

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 – Probate

Mr. Forrest moved per the request of Chris Brown, Probate Judge, to approve the budget revision for the following:

Decrease: Technology Fund Grant (2047-B400-5-0045) in the amount of \$5,660.00.

Increase: Prob/Juv Computer Expense (2047-B400-5-0046) in the amount of \$5,660.00.

MADISON COUNTY PROBATE AND JUVENILE COURT
1 NORTH MAIN, ROOM 105
LONDON, OHIO 43140

Christopher J. Brown, Judge

December 19, 2022

Mr. Tony Xenikis
Mr. Mr. Mark Forrest
Mr. Chris Wallace
Board of Commissioners
Madison County Courthouse
London, Ohio 43140

Dear Board of Commissioners:

Please authorize the decrease of appropriation in the amount of \$5,660.00 from the Technology Fund Grant account #2047-B400-50045 and increase the appropriations in the amount of \$5,660.00 to the Prob/Juv computer Expense account #2047-B400-50046.

Thank you for your assistance in this matter.

Sincerely,



Christopher J. Brown, Judge

2022 DEC 19 5 11 PM
10-11-22 10:11:11 AM

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 – Family Council

Mr. Forrest moved per the request of Sherry Baldwin, Family Council Fiscal Officer, to approve the budget revision for the following:

Decrease: Salary (7050-T892-5-0020) in the amount of \$15,000.00.

Increase: Health Insurance (7050-T892-5-0100) in the amount of \$15,000.00.



Strengthening Families Through Community Collaboration

December 19, 2022

Madison County Auditor
1 North Main St.
London, Ohio 43140

To Whom It May Concern:

I request that the following budget revision be made:

For account 7050-0000-11010,
Please decrease Salary Line item 7050-T892-50020 by \$15,000.00.
Please increase Health Insurance line item 7050-T892-50100 by \$15,000.00 to correct negative balance in line item.

Respectfully
Sherry R. Baldwin

Sherry R. Baldwin
Fiscal Operations
Madison County Dept. of
Family and Children

Cc: Madison County Commissioners

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 – Sanitary Sewer

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

Decrease: MCSF Health Ins (6020-P400-5-0100) in the amount of \$29,150.00.

Increase: MCSF Salary (6020-P400-5-0020) in the amount of \$29,000.00.

Increase: MCSF Life Ins (6020-P400-5-0103) in the amount of \$150.00.

Decrease: SSD # 1 Contract Services (6040-P000-5-0140) in the amount of \$3,600.00.

Increase: SSD #1 Utilities (6040-P000-5-0802) in the amount of \$3,600.00.



MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

December 19, 2022

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

I am requesting your approval to make the following changes to the 2022 Madison County Salary Fund and Sanitary Sewer District #1 Fund:

Increase (6020-P400-50020) MCSF: Salary by \$29,000.00
Increase (6020-P400-50103) MCSF: Life Ins by \$150.00
Decrease (6020-P400-50100) MCSF: Health Ins by \$29,150.00

Increase (6040-P000-50802) SSD#1: Utilities by \$3,600.00
Decrease (6040-P000-50140) SSD#1: Contract Services by \$3,600.00

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Slane

RS:mmp

MADISON COUNTY COMMISSIONERS

Approved: _____
Disapproved: _____
Date: 12-20-2022

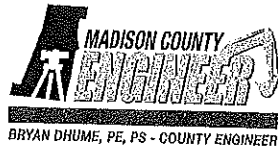
2022 DEC 19 PM 1:20

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: Road Health Ins. (2000-K100-0100) in the amount of \$2,025.00.
Increase: Health Insurance (2000-K100-0100) in the amount of \$750.00.
Increase: Workers Comp (2000-K100-0506) in the amount of \$1,275.00.



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

Dec. 20, 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-K000-0100) Health insurance	\$ 750.00
Increase (2000-K100-0506) Workers Comp	\$ 1,275.00
Decrease (2000-K100-0100) Road Health Ins	\$ 2,025.00

Adjusted Beginning balances will be as indicated as below:

(2000-K000-0100) Health insurance	\$ 71,908.20
(2000-K100-0506) Workers Comp	\$ 19,789.45
(2000-K100-0100) Road Health Ins	\$ 331,228.12

Thank you for your cooperation in these necessary changes.

