

Subject: Transfer – Approved – Soil & Water

Mr. Forrest moved per the request of Julia Cumming, Soil & Water Administrator, to approve the transfer for the following:

Transfer from: Soil & Water Grant (1000-A07A-5-0302) in the amount of \$118,000.00.

Transfer to: Soil & Water Grants (7010-0000-4-0200) in the amount of \$118,000.00.

Sissy Wiseman
From: Cumming, Julia - NRCS-CD, London, OH <juliacumming@oh.nrcs.net>
Sent: Friday, January 8, 2021 3:28 PM
To: Sissy Wiseman
Subject: RE: 2022 Soil & Water Budget Approval

Hi Sissy,
Please transfer the amount of \$118,000.00 from Grant [xxxx]

Thank you,
Julia Cumming
Soil & Water Administrator
Madison County Office
Room 1042
1042 US HWY 42 N, London, OH 43140
419-339-8200
419-339-8200

From: Sissy Wiseman <Sissy.Wiseman@madison.oh.gov>
Sent: Friday, January 7, 2022 12:57 PM
To: Cumming, Julia - NRCS-CD, London, OH <juliacumming@oh.nrcs.net>
Subject: RE: 2022 Soil & Water Budget Approval

Do you want an actual check or just have these funds transferred?
Sissy Wiseman

From: Sissy Wiseman
Sent: Tuesday, December 28, 2021 3:28 PM
To: Cumming, Julia - NRCS-CD, London, OH <juliacumming@oh.nrcs.net>
Subject: 2022 Soil & Water Budget Approval

The 2022 Soil & Water budget has been approved.
Thanks,
Sissy Wiseman

From: Sissy Wiseman <Sissy.Wiseman@madison.oh.gov>
Sent: Friday, January 7, 2022 12:57 PM
To: Sissy Wiseman <Sissy.Wiseman@madison.oh.gov>
Subject: RE: 2022 Soil & Water Budget Approval

Hi Sissy,
Please transfer the amount of \$118,000.00 from Grant [xxxx]

Web: madisonsoilandwater.com
Email: julia.cumming@oh.nrcs.net
831 US HWY 42 NE, London, OH 43140

From: Sissy Wiseman <Sissy.Wiseman@madison.oh.gov>
Sent: Friday, January 7, 2022 12:57 PM
To: Cumming, Julia - NRCS-CD, London, OH <juliacumming@oh.nrcs.net>
Subject: RE: 2022 Soil & Water Budget Approval

Do you want an actual check or just have these funds transferred?
Sissy Wiseman

From: Sissy Wiseman
Sent: Tuesday, December 28, 2021 3:28 PM
To: Cumming, Julia - NRCS-CD, London, OH <juliacumming@oh.nrcs.net>
Subject: 2022 Soil & Water Budget Approval

The 2022 Soil & Water budget has been approved.
Thanks,
Sissy Wiseman

	2022
7010 - Soil & Water	Approved
7010-1000-50020	Salary - Employees 204,398.00
7010-1000-50030	Supplies 1,000.00
7010-1000-50070	Equipment 4,500.00
7010-1000-50167	Rentals 15,450.00
7010-1000-50069	Services Fees 2,931.00
7010-1000-57600	Scholarships
7010-1000-60040	Travel 8,000.00
7010-1000-50041	Advt. & Printing 1,000.00
7010-1000-50042	PERS 28,616.00
7010-1000-50506	Workers Comp 2,044.00
7010-1000-50044	Medicare 2,964.00
7010-1000-50046	Other Expense 25,000.00
7010-1000-50100	Health Insurance 25,560.00
7010-1000-50101	Dental Insurance 1,025.00
7010-1000-50102	Vision Insurance 248
7010-1000-50103	Life Insurance 225
7010-1000-57606	Farm Land Preservation
	Total 323,011.00

General Fund		
1000-A07A-50302	Soil & Water	118,000.00

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

Government Forms and Supplies: E21044320V

Subject: Statement of Cash Account - Approved - Madison County

Mr. Forrest moved to approve the monthly statement of cash account for Madison County.

Madison County Statement of Cash from Revenue and Expense

Forrest [checked] Wallace [checked] [checked]

Table with columns: Fund, Description, Beginning Balance, Net Revenue YTD, Net Expense YTD, Unexpended Balance, Encumbrance YTD, Ending Balance, Message. Rows include GENERAL FUND, BUDGET REVISION FUND, GAS TAX, ROAD LAW ENFORCEMENT FUND, etc.

Statement of Cash from Revenue and Expense

Table with columns: Fund, Description, Beginning Balance, Net Revenue YTD, Net Expense YTD, Unexpended Balance, Encumbrance YTD, Ending Balance, Message. Rows include 541 SPECIAL LEVY, GENERAL & CARRY, INCIDENT DIVISION ALCOHOL TRC, etc.

Statement of Cash from Revenue and Expense From: 1/1/2021 to 12/31/2021

Table with columns: Fund, Description, Beginning Balance, Net Revenue YTD, Net Expense YTD, Unexpended Balance, Encumbrance YTD, Ending Balance, Message. Rows include various fund descriptions like Construction, Police, Fire, etc.

Statement of Cash from Revenue and Expense From: 1/1/2021 to 12/31/2021

Table with columns: Fund, Description, Beginning Balance, Net Revenue YTD, Net Expense YTD, Unexpended Balance, Encumbrance YTD, Ending Balance, Message. Rows include various fund descriptions like Family Council, Health, Education, etc.

Government Forms and Supplies: E210-452KRV

Statement of Cash from Revenue and Expense

From: 1/1/2021 to 12/31/2021

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7200	AGENCY CROSS FERT I/O DARBY	\$1,263.00	\$0.00	\$0.00	\$1,263.00	\$0.00	\$1,263.00	
7206	DUMENT APPLICATION FEE	\$164.60	\$11,928.80	\$10,810.00	\$1,324.60	\$0.00	\$1,324.60	
7210	AGENCY 60 ELEC.COUN	\$0.00	\$1,825.00	\$1,625.00	\$200.00	\$0.00	\$200.00	
7215	AGENCY MCL MONEY	\$202,452.50	\$34,132.00	\$129,334.46	\$54,250.04	\$0.00	\$54,250.04	
7230	AGENCY AUTO REGISTRATION	\$5,850.88	\$235,337.33	\$226,337.38	\$5,850.83	\$0.00	\$5,850.83	
7231	AGENCY CORP INV PERMISSIVE TX	\$1,691.78	\$58,328.24	\$56,636.46	\$1,691.78	\$0.00	\$1,691.78	
7265	AGENCY GENERAL TAX	\$1,564,847.87	\$58,443,600.31	\$56,821,412.88	\$1,486,834.40	\$0.00	\$1,486,834.40	
7266	AGENCY ESTATE TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7287	AGENCY OHIO HOUSING TRUST FUND	\$81,910.45	\$256,052.00	\$265,849.90	\$34,683.75	\$128,274.70	\$34,683.75	
7288	AGENCY PERS PROPERTY	\$1,659.83	\$0.00	\$0.00	\$1,659.83	\$0.00	\$1,659.83	
7289	AGENCY ADUBLE HOME TAX	\$18,242.26	\$138,444.97	\$134,214.89	\$14,262.73	\$0.00	\$14,262.73	
7300	AGENCY GAMBLING TAX	\$0.00	\$4,530.82	\$4,218.68	\$312.14	\$0.00	\$312.14	
7335	AGENCY LOCAL GOVT.	\$55,314.87	\$2,620,314.89	\$2,602,258.12	\$58,271.54	\$0.00	\$58,271.54	
7338	AGENCY TRAVEL SERVICES	\$0.00	\$1,844,187.84	\$1,844,187.84	\$0.00	\$0.00	\$0.00	
7339	AGENCY LGO/TREASASST	\$18,550.15	\$0.00	\$0.00	\$18,550.15	\$0.00	\$18,550.15	
7344	AGENCY LAW LIBRARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7345	CLERK OF COURTS COLLECTORS	\$50.00	\$160.00	\$97.50	\$112.50	\$0.00	\$112.50	
8000	AGENCY CORONAVIRUS FEDERAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8005	County Pdpca C.A.R.E.S Grant	\$1,777,644.86	\$4,344,448.51	\$1,474,372.83	\$1,647,421.45	\$30,185.44	\$4,347,616.14	
PR00	AGENCY PATROLL CLEARING	(\$123,519.70)	(\$4,053.58)	\$15,719.73	(\$143,813.10)	\$0.00	(\$143,813.10)	
Grand Total:		\$34,648,467.64	\$128,257,778.88	\$116,791,390.23	\$44,514,856.29	\$2,431,468.17	\$41,683,388.12	

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

Subject: Transfer – Approved – EMA

Mr. Forrest moved per the request of Deb Sims, EMA Director, to approve the transfer request for the following:

Transfer from: LEPC Transfer Out (7076-T600-5-0049) in the amount of \$12,000.00.

Transfer to: EMPG Transfer In (2030-0000-4-0020) in the amount of \$12,000.00.



Madison County Emergency Management Agency

To: Madison County Commissioners
From: Deborah Sims
Re: Fund Transfer Request
Date: January 10, 2022

I respectfully request a transfer from account #7076-T600-50049 (LEPC Transfer out) to the following account:

TRANSFER \$12,000.00 TO 2030-0000-40020 EMPG Transfer In

Thank you,

Deborah Sims

Director

MADISON COUNTY COMMISSIONERS

2022 JAN 10 PM 1:29

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

Government Forms and Supplies E23045353V

Subject: Transfer – Approved – DJFS

Mr. Forrest moved per the request of Marlene Abshear, Fiscal Officer, to approve the transfer request for the following:

Transfer from: General Fund Grants (1000-A09E-5-0200) in the amount of \$36,000.00.

Transfer to: Public Assistance (2013-0000-4-09A0) in the amount of \$36,000.00.

Transfer from: General Fund Transfers (1000-A07A-5-0309) in the amount of \$162,500.00.

Transfer to: Children Services County Share (2062-0000-4-0090) in the amount of \$162,500.00.

Department: Madison County DJFS Date: 2022 1/11/22 12:51

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	GENERAL FUND	1000	GRANTS	1000-A09E-50200
	Fund Name	Fund #	Account Name	Account Number
To:	PUBLIC ASSISTANCE	2013	COUNTY SHARE	2013-0000-409A0
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	36,000.00	

From:	GENERAL FUND	1000	TRANSFERS	1000-A07A-50309
	Fund Name	Fund #	Account Name	Account Number
To:	CHILDREN SERVICES	2062	COUNTY SHARE	2062-0000-40090
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	162,500.00	

From:				
	Fund Name	Fund #	Account Name	Account Number
To:				
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

From:				
	Fund Name	Fund #	Account Name	Account Number
To:				
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

Reason for Request:

- Mandated Share (OCT - DEC 2021 Q)
- Children Services (OCT - DEC 2021 Q)

TU = \$ 198,500.00

MADISON COUNTY BOARD OF COMMISSIONERS

Roll call vote resulted as follows:

- cc: Auditor
- Originator
- Originator File
- Transfer File

Mark Forrest *[Signature]*
 Chris Wallace *[Signature]*
 Dr Tony Xenikis *[Signature]*
 C.J. _____, Page _____
 Date: 1-11-22

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

Revised

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

Subject: Resolution – Approved – Water Supply Revolving Loan Agreement

Mr. Forrest moved to approve the resolution accepting the Water Supply Revolving Loan and authorizing the County Administrator to sign on this day of January 11, 2022.

Water Supply Revolving Loan Agreement

WATER SUPPLY REVOLVING LOAN AGREEMENT

This Agreement made and entered into as of the 11th day of Jan, by and between the Director of Environmental Protection (the "Director"), of the Division of Environmental Protection Agency of the State of Ohio, as agency duly created and existing under the laws of the State of Ohio, the Ohio Water Development Authority, a body corporate and public corporation and existing under the provisions of Chapter 6311 of the Ohio Revised Code (the "OWDA"), and together with the Director, the "Party", and the governmental body specified in the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or resolution passed by the legislative authority of the Borrower on this day, to wit: [Name of Borrower] (the "Borrower")...

WHEREAS

WHEREAS, the OWDA has been created, among other means, to carry forward the declared public policy of the State of Ohio to preserve, protect, regulate, manage, develop, utilize and manage the water resources of the State, to prevent or abate the pollution of water resources, to promote the beneficial use of water of the State for the protection and preservation of the public health, safety, convenience, and welfare, and the improvement of the economic welfare and employment opportunities of and the creation of jobs for the people of the State, or to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6311 of the Ohio Revised Code; and

WHEREAS, Section 1433 (R.C. 1433.02-14) of the Ohio Revised Code (the "ORC") authorizes the Administrator of the Ohio State Environmental Protection Agency to make regulations or plans to establish or change water assistance funds; and

WHEREAS, pursuant to the ORC, the State can provide low cost loans and other types of assistance from a revolving water supply fund to eligible public water supply systems to finance the work of infrastructure needed to enhance or maintain compliance with OWDA regulations; and

WHEREAS, the State has created a revolving water supply fund, designated the Drinking Water Assistance Fund ("DWAF"), and within the DWAF has created the Water Supply Revolving Loan Account (the "WSRLA"), pursuant to Ohio Revised Code Section 6302.22 to provide low cost loans and other types of financial assistance as set forth in said statute; and

WHEREAS, to assist the Director (hereinafter the term "Director" in each clause, such term shall also be deemed to include the Director's designated representative(s) if any) in providing low cost loans and other types of assistance from the DWAF, and to assist in the administration and operation of the DWAF as authorized by the Ohio Revised Code Section 6302.22, the Director has entered into an interagency Agreement with the OWDA, dated July 23, 2020 and has verbally entered into a renewal of that Agreement; and

WHEREAS, the Borrower is desirous of obtaining financing for necessary Project Facilities, using funds from the WSRLA; and

It is agreed and accepted by this Agreement by the OWDA on behalf of the State of Ohio and the Borrower that the principal interest to be loaned or to be repaid to be paid by the Borrower, shall be as set forth in the WSRLA.

Water Supply Revolving Loan Agreement

WHEREAS, the State is willing to provide financing to the Borrower for such Project Facilities, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6302.22, and is therefore eligible for financial assistance for its Project Facilities under the WSRLA as said Section, and

WHEREAS, the Borrower has demonstrated to the satisfaction of the State that it has the capability to pay the Scheduled Payments over the Contract Period of Years; and

WHEREAS, the State and the Borrower have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

- (1) "Application Fee" means a charge levied by the State and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the Agreement. This fee is payable in a single lump sum. The fee is calculated at one and thirty five hundredths percent (1.35%) of the estimated Eligible Project Costs, as defined as follows: the OWDA, one percent (1.00%), and to the OWDA thirty five hundredths percent (.35%);
- (2) "Approved Application" means the application submitted to the Director on the date shown on Exhibit 1, as the "Application Date," together with all attachments, supporting documentation, assessments and requirements therein as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement;
- (3) "Borrower" means the entity identified on Exhibit 1, which is an entity eligible to receive assistance under Section 1433 of the ORC and Ohio Revised Code Section 6302.22;
- (4) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on Principal Amounts disbursed during the construction period from the date of each disbursement;
- (5) "Contract Interest Rate" means the interest rate per annum shown on Exhibit 1, as "Interest Rate";
- (6) "Contract Period" means the period beginning on the Effective Date and ending on the date of the conclusion of the Contract Period of Years;
- (7) "Contract Period of Years" means the period of calendar years shown on Exhibit 1, as "Term in Years" commencing on the Date of Initial Payment to the WSRLA as set forth on the project schedule on Exhibit 1, provided that it shall commence no later than twelve (12) months following the actual initiation of Operation of the Project Facilities, as presently determined in the project schedule, but in no event shall the Contract Period of Years exceed the "Term in Years" identified on Exhibit 1;
- (8) "Delinquent Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

Government Forms and Supplies: E2104452RV

Water Supply Revolving Loan Agreement

Water Supply Revolving Loan Account Agreement

(b) "Contract Period" means the term of the Agreement as defined in the resolution of the Board of Directors of the OWDA.

(c) "Project Participation" shall mean the portion of the total cost of the Project that is to be repaid by the Borrower and the State of Ohio, as defined in the resolution of the Board of Directors of the OWDA.

(d) "Project Site" means the real estate located in the State of Ohio which is the subject of the Agreement and which is to be used for the Project.

(e) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Facilities including repayment of the loan provided for herein.

(f) "Drinking Water Service Charge" means a charge against the user payable to the Borrower for the distribution and treatment of public drinking water and for the provision of the facilities therefor.

If the Contract Period of Years commences prior to the final determination of the Project Participation Principal Amount, the Semi-Annual Payment shall be based upon the best figures available at the time the computation of each Semi-Annual Payment is required to be made. When such final costs are known, the Semi-Annual Payment shall be recomputed and the next following Semi-Annual Payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Project Participation Principal Amount been used in computing the Semi-Annual Payment at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(g) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Facilities including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 1 sets out the Resolution of Necessity adopted by the appropriate legislative authority.

(h) "Drinking Water Service Charge" means a charge against the user payable to the Borrower for the distribution and treatment of public drinking water and for the provision of the facilities therefor.

ARTICLE II - PROPERTY INTEREST IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERE TO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the Borrower.

Section 2.2. The Borrower agrees that the State or its designated representatives shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The Borrower further agrees that the State or its designated representatives shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.B. hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES, AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the Borrower shall do all things necessary to construct the Project Facilities on the Project Site (which the Borrower hereby represents has been acquired by the Borrower) by means of the construction contract.

Section 3.2. In connection with the construction of the Project Facilities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Facilities in accordance with the specific terms and conditions of each of the following: plan approvals, the Finding of No Significant Impact, and the approved project detailed plans and specifications, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The construction contract(s) will provide that the designated representatives of the State will have access to the work whenever it is in preparation or progress and that the contractor will provide for such access and inspection.

Water Supply Revolving Loan Agreement

Water Supply Revolving Loan Account Agreement

(1) The Borrower shall maintain the project for the life of the loan...

(2) The Borrower shall maintain the project for the life of the loan...

(3) The Borrower shall maintain the project for the life of the loan...

(4) The Borrower shall maintain the project for the life of the loan...

(5) The Borrower shall maintain the project for the life of the loan...

(6) The Borrower shall maintain the project for the life of the loan...

(7) The Borrower shall maintain the project for the life of the loan...

(8) The Borrower shall maintain the project for the life of the loan...

(9) The Borrower shall maintain the project for the life of the loan...

(10) The Borrower shall maintain the project for the life of the loan...

(11) The Borrower shall maintain the project for the life of the loan...

an audit of its use of Federal financial assistance (see 2 CFR Part 200). The Borrower agrees to keep a copy of the SAA audit for review, if requested, by the State for the life of the loan period.

(e) The Borrower acknowledges and agrees that its obligation under Section 3.2(c) to conform to applicable requirements of Federal laws, rules and regulations, includes, without limitation, the obligation to:

(i) Comply with all applicable Federal requirements imposed by the Federal Consolidated Appropriations Act and related State Revolving Fund Policy Guidelines, including, among others, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (A) the Borrower has requested and obtained a waiver from the Director pertaining to the Project or (B) the Director has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(ii) Comply with all record keeping and reporting requirements under the Clean Water Act (CWA), including any reports required by the Federal agency or the Director such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (A) each contract and subcontract related to the Project is subject to audit by appropriate Federal and State entities and (B) failure to comply with the CWA and this Agreement may be a default hereunder that may result in the required immediate repayment from the Borrower of financial assistance provided under this Agreement and/or other remedial actions.

Section 3.3. In connection with the construction, accounting and auditing of the Project facilities, the Borrower agrees to:

(a) Establish fiscal controls and accounting systems of all Project Costs. These systems must be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

(b) Keep accurate records of all Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Auditing Standards (GAGAS).

(c) Permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of conducting record reviews, audits or examination, which examination may include examination for compliance with Ohio Revised Code Section 6109.22, the SDWA, and other applicable federal laws, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

(d) In the event construction costs are to be paid from loan proceeds under this Agreement, the Borrower shall comply with the Federal Davis Bacon Act, codified at 40 U.S.C.A. 3141-3144 unless waived in writing by the State, and as long as any such State waiver is consistent with federal law.

Section 3.4. The Borrower shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of its contract price as security for the faithful performance of its contract.

Section 3.5. The Borrower shall require that each of its contractors and all subcontractors maintain during the life of its contract, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State.

Government Forms and Supplies E21044529V

Water Supply Revolving Loan Agreement

Water Supply Revolving Loan Account Agreement

If the project facilities are completed and accepted by the Borrower, the Borrower shall be obligated to the State for the amount of the loan...

Section 10. The Borrower shall provide and maintain adequate engineering services and maintenance for the operation and inspection of the Project Facilities...

Section 11. Subject to the terms and conditions of this Agreement, the approval of the Director and compliance by the Borrower with all the requirements of the OWDA...

Section 12. Upon the completion of the Project Facilities, the Borrower shall be obligated to the State for the amount of the loan...

Section 13. Upon completion of the Project Facilities, the Borrower shall be obligated to the State for the amount of the loan...

Section 14. The Borrower shall comply with the requirements of the OWDA...

(f) In addition to the obligations required by this Agreement, the Borrower shall be obligated to the State for the amount of the loan...

Section 15. The Borrower shall comply with the requirements of the OWDA...

(b) If deemed necessary by the plan approvals, the Borrower shall be in compliance with any required SDWA amendments, as described in the plan approvals...

(c) The Borrower shall comply with applicable "fair share" goals for utilization of Disadvantaged Business Enterprises...

(d) The loan recipient shall notify the Director in writing within thirty (30) days of the completion of project construction, and shall submit the final change order...

Section 3.11. The Borrower shall be in conformance with the requirements of Section 3.10, above and in compliance with the following:

(a) By the time fifty percent (50%) of the Eligible Project Costs to be reimbursed by DWAF moneys have been disbursed by OWDA, the Borrower must demonstrate...

(b) At any time during the effective period of this Agreement, the Borrower must demonstrate, to the satisfaction of the State...

Except as related to paragraph (b) of Section 3.10, above, upon the failure of the Borrower to comply with the provisions of Section 3.10 and 3.11 herein...

ARTICLE IV - PAYMENTS BY BORROWER

Section 4.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee...

The obligation of the Borrower to pay the charges set forth in this Section 4.1 shall not be assignable, and the Borrower shall not be discharged therefrom, without the prior written consent of the State.

Water Supply Revolving Loan Agreement

In the event that the Borrower fails to make a full Scheduled Payment as provided herein, the amount of any such partial payment that shall be applied on interest on the loan will be the amount being applied toward the principal of the revolving loan.

With respect to this Agreement, the Borrower agrees to pay the amount of the principal of the revolving loan and any interest thereon as provided herein. The Borrower agrees to pay the amount of the principal of the revolving loan and any interest thereon as provided herein.

Section 4.2. The Borrower agrees to pay the amount of the principal of the revolving loan and any interest thereon as provided herein. The Borrower agrees to pay the amount of the principal of the revolving loan and any interest thereon as provided herein.

Section 4.3. The Borrower hereby agrees:

(a) That it will not at any time provide or cause to be provided any information or documents to any person or entity that is not a party to this Agreement, and that it will not at any time provide or cause to be provided any information or documents to any person or entity that is not a party to this Agreement.

(b) That the Borrower will, for the duration of the term of this Agreement, maintain accurate and complete records of all transactions and activities of the revolving loan, and that it will make such records available for inspection and copying by the State.

(c) That the Borrower will, for the duration of the term of this Agreement, maintain accurate and complete records of all transactions and activities of the revolving loan, and that it will make such records available for inspection and copying by the State.

All of the obligations under this Agreement shall be established or satisfied as provided herein, and the Borrower agrees to pay the amount of the principal of the revolving loan and any interest thereon as provided herein.

Section 4.4. If the Borrower pays all or any portion of the Scheduled Payment from Special Assessment Funds and any portion of the Scheduled Payment from other sources, the Borrower agrees to pay the amount of the principal of the revolving loan and any interest thereon as provided herein.

Water Supply Revolving Loan Agreement

so included and directing the State so to apply that amount. Upon the receipt of such payment and notice, the OHDA shall recalculate the remaining Semi-Annual Payments based on the reduced Project Participation Principal Amount, and the OHDA shall notify the Borrower in writing of the reduced amount of the remaining Semi-Annual Payments.

Section 4.5. The Borrower agrees to provide financing for all non-eligible Project Costs. As a preliminary indication of that commitment, the Borrower has provided evidence that financing is readily available for all non-eligible Project Costs which will be or may be incurred by the Borrower in connection with construction of the Project Facilities.

Section 4.6. The Borrower agrees that, in the event that the Borrower or its contractors receives WSNLA moneys in excess of the Eligible Project Costs, the Borrower shall repay such excess moneys to the WSNLA at the time of the first Semi-Annual Payment, or as otherwise agreed to by the Borrower and the State.

Section 4.7. In order to enable the State to comply with the requirements of federal securities laws (including, without limitation, 17 C.F.R. § 240.10b-5, and 17 C.F.R. § 240.15c2-12 ("Rule 15c2-12")) each promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the Borrower agrees to prepare and file with the State or, at the direction of the State, to file with the Municipal Securities Rulemaking Board ("MSRB"), through the EMMA System (as defined below), any annual financial information or material events disclosures that the State may determine it requires to achieve such compliance. The Borrower consents to the State's incorporation by reference into State official statements or other State filings with the MSRB, of any official statements or portions thereof, financial statements, or other documents that the Borrower may have filed or may file with the MSRB. In the event the Borrower fails to prepare any financial statement or other financial information that this Section requires the Borrower to prepare and file with or at the direction of the State, then the State shall have the right (in addition to any other rights it may have to enforce the obligations of the Borrower hereunder) to inspect all records, accounts and data of the Borrower's public drinking water system and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3. hereof. For purposes of this Section 4.7, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the following is the website address for EMMA: emma.msrb.org.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE, AND CONDEMNATION

Section 5.1. The Borrower agrees that during the Contract Period of Years it will:

- (a) Operate the Project Facilities in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and
(b) Keep the Project Facilities including all appurtenances thereto and the equipment and machinery therein in good repair and good operating condition at its own cost so that the completed Project Facilities will continue to operate with substantially the same efficiency as when first constructed.

The Borrower shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of the Project Site and the Project Facilities from time to time; provided, that the cost of any additions, modifications and improvements

Government Forms and Supplies E2104-452K1

Part of the following text

Section 5.1. The net proceeds of the insurance required in Section 5.3, hereof shall be applied as provided in Section 5.9, hereof, and

Section 5.2. In the event the Borrower shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project Facilities in good repair and operating condition, or shall fail to operate the Project Facilities in accordance with Section 5.2, hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums of the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2, and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become a separate obligation, apart from this Agreement, of the Borrower to the OWDA, which amounts, together with interest thereon at a rate equal to three percent (3%) above the Contract Interest Rate from the date thereof, the Borrower agrees to pay.

Section 5.3. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm, or other casualty, there shall be no abatement or reduction in the amounts payable by the Borrower pursuant to Section 4.1, hereof, and the Borrower will:

(a) Promptly repair, rebuild or restore the property damaged or destroyed, and

(b) Apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the Borrower necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Borrower.

Section 5.10. In the event that title to or the temporary use of the Project Site or Project Facilities, or any part thereof, shall be taken by any person, firm, or corporation acting under governmental authority, there shall be no abatement or reduction on the amounts payable by the Borrower pursuant to Section 5.1, hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Borrower in a separate condemnation award account and shall be applied by the Borrower in either or both of the following ways as shall be determined by the Borrower:

(a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project Facilities, which real estate and facilities shall be deemed a part of the Project Site and Project Facilities without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Borrower upon delivery to the OWDA of a certificate signed by an authorized officer of the Borrower that the Borrower has complied with either paragraph (a) or (b), or both, of this Section 5.10. The OWDA shall cooperate fully with the Borrower in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities or any part thereof. In no event will the Borrower voluntarily settle or consent to the settlement of any prospective or pending condemnation

Water Supply Revolving Loan Account Agreement

(a) The net proceeds of the insurance required in Section 5.3, hereof shall be applied as provided in Section 5.9, hereof, and

(b) The net proceeds of the insurance required in Section 5.4, hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.8. In the event the Borrower shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project Facilities in good repair and operating condition, or shall fail to operate the Project Facilities in accordance with Section 5.2, hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums of the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2, and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become a separate obligation, apart from this Agreement, of the Borrower to the OWDA, which amounts, together with interest thereon at a rate equal to three percent (3%) above the Contract Interest Rate from the date thereof, the Borrower agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm, or other casualty, there shall be no abatement or reduction in the amounts payable by the Borrower pursuant to Section 4.1, hereof, and the Borrower will:

(a) Promptly repair, rebuild or restore the property damaged or destroyed, and

(b) Apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the Borrower necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Borrower.

Section 5.10. In the event that title to or the temporary use of the Project Site or Project Facilities, or any part thereof, shall be taken by any person, firm, or corporation acting under governmental authority, there shall be no abatement or reduction on the amounts payable by the Borrower pursuant to Section 5.1, hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Borrower in a separate condemnation award account and shall be applied by the Borrower in either or both of the following ways as shall be determined by the Borrower:

(a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project Facilities, which real estate and facilities shall be deemed a part of the Project Site and Project Facilities without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Borrower upon delivery to the OWDA of a certificate signed by an authorized officer of the Borrower that the Borrower has complied with either paragraph (a) or (b), or both, of this Section 5.10. The OWDA shall cooperate fully with the Borrower in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities or any part thereof. In no event will the Borrower voluntarily settle or consent to the settlement of any prospective or pending condemnation

Water Supply Revolving Loan Agreement

provision with respect to the Project Site or Project Facilities or any other terms of the water record of the Site.

ARTICLE VI - GENERAL REPRESENTATIONS AND WARRANTIES
REVENUE COVENANTS AND RESTRICTIONS

- Section 6.1. The Borrower hereby represents and warrants that:
 - (a) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.
 - (b) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.
 - (c) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.
 - (d) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.
 - (e) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.
 - (f) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.
 - (g) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.
 - (h) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.
 - (i) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.
 - (j) It is a duly organized corporation, and that the relevant laws of the State of Ohio apply to it, and that it is duly licensed to do business in the State of Ohio, and that it is in good standing under the laws of the State of Ohio.

Section 6.2. The Borrower shall be in compliance with all applicable laws, rules, regulations, orders, decrees, judgments, judgments of the court, and orders of the court, and shall be in compliance with all applicable laws, rules, regulations, orders, decrees, judgments, judgments of the court, and orders of the court.

Water Supply Revolving Loan Account Agreement

any violation of the terms or conditions of this Agreement, or of the documents referred to in Section 3.2 (a), or of the plan approval for the Project Facilities under Section 6109.07 and 6109.24 of the Ohio Revised Code. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

- Section 6.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may:
 - (a) declare the full amount of the then unpaid Project Participation Principal Amount to be immediately due and payable;
 - (b) to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the Interest due thereon.

Section 6.5. No right or remedy conferred upon the OWDA or the Director under Sections 6.3 or 6.4 hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 6.6. The Borrower releases the State from, and agrees that the State shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the State, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Facilities, or the use thereof; provided that such indemnity under this Section 6.6 shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorney's fees).

ARTICLE VII - MAINTENANCE OF TAX-EXEMPT STATUS OF BONDS/Private Business Use RESTRICTIONS

Section 7.1. The Borrower acknowledges that the OWDA may issue tax exempt bonds to provide the funds to meet the State's obligations with regard to funding the DWAAP and that the maintenance of the tax-

Water Supply Revolving Loan Agreement

Section 11. The purpose of this Agreement is to provide for the loan of the loan proceeds to the borrower for the purpose of financing the construction of the water supply revolving loan project.

Section 12. The borrower shall be responsible for the maintenance and repair of the water supply revolving loan project and shall be liable for the repayment of the loan proceeds.

Section 13. The borrower shall be responsible for the payment of the interest on the loan proceeds and shall be liable for the repayment of the loan proceeds.

Section 14. If the borrower fails to comply with the terms of this Agreement, the lender may take any action necessary to enforce the terms of this Agreement.

The number of this page is 10 of 10.

Water Supply Revolving Loan Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the "Effective Date."

APPROVED AS TO FORM OHIO ENVIRONMENTAL PROTECTION AGENCY
By Ohio EPA Counsel
By Laurie A. Stevenson, Director
Print Name Date

APPROVED AS TO FORM OHIO WATER DEVELOPMENT AUTHORITY
By General Counsel
By Ken J. Heigel, Executive Director
Print Name Nick Adkins, Prosecutor Date

APPROVED AS TO FORM BORROWER
By Borrower's Counsel
By Rob Slane, Authorized Representative
Print Name Rob Slane
Title Madison County Administrator
Date 1/10/09

* If the execution of this Agreement on behalf of the OWDA is not required for the reason stated in note 1 on page 1 hereof, then "W/A" shall be inserted on the signature lines for the OWDA and its General Counsel.

Government Forms and Supplies E8104428Y

Water Supply Revolving Loan Account

Project Name: Madison County Water System		Exhibit 1
Borrower: Madison County		Loan Number: FS390049-0010
Address: 625 US 42		
City & State: London, OH		Zip Code: 43140
Borrower's Authorized Representative: Rob Slane		Phone: (740) 845-1820

Project Description
 This project is for a new 500,000 gallon elevated storage tank and water transmission mains. It also will include upgrades to the existing WTP at the Ohio Department of Rehabilitation and Correction in London that the County recently purchased.

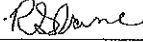
Activity	Eligible	Total Project Cost
Technical Services		
Administration	\$90,612.76	\$90,612.76
Engineering Services	\$680,000.00	\$680,000.00
Construction		
M. Campbell Contracting, LLC - Distribution Part 1	\$3,646,739.60	\$3,646,739.60
Breckney, Inc. - Distribution Part 2	\$3,872,320.00	\$3,872,320.00
Calkwell Tanks, Inc. - Elevated Water Storage Tank	\$2,105,600.00	\$2,105,600.00
MicroCompt - SCADA System project	\$511,000.00	\$511,000.00
Other Costs		
Contingency	\$1,776,601.74	\$1,776,601.74
Design	\$737,735.00	\$737,735.00
Other: Permit Fee	\$20,600.00	\$20,600.00
Subtotal:	\$13,620,609.00	\$13,620,609.00
Application Fee	\$174,160.00	\$174,160.00
Total Estimated Cost:	\$13,794,769.00	\$13,794,769.00

WSRLA Loan Information	
Interest Rate:	0.0%
Term In Years:	30.0
Number of Payments:	60
Participation Rate:	0.0166667
Principal Forgiveness Amount:	\$971,827.00
Principal Amount:	\$12,822,942.00
Interest:	\$0.00
Total Cost of Borrowing:	\$12,822,942.00
Payment:	\$213,716.70

Project Schedule	
Application Date:	12/08/2021
Resolution Date:	11/16/2021
Project Completion:	07/01/2023
Date of Initial Payment:	01/01/2025

Pledged Revenues	
Section 1462(j)(1)(C) of the Safe Drinking Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources.	
Revenue Source	
Special Assessments	
General Taxes	
Water Service Charge	\$12,822,942.00
Other:	
Total:	\$12,822,942.00

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WSRLA. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WSRLA as to allow the project to be fully implemented.


1/11/22
 Rob Slane Date

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

Subject: Letter of Support – Approved – Plain City 208 Plan

Mr. Forrest moved to approve to agree with the support letter for Plain City's 208 Plan.

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



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

January 11th, 2022

The Honorable Judy Carney
Mayor, Village of Plain City
800 Village Blvd.
P.O. Box 167
Plain City, Ohio 43064

RE: Village of Plain City – Wastewater Treatment Improvements

Dear Mayor Carney:

Please accept this letter conveying full support from the Madison County Commissioners for the Village of Plain City's 208 Planning efforts. The County has been in communication with the Village and is fully aware of the Village's planning efforts regarding their wastewater treatment services in Madison County. We support the efforts the Village is taking to expand the capacity of the Village's Wastewater Treatment Plant (WWTP) and provide needed wastewater services to the Village and surrounding areas.

We look forward to working with you on this important project. Feel free to contact us if we can be of assistance.

Sincerely,


Rob Slane
County Administrator

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

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

Government Forms and Supplies E21044820V

Subject: Resolution – Approved – 2022 CCAO

Mr. Forrest moved to approve the 2022 CCAO resolution # 0112011 – 001 designating the official representative and alternative for the purpose of voting at the annual meeting of The County Commissioners of Ohio.



RESOLUTION # 0112011-001
ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS
MADISON COUNTY, OHIO
ON JANUARY 11, 2022

RESOLUTION #
0112011-001

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2022.

Commissioner, Dr. Tony Xenikis moved the adoption of the following resolution:

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW THEREFORE BE IT RESOLVED that Commissioner Chris Wallace is designated as the Official Voting Representative of Madison County.

BE IT FURTHER RESOLVED that Commissioner Mark Forrest is designated as the Alternate Voting Representative of Madison County.

The motion was seconded by Commissioner Mark Forrest

Roll Call Vote:

Commissioner: Chris Wallace, yes

Commissioner: Mark Forrest, yes

Commissioner: Dr. Tony Xenikis, yes

PASSED AND ADOPTED by the Board of County Commissioners of Madison County of London, City, on the 11th Day of January, 2022.

[Faint, mostly illegible text, likely bleed-through from the reverse side of the page.]



TO :

FROM :

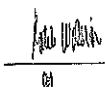
SUBJECT :

Designation of Official Representative and Alternate

Dear Mr. Garrett:

Date: January 11, 2022

County Commissioners' Association of Ohio
209 East State Street
Columbus, Ohio 43215



Dear Robin Garrett

As required by the Code of Regulations of the County Commissioners' Association of Ohio, each member county must, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate. In the case of a county organized as a charter county where the position of elected executive has been established, the elected executive designates the Official Representative and an Alternate.

As required by the Code of Regulations of the County Commissioners' Association of Ohio, each member county must, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate. In the case of a county organized as a charter county where the position of elected executive has been established, the elected executive designates the Official Representative and an Alternate.

In designating the Official Representative and Alternate, I understand that those eligible to be designated are limited to the elected executive or a member of the County Council. The purpose of this letter is to designate (Madison County Commissioner Chris Wallace) as the Official Representative and (Madison County Commissioner Mark Forrest) as the Alternate to vote at the Annual Meeting of the County Commissioners Association of Ohio in 2022.

Sincerely,

Print Name: Chris Wallace / CHAIS Wallace
Madison County Commissioner

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

Subject: Resolution – Approved – Recorder Annual Memo

Mr. Forrest moved per the request of Chuck Reed, Recorder, to approve the annual Recorder's memo resolution for the Madison County Commissioners Township Trustees/Fiscal Officer.

Effective January 1, 1992 ORC 317.081 requires that the County Recorder shall keep County and Township Zoning Resolutions including text, maps and amendments to them and make these available for public inspection during normal business hours.

This section also requires that by the 15th of January each year the County Recorder shall notify the Board of County Commissioners and the Board of Township Trustees of each Township within the County of that Board's duty under ORC: sections 303.11, 303.12, 519.11, or 519.12 to file zoning resolutions and amendments in the office of the County Recorder.

This letter is to server as the official notice required by the ORC.
ORC Sections 317.32 required the following fees when filing such documents.

MADISON COUNTY RECORDER

CHARLES E. REED

DEPUTY RECORDERS*

Cindy Andrews
Rachel Kimbler



1 N. MAIN ST., rm.40
LONDON, OHIO 43140

PHONE: 740-852-1854
FAX: 740-845-1776

Friday, January 07, 2022

Madison County Commissioners Township Trustees / Fiscal Officer

Effective January 1, 1992, Section 317.081 of the Ohio Revised Code requires that the County Recorder shall keep County and Township Zoning Resolutions, including text, maps and amendments to them and make these documents available for public inspection during normal business hours.

This Section also requires that by the 15th day of January, of each year, the County Recorder shall notify the Board of County Commissioners and the Board of Township Trustees of each Township within the County of that Board's duty under Section 303.11, 303.12, 519.11 or 519.12 of the Ohio Revised Code to file zoning resolutions and amendments in the office of the County Recorder.

This Letter is to serve, as the official notice required by the Ohio Revised Code.

Section 519.11 and 519.12 requires that within five working days after zoning resolutions and amendments are effective, the Board of Township Trustees shall file, including text and maps, in the Office of the County Recorder, and shall also file duplicates of the same documents with the Regional or County Planning Commission, if one exists, within the same period.

Section 317.32 of the Code requires the following fees when filing such documents:

(G) For filing Zoning Resolutions, including text and maps, in the office of the Madison County Recorder as required under sections 303.11 and 519.11 of the Ohio Revised Code, a base fee of twenty-five (\$25.00) dollars and a housing trust fund fee of twenty-five (\$25.00) dollars, regardless of the size of the resolutions; (total fee of \$50.00)

(H) For filing Zoning Amendments, including text and maps, in the office of the Madison County Recorder as required under sections 302.12 and 519.12 of the Ohio Revised Code, a base fee of ten (\$10.00) dollars and a housing trust fund fee of ten (\$10.00) dollars, regardless of the size or length of the amendments (total fee \$20.00).

If you have any questions, please feel free to call me at the above number or e-mail recorder@co.madison.oh.us

Sincerely,


Chuck Reed
-Madison County Recorder

REC-1001-7-11-11-13

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

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved per the recommendation of Bryan Dhume, Engineer, to enter into executive session at 9:04 a.m. to discuss economic development. This session concluded at 9:06 a.m. No action was taken.

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

Subject: Resolution – Approved – Executive Session

Dr. Xenikis moved to enter into executive session at 9:43 a.m. to discuss a real estate sale. This session concluded at 10:03 a.m. No action was taken.

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

Subject: Re – Organization of the Board 2022 – Approved – Madison County Commissioners

Mr. Forrest moved to approve the re – organization for the Board of Madison County Commissioners for 2022 for the following:

Commissioner Chris Wallace – Chairman

Commissioner Mark Forrest - Vice Chairman

In addition to also

Re – hire – Rob Slane, County Administrator, and Sissy Wiseman, Clerk.

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

Subject: Create Position – Approved – Economic Development Director/Planner

Mr. Forrest moved to create the Economic Development Director/Planner position and post this for 14 – 21 days and take resumes and go through the recruiting, hiring, and onboarding process with the intention of a start date at the beginning of March 2022. Mr. Forrest requested that this economic development position be posted as quick as possible.

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


Chris Wallace


Mark Forrest


Dr. Tony Xenikis

ATTEST: *Faye Wilson*