Government Forms and Supplies 8200849IKV

Subject: Bills – Approved – Madison County

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

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

Subject: Appropriation – Approved – CIO Health

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

Appropriate: CIO Health (1000-A06G-5-0100) in the amount of $3,700.00.

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

Subject: Hearing – Approved – Ohio Division of Liquor Control

Mr. Forrest moved to approve to not have a hearing for the requested liquor license permit for TA Operating, LLC DBA London TravelCenter 940 St. Rt. 42 NE 1st Floor Deercreek Township London, Ohio 43140.

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

8774629-0120 | STCK | TA OPERATING LLC
DBA LONDON TRAVELCENTER
940 SR42 NE 1ST FL
DEERCREEK TWP
LONDON OH 43140

01 17 2021
C1 C2
49 | 908 | B | F25949

FROM 08/31/2021

MAILED 08/31/2021 RESPONSES MUST BE POSTMARKED NO LATER THAN 10/01/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES B STCK 8774629-0120
(DESIGNATION & NUMBER)

MUST MARK ONE OF THE FOLLOWING!

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☑
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

Madison County Clerk, Sissy Wiseman — Madison County Clerk, Sissy Wiseman — 9.7.2021
(Signature) (Title) ☑ Clerk of County Commissioners (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CLERK OF MADISON COUNTY COMMISSIONERS
PO BOX 618
COURT HOUSE
LONDON OHIO 43140

OLO 4292 REV. 03/08

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

Subject: Contract – Approved – CDC

Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Madison County and Stauffer Site Services for the PY 2018 Midway Drainage Project.

CDC of Ohio, Inc.

August 31, 2018

Madison County Board of Commissioners
Madison County Courthouse
59 North Main Street
London, OH 43140
Attn: Stacy Wilkinson

Re: Madison County PY 2018 CDBG Program
Midway Drainage - Stauffer Contract

Dear Stacy,

Enclosed are three copies of the contract between the County and Stauffer Site Services for the drainage project in Midway. Please read the County Auditor's review and sign all of the documents. Once the Auditor's review is complete, please call the Board to sign contracts in the phase as indicated by the flags. The County Prosecutor may sign all of the contracts the Commissioners sign to the contract documents.

Please keep one copy of the signed contract for the County's records. Mail the other two signed copies to our office. We will mail Stauffer Site Services a copy of the contract. If you have any questions, please do not hesitate to telephone me at (513) 948-1703.

Sincerely,

Whitaker W. Wright
Senior Planner

Enclosures

c file

Madison County PY 2018 CDBG Program Midway Drainage Contract Cover Letter

CONTRACT

THIS AGREEMENT made this 7th day of September, 2018, by and between Stauffer Site Services,[1] hereinafter called the "Contractor", and the Madison County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE I. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project, namely, drainage improvements, and required supplemental work for the PY 2018 Midway Drainage Project all in strict accordance with the Contract Documents including all addenda thereto, as all as prepared by Madison County, acting and in these Contract documents preparation, referred to as the "Owner".

ARTICLE II. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Ninety-Six Thousand Four Hundred Eighty-Five ($96,485.00) Dollars subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE III. Contract.

The executed contract documents shall consist of the following:

a. This Agreement
b. All bonds NA

[1] Choose between one of the following: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of _____; an individual trading as _____.

[2] Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

P. 1

Government Forms and Supplies E2009491KV

c. All documents of the Quote Packet entitled:
Bid Packet for Madison County FY 2018 Village of Midway Drainage Project, dated July 2021 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:

Signature

Typed/printed name

Title

OWNER:
MADISON COUNTY BOARD OF COMMISSIONERS

Signature

M. Tony Perkins

Typed/printed name

President

Title

Certification

I, [illegible], certify that I am the [illegible] of the corporation named as Contractor herein; that [illegible] who signed this Agreement on behalf of the Contractor, was then [illegible] of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

Corporate

Seal

Or

I, [illegible], certify that I am the sole owner of [illegible], doing business as [illegible], and that [illegible], as the Contractor named herein, did sign this Agreement on behalf of my company.