Sincerely,

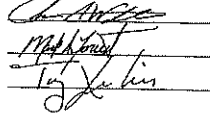

Bryan D. Dhume, PE, PS

MADISON COUNTY COMMISSIONERS

Approved:

Disapproved:

Date: 12-30-2022

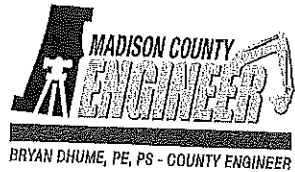


Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, and Dr. Xenikis, yes.

Subject: Wire Transfer -- Approved -- Engineer

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

Wire Transfer: \$156,138.00 to Ritchie Bros.- To purchase a 2017 Cat 336F Tracked Excavator.



825 US 42 NE
LONDON, OHIO 43140
T: 740-862-9404 | F: 740-862-9530

Dec. 19, 2022

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

Re: Budget Transfers 2022

Gentlemen:

I am requesting your approval to make the following wire transfer out of my 2022 Gas Tax Budget:

Wire transfer \$156,138.00 to Ritchie Bros.

This is for the purchase of a 2017 Cat 336F Tracked Excavator, purchased from Ritchie Bros Auctioneers. The money was wired on Dec. 14 2022 from the Treasurer's Office through the Huntington Bank.

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

Approved: ✓

Disapproved: _____

Date: 12-20-22

MADISON COUNTY COMMISSIONERS

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 – Juvenile

Mr. Forrest moved per the request of Chris Brown, Juvenile Judge, to approve the appropriation per unappropriated funds for the following:

Appropriate: Felony Delinquent Care & Custody (7080-T800-5-0046) in the amount of \$2,000.00.

MADISON COUNTY JUVENILE COURT

1 North Main Street
London, Ohio 43140
Telephone: (740) 852-0700 | Facsimile: (740) 859-7154

CHRISTOPHER J. BROWN, JUDGE

Dr. Tony Xenikis
Mr. Chris Wallace
Mr. Mark Forrest
Board of Commissioners
Madison County Courthouse
London, Ohio 43140

RE: FUNDS APPROPRIATION

Dear Board of Commissioners:

Please authorize the appropriation of \$2,000.00 from the Felony Delinquent Care & Custody Cash Account into the Other Expenses Account 7080-T800-50046.

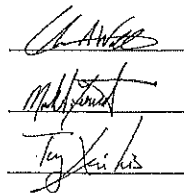
Thank you for your assistance in this matter.

Sincerely,



Christopher J. Brown, Judge

Commissioners' Approval:



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:

Commissioners Transfers (1000-A01A-5-0049) in the amount of \$9,037.50.

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

Subject: Transfers – Approved – Sanitary Sewer

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

Transfer from: Commissioners Transfers (1000-A01A-5-0049) in the amount of \$9,037.50.

Transfer to: Water Development (2054-4-0200) in the amount of \$4,947.50.

Transfer to: Somerford Sewer Project (6065-40400) in the amount of \$4,090.00.



MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

December 19, 2022

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

Attached is a transfer request and copies of invoices from IDI in the amount of \$9,037.50 for services rendered for the Madison County Projects and the Somerford Sewer Project.

In the Water Development fund there isn't enough funds to cover the invoice in the amount of \$4,947.50. Would you please transfer the necessary funds into the Water Development Fund (2054-40200)?

Also in the Somerford Sewer Project Fund there isn't enough funds to cover the invoice in the amount of \$4,090.00. Would you please transfer the necessary funds in the Somerford Sewer Fund (6065-40400)?

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Slane
Madison County Administrator

RS:amp

Approved: _____

Disapproved: _____

Date: 12.20.2022

MADISON COUNTY COMMISSIONERS

[Signatures]

DEC 19 11:24

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

Subject: Transfers –Approved – Family Council

Mr. Forrest moved per the request of Sherry Baldwin, Family Council Fiscal Officer, to approve the transfer requests for the following:

Transfer from: Family Services Contract Services (7049-T891-5-0140) in the amount of \$1,059.59.

Transfer to: Department (7048-0000-4-0400) in the amount of \$1,059.59.

Transfer from: Early Head Start Contract Services (7050-T892-5-040) in the amount of \$1,236.09.

Transfer to: Department (7048-0000-4-0400) in the amount of \$1,236.09.

