costs are required to submit documentation in GMS in accordance with Section 3.1 of this Agreement.

Travel. Travel and travel expenses must meet the requirements of OAC 126-1-02 and 2 CFR §200.475 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state, or local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (https://www.ohio.gov/content/dam/ohio/images/ofm/state-travel-rule/ohio-travel-rule.pdf). The

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MADISON COUNTY

SCHEDULE OF FINDINGS
2 CFR § 200.511
DECEMBER 31, 2020

FINDINGS RELATED TO THE FINANCIAL STATEMENTS REQUIRED TO BE REPORTED IN ACCORDANCE WITH GAGAS
Finding Number
None noted in Yellow Book Section 5.06

MADISON COUNTY

CORRECTIVE ACTION PLAN
2 CFR § 200.511(c)
DECEMBER 31, 2020

Finding Number	Planned Corrective Action	Anticipated Completion Date	Responsible Contact Person
None noted in Yellow Book Section 5.06	Not applicable		

1.1 Sponsored Documents. The Department shall send by Electronic Document to the Subrecipient signatory to the electronic signature workflow the Sponsored Documents for review and electronic signature. Subrecipient may reject the Sponsored Documents by electronic signature provided in the workflow.

1.2 Use of electronic signatures by Subrecipient. Subrecipient may elect to use electronic signatures in lieu of manual signatures. If Subrecipient elects to use electronic signatures, Subrecipient shall designate the authority for signature. Subrecipient shall provide the Department with the name of each person authorized to sign Sponsored Documents on behalf of Subrecipient. Subrecipient shall promptly notify the Department if the authority to sign any Sponsored Document is revoked or if a new person is authorized to sign. Subrecipient shall maintain a procedure requiring that a unique password be used by only the person authorized to sign the Sponsored Document. Subrecipient shall be responsible for any Sponsored Document signed by the use of the password.

1.3 The Department shall provide to Subrecipient a fully executed copy of the Sponsored Documents. Subrecipient may not incur costs under the Grant Agreement until the Department has delivered the fully executed Grant Agreement to Subrecipient, the Encumbrance Document has been approved and certified by the Ohio Office of Budget and Management, and Subrecipient has received a Notice to Proceed from the Department. Subrecipient shall not incur costs under the Grant Agreement after the Grant Expiration Date.

(1) Original Agreement
(2) Amended Standard Funding Agreement Template and Emergency Act (SFAE) Form (if applicable)
(3) Completed and signed Standard Certification & Disclosure Form (if applicable)

1.4 OBM Budget Documents. The following documents shall be submitted to the Department in accordance with OBM when submitting the budget:

(1) Subrecipient:

- Subrecipient who must submit budget to federal awarding agency (FAIN) and/or cognizant agency must submit a copy of their most recent Notice from the Ohio Department of Education (ODE). Subrecipient shall upload this most recent approved or provisional Indirect Cost Rate Notice to OBM for initial budget upon Subrecipient's most current Indirect Cost Rate Notice from ODE or their Notice from ( ) for budget upon renewal Notice ( ) for budget upon termination with effective date of Notice of Award.
- Subrecipient who must submit budget to federal awarding agency and/or ODE but not cognizant agency and will submit budget to federal awarding agency and not to either (Option 3).

(2) Program Narrative and Budget Justification Narratives for completing this document must be submitted to the Department when submitting budget to federal awarding agency (Option 1).

- Budget narrative that encompasses entire federal award and must be submitted at the initial of the Subrecipient budget to OBM.

(3) Accepted Indirect Cost Rate Agreement (if applicable):

- If ARPA Federal Award that encompasses an indirect cost rate must be submitted at the initial of the Subrecipient budget to OBM.

Prior budgets will be submitted to OBM – one budget for FY21 (October 1, 2021 – June 30, 2022) and one budget for FY22 (July 1, 2022 – June 30, 2023). If a Subrecipient does not expend the entire budget amount for FY21, Subrecipient may request an increase to OBM to add unspent balance to the FY22 budget. Subrecipient must submit a revised budget to OBM for Department review prior to expenditure of funds.

1.5 Encumbrance & Monitoring. Subrecipient agrees to prepare and maintain documentation that supports the expenditure of the Grant and in accordance with OAC 126, as adopted by the USDOE in 34 CFR EDGAR, and in accordance with Section 12 of this Agreement. At any time, the Department reserves the right to request documentation to substantiate the request for reimbursement request or OBS. Subrecipient agrees to make these records available to the Department within five business days of any Department request for information or records made to it.

1.6 Disbursement of Funds. Any provision of OAC 126 or the Ohio Administrative Code to the contrary notwithstanding, Subrecipient shall request funds for reimbursement of allowable costs incurred under the Grant Agreement. Subrecipient shall submit requests for reimbursement to the Department through OBS. Subrecipient shall submit requests for reimbursement no more frequently than monthly and no less frequently than quarterly. Subrecipient shall submit requests for reimbursement in accordance with the budget approved by the Department. Subrecipient shall submit requests for reimbursement within 30 days of the date the expenditure was incurred. Subrecipient shall submit requests for reimbursement for the final payment under the Grant Agreement within 30 days after the Grant Expiration Date. Requests for reimbursement submitted after such dates may be rejected by the Department, in its sole discretion. Subrecipient shall not request reimbursement for any costs incurred before the Grant Agreement is executed by the Department and Subrecipient, unless prior written approval has been given by the Department.

1.7 Interest Earned. Any interest earned on Grant Funds shall be reported to the Department and may be required to be returned to the Department in accordance with 2 CFR 200.305(b)(9), unless the Federal statute or regulation authorizing the award expressly permits the non-Federal entity to retain such interest.

