

Commissioners Journal # 90 Page 511 July 23, 2019

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. Forrest the result of the roll call was: Mr. Hunter, was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Decrease PO Funding – Approved – Commissioners Transfers Permanent Improvements

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

Decrease: Commissioners Transfers Permanent Improvements (1000-A01A-5-0057) PO # 1832 in the amount of \$83,889.27.

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

Subject: Budget Revision – Approved – Courthouse Construction

Dr. Xenikis moved to approve the budget revision for the following:

Decrease: Commissioners Transfers Permanent Improvements (1000-A01A-5-0057) in the amount of \$83,889.27.

Increase: Courthouse Construction (1000-A04A-5-0090) in the amount of \$83,889.27.

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

Subject: Increase PO Funding – Approved – Courthouse Construction

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

Increase: Courthouse Construction (1000-A04A-5-0090) PO # 1850 in the amount of \$83,889.27.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, was not present for the vote. Mr. Forrest, yes, 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 \$30,538.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, was not present for the vote. Mr. Forrest, yes, 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 # 1875 in the amount of \$30,538.00.

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

Subject: Appropriation – Approved – Commissioners Professional Services

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

Commissioners Professional Services (1000-A01A-5-0045) in the amount of \$17,655.00.

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

Subject: Increase PO Funding – Approved – Professional Services

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

Increase: Professional Services (1000-A01A-5-0045) PO # 1771 in the amount of \$17,655.00.

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

Subject: Appropriation – Approved – Commissioners Other

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

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$6,000.00.

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

Subject: Transfer – Approved – Dog & Kennel

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

Transfer from: Commissioners Other (1000-A01A-5-0046) in the amount of \$6,000.00.

Transfer to: Dog & Kennel Transfers (2012-0000-4-1100) in the amount of \$6,000.00.

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

Subject: Appropriation – Approved – Dog & Kennel

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

Appropriate: Dog & Kennel Other Expense (2012-B000-5-0046) in the amount of \$6,000.00.

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

Subject: Increase PO Funding – Approved – Dog & Kennel

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

Increase: Dog & Kennel Other Expense (2012-B000-5-0046) PO # 2022 in the amount of \$6,000.00.

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

Subject: Decrease PO Funding – Approved – Park Board

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

Decrease: Park Board Other (7125-T892-5-0046) PO # 1910 in the amount of \$500.00.

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

Government Forms and Supplies E1610045A

Subject: Appropriation – Approved – Juvenile

Dr. Xenikis moved per the request of Chris Brown, Juvenile Judge, to approve the appropriation for the following:

- Appropriate: Program (Grant) Administration (7080-T800-5-0200) in the amount of \$17,000.00.
- Appropriate: Diversion Salary & Expenses (7080-T800-5-0005) in the amount of \$56,800.00.
- Appropriate: GPS Monitoring (7080-T800-5-0006) in the amount of \$5,050.00.
- Appropriate: Madison County DARE (7080-T800-5-0007) in the amount of \$12,500.00.
- Appropriate: Mental Health Counseling (ProKids) (7080-T800-5-0008) in the amount of \$2,000.00.
- Appropriate: Risky Business (7080-T800-5-0009) in the amount of \$2,600.00.
- Appropriate: Probation Salary (7080-T800-5-0020) in the amount of \$97,000.00.
- Appropriate: Probation Expenses (7080-T800-5-0040) in the amount of \$10,225.00.
- Appropriate: PERS (7080-T800-5-0042) in the amount of \$19,955.00.
- Appropriate: Medicare (7080-T800-5-0044) in the amount of \$2,125.00.
- Appropriate: Medical Coverage – Med Ben Insurance (7080-T800-5-0100) in the amount of \$22,000.00.
- Appropriate: Dental Coverage (7080-T800-5-0101) in the amount of \$1,100.00.
- Appropriate: Vision Insurance (7080-T800-5-0102) in the amount of \$210.00.
- Appropriate: Life Insurance (Anthem) (7080-T800-5-0103) in the amount of \$80.00.
- Appropriate: Clinical Assessments (7080-T800-5-0230) in the amount of \$8,400.00.
- Appropriate: Madison County Alternative Schools (7080-T800-5-0240) in the amount of \$10,000.00.
- Appropriate: Transportation (7080-T800-5-0243) in the amount of \$2,000.00.
- Appropriate: Workers Compensation (7080-T800-0506) in the amount of \$525.00.