Transfer from: Early Head Start Contract Services (7050-T892-5-0140) in the amount of \$4,591.70.

Transfer to: Department (7048-0000-4-0400) in the amount of \$4,591.70.

Transfer from: Dept GRF Part C (7052-T893-5-0140) in the amount of \$3,360.10.

Transfer to: Department (7048-0000-4-0400) in the amount of \$3,360.10.

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$4,390.00.

Transfer to: Department (7048-0000-0400)) in the amount of \$4,390.00.

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$4,557.00.

Transfer to: Family Services (7049-0000-4-0400) in the amount of \$4,557.00.

Transfer from: Council FCSS Contract Services Contract Services (7047-T890-5-0140) in the amount of \$4,521.70.

Transfer to: Department FCSS (7055-0000-4-0400)) in the amount of \$4,521.70.

Transfer from: Dept. FCSS Contract Services (7055-T894-5-0140) in the amount of \$4,590.95.

Transfer to: Family Services (7049-0000-4-0400) in the amount of \$4,590.95.

Note – On the bolded transfer request above the original dollar amount changed to \$4,590.95 only. Since the original dollar amount was reduced it doesn't need approval from the Commissioners.

Transfer from: HMG Home Visiting Contract Services (7051-T893-5-0140) in the amount of \$2,823.33.

Transfer to: Department (7048-0000-4-0400) in the amount of \$2,823.33.

Transfer from: Prevention Contract Services (7062-T897-5-0140) in the amount of \$2,524.93.

Transfer to: Department (7048-0000-4-0400) in the amount of \$2,524.93.

Department: Madison County Dept Family and Children
 Date: 12/20/22

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From: Family Council 7040 Contract Services 7040 -1890 -5010
 To: Department 7048 Revenue Account 7048 -0000 -0000
 Fund Name Fund # Account Name Account Number

Transfer WRSD December and January amount Amount: \$ 4,350.00

From: Council SFSC 7049 Contract Services 7049 -1890 -5010

To: Family Services 7049 Revenue Account 7049 -0000 -0000
 Fund Name Fund # Account Name Account Number

Transfer October SFSC Reimbursement Amount: \$ 4,657.00

From: Council FCSS 7047 Contract Services 7047 -1890 -5010

To: Department FCSS 7055 Revenue Account 7055 -0000 -0000
 Fund Name Fund # Account Name Account Number

Transfer October FCSS reimbursement to Dept. Amount: \$ 4,621.70

From: Dept. FCSS 7055 Contract Services 7055 -1890 -5010

To: Family Services 7049 Revenue Account 7049 -0000 -0000
 Fund Name Fund # Account Name Account Number

Transfer July & October living to month Amount: \$ 9,112.65

Reason for Request:
 Transfer living to accounts which allow for expenditures for provision of direct services

Total \$ 22,591.35

Roll call vote resulted as follows:
 cc: Auditor
 Originator
 Originator File
 Transfer File
 Tony Zwick
 Mark Formel
 Chris Wilson
 C.I. Page
 Date: 12/20/22

Approval is available, and free of prior encumbrances (including fiscal process orders)

Revised 12/19/2022

Department: Madison County Dept Family and Children
 Date: 12/20/22

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From: Family Services 7049 Contract Services 7049 -1890 -5010
 To: Department 7048 Revenue Account 7048 -0000 -0000
 Fund Name Fund # Account Name Account Number

Transfer reimb. for Overhead June-October Amount: \$ 1,858.60

From: Early Head Start 7050 Contract Services 7050 -1890 -5010

To: Department 7048 Revenue Account 7048 -0000 -0000
 Fund Name Fund # Account Name Account Number

Transfer reimb. for Overhead June-Oct Amount: \$ 1,238.09

From: Early Head Start 7050 Contract Services 7050 -1890 -5010

To: Department 7048 Revenue Account 7048 -0000 -0000
 Fund Name Fund # Account Name Account Number

Reimb. Overhead for staff June-Oct Amount: \$ 4,591.70

From: Dept GRF Part C 7052 Contract Services 7052 -1890 -5010

To: Department 7048 Revenue Account 7048 -0000 -0000
 Fund Name Fund # Account Name Account Number

Transfer Fiscal Salary Fringe and Overhead Amount: \$ 3,350.10

Reason for Request:
 Transfer living to accounts which allow for expenditures for provision of direct services.

