Subject: Bills – Approved – Madison County

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

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

Subject: Budget Revision – Approved – Airport

Mr. Forrest moved per the request of Becky Arnott, Airport Treasurer, to approve the budget revision for the following:

Decrease: Capital Pay (6010-M000-5-4002) in the amount of $9,000.00.
Decrease: Other (6010-M000-5-0046) in the amount of $4,500.00.
Decrease: Contracts (6010-M000-5-0140) in the amount of $8,000.00.
Decrease: Fuel (6010-M000-5-0801) in the amount of $4,000.00.
Decrease: Repairs (6010-M000-5-0050) in the amount of $3,500.00.
Decrease:

Increase: Grants (60100-M000-5-4000) in the amount of $29,000.00.

MADISON COUNTY AIRPORT AUTHORITY

1281 U.S. Route 40 S.W. • London, Ohio 43140

DATE: December 6, 2022

TO: Madison County Commissioners

FROM: Rebecca L. Shipley-Arnett, Treasurer *RLSA*
Madison County Airport

RE: To Increase Expense Line to Cover Grant Payments

Please approve the following expense line adjustment:

Increase Expense:		
GRANTS	6010-M000-54000	$29,000.00
Decrease Expense:		
CAPITAL PAY	6010-M000-54002	$ 9,000.00
OTHER EXPENSES	6010-M000-50046	$ 4,500.00
CONTRACTS	6010-M000-50140	$ 8,000.00
FUEL	6010-M000-50801	$ 4,000.00
REPAIRS	6010-M000-50050	$ 3,500.00

Purpose:
TO COVER YEAR END EXPENSES.

If you have any questions, please feel free to contact me on my cell at 614-579-7564 or at home 614-879-7569.

Rebecca L. Shipley-Arnett

cc: Auditor

Sissy Wiseman

From: Becky Arnott <rba40@bctrack.com>
Sent: Tuesday, December 6, 2022 2:57 PM
To: Jamie Kemper; Sissy Wiseman; Sissy Wiseman
Subject: Transfer
Attachments: 12-6-2022 Exp. Line Trf to Commissioners.doc

Jamie/Sissy,

Is there still time to get this done before the cut off? Please let me know.

Thanks
Becky
Airport

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

Subject: Budget Revision – Approved – Treasurer

Mr. Forrest moved per the request of Stacey McKenzie, Treasurer, to approve the budget revision for the following:

Decrease: Treasurer Health (1000-A01C-5-0100) in the amount of $15.00.

Increase: Treasurer Life (1000-A01C-5-0103) in the amount of $15.00.

Stacey L. McKenzie
MADISON COUNTY TREASURER

Email - treasurer@co.madison.oh.gov

PO Box 675
1 North Main St
London, Ohio 43140

Phone 740-852-1936
Toll Free 1-877-454-3309
Fax 740-845-1775

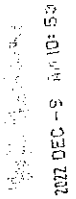
December 9, 2022

Madison County Commissioners
1 N Main St
London Ohio 43140

Dear Commissioners,
Please decrease fund Treasurer health 1000-A016-50100 by 15.00 and increase Treasurer life fund 1000-a01c-50103 by 15.00.

Sincerely,

Stacey L. McKenzie, Madison County Treasurer



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

Subject: Appropriation – Approved – Commissioners Transfers

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

Appropriate: Commissioners Transfers (1000-A01A-5-0049) in the amount of $11,485.00.

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

Subject: Transfer – Approved – Commissioners Transfers

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

Transfer from: Commissioners Transfers (1000-A01A-5-0049) in the amount of $11,485.00.

Transfer to: Somerford (6065-4-0200) in the amount of $8,995.00.

Transfer to: Water Development (2054-4-0200) in the amount of $2,490.00.

MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

November 10, 2022

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

Attached is a transfer request and copy of invoices from Lavelle Law Offices in the amount of $11,485.00 for services rendered for Madison County Somerford Sewer Project and Waterline Project.

These Funds do not have enough funds to cover the invoices. Would you please transfer $8,995.00 into the Somerford Sewer Project Fund (6065-40200) and $2,490.00 into the Water Development Fund (2054-40200).

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Slane
Madison County Administrator

RS:nmp

MADISON COUNTY COMMISSIONERS

Approved: ✓
Disapproved: _____
Date: 12.13.2022

1860 Old Springfield Rd • PO Box 623 • London, OH 43140 • 740-845-1707

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

Subject: Budget Revision – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the budget revision for the following:

Decrease: Contingency Reserve (2000-K100-0700) in the amount of $156,138.00.
Increase: Engineer Equipment (2000-K100-0070) in the amount of $156,138.00.

Decrease: Contract Projects (2000-K100-0804) in the amount of $9,000.00.
Increase: Fuel (2000-K100-0801) in the amount of $9,000.00.

MADISON COUNTY ENGINEER

BRYAN DHUME, PE, PS - COUNTY ENGINEER

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

Dec. 12, 2022

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

Re: Budget changes 2022

Gentlemen:

I am requesting our approval to make the following changes in my 2022 Gas Tax Budget:

Increase (2000-K100-0070) Engineer Equipment	$156,138.00
Decrease (2000-K100-0700) Contingency Reserve	$156,138.00
Increase (2000-K100-0801) Fuel	$ 9,000.00
Decrease (2000-K100-0804) Contract Projects	$ 9,000.00

Adjusted Beginning balances will be as indicated as below:

Engineer Equipment (2000-K100-0070)	$ 702,836.00
Contingency Reserve (2000-K100-0700)	$ 193,862.00
Fuel (2000-K100-0801)	$ 272,000.00
Contract Projects (2000-K100-0804)	$1,300,470.00

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS

MADISON COUNTY COMMISSIONERS

Approved: ✓

Disapproved: _____

Date: 12.13.2022

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

Subject: Budget Revision – Approved – Common Pleas

Mr. Forrest moved per the request of Tom Wilson, Court Administrator, to approve the budget revision request for the following:

Decrease: Common Pleas Witness (1000-A02B-5-0063) in the amount of $374.00.
Increase: Common Pleas Salary Employees (1000-A02B-5-0020) in the amount of $374.00.

COURT ADMINISTRATOR
740-845-1781

CHIEF PROBATION OFFICER
740-852-7128

ADMINISTRATIVE ASSISTANT
740-845-1780

LAW CLERK
740-845-1781

IN THE COURT OF COMMON PLEAS
MADISON COUNTY, OHIO
EAMON P COSTELLO, JUDGE
P.O. BOX 527
LONDON, OHIO 43140
740-845-1780

SUBJECT: TRANSFER OF FUNDS Monday, December 12, 2022

HONORABLE COMMISSIONERS:
COURTHOUSE
LONDON, OHIO 43140

Dear Sirs:
To pay employee salaries through fiscal year 2022, the Madison County Common Pleas Court Salary Employees- Account# 1000A02B50020 is deficient in the amount of $373.67. To rectify this situation it is respectfully requested that the following transfer be executed.

- TRANSFER $374.00 FROM COMMON PLEAS WITNESSES, ACCOUNT #1000A02B50063;
  TO; COMMON PLEAS SALARY EMPLOYEES, ACCOUNT # 1000A02B50020, IN THE AMOUNT OF $374.00.

Respectfully Submitted,
Thomas R. Wilson
Court Administrator

Commissioners:

CC: MADISON COUNTY AUDITOR
FILE

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

Subject: Budget Revision – Approved – Municipal Court

Mr. Forrest moved per the request of Eric Schooley, Municipal Court Judge, to approve the budget revision for the following:

Decrease: Muni Other (1000-A02G-5-0046) in the amount of $2,000.00.

Increase: Muni Supplies (1000-A02G-5-0030) in the amount of $2,000.00.

THE MADISON COUNTY MUNICIPAL COURT
55 North Oak St.
P.O. BOX 646
LONDON, OHIO 43140
(740) 852-1669 FAX (740) 852-0812

Eric M. Schooley, Judge *Tammy Terpenihg, Clerk*

December 12, 2022

Madison County Commissioners
Courthouse

Gentlemen,

Please transfer $2,000.00 from our Muni Court Other line (1000-A02G-50046) to our Muni Court Supplies line (1000-A02G-50030). We are requesting this due to the increase in supplies such as paper, pens and etc.