1.8 Payment of Interest. If Subrecipient withdraws cash advanced by the Department, Subrecipient shall promptly, but at least quarterly, remit interest earned on the advance to the Department. Subrecipient may keep interest amounts up to $500 per year for administrative expenses.

1.9 Supplies. Title to supplies acquired under the Grant Agreement shall vest in Subrecipient upon acquisition. If there is a residual inventory of supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of the Grant Agreement, and if the supplies are not required for further federal program use, Subrecipient shall retain the supplies or sell them, but must, in either case, compensate the Department for its share. The amount of compensation shall be computed by applying the percentage of the Department's participation in the cost of the supplies to the current fair market value of the supplies. Subrecipient may reduce the amount of compensation paid to the Department by an amount equal to the expenses actually incurred by Subrecipient for selling the supplies.

1.10 Equipment. Title to equipment acquired under the Grant Agreement shall vest in Subrecipient upon acquisition, subject to the following conditions:

(a) Subrecipient shall use the equipment for the authorized purposes of the Grant Agreement during the period of performance or until the equipment is no longer needed for the purposes of the Grant Agreement.

(b) Subrecipient shall not sell or charge a lien on any equipment purchased with Grant Funds without the prior written approval of the Department.

(c) Subrecipient shall maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding for the equipment, who holds title, the acquisition date, and cost of the equipment, and the percentage of the Department's participation in the cost of the equipment.

(d) Subrecipient shall maintain adequate insurance coverage on the equipment.

(e) Subrecipient shall maintain adequate maintenance of effort for any federal programs.

1.11 Audit Requirements. In accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of $750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year, which will require preparation and audit of the Schedule of Expenditures of Federal Awards (SEFA). Non-Federal entities that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503.

Subrecipient is responsible for ensuring that an audit is performed in compliance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. Subrecipient agrees to receive, reply to, and comply with any audit exceptions discovered in an audit relating to this Agreement. Subrecipients whose audit reports are not available via the Federal Audit Clearinghouse or Auditor of State's website must send the Department a copy of the final audit report within thirty (30) days of its receipt. Subrecipient shall provide the Department a written corrective action plan to correct such exceptions noted in the final audit report within the timeframe allowed by 2 CFR 200.

In order to assist the Subrecipient in completing the SEFA in accordance with 2 CFR §200.510(b), the Department may distribute disbursement information biannually to the Subrecipient (after the close of the calendar and state fiscal years) identifying the grant program as Early Intervention American Rescue Plan Act (EI ARPA), the Catalog of Federal Domestic Assistance (CFDA) number (or Assistance Listing number), the pass-through entity (DODD) and the federal award identification number (FAIN). Payment information is also available in GMS.

Additional sources for payment information are available through the Ohio Office of Shared Services and include the OSS Supplier Portal. Questions about how to use the OSS Supplier Portal should be directed to the OSS by emailing ohiosharedservices@ohio.gov. If additional information about these resources or a direct deposit is needed, call OSS at 1-877-644-6777.

3.9 Subrecipient Risk Assessment & Monitoring. In accordance with 2 CFR §200.332 and 34 CFR §303.120, the Department shall perform pre-award subrecipient risk assessments and conduct programmatic and fiscal subrecipient monitoring. Subrecipient shall comply with requests for fiscal and programmatic documentation and reports, and accommodate on site reviews at the request of the Department as needed to fulfill the Department's obligations as a pass-through entity of federal funds and as the State of Ohio's lead agency for early intervention, consistent with 34 CFR §§303.1-303.734 and ORC 5123.042(F), 5123.043, and 5123.0421. Failure of the Subrecipient to comply with requests for documentation and reports, inquiries, or respond to other forms of communication within five business days may result in reduced, forfeited, or delayed payments.

3.10 Programmatic Reporting Requirements.

(a) ARPA Progress Reporting (due July 31, 2022; October 31, 2022; January 31, 2023): Using a Department-provided template, Subrecipient shall submit a progress report documenting performance of approved ARPA activities.

DODD EI ARPA Agreement Fully Executed

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DODD EI ARPA Agreement Fully 1, 2021

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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.

4.7 Health Care Laws. Neither the Subrecipient nor its employees are excluded from participation under any federal health care programs. Subrecipient shall notify Department of any exclusions within five (5) business days of learning of such exclusion.

4.8 Subrecipient/Department Relationship. Subrecipient understands and agrees, in entering into this Agreement, that it serves as an independent subrecipient and not as an employee of the Department. The Parties intend no employer/employee relationship. Subrecipient agrees that the Department shall withhold no taxes from payments, and the Subrecipient shall assume sole and entire responsibility for payment of its taxes. Subrecipient further agrees to provide its own Workers' Compensation coverage.

4.9 Dispute Resolution. Subrecipient, and any subcontractor, has established procedures for any persons or agencies dissatisfied with any action of the Subrecipient to be granted a fair hearing before the Subrecipient's governing body.

4.10 Financial Responsibility. Subrecipient, and any subcontractor, assumes responsibility for funds required to meet excess salaries and fringe benefits and for ineligible expenses incurred by the Subrecipient, and that sources of such funds will be made available upon request.

4.11 Suspension and Debarment. The Subrecipient and any subcontract represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Department any funds paid under this Agreement. Pursuant to 2 CFR §200.214, neither the Subrecipient or any subcontractor shall be debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities or excluded from Federal procurement as identified in the System of Award Management.

Section 5 – General Provisions

5.1 Prior Agreements. The terms and conditions set forth in this Agreement constitute the entire understanding between the Parties with respect to the matter contained herein and supersede all prior agreements and representations, whether written or oral.

5.2 Modification and Assignment. This Agreement can only be modified by a written amendment signed by both Parties. This Agreement may not be assigned by either Party without the prior written consent of the other.

