Subject: Bills – Approved – Madison County

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

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Budget Revision – Approved – Job & Family Services

Dr. Xenikis moved per the request of Sherry Baldwin, Family & Children, Fiscal Officer, to approve the budget revision for the following:

Increase Receipts: (7040-0000-4-0200) in the amount of $5,000.00 for receipt said funding.
Increase Expense (7040-T890-5-0140) in the amount of $5,000.00 to allow for transfer of funding.

Increase Receipts: (7043-0000-4-0200) in the amount of $15,000.00 for receipt of said funding.
Increase Expense (7043-T890-5-0140) in the amount of $15,000.00 to allow for transfer of funding.

Increase Receipts: (7047-0000-4-0100) by $8,000.00 for receipt of said funding.
Increase Expense: (7047-T890-5-0140) by $8,000.00 to allow for transfer of funding.

Strengthening Families Through Community Collaboration

Madison County Family Council

December 6, 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 7040-0000-11010, please increase total income budget by $5,000.00 to reflect additional income received and to assure positive balances at end of year
Please increase Receipts line item 7040-0000-40200 by $5,000 for receipt of said funding.
Please increase Expense line item 7040-T890-50140 by $5,000.00 to allow for transfer of funding.

For account 7043-0000-11010, please increase the total income budget by $15,000.00 to allow for additional GRF reimbursement for Early Intervention Services and to assure positive balances at end of year
Please increase Receipts line item 7043-0000-40200 by $15,000 for receipt of said funding.
Please increase Expense line item 7043-T890-50140 by $15,000.00 to allow for transfer of funding.

For account 7047-0000-11010, please increase the total income budget by $8,000.00 to allow for additional reimbursement and to assure positive balances at the end of year.
Please increase Receipts line item 7047-0000-40100 by $8,000 for receipt of said funding.
Please increase Expense line item 7047-T890-50140 by $8,000.00 to allow for transfer of funding.

Respectfully
Sherry R. Baldwin

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

Cc: Madison County Commissioners

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Transfer – Approved – Job & Family Services

Dr. Xenikis moved per the request of Sherry Baldwin, Family & Children, Fiscal Officer, to approve the transfer requests for the following:

Transfer from: Council Contract Services (7040-T890-5-0140) in the amount of $2,195.00.
Transfer to: Department (7048-0000-4-0400) in the amount of $2,195.00.

Transfer from: Council FCSS Contract Services (7047-T890-5-0140) in the amount of $4,590.95.
Transfer to: Family Services (7055-0000-4-0400) in the amount of $4,590.95.

Transfer from: Dept. FCSS Contract Services (7055-T894-5-0140) in the amount of $3,021.85.
Transfer to: Family Services (7049-0000-4-0400) in the amount of $3,021.85.

Department: Madison County Dept Family and Children

Date: 12/6/2022

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Council	7040	Contract Services	7040	-T890 -50140
To:	Department (Fund Name)	7048 (Fund #)	Revenue Account (Account Name)	7048	-0000 40400 (Account Number)
Transfer MHRB October allocation	Amount: $	2,195.00			
From:	Council FCSS	7047	Contract Services	7047	-T890 -50140
To:	Family Services (Fund Name)	7055 (Fund #)	Revenue Account (Account Name)	7055	-0000 40400 (Account Number)
Transfer July FCSS Reimbursment	Amount: $	4,590.95			
From:	Dept. FCSS	7055	Contract Services	7055	-T894 -50140
To:	Family Services (Fund Name)	7049 (Fund #)	Revenue Account (Account Name)	7049	-0000 40400 (Account Number)
Transfer September Reimb. For direct services	Amount: $	3,021.85			
From:			Contract Services	0	-T890 -50140
To:	(Fund Name)	(Fund #)	Revenue Account (Account Name)	0	-0000 40400 (Account Number)
	Amount: $				

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

TI= $ 9,807.80

Roll call vote resulted as follows:

Tony Xenikis
Mark Forrest NOT PRESENT
Chris Wallace

cc: Auditor
Originator
Originator File
Transfer File

C.J. _____, Page _____
Date: 12-8-2022

filed
appropriations are available, and free of prior encumbrances (including blanket purchase orders):

Revised 12/5/2022

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Appropriation – Approved – Visitors Bureau

Dr. Xenikis moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Visitors Bureau (1000-A15A-5-0513) in the amount of $7,753.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Visitors Bureau

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Visitors Bureau (1000-A15A-5-0513) PO # 2853 in the amount of $7,753.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Appropriation – Approved – Commissioners Other

Dr. Xenikis moved to approve the appropriation of funds for the following:

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of $200,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Commissioners Other

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Commissioners Other (1000-A01A-5-0046) PO # 2787 in the amount of $200,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Appropriation – Approved – Courthouse Contract Services

Dr. Xenikis moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Courthouse Contract Services (1000-A04B5-0140) in the amount of $30,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Courthouse Contract Services

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Courthouse Contract Services (1000-A04B5-0140) PO # 2866 in the amount of $30,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Appropriation – Approved – Courthouse Repairs

Dr. Xenikis moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Courthouse Repairs (1000-A04B-5-0050) in the amount of $40,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Courthouse Repairs

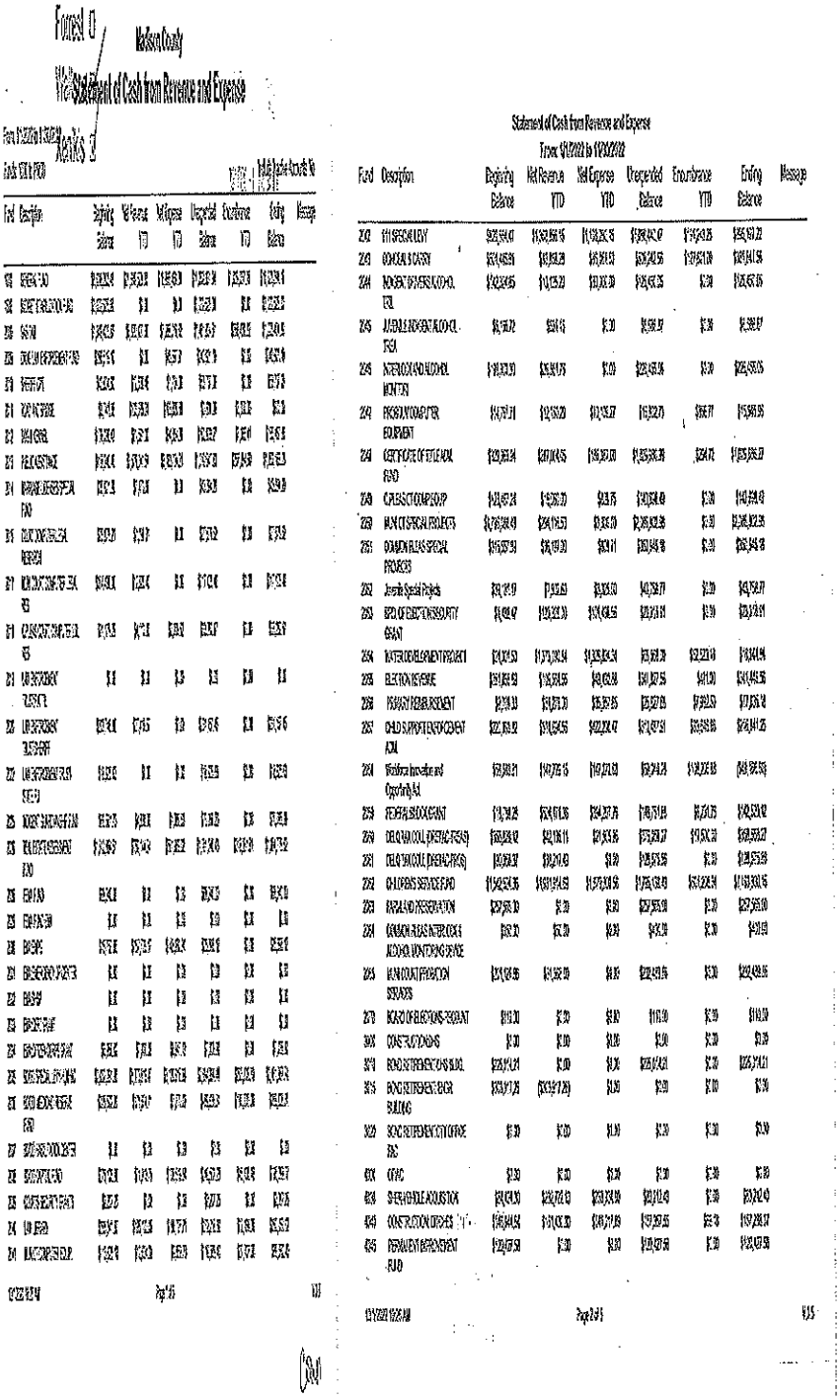
Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 2877 in the amount of $40,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Statement of Cash Account – Approved – Madison County

Dr. Xenikis moved to approve Madison County's monthly cash statement.