Sincerely,

Eric M. Schooley, Judge
Madison County Municipal Court

2022 DEC 12 PM 3:08

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

Subject: Appropriation – Approved – Commissioners Transfers

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

Appropriate: Commissioners Transfers (1000-A01A-5-0049) in the amount of $9,345.00.

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

Subject: Transfer – Approved – Commissioners Transfers

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

Transfer from: Commissioners Transfers (1000-A01A-5-0049) in the amount of $9,345.00.

Transfer to: Somerford Sewer (6065-4-0200) in the amount of $9,345.00.

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

MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

December 12, 2022

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

Attached is a transfer request and a copy of an invoice from Lavelle Law Offices in the amount of $9,345.00 for services rendered for Madison County Somerford Sewer Project.

In the Somerford Sewer Project fund there isn't enough funds to cover the invoice in the amount of $9,345.00. Would you please transfer $9,345.00 into the Somerford Sewer Project Fund (6065-40200).

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Slane
Madison County Administrator

RSnamp

MADISON COUNTY COMMISSIONERS

Approved: ✓

Disapproved: _____

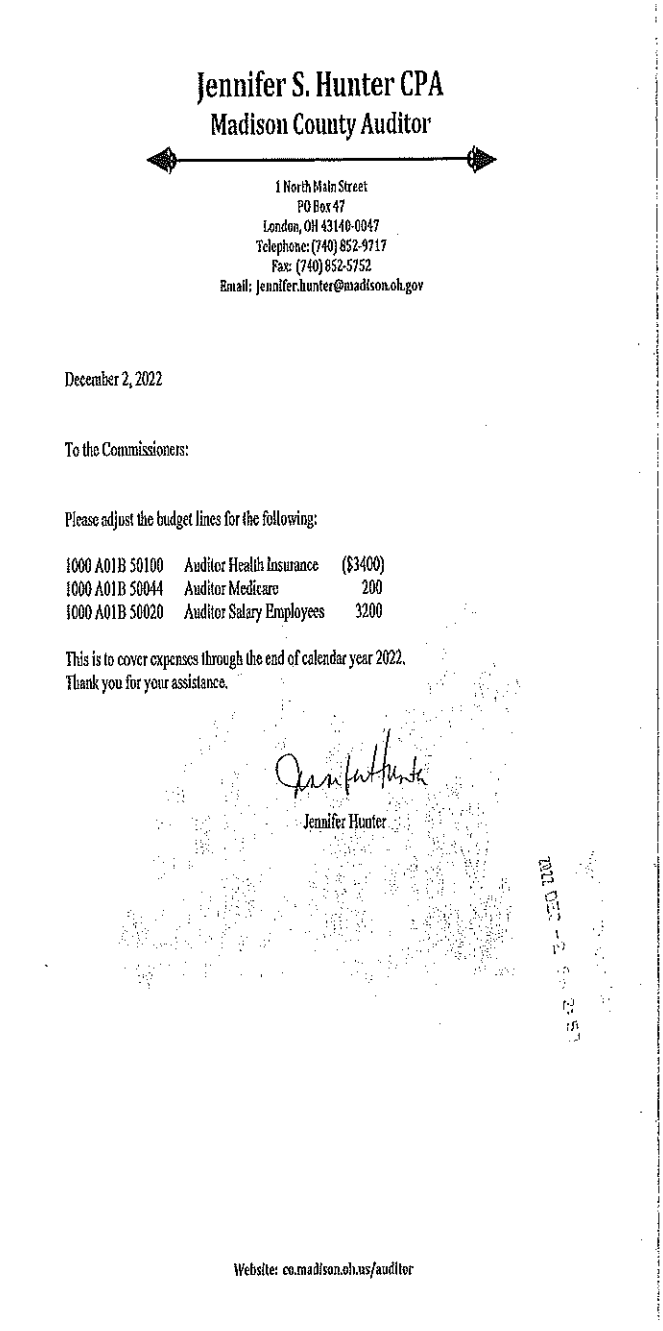
Date: 12.13.2022

1860 Old Springfield Rd • PO Box 623 • London, OH 43140 • 740-845-1707 •

Subject: Budget Revision – Approved – Auditor

Mr. Forrest moved per the request of Jennifer Hunter, Auditor, to approve the budget revision for the following:

Decrease: Auditor Health Insurance (1000-A01B-5-0100) in the amount of $3,400.00.
Increase: Auditor Medicare (1000-A01B-5-0044) in the amount of $200.00.
Increase: Auditor Salary Employees (1000-A01B-5-0020) in the amount of $3,200.00.



Jennifer S. Hunter CPA
Madison County Auditor

1 North Main Street
PO Box 47
London, OH 43140-0047
Telephone: (740) 852-9717
Fax: (740) 852-5752
Email: jennifer.hunter@madison.oh.gov

December 2, 2022

To the Commissioners:

Please adjust the budget lines for the following:

1000 A01B 50100	Auditor Health Insurance	($3400)
1000 A01B 50044	Auditor Medicare	200
1000 A01B 50020	Auditor Salary Employees	3200

This is to cover expenses through the end of calendar year 2022.
Thank you for your assistance.

Jennifer Hunter

2022 DEC -2 P 2:51

Website: co.madison.oh.us/auditor

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

Subject: Appropriation – Approved – Treasurer

Mr. Forrest moved per the request of Stacey McKenzie, Treasurer, to approve the appropriation per unappropriated for the following:

Appropriate: Salary (1000-A01C-5-0020) in the amount of $8,700.00.
Appropriate: PERS (1000-A01C-5-0042) in the amount of $5,275.00.
Appropriate: Medicare (1000-A01C-5-0044) in the amount of $891.00.

Stacey L. McKenzie
MADISON COUNTY TREASURER

Email – treasurer@co.madison.oh.gov

PO Box 675
1 North Main St
London, Ohio 43140

Phone 740-852-1936
Toll Free 1-877-454-3309
Fax 740-845-1775

December 9, 2022

Madison County Commissioners
1 N Main St
London Ohio 43140

Dear Commissioners,

Please appropriate $8700.00 to fund 1000-A01C-50020
Please appropriate $5275.00 to fund 1000-A01C-50042
Please appropriate $891.0000 to fund 1000-A01c-50044

After conducting salary survey that was requested and approved by commissioners earlier this year I have realized I will be short in my employee payroll/PERS/Medicare as the funds were never appropriated. This will cover the cost of their increase and the cost of OPERS/MEDICARE.

Sincerely,

Stacey L. McKenzie, Madison County Treasurer

RECEIVED
2022 DEC -9 AM 10:55

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

Subject: Appropriation – Approved – Treasurer

Mr. Forrest moved per the request of Stacey McKenzie, Treasurer, to approve the appropriation per unappropriated for the following:

Appropriate: Treasurer Salary (1000-A01C-5-0010) in the amount of $979.00.

Stacey L. McKenzie
MADISON COUNTY TREASURER

Email – treasurer@co.madison.oh.gov

PO Box 675
1 North Main St
London, Ohio 43140

Phone 740-852-1936
Toll Free 1-877-454-3309
Fax 740-845-1775

December 9, 2022

Madison County Commissioners
1 N Main St
London Ohio 43140

Dear Commissioners,

Please appropriate $979.00 to fund 1000-A01c-50010

This is Treasurer pay that I will be short for the last pay of the year.

Sincerely,

Stacey L. McKenzie, Madison County Treasurer

2022 DEC -9 AM 10:54

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

Subject: Appropriation – Approved – Law Library

Mr. Forrest moved per the request of Yvette Wilson, Law Librarian, to approve the appropriation for the following:

Appropriate: Law Library Online (2040-H000-5-0130) in the amount of $8,000.00.

Madison County Law Library Resources Board
1 North Main Street Rm. 205
London, Ohio 43140

December 13,
~~February 14~~, 2022

Madison County Commissioners
1 North Main Street
London, Ohio 43140

Per purpose of paying expenditures associated with Law Library, it is requested that the following increases be executed:

Please increase Law Library Online, account (2040-H000-5-0130) in the amount of $8,000.00

Thank you for your consideration in this matter.

Sincerely,

Yvette Wilson
Madison County Law Librarian

Commissioners:

2021 DEC 13 AM 9:37

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

Subject: Appropriation – Approved – Professional Services

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

Appropriate: Professional Services (1000-A01A-5-0045) in the amount of $30,000.00.