5.3 State Laws. This agreement shall be in keeping with and governed by the laws of the State of Ohio without regard to choice of law and conflicts of law principles.

Section 6 – Notice

6.1 All notices, consents, and communications hereunder shall be given electronically to the Administrative Agency Fiscal Contact listed in Addendum B of this Agreement and the following contacts at the Department:

Nathan DeFino
Department of Developmental Disabilities
Part C Coordinator
30 E Broad St., 12th Floor, Columbus, OH 43215
Nathan.DeFino@dodd.ohio.gov

Jacob Fackrell
Department of Developmental Disabilities
Grants Management, Financial Manager
30 E Broad St., 8th Floor, Columbus, OH 43215
Jacob.Fackrell@dodd.ohio.gov

Section 7 – Incorporation of Ancillary Documents

7.1 Grant Addenda & Exhibits.

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The following documents are attached to the Agreement and are incorporated into it by reference. Except as the Agreement, Addenda, and exhibits are modified in the Ohio Controlling Board approval, they are binding on the parties as written.

- Addendum A Award Information and Allocation Table
- Addendum B DODD Contact Sheet
- Addendum C Federal Funding Accountability and Transparency Act (FFATA) Information
- Addendum D Supplemental Funding Assurances
- Addendum E Ohio Controlling Board Guidance & Disclosure Form
- Exhibit A Allowable Costs
- Exhibit B Unallowable Costs
- Exhibit C Program Income Budget Modification Instructions
- Exhibit D Reporting Schedule
- Exhibit E OMB Assurances

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be executed by their duly authorized officers, as of the day specified in Section 3.1 of this Agreement.

Name: Madison County Commissioners

Authorized Signatory Name: Mr. Roy Wilkin

Title: Chairman

Signature: Roy Wilkin

Date: November 9, 2021

Kimberly Rahe
Chief Deputy Clerk
Deputy Clerk

By: _____

Title: _____

DODD EISC Agreement 7.1.20

1

Addendum A - Award Information Allocation Table

EI ARPA

Award Table

County	SFY22	SFY23	Total Award
Adams/Brown	$21,512.50	$21,512.50	$43,025.00
Allen	$46,814.00	$46,814.00	$93,628.00
Ashland/Wayne	$45,247.98	$45,247.98	$90,495.96
Ashtabula	$18,949.50	$18,949.50	$37,899.00
Athens	$13,197.00	$13,197.00	$26,394.00
Auglaize	$30,520.00	$18,099.00	$48,619.00
Belmont	$35,130.00	$12,119.00	$47,249.00
Butler	$146,997.00	$122,485.00	$269,482.00
Carroll	$5,560.00	$5,560.00	$11,120.00
Champaign	$19,364.00	$3,000.00	$22,364.00
Clark	$38,117.50	$38,117.50	$76,235.00
Clermont	$12,151.55	$49,912.05	$62,063.60
Clinton	$29,110.00	$9,231.00	$38,341.00
Columbiana	$28,900.00	$18,300.00	$47,200.00
Coshocton	$12,348.50	$12,348.50	$24,697.00
Crawford	$19,000.00	$12,797.00	$31,797.00
Cuyahoga	$250,000.00	$360,000.00	$610,000.00
Darke	$14,000.00	$25,285.00	$39,285.00
Defiance/Fulton/Henry/Williams	$93,819.00	$16,630.00	$110,449.00
Delaware	$85,392.00	$56,929.00	$142,321.00
Erie	$28,327.00	$28,327.00	$56,654.00
Fairfield	$47,492.00	$63,892.00	$111,384.00
Fayette	$18,051.00	$0.00	$18,051.00
Franklin	$377,398.00	$377,398.00	$754,796.00
Gallia	$14,069.00	$2,887.00	$16,956.00
Geauga	$24,733.00	$24,733.00	$49,466.00
Greene	$46,067.00	$89,066.00	$135,133.00
Guernsey	$12,000.00	$12,511.00	$24,511.00
Hamilton	$174,000.00	$174,000.00	$348,000.00
Hancock	$25,073.50	$25,073.50	$50,147.00
Hardin	$21,109.00	$0.00	$21,109.00
Harrison	$6,286.00	$3,287.00	$9,573.00
Highland	$33,517.00	$0.00	$33,517.00
Hocking	$16,449.00	$0.00	$16,449.00
Holmes	$23,104.00	$2,100.00	$25,204.00
Huron	$25,000.00	$17,478.00	$42,478.00
Jefferson	$22,623.00	$22,623.00	$45,246.00
Knox	$12,962.00	$12,962.00	$25,924.00
Lake	$60,712.00	$60,711.00	$121,423.00
Lawrence	$30,674.00	$7,300.00	$37,974.00
Licking	$59,621.76	$26,389.99	$86,011.75

Addendum A - Award Information Allocation Table

EI ARPA
Award Table

County	FSFR22	SLFR23	Total Award
Total	$3,588,859.67	$3,013,642.53	$6,602,502.20

Addendum A - Award Information Allocation Table

EI ARPA
Award Table

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 8200945HV

Subject: Agreement Amendment – Approved – Local Agricultural Easement Purchase Program (LAEPP)

Mr. Forrest moved per the recommendation of Julia Cumming, Soil & Water Program Administrator, to approve the second amended agreement for the 2019 LAEPP between The Ohio Department of Agricultural and Madison County Commissioners.

SECOND AMENDMENT TO AGREEMENT
FOR
2019 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)
COOPERATIVE AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE
AND
MADISON COUNTY COMMISSIONERS

This Second Amendment to the 2019 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement, (hereinafter, "Agreement"), is made and entered into by and between the State of Ohio, acting by and through the Ohio Department of Agriculture ("ODA"), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and Madison County Commissioners (hereinafter "Local Sponsor"), located at 1 North Main Street, PO Box 618, London, OH 43140 (hereinafter "Local Sponsor").