Signature

Date

State of Ohio,
County of Union :

Signed and sworn to before me this 13th day of [illegible]

Notary Public

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporate signatures of the surety company(s) on the bond(s), said bond shall be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

NOTICE OF AWARD

To:	Shaffer Site Services, LLC 1520 Middle Avon Road Morrow, Ohio 45152

PROJECT Description: Madison County - McKinley Drainage Project

The OWNER has received the PROPOSAL submitted by you on July 27, 2021 for the above described WORK in response to its Solicitation for Quotes and Information for BIDDERS. You are hereby notified that your PROPOSAL has been accepted for items in the amount of:

Ninety-Six Thousand Four Hundred Eighty-Five ($96,485.00) Dollars

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the laws by you set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 18th day of August 2021.

Madison County Board of Commissioners
Owner

By: Tony Keiser

Title: President - Mr. Tony Keiser

ACCEPTANCE OF NOTICE

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

Company:	Shaffer Site Services, LLC
Date:	8-20-21
Signature:	
Name/Title:	Jeff Shaffer

c: CONTRACTOR's Surety
Surety's Agent

ChoiceOne Engineering

Date	Attention	Address
August 2, 2021	Mr. Nicholas Wright	CDC of Ohio, Inc. 1016 S. High Street PO Box 07217 Columbus, OH 43207-0217

Subject
Bid Award Recommendation
Village of McKinley Drainage Improvements Project
MAD-VID-1801

Dear Mr. Wright:

Enclosed is the bid tabulation for the McKinley Drainage Improvements project.

Through our evaluation of all bid documents submitted, Shaffer Site Services LLC from Morrow, Ohio, appears to be the lowest, responsible bidder.

If you should have any questions or concerns, please feel free to contact us.

Sincerely,

Jacob Burke
Project Manager

N. Central Ohio Office
101 E. Rose Run Rd.
Bldg. D, Ste 105
Delaware, OH 43015
(614) 882-4311 Phone

S. Ohio/N. Kentucky
8163 Cincinnati Dayton Rd., Suite 1
West Chester, OH 45069
(513) 860-8836 Phone

www.CHOICEONEENGINEERING.com

Government Forms and Supplies 8200945491KY

BID FOR UNIT PRICE CONTRACTS

Place Madison County, OH
Date 7-21-21

Proposal of Stuyker Sept Contrs LLC hereinafter called "Bidder"[1] a corporation, organized and existing under the laws of the State of Ohio, a partnership, or an individual doing business as _____.

To the Madison County Board of Commissioners (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Drainage Improvements Project in the Village of Midway, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within one hundred fifty days (150 days) thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $250.00 per day for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____

[1] Insert corporation, partnership or individual as applicable.
[2] Insert name of state.

B-1

Bidder agrees to perform all the work described in the foregoing and specifications for the following unit bid prices:

The unit bid price shall include all labor, materials, hauling, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of _____ ($ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

By _____
(Signature)

_____
(Title)

(SEAL - If bid by a corporation)

_____
(Business Address and Zip Code)

_____
(Telephone Number and Area Code)

_____
(Federal I.D.#)

_____
(Email Address)

B-2

Madison County 2018 CDBG Program
Village of Midway Drainage Improvements Project
Bid Sheet Page 1 of 2