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

Subject: Increase PO Funding – Approved – Professional Services

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

Increase: Professional Services (1000-A01A-5-0045) PO # 2786 in the amount of $30,000.00.

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

Subject: Appropriation – Approved – Advertising

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

Commissioners Advertising (1000-A01A-5-0041) in the amount of $2,000.00.

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

Subject: Appropriation – Approved – Commissioners Other

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

Appropriate: Commissioners Other (1000-A01A-5-0046) PO in the amount of $20,000.00.

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

Subject: Increase PO Funding – Approved – Commissioners Other

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

Increase: Commissioners Other (1000-A01A-5-0046) PO # 2787 in the amount of $20,000.00.

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

Subject: Appropriation – Approved – Courthouse Contract Services

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

Appropriate: Courthouse Contract Services (1000-A04B-5-0140) in the amount of $30,000.00.

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

Subject: Increase PO Funding – Approved – Courthouse Contract Services

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

Appropriate: Courthouse Contract Services (1000-A04B-5-0140) PO # 2866 in the amount of $30,000.00.

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

Subject: Appropriation – Approved – Commissioners

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

Appropriate: Commissioners Life (1000-A01A-5-0103) in the amount of $2.00.

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

Subject: Appropriation – Approved – Commissioners

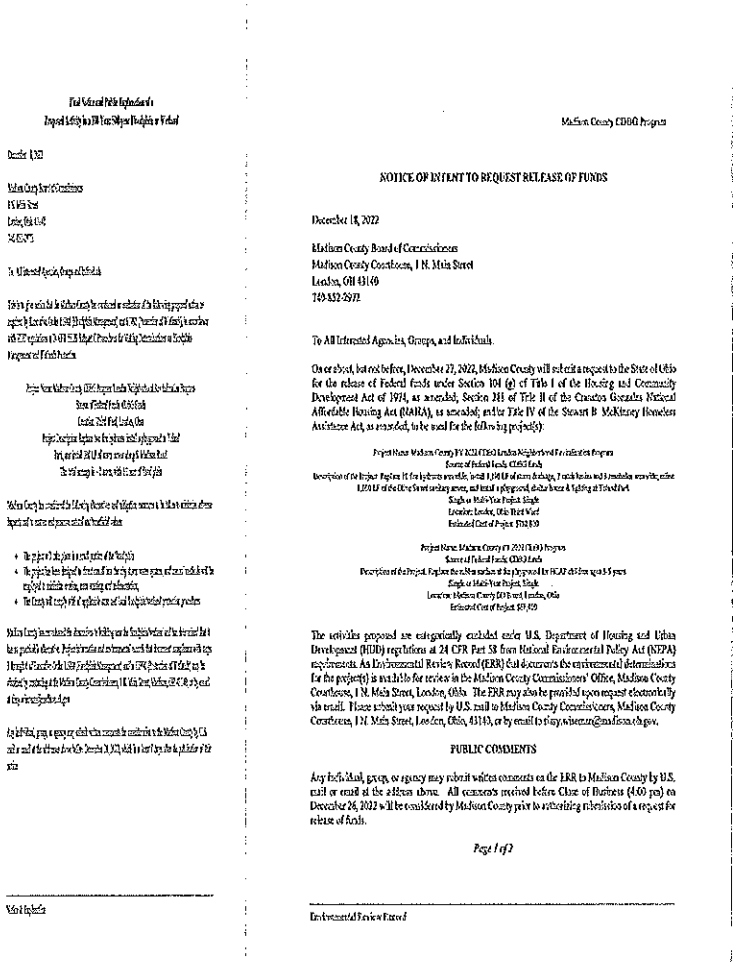
Mr. Forrest moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Commissioners Travel (1000-A01A-5-0040) in the amount of $100.00.

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

Subject: Publications – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the one time publications to be published on December 18, 2022 for the following:



Madison County CDBG Program

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

December 18, 2022

Madison County Board of Commissioners
Madison County Courthouse, 1 N. Main Street
London, OH 43140
740-852-2672

To All Interested Agencies, Groups, and Individuals.

On or about, but not before, December 27, 2022, Madison County will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended, Section 288 of Title II of the Cranston Gonzalez National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended, to be used for the following project(s):

Project Name: Madison County FY 2021 CDBG London Neighborhood Revitalization Program
Source of Federal Funds: CDBG Funds
Description of the Project: Replace the 8 in. water main at the Dupont Rd to HOAT drive, appx 0.5 years
Single or Multi-Year Project: Single
Location: London, Ohio: Ward Ward
Estimated Cost of Project: $700,000

Project Name: Madison County FY 2021 CDBG Program
Source of Federal Funds: CDBG Funds
Description of the Project: Replace the 8 in. water main at the Dupont Rd to HOAT drive, appx 0.5 years
Single or Multi-Year Project: Single
Location: Madison County CDBG ward, London, Ohio
Estimated Cost of Project: $89,000

The activities proposed are categorically excluded under U.S. Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for the project(s) is available for review in the Madison County Commissioners' Office, Madison County Courthouse, 1 N. Main Street, London, Ohio. The ERR may also be provided upon request electronically via email. Please submit your request by U.S. mail to Madison County Commissioners, Madison County Courthouse, 1 N. Main Street, London, Ohio, 43140, or by email to mjay.wiseman@madisoncbg.gov.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to Madison County by U.S. mail or email at the address above. All comments received before Close of Business (4:00 pm) on December 26, 2022 will be considered by Madison County prior to submitting submission of a request for release of funds.

Environmental Review Record

ENVIRONMENTAL CERTIFICATION

Madison County certifies to the State of Ohio that Christopher Wilson, in his capacity as President of the Madison County Commissioners, consents to accept the jurisdiction of the Federal Courts if any action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The State of Ohio's approval of the certification satisfies its responsibilities under 24 CFR Part 58 and relevant authorities and allows Madison County to use the program funds.

OBJECTIONS TO RELEASE OF FUNDS

The State of Ohio will accept objections to its release of funds and Madison County certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of Madison County; (b) Madison County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the State of Ohio or the Federal agency acting pursuant to 24 CFR Part 58 has not received and accepted findings that the project is consistent with the state's or tribe's environmental policy. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Ohio Development Services Agency, Office of Community Development at [OH]@ohiodevelopment.org. Potential objectors should contact the State of Ohio to verify the actual last day of the objection period.

The name of the certifying official is:

Christopher Wilson, President
Madison County Board of Commissioners
Madison County Court House, 1 N. Main St.
London, OH 43140

Page 1 of 1

Madison County CDBG Program

NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

December 18, 2022

Madison County Board of Commissioners
Madison County Courthouse, 1 N. Main Street
London, OH 43140
740-852-2972

To All Interested Agencies, Groups, and Individuals:

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by Madison County.

REQUEST FOR RELEASE OF FUNDS

On or about, but not before, January 6, 2023, Madison County will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following project(s):

Project Name: Madison County FY 2022 CDBG Program
Source of Federal Funds: CDBG funds
Description of the Project: Install 2,150 LF of storm drainage, 14 catch basins and 2 manholes village wide
Single or Multi-Year Project: Single
Location: Midway, Ohio
Estimated Cost of Project: $456,190 in CDBG Critical Infrastructure funds & $21,869 in CDBG Allocation funds

FINDING OF NO SIGNIFICANT IMPACT

Madison County has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) which is available for review in the Madison County Commissioners' Office, Madison County Courthouse, 1 N. Main Street, London, Ohio. The ERR may also be provided upon request electronically via email. Please submit your request by U.S. mail to the address above or by email to sissy.wiseman@co.madison.oh.gov.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to Madison County by U.S. mail or email at the addresses above. All comments received before Close of Business (4:00 pm) on January 5, 2023 will be considered by Madison County prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

Madison County CDBG Program

ENVIRONMENTAL CERTIFICATION

Madison County certifies to the State of Ohio that Christopher Wallace, in his capacity as President of the Madison County Commissioners, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The State of Ohio's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Madison County to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

The State of Ohio will accept objections to its release of funds and Madison County's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) that the certification was not executed by the Certifying Officer of Madison County; (b) Madison County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs not authorized by 24CFR Part 58 before approval of a release of funds by the State of Ohio; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24CFR Part 58, Sec. 58.76) and shall be addressed to Ohio Development Services Agency, Office of Community Development at CDBG@development.ohio.gov. Potential objectors should contact the State of Ohio to verify the actual last day of the objection period.