Recitals

1. WHEREAS, ODA and Local Sponsor executed an Agreement on April 12, 2019 granting funds to Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program ("LAEPP") 2019, which is attached hereto with its Exhibits as Exhibit 1;

2. WHEREAS, on February 10, 2021, ODA and Local Sponsor entered into the First Amendment, attached hereto as Exhibit 2, which modified the provisions of the Agreement and its attached "Exhibit A - Scope of Work" as follows:
   a. Total obligated funds of $708,560 increased. An additional $157,102 became available resulting in a new total of $865,712;
   b. Updated financial duties;
   c. Outlined the distribution of funds to specific landowners.

3. WHEREAS, ODA and Local Sponsor now desire to modify certain provisions of the Agreement (and its attached "Exhibit A – Scope of Work"), and First Amendment to provide for changes necessitated by:
   a. The passage of the FY 2021/2023 biennium
   b. The distribution of funds. Prior to this Amendment 2, total funds obligated equaled $865,712. After deducting funds that were distributed ($355,080) the result is $509,632 in available funds.

4. NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, ODA and Local Sponsor agree by and between themselves as follows:

STATEMENT OF THE AGREEMENT

1. The Agreement and attached Exhibit(s), and First Amendment are attached hereto as Exhibits 1 and 2, respectively, and incorporated herein by reference if fully rewritten.

2. Article I - SCOPE OF WORK

Delete paragraph 2.5, insert the following:

"The agricultural easement closing ("Closing") in connection with each Property shall occur on a date and date mutually agreed to by the parties, but in no event later than June 30, 2021. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA."

3. Article III - TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

"The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2021. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.

Delete paragraph 3.2, insert the following:

"This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2021, unless renewed as provided for herein.

Delete paragraph 3.3, insert the following:

"In the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2021. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms and conditions set forth herein.

4. IV. ODA'S DESIGNATION TO FUND

Delete paragraph 4.1, and insert the following:

"Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of $509,632.00 (Six Hundred Nine Thousand Six Hundred Sixty-Two Dollars and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and selected by amendment to "Exhibit B - Property Funds."

5. Exhibit A – Scope of Work

Delete paragraph F, insert the following:

"The parties shall mutually agree to a closing date, but in no event later than June 30, 2023 unless otherwise agreed in writing by ODA."

6. Except as amended herein, the Agreement shall in full force and effect in accordance with its terms.

7. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

NOW THEREFORE, through their authorized representatives, the parties have caused this Amendment to be executed on the last day and year set forth below.

FOR THE LOCAL SPONSOR:

By: _____ Date: 11-9-21

MARK A. FORREST
print name

COMMISSIONER
print title

Madison County Commissioners
Madison County SWCD
830 US Highway 42 NE
London, OH 43140-8572

FOR THE STATE OF OHIO,
OHIO DEPARTMENT OF AGRICULTURE

By: _____ Date: _____
Dorothy Pelanda
Director

By: _____ Date: _____
Natalie N. Hylton
Deputy Legal Counsel

This instrument was prepared by:
Ohio Department of Agriculture
4995 Fred Main Street
Reynoldsburg, Ohio 43068-3343

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

Government Forms and Supplies 8200946KV

Subject: Escrow Agreement – Approved – LAEPP

Mr. Forrest moved to approve the Escrow Agreement between Midland Title West, Matthew and Kristin Furbee, for the 2018 LAEPP Program.

ESCROW AGREEMENT
(LAEPP)

This Escrow Agreement (hereinafter "Agreement") effective as of the [illegible] day of [illegible], 2021 ("Effective Date") is between Midland Title West, LLC (hereinafter "Escrow Agent") whose principal address is [illegible], Ohio [illegible], Matthew Furbee and Kristin Furbee, husband and wife whose address is [illegible], Ohio [illegible] (hereinafter "Landowner") and the Madison County Commissioners, 59 North Main Street, London, Ohio 43140 (hereinafter "Local Sponsor") (hereinafter "Local Sponsor"). The [illegible] DEPARTMENT OF AGRICULTURE, whose address is 8995 East Main Street, Reynoldsburg, Ohio 43068 (hereinafter "ODA") shall be considered a third party beneficiary of this Agreement.

RECITALS

WHEREAS, Local Sponsor and ODA intend to purchase an agricultural Easement from the Landowner for the property more fully described in the Purchase Agreement, attached hereto and incorporated herein as EXHIBIT A; and

WHEREAS, ODA requires an escrow agent to perform escrow and closing services for deposits (hereinafter "Deposit") received through the Local Sponsor from ODA; and

WHEREAS, Escrow Agent desires to perform such services and assume certain agreed pursuant to the terms and conditions contained in this Agreement, and Landowner and Local Sponsor desire to have Escrow Agent so perform such services; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

I. NATURE OF CONTRACT

1.1 Escrow Agent shall be employed as an independent contractor to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Local Sponsor and the Landowner rely upon the judgment of Escrow Agent.

1.2 The Local Sponsor and Landowner each enter into this Agreement in reliance upon Escrow Agent's representation that it has the necessary expertise and experience to perform its obligations hereunder, and Escrow Agent warrants that it has possessed the necessary expertise and experience.

1.3 Escrow Agent shall perform the services to be rendered under this Agreement and the Local Sponsor shall not hire, supervise, or pay any assistants to Escrow Agent in the performance of this Agreement. The Local Sponsor shall not be responsible for any actions of Escrow Agent or its employees in the performance of services required hereunder.

II. SCOPE OF WORK

2.1 Escrow Agent has established an escrow account for the purpose of holding the Deposit to be made by Local Sponsor pursuant to the Purchase Agreement referenced herein at PNC Bank, 10 W. High Street, London, Ohio 43140, a bank authorized to do business in the State of Ohio ("Escrow Account").