Madison County

Statement of Cash from Revenue and Expense

From 01/2022 to 12/2022

Fund	Description	Beginning Balance	Total Revenue YTD	Total Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
100	GENERAL	$2,323,994.40	$14,362,586.16	($13,926,326.73)	$2,760,253.83	$0.00	$2,760,253.83	
200	COUNTY HIGHWAY	$224,468.84	$1,010,955.20	($1,000,000.00)	$235,424.04	$0.00	$235,424.04	
201	MOTOR VEHICLE REGISTRATION FUND	$142,230.65	$11,175.20	($10,000.00)	$143,405.85	$0.00	$143,405.85	
205	ANIMAL CONTROL FUND	$6,749.20	$250.00	$0.00	$6,999.20	$0.00	$6,999.20	
206	INTERSECTION IMPROVEMENT FUND	$198,333.20	$26,500.00	$0.00	$224,833.20	$0.00	$224,833.20	
210	HIGHWAY BRIDGE FUND	$43,707.21	$10,250.00	($10,000.00)	$43,957.21	$200.00	$43,957.21	
220	CERTIFICATE OF TITLE FUND	$183,288.84	$20,000.00	($15,000.00)	$188,288.84	$200.00	$188,088.84	
230	CASH CONTINGENCY	$245,000.00	$1,250.00	$0.00	$246,250.00	$0.00	$246,250.00	
250	HEALTH DEPARTMENT	$2,700,000.00	$244,000.00	$0.00	$2,944,000.00	$0.00	$2,944,000.00	
251	ENVIRONMENTAL SERVICES PROGRAM	$155,000.00	$25,000.00	$0.00	$180,000.00	$0.00	$180,000.00	
252	Juvenile Special Projects	$30,000.00	$5,000.00	$0.00	$35,000.00	$0.00	$35,000.00	
253	REVOLVING LOAN FUND	$1,000.00	$150,000.00	($150,000.00)	$1,000.00	$0.00	$1,000.00	
254	WATER QUALITY PROGRAM	$1,000.00	$1,000,000.00	($1,000,000.00)	$1,000.00	$0.00	$1,000.00	
255	ELECTION SERVICE	$150,000.00	$100,000.00	$0.00	$250,000.00	$0.00	$250,000.00	
256	PUBLIC HEALTH EMERGENCY	$2,000.00	$50,000.00	$0.00	$52,000.00	$0.00	$52,000.00	
257	CHILD SUPPORT ENFORCEMENT FUND	$200,000.00	$100,000.00	$0.00	$300,000.00	$0.00	$300,000.00	
258	Workforce Innovation and Opportunity Act	$50,000.00	$100,000.00	$0.00	$150,000.00	$0.00	$150,000.00	
259	PUBLIC HEALTH EMERGENCY	$1,000.00	$250,000.00	$0.00	$251,000.00	$0.00	$251,000.00	
260	CHILD CARE COUNCIL (PRESCHOOL FUND)	$500,000.00	$200,000.00	$0.00	$700,000.00	$0.00	$700,000.00	
261	CHILD CARE COUNCIL (PRESCHOOL FUND)	$50,000.00	$50,000.00	$0.00	$100,000.00	$0.00	$100,000.00	
262	CHILDREN'S SERVICES FUND	$1,500,000.00	$1,000,000.00	$1,000,000.00	$1,500,000.00	$0.00	$1,500,000.00	
263	MEDICAID	$250,000.00	$0.00	$0.00	$250,000.00	$0.00	$250,000.00	
264	HOUSING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
265	SENIOR SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
270	MEDICAID REIMBURSEMENT	$100.00	$0.00	$0.00	$100.00	$0.00	$100.00	
300	CONSTRUCTION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
301	BOND CONSTRUCTION	$250,000.00	$0.00	$0.00	$250,000.00	$0.00	$250,000.00	
305	BOND CONSTRUCTION - BOND BUILDING	$250,000.00	($250,000.00)	$0.00	$0.00	$0.00	$0.00	
309	BOND CONSTRUCTION - CONSTRUCTION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
400	DEBT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
450	SPECIAL ASSESSMENT	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$0.00	$250,000.00	
500	CONSTRUCTION	$250,000.00	$100,000.00	$200,000.00	$150,000.00	$0.00	$150,000.00	
600	PERMANENT IMPROVEMENT FUND	$250,000.00	$0.00	$0.00	$250,000.00	$0.00	$250,000.00	

Statement of Cash from Revenue and Expense

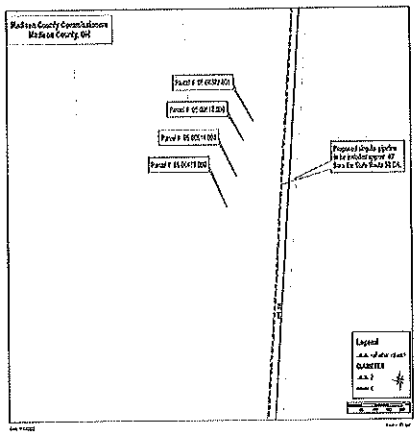
From: 1/1/2022 To: 11/30/2022

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7047	PENALTY COUNCIL FUND	$0.00	$(40,729.77)	$29,108.95	$(69,838.72)	$0.00	$(69,838.72)	
7048	PARK IMPACT FEE-EASTERN PORTION	$(165,742.40)	$(18,483.34)	$(197,355.34)	$(314,577.72)	$(34,000.00)	$(348,577.72)	
7049	PARK IMPACT FEES	$(108,218.02)	$(19,302.34)	$(18,342.40)	$(107,257.96)	$(3,779.05)	$(111,037.01)	
7050	BOND STREET	$(241,414.02)	$(23,302.34)	$(240,772.20)	$(217,243.48)	$(19,322.20)	$(236,565.68)	
7051	HELP ME GROW - FC	$(6,334.26)	$(12,543.20)	$(23,267.20)	$(17,410.46)	$(19,200.20)	$(36,610.66)	
7052	HELP ME GROW FUND	$(32,147.20)	$(12,995.20)	$(28,240.20)	$(47,772.20)	$(5,322.20)	$(53,094.20)	
7053	HELP ME GROW DONATIONS	$0.20	$(20,322.20)	$(20,322.20)	$0.20	$0.20	$0.20	
7054	CD-LEGEND TRUST FUND - FC	$(1,322.20)	$0.20	$(1,322.20)	$0.20	$(1,322.20)	$(1,322.20)	
7055	WORKMENS - FC	$0.20	$(28,130.25)	$(25,110.20)	$(3,020.05)	$0.20	$(3,020.05)	
7056	FIT MEMORIAL FUND	$(2,322.20)	$0.20	$0.20	$(2,322.20)	$0.20	$(2,322.20)	
7057	Multi System Trade Mediated	$(14,322.20)	$(20,322.20)	$(22,322.20)	$(20,322.20)	$(12,322.20)	$(32,322.20)	
7058	COALITION AREA	$0.20	$(2,322.20)	$(2,322.20)	$0.20	$0.20	$0.20	
7059	HELP ME GROW CONTINGENCY	$(24,322.20)	$0.20	$0.20	$(24,322.20)	$0.20	$(24,322.20)	
7060	HOPE IN AREA	$0.20	$(20,322.20)	$(22,322.20)	$(2,322.20)	$(12,322.20)	$(14,322.20)	
7062	PROSECUTION EDUCATION OTHER	$(107,322.20)	$(15,322.20)	$(20,322.20)	$(102,322.20)	$(5,322.20)	$(107,322.20)	
7064	DPS-SAFE-COMMUNITIES	$(5,322.20)	$(12,322.20)	$(2,322.20)	$(7,322.20)	$0.20	$(7,322.20)	
7065	HEALTH DEPT. GRANT FUND	$(7,322.20)	$(12,322.20)	$(22,322.20)	$(22,322.20)	$(12,322.20)	$(22,322.20)	
7066	HEALTH FUND	$(1,322,322.20)	$(1,322,322.20)	$(322,322.20)	$(1,322,322.20)	$(22,322.20)	$(1,322,322.20)	
7067	SWIMMING POOL FUND	$(7,322.20)	$(2,322.20)	$(2,322.20)	$(2,322.20)	$(322.20)	$(2,322.20)	
7068	Health Department Grants	$(5,322.20)	$(12,322.20)	$(12,322.20)	$(12,322.20)	$(2,322.20)	$(12,322.20)	
7069	PUBLIC HEALTH NURSING FUND	$(12,322.20)	$(20,322.20)	$(12,322.20)	$(22,322.20)	$(2,322.20)	$(22,322.20)	
7070	FOOD SERVICES FUND	$(22,322.20)	$(22,322.20)	$(22,322.20)	$(22,322.20)	$(22,322.20)	$(22,322.20)	
7071	HEALTH DEPT GRANTS Public Health Workforce	$(1,322.20)	$(12,322.20)	$(22,322.20)	$(12,322.20)	$(12,322.20)	$(24,322.20)	
7072	CHARGES FOR SERVICES FUND	$(2,322.20)	$(22.20)	$(2,322.20)	$(2,322.20)	$0.20	$(2,322.20)	
7073	HEDGEPEN RANCH HMC	$(24,322.20)	$(12,322.20)	$(22,322.20)	$(24,322.20)	$0.20	$(24,322.20)	
7074	HPAP	$(22,322.20)	$(22,322.20)	$(22,322.20)	$(22,322.20)	$(22.20)	$(22,322.20)	
7075	CHIP PROGRAM	$(22,322.20)	$(22,322.20)	$(22,322.20)	$(22,322.20)	$0.20	$(22,322.20)	
7076	LOCAL EMERGENCY PLANNING COMM	$(22,322.20)	$(22,322.20)	$(12,322.20)	$(22,322.20)	$0.20	$(22,322.20)	
7077	COMMUNITY ACTION FUND	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	
7078	FELONY DELINQUENT CASES-DISTRICT	$(142,322.20)	$(42,322.20)	$(22,322.20)	$(122,322.20)	$(22,322.20)	$(22,322.20)	
7100	D.A.R.E. PROGRAM FUND	$(22,322.20)	$(22,322.20)	$(12,322.20)	$(12,322.20)	$0.20	$(12,322.20)	
7105	Asset Forfeiture	$(322.20)	$(22.20)	$0.20	$(322.20)	$0.20	$(322.20)	
7106	Municipal Court Sales Tax Transition Fund	$(12,322.20)	$0.20	$0.20	$(12,322.20)	$0.20	$(12,322.20)	
7107	Sex Offender Fees	$(22.20)	$(22.20)	$0.20	$(22.20)	$0.20	$(22.20)	
7109	Crossroads Plaza Technology Grant Fund	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	
7120	ABATEMENT SPECIAL ASSESSMENT	$(12,322.20)	$0.20	$0.20	$(12,322.20)	$0.20	$(12,322.20)	
7121	POSITIVE PAY DEBIT BLOCKED CHECKS	$(2,322.20)	$0.20	$0.20	$(2,322.20)	$0.20	$(2,322.20)	
7125	BANK DISTRICT	$(322.20)	$(12,322.20)	$(12,322.20)	$(322.20)	$(2,322.20)	$(22,322.20)	
7126	DOUBLE WIDE PROPERTY	$(12,322.20)	$0.20	$0.20	$(12,322.20)	$0.20	$(12,322.20)	

Statement of Cash from Revenue and Expense

From: 1/1/2022 To: 11/30/2022

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7127	[illegible]	$(2,322.20)	$(2,322.20)	$0.20	$(2,322.20)	$0.20	$(2,322.20)	
7128	[illegible]	$(12,322.20)	$(12,322.20)	$0.20	$(12,322.20)	$0.20	$(12,322.20)	
7129	[illegible]	$(12,322.20)	$(12,322.20)	$0.20	$(12,322.20)	$0.20	$(12,322.20)	
7130	[illegible]	$(12,322.20)	$(12,322.20)	$0.20	$(12,322.20)	$0.20	$(12,322.20)	



IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this 6th day of December, 2022.