The name of the certifying official is:

Christopher A. Wallace, President
Madison County Board of Commissioners
Madison County Court House, PO Box 01
London, OH 43140

Signature

Environmental Review Record

Sissy Wiseman

From: whitaker wright <whitakerwright@sbcglobal.net>
Sent: Wednesday, December 7, 2022 2:52 PM
To: Sissy Wiseman
Subject: environmental review documents
Attachments: madison 2022 CDBG Floodplain - RSE.docx; madison 2022 CDBG CE NOI.docx; madison 2022 CDBG EA Case Closed Notice.docx; madison 2022 CDBG EA RROF request for funds.docx; madison 2022 CDBG CE request for funds.docx

Sissy -

The first three documents are the notices to run in the paper. Please ask the newspaper to run all three notices on time on Sunday, December 18th. Keep copies as each one appears in the paper for your files and send copies to me.

The last two documents are the requests for funds. Please ask the Board to approve the requests and have Commissioner Wallace sign off on both documents.

Please do not write in dates. The dates are based on a federal schedule. I will not send the requests to the State until the dates listed on the requests.

I will send the ERR's separately. Call if you or the Board have any questions.

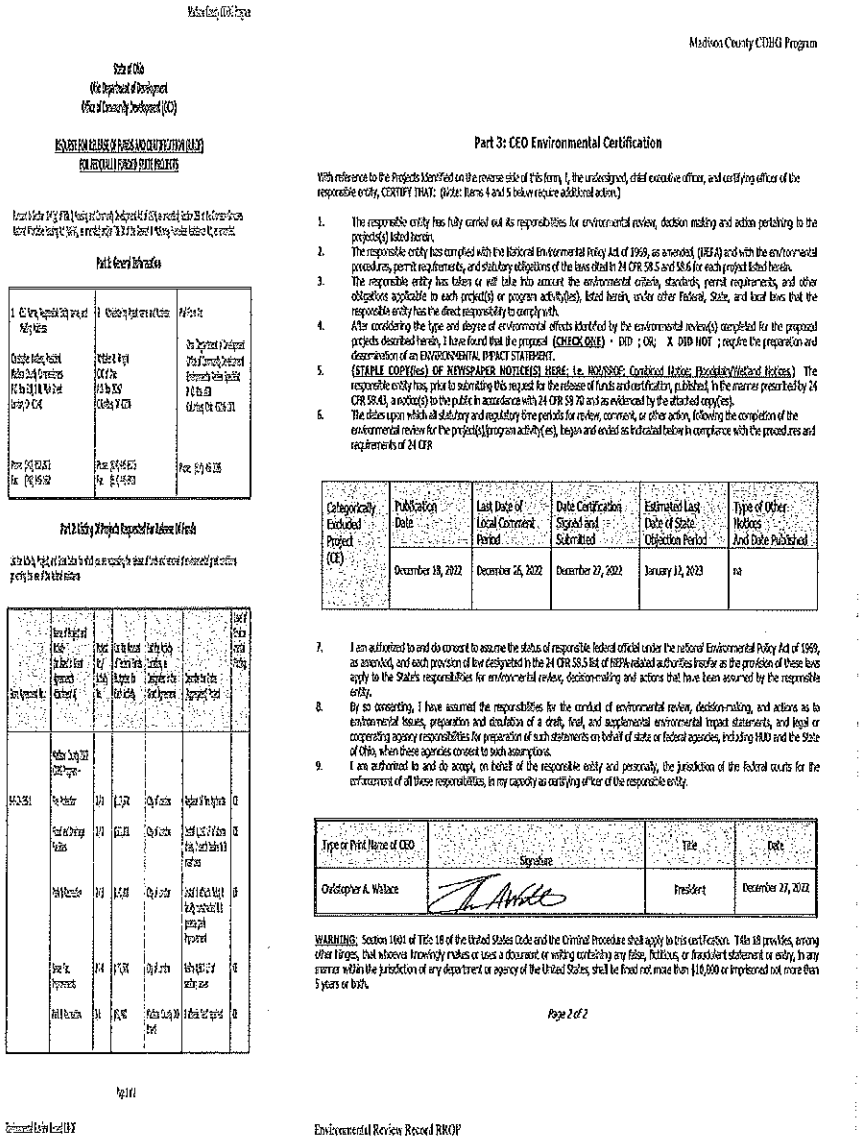
Whitaker

Whitaker W. Wright, Senior Planner
CDC of Ohio, Inc.
Community Development Consultants of Ohio
37255 Rightsell | P.O. Box 02207 | Columbus, Ohio 43202-0207
P. (614) 645-8378 | F. (614) 645-8401 | E. cdcofohio@sbcglobal.net

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

Subject: Release of Funding – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the request of the release of funds and certifications (RROF) for federally funded state projects for the Grant Agreement No. B – F 22 – 1BS – 1.



Madison County CDBG Program

State of Ohio
Ohio Department of Development
Office of Community Development (OCD)

REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (RROF)
FOR FEDERALLY FUNDED STATE PROJECTS

Part 3: CEO Environmental Certification

With reference to the Projects identified on the reverse side of this form, I, the undersigned, chief executive officer, and certifying officer of the responsible entity, CERTIFY THAT: (Note: Items 4 and 5 below require additional action.)

1. The responsible entity has fully carried out its responsibilities for environmental review, decision making and action pertaining to the project(s) listed herein.
2. The responsible entity has complied with the National Environmental Policy Act of 1969, as amended, (NEPA) and with the environmental procedures, permit requirements, and statutory obligations of the laws cited in 24 CFR 58.5 and 58.6 for each project listed herein.
3. The responsible entity has taken or will take into account the environmental criteria, standards, permit requirements, and other obligations applicable to each project(s) or program activity(ies), listed herein, under other Federal, State, and local laws that the responsible entity has the direct responsibility to comply with.
4. After considering the type and degree of environmental effects identified by the environmental review(s) completed for the proposed projects described herein, I have found that the proposal (CHECK ONE) • DID ; OR; X DID NOT ; require the preparation and dissemination of an ENVIRONMENTAL IMPACT STATEMENT.
5. (STAPLE COPY(ies) OF NEWSPAPER NOTICE(S) HERE; i.e. NOI/RROF; Combined Notice; Floodplain/Wetland Notices) The responsible entity has, prior to submitting this request for the release of funds and certification, published, in the manner prescribed by 24 CFR 58.43, a notice(s) to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy(ies).
6. The dates upon which all statutory and regulatory time periods for review, comment, or other action, following the completion of the environmental review for the project(s)/program activity(ies), began and ended as indicated below in compliance with the procedures and requirements of 24 CFR

Categorically Excluded Project (CE)	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices And Date Published
	December 18, 2022	December 26, 2022	December 27, 2022	January 13, 2023	na

7. I am authorized to and do consent to assume the status of responsible federal official under the National Environmental Policy Act of 1969, as amended, and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provision of these laws apply to the State's responsibilities for environmental review, decision-making and actions that have been assumed by the responsible entity.
8. By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and actions as to environmental issues, preparation and circulation of a draft, final, and supplemental environmental impact statements, and legal or cooperating agency responsibilities for preparation of such statements on behalf of state or federal agencies, including HUD and the State of Ohio, when these agencies consent to such assumptions.
9. I am authorized to and do accept, on behalf of the responsible entity and personally, the jurisdiction of the federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Type or Print Name of CEO	Signature	Title	Date
Christopher A. Wallace		President	December 27, 2022

WARNING: Section 1001 of Title 18 of the United States Code and the Criminal Procedure shall apply to this certification. Title 18 provides, among other things, that whoever knowingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned not more than 5 years or both.