Total \$ 10,217.48

Roll call vote resulted as follows:
 cc: Auditor
 Originator
 Originator File
 Transfer File
 Tony Zwick
 Mark Formel
 Chris Wilson
 C.I. Page
 Date: 12/20/22

Approval is available, and free of prior encumbrances (including fiscal process orders)

Revised 12/19/2022

Department: Madison County Dept Family and Children
 Date: 12/20/2022
 Resolution Re: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

From:	7040	Contract Services	4922014	7040	-7890	-50140
To:	7048	Revenue Account	4922122	7048	-4000	45400
Transfer MFRB December and January allocat Amount: \$ 4,390.00						
From:	7046	Contract Services	492207048	-7890	-50140	
To:	7049	Revenue Account	492212049	-4000	40400	
Transfer October SFSC Reimbursement Amount: \$ 4,667.00						
From:	7047	Contract Services	4922009	7047	-7890	-50140
To:	7035	Revenue Account	55724132	7035	-4000	40400
Transfer October FCSS reimbursement to Dept. Amount: \$ 4,521.70						
From:	7055	Contract Services	5532007	7055	-7894	-50140
To:	7049	Revenue Account	492212049	-4000	40400	
Transfer July & October funding to reimb. Amount: \$ -0.00 + 4590.95						

Reason for Request:
 Transfer funding to accounts which allow for expenditures for provision of direct services.

Totals: \$ 24,681.35

Roll call vote resulted as follows:
 cc: Auditor
 Originator
 Originator Fla
 Transfer Fla
 Tony Xenikis
 Mark Forrest
 Chris Wallace
 G.A. _____ Page _____
 Date: _____

Approved 12/19/2022

Department: Madison County Dept Family and Children
 Date: 12/20/2022
 Resolution Re: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Family Council	7040	Contract Services	4922014	7040	-7890	-50140
To:	Department	7048	Revenue Account	4922122	7048	-4000	45400
Transfer MFRB December and January allocat Amount: \$ 4,390.00							
From:	Council SFSC	7046	Contract Services	492207048	-7890	-50140	
To:	Family Services	7049	Revenue Account	492212049	-4000	40400	
Transfer October SFSC Reimbursement Amount: \$ 4,667.00							
From:	Council FCSS	7047	Contract Services	4922009	7047	-7890	-50140
To:	Department FCSS	7035	Revenue Account	55724132	7035	-4000	40400
Transfer October FCSS reimbursement to Dept. Amount: \$ 4,521.70							
From:	Dept. FCSS	7055	Contract Services	5532007	7055	-7894	-50140
To:	Family Services	7049	Revenue Account	492212049	-4000	40400	
Transfer July & October funding to reimb. Amount: \$ -0.00 + 4590.95							

Reason for Request:
 Transfer funding to accounts which allow for expenditures for provision of direct services.

Totals: \$ 24,681.35

Roll call vote resulted as follows:
 cc: Auditor
 Originator
 Originator Fla
 Transfer Fla
 Tony Xenikis
 Mark Forrest
 Chris Wallace
 G.A. _____ Page _____
 Date: _____

Approved 12/19/2022

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

Subject: Create New Expense Line – Approved – General Fund

Mr. Forrest moved to authorize to create a new expense line in the General Fund for the Board of Elections and be funded out of residual funds.

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 – Sublease & Rentals

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

Appropriate: Sublease & Rentals (1000-A15A-5-0512) in the amount of \$2,500.00.

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 – Sublease & Rentals

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

Increase: Sublease & Rentals (1000-A15A-5-0512) in the amount of \$2,500.00 PO # 2872.

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

Subject: Contract– Approved – Job & Family Services

Mr. Forrest moved per the request of Robin Bruno, Job & Family Services Director, to approve the contract between Madison County Department of Job & Family Services and Fischel, Downey, Albrecht & Ripenenhoff, LLP Attorneys at Law for the purchase of the required services or products that are in accordance with the contract below:

WADSWORTH COUNTY DEPARTMENT OF KID AND FAMILY SERVICES
CONTRACT

This contract is entered into on December 11, 2002, between the Madison County Department of Kid and Family Services, 200 W. 4th St., London, KY 40301 and Public Company Accountants & Consultants, LLC, Attention: Mr. Tom, 1775 Walnut Parkway, Suite 200, New Albany, KY 40056, for the purpose of providing services as provided for in accordance with the contract, which is set forth in the exhibit below:

The Agency will perform services in assisting WADSWORTH in ways be instructed by WADSWORTH, including but not limited to the following: (1) to carry out their human resource management, (2) to provide administrative, labor relations programs and other services. Such services to WADSWORTH include:

- To provide necessary training, research, and analysis with respect to the specific problems that develop in matters that come before WADSWORTH and to advise and/or represent WADSWORTH in matters so directed by WADSWORTH.
- To advise WADSWORTH as to the implications of both economic and non-economic issues related to both formal and informal bargaining activities, along with the implications of the existing personnel systems and collective bargaining agreements, if any.
- To advise WADSWORTH and participate in both formal and informal bargaining sessions with the representatives of the union or employee organizations that may represent employees with WADSWORTH.
- To provide any other necessary representation to WADSWORTH management personnel and related officials from, during and after specified periods and, at the request of WADSWORTH, in other matters relating to WADSWORTH labor relations program of service, as may be directed.

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

WITNESSETH:

WHEREAS, WADSWORTH is desirous of securing the services of the Attorney to advise and represent WADSWORTH in matters of human resource management, and service, and labor relations issues, labor relations and negotiations, and such other and further matters that may arise or come before WADSWORTH; and

WHEREAS, the results of the discussion regarding such matters have a very significant fiscal and operational impact on WADSWORTH; and

WHEREAS, WADSWORTH has determined that certain legal, technical, and professional

assistance will enable them to participate more effectively in these processes; and

WHEREAS, Public Company Accountants & Consultants, LLC is prepared and willing to perform the above services, which is set forth in an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Kid and Family Services in the administration of the family services program. This Contract is not intended to establish a sub recipient or sub grant relationship as those terms are defined in either 2 CFR 200 or in the federal grant's management "common rule".

Article 2 - Scope of Services/Performance

A. Agency Responsibility - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency meets all fiscal obligations from the Agency. The Agency agrees that such services are not to be considered as a sub grant or sub recipient as those terms are defined in either 2 CFR 200 or in the federal grant's management "common rule".

B. Contractor Responsibility - The Contractor will furnish all of the required services as provided in accordance with the project's response to the RFP, including all appendices and attachments, as a part of this contract by reference and made part hereof.

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor per the amount billed:

- Hourly rate of \$100.00 for all time expended by Attorney on behalf of WADSWORTH

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

- Contractor's name as it appears on the Contract and Purchase Order;
- Address where work will be performed, a residential address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order, and
- The vendor number (Federal Acquisition ID).

Vendor invoices are due Agency's next payment for any services included hereon that 30 days after the end of the billing period. In addition, vendor invoices must be Agency's next payment for any goods or services included after 15 days.

The Agency Fiscal Department has the final authority to determine whether an invoice is needed timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For a maximum needed timely and in accordance with the terms of this Contract, Agency will make payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over whether Madison County history actually makes payment on a particular invoice.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4 - Jurisdiction of Contract

Agency represents that it:

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

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

If funds are not appropriated and available for the performance of the goods or services

provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of Contract

A. This Contract will be effective from January 1, 2023, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through December 31, 2023, inclusive, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Madison County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Extension of Contract

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

Article 7 - Amendment of Contract

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

Article 8 - Termination

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

B. Notwithstanding Article 5.A. of this Contract, Agency may terminate this Contract in its entirety upon delivery of written notice to Contractor if Agency has determined any irregularities on the part of Contractor, any violation by Contractor of Article 5 of this Contract, or loss of bonding as stated in Article 6 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontract related to such terminated activities, take all necessary steps to finish all contracts and to be in a ready state, and furnish report and the day of receipt of the notice of termination, describing the status of all work under the Contract, including without limitation, results, surveys, studies, conclusions reached, and other such information as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination or suspension, which will be payable by Agency on the date set forth in Article 7, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the Contractor shall be held by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. If Agency or Contractor fails to perform an obligation or obligation under this Contract and thereafter such obligation is performed by the other party, such worker is entitled to the full amount of payment and shall be deemed to have performed the same. Written by Agency is not effective when it is written by the Agency Director.