Signed and acknowledged in the presence of:

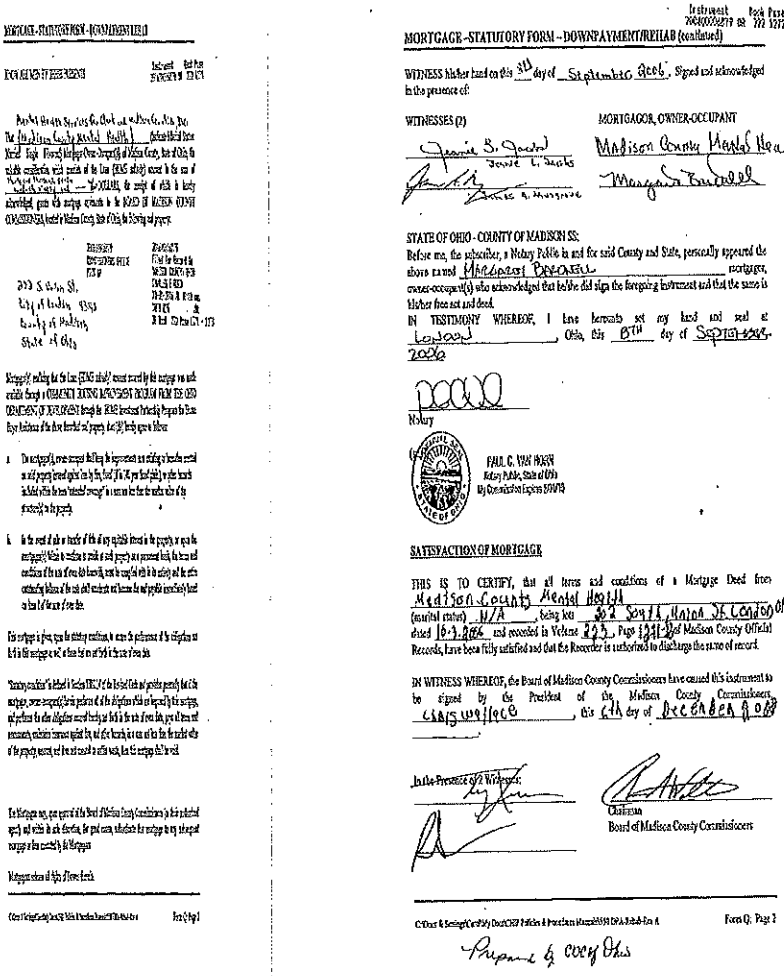
Statement of Cash from Revenue and Expense
From: 1/1/2022 to 11/30/2022

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7200	AGENCY:MV,TWP,PERMISSIVE TAX	$31.55	$111,719.09	$111,719.09	$31.55	$0.00	$31.55	
7300	AGENCY:USGS MERIT-B/G DARBY	$1,250.00	$0.00	$0.00	$1,250.00	$0.00	$1,250.00	
7305	INDIGENT APPLICATION FEE	$1,374.00	$9,652.55	$9,843.05	$1,183.50	$0.00	$1,183.50	
7310	AGENCY:BD.ELEC.COMM.	$0.00	$140.00	$140.00	$0.00	$0.00	$0.00	
7315	AGENCY:UNCL.MONEY	$504,297.12	$57,085.61	$0.00	$561,382.73	$0.00	$561,382.73	
7320	AGENCY:AUTO REGISTRATION	$5,820.88	$200,760.02	$200,760.02	$5,820.88	$0.00	$5,820.88	
7321	AGENCY: CORP,MV,PERMISSIVE TX	$1,091.78	$58,349.82	$58,349.82	$1,091.78	$0.00	$1,091.78	
7325	AGENCY:GENERAL TAX	$1,456,494.40	$58,805,228.72	$58,959,964.05	$1,331,749.07	$0.00	$1,331,749.07	
7326	AGENCY:ESTATE TAX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7327	AGENCY:OHIO HOUSING TRUST FUND	$84,068.75	$199,284.39	$241,216.70	$42,156.35	$258,155.49	($216,999.14)	
7328	AGENCY:PERS PROPERTY	$1,650.83	$0.00	$0.00	$1,650.83	$0.00	$1,650.83	
7329	AGENCY:MOBILE HOME TAX	$14,282.73	$134,612.42	$140,601.99	$8,293.16	$0.00	$8,293.16	
7330	AGENCY:CIGARETTE TAX	$54.06	$4,528.43	$4,375.69	$206.80	$0.00	$206.80	
7331	AGENCY:LOCAL GOVT.	$68,321.54	$2,560,893.75	$2,517,443.58	$129,771.71	$0.00	$129,771.71	
7332	AGENCY:TWP,GAS4CENTS/GAL	$0.00	$1,753,996.72	$1,753,996.72	$0.00	$0.00	$0.00	
7333	AGENCY:L.GOVT.REV.ASST	$18,550.35	$0.00	$0.00	$18,550.35	$0.00	$18,550.35	
7334	AGENCY:LAW LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7340	CLERK OF COURTS COLLECTIONS	$112.50	$955.94	$0.00	$1,068.44	$0.00	$1,068.44	
6009	Covid State & local Fiscal Recovery	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
6005	CARES	$4,647,421.44	$4,344,226.00	$1,064,358.56	$1,927,289.88	$3,238,197.88	$4,668,191.00	
PR00	AGENCY:PAYROLL CLEARING	($143,513.10)	$81,123.73	$91,052.53	($153,441.90)	$0.00	($153,441.90)	
Grand Total:		$44,114,656.29	$124,573,948.99	$115,211,046.34	$53,477,758.94	$7,949,898.74	$45,527,860.20	

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Satisfaction of Mortgage – Approved – Madison County Mental Health

Dr. Xenikis moved to approve the mortgage statutory form downpayment rehab for Madison County Mental Health 202 S. Union Street, London, Ohio 43140.



MORTGAGE - STATUTORY FORM - DOWNPAYMENT/REHAB (continued)

Instrument 200600026279 Book Page 722 1272

WITNESS his/her hand on this 8th day of September 2006. Signed and acknowledged in the presence of:

WITNESSES (2)

Janice B. Swartz
Janice L. Swartz

MORTGAGOR, OWNER-OCCUPANT

Madison County Mental Hea lth
Margaret Bennett

STATE OF OHIO - COUNTY OF MADISON SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Margaret Bennett mortgagor, owner-occupant(s) who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at London, Ohio, this 8th day of September 2006

Notary

PAUL G. VAN HORN
Notary Public, State of Ohio
My Commission Expires 8/20/08

SATISFACTION OF MORTGAGE

THIS IS TO CERTIFY, that all terms and conditions of a Mortgage Deed from Madison County Mental Health (marital status) N/A, being lot 202 South Union St. London Ohio 43140 dated 10-3-2006 and recorded in Volume 722, Page 1271-72 of Madison County Official Records, have been fully satisfied and that the Recorder is authorized to discharge the same of record.

IN WITNESS WHEREOF, the Board of Madison County Commissioners have caused this instrument to be signed by the President of the Madison County Commissioners, Chris Lutz this 6th day of December A.D. 2006

In the Presence of: 2 Witnesses

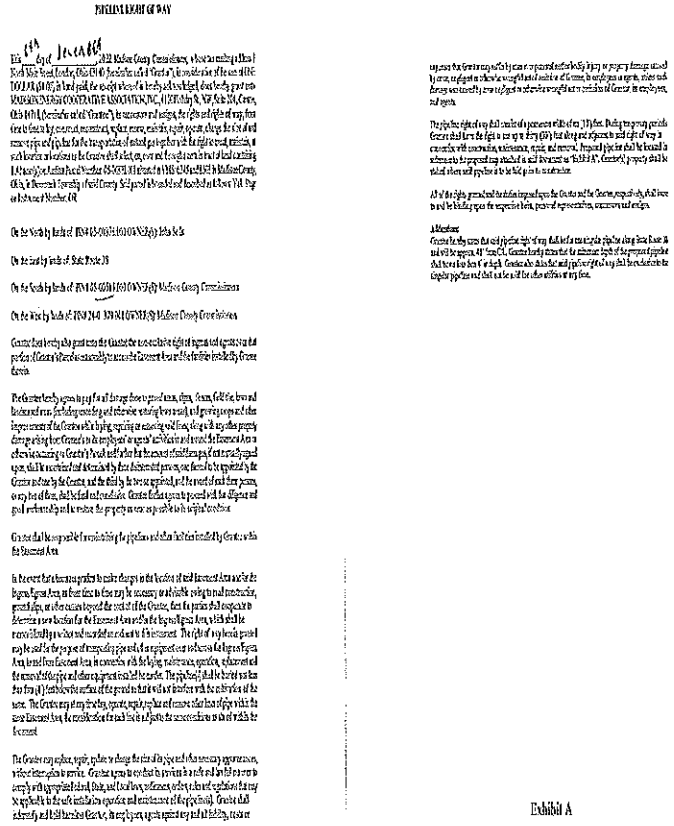
Chairman
Board of Madison County Commissioners

Form O; Page 2

Prepared by Cody Ohio

Subject: Right of Ways – Approved – Madison County

Dr. Xenikis moved to approve the Right of Ways for Madison County for the following:



EXCLUSIVE EASEMENT AGREEMENT

This [illegible] day of [illegible], 2022 Madison County Commissioners, whose mailing address is [illegible] (hereinafter, collectively, "Grantor"), for and in consideration of the sum of FIVE THOUSAND AND 00/100 ($5,000.00) Dollars, and other good and valuable consideration paid by [illegible] (hereinafter, collectively, "Grantee"), the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys unto Grantee, its successors and assigns, the right, privilege and easement (hereinafter, collectively, the "Easement") to construct, install, operate, maintain, repair, alter, remove and replace pipelines and all appurtenances thereto (hereinafter, collectively, the "Pipeline") for the transportation of natural gas, together with the right of ingress and egress over and across the following described real property owned by Grantor in Madison County, Illinois, to-wit:

[illegible] Madison County, Illinois, a [illegible] Township, [illegible] County, [illegible] Principal Meridian, and being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

On the North by lands of [illegible]

On the East by lands of [illegible]

On the South by lands of [illegible] Madison County Commissioners

On the West by lands of [illegible]

Grantor hereby grants unto Grantee the right to use such portion of the Property as may be reasonably necessary for the Easement hereby granted, including the right to clear and keep cleared all trees, undergrowth and other obstructions from the Easement.