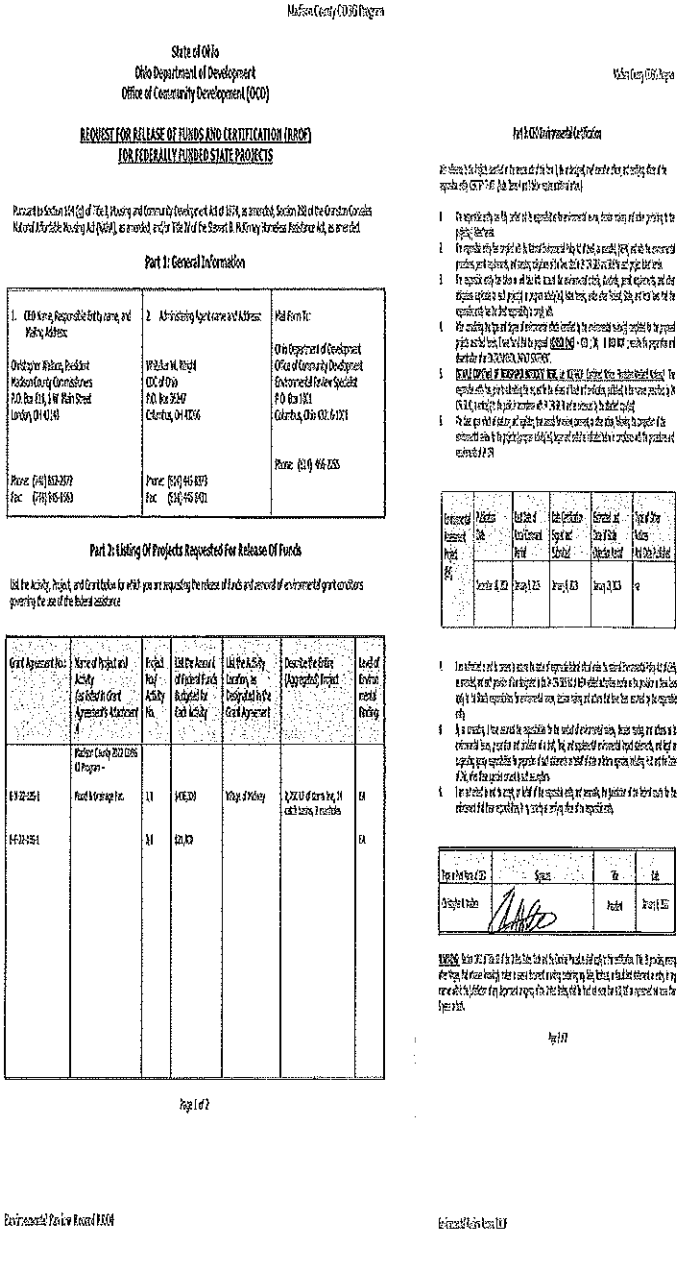
Page 2 of 2

Environmental Review Record RROF

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

Subject: Release of Funding – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the request of the release of funds and certifications (RROF) for federally funded state projects for the Grant Agreement No. B – X - 22 – 1BS – 1 and B – F – 1BS.



Madison County CDBG Program

State of Ohio
Ohio Department of Development
Office of Community Development (OCD)

REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (RROF)
FOR FEDERALLY FUNDED STATE PROJECTS

Pursuant to Section 104 (g) of Title I, Housing and Community Development Act of 1974, as amended, Section 288 of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended, and/or Title III of the Stewart B. McKinney Homeless Assistance Act, as amended.

Part 1: General Information

1. CDBG Name, Responsible Entity name, and Mailing Address:	2. Administering Agent name and Address:	Mail Form To:
		Ohio Department of Development
Christopher Wallace, President	Whitaker M. Wright	Office of Community Development
Madison County Commissioners	CDC of Ohio	Environmental Review Specialist
P.O. Box 183, 1 W. Main Street	P.O. Box 29247	P.O. Box 1001
London, OH 43140	Columbus, OH 43206	Columbus, Ohio 43216-1001
Phone: (740) 852-2597	Phone: (614) 445-8395	Phone: (614) 466-2285
Fax: (740) 845-1580	Fax: (614) 445-8401	

Part 2: Listing Of Projects Requested For Release Of Funds

List the Activity, Project, and Grant Number for which you are requesting the release of funds and removal of environmental grant conditions governing the use of the federal assistance.

Grant Agreement No:	Name of Project and Activity (as listed in Grant Agreement's Attachment I)	Project Map/ Activity No.	List the Amount of Federal Funds Budgeted for Each Activity	List the Activity Location, as Designated in the Grant Agreement	Describe the Entire (Aggregated) Project	Level of Environmental Finding
	Madison County 2022 CDBG Program -					
B-F-22-1BS-1	Mental Health Housing Inc.	1.1	$450,000	Village of Mt Sterling	2,700 SF of storefront, 11 small rooms, 2 restrooms	EA
B-F-22-1BS-1		2.1	$20,000			EA

Madison County CDBG Program

Part 3: CDBG Environmental Certification

On behalf of the Responsible Entity, I certify that the responsible entity has environmental review, decision-making and other program responsibilities under 24 CFR Part 58 and Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended, or Section 288 of the National Affordable Housing Act (NAHA), as amended, and/or Title III of the Stewart B. McKinney Homeless Assistance Act, as amended.

1. The responsible entity has fully carried out the responsibilities for environmental review, decision-making and other program responsibilities set forth in the regulations.
2. The responsible entity has assumed the role of the Federal environmental officials pursuant to the National Environmental Policy Act of 1969, as amended (NEPA), and the other provisions of Federal law listed at 24 CFR 58.5 that further the purposes of NEPA for each activity or project listed in Part 2.
3. The responsible entity has found that the environmental effects of each activity or project listed in Part 2 have been considered and documented in an environmental review record (ERR) that adequately addresses all of the environmental conditions and impacts requiring consideration.
4. The responsible entity has carried out any mitigation measures required by the environmental review(s) completed for the project and has incorporated these measures into the project as conditions of approval. Those conditions, mitigation measures and project changes are clearly specified in the ERR.
5. **[Check ONE box] IS / IS NOT** an EIS **IS / IS NOT** required. If an EIS is required, the responsible entity has received from the Responsible Entity official(s) listed at 24 CFR 58.13 and 58.36 a written determination that the project will not have a significant impact on the quality of the human environment.
6. The dollar amount of the activity or activities, for which funds are requested, including the amount from all sources of funds, is consistent with the project description in Part 2 and the estimated costs set forth in the grant agreement and/or application for assistance.

Environmental Assessment Project	Publication Date	Start Date of Comment Period	End Date of Comment Period	Estimated Date of Start of Activities (Not Earlier Than)	Signature Date (Not Earlier Than)
ERR	November 18, 2022	January 3, 2023	January 17, 2023	January 18, 2023	n/a

7. I am authorized to and consent to assume the status of responsible official under the National Environmental Policy Act of 1969, as amended, and each provision of law designated in 24 CFR 58.5 insofar as the environmental review responsibilities of the responsible entity are concerned, and I am willing to accept the jurisdiction of the Federal courts as provided by the responsible entity.
8. As an authority, I know and am willing to assume the responsibilities for the review, decision-making, and actions with environmental laws, executive orders, and regulations listed, and which are applicable environmental impacts determined, and which are the responsibility of the responsible entity to assume with respect to activities assisted by the HUD programs listed, and I am willing to assume the responsibilities for appropriate follow-up actions with respect to environmental impacts and requirements, including the initiation of any necessary consultations with appropriate individuals and agencies.
9. I am authorized to and do consent, on behalf of the responsible entity and myself, to the assumption of the role of responsible official by the environmental officer of the responsible entity who signs directly below on behalf of the responsible entity.

Signature of Certifying Officer	Signature	Title	Date
Christopher Wallace		President	January 17, 2023

WARNING: Section 1001 of Title 18 of the United States Code makes it a crime for any person knowingly and willfully to make any false or fraudulent statement or to conceal any material fact in any matter within the jurisdiction of any department or agency of the United States. Such false statements are punishable by fine and/or imprisonment for up to five years.

Environmental Review Record (ERR)

Environmental Review Record (ERR)

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

Subject: Grant Agreement – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the PY 2022 Critical Infrastructure State of Ohio CDBG Program Grant Agreement for the following:

State of Ohio
Community Development Block Grant (CDBG) Program
Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and Madison County Board of Commissioners (the "Grantee") for the period September 1, 2022 to October 31, 2024.

Background Information

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.

B. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities in the units of general local government in non-entitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to Grantor an application, which is attached hereto and incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" and collectively as "Projects") and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of $[redacted] (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in Attachment A: Scope of Work and Budget, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment B: Program Requirements, attached hereto, made a part hereof and incorporated herein by reference, with which to be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests, and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period, Grantee shall comply with such instructions and fulfill such requests, to the satisfaction of Grantor. These instructions and requests are to assure the satisfactory completion of the work and are not intended to alter this Agreement.