Madison County CDBG Program

ITEM NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
1	202	MOBILIZATION AND DEMOBILIZATION AS PER PLAN	1	LUMP	$2,000.00	$2,000.00
2	202	REMOVAL OF PAVEMENT AS PER PLAN	1	LUMP	$2,000.00	$2,000.00
3	611	6" CONCRETE CURB & GUTTER REPAIR	35	LF	$30.00	$1,050.00
4	611	8" CONCRETE CURB & GUTTER REPAIR	25	LF	$45.00	$1,125.00
5	611	10" CONCRETE CURB & GUTTER REPAIR	75	LF	$45.00	$3,375.00
6	611	12" CONCRETE CURB & GUTTER REPAIR	30	LF	$45.00	$1,350.00
7	611	15" CONCRETE CURB & GUTTER REPAIR	95	LF	$45.00	$4,275.00
8	611	18" CONCRETE CURB & GUTTER REPAIR	155	LF	$45.00	$6,975.00
9	611	24" CONCRETE CURB & GUTTER REPAIR	95	LF	$45.00	$4,275.00
10	611	2'-3" CATCH BASIN	4	EA	$1,850.00	$7,400.00
11	659	CONSTRUCTION LAYOUT STAKING	1	LS	$1,850.00	$1,850.00
12	659	SEEDING AND MULCHING	4200	SY	$2.00	$8,400.00
CONSTRUCTION TOTAL						$96,465.00

Midway Drainage Improvements
Madison County
Bids 7/27/21

Stauffer Site Services LLC
3838 Middleberg Rd.
Morrow, Ohio 45152
513-678-9168

Description	Qty.	Unit	Unit Price	Total
Clearing and Grubbing	1	LS	$2,100	$2,100
Removal as per plan	1	LS	$2,000	$2,000
6" Storm Repair	35	LF	30	1050
8" Storm Repair	25	LF	45	1125
10" Storm	75	LF	45	3375
12" Storm sewer	30	LF	45	1350
15" Storm sewer	95	LF	45	4275
2-3 Catch Basin	4	EA	1850	7400
Construction layout staking	1	LS	1850	1850
Seeding and mulching	4200	SY	2	8400
			15	96,465.00

Madison County 2018 CDBG Program
Village of Midway Drainage Improvements Project
Bid Sheet Page 2 of 2

Total Base Bid in Numbers:	96,485.00
Total Base Bid in Words:	Ninety six thousand four hundred eighty five and 00 cents

Bidder's Name: Shelby Site Services LLC
(Printed or Typed)

(SEAL – If bid is by a corporation)

Signature:
Company Name: Shelby Site Services LLC
Company Address: 5830 Middletown Rd
Monroe, OH 45152
Company Phone Number: 513-539-9668
Tax ID Number: 46-1963760

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Madison County CDBG Program

Madison County 2018 CDBG Program
Village of Midway Drainage Improvements Project
Bid Sheet Page 2 of 2

Total Base Bid in Numbers:	96,485.00
Total Base Bid in Words:	Ninety six thousand four hundred eighty five and 00 cents

Bidder's Name: Shelby Site Services LLC
(Printed or Typed)

(SEAL – If bid is by a corporation)

Signature:
Company Name: Shelby Site Services LLC
Company Address: 5830 Middletown Rd
Monroe, OH 45152
Company Phone Number: 513-539-9668
Tax ID Number: 46-1963760

E-4

Ohio | Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including late charges, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate could be corrupted or tampered.

Policy number and employer:
[redacted]

Period Specified Below:
07/1/2021 to 07/01/2022

STAFFFFER SITE SERVICES LLC
3000 WOODFIELD RD STE
MADISON, OH 44057-2959

www.bwc.ohio.gov
Issued by: BWC

Interim Administrator/CEO

This certificate is void if corrupted or tampered.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption for belief that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

BWC-23 EMC 1120 (Rev. Jan. 19, 2015)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Murphy Insurance Agency
2747 Madison Ave
Cincinnati, OH 45209
Mike Eller

CONTACT NAME: Mike Eller
PHONE (A/C, No, Ext): 513-871-7779 FAX (A/C, No): 513-871-7765
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Cincinnati Insurance Company 10677

INSURED
Staffeller Site Services LLC
dba Staffeller
8134 Mayfield Center Road
Chesterland, OH 44026

