

Government Forms and Supplies E2104536V

Commissioners Journal # 95 Page 327 March 1, 2022

Subject: Bills – Approved – Madison County

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

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

Subject: Appropriation – Approved – Capital Cases

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

Appropriate: Capital Cases (1000-A01E-5-0045) in the amount of \$250,000.00.

MEMORANDUM

To: Madison County Board of Commissioners  
From: Thomas R. Wilson, Court Administrator, Common Pleas Court  
Date: March 1, 2022  
RE: Transfer of Funds

Due to the upcoming quadruple murder trial in August, 2022 (State of Ohio v. John Paul Steckel – Case #20210141), Common Pleas Court is requesting a transfer of funds into Account #1000-A01E-5-0045 from the General Fund in the amount of \$250,000.00 to cover expenses incurred for trial preparation and trial.

Thomas R. Wilson  
TW

7823 001 - 001  
68-01000-001

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

Subject: Appropriation – Approved – Courthouse Repairs

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

Appropriate: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$45,000.00.

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

Subject: Appropriation – Approved – Handicapped Children

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

Appropriate: Handicapped Children (1000-A07A-5-0308) in the amount of \$7,285.59.

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

Subject: Proclamation – Accept – Developmental Disabilities

Mr. Forrest moved to accept the Proclamation as March 2022 as Developmental Disabilities Awareness Month.

MADISON COUNTY  
COMMISSIONERS

**Proclamation**      2022 MAR -1 11:10:47

Whereas: Individuals with developmental disabilities, their families, friends, neighbors and co-workers encourage everyone to focus on the abilities of all people;

And

Whereas: the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution;

And,

Whereas: opportunities for citizens with developmental disabilities to function as independently and productively as possible must be fostered in our community;

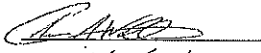

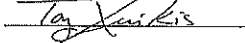
And,

Whereas: we encourage all citizens to support opportunities for individuals with developmental disabilities in our community that include full access to education, housing, employment, and recreational activities;

And,

Now, therefore, We, the Madison County Commissioners do hereby proclaim March, 2022 as Developmental Disabilities Awareness Month and recognize that our communities are stronger when everyone participates. Take time to get to know someone with a disability, and recognize that we can "Be the Change".

Signed this 1st day of March, 2022

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 E21044587V

Subject: Contract – Approved – DJFS

Mr. Forrest moved to approve the contract with Madison County Child Support Enforcement Agency and Douglas Crabbe, to purchase services for the effective administration of the support enforcement program. Effective March 1, 2022 through February 28, 2023.

Child Support (Child Support) Section  
I/P-D CONTRACT

Between the State of Ohio (the State) and the County of Madison (the County) for the purpose of providing child support enforcement services to the County of Madison.

The State and the Contractor agree that the I/P-D Contract shall be performed in accordance with the terms of the I/P-D Contract and any amendments thereto.

Wherever there is a conflict between the I/P-D Contract and any amendments thereto, the I/P-D Contract shall prevail.

The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

I/P-D Contract Terms

1. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

2. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

3. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

4. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

State of Ohio (I/P-D Contract)	Madison County (I/P-D Contract)
--------------------------------	---------------------------------

5. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

6. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

7. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

8. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

9. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

Noted by	Initial	Sign
I/P-D Contract	HJ/BJ	Douglas Crabbe
I/P-D Contract	HJ/BJ	
I/P-D Contract	HJ/BJ	

10. I/P-D Contract Period: The I/P-D Contract shall be in full force and effect from the date of execution and shall remain in full force and effect until the expiration of the term of the I/P-D Contract and any amendments thereto.

1. Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 93. The performance standards are attached to this I/P-D Contract in a separate document with a label of the top of the first page that reads "Performance Standards".

2. Access to the Public: The CSA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 10:00 A.M. and 11:59 P.M. on the following days: Monday through Saturday with the exception of the following days: See Attachment A.

3. Amendments to and Modifications of the I/P-D Contract: The Office of Child Support (OCS) will review all I/P-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of I/P-D enforcement. Language in this I/P-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- Amendments: The CSA or Contractor may amend any information in the identifiable fields in the first paragraph of the I/P-D Contract or I/P-D Contract Terms 1 through 7, provided that both the CSA and Contractor agree to the amendments, the CSA submits the amendments to OCS on the IFS 01031 (I/P-D Contract Amendment), and OCS accepts the IFS 01031; or

- Modifications: The CSA or Contractor may modify the language in this I/P-D Contract, provided that both the CSA and the Contractor agree to the modifications, the CSA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSA or Contractor modifies the language in this I/P-D Contract without the agreement of both parties to the I/P-D Contract and accepts from OCS, the modified I/P-D Contract will have no force or effect at law.

4. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the IFS 01035 (I/P-D Contract Invoice) is submitted to the CSA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the IFS 01034 (Governmental Contractor Monthly Expense Report) and the IFS 01035 are submitted to the CSA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the IFS 01034 or IFS 01035 to the CSA for payment within the appropriate time frame, the CSA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the IFS 01035 to the CSA for payment within the appropriate time frame, the CSA reserves the right to refuse payment.

5. Expensed Requirements: Equipment that has been included in the unit rate on the IFS 01030 and expensed rather than depreciated during the I/P-D Contract period shall be transferred to the CSA or the appropriate method shall be paid to the CSA when the equipment is no longer needed to carry out the work under this I/P-D Contract or a succeeding I/P-D contract.

6. Monitoring and Evaluation: The CSA and the Contractor shall monitor and evaluate the extent to which services described in the I/P-D Contract are being performed. The CSA shall evaluate the performance of the Contractor on the IFS 01155 (I/P-D Contract Evaluation) and provide a copy of the completed IFS 01155 to the Contractor.

7. Record Keeping: The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this I/P-D Contract. All books, records, payroll, and documents related to this I/P-D Contract that are in the possession of the Contractor or of a third party performing work related to this I/P-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSA. Such records shall be subject to all reasonable requests for inspection, review, or audit by duly authorized federal, state, and CSA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

8. Responsibility for Review or Audit: The Contractor agrees to accept responsibility for supplying and complying with any review or audit findings and recommendations by an authorized state or federal reviewer or audit that are directly related to the provisions of this I/P-D Contract.

9. Indemnity: When the Contractor is a private entity, the Contractor shall verify that it will at all times during the existence of this I/P-D Contract indemnify and hold harmless the CSA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same manner as the CSA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this I/P-D Contract.

- 11. When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:
  - The date on which the parties reached their decision, in accordance with paragraph 23A;
  - The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
  - The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.
- 12. The CSBA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSBA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSBA shall not be liable for any further claims.
- 13. IV-D Contract Signatures:

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSBA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSBA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSBA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSBA's Representative <i>Robin Bruno</i>	Printed Name of CSBA's Representative Robin Bruno
Date of Signature 2/15/02	

Signature of Contractor's Representative <i>Douglas R. Crabbe</i>	Printed Name of Contractor's Representative Douglas R. Crabbe
Date of Signature 03-01-02	Printed Street Address of Contractor 19697 SP RT 56 SB
Printed Title of Contractor's Representative Douglas R. Crabbe - Process Server	Printed City, State, and Zip Code of Contractor Mt. Sterling, OH 43143

Signature of County Commissioner or Representative <i>Ch. Wallace</i>	Date of Signature 3/1/02
Signature of County Commissioner or Representative <i>Mark Forrest</i>	Date of Signature 3/1/02
Signature of County Commissioner or Representative <i>Dr. Xenikis</i>	Date of Signature 2/1/00
Signature of Applicant, if required by County Commissioner <i>[Signature]</i>	Date of Signature 2/17/02

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 B21104228Y

Subject: Fee Schedule — Approved — Sanitary Sewer

Mr. Forrest moved per the request of Rob Slane, Administrator, to approve the Sanitary Sewer and Water Fee Schedule.

Schedule of Fees for Water and Sanitary Sewer Service

Basic Rates	
Service	Rate
Basic Sanitary Sewer	\$12.00
Basic Water	\$12.00
Basic Combined	\$24.00
Water (per 100 Gallons)	\$1.00
Sanitary Sewer (per 100 Gallons)	\$1.00
Water (per 100 Gallons)	\$1.00
Sanitary Sewer (per 100 Gallons)	\$1.00
Water (per 100 Gallons)	\$1.00
Sanitary Sewer (per 100 Gallons)	\$1.00
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Sanitary Sewer (per 100 Gallons)	\$1.00

Schedule of Fees for Water and Sanitary Sewer Service

Special Rates	
Service	Rate
Water (per 100 Gallons)	\$1.00
Sanitary Sewer (per 100 Gallons)	\$1.00
Water (per 100 Gallons)	\$1.00
Sanitary Sewer (per 100 Gallons)	\$1.00
Water (per 100 Gallons)	\$1.00
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Sanitary Sewer (per 100 Gallons)	\$1.00
Water (per 100 Gallons)	\$1.00
Sanitary Sewer (per 100 Gallons)	\$1.00

Schedule of Fees for Water and Sanitary Sewer Service

Special Rates	
Service	Rate
Water (per 100 Gallons)	\$1.00
Sanitary Sewer (per 100 Gallons)	\$1.00
Water (per 100 Gallons)	\$1.00
Sanitary Sewer (per 100 Gallons)	\$1.00
Water (per 100 Gallons)	\$1.00
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Sanitary Sewer (per 100 Gallons)	\$1.00
Water (per 100 Gallons)	\$1.00
Sanitary Sewer (per 100 Gallons)	\$1.00