3. Use of Grant Funds. The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C: Reporting Requirements, which is attached hereto

made a part hereof and incorporated herein by reference, evidencing the costs incurred. All interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment, or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in OCD IM-91: Grant Operations and Financial Management Policy.

5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.

6. Accounting of Grant Funds. Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. Reporting Requirements. Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with OCD IM-91: Grant Operations and Financial Management Policy.

8. Grantee Requirements. Grantee shall comply with Grantor's Program Policy Notices, located online at https://development.ohio.gov/OCDIM.htm, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in Attachment D: Grantee Assurances and Certifications and Attachment E: Local Government Certifications to the State, which are attached hereto and made a part hereof.

9. Records, Access, and Maintenance. Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program, and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. Inspections. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere

unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in 2 CFR 200 Subpart F -- Audit Requirements within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.

12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the

construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

15. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

16. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

17. **Termination**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

18. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section,

Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntary or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **OCD 16-07: Resolving a Potential Conflict of Interest.**

21. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

22. **Adherence to State and Federal Laws, Regulations.**

    a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations

    b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time.** Grantee understands that failure to comply

with the ethics and conflict of interest laws, is grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency, or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than 180 days.

25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC 149.43 and are open to public inspection unless a legal exemption applies.

26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in 2 CFR Part 180 and 2 CFR 2424.

27. **Miscellaneous.**

    a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

    b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

    c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties

with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

ii. In the case of Grantee, to:

Madison County Board of Commissioners
1 N Main St London, OH 43140

f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy.**

g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior

express written consent of Grantor. Additional information found in **OCD 16-01: Responsibility for Grant Administration.**

j. **Permissible Expenses.** If "travel expenses," as defined in **Ohio Administrative Code Section 126-1-02 (the "Expense Rule")**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. **Binding Effect.** Each and all the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee: Madison County Board of Commissioners	**Grantor:** State of Ohio Department of Development
Authorized Official	
Printed Name: Chris Wallace	By:
Title: County Commissioner	Printed Name:
Date: 12-13-2022	Title:
	Date:

FY 2022 Critical Infrastructure

Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Madison County Board of Commissioners
Address	1 N Main St London, OH 43140
County	Madison
Phone	740-852-2972

Grant Information	
CFDA	14.228
FEI Number	31-6400075
Program	Critical Infrastructure
Grant Number	B-X-22-1BS-1
Grant Award	$392,700

Grant Dates	
Award Date	September 1, 2022
Work Completion Date	August 31, 2024
Draw Date	September 30, 2024
Grant Completion Date	October 31, 2024

Project Description

Madison County will assist the Village of Midway with a flood and drainage facilities project. The project will install 2,760 linear feet of storm sewer, 14 catch basins, and 2 manholes. New storm sewer and lines will be installed between Federal Street and Broad Street, and along W. North Street and High Street. These improvements will alleviate flooding and ponding issues on private property throughout the entire village of Midway. This project is qualified via income survey, the service area is the residents of Village of Midway, of which 51.05% are low-to-moderate income. Total project cost is $392,700, the project will use $362,700 of Community Development Block Grant Critical Infrastructure funds, $21,600 in CDBG allocation funds, and $21,600 in local funds.

PY 2022 Critical Infrastructure

Source of Funds

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Madison County CDBG Program	$21,800	Other Federal	C.D. Allocation		
Village of Midway	$21,800	State and Local Funds	Grant		
Grant Funds	$392,700				

Awarded Program Budget

Project Category/Activity Name	Total Cost	CDBG Amount	Other Amount	Source of Other Amount
1-Midway CI Drainage/ 1-Flood & Drainage Facilities	$406,300	$362,700	$43,600	Multiple Sources
2-Midway CI Admin/ 1-General Admin	$30,000	$30,000	$0	
Total Awarded:	$436,300	$392,700	$43,600	

Program Data

Program Location	Beneficiaries	LMI Percent	National Objective
Midway CI Drainage	287	51.22 %	Area Wide Benefit (LMA)

Service Area

Project Name	Activity Qualified	Census Tract Number/ Benefitting Jurisdiction	Block Group Number
1-Midway CI Drainage	Survey	Midway	ALL

Program Outcomes

Program Location	Projected Outcomes
1-Project Flood & Drainage Facilities	14 Culverts / Catch Basins Installed
1-Project Flood & Drainage Facilities	2,750 Linear Feet
1-Project Flood & Drainage Facilities	2 Manholes Installed

Attachment B: Program Requirements

Community Development Block Grant

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days. Failure to do so may result in the cancellation of this Agreement.

2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.

   a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **February 15, 2023,** for all PY 2022 Critical Infrastructure activities that include Community Development Allocation Program Grant Funds and are not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification within three months of the Agreement issuance date for Critical Infrastructure activities that do not include Community Development Allocation Grant Funds. Grantor will provide written notification if Grantee fails to meet the applicable deadline. Failure to meet the applicable deadline may reduce the likelihood Grantor will approve any request for extension or amendment of the Agreement. Failure to meet the applicable deadline will also affect the Grantee's administrative capacity rating, which may impact the Grantee's ability to apply successfully for competitive OCD-funded programs.

3. **Eligible Costs.**

   a. Expenditures may only be made for those activities contained in **Attachment A: Scope of Work and Budget,** which is attached hereto, made a part hereof, and incorporated herein by reference. In no case may an expenditure be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_ocp.htm

   b. Amendments to the Scope of Work must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_ocp.htm. Additional information found in **Program Policy 20-01: Grant Operations and Financial Management Policy**.

   c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.

4. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with **Policy Notice 15-04: Program Income Policy**, incorporated by reference herein.

5. Project Completion Requirements. All projects, as identified in the Scope of Work, must be completed, i.e., work finished, by **August 31, 2024**. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **August 31, 2024**.

6. Drawdown Requests. All drawdown requests from Grantee for the Grant Funds under this Agreement must be received by Grantor by **September 30, 2024**.

7. Closeout Requirements.

   a. Final Performance Reports for Grantee's program, as described in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof, and incorporated herein by reference, must be submitted to Grantor by **October 31, 2024**.

   b. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.

8. Clearance, Conversion, or Acquisition of Dwelling Units. All occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

   A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

   A vacant occupiable dwelling unit is one which meets any of the following criteria:

   a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, **OCD Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook**. The OCD Housing Handbook can be found on the OCD website here: https://development.force.com/OCDTA/s/article/Housing-Handbook

   b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor; or

   c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.

9. Special Condition on Lead Based Paint. The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed $25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created because of the rehabilitation work pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115** or that are within de minims levels at **24 CFR Part 35.1350**. For activities that are covered by this Special Condition, Grantee shall:

a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by 24 CFR35.130 and get a receipt from the occupant that they have received the pamphlet.

b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.

c. Use clearance technicians who are trained by an ODH approved training provider or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.

d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee and furnish such information to Grantor personnel upon request.

e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows Grantor to inspect these records upon request at any time during the three years after completion.

f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.

g. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.

h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.

i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:

   1) That the contractor shall make available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.

   2) That the contractor will do work in a lead-safe manner to protect both workmen and occupants.

3) That the contractor:

   a) Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and

   b) Shall provide such documentation to Grantor personnel upon request.

4) That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with 24 CFR 35.900 to 35.940, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.

5) That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead-safe manner.

6) That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by O.A.C. 3701-32-12.

7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

11. Revolving Loan Funds. The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the application. The grantee is reminded it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OCD's approval of the grantee's waiver request.

12. Expenditure of Funds. CDBG Critical Infrastructure Program Grant Funds must be expended on a pro-rata basis with other private and public funds committed to this project as described in the Scope of Work. Any Allocation funds committed to a Critical Infrastructure project may be expended in full and are not subject to the pro-rata requirement. Grantee must keep appropriate documentation of these expenditures on file to show compliance. Examples are provided in Policy Notice 19-03: Pro-Rata Requirements for Office of Community Development Programs.

13. Universal Identifier and Central Contractor Registration. As a recipient of federal funds, Grantee will be required to maintain an active registration in the System for Award Management (SAM) as required by 2 CFR Part 25. Information on registration is available at www.sam.gov.

PY 2022 Critical Infrastructure

Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below.