2.2 All Deposits received from the Local Sponsor prior to closing shall be placed in the Escrow Account within five (5) business days of receipt of the Deposit by the Escrow Agent.

2.3 Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to the Local Sponsor and ODA confirming the Deposit. Failure to provide confirmation of the deposit may subject the instrument conveying the Deposit to cancellation by ODA.

2.4 Under no circumstances shall Local Sponsor or Landowner seek or accept release of the Deposit made by the Local Sponsor on behalf of ODA until after consummation of the Purchase Agreement, completion of any accompanying Closing Instructions as issued by ODA, completion of a final title review prior to the closing, delivery of an executed Deed of Agricultural Easement as signed by the Landowner, and consent has been provided by the Local Sponsor and ODA for release. After recordation of the Easement and in good faith that all instructions and conditions specified in the final ODA Closing Instructions and this Agreement have been satisfied, Escrow Agent shall pay all costs as itemized in ODA's signed Settlement Statement out of the funds held in the escrow account. Once all other costs are paid, the remainder of the funds held in the escrow account shall then be disbursed to the landowner entitled to payment.

2.5 If Escrow Agent is not directed to release the Deposit pursuant to the paragraph above, and Escrow Agent receives a request by either Local Sponsor or Landowner to release the Deposit, then Escrow Agent must give both Local Sponsor and ODA prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to the Local Sponsor and ODA of the release. If an objection is received within the thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed by the Local Sponsor and ODA pursuant to paragraph 2.4 above.

2.6 *The closing shall occur within ninety (90) days after receipt of the Deposit by the Escrow Agent.*

2.7 Local Sponsor may, from time to time as it deems appropriate, communicate specific instructions and requests to the Escrow Agent concerning the performance of the work described in this Agreement. Upon such notice, the Escrow Agent shall comply with such instructions and fulfill such requests to the satisfaction of Local Sponsor. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The Escrow Agent shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. Local Sponsor retains the

right to ensure that the work of the Escrow Agent is conducted in accordance with the terms and conditions of the Agreement.

III. TIME OF PERFORMANCE

3.1 The services described in the Scope of Work above ("Services") shall be commenced on [illegible], 2021 and concluded on June 30, 2021.

a. This Agreement shall remain in effect until the work described is completed to the satisfaction of the Local Sponsor and until Escrow Agent is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Escrow Agent's Services, whichever is sooner.

b. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2021.

c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if record of this Agreement would be contrary to the terms of Ohio Revised Code ("ORC") § 3313.33, ORC § 3313.34, or ORC § 3313.

IV. COMPENSATION

4.1 The Local Sponsor shall pay Escrow Agent for services rendered in more than [illegible]. Escrow Agent shall be paid at the closing out of the proceeds paid by the Local Sponsor to the grantor of the agricultural easement. In the event that the closing has not taken place after the Escrow Agent has completed the services, the Local Sponsor shall pay the Escrow Agent directly.

4.2 Escrow Agent shall not be reimbursed for travel, lodging, or any other expenses incurred in the performance of this Agreement.

4.3 Escrow Agent shall submit invoices for the services performed at least thirty (30) days prior to the closing associated with this Article IV, Compensation. The invoice shall contain a description of the services performed and the amount due of the fees pursuant to this Agreement.

V. CERTIFICATION OF FUNDS

5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the ORC, including, but not limited to, § 3313.372, have been complied with, and until such time as all necessary funds are made available, encumbered and otherwise released for the appropriate state agencies or responsible third party entities, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

VI. TERMINATION OF ESCROW AGENT'S SERVICES

6.1 The Local Sponsor may, at any time prior to the completion of services by the Escrow Agent under this Agreement, terminate this Agreement with or without cause by giving written notice to the Escrow Agent.

6.2 Upon notice of termination, Escrow Agent shall cease all work on the terminated activities under this Agreement, terminate all subcontracts relating to the terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Local Sponsor, furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Local Sponsor requires.

6.3 Escrow Agent shall be paid for services rendered up to the date the Escrow Agent received notice of termination, less any payments previously made, provided Escrow Agent has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by the Local Sponsor for which Escrow Agent has not rendered services shall be refunded.

6.4 In the event this Agreement is terminated prior to its completion, Escrow Agent, upon payment as specified, shall deliver to Local Sponsor all work products and documents which have been prepared by Escrow Agent in the course of providing services under this Agreement. All such materials shall become and remain the property of the Local Sponsor, to be used in such manner and for such purpose as the Local Sponsor may choose.

6.5 Escrow Agent agrees to waive any right to, and shall make no claim for, additional compensation against the Local Sponsor by reason of such termination.

VII. RELATIONSHIP OF PARTIES

7.1 The Local Sponsor and Escrow Agent agree that Escrow Agent shall be engaged by the Local Sponsor solely on an independent Escrow Agent basis, and Escrow Agent shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Escrow Agent will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

7.2 While Escrow Agent shall be required to render services described hereunder for the Local Sponsor during the term of this Agreement, nothing herein shall be construed to imply, by reason of Escrow Agent's engagement hereunder as an independent Escrow Agent, that the Local Sponsor shall have or may exercise any right of control over Escrow Agent with regard to the manner or method of Escrow Agent's performance of services hereunder.

7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

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M. It is fully understood and agreed that the Escrow Agent is and shall be considered an independent contractor and is not an agent, servant or employee of the Local Sponsor or the State of Ohio.

VIII. RELATED AGREEMENTS

8.1 The work completed in this Agreement is to be performed by Escrow Agent who may subcontract without the Local Sponsor's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in the Scope of Work for which are required for the satisfactory completion. Escrow Agent shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Local Sponsor. All work subcontracted shall be at Escrow Agent's expense.