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES — CERTIFICATE NUMBER — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			[redacted]	07/01/2021	07/01/2022	EACH OCCURRENCE $ 1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000
							MED EXP (Any one person) $ 10,000
							PERSONAL & ADV INJURY $ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $ 3,000,000
	POLICY ☒ PRO- JECT ☐ LOC						PRODUCTS - COMP/OP AGG $ 3,000,000
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
A	ANY AUTO			[redacted]	07/01/2021	07/01/2022	BODILY INJURY (Per person) $
	OWNED AUTOS ONLY	SCHEDULED AUTOS					BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB	OCCUR					EACH OCCURRENCE $ 1,000,000
A	EXCESS LIAB	CLAIMS-MADE		[redacted]	07/01/2021	07/01/2022	AGGREGATE $ 1,000,000
	DED	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE $
				[redacted]	07/01/2021	07/01/2022	E.L. EACH ACCIDENT $ 1,000,000
							E.L. DISEASE - EA EMPLOYEE $ 1,000,000
							E.L. DISEASE - POLICY LIMIT $ 1,000,000
A	Equipment			[redacted]	07/01/2021	07/01/2022	$1,000
A	Leased Equip			[redacted]	07/01/2021	07/01/2022	$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Madison County Commissioners
1 North Main Street
London, OH 43140

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mike Eller

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AFFIDAVIT OF CONTRACTOR OR SUBTIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO: [illegible]

SS:

TO: [illegible]

The undersigned, being first duly sworn, having been awarded a contract by you for [illegible] hereby states that we are not charged on the general tax list of personal property of any county in which you are taking district here involved and that we were not charged with delinquent personal property taxes on any such list.

In consideration of the award of the above mentioned, the above statement is incorporated in said contract as a covenant of the undersigned.

Contractor Signature

Sworn to before me and subscribed in my presence this 27th day of July, 2021.

Notary Public

[illegible]

NON-COLLUSION AFFIDAVIT

State of Ohio

County of Delaware

BID Identification: Alley Paving Improvements

CONTRACTOR: Jack Shaffer,

being first duly sworn, deposes and says that he is Vice President (sole owner, a partner, president, secretary, etc.) of Shaffer Sand & Gravel, LLC, the party making the foregoing BID, that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such persons or persons as have a partnership or other financial interest with the said BIDDER in his general business.

Signed

Subscribed and sworn to before me this 27th day of July, 2021

Seal of Notary

[illegible]

[illegible]

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Stauffer Site Services, LLC, 3930 Middletown Rd, Monroe, OH 45162 as Principal and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto Madison County Commissioners hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on 07/27/2021 to undertake the project known as: Village of Mulberry Drainage Improvements

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS ($_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project,

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and readvertises the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the cost, in connection with the readvertisement, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, and this said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract, and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore, and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialmen or laborer having a just claim, as well as for the Obligee hereby, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 27th day of July, 2021.

Stauffer Site Services, LLC
Principal

By: _____
Title: _____
Nationwide Mutual Insurance Company
Surety

By: Deborah Lynn Williams
Attorney-in-Fact

Deborah Lynn Williams/Attorney-in-Fact

Surety Company Address:
1100 Locust Street
Des Moines, IA 50391-2068

Surety Agent's Name and Address:
Huntington Insurance, Inc.
37 West Broad St.-7th Floor
Columbus, OH 43215

*Here insert full name or legal title of Contractor and address
*Here insert full name or legal title of Surety
*Here insert full name or legal title of Owner

E-6

E-7

Government Forms and Supplies 8200943107

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

has made, constituted and appointed, and by these presents does make, constitute and appoint:

FREDERICK ERIC STILLINGS, FRANCES NELSON, JASMIN HENDRIX, KATHLEEN ANTHONY SMITH,
MICHELLE WALL, STEPHANIE ANNE MCQUILLEN

each its true and lawful attorney-in-fact to act for and on behalf of said Company and to execute and deliver on behalf of said Company any and all bonds and undertakings, and other obligatory instruments of like nature, in any penalty not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS ($10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company, and all acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company:

"RESOLVED, that the president or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute on behalf of the Company any and all such bonds, recognizances, contracts of indemnity, undertakings, policies, and other writings obligatory in the nature of bonds, recognizances, or conditional undertakings, and any amendments or modifications thereof, and to attach thereto the seal of the Company; and that any such attorney-in-fact may be removed at any time with or without cause, by any president or vice president, or by the board of directors or any duly authorized committee thereof."