1. Grantee shall submit to Grantor a Status Report within 30 days of the request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in 2 CFR 200.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per 2 CFR 200.333. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

Attachment D: Grantee Assurances and Certifications

The following assurances will be contained in this Agreement between the Grantor and Grantee.

Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.

2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons because of assisted activities.

3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.

4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24.

5. It will certify that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75, and will follow the prioritization of effort outlined in §75.19:

    a. Employment and training.

        i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

        ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:

            1. Section 3 workers residing within the service area or the neighborhood of the project, and

            2. Participants in YouthBuild programs.

    b. Contracting

        i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, Grantee shall ensure contracts for work awarded in connection with Section 3 projects are provided to business

concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

2. YouthBuild programs.

6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of §570.486 and 42 U.S. Code § 5304.

7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.

9. It will certify that it has complied with the following criteria related to assessments and fees:

Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs, and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefiting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property, or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public improvement's capital costs.

Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.

b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

Program funds may be used to pay all, or part of special assessments levied against a property

when such assessments are used to recover the capital cost of eligible public improvements financed solely from sources other than CDBG funds, provided that:

a. The assessment represents that property's share of the capital cost of the improvements;

b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements; and

c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

10. It will certify that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601- 3619) and implementing regulations.

11. Its activities concerning lead-based paint will comply with the requirements of 24 CFR 35, subparts A, B, J, K, and R.

12. It will comply with all applicable laws.

13. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts more than $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C.

3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3146), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the

Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

j. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75. Contracts for projects that meet the definition of "Section 3 Project" under 24 CFR 75.3(a)(2) must include language applying the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

k. See §200.323 Procurement of recovered materials.

l. See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

m. See §200.322 Domestic preferences for procurements.

Attachment E: Local Government Certifications to the State

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons because of activities assisted with such amounts.

2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.

3. It is following a detailed citizen participation plan which:

   a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 108 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;

   b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;

   c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;

   d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;

4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).

5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in

nondefined civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act)

6 The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:

a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;

b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Sissy Wiseman

From: Wallace Wright <WallaceWright@OhioMail.net>
Sent: Wednesday, December 7, 2022 2:23 PM
To: Sissy Wiseman
Subject: re: review of abatement documents
Attachments: resolution 2022-0095 Board Packet - Abatement.docx, resolution 2022-0096 Abatement Extension.docx, resolution 2022-0097 Abatement Contractor Withdrawal.docx, resolution 2022-0098 Abatement Request for Withdrawal.docx, resolution 2022-0099 Abatement Request for Withdrawal.docx

Sissy-

The first three documents are the resolutions in the packet. Please add these to the packet and have these resolutions on file on Tuesday, December 13th. Keep copies in each one appears in the packet for your files and send copies to me.

The last two documents are the requests for refunds. Please add to the Board to approve the requests and have Commissioners Wallace sign off on both documents.

Please do not write in dates. The dates are based on a Board schedule. I will not send the requests to the State until the dates listed on the requests.

I will send the ERRA requests tip. Call if you or the Board have any questions.

Wallace

Wallace W. Wright, Senior Planner
OEC of Ohio, Inc.
Community Development Consultants of Ohio
1255 High Street | P.O. Box 00000 | Columbus, Ohio 00000-0000
P. XXX.555.0000 x 1 | F. 000.555.0000 | E. wallace@oecofohio.com

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

Subject: Satisfaction of Mortgage – Approved – Developmental Disabilities

Mr. Forrest moved to approve the satisfaction of mortgages for the following:

Madison County

SATISFACTION OF MORTGAGE

IT IS HEREBY CERTIFIED, that all terms and conditions of the Mortgage Deed between Madison Community Housing and Madison County, for the property at [illegible], London, Ohio, (Parcel No. 04-0064.000), Filed October 1, 2021, and recorded in Book 385, Pages [illegible] - [illegible] (Instrument No. 202100005858), of the Madison County Official Records, has been fully satisfied and the same is hereby cancelled and released, and the Recorder is authorized to discharge the same of record.

IN WITNESS WHEREOF, Madison County has caused this instrument to be signed by the Madison County Commissioners this 15th day of December, 20 22.

In the Presence of Witnesses:

President
Madison County Commissioners

Instrument prepared by: CDC of Ohio, 117 S. High Street, Columbus, OH

Madison County Satisfaction of Mortgage

Madison County

SATISFACTION OF MORTGAGE

IT IS HEREBY CERTIFIED, that all terms and conditions of the Mortgage Deed between Madison Community Housing and Madison County, for the property at 7960 US 42, London, Ohio, (Parcel No. 04-0064.000), Filed November 9, 2021, and recorded in Book 385, Pages 356 - 359 (Instrument No. 202100005858), of the Madison County Official Records, has been fully satisfied and the same is hereby cancelled and released, and the Recorder is authorized to discharge the same of record.

IN WITNESS WHEREOF, Madison County has caused this instrument to be signed by the Madison County Commissioners this 15 day of December, 20 22.

In the Presence of Witnesses:

President
Madison County Commissioners

Instrument prepared by: CDC of Ohio, 117 S. High Street, Columbus, OH

Madison County Satisfaction of Mortgage

Madison County

SATISFACTION OF MORTGAGE

THIS IS TO CERTIFY, that all terms and conditions of the Mortgage Deed between Madison Community Housing and Madison County, for the property at 2963 US 42, London, Ohio, (Parcel No. 68-00544.000), filed March 18, 2009, and recorded in Book 245, Pages 1630 – 1633 (Instrument No. 200900091211), of the Madison County Official Records, has been fully satisfied and the same is hereby cancelled and released, and the Recorder is authorized to discharge the same of record.

IN WITNESS WHEREOF, Madison County has caused this instrument to be signed by the Madison County Commissioners, this 13th day of December, 20 23

In the Presence of 2 Witnesses:

President
Madison County Commissioners

Instrument prepared by: CDC of Ohio, 1016 S. High Street, Columbus, OH

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

Subject: Petition for Annexation – Accepted – West Jefferson

Mr. Forrest moved to accept the type two petition for Annexation for the following:

To the Village of West Jefferson of 0.873 acres more or less from Jefferson Township.

Petition

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)
TO THE VILLAGE OF WEST JEFFERSON OF 0.873 ACRES, MORE OF LESS,
FROM JEFFERSON TOWNSHIP

TO THE BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, OHIO

The undersigned, petitioner in the premises, and being the SOLE OWNER OF REAL ESTATE in the territory described, consisting of 0.873 acres, more or less, with a total length of the annexation perimeter of 859.36 feet, more or less, in the Township of Jefferson, which area is contiguous along 859.36 feet, or 100% 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 the annexation.

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

In support of said Petition, the petitioner states that they are the SOLE OWNER OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioner, 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 THE 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."

CP WEST JEFFERSON LLC,
an Ohio limited liability company
By: Casto Partners LLC,
an Ohio limited liability company,
its Manager

By: _____
Name: Anthony A. Martin
Title: Member of Management Committee

DATE: 11/29/2022

Address:
250 Civic Center Drive, Ste. 500
Columbus, OH 43215

Description

ANNEXATION OF 0.873 ACRE

FROM: TOWNSHIP OF JEFFERSON

TO: VILLAGE OF WEST JEFFERSON

Situated in the State of Ohio, County of Madison, Township of Jefferson, lying in Virginia Military District Survey Number 6971, being all of that find 0.876 acre tract conveyed to CP West Jefferson, LLC by deed of record in Official Record 404, Page 1113, (all references refer to the records of the Recorder's Office, Madison County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the intersection of the centerline of State Route 29 with the centerline of Relocated Byerly Road, as defined by Ohio Department of Transportation Right-of-Way Plan MAD-70-6.25, being in the line common to that 0.316 acre tract conveyed as Parcel 40WD to State of Ohio by deed of record in Deed Book 181, Page 164 and that 0.317 acre tract conveyed as Parcel 45-AWD to State of Ohio by deed of record in Deed Book 190, Page 104;

Thence South 63° 10' 27" East, with the centerline of State Route 29, as defined by Ohio Department of Transportation Right-of-Way Plan MAD-70-6.25, a distance of 174.89 feet to a point at the common corner of said 0.316, 0.317 and 0.876 acre tracts, in the existing Village of West Jefferson corporation line as established by Resolution Number 08-035, of record in Official Record 241, Page 2658, being an angle point in said corporation line as established by Resolution Number 08-062, of record in Official Record 244, Page 777, and being the TRUE POINT OF BEGINNING;