IN THE COURT OF COMMON PLEAS, MADISON COUNTY, OHIO
 PROBATE DIVISION, JUVENILE COURT
 1 North Main Street
 London, OH 43140
 740-852-8760
 CHRISTOPHER J. BROWN, JUDGE

To: Madison County Commissioners
 From: Judge Christopher J. Brown
 Date: July 17, 2019
 Re: FY 2020 DYS Felony & Delinquency Grant (7080)



Below is a list of line item and budgeted amounts for the FY 2020 DYS Felony & Delinquency Grant (7080)
 For each line item below, please appropriate the budgeted amount in the far-right column to the current line item balance.

Line Item Number	Program Description	Budgeted Amount for 7/1/19-6/30/20
7080-T800-50200	Program (Grant) Administration	\$17,000.00
7080-T800-50005	Diversion Salary & Expenses	\$56,800.00
7080-T800-50006	GPS Monitoring	\$5,050.00
7080-T800-50007	Madison County DARE	\$12,500.00
7080-T800-50008	Mental Health Counseling (ProKids)	\$2,000.00
7080-T800-50009	Risky Business	\$2,600.00
7080-T800-50020	Probation Salary	\$97,000.00
7080-T800-50040	Probation Expenses	\$10,225.00
7080-T800-50042	PERS	\$19,955.00
7080-T800-50044	Medicare	\$2,125.00
7080-T800-50070	Substance Abuse	0
7080-T800-50100	Medical Coverage - MedBen Insurance	\$22,000.00
7080-T800-50101	Dental Coverage -- Delta Dental	\$1,100.00
7080-T800-50102	Vision Insurance	\$210.00
7080-T800-50103	Life Insurance (Anthem)	\$80.00
7080-T800-50230	Clinical Assessments	\$8,400.00
7080-T800-50240	Madison County Alternative Schools	\$10,000.00
7080-T800-50241	Community Service	0
7080-T800-50242	CHD Educational Services	0
7080-T800-50243	Transportation	\$2,000.00
7080-T800-50506	Workers Compensation	\$525.00

MADISON COUNTY COMMISSIONERS
 2019 JUL 18 PM 3:40

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

Subject: Transfer – Approved – Job & Family Services

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

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$292.00.

Transfer to: Department F & C (7048-0000-4-0200) in the amount of \$292.00.

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$1,931.00.

Transfer to: Dept. Family Services (7049-0000-4-0200) in the amount of \$1,931.00.

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$2,370.00.

Transfer to: Dept. Prevention (7062-0000-4-0200) in the amount of \$2,370.00.

Transfer from: Family Council Contract Service (7040-T890-5-0140) in the amount of \$10,186.25.

Transfer to: Dept. of F & C (7048-0000-4-0300) in the amount of \$10,186.25.

MADISON COUNTY
COMMISSIONERS

Department: Madison County Dept Family and Prevention Services

Date: 7/18/2019 7:11 AM 23 JUL 19 6:49

RESOLUTION RE: TRANSFER OF APPROXIMATIONS AND/OR FUNDS

Approved by	_____	and recorded by	_____
Approved for following transfer(s):			
From:	Council SFSC	7046	Contract Services
To:	Department F&C	7048	Revenue Account
For Use	For Use	Account	Account Number
Amount \$		292.00	
From:	Council SFSC	7046	Contract Services
To:	Dept. Family Services	7049	Revenue Account
For Use	For Use	Account	Account Number
Amount \$		1,931.00	
From:	Council SFSC	7046	Contract Services
To:	Dept. Prevention	7062	Revenue Account
For Use	For Use	Account	Account Number
Amount \$		2,370.00	
From:	Family Council	7040	Contract Services
To:	Dept. of F&C	7048	Revenue Account
For Use	For Use	Account	Account Number
Amount \$		10,186.25	

Reason for Request: _____

Transfer(s) approved by _____ for the professional director(s): _____

Date: 7/18/2019

Sissy Wiseman

From: Sissy Wiseman
Sent: Tuesday, July 23, 2019 4:26 AM
To: Sherry Baldwin
Subject: RE: Emailing scan0001.pdf

O.K.

-----Original Message-----
From: Sherry Baldwin
Sent: Monday, July 22, 2019 4:26 PM
To: Sissy Wiseman
Subject: Emailing: scan0001.pdf

Hi Sissy,
Here is the corrected transfer request. Thank you.