"RESOLVED FURTHER, that said attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents on behalf of the Company, subject to the terms and limitations of the power of attorney issued to them, and to the full extent of the Company thereby, provided, however, that each of said acts and documents shall be in the ability of any such document."

This power of attorney is signed and sealed under and by the following facsimile duly adopted by the Board of Directors of the Company:

Execution of documents. Any vice president, any assistant secretary, or any other officer or employee of the Company authorized for the purpose in writing by the president or a vice president, or any two of the foregoing acting jointly, shall have power and authority to execute deeds, bonds, recognizances, contracts, indemnity agreements, waivers of citation and of all notices, powers of attorney, and other documents and papers of like character in the name of the Company. The seal of the Company may be affixed to any such document or paper by any assistant secretary, or any other officer or employee of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed and its corporate seal to be hereunto affixed by its duly authorized officer this 25th day of February, 2020.

Michael G. Gleason, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK ss:

On this 25th day of February, 2020 before me came the above-named officer of the Company aforesaid, to me personally known to be the person described in and who executed the foregoing instrument, and he/she acknowledged that he/she executed the same, and being by me duly sworn, deposes and says that he/she is the officer of the Company aforesaid; that he/she knows the corporate seal of the Company; that the seal affixed to the foregoing instrument is the corporate seal of the Company; and that the said corporate seal and his/her signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Jayna A. Miller
Notary Public
Commission Expires: 6/4/2023

CERTIFICATE

I, Lisa A. Kaplan, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is true and correct and thereby that the execution of the foregoing is in conformity with the terms and limitations of said resolution; and that said Michael G. Gleason was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and the signature of such officer were each lawfully affixed and subscribed to said instrument by the authority and direction of the Board of Directors; and that the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary and affixed the corporate seal of said Company this 7th day of September, 2021.

Lisa A. Kaplan
Assistant Secretary

SAI GPOA 0220

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614) 644-2658
Fax (614) 644-2256
www.insurance.ohio.gov

Ohio Department of Insurance
Mike DeWine - Governor
Judith French - Director

Certificate of Compliance

Issued 07/19/2021
Effective 07/01/2021
Expires 06/30/2022

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

NATIONWIDE MUTUAL INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following sections of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonsmoke-Stated Reasons (AAH)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident only
Fire/Casualty	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation

NATIONWIDE MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $37,956,265,376, liabilities in the amount of $23,500,920,211, and surplus as of at least $14,455,345,165.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith French, Director

(8/2019) Form 10701 Accredited by the National Association of Insurance Commissioners (NAIC)

OHIO PUBLIC DEFENDER

Monthly Reimbursement Summary Report [Original]

County: Madison
Process Month: May-2021

EFT DATE: 9/2/2021
AC/PD Rate: 100%
DP Rate: 100%

Appointed Counsel Reimbursement

Category	Amount Reported	# Rptd	Amount Submitted	# Submitted	Amount Rejected	Amount Approved	# OPD Billing	$ OPD Billing	# OPD Corrections	$ OPD Corrections	Total Amount Approved	Amount Reimbursed
Capital	0.00	0	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0.00
Felony	8,457.50	2	8,457.50	2	0.00	8,792.50	0	0.00	0	0.00	8,792.50	8,792.50
Misdemeanor (Traffic)	6,044.40	16	7,041.90	19	(997.50)	6,797.40	0	0.00	0	0.00	6,797.40	6,797.40
Misdemeanor (All Other)	73,725.00	94	77,325.00	98	(3,600.00)	73,725.00	0	0.00	0	0.00	73,725.00	73,725.00
Juvenile	360.00	1	360.00	1	0.00	360.00	0	0.00	0	0.00	360.00	360.00
Appellate Court	1,890.00	6	1,890.00	6	0.00	1,890.00	0	0.00	0	0.00	1,890.00	1,890.00
Supreme Court	0.00	0	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0.00
Miscellaneous/ All Courts	0.00	0	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0.00
Expert Expenses	0.00	0	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0.00
Transcripts	0.00	0	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0.00
Investigator	0.00	0	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0.00
Probate Court	0.00	0	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0.00
Subtotal	90,476.90	119	95,074.40	126	(4,597.50)	90,476.90	0	0.00	0	0.00	90,476.90	90,476.90