8.2 Escrow Agent shall bind its subcontractors to the terms of this Agreement, to the extent applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Local Sponsor to terms inconsistent with, or in addition to, this Agreement.

8.3 Escrow Agent warrants that it has not entered into, nor shall it enter into, other agreements without prior written approval of the Local Sponsor, to perform substantially identical work and that the proposed contracted work is sufficiently distinct and clearly defined so that the proposed contracted work can be performed without duplication of the work called for by the other agreements.

8.4 Escrow Agent shall furnish to the Local Sponsor a list of all subcontractors, their addresses, the individuals to be employed, and the nature of work to be performed.

IX. CONFLICT OF INTEREST AND OTHER CONTRACTS

9.1 No personnel of Escrow Agent or member of the governing body, chief executive, principal official or employee of any public body in which activities relating to this Agreement are being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or any activity carried out pursuant to this Agreement, shall, prior to the completion of the work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of this work.

9.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Local Sponsor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Local Sponsor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

10.1 The Local Sponsor shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Escrow Agent pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Escrow Agent by the Local Sponsor shall be subject to copyright by Escrow Agent in the United States or any other country.

10.2 Escrow Agent agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Local Sponsor. Any requests received by Escrow Agent should be referred to the Local Sponsor.

XI. CONFIDENTIALITY

11.1 Escrow Agent shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Local Sponsor.

11.2 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Escrow Agent in the event of cancellation.

XII. LIABILITY

12.1 The Escrow Agent and Landowner each agree to indemnify and to hold ODA, the State of Ohio, and Local Sponsor harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the respective actions or omissions of Escrow Agent or Landowner or those of its or their respective trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Escrow Agent and Landowner, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

12.2 The Escrow Agent and Landowner shall bear all costs associated with defending the Local Sponsor and the State of Ohio against any claims for their own respective acts or omissions.

12.3 In no event shall any party of this Agreement be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

[illegible]

[illegible]

[illegible]

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(13) Headings - The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

(14) Severability - The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

(15) Interest - Escrow Agent represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC § 153.02 or ORC § 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Escrow Agent shall immediately repay to ODA any funds paid under this Agreement.

[Signature begin on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

LANDOWNER

Matthew D. Forbes
7930 Armstrong Rd.
London, Ohio 43140

Date:_____

LOCAL SPONSOR

Rob Sloan, County Administrator
Madison County Commissioners
PO BOX 618
London, Ohio 43140

Date:_____

LANDOWNER

Kristin L. Forbes
7930 Armstrong Rd.
London, Ohio 43140

Date:_____

ESCROW AGENT

Aaron P. Miller, Attorney
Midland Title West LLC
117 W. High Street, Suite 105
London, Ohio 43140

Date:_____

Rev. 05/30/2001

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

Subject: Lease Agreement – Approved – Madison Health District

Mr. Wallace moved to approve the lease agreement between Madison County Commissioners and the Madison County London City Health District. Effective September 1, 2021 – through December 31, 2021.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 4th day of November, 2021 by and between MADISON COUNTY COMMISSIONERS ("LANDLORD"), with offices at 1 North Main Street, London, OH 43140 and the MADISON COUNTY LONDON CITY HEALTH DISTRICT, ("Tenant"), with offices at 306 Lafayette Street, London, OH 43140.

In consideration of the rents and 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. Leased Premises. Upon the terms and conditions herein set forth and Pursuant to ORC § 307.08, Landlord leases to Tenant and Tenant leases from Landlord approximately 1,530 leasable square feet in one of the buildings known as 338 Lafayette Street, London, Madison County, OH (Said leased space hereinafter referred to as the "Premises" and said building and leased space thereon shall hereinafter collectively be referred to as the "Center").

In addition, Tenant, its agents, employees, patrons, customers, and invitees shall have non-exclusive rights to use the Common Areas of the Center, including, without limitation, parking in the Center parking lot, in accordance with Landlord and the other tenants and occupants of the Center, their agents, employees, patrons, and invitees.

2. Term. This Lease shall be for a term of 3 months, commencing on the 1st day of September, 2021, (the "Commencement Date") and ending on the 30th day of November, 2021, unless sooner terminated as hereinafter provided.

3. Rent. Tenant agrees to pay Landlord, during the term of this Lease, base rent in the approximate sum of $1,530 for the square feet contained in the Premises. Said base rent shall be calculated at a rate of the following: $1,530.00 Per Month

Each monthly installment shall be paid in advance on or before the first day of each month of the Lease term. All such rent shall be payable to Landlord at the address set forth in the beginning of this Lease, unless Landlord directs otherwise in writing. The term "Monthly Lease" refers to the period from each period commencing with the Commencement Date.

4. Use of Premises. The Premises shall be occupied and used for a COVID-19 vaccine and/or testing clinic and/or other purposes consistent with the above written consent under 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 out of the Premises except with the above written consent of the Landlord which consent shall not be unreasonably withheld.

5. Mutual Waiver of Subrogation. Landlord and Tenant hereby release each other and each other's officers, employees, agents, customers and invitees, from any and all liability for any loss, damage or delay to person or property occurring in or about or to the Premises, improvements to the Center or person or property within the Center which may from time to time be covered by insurance, regardless of cause, including the negligence of Landlord or Tenant and their employees, officers, agents, patrons, customers and invitees, 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 by part by reason hereof. Each party shall notify their insurance carrier of this waiver of subrogation.

6. Default. The occurrence of any 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 five (5) days after written notice that the same is due and payable.
b. 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

Upon the occurrence of any event of default Landlord 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 Landlord's election, declare this lease to be terminated.

Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given or 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
1 North Main Street
London, OH 43140

And to Tenant at:

Madison County London City Health District
Chris Cook, Health Commissioner
306 Lafayette Street
London, OH 43140

1. Tenant's Insurance: Tenant shall maintain in force, at all times during Tenant's occupancy under this lease: (i) a policy or policies of insurance insuring all property and fixtures in the premises owned by Tenant against fire and casualties included in extended coverage insurance, and (ii) a Policy or policies of public liability insurance with respect to the Premises, and the business operated therein by Tenant. The policy in clause (ii) 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 of prior 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 (i) of this paragraph: For any one occurrence or claim $200,000.00; as to the insurance described in clause (ii) of this paragraph: For any one occurrence or claim $1,000,000.00; or in such limits reasonably agreed to in writing by Landlord and Tenant and a copy of the policies or certificates of insurance shall be delivered

AS TO 1
ECDHD.1

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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.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and month noted below.

Date of Execution: 11.9.2021

LANDLORD: BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, OHIO

By: Tony Xenikis

Name: Dr. Tony Xenikis
Title: Madison County Commissioner Chairman

By: _____

With the approval as to form:

By: _____

Name: Nick Adkins
Title: Madison County Prosecuting Attorney

TENANT: Madison County London City Health District

By: _____

Name: Chris Cook, MPH, REHS

Title: Health Commissioner

ACKLOWLEDGENTS

STATE OF OHIO

COUNTY OF MADISON

BE IT REMEMBERED, that on the _____ day of _____, 20___, before me

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

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Subject: Annexation – Accepted – Village of West Jefferson

Mr. Forrest moved to accept the expediated type II petition for annexation to the Village of West Jefferson of 4.390 +/- acres, more or less form Jefferson Township.

Petition

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)
TO THE VILLAGE OF WEST JEFFERSON OF
4.390+/- ACRES, MORE OR LESS,
FROM JEFFERSON TOWNSHIP

TO THE BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, OHIO

The undersigned, petitioners in the premises, and being THE SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 4.390+/- acres, more or less, with a total length of the annexation perimeter of 2,228.23 feet, more or less, in the Township of Jefferson, which area is contiguous along 648.66 feet, or 29.1% is contiguous to the Village of West Jefferson, do hereby pray that said territory be annexed to the Village of West Jefferson, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by this annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibit "A" and "B" and made part hereof.

In support of said Petition, the petitioners state that there are within the territory so prayed to be annexed FOUR (4) OWNERS OF SAID REAL ESTATE.

Thomas L. Hart, whose address is Isaac Wiles Burkholder LLC, Two Miranova Place, Ste. 700, Columbus, Ohio 43215, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the Madison County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."

NAME	ADDRESS	DATE
Rayno Corporation By: Randall Asmo Its: President	c/o KRG 1480 Dublin Rd. Columbus, OH 43215	10/13, 2021
Rayno Investment Co. By: John Royer Its: General Partner	1480 Dublin Rd. Columbus, OH 43215	10/20, 2021
David W. Spegal	P. O. Box 71 West Jefferson, OH 43162	10/21, 2021
Amy M. Spegal	P. O. Box 71 West Jefferson, OH 43162	10/21, 2021

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EXHIBITS

Exhibit A= Legal Description

Exhibit B= Plat Map

Exhibit C= Adjacent Parcel Owner List

4824-9825-4588.1 : 06918.00030
4848-9517-3477, v. 1

Property Owners

EXHIBIT C
ADJACENT PROPERTY OWNERS

1. Parcel No. 08-00061.001
0.234 acres, US-40, Jefferson Twp.
Ohio Department of Transportation
1980 W. Broad Street, 3rd Flr.
Columbus, OH 43223

2. Parcel No. 09-00116.000
David W. & Beol L. Mcintosh
106 Plain City-Georgesville Road
Galloway, OH 43119

3. Parcel Nos. 08-00571.000
Jerry L. & Deryn C. Newman
104 Plain City-Georgesville Road
Galloway, OH 43119

4. Parcel No. 08-00572.000
James E. & Melissa D. Newman
101 Plain City-Georgesville Road
Galloway, OH 43119

5. Parcel No. 08-00947.001
0.554 acres, Plain City-Georgesville Road
Board of Madison County Commissioners
One N. Main Street
London, OH 43140

6. Parcel No. 08-00947.000
171 Plain City-Georgesville Road
Susan Mitchell, Stephen Stebbins, Scott Stebbins
1680 Wilson Road
West Jefferson, OH 43162

7. Parcel No. 16-00031.000 and 16-00027.000
Sky Ranch Properties
9291 W. Broad Street
Galloway, OH 43119

8. Parcel No. 16-00023.000
1600 E. Main Street
TH Midwest Inc.
165 Flanders Rd.
Westborough, MA 01581

9. Parcel No. 08-0058.000
9640 W. Broad Street
David W. Spegal & Amy M. Spegal, Trustees
of the Spegal 2014 Revocable Family Trust
P. O. Box 71
West Jefferson, OH 43162