Grantee hereby agrees to pay for all damages done to ground, trees, crops, fences, fields, buildings and improvements on the Property caused by the exercise of the rights granted herein, including damages caused by the initial construction of the Pipeline and any subsequent repair, alteration, replacement or removal of the Pipeline. Grantee's liability for damages to crops shall be limited to the loss of crops for the year in which the damage occurs. Grantee shall not be liable for damages to trees, shrubs, fences, buildings or other improvements on the Property that are placed on the Property after the date of this Agreement. Grantee shall not be liable for damages to the Property caused by the failure of Grantor to maintain any of the foregoing improvements.

Grantee shall be responsible for maintaining the Pipeline and shall not be installed by Grantee within the Easement Area.

In the event that Grantee requires access to the Property in addition to the Easement Area in order to perform any work in connection with the rights granted herein, Grantee shall have the right to use such additional portion of the Property as may be reasonably necessary for such purposes, provided that Grantee shall first obtain the consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. The rights of ingress and egress granted herein shall be appurtenant to the Easement and shall run with the land. The rights granted herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Grantee shall indemnify and hold harmless Grantor, its employees, agents and representatives from and against any and all claims, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees) for any injury to or death of any person or damage to or destruction of any property arising out of or in connection with the exercise by Grantee of the rights granted herein, except to the extent caused by the gross negligence or willful misconduct of Grantor, its employees, agents, tenants and invitees.

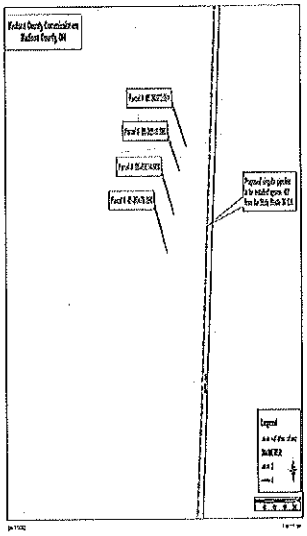
The Pipeline shall be buried at a depth sufficient to prevent interference with the use of the Property by Grantor. Grantee shall have the right, but not the obligation, to install and maintain such cathodic protection equipment as Grantee deems necessary to protect the Pipeline from corrosion. Grantee shall have the right to mark the location of the Pipeline with above-ground markers, provided that such markers shall be placed in locations reasonably acceptable to Grantor.

All of the rights, grants and obligations granted herein to Grantee and the Easement, respectively, shall inure to and be binding upon the respective heirs, personal representatives, successors and assigns.

Abandonment

Grantee hereby agrees that should the rights of way granted herein cease to be used for the Pipeline for a period of [illegible] consecutive years, Grantee shall execute and deliver to Grantor a quitclaim deed releasing all of Grantee's rights, title and interest in the Easement and the Pipeline shall thereupon become the property of Grantor. Grantee also agrees that upon the termination of the Easement, Grantee shall remove the Pipeline from the Property and shall restore the Property to the condition that existed prior to the installation of the Pipeline.

Exhibit A



IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 5th day of December, 2022.

[redacted]

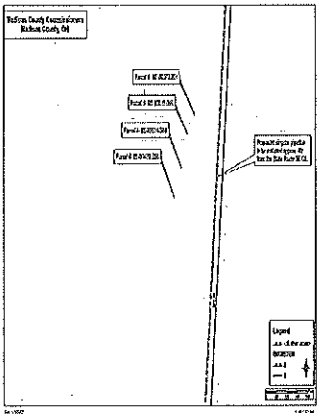
expenses that Grantor may suffer by reason of personal and/or bodily injury or property damage caused by error, negligent or otherwise wrongful act or omission of Grantee, its employees or agents, unless such damage was caused by error negligent or otherwise wrongful act or omission of Grantee, its employees, and agents

The pipeline right of way shall consist of a permanent width of ten (10') feet. During temporary periods Grantee shall have the right to use up to fifty (50') feet along and adjacent to said right of way in connection with construction, maintenance, repair, and removal. Proposed pipeline shall be located in reference to the proposed map attached to said document as "Exhibit A". Grantor(s) property shall be staked where said pipeline is to be laid prior to construction.

All of the rights granted and the duties imposed upon the Grantor and the Grantee, respectively, shall inure to and be binding upon the respective heirs, personal representatives, successors and assigns.

Additional:
Grantor hereby states that said pipeline right of way shall be for one single line pipeline along State Route 18 and will be approx. 40' from C/L. Grantee hereby warrants that the minimum depth of the proposed pipeline shall be constructed at 4' in depth. Grantee also states that said pipeline right of way shall be exclusive to the singular pipeline and shall not be sold for other utilities at any time.

Exhibit A



IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this 6th day of December, 2022.

Signed and acknowledged in the presence of:

Grantor(s): Madison County Commissioners

By: Commissioner

Print: Chas. Wallace Sign:

STATE OF OHIO)
) SS:
COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 6th day of December, 2022, by, Chas Wallace, Madison County Commissioners; who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

LAURA G. HAMILTON
Notary Public, State of Ohio My Commission expires 1/17/2023
My Commission Expires 1/17/2023

(Notary Seal)

Laura G. Hamilton
Notary Public

IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this 6th day of December, 2022.

PERPETUAL RIGHT OF WAY

This 6th day of December, 2021 Madison County Commissioners, whose mailing address is North Main Street, Jackson, OH 45640 (hereinafter called "Grantor"), in consideration of the sum of ONE DOLLAR ($1.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby grant unto HUDSON ENERGY COOPERATIVE ASSOCIATION, INC., 4100 Holiday St. NW, Suite 101, Canton, OH 44718, (hereinafter called "Grantee"), its successors and assigns, the right to and rights of way, from time to time to lay, construct, reconstruct, replace, renew, maintain, repair, operate, change the size of and remove pipelines and pipe fittings for the transportation of natural gas together with the right to own, maintain, install, inspect, replace or remove from the Grantor's lands (or, over said lands by means of lines existing on adjacent lands) situated in the Township of Union, County of Madison and State of Ohio and known as Auditor Parcel Number 48-00510.000 recorded in Vol. 0116 and Page 0316 in Madison County, Ohio, in Deed Records of said County, said parcel is bounded and described as follows: Vol. Page or Instrument Number 0116

On the North by lands of: INSTRUMENT NUMBER 201700231, Madison County Commissioners

On the East by lands of: Deed Book 81

On the South by lands of: INSTRUMENT NUMBER 201700231, Madison County Commissioners

On the West by lands of: INSTRUMENT NUMBER 201700231, Madison County Commissioners

Grantor hereby acknowledges that any and all rights of Grantor and against any other previous Grantors hereof, or successors, to access the Easement Area and the facilities installed by Grantee therein.

The Grantee hereby agrees to pay for all damages done to property by the exercise of rights, herein, of all the lawful and lawful purposes of the Grantee while laying, repairing or removing said lines, along with repairing the property damaged existing from Grantee's use of the property, or agents' activities to and over all the Easement Area as otherwise occurring as Grantor's normal use of the land, the amount of all damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be chosen by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of any two persons, so made and delivered, shall be final and conclusive. Grantee further agrees to restore, to the fullest extent and good workmanship practices as near as possible to its original condition.

Grantee shall be responsible for maintaining the pipelines and other facilities installed by Grantee within the Easement Area.

In the event that the Grantee shall make changes in the location of said Easement Area and the facilities thereon, at their own initiative or because of requirements of applicable municipal, county, state, federal, or other governmental authority, then the parties shall cooperate to determine a new location for the Easement Area and the facilities thereon, at which time the new location shall be considered the Easement Area. The right of way herein granted may be assigned in whole or in part, and all or any part of the rights, privileges, and agreements hereunder may be severed and may be exercised by different parties in connection with the laying, maintenance, operation, replacement and removal of the pipelines and appurtenances affixed thereto. The pipelines shall be buried at such depth as required by applicable law, rule or regulation governing such matters, but in no event less than 36 inches below the surface of the ground, unless prevented from doing so by solid rock. The Grantee may at any time, and from time to time, remove any and all buildings, structures or other improvements placed by Grantor within the Easement Area, the removal of which is, in the opinion of the Grantee, necessary or convenient to the full enjoyment of the rights granted herein, and Grantee shall not be responsible to Grantor or to any other person for damages occasioned thereby.

The Grantee may replace, repair, update, and change the size of the pipelines and appurtenances, without further consideration to Grantor. Grantee agrees to conduct its activities in such a way that will minimize damage to property and interference with Grantor's use of the property. Grantee agrees to indemnify Grantor for any damages to property or injuries to persons caused by the negligent acts or omissions of Grantee, its employees, agents or contractors while acting within the scope of their employment with Grantee. Grantee shall not be responsible for any damages or injuries caused by the acts or omissions of Grantor, its employees, agents or contractors.

Grantor hereby covenants that it is the owner of the above described premises and has the right to convey the above described rights, privileges and easements, and that Grantee shall have quiet and peaceful possession of the rights, privileges and easements granted herein, free from the claims of all persons whomsoever.

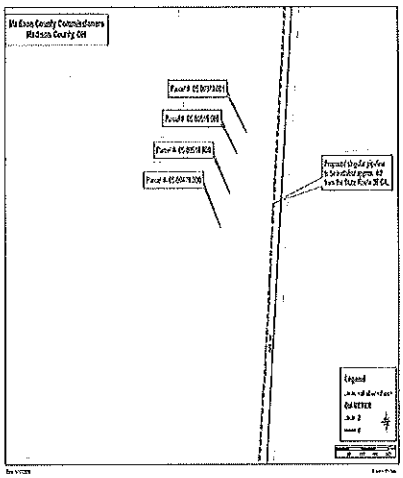
Grantor hereby covenants that it will not place or permit the placement of any permanent structures, improvements, trees, or other obstructions on the Easement Area that would interfere with the rights granted herein. Grantor shall have the right to use the Easement Area for any purpose not inconsistent with the rights granted herein, provided that such use does not interfere with or endanger the pipelines or other facilities installed by Grantee.