Public Defender Office Reimbursement (If Applicable)

Subtotal	0.00											
County Total	0.00											
Total	0.00										28,025.00	28,025.00

NOTE 1: Figures under 'Amount Reported' are presented as they were reported by the County Auditor and were not corrected for math errors.
NOTE 2: 'Amount Rejected' includes those Rejected in Full and/or the portion disallowed by OPD Guidelines violations (see Receipt Detail Report).
NOTE 3: 'Amount Approved' includes Orders reimbursed from the amount requested (reduced by OPD Guidelines violations (see Receipt Detail Report).
NOTE 4: 'Total Amount Approved' is the sum of all fees plus the OPD's own found appropriate for reimbursement.
NOTE 5: 'Amount Reimbursed' is the sum of all fees, which are individually rounded to the nearest penny after applying the reimbursement rate to each.

[illegible]

[illegible]

	Column A	
[illegible]	[illegible]	[illegible]
[illegible]		
[illegible]		
[illegible]	

Government Forms and Supplies 8200549 KV

Office of the Ohio Public Defender

Timothy Young, State Public Defender

MEMORANDUM

DATE: September 2, 2021
TO: County Commissioners, County Public Defenders, Court Appointed Counsel, Judges, Auditors

FROM: State Public Defender Tim Young
RE: Indigent Defense Reimbursement

The Office of the Ohio Public Defender (OPD) is pleased to share that we have updated our Reimbursement Standards & Guidelines, the latest version of which is available on our website. Also, the OPD would like to remind all interested parties on the options the OPD has provided in response to the COVID-19 pandemic, and the relevant deadlines relating to these options. The most current memo on those options was published on May 18, 2021, and is available on our website.

Below is a summary of the changes to the Reimbursement Standards & Guidelines. Should you have any questions about these updates, or about the options provided in response to the pandemic, please contact Laura Koster, Deputy Director of Policy & Outreach by emailing or to Kosterl@opd.ohio.gov or calling 614.466.5394. Thank you.

Standards & Guidelines Updates:

- The maximum amount subject to reimbursement for original transcripts has been increased from $4/per page to $5/per page.
- Additional guidance and context has been provided regarding expert bills, to support counties in their respective efforts to identify and submit bills that are appropriate for reimbursement.
- The financial disclosure form has been updated to include an applicant's preferred name and pronoun.
- The State Fee Schedule has been updated to include parental rights termination cases heard in Probate Court, or an appeal of the same. The monthly reports completed by counties for appointed counsel submissions and public defender offices for each of the cases opened by an office in a given month have both been updated to include Probate Court.

250 E. Broad Street, Suite 1400 • Columbus, Ohio 43215
614.466.5394 • 800.686.1573 • TTY 800.750.0750 • www.opd.ohio.gov

Office of the Ohio Public Defender

Timothy Young, State Public Defender

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250 E. Broad Street, Suite 1400 • Columbus, Ohio 43215
614.466.5394 • 800.686.1573 • TTY 800.750.0750 • www.opd.ohio.gov

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of Madison County, Ohio do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____

Date:_____

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, _____Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Madison County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

_____

SEAL:

F-4

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: Amended Contract – Approved – Proctor Center

Mr. Wallace moved per the request of Amanda Morgan, Family Council Coordinator, to approve the amended contract for Respite services with the Proctor Camp and Conference Center.