4854-1258-8261.1

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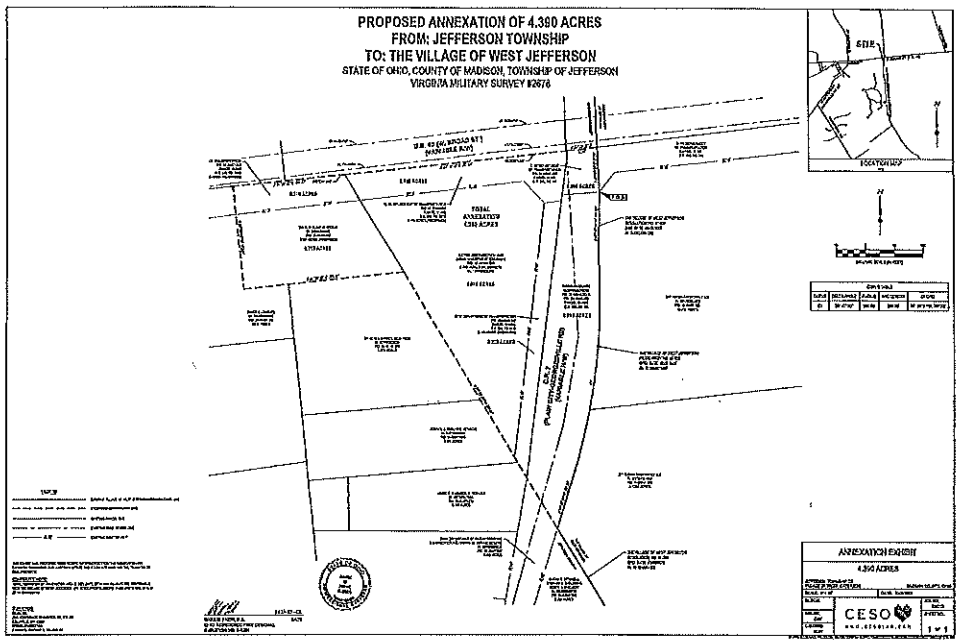
Map



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

Subject: Annexation Hearing – Accepted – Village of West Jefferson

Mr. Forrest moved to approve the hearing for the expediated type II petition for annexation to the Village of West Jefferson of 4.390 +/- acres, more or less form Jefferson Township on November 30, 2021 at 11:00 a.m.

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

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Subject: Resolution – Approved – Agricultural Easement Purchase Program and Agricultural Conservation Easement Program Authority to Sign Resolution

Mr. Forrest moved per the request of Julia Cumming, Soil & Water Program Administrator, to approve the resolution for Rob Slane, County Administrator, County Administrator, sign the escrow agreements and Farmland Preservation Easements on behalf of the Madison County Commissioners.

Agricultural Easement Purchase Program and Agricultural Conservation Easement Program Authority to Sign Resolution

At a regular meeting of the Madison County, for the properties of:

Matt Furbee (LAEPP 2018)
Steve Price (LAEPP 2019)
Phillippi 77 ac (LAEPP 2019)
Diane Furbee (LAEPP 2020)

Madison County, Ohio, on the 9th day of November, 2021 at 10:40 a.m., Eastern Standard Time with the following members present: Mark Forrest, Chris Wallace and Dr.Tony Xenikis. Mr. Forrest moved to approve a resolution to authorize Rob Slane to sign the Escrow Agreements and Farmland Preservation Easements on behalf of the Commissioners and seconded by Mr. Wallace.

The result of the ROLL CALL VOTE:

Name	Vote
Mark Forrest	Yes ✓ No ___;
Chris Wallace	Yes ✓ No ___;
Dr. Tony Xenikis	Yes ✓ No ___ ;

I, Katie Wiseman, the duly qualified and acting Clerk of the Board of Madison County Commissioners, located in Madison County, Ohio, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Madison County Commissioners of said Madison County, Ohio at a regular meeting held on the 9th day of November, 2021.

Katie Wiseman / Clerk
Katie Wiseman, Clerk of the Board

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

Subject: Appointment – Approved – Family Council

Mr. Forrest moved to approve the appointment of Amanda Morgan, Family Council Coordinator, to the Child Abuse and Child Neglect Regional Prevention Council. This appointment is to replace former board member Jennifer Coleman.

P.O. Box 618
Courthouse – 1 N. Main St.
London, Ohio 43140
P. 740-852-2972
F. 740-845-1660

Commissioner Mark Forrest
Commissioner Chris Wallace
Commissioner Dr. Tony Xenikis
Rob Slane, County Administrator
Katie Wiseman, Clerk

November 9, 2021

TO: The Ohio Children's Trust Fund
P.O. Box 182084
Columbus, OH 43218-2084

FROM: Madison County Commissioners
1 North Main Street
London, Ohio 43140

RE: Child Abuse and Child Neglect Regional Prevention Council Appointments

This letter serves as notification to the Ohio Children's Trust Fund (OCTF) that the Madison County Board of County Commissioners is appointing the following county prevention specialist(s) to new child abuse and child neglect regional prevention council pursuant to Ohio Revised Code (ORC) section 3109.17(C).

Full name:	Amanda Morgan
Business Address:	200 Mulberry Street
City:	London
State:	Ohio
Zip code:	43140
Phone number:	740-852-4700
Email address:	amorgan@co.madison.oh.us

Attached for reference is their short biography. Amanda has worked in the early intervention and early childhood fields for over 15 years supporting families with young children. She has served on this coordinated Spectrum since. While here as Council Coordinator for the Madison County Family and Children First and Jenn Coleman, the previous Council Coordinator, asked Amanda to replace her on this council.

On behalf of the Madison County Board of County Commissioners, I respectfully request that you send us written confirmation of our appointment(s).

Please feel free to contact our office with any questions.

Sincerely,

Dr. Tony Xenikis, Chairman
Madison County Commissioner

Madison County Commissioners' Office | 1 North Main St. | London, Ohio 43140
P. 740-852-2972 | F. 740-845-1660 | www.co.madison.oh.us

Chris Wallace
Madison County Commissioner

Mark Forrest
Madison County Commissioner

Madison County Commissioners' Office | 1 North Main St | London, Ohio 43140
P. 740-852-2972 | F. 740-845-1660 | www.co.madison.oh.us

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

Subject: Re – Appointment – Approved – West Central Community Corrections Board

Mr. Wallace moved to re – appoint Henry Comer to the West Central Community Corrections Board. Effective January 1, 2022.

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

Dr. Xenikis Chris Wallace Mark Forrest

ATTEST: Katie Wiseman