Sherry

Your message is ready to be sent with the following file or link attachments:

scan0001.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Electronic(s) included as follows:

cc: Julia _____
 Original _____
 Transfer _____

Try: 7/18/2019 4:55
 Mark: _____
 Date: 7/18/2019 4:55

C.L. _____
 Date: 7/18/2019

RESOLUTION APPROVED: _____

Printed 7/23/2019

Government Forms and Supplies E1610043EA

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$14,813.75.

Transfer to: Family Services (7049-0000-4-0300) in the amount of \$14,813.75.

Transfer from: Dept FCSS Contract Services (7055-T891-5-0140) in the amount of \$2,191.00.

Transfer to: Family Services (7049-0000-4-0100) in the amount of \$2,191.00.

Transfer from: Dept. Part C Contract Services (7053-T893-5-0140) in the amount of \$17,599.29.

Transfer to: Family GRF Part C (7052-0000-4-0100) in the amount of \$17,599.29.

Transfer from: Council Placement Contract Services (7042-T890-5-0140) in the amount of \$2,996.28.

Transfer to: Family Services (7049-0000-4-0200) in the amount of \$2,996.28.

Transfer from: Council Placement Contract Services (7042-T890-5-0140) in the amount of \$7,450.72.

Transfer to: Family Services (7049-0000-4-0300) in the amount of \$7,450.72.

Department: **MADISON COUNTY DEPT FAMILY AND CHILDREN SERVICES**
 Date: **7/18/2019**
JUL 23 2019
 RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

Approved by _____	and seconded by _____
To approve the following transfer(s):	
From: Family Council 7040	Contract Services 7040-5-0140
To: Family Services 7049	Revenue Account 7049-0000-4-0300
Amount \$	14,813.75
From: DEPT FCSS 7055	Contract Services 7055-5-0140
To: Family Services 7049	Revenue Account 7049-0000-4-0100
Amount \$	2,191.00
From: Dept Part C 7053	Contract Services 7053-5-0140
To: Family GRF Part C 7052	Revenue Account 7052-0000-4-0100
Amount \$	17,599.29
From: Council Placement 7042	Contract Services 7042-5-0140
To: Family Services 7049	Revenue Account 7049-0000-4-0200
Amount \$	2,996.28
To: Family Services 7049	Revenue Account 7049-0000-4-0300
Amount \$	7,450.72

Requester Request: Transfer funding to accounts which allow for expenditures for provision of child services.
 Total = \$ 27,996.28
 Roll call results as follows:

cc: Auditor	Tracy Xenikis	9-5
Director	Paul Fierell	1-5
Deputy Dir	David Hunter	NET PRESENT
Director's File	C.J.	Page
Transfer File	Date:	7-18-19

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

Revised 7/22/2018

Department: **MADISON COUNTY DEPT FAMILY AND CHILDREN SERVICES**
 Date: **7/18/2019**
JUL 23 2019
 RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

Approved by _____	and seconded by _____
To approve the following transfer(s):	
From: Council Placement 7042	Contract Services 7042-5-0140
To: Family Services 7049	Revenue Account 7049-0000-4-0300
Amount \$	7,450.72
From: _____	Contract Services _____
To: _____	Revenue Account _____
Amount \$	_____
From: _____	Contract Services _____
To: _____	Revenue Account _____
Amount \$	_____

Requester Request: Transfer funding to accounts which allow for expenditures for provision of child services.
 Total = \$ 7,450.72
 Roll call results as follows:

cc: Auditor	Tracy Xenikis	9-5
Director	Paul Fierell	1-5
Deputy Dir	David Hunter	NET PRESENT
Director's File	C.J.	Page
Transfer File	Date:	7-18-19

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

Revised 7/22/2018

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

Subject: Appropriate – Approved – Prosecutor

Dr. Xenikis moved per the request of Steve Pronai, Prosecutor, to approve the appropriation for the following:

Appropriate: Prosecuting Attorney's Salary (1000-A01E-5-0020) in the amount of \$15,000.00.