MADISON COUNTY OHIO
2021 SEP -7 AM 10:20

Proctor Center
reflect learn grow

Contract for Respite Services
Proctor Camp and Conference Center
Scope of Work 2021 – Amended 9.3.2021

Deliverables:

1. Proctor Center will provide weekend respite for up to eight (8) children that are referred by the Family Services Program Manager of the Madison County Department of Family and Children.
2. The age range of the children will be 9 – 17 and will be divided by age per month based on the need. The ages will be divided as 9 – 12 and 13 – 17.
3. Dates will be determined based upon other scheduled activities at the Proctor Center. Dates will be released on a quarterly basis.
4. Youth who are attending the respite weekend need to have required paperwork, per the Proctor Center, completed before arrival at the Center.
5. All prescription medication must be in the original container with the participant's name on the label.
6. The Proctor Center agrees to provide Breakfast on Saturday and Sunday, Lunch on Saturday, and Dinner on Friday and Saturday.
7. The Proctor Center agrees to have three to four (3 to 4) staff members available each weekend. One of those staff persons will be a supervisor to the other staff.
8. The Proctor Center will provide age appropriate activities such as teambuilding, creative arts, nature exploration, indoor and outdoor games, outdoor living, and self-reliance skills.
9. The Proctor Center will provide housing, linens, and all supplies for the weekend program.
10. The Proctor Center will provide respite on a non-denominational basis. It is acknowledged by the parties that "the Proctor Center is a non-profit religious corporation organized under Ohio law and that the provision of respite services is consistent with and to be carried out as an integral part of its non-profit purposes".
11. Per Madison County Health Department and CDC guidelines, Covid-19 protocols (as needed) will be in place when the staff and children are participating in the Respite Program at the Proctor Center.

Proctor Camp and Conference Center • 11235 St. Rt. 38 S.E. • London OH 43140
740.206.2036 • proctorcenter.org

Proctor Camp and Conference Center • 11235 St. Rt. 38 SE • London OH 43140
740.206.2036 • proctorcenter.org

Department of Family & Children of Madison County
Purchase of Service Agreement

This Agreement made and entered into on the 1st day of September, 2021, by and between Department of Family & Children of Madison County, P. O. Box 628, London, Ohio 43140 (hereinafter "Department", on behalf of Madison County Family and Children First Council) and the Procter Camp and Conference Center, 11235 St. Rt. 38 SE, London Ohio 43140 (hereinafter "Provider"), and the Board of Madison County Commissioners, 1 N. Main St., London, Ohio 43140.

The Department is authorized by Title III of the Ohio Revised Code and by 45 CFR 228 to contract with public or private agencies or individuals for the purchase of services. The following are the terms of the Agreement:

1. PURPOSE OF SERVICE: Subject to the terms and conditions set forth in this agreement, Department agrees to purchase and Provider agrees to furnish, specific services, which will include, but are not limited to, the following:
   - The Provider will furnish all of the required services or products in accordance with the Agreement (see Attachment A).

2. COST AND DELIVERY OF PURCHASED SERVICES: Department agrees to pay Provider upon satisfactory completion of requested services, provided the Department receives sufficient allocations from the fund source. The Department agrees that reimbursement of all contracted costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted if applicable, and all attachments to this agreement. Delivery of purchased services shall also be documented so that the Department can verify services at the rate of:
   - $315 per child for each week served with a minimum payment of $9450 (eight youth)

3. PAYMENT FOR PURCHASED SERVICES: No invoices will be paid on this Agreement is fully executed and funds have been reserved for payment of such invoices. Provider will submit an invoice to the Department covering purchased services within thirty days of the end of the service period. Invoice should include a statement of services and dates and hours of service. The Department will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of invoice. Invoice is to be submitted electronically to Family Services Coordinator and Fiscal Administrator.

4. INDEPENDENT CONTRACTORS: Provider will act in performance of the Agreement in an independent capacity, and not as an officer or employee or agent of the Department.

5. ELIGIBILITY FOR SERVICES: Eligibility of individuals to receive purchased services shall be determined in accordance with state and local rules, laws, and regulations.