All of the rights granted herein shall inure to the benefit of and be binding upon the Grantor and Grantee, and their successors and assigns.

Abandonment

Grantee hereby covenants that if the pipelines or any part thereof shall be abandoned by Grantee, or its successors or assigns, then all rights granted herein to Grantee shall cease and terminate, and Grantee shall execute and deliver to Grantor a release of such rights and shall remove from the Easement Area any above ground structures or improvements placed thereon by Grantee, its successors or assigns.

Exhibit A



IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this 6th day of DECEMBER, 2022.

Signed and acknowledged in the presence of:

Grantor(s): Madison County Commissioners

Its: Commissioner

Print: Chris Wallace Sign:

STATE OF OHIO)
) SS:
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this 6th day of December, 2022, by: Chris Wallace, Madison County Commissioner, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

LAURA G. HAMILTON
Notary Public, State of Ohio My Commission expires: 1/17/2023
My Commission Expires 1/17/2023

(Notary Seal)

Notary Public

IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this 6th day of December, 2022.

Signed and acknowledged in the presence of:

Grantor(s): Madison County Commissioners

[illegible]

[illegible]

[illegible]

Grantor(s): Madison County Commissioners

Its: Commissioner

Print: Chris Wallace Sign:

STATE OF OHIO)
) SS:
COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 6th day of December, 2022, by, Chris Wallace, Madison County Commissioners; who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

LAURA G. HAMILTON
Notary Public, State of Ohio,
My Commission Expires 1/17/2023

My Commission expires: 1/17/2023

(Notary Seal)

Notary Public

IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this 6th day of December, 2022.

Signed and acknowledged in the presence of:

Subject: Track Loader Bi – Accept – Sanitary Sewer

Dr. Xenikis moved to accept the bid from John Deere for the Track Loader in the amount of $66,978.44 for the Madison County Sanitary Sewer & Water District.

MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

Memorandum

To: Rob Slane

From: Tom Taylor

Date: December 6, 2022

RE: Recommendation to Accept John Deere Compact Track Loader Bid

The Madison County Sanitary Sewer and Water District received a total of 5 sealed bids for the purchase of a Compact Track Loader. The bids were opened during a Board of Commissioners meeting on November 22, 2022 with the following bids being received:

Company Placing Bid	Model	Bid Amount
Southeastern Equipment	Case TR270B	$62,300.00
Ag-Pro	John Deere 325G	$66,978.44
Ohio Cat	Cat 259D3	$74,510.80
Ohio Cat	Cat 289D3	$82,498.20
Ohio Cat	Cat 279D3	$81,199.92

District staff reviewed the 2 lowest bids to determine if they complied with all bid specifications and to determine if the 2 machines are comparable in size, capacities and performance. Based on this review it was determined the lowest bid machine did not meet all bid specifications and does not compare to the next lowest bid in terms of performance and capacity. Noted discrepancies between the machines are provided below:

Specification	Item	Case TR270B	John Deere 325G
Ground Clearance	9.3"	8"	9.3"
Track Width	15.8"	12.6"	15.8
Rear View Camera	Required	None	Included
Year of Machine		2022	2023
Operating Capacity	2590 Lbs	1890 Lbs	2590 Lbs
Tipping Load	7400 Lbs	5400 Lbs	7400 Lbs
Max Dump Height	102"	100.6	102.1
Dump Reach Max	29.7"	24.5"	29.7"

The Compact Track Loader bid by Southeastern Equipment is not an Or Equal to the bid specifications in size, performance and safety areas. In addition, the unit bid by Southeastern Equipment is a 2022 model when compared to the John Deere 2023 model. Based on the factors listed above, I recommend the purchase of the John Deere, Model 325G for the bid price of $66,978.44 be approved by the Madison County Commissioners.

• 1860 OldSpringfieldRd. PO Box623. London, OH43140 • 740-845-1707 •

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Contract – Approved – Allscapes

Dr. Xenikis moved to approve the contract for services agreement between Allscapes Management, LLC, and Madison County for the snow removal and salt application from January 1, 2023 – January 1, 2028.

CONTRACT FOR SERVICES

This Agreement is made this 6th day of December, 2022, by and between the Board of Commissioners of Madison County, Ohio (hereinafter referred to as "Commissioners") and Allscapes Management, LLC (hereinafter referred to as "Contractor") Whereas the Commissioners desire to engage the contractor and perform services for the Commissioners and the contractor desires to perform such services for the Commissioners

Now therefore in consideration of the mutual promises contained herein, the parties hereto agree as follows:

(1) SERVICES TO BE PERFORMED

The Contractor agrees to perform the following services:

Remove snow and apply salt as needed at the following locations,

1. Madison County Courthouse, 1 North Main Street, London, Ohio 43140.
2. Municipal Court Building, 55 N. Oak Street, London, Ohio 43140.
3. Sheriff's Parking Lot, 21 W. High Street, London, Ohio 43140
4. Madison County Title Office and License Bureau, 13 N. Oak Street, London, Ohio 43140.
5. Prosecutor's Office, 59 N. Main Street, London, Ohio 43140.
6. Job & Family Services, 269 Midway Street, London, Ohio 43140.
7. Lafayette Street Commercial Property, 284 – 306 Lafayette Street, London, Ohio 43140.
8. Madison County Board of Elections, 1423 State Route 38 SE, London, Ohio 43140
9. Sheriff's Office & EMA at the corner of Elm & Garfield Streets, London, Ohio 43140.

10. OSU Extension Office, 217 Elm Street, London, Ohio 43140

For a period of time beginning January 1, 2023 and ending January 1, 2028.

The Contractor will reasonably determine the method, details, and means of performing the services for the Commissioners; the Commissioners may specify only the desired results.

(2) COMPENSATION:

(A.) In consideration for the services to be performed by the Contractor, the Commissioners agree to pay the Contractor a total sum of $100,500.00 for a five year period.

(B.) Payment for first year of services will be paid in January, 2023 in the amount of $10,050.00 and $10,050.00 in May 2023. The following years will be paid in November in the amount of $10,500.00 and $10,050.00 in May.

(3) SCOPE OF OBLIGATIONS OF THE CONTRACTOR:

Except as is specifically set forth in writing by the parties, the Contractor shall supply all tools, equipment, instruments, supplies and other materials required to perform the services under this Agreement. Contractor shall maintain liability insurance of at least one million dollars ($1,000,000.00) and shall comply with all legal requirements pertaining to services rendered throughout the term of the Agreement.

(4) TERMINATION OF CONTRACT:

(a) This agreement shall remain in force for a minimum of days after the following occurs:

1. Completion of the Project

2. If Contractor fails to perform the services called for by this agreement to the satisfaction of the Commission

3. If Contractor fails to fully perform any of the terms of this agreement in a timely manner, after providing Contractor and Commission with written notice of such failure, and allowing Contractor a reasonable opportunity to correct such failure, unless Contractor has undertaken in good faith to correct such failure but, due to circumstances beyond Contractor's control, cannot reasonably correct such failure within the time period specified by Commission

4. If Commission fails to fully perform any of the terms of this agreement in a timely manner, after providing Contractor and Commission with written notice of such failure, and allowing Commission a reasonable opportunity to correct such failure, unless Commission has undertaken in good faith to correct such failure but, due to circumstances beyond Commission's control, cannot reasonably correct such failure within the time period specified by Contractor

(b) If Contractor fails to perform the services called for by this agreement or fully perform any of the terms of this agreement within the time period specified in the preceding paragraph, Commission may withhold from any payment due Contractor such sums as Commission reasonably determines are necessary to protect Commission against loss because of inadequate performance or because of default by Contractor under this agreement. Such withholding must occur only during the same period that Commission's right to terminate the agreement for default exists. Upon correction of the default or inadequate performance, Commission will release to Contractor all sums withheld which are not used or needed by Commission to cover its costs.

(5) ENTIRE AGREEMENT OF THE PARTIES:

This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for Commission and contains all of the covenants and agreements between the parties with respect to the rendering of those services by each to the other.

Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not included in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

(6) SEVERABILITY:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(7) FORCE MAJEURE:

If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused for so long as the circumstance shall prevent such performance.

(8) GOVERNING LAW:

This Agreement will be governed by the construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

DATE: _____

BOARD OF COMMISSIONERS,

MADISON COUNTY, OHIO

PROSECUTING ATTORNEY

CONTRACTOR

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Contract – Approved – Human Society

Dr. Xenikis moved to approve the contract for services agreement between Madison County Commissioners and the Humane Society of Madison County to perform services in accordance with the contract below. Effective January 1, 2023 ending December 31, 2023.

CONTRACT FOR SERVICES

This Agreement is made this 9th day of December, 2022, by and between the Board of Commissioners of Madison County (Commissioners) and the Humane Society of Madison County (HSMC), 2200 State Route 142, West Jefferson, OH 43162. Whereas the Commissioners desire to engage the HSMC to perform services for the Commissioners and the HSMC desires to perform such services for the Commissioners starting January 1st, 2023 and ending December 31, 2023.

Now therefore in consideration of the mutual promises contained herein, the parties hereto agree as follows:

(1) SERVICES TO BE PERFORMED:

HSMC agrees to perform the following services for the Commissioners:

HSMC will provide an animal shelter which shall, at a minimum, meet the criteria and purpose established by O.R.C. §955.15 and §955.16 and which may provide a shelter for any other abused, neglected or abandoned dog in Madison County, Ohio. HSMC shall receive and refer to the Madison County Dog Warden any complaints regarding dogs and unrelated to the shelter. HSMC shall hold regular meetings with the Madison County Dog Warden to review monthly calls, shelter activity, and record keeping. HSMC shall prepare a quarterly report that details the number of dogs brought to the shelter by the dog warden and their dispositions as well stray dogs brought in by citizens.