When party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties hereto agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed in this Contract for any reason, such services as the Contractor has provided up to the date of termination, or of its inability to continue the terms of this Contract, shall be eligible to be billed and paid per the provisions of Article 7 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work

requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

Article 9 - Administrative Remedies for Violations

Upon violation or breach of any contract provision, Agency may exercise any administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate State or Federal audits directly related to the provisions of the Contract. Contractor agrees to reimburse Agency the full amount of payment received for services provided under the Contract to consumers that do not meet the eligibility requirements. Contractor agrees to reimburse Agency the full amount of payment received for services not covered by the Contract. Contractor agrees to reimburse Agency the full amount of payment received for duplicate billing, erroneous billing, deception claims, or falsification.

Article 10 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention

which may occur as a result of non-performance by services or delivery of services rendered thereon.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, provisions of the Internal Revenue Code, Ohio Labor, Worker Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contract period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 14 - Intellectual Property/Contractor Data

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will release Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder for any and all claims for injury, damages, or loss of profits, or for any judgments or settlements for patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any fees or claims to be filed or prosecuted against the County of Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the persons making the labor or services and charge the amount of the payment against the contractor or to become due Contractor by reason of this Contract.

B. Contractor agrees to have all direct expenses complete a Critical Path report, Bureau of Motor Vehicle Report, and Motor Vehicle Inspection report less than once per year. If applicable, the Provider shall properly notify in writing MCHHS when adding or deleting a driver from the program.

C. Agency liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 15 of this Contract or the amount of fixed damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

D. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Madison County

in support of any alleged infringement of a patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, full right of participation, and opportunity to conduct the defense thereof, and full information and all reasonable compensation for the defense of same. Agency responsibility in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Madison County if any information or other assistance are furnished by Agency at Contractor's written request. It is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items or of a use or publication that will infringe, Contractor agrees that, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies, replace them with non-infringing items of equivalent value, or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

Article 15 - Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontractors are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within 30 days of when the contractor knows or should have known that a subcontractor is not in compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 16 - Governing Law

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

Article 17 - Integration and Modification

This instrument embodies the entire contract between the parties. There are no

prohibits the contractor from discriminating against any individual in the performance of the contract on the basis of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The contractor will incorporate the foregoing requirements of this Section in all of its subcontracts for any part of such work to incorporate such requirements in all subcontracts for such work.

Article 19 - Accessibility

The contractor shall ensure that all information and materials provided to the contractor are accessible to all individuals with disabilities. The contractor shall ensure that all information and materials provided to the contractor are accessible to all individuals with disabilities.

Article 20 - Compliance Requirements

The contractor agrees to comply with all applicable federal, state, and local legal requirements, including, but not limited to:

The contractor shall ensure that all information and materials provided to the contractor are accessible to all individuals with disabilities. The contractor shall ensure that all information and materials provided to the contractor are accessible to all individuals with disabilities.

The contractor shall ensure that all information and materials provided to the contractor are accessible to all individuals with disabilities. The contractor shall ensure that all information and materials provided to the contractor are accessible to all individuals with disabilities.

applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its subcontracts for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations.

Article 20 - Compliance Requirements

Contractor agrees to comply with all applicable federal, state, and local legal requirements, including, but not limited to:

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- Davis-Bacon Act as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
- Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5);
- "Rights to Inventions" clause 37 CFR part 401 pertaining to patent rights with respect to and discovery or invention which arises or is developed in the course of or under such contract;
- All applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- Contractor certifies that it has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- Prohibitions for Purchases of Telecommunication and Video Surveillance from Selected Vendors: Pursuant to 2 CFR 200.216 and 2 CFR 200 Appendix II (f), Contractor shall not use funds under this Agreement to purchase or obtain equipment or services that use telecommunications or surveillance equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, which are produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera

Contractor shall be responsible for obtaining all necessary permits and licenses for the performance of the work under this contract. The Contractor shall be responsible for obtaining all necessary permits and licenses for the performance of the work under this contract. The Contractor shall be responsible for obtaining all necessary permits and licenses for the performance of the work under this contract.

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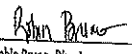
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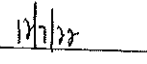
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In Witness Whereof, the parties have hereunto set their hands or seals or caused this contract to be executed by the duly authorized offices or agents.