Thence South 63° 10' 27" East, with the centerline of State Route 29, as defined by Ohio Department of Transportation Right-of-Way Plan S.H. 188-Section A, the northeasterly line of said 0.876 acre tract, and said existing Village of West Jefferson corporation line (Res. 08-062), a distance of 41.21 feet to the northeasterly corner of said 0.876 acre tract, being an angle point in the existing Village of West Jefferson corporation line as established by Resolution Number 08-034, of record in Official Record 241, Page 2646;

Thence South 27° 06' 18" West, with the southeasterly line of said 0.876 acre tract, with said existing Village of West Jefferson corporation line (Res. 08-034) and that portion of said existing Village of West Jefferson corporation line established by Ordinance Number 07-044, of record in Official Record 232, Page 1896, a distance of 220.32 feet to the southernmost corner of said 0.876 acre tract;

Thence North 62° 34' 38" West, with the southwesterly line of said 0.876 acre tract, continuing with said existing Village of West Jefferson corporation line (Res. 08-034), a distance of 241.90 feet to a point in the southeasterly right-of-way line of said Relocated Byerly Road, being the existing Village of West Jefferson corporation line (Res. 08-035);

Thence North 48° 33' 24" East, with said southeasterly right-of-way line, the northwesterly line of said 0.876 acre tract, and said existing Village of West Jefferson corporation line (Res. 08-035), a distance of 180.30 feet to a point in the southerly line of line of said 0.316 acre tract, at the right-of-way intersection of said southeasterly right-of-way line with the southwesterly right-of-way line of said State Route 29 (MAD-70-6.25);

Thence South 67° 25' 40" East, with said southwesterly right-of-way line, the line common to said 0.316 and 0.876 acre tracts, continuing with said existing Village of West Jefferson corporation line (Res. 08-035), a distance of 135.37 feet to the southeasterly corner of said 0.316 acre tract;

Thence North 26° 49' 14" East, continuing with said common line, said existing Village of West Jefferson corporation line (Res. 08-035), partially with said southwesterly right-of-way line and thereafter across the right-of-way of said State Route 29, a distance of 40.26 feet the TRUE POINT OF BEGINNING, containing 0.873 acre, more or less.

STATE OF OHIO
HEATHER L. KING
8-8307
REGISTERED PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.

11/18/22

Heather L. King
Professional Surveyor No. 8307

Date

HLK: ap
0_873 ac 20210670-VS-LEGL-ANNX-01.docx

B

EXHIBIT C - ADJACENT PROPERTY OWNERS

Subject Parcel:
08-00344.000
5055 SR 29

Adjacent Parcels:

1. Parcel No. 10-02033.000
   Byerly Mill Road
   CP West Jefferson LLC
   % Casto
   250 Civic Center Dr., Ste. 500
   Columbus, OH 43215

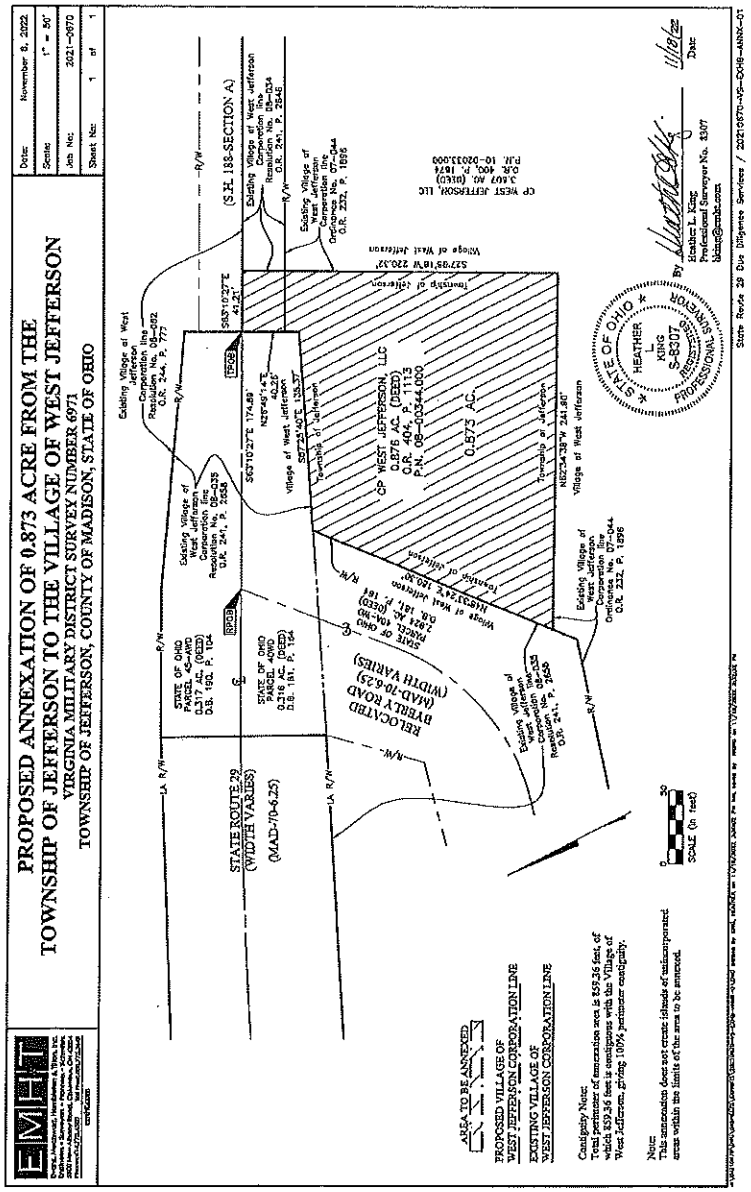
2. Parcel No. 16-00005.000
   Byerly Mill Road
   CP West Jefferson LLC
   % Casto
   250 Civic Center Dr., Ste. 500
   Columbus, OH 43215

3. Parcel No. 16-00003.000
   Byerly Mill Road
   CP West Jefferson LLC
   % Casto
   250 Civic Center Dr., Ste. 500
   Columbus, OH 43215

4. Parcel No. 16-00010.000
   5160 SR 29
   Huntington National Bank Trustee
   7 Easton Oval EA4C83
   Columbus, OH 43219

5. Parcel No. 16-00007.000
   Byerly Mill Road
   Madison County Commissioners
   One North Main St.
   London, OH 43140

Map



A

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

Subject: Resolution – Approved – Intervention Oak Run Solar Project

Mr. Forrest moved to set Madison County Commissioners up for Intervention for the Oak Run Solar Project.

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

Subject: Resolution Rescind – Approved – Intervention Oak Run Solar Project

Dr. Xenikis moved to rescind the resolution that Mr. Forrest voted on for Intervention of the Oak Run Solar Project.

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

Subject: Resolution – Approved – Intervention Oak Run Solar Project

Dr. Xenikis moved to set Madison County Commissioners up for Intervention for the Oak Run Solar Project.

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

Subject: Appointment – Approved – Ohio Children's Trust Fund

Mr. Forrest moved according to ORC 3109.172 to approve the appointment of David Dhume to the following board:

The Ohio Children's Trust Fund for the prevention specialist to the child abuse and child neglect regional prevention council.

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

Chris Wallace Mark Forrest Dr. Tony Xenikis

ATTEST: _____

Subject: Resolution – Approved – Intervention Oak Run Solar Project

Mr. Forrest moved to set Madison County Commissioners up for Intervention for the Oak Run Solar Project.

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

Subject: Resolution Rescind – Approved – Intervention Oak Run Solar Project

Dr. Xenikis moved to rescind the resolution that Mr. Forrest voted on for Intervention of the Oak Run Solar Project.

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

Subject: Resolution – Approved – Intervention Oak Run Solar Project

Dr. Xenikis moved to set Madison County Commissioners up for Intervention for the Oak Run Solar Project.

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

Subject: Appointment – Approved – Ohio Children's Trust Fund

Mr. Forrest moved according to ORC 3109.172 to approve the appointment of David Dhume to the following board:

The Ohio Children's Trust Fund for the prevention specialist to the child abuse and child neglect regional prevention council.

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

Chris Wallace

Mark Forrest

Dr. Tony Xenikis

ATTEST: Katie Evans