6. INDEMNIFICATION AND INSURANCE:
   a) The Provider understands and agrees that it is an Independent Contractor and agrees to indemnify and hold the County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Provider.
   b) The Provider shall indemnify as well the County harmless from liability of any and all claims, demands, or suits, actual or threatened, arising from incidents occurring at the Provider's premises or while the child(ren) are in the care and control of the Provider, and from damages or payments, including, but not limited to, costs and expenses for attorney's fees.
   c) The Provider shall assume full responsibility for and shall indemnify the County for any damage to or loss of any County property, including clothing, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of the Provider or any employee, agent or representative of the Provider.
   d) The Provider shall at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with federal funds as provided to other property owned by the recipient. Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts, which would cause injury or death.

7. DISCLOSURE OF INFORMATION: Provider agrees that it is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.27.1 and 5101.28, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-37-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

8. ETHICS LAW: By signing this Agreement, Provider certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.

9. NON-DISCRIMINATION PROVISION: The Provider agrees
   a. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in

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the employment of a person qualified and able to perform the work to which the contract relates; and

b. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

10. CIVIL RIGHTS: Department and Provider agree that in the performance of this Agreement there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor specified in the Civil Rights Act of 1964 and subsequent amendments. Also included are the Americans with Disabilities Act. It is further agreed that the Provider will fully comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

11. MODIFICATIONS: Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

12. TERMINATION: This Agreement may be terminated by either party at any time upon thirty (30) days written notice.

13. CONTRACT PERIOD: This memorandum of Understanding dated September 1st 2021 is an open-ended Memorandum of Understanding, which may be terminated by either party given 30-day written notice. The terms of this Memorandum of Understanding may be renegotiated/amended upon the mutual request of either party. This Memorandum of Understanding affecting the Parties and Provider for Fiscal Year 2022, is hereby agreed to and approved by the following:

In Witness Whereof, the parties here hereunto set their hands or seals or caused this Agreement to be executed by the duly authorized officers or agents.

DEPT. OF FAMILY & CHILDREN OF MADISON COUNTY	PROVIDER
Robin Bruce, Director	Amy Boyd, Executive Director
Date	Date

MADISON COUNTY PROSECUTOR Approved as to Form and Legality	BOARD OF COMMISSIONERS OF MADISON COUNTY, OHIO
By: _____ Gerald Ellis	Commissioner
Date	Commissioner
	Commissioner
	Date

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

Subject: Resolution – Approved – Prosecutor

Mr. Forrest moved per the recommendation of Nick Adkins, Prosecutor, to approve the resolution for the following:

Prohibition of Privately – Owned Signs on County – Owned Property

Prohibition of Privately-Owned Signs on County-Owned Property

WHEREAS, this Board of Madison County Commissioners owns property in various locations throughout Madison County, Ohio; and

WHEREAS from time to time, people desire to place signs on County owned property to advertise politics, products, goods and services, events, etc.; and

WHEREAS this Board considers the placement of private signs on County owned property to be an illegal conversion of a public asset to personal use; and

WHEREAS this Board has been advised that it has legal authority to ban the placement of all private signs from County owned property;

NOW THEREFORE BE IT RESOLVED:

(1) That no privately-owned signs shall be placed on County owned property regardless of the nature and size of the sign or the content displayed thereon.

(2) That any privately-owned signs placed on County owned property that do not comply with this Resolution are deemed abandoned and forfeited.

(3) That all County officials or County employees have authority to remove and dispose of privately-owned signs from County owned property that do not comply with this Resolution.

(4) That this Resolution does not apply to signs placed on County owned property at the direction of a County official or County employee, if the sign is owned by Madison County or for the public benefit of Madison County.

(5) That this Resolution does not apply to the placement of privately-owned signs in designated sign display areas on County owned property, upon the authorization of the Board of Commissioners.

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

Dr. Xenikis | Chris Wallace | Mark Forrest

ATTEST: Katie Weir