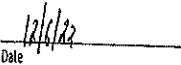
MADISON COUNTY DEPARTMENT OF
JOB & FAMILY SERVICES


Robin Bruno, Director



Date

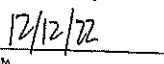
FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP


Marc A. Fishel

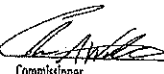

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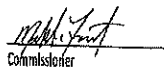
MADISON COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

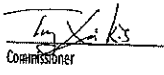
By: 
For Nicholas Adkins

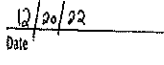

Date

BOARD OF MADISON COUNTY
COMMISSIONERS


Commissioner


Commissioner


Commissioner


Date

Subject: Bid Opening - Engineer

The bid opening for a used Caterpillar D6K2 LGP Dozer took place on December 20th. One bid was received from HES/A&B Farms in the amount of \$231,500.00.



BRYAN DHUME, PE, PS - COUNTY ENGINEER

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

November 29, 2022

Honorable Board of
Madison County Commissioners
1 North Main St.
London, OH 43140

Re: Engineer's Estimate - Used Caterpillar D6K2 LGP Dozer
Tuesday, December 20, 2022 at 10:30 A.M. -- Bid Opening

Gentlemen:

The Engineer's Estimate for the Used Caterpillar D6K2 LGP Dozer, bid opening at the
above date and time, is \$231,620.00

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

cc: File

Model 11/1/12

Project

USED CATERPILLAR D6K2 LGP

PROPOSAL

MADISON COUNTY
BOARD OF COMMISSIONERS

Mark Formel
Dr. Joyce/Dr. Bill
Orin Wallace

12/29 - Tuesday, December 29, 2022 at 10:30 AM

Company HES/A+B Farms, Inc

Represented by Avron Geurink

Street 4203 Blue Star Hwy

Post Office Box _____

State Michigan Zip 49423

Telephone 16396-5535

Madison County Commissioners
Used Caterpillar D6K2 LGP Bid Form
Bid Due: December 29, 2022, 10:30 a.m.

Company Name: HES/A+B Farms, Inc

Street Address: 4203 Blue Star Hwy

City: Holland State: MI Zip Code: 49423

Telephone Number: 16396-5535 Email: avron@hesequipment.com

Signature: [Signature] Date: 12-2-2022

Year: 2020 Make: Cat Model: D6K2 Hours: 7200

Delivered cash purchase price: \$ 231,500.00

Warranty Information: N/A

Extended Warranty Price: \$ N/A

Extended Warranty Information: N/A

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

Mr. Forrest moved per the recommendation of Bryan Dhume, to award the used C Caterpillar D6K2 LGP Dozer to HES/A&B Farms in the amount of \$231,500.00.

Handwritten signature

Project
USED CATERPILLAR D6K2 LGP

PROPOSAL

MADISON COUNTY
BOARD OF COMMISSIONERS

Neil Forrest
Dr. Xenikis
Chris Watson

Meeting - Tuesday, December 20, 2022 at 10:30 A.M.

Company HES/A+B Farms, Inc.
Submitted by Ann Geurink
Street 4703 Blue Star Hwy
Post Office Box _____
State Michigan Zip 49423
Telephone 116-316-5535

Madison County Commission
Used Caterpillar D6K2 LGP Bid Form
Bid Due: December 20, 2022, 10:30 A.M.

Company Name HES/A+B Farms, Inc.
Street Address 4703 Blue Star Hwy
City Holland State MI Zip Code 49423
Telephone Number 116-316-5535 Fax 269-316-5535
Signature [Signature] Date 12-2-2022
Year 2020 Make Cat Model D6K2 Hours 72200

Defined cash purchase price: \$ 231,500.00

Warranty Information: N/A

Extended Warranty Price: \$ N/A

Extended Warranty Information: N/A

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

Subject: Access Management Regulations - Approved - Engineer

Mr. Forrest moved to adopt the Madison County Access Management Regulations with the Engineer's recommended changes. Effective December 20, 2022.

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

Subject: Park Board - Approved - Financial Sheet

Mr. Forrest moved to approve the Park Board's financial sheet.