MADISON COUNTY
PROSECUTOR'S OFFICE
MEMORANDUM

MADISON COUNTY
COMMISSIONERS
23 JUL 23 AM 9:42

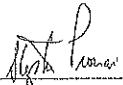
TO: Madison County Commissioners

FROM: Stephen J. Pronai

DATE: July 23, 2019

Please approve the appropriation of funds from pay in # 052684 to the General Fund in the amount of \$15,000.00, received from Plain City Police Department. Please also approve the transfer of monies from the General Fund (Account # 1000-4200) to the Prosecuting Attorney's Salary Account (#1000-A01E-5-0020) and disburse said monies as follows:

NICHOLAS A. ADKINS	\$ 1,363.63
RACHEL M. PRICE	\$ 1,363.63
EMILY MAYER	\$ 1,363.63
MENDY E. ARRICK	\$ 1,363.63
DEBRA L. CONN	\$ 1,363.63
BROOKE F. MUSSELMAN	\$ 1,363.63
BRANDIE PILES	\$ 1,363.63
KIMBERLY W. WELSH	\$ 1,363.70
NITA J. WALLEY	\$ 1,363.63
LINDSEY CRISWELL	\$ 1,363.63
SHELBY M. BUSCHUR	\$ 1,363.63
TOTAL	\$15,000.00

APPROVED BY: 
Stephen J. Pronai
Prosecuting Attorney
Madison County, Ohio

cc: Deb Cress - Payroll

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

Government Forms and Supplies E1810042EA

Subject: Appropriation – Approved – CDC

Dr. Xenikis moved per the request of Whitaker Wright, CDC Consultant, to approve the appropriation in the total amount of \$147,134.00.

Appropriate: CHIP Home FY 17 (7075-T500-5-5005) in the amount of \$85,909.00.

Appropriate: CHIP CDBG FY 17 (7075-T500-5-0004) in the amount of \$25,950.00.

Appropriate: CHIP OHTF FY 17 (7075-T500-5-5006) in the amount of \$35,275.00.

Sissy Wiseman

From: Sissy Wiseman
Sent: Tuesday, July 23, 2019 8:50 AM
To: [redacted]
Subject: FW: Is this chip or ohtf or h?

Whitaker Wright

From: Whitaker Wright
Sent: Tuesday, July 23, 2019 8:51 AM
To: Sissy Wiseman
Subject: FW: Is this chip or ohtf or h?

Whitaker Wright
\$15,950.00 is for 7075-000-4310 and expense is 7075-T500-5505

\$15,950.00 is for 7075-000-4320 and expense is 7075-T500-5506

\$14,275.00 is for 7075-000-4310 and expense is 7075-T500-5506
please let me know what this has been approved to so I can check to make sure you have

On Tuesday, July 23, 2019, 11:03 AM EDT, Whitaker Wright wrote:

good morning,

This is for the CHIP Program I/O H. Please see attached.

Whitaker

Whitaker Wright, Senior
CDC Consultant
Cincinnati Department of Health
12819 Riverchase Blvd, Cincinnati, OH 45240
732.446.6777, 416.446.6777, [redacted]

On Tuesday, July 23, 2019, 9:55 AM EDT, Sissy Wiseman wrote:

Whitaker Wright

These are for the CHIP program and expense amounts in the report - Hs

Thanks,

Sissy Wiseman

From: Jennie Kasper
Sent: Monday, July 22, 2019 6:11 AM
To: Sissy Wiseman
Subject: Is this chip or ohtf or h?

0075-000-4310	ACH	ACH CREDIT	100014204	159
		STATE OF OHIO MAINTENANCE AND REPAIRS (REVENUE) (FUND 100) CDCS (MADISON) (MADISON COUNTY)		
0075-000-4310	ACH	ACH CREDIT	100014204	
		STATE OF OHIO MAINTENANCE AND REPAIRS (REVENUE) (FUND 100) CDCS (MADISON) (MADISON COUNTY)		
0075-000-4320	ACH	ACH CREDIT	100014204	
		STATE OF OHIO MAINTENANCE AND REPAIRS (REVENUE) (FUND 100) CDCS (MADISON) (MADISON COUNTY)		

May I say does this belong to Whitaker?

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

Subject: Letter of Intent – Accepted – Army Corp of Engineers

Dr. Xenikis moved to approve the letter of intent with the Army Corp of Engineers for the Madison County Design and Construction Assistance for the Summerford new Sanitary Sewage Collection System to Madison County, Ohio.



P.O. Box 618
Counthouse – 111 N. Main St.
Lebanon, Ohio 43140
P. 740-852-2972
F. 740-845-1660



Commissioner Mark Forrest
Commissioner David Mastler
Commissioner Dr. Tony Xenikis
Rob Stone, County Administrator
Katie Wiseman, Clerk

11/2/19

Mr. Stone

Chief Planning Project and Project Management Director
U.S. Army Corps of Engineers
Attn: EA 13
c/o the Kentucky CEMM

Re: Letter of Intent of Financial Liability
Madison County, Ohio to the State of Ohio

Dear Mr. Stone,

Madison County (the County) has completed the review of the final design and construction design for the design and construction assistance for the Summerford new Sanitary Sewage Collection System in Madison County, Ohio.