HSMC will prepare and supply various forms for both parties to complete for more effective and efficient record keeping. HSMC shall inform the Madison County Dog Warden when it is in possession of animals that HSMC has designated to be euthanized and which have been held in compliance with O.R.C. §955.16. The HSMC will then dispose of said animals in accordance with the law.

(2) COMPENSATION:

In consideration for the services to be performed by the HSMC, the Commissioners agree to pay monthly installments in the amount of $7,355.41 to the HSMC from January 2023 through December 2023.

(3) SCOPE OF OBLIGATIONS OF THE HSMC:

Except as is specifically set forth in writing by the parties, the HSMC shall supply all tools, equipment, instruments, supplies and other materials required to perform the services under this agreement.

(4) INDEPENDENT CONTRACTOR:

The Commissioners and the HSMC expressly acknowledge and agree that the services to be provided by the HSMC under this Agreement shall be performed as an independent contractor, and not as an agent, employee, joint venture or partner of the Commissioners. The parties also expressly acknowledge and agree that with respect to any payments made to the HSMC hereunder, the Commissioners shall not: (i) withhold or pay FICA, Medicare or other federal, state or local income or other taxes or charges; or (ii) comply with or contribute to state worker's

compensation, unemployment or other such governmental funds or programs. The HSMC also acknowledges that as an independent contractor, the HSMC will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by the Commissioners for its employees.

(5) TERMINATION OF SERVICES

This agreement shall be terminated upon the occurrence of any of the following events:

A. If HSMC defaults in the performance of this Agreement or materially breaches any of its provisions, Commissioners or Commissioners' option, may terminate this Agreement by giving written notification to HSMC.

B. If the Commissioners defaults in the performance of this agreement or materially breaches any of its provisions, HSMC, at HSMC's option, may terminate this Agreement by giving written notification to the Commissioners.

C. In the event of any expiring liability insurance that is (5) percent of the then (5) year coverage of animals or the required building of animals for worst case that exceed seven (7) animals this contract may be terminated by HSMC with a written thirty (30) day notice if the HSMC and Commissioners are unable to negotiate appropriate compensation for the additional burden placed upon the HSMC.

D. Both parties will have one month to cure any breach of provision of this contract.

(6) ENTIRE AGREEMENT OF THE PARTIES:

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

(7) SEVERABILITY:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed on all respects as if such invalid or unenforceable provision were omitted.

(8) FORCE MAJEURE:

If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused for so long as the circumstance shall prevent such performance.

(9) GOVERNING LAW:

This Agreement will be governed by the construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

DATE: 12/06/2023

CHRIS WALLACE, CHAIRMAN
BOARD OF COMMISSIONERS,
MADISON COUNTY, OHIO

HUMANE SOCIETY OF
MADISON COUNTY, OHIO

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Compensation Agreement – Approved – Madison Fields Solar Project

Dr. Xenikis moved to approve the Compensation Agreement between Madison Fields Solar, LLC Project and the Board of Commissioners of Madison County.

COMPENSATION AGREEMENT

This Compensation Agreement (the "Agreement"), dated as of [ ], 2022, is made by and between Madison Fields Solar Project, LLC (the "Company") and THE BOARD OF COMMISSIONERS OF MADISON COUNTY (the "County"), a political subdivision of the State of Ohio (the "State").

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Chapter 3706, as amended, and as enacted under the authority of Article VIII, Section 13 and other provisions of the Ohio Constitution, the Ohio Air Quality Development Authority, a body both corporate and public, duly organized, operating, and existing under Ohio Revised Code Chapter 3706 (the "Authority"), is authorized to issue air quality revenue bonds for the purpose of carrying forward the declared public policy of the State to provide for the conservation of air as a natural resource of the State, and to provide for the comfort, health, safety, and general welfare of all employees, as well as all other inhabitants of the State; and

WHEREAS, pursuant to Ohio Revised Code Section 3706.041, air quality facilities financed by bonds issued by the Authority are exempt from taxes under Ohio law, including sales taxes during construction and real property taxes for so long as such bonds remain outstanding (the "OAQDA Tax Exemption"); and

WHEREAS, the Company plans to construct and operate a solar energy generation facility with a capacity of 180 megawatts ("MW"), located on multiple parcels of land located within Pike Township in the County (the "Project"); and

WHEREAS, the Director of the Development Services Agency (now the Ohio Department of Development) certified the Project as a Qualified Energy Project ("QEP") under R.C. 5709.76 on February 8, 2021, approving the Project's QEP application; and

WHEREAS, a Payment-in-Lieu-of-Taxes (the "QEP PILOT") was defined by the County via resolution on February 18, 2021 to apply to its Alternative Energy Zone with payments of $7,000/MW, with an additional $2,000/MW service payment (the "Service Payment"), as set forth in R.C. 5709.76(D) & (G), totaling $9,000/MW annually; and

WHEREAS, under R.C. 5709.76, the first $7,000/MW of the QEP PILOT was to be allocated to the applicable taxing districts in the same manner as tangible personal property tax, and the Service Payment in the amount of $2,000/MW was to be deposited to the County general revenue fund; and

WHEREAS, the Parties intend to no longer utilize the QEP Program Agreement as limited effect for OAQDA Tax Exemption; and,

WHEREAS, the Parties intend that the Project will make the same level of annual payments to the County and local taxing districts under the OAQDA Tax Exemption as it would have under the QEP PILOT, and that such payments under the OAQDA Tax Exemption be allocated in the same manner; and

WHEREAS, in recognition of the economic development and energy benefits to the County as anticipated from the Project, the County has determined to support the Project; and

WHEREAS, the County and Company agree that the purpose of this agreement is to establish a fair and equitable economic benefit from the Project to the County as set forth herein;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

Section 1. Definitions. In addition to or supplementing words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

"Company Aggregate Payment Amount" means $1,620,000, equal to the Distributed Compensation Amount, plus the Fixed County Compensation Amount, and calculated as $9,000 per megawatt of nameplate capacity (180 megawatts) of the Project.

"Distributed Compensation Amount" means $1,260,000, calculated as $7,000 per megawatt of nameplate capacity (180 megawatts) of the Project and allocated among the applicable taxing districts in the same manner as tangible personal property tax for the applicable Exemption Year.

"Exemption Year" means each tax year for which the OAQDA Tax Exemption is in effect beginning in the first year when the Project is placed in service.

"Fixed County Compensation Amount" means $360,000, calculated as $2,000 per megawatt of nameplate capacity (180 megawatts) of the Project.

"Payment Year" means the calendar year immediately following each Exemption Year and is the year in which the Company Aggregate Payment Amount for each Exemption Year is distributed.

"Term" means the period of time that commences on January 1 of the first Exemption Year and ends on December 31 of the last Payment Year.

Section 2. Effective Date and Termination. This Agreement shall commence on the date the last party executes this Agreement. This Agreement, and all of its obligations, shall terminate at the conclusion of the Term or in accordance with Section 11.

Section 3. Company Aggregate Payment Amount. The Company shall cause to be paid annually the Company Aggregate Payment Amount to the County for each Exemption Year during the Term. The annual Company Aggregate Payment Amount shall be paid to the County no later than the final date for payment of taxes on public utility personal property on the real and public utility personal property tax list for each Payment Year during the Term. Such payments shall not exceed the Company Aggregate Payment Amount. Any payment made by the Company pursuant to Section 3 of this Agreement shall be accompanied by an accounting prepared by the Company demonstrating the calculation of the Company Aggregate Payment Amount.

1957651

Section 4. County Distribution of Distributed Compensation Amount and Fiscal County Compensation Amount. The Company Agreement Payment Amount shall be deposited and paid in accordance with Ohio Revised Code Section 5709.79 to the officer and in the amount (i.e., the first $[•]$[•],000 representing the Distributed Compensation Amount to be deposited to the applicable taxing districts in the same manner as tangible personal property tax, and the second $[•]$[•],000 representing the Fiscal County Compensation Amount to be deposited to the County general revenue fund). The County shall deposit the Fiscal County Compensation Amount upon receipt into the County's general fund. Within ninety (90) days after receipt of the Company Agreement Payment Amount, the County shall distribute the applicable portion of the Distributed Compensation Amount to the applicable taxing districts in accordance with the procedures of the Distributed Compensation Amount Resolution and Section 5709.79 of the Ohio Revised Code.

Section 5. County Covenants and Waivers. In consideration of the Company's agreement to make the payments provided for in this Agreement, the County hereby agrees that the payments to the County provided for herein are the only compensation to be received by the County in connection with the OAQDA Tax Exemption, and that the County may elect not to receive certain fees that may be provided to the County in connection with the issuance of bonds by the Authority or compensation payments that might otherwise be due and payable under Ohio Revised Code Section 5709.78.

Section 6. Amendment. This Agreement may be amended or modified only by the parties only in writing, signed by both parties to this Agreement.

Section 7. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and understandings of every kind and nature between the parties with respect to the subject matter of this Agreement.

Section 8. Notices. All payments, certificates and notices to be given or required to be given pursuant to the provisions of this Agreement shall be sent by United States ordinary mail, postage prepaid, and shall be deemed to have been given on the third when so mailed to the following addresses:

If to the Company: Midwest Public Risk Project, LLC
420 Madison Boulevard
Kansas City, Missouri 64116
Attn: [redacted]

If to the County: [redacted]

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 9. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 11. No Obligation. Notwithstanding anything to the contrary herein, the Company shall have no obligation to construct or operate the Project pursuant to this Agreement. The Company may terminate this Agreement upon thirty (30) days written notice to the County in the event it determines in its sole discretion that the Project shall not be constructed prior to the issuance of bonds by the Authority for such purpose. The Company's obligation to make payments under this Agreement shall commence upon the issuance of bonds by the Authority and for the duration of the OAQDA Tax Exemption for the Project.

[Balance of Page Intentionally Left Blank]

WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

[ACQUISITION COMPANY],
LLC

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

[Remainder of Signature Page Intentionally Left Blank]

BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY

By: _____
President, Board of Commissioners

Date: 12/6/22

By: _____
Commissioner

Date: 12-6-22

By: Mark Forrest
Commissioner NOT PRESENT

Date: _____

By: _____
County Prosecuting Attorney

Date: _____

ACKNOWLEDGEMENT AND CONSENT

The undersigned representative of Pike Township, Madison County, Ohio, does hereby acknowledge receipt of the foregoing Compensation Agreement, understands the terms of the OAQDA Exemption, and agrees to receive as compensation in connection with the OAQDA Exemption its allocable portion of the Distributed Compensation Amount, as set forth herein.

By: Michael K. Bierser

Name: MICHAEL K. BIERSER

Title: Trustee

Date: 12/06/22

[illegible]

[illegible]

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Contract – Approved – CDC of Ohio, Inc.

Dr. Xenikis moved to approve the contract for professional services with CDC of Ohio, Inc. for administration of the PY2022 CDG Allocation & NRG Program.

MADISON COUNTY
CONTRACT FOR PROFESSIONAL SERVICES
WITH
CDC OF OHIO, INC.
FOR
ADMINISTRATION OF THE PY 2021 CDBG
ALLOCATION & NRG PROGRAM

This Contract entered into on December 6, 2022, by Madison County, Ohio, party of the first part, (hereinafter referred to as the "County"), located at 1 N. West Street, London, Ohio 43140 and CDC of Ohio, Inc. (Community Development Consultants), party of the second part, (hereinafter referred to as the "Consultant"), located at 1906 South High Street, P.O. Box 06548, Columbus, Ohio, 43206.

WITNESSETH THAT:

In consideration of the mutual agreements hereinafter set forth, the parties hereto, legally intended to be bound hereby, do agree for themselves and their respective successors and assigns, as follows:

ARTICLE I
EMPLOYMENT OF CONSULTANT

1. The County agrees to engage the Consultant for the Compensation set forth in Article IV and the Consultant agrees to perform the services described in Article II, according to the terms set forth herein.

2. None of the work or services covered by this Contract will be sub-contracted without the prior written approval of the County. The Consultant will hold the County harmless from any and all claims, demands, and actions based upon or arising out of any work performed by him/her or his employees under this Contract.

3. The Consultant will comply with all applicable laws of the State of Ohio, the same as if specifically set forth herein.

4. This Contract is contingent upon receiving an official, approved Grant Agreement from the Ohio Department of Development.

ARTICLE II
SCOPE OF SERVICES

The scope of services to be performed under this Contract by the Consultant is described in Appendix A, "Work Program", attached hereto, made a part hereof, and incorporated herein by reference as though fully set forth herein.

ARTICLE III
TIME OF PERFORMANCE

The official beginning date shall be June 1, 2022 and all of the services required hereunder shall be completed no later than October 31, 2024, or as such time period is extended by the Ohio Department of Development.

ARTICLE IV
COMPENSATION

The County shall pay the Consultant according to the methods of payment and the amounts described in Appendix B, "Payment Schedule," for a total of Eighty Two Thousand Four Hundred ($82,400.00) Dollars for services set out in this Contract. Appendix B, "Payment Schedule" attached hereto, is made a part hereof, and is incorporated herein by reference as though fully set forth herein.

ARTICLE IV
TERMS AND CONDITIONS

1) Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the County, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2) Changes. The County may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this Contract.

3) Personnel.

a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have contractual relationship with the County.

b. All of the services required hereunder will be performed by the Consultant or under the Consultant's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

f) Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same, (whether by assignment or novation), without the prior written consent of the County thereto; provided, however, that claims for money by the Consultant from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

g) Reports and Information. The Consultant shall furnish such reports and information as the County may require, shall furnish the County such periodic reports as it may require pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

h) Records and Audits. The Consultant shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the County to ensure proper accounting for all project funds, both Federal funds and matching shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the County.

i) Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

j) Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of the Consultant.

k) Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments in performing any of the work or services under this Contract.

l) Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, handicap, military status or sexual preference. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, handicap, military status or sexual preference. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.

b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, familial status, handicap, military status or sexual preference

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Consultant's noncompliance with the non-compliance clauses of this Agreement or with any of such rule, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

[illegible] Consultant will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

11) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Consultant receives Federal financial assistance.

12) Section 109 of the Housing and Community Development Act of 1974.

a. No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act.

13) Interest of Members of the County. No member of the governing body of the County or any other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract.

14) Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract.

15) Interest of Consultant and Employees. The Consultant covenants that the presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

16) Lobbying. The Consultant 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 Consultant, 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, or 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 Consultant shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

c. The Consultant 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 subcontractors shall certify and disclose accordingly.

17) Records. The Consultant shall maintain project records for a minimum of three (3) years.

18) Energy Efficiency. The Consultant will comply with the efficiency requirements of 24 CFR 85.36 (i)(13).

19) Insurance. The Consultant agrees to provide evidence of general liability insurance to the County, and name the County as an additional insurer.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hand the day and year first above written.

COUNTY	CONSULTANT
Madison County, Ohio	CDC Of Ohio, Inc.
Christopher A. Wallace, President	John C. Greek, Partner
Madison County Commissioners	CDC of Ohio, Inc.

[illegible]

[illegible] CDBG Activities

Dane County Development Block Grant (CDBG) Consortia Development Program applications on behalf of Madison County, as lead city for the Department of Development, receive CDBG assistance. Program activities and eligible projects are determined by the County, with the assistance of the Consortia. Potential projects are identified by the County, with the assistance of the Consortia. Potential projects are identified by the County, with the assistance of the Consortia. Potential projects are identified by the County, with the assistance of the Consortia.

[illegible] Environmental Review

Prior to the expenditure of CDBG environmental review reports, environmental clearances, and other environmental requirements must be met before the CDBG project proceeds.

[illegible] Program Administration

Provide technical assistance and professional planning services for CDBG program administration and implementation, including:

- Establishment of financial management and bookkeeping procedures including the review of bills
- Preparation of procedures and policies to meet CDBG policy, regulatory requirements, and County specific policies
- Preparation of grant progress reports, environmental documentation, and supporting documentation, and other professional and technical services in connection with the preparation of grant progress reports including
- Establishment of accounting records and reports for Dane County Department of Development monitoring and project performance evaluations
- Preparation of the public hearing, meeting, and notices required by participating CDBG jurisdictions, project oversight, and other documents pertaining to the CDBG activities
- Preparation of records for the county's annual program audit(s)
- Program performance monitoring, and all other necessary public hearings
- All other activities necessary for CDBG program administration and eligible as "planning and admin"

Fair Housing Activities

- Training

Provide oversight and technical training to the Consortia for the identification of impediments to fair housing activities, and the analysis of impediments to fair housing choice.

The Consultant will conduct one training session for the Consortia and other interested parties on fair housing issues and concerns.

- Outreach

The Consultant will develop and distribute fair housing information to agencies, organizations and the public as necessary, as is required per the County's CDBG grant agreement.

- Complaints

The Consultant will be the County's point of contact for complaints related to Fair Housing. The Consultant will conduct and document complaints as to its nature and resolve them appropriately and timely.

- Analysis of Impediments

The Consultant will complete an update to the County's Analysis of Impediments, based on any updates mandated during the grant period.

5. Related Services Not Particularly Tied To The HUD CDBG Program

Particularly, the Consultant is expected to undertake additional administrative duties related to Madison County's Community Development Block Grant Program that may otherwise be primarily administered by other organizations. Under these circumstances, the Consultant shall provide the requested services at the hourly rates indicated on the attached Consultant Hourly Rate Schedule.

NOTE: "Project" administration activities as are normally carried out by the project's architect, engineer, attorney, real estate appraiser, or similar professional or technician, if requested to be carried out by the Consultant, shall be performed on an additional cost basis not to be included within the compensation amount of this Agreement, at the annual hourly rate schedule of the Consultant, such cost thereof to be paid from the CDBG program activities budget activity project budget(s), if approved by the Office Department of Development.

APPENDIX B - PAYMENT SCHEDULE FOR CDBG ADMINISTRATION

CDC of Ohio shall submit invoices to the County for all services performed in fulfillment of this Agreement according to the schedule presented below. The County shall issue payment for services according to the schedule below on satisfactory completion of the services included and following reasonable time thereafter for processing of payment forms.

	Service	Community Development Allocation	Neighborhood Revitalization Program	Contract Total
1	Completion of the 2022 CDBG Income and CDBG Community Development applications and submission to the State of Ohio including conducting public hearing meetings	$8,000	$12,000	$20,000
2	Completion of the environmental review and related documents for all projects/activities	$4,000	$2,000	$6,000
3	Completion of procurement for professional engineering and related services, and completion of appropriate agreements with procurement guidelines and regulations	$5,000	$2,000	$7,000
4	Completion of preparation of all bid documents, bid procedures and advertisements of bids, following OHC and CDBG procedures for all selected project activities	$5,000	$10,000	$15,000
5	Completion of award of bids, contracting, and pre-construction conferences for all projects	$7,000	$10,000	$17,000
6	Completion of compliance monitoring and related activities and reports required under Davis Bacon wage rate provisions, Section 3 Compliance, equal opportunity and related regulations	$7,000	$8,000	$15,000
7	Completion of financial management assistance, performance reporting, coordination with the Ohio Department of Development, County fiscal officials, public information assistance, and other related overall administrative including attending meetings for all projects within jurisdiction of the CDBG program	$7,000	$7,000	$14,000
8	Completion of the annual Fair Housing Program, including training outreach and evaluation of completion	$1,000	$0	$1,000
Proposed CDC of Ohio Total Maximum Payments		$35,000	$50,000	$85,000

Note: $1,000.00 from Neighborhood Revitalization funds have been granted to the Administration for the use of the Consultant to assist the County in developing and submitting expenses incurred during the 2022 CDBG Program.

	Allocation	NRP
Proposed Travel Cost Only for County Administrative Costs	$1,000	$0

Travel includes one round trip and local travel for Mark Kern to the quarterly Administration Team meetings in Columbus.

APPENDIX C
CONSULTANT HOURLY RATE SCHEDULE, 2023

PARTNERS _____ $110.00/hr.

SENIOR PLANNERS
Professional City Planner with bachelor or masters degree in planning and at least 5 years experience in planning or recognized expertise in specialized field _____ $90.00/hr.

ASSOCIATE PLANNERS
City planner with degree in planning or related field and at least two years experience in planning or comparative degree and experience _____ $65.00/hr

ASSISTANT PLANNERS
City Planner with degree in planning or related field or comparative degree and experience _____ $40.00/hr.

PLANNING TECHNICIAN
College student currently enrolled in masters degree program in City Planning or equivalent combination of education and experience _____ $30.00/hr.

REHAB SPECIALIST
Highly trained and skilled Rehabilitation Specialist with construction experience and extensive training to meet the requirements of the Ohio Department of Development requirements to inspect dwellings rehabilitated with CDBG, HOME and OHTF funds. Trains and supervises housing inspectors. _____ $75.00/hr.

[redacted]

[redacted]

[redacted]

Subject: Contract – Approved – CDC of Ohio, Inc.

Dr. Xenikis moved to approve the contract for professional services with CDC of Ohio, Inc. for professional services with CDC of Ohio, Inc. for Administration of the PY 2022 CDBG Critical Infrastructure Program.

MADISON COUNTY
CONTRACT FOR PROFESSIONAL SERVICES
WITH
CDC OF OHIO, INC.
FOR
ADMINISTRATION OF THE PY 2022 CDBG
CRITICAL INFRASTRUCTURE PROGRAM

This Contract entered into on December 6, 2022 by Madison County, Ohio, party of the first part, (hereinafter referred to as the "County"), located at 1 N. Main Street, London, Ohio 43140 and CDC of Ohio, Inc. (Community Development Consultants), party of the second part, (hereinafter referred to as the "Consultant"), located at 1005 South High Street, P.O. Box 06241, Columbus, Ohio 43206.

WITNESSETH THAT:

In consideration of the mutual agreements hereinafter set forth, the parties hereto, legally intended to be bound hereby, do agree for themselves and their respective successors and assigns, as follows:

ARTICLE I
EMPLOYMENT OF CONSULTANT

1. The County agrees to engage the Consultant for the Compensation set forth in Article IV and the Consultant agrees to perform the services described in Article II, according to the terms set forth herein.

2. None of the work or services covered by this Contract will be sub-contracted without the prior written approval of the County. The Consultant will hold the County harmless from any and all claims, demands, and actions based upon or arising out of any work performed by himself or his employees under this Contract.

3. The Consultant will comply with all applicable laws of the State of Ohio, the same as if specifically set forth herein.

4. This Contract is contingent upon receiving an official, approved Grant Agreement from the Ohio Department of Development.

ARTICLE II
SCOPE OF SERVICES

The scope of services to be performed under this Contract by the Consultant is described in Appendix A, "Work Program", attached hereto, made a part hereof, and incorporated herein by reference as though fully set forth herein.

ARTICLE III
TIME OF PERFORMANCE

The official beginning date shall be June 1, 2022 and all of the services required hereunder shall be completed no later than October 31, 2024, or as such time period is extended by the Ohio Department of Development.

ARTICLE IV
COMPENSATION

The County shall pay the Consultant according to the methods of payment and the amounts described in Appendix B, "Payment Schedule," for a total of Twenty Nine Thousand Five Hundred ($29,500.00) Dollars for services set out in this Contract. Appendix B, "Payment Schedule" attached hereto, is made a part hereof, and is incorporated herein by reference as though fully set forth herein.

ARTICLE IV
TERMS AND CONDITIONS

1) Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the County, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2) Changes. The County may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this Contract.

3) Personnel.

   a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have contractual relationship with the County.

a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, handicap, military status or sexual preference. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, handicap, military status or sexual preference. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.

b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, familial status, handicap, military status or sexual preference

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Consultant's noncompliance with the non-compliance clauses of this Agreement or with any of such rule, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

[illegible]

[illegible]

[illegible]

APPENDIX A - WORK PROGRAM

I. CDBG Application

Prepare Community Development Block Grant (CDBG) Community Development Program application on behalf of Madison County to submit to the Ohio Department of Development, covering all CDBG requirements. Prepare forms and certify eligible projects as described by the County, with the assistance of the Consultant. Provide all supporting documentation, and attend and participate in all necessary meetings to help the public hearings as requested.

II. Environmental Review

Prepare the required CDBG environmental review reports, town reviews, and all related documents, and meet required procedures, as required under the CDBG grant agreement.

III. Program Administration

Provide full technical assistance and professional advisory services for CDBG program administration and implementation, including:

- establishment of financial management and bookkeeping procedures, including check/wire forms
- organization of procedures and actions to meet Section 3 Compliance, equal opportunity, labor standards, and related regulations
- supervision of grant program activities (e.g. procurement and contractor of engineering, architectural, legal, and related professional and technical services); coordination with local citizens and governmental agencies; written progress with County
- establishment of necessary records and reports for Ohio Department of Development monitoring and project performance evaluation
- supervision of all public bidding, contracting, construction management (a pertains to CDBG administered) project oversight and field observation; progress review
- organization for environmental release of funds upon program completion
- prepare project amendments, as needed, and all necessary public hearings, etc.
- all other activities necessary for CDBG program administration not eligible as "direct cost" activities

IV. Federal Services Not Performed by Field In the 2021 CDBG Program

Periodically, the Consultant is requested to undertake additional administrative duties which the Madison County Community Development Block Grant Program that may otherwise be primarily administered by other organizations. Under these circumstances, the Consultant shall provide the requested services at the hourly rates indicated in the attached Consultant Hourly Rate Schedule.

NOTE: "Project" administration activities are not normally carried out by the people on their regular salaries, and require supervision, outside professional or technical, if requested by the County by the Consultant, shall be performed on an additional cost basis and billed within the scope and amount of this Agreement, at the normal hourly rate schedule of the Consultant, and not funded by the grant from the CDBG program to individual activity, project budget(s) approved by the Ohio Department of Development.

APPENDIX B - PAYMENT SCHEDULE FOR CDBG ADMINISTRATION

CDC of Ohio shall submit invoices to the County for all services performed in fulfillment of this Agreement according to the schedule presented below. The County shall issue payment for services according to the schedule below on satisfactory completion of the services indicated and allowing reasonable time for receipt and processing of program funds:

	Service	Critical Infrastructure Program
1	Completion of the 2022 CDBG Process and CDBG Community Development application and submission to the State of Ohio, including conducting public hearings/ meetings:	$8,000
2	Completion of the environmental review and/or related documents for all projects/ activities:	$3,000
3	Completion of procurement for professional engineering/ architectural services and completion of appropriate agreements with government entities and agencies:	$2,500
4	Completion of preparation of all bid documents, bid procedures and advertisements of bids, flowing ORC and CDBG provisions for all selected grant activities:	$3,800
5	Completion of award of bids, contracting, and pre-construction conferences for all projects:	$4,000
6	Completion of compliance monitoring and related actions and reports required under Davis Bacon wage rate provisions, Section 3 Compliance, equal opportunity and related provisions:	$3,050
7	Completion of financial management assistance, performance reporting, coordination with the Ohio Department of Development, County, local officials, public information assistance, and other related overall administration including start-up activities, for all projects/activities involved (to be billed quarterly):	$6,000
	Proposed CDC of Ohio Total Maximum Payments:	$30,560

Note: $560.00 in available administration funds from the grant's administration line item will be set aside to assist the County in defraying advertising expenses incurred during the 2022 CDBG Program:

Proposed Funds Set Aside for County Advertising Costs:	$500

These funds are not a part of, and not included, in the above CDC of Ohio contract.

APPENDIX C
CONSULTANT HOURLY RATE SCHEDULE, 2021

PARTNERS _____ $110.00/hr.

SENIOR PLANNERS
Professional City Planner with a bachelor or masters degree in planning and at least seven years experience in planning or comparable experience in a professional field _____ $90.00/hr.

ASSOCIATE PLANNERS
City planner with a degree in planning or related field and at least two years experience in planning or comparable degree and experience _____ $65.00/hr.

ASSISTANT PLANNERS
City planner with a degree in planning or related field with two years of the degree and experience _____ $40.00/hr.

PLANNING TECHNICIAN
College student currently enrolled in a masters degree program in City Planning or equivalent combination of education and experience _____ $30.00/hr.

CLERICAL SPECIALIST
Highly trained and skilled data/information specialist with construction experience and extensive training to meet the requirements of the Ohio Department of Development requirements to integrate knowledge and interface with CDBG, HOME and OHTF funds. Extensive experience housing inspection _____ $55.00/hr.

CONSULTANT HOURLY RATE SCHEDULE, 2023 (Continued)

PREVAILING WAGE COMPLIANCE OFFICER
Trained and skilled personnel to perform all aspects required under the Federal Davis-Bacon regulations including, site visits, employee interviews, payroll record reviews, correspondence, etc. _____ $65.00/hr.

CASE PROCESSOR
Trained and skilled processor of applications of housing assistance applications using CDBG, HOME and OHTF funds. Experienced in typing or word processing, bookkeeping, and good communication skills required. _____ $40.00/hr.

OVERHEAD INCLUDED IN ABOVE RATES
- Secretarial services
- All Travel expenses
- All printing expenses
- Office materials and supplies
- Office rent, utilities, equipment, etc.
- Social Security and other employer taxes, vacations, sick leave, insurance and similar benefits
- Job promotion and marketing
- Professional study, conferences, etc.

Certificate of the County Prosecutor

Attest:

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

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

Signature _____ Date 12/6/22

Certificate of the County Auditor

Attest:

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

_____ _____

Auditor Date

Seal:

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Barrett Brothers EPN111216

Subject: Meeting Requests – Approved – Engineer

Dr. Xenikis moved per the request of Bryan Dhume, Engineer, to approve the required meeting requests in accordance with ORC: 325:20 for the following:

Bryan Dhume to "NACE Annual Conference" in Orange Beach, Al. April 17 – 19, 2023. Cost $745.00.

Bryan Dhume to "CCAO/CEAO Conference" in Columbus, Ohio December 7 – 9, 2022. Cost $1,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Resolution – Approved – Executive Session

Dr. Xenikis moved per the request of John Swaney, Sheriff, to enter into executive session at 8:41 a.m. to discuss Courthouse security and labor negotiations. This session concluded at 9:07 a.m. No action was taken.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Subject: Resolution – Approved – Executive Session

Dr. Xenikis moved to enter into executive session at 10:27 a.m. to discuss acquisition real estate. This session concluded at 11:04 a.m. No action was taken.

Following a second from Mr. Wallace the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, was not present for the vote, and Dr. Xenikis, yes.

Chris Wallace

NOT PRESENT
Mark Forrest

Dr. Tony Xenikis

ATTEST: Katie Wilson