2022 Estimate

Vendor	Description	Date	BEGINNING BALANCE	EXPENDITURES YTD	CURRENT BALANCE	Status
			\$ 40,000.00			
Storts	Bike Trail port a John	1/6/2022		\$ 120.00	\$ 38,880.00	PD
Madison City SR. Center	Annual Restroom fee	1/27/2022		\$ 1,113.71	\$ 38,766.29	PD
Storts	port a John 13022MCEBk	1/30/2022		\$ 120.00	\$ 38,646.29	PD
Storts	port a John 22822MCEBk	2/28/2022		\$ 120.00	\$ 38,526.29	PD
Storts	port a John 32922MCEBk	3/29/2022		\$ 120.00	\$ 38,406.29	PD
MCEO	First Quarter bill	4/1/2022		\$ 4,969.07	\$ 33,437.22	PD
Prime Plumbing	repair line @ senior center	4/12/2022		\$ 447.40	\$ 32,989.82	PD
Storts	Port a John 42525Bkurt (little dsrty)	4/26/2022		\$ 125.00	\$ 32,864.82	PD
Storts	port a John 42722MCEBk	5/2/2022		\$ 120.00	\$ 32,744.82	PD
Storts	port a John 52622MCEBk	5/31/2022		\$ 120.00	\$ 32,624.82	PD
Storts	port a John 62422MCEBk	6/16/2022		\$ 140.00	\$ 32,484.82	PD
MCEO	Second Quarter Bill	7/19/2022		\$ 12,636.99	\$ 19,847.83	PD
Storts	port a John 72322MCEBk	7/25/2022		\$ 140.00	\$ 19,707.83	SUB
Storts	port a John 82122MCEBk	8/21/2022		\$ 140.00	\$ 19,567.83	PD
Storts	port a John 91922MCEBk	9/18/2022		\$ 140.00	\$ 19,427.83	PD
Task Sign	Fossil Industries	10/11/2022		\$ 228.00	\$ 19,209.83	SUB
Storts	port a John 101822MCEBk	10/18/2022		\$ 140.00	\$ 19,069.83	SUB
MCEO	Third Quarter Bill	10/26/2022		\$ 12,274.52	\$ 6,795.31	SUB
Storts	port a John 101122PPhn	11/2/2022		\$ 140.00	\$ 6,655.31	SUB
Prime Plumbing	watering Councub	11/14/2022		\$ 140.00	\$ 6,475.31	SUB
Storts	Port a John 111622MCEBk	11/21/2022		\$ 150.00	\$ 6,325.31	SUB
					\$ 6,325.31	
					\$ 6,325.31	
					\$ 6,325.31	
					\$ 6,325.31	
					\$ 6,325.31	
TOTALS:			\$ 40,000.00	\$ 33,674.69	\$ 6,325.31	

status codes:
 SUB Submitted for payment
 PD Paid
 HBY Not billed yet

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

Barnes Brothers T171984EA

Park Board

- A check of \$25K will be received for mural
- The current counters are not operable. MORPC will be providing a new counter.
- The commercial leaf blower is now working.
- The Old Fashion Christmas in downtown London went well.
- Volunteers logged 924 hours in November.
- According to Jeff Coleman, Deputy Engineer, the Engineer's Department has been working on cutting down trees that have fell down along the bike trail.
- Julia Cumming is the representative from the Madison County Soil & Water District for the Green Space committee.

Subject: Local Farmland Preservation Application - Approved - Deadline

Mr. Forrest moved per the request of Julia Cumming, Program Administrator Soil & Water, to approve the Local Farmland Preservation application deadline of January 17, 2023.

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

Subject: Park Board - Approved - Invoices

Mr. Forrest moved per the recommendation of Bryan Dhume, Engineer, that effective January 1, 2023 the Engineer's Department staff will be paying directly Park Board invoices.

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

Subject: 2023 Meeting Requests - Approved - Job & Family Services

Mr. Forrest moved per the request of Robin Bruno, Job & Family Services Director, to approve the Madison County Department of Job & Family Services 2023 required meeting requests for staff according to ORC 325:20.

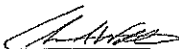
Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, and Dr. Xenikis, yes.

Note - The Clerk of the Board did not receive the meeting requests.

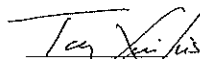
Subject: 2023 Meeting Requests - Approved - Job & Family Services

Mr. Forrest moved for Rob Slane, County Administrator, to sign future meeting travel requests for the Madison County Department of Job & Family Services on an as needed basis.

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


Chris Wallace


Mark Forrest


Dr. Tony Xenikis

ATTEST: Kathie Wexler