Miscellaneous Fees

Water Meter Charge	\$ 25.00 Per Month
Water Meter Change	\$ 50.00 Each
Water Meter Reproduction	\$ 100.00 Per Meter Size
Water Meter Reproduction and Installation	\$ 150.00 Per Meter Size
Water Meter Replacement	\$ 75.00 Each Meter
Water Meter Repair (if not a replacement)	Cost of Parts plus 15%
Water Meter Rental (if not a replacement)	\$ 25.00 Each Meter
Water Meter Service (if not a replacement)	\$ 25.00 Each Meter
Water Meter Service (if not a replacement)	Cost of Parts plus 15%
Water Meter Service (if not a replacement)	\$ 25.00 Each Meter
Water Meter Service (if not a replacement)	Cost of Parts plus 15%
Water Meter Service (if not a replacement)	\$ 25.00 Each Meter
Water Meter Service (if not a replacement)	Cost of Parts plus 15%
Water Meter Service (if not a replacement)	\$ 25.00 Each Meter
Water Meter Service (if not a replacement)	Cost of Parts plus 15%
Water Meter Service (if not a replacement)	\$ 25.00 Each Meter
Water Meter Service (if not a replacement)	Cost of Parts plus 15%
Water Meter Service (if not a replacement)	\$ 25.00 Each Meter
Water Meter Service (if not a replacement)	Cost of Parts plus 15%

Laboratory Fees for Connections and All Users

Biological Oxygen Demand	\$ 20.00 Per analysis
Total Suspended Solids	\$ 20.00 Per analysis
Ammonia Nitrogen	\$ 20.00 Per analysis
pH & Dissolve	\$ 50.00 Per analysis
Water Meter Laboratory Analysis	Cost plus 15%

Extra Strength Recharge Fees for Connections and All Users

Excess of 200 mg/l. Biological Oxygen Demand	\$ 0.25 Per pound excess
Excess of 60 mg/l. Total Suspended Solids	\$ 0.25 Per pound excess
Excess of 10 mg/l. Ammonia Nitrogen	\$ 0.75 Per pound excess
Excess of 10 mg/l. Ammonia Nitrogen	\$ 1.00 Per pound excess

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

Subject: Annual Inventory Report – Accepted – Juvenile Department

Mr. Forrest moved per the request of Chris Brown, Juvenile Judge, to accept the 2021 annual inventory report for the Juvenile Department.

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

\*Note – This annual inventory report is located in the Commissioners meeting minute folder.\*

Subject: Madison County Lawn Care Bids – Bid Opening

The Madison County Lawn Care bids were opened on March 1, 2022. Four bids were received.

1. Ron Mast 2800 US Highway 42  
NE London, Ohio 43140  
Annual Total \$21,360.00 – 5 Year Amount Total - \$106,800.00.  
Weed and Fertilization – Did not bid
2. J and C Lawn Care LLC  
8565 Smith Calhoun Rd. # 12  
Plain City, Ohio 43064  
Annual Total \$22,9521.25 5 Year Amount Total - \$111,313.59.  
Weed and Fertilization – Did not bid
3. MJ Lawn Care  
304 Mogasa Dr.  
Mt. Sterling, Ohio 43143  
Annual Total \$27,000.00 5 Year Amount Total \$141,400.00.  
Fairground – Annual Total \$42,000.00 5 Year Amount Total \$210,000.00.  
Weed and Fertilization Annual Total \$17,000.00 5 Year Amount Total - \$80,000.00.
4. Allscapes Management, LLC.  
P.O. Box 285  
London, Ohio 43140  
Annual Total \$21,140.00 5 Year Amount Total \$105,700.00.  
Elm Street 28 cuts – Fairground Ditch Annual Total \$2,380.00 5 Year Amount Total \$11,900.00.  
Fairgrounds 28 cuts – Annual Total \$15,400.00 5 Year Amount Total \$77,000.00.  
Fairgrounds (inside track) 28 cuts – Annual Total \$3,500.00 5 Year Amount Total \$17,500.00.  
Weed and Fertilization Annual Total \$6,540.00 5 Year Amount Total \$32,700.00.

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved to enter inter executive session at 8:43 a.m. per the request of John Swaney, Sheriff, to discuss Courthouse security and contract negotiation. This session concluded at 8:58 a.m. No action was taken.

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 EN104458V

Subject: Resolution - Approved - Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the resolution for the 2021 County Highway System Mileage Certification for Madison County.



Ohio Department of Transportation  
Office of Technical Services  
2021 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than March 1, 2021 or any mileage will be certified by ODOT based on the best information available.

The total length of county maintained public roads in MADISON County  
is 310.50 miles as of December 31, 2020.