The County understands that the proposed project will include the design and construction of a sanitary sewer system with the option to provide the construction of Madison County Sanitary Sewer Collection System treatment plant for treatment of sanitary sewage as provided in the design and construction design for the design and construction assistance for the Summerford new Sanitary Sewage Collection System to Madison County, Ohio (the project) as described in the attached design and construction design.

Further, the County understands that the final design and construction design for the project was prepared by the County and the County will be the owner and contractor of the project and the County will be responsible for the design and construction of the project. The County has agreed to provide the design and construction assistance for the project. The County will also be responsible for the design and construction of the project.

The County has determined that the project is in the best interests of the County. The County has the authority, the responsibility, and the legal authority to enter into the design and construction assistance for the project. The County has agreed to provide the design and construction assistance for the project.

Madison County, Ohio | 116 N. Main St. | Lebanon, Ohio 43140
P. 740-852-2972 | F. 740-845-1660 | www.co.madison.oh.us

Madison County Commissioners' Office | 111 North Main St. | Lebanon, Ohio 43140
P. 740-852-2972 | F. 740-845-1660 | www.co.madison.oh.us

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

Government Forms and Supplies E181004EA

Subject: Resolution – Approved – Board of Elections

Mr. Forrest moved to approve the resolution authorizing participation in a sublease – purchase arrangement with the Ohio Secretary of State for the purpose of acquiring and implementing voting machines and equipment and financing certain costs thereof, a sublease – purchase agreement evidencing such arrangement and matters related thereto.

RESOLUTION NO. 61391A

MADISON COUNTY COMMISSIONERS

July 23, 2019

AUTHORIZING PARTICIPATION IN A SUBLEASE-PURCHASE ARRANGEMENT WITH THE OHIO SECRETARY OF STATE FOR THE PURPOSE OF ACQUIRING AND IMPLEMENTING VOTING MACHINES AND EQUIPMENT AND FINANCING CERTAIN COSTS THEREOF, A SUBLEASE-PURCHASE AGREEMENT EVIDENCING SUCH ARRANGEMENT, AND MATTERS RELATED THERETO.

WHEREAS, pursuant to Amended Substitute Senate Bill 115 of the 131st Ohio General Assembly (as the same may be amended, amended, revised, reprinted or renumbered from time to time, the "Act") and the financing program authorized thereunder (the "SOS Financing Program"), the Secretary of State of the State of Ohio (the "Sublessor") is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, networks including equipment, and direct record electronic voting machines, as defined in Ohio Revised Code (ORC) Section 3509.01, together with associated cable and telephone, as defined in the Act, and

WHEREAS, in accordance with ORC Section 3509.01, it has been determined that the equipment used by the voters of the County of Madison, Ohio (the "Sublessee") to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Election Systems & Software, LLC (the "Vendor") dated March 17, 2019 (the "Proposal") and

WHEREAS, the Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract") and the Sublessee has reviewed and approved the Project Contract (as it relates to the SOS Financing Program) and the Project Equipment (as hereinafter defined) and

WHEREAS, the Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project") and the Board of County Commissioners of the Sublessee (the "Legislative Authority") desires to accept the Proposal, enter into the Project Contract, undertake the Project, and finance a portion of the cost of the Project by utilizing the provisions of the SOS Financing Program,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Madison, State of Ohio, that

SECTION 1. It is hereby determined to be necessary, desirable and expedient, and in the best interests of the Sublessee and its citizens, for the Sublessee (a) to accept the Proposal, (b) enter into the Project Contract, (c) acquire the Project Equipment, and (d) finance a portion of the costs of the Project Equipment (the "State-Financed Equipment") and other costs of the Project by participating in the SOS Financing Program.

SECTION 2. The Sublessee's participation in the SOS Financing Program shall be evidenced by a Sublease-Purchase Agreement between the Sublessee and the Sublessor together with all exhibits and appendices thereto (the "Sublease"). At least two members of the Legislative Authority and the Sublessee's County Auditor (collectively, the "County Signers") are hereby

separately and individually authorized, alone or with others, to execute and deliver the Sublease on behalf of the Sublessee in substantially the form presently on file with the Legislative Authority, which is hereby approved, with such changes not substantially adverse to the Sublessee as the County Signers may approve; the approval of such changes and that the same are not substantially adverse to the Sublessee shall be conclusively evidenced by the execution of the Sublease