As certified by the Board of County Commissioners and the Director of Investigation  
in accordance with the provisions specified in Section 6311.04 of the Ohio Revised Code.

Quarterly mileage changes for 2020 are: CT 2020 and decrease the total increase or decrease in mileage.  
All the net change to the 2020 certified mileage above and below is the net total below.

For the calendar year ending on December 31, 2020

The county was responsible for maintaining 310.50 miles of public roads.

[Signature] 3/1/21  
Signature of Director of Board of County Commissioners  
[Signature] 3/1/21  
County Engineer  
[Signature] 3/1/21  
County Auditor  
[Signature] 2-18-21  
County Highway Engineer

Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return a completed copy of this form to any of the following addresses if any changes need to be  
made to the information provided.  
Ohio Department of Transportation  
Office of Technical Services  
Mail Stop 6200  
180 West Broad St. 3rd Floor  
Columbus, OH 43260  
This form should be submitted to the following:

Summary of 2021 ODOT Changes  
for Roads in MADISON County,  
Township 00, COUNTY

Certified Mileage for 2020: 310.50 Miles

TRF ID	Code	C 0020	Res Name	CH18	Chng	2020
			WEST GREEN TOWNSHIP	125.00	0.00	125.00
			MADISON TOWNSHIP	185.50	0.00	185.50
TOTAL MILEAGE REPORTED						

Total Change: 0.00

Certified Mileage For 2021 : 310.50 Miles

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

Subject: Re - Zone Z - 897 MTC Rentals - Hearing - Building & Zoning

The hearing for the Re - Zone of Z - 897 to re - zone two acres from Neighbor Commercial District (NCD) to General Commercial (C - 2) at 9899 US Highway 42 S. London, Ohio 43140. Darby Township Parcel 676 - Aerial -2 VMS - 4637 Tax Pin # 02-00290.001 took place on March 1, 2022.

Those Present

- MADISON COUNTY COMMISSIONERS  
 Re - Zone Z - 897  
 March 1, 2022 - 9:30 a.m.
1. [Signature]
  2. [Signature]
  3. [Signature]
  4. [Signature]
  5. [Signature]
  6. [Signature]
  7. [Signature]
  8. [Signature]
  9. [Signature]
  10. [Signature]
  11. \_\_\_\_\_
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  22. \_\_\_\_\_
  23. \_\_\_\_\_

Subject: Re - Zone Z - 897 MTC Rentals - Approved - Building & Zoning

Mr. Forrest moved to approve the Re - Zone for Z - 897 - re - zone for two acres from Neighbor Commercial District (NCD) to General Commercial (C - 2) at 9899 US Highway 42 S. London, Ohio 43140. Darby Township Parcel 676 - Aerial -2 VMS - 4637 Tax Pin # 02-00290.001.

**RECORD OF ACTION  
 BY THE MADISON COUNTY ZONING AUTHORITY**

APPLICATION NO. 2-897 DATE 1/10/2022  
 NAME OF APPLICANT HTC Rentals Mark Traver  
 ZONING CHANGE FROM HC2 TO C-2

\*\*\*\*\*

**PLANNING COMMISSION:**  
 Received Application from Review Board (Date) \_\_\_\_\_  
 Review Application \_\_\_\_\_ (Date) 2/8/2022  
 Recommended to the Zoning Commission  Approval  Modification  Denial of Application \_\_\_\_\_ (Date) 2/28/22  
 Tabled \_\_\_\_\_  
 Reason: \_\_\_\_\_ SIGNED BY [Signature]  
 Chairman, Madison County Planning Commission

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**ZONING COMMISSION:**  
 Public Hearing on Application set for 7:00 P.M., 2/15/22 at the Madison County Courthouse, London, Ohio. (Date)  
 Notice of time, place and purpose of hearing mailed to property owners within 500 feet of property proposed to be rezoned 1/21/2022 (Date)  
 Legal Notice of hearing in Madison County Website 2/9/22 (Date)  
 Recommendation for  Approval  Modification  Denial of Application was certified to County Commissioners by the Zoning Commission 2-15-2022 (Date)  
 Tabled: \_\_\_\_\_  
 Reason: \_\_\_\_\_ SIGNED BY [Signature]  
 Chairman, Madison County Zoning Commission

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**COUNTY COMMISSIONERS:**  
 Public Hearing on Application set for 9:30 A.M., 3-1-2022 at the Madison County Courthouse, London, Ohio. (Date)  
 Legal Notice of Hearing, Madison Press Issue of 4A  
 County Commissioners  upheld the recommendations of the Zoning Commission  overruled the recommendations of the Zoning Commission 3-1-2022 (Date)  
 SIGNED BY [Signature]  
 Chairman, Board Of County Commissioners

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

[Signature]  
Chris Wallace

[Signature]  
Mark Forrest

[Signature]  
Dr. Tony Xenikis

ATTEST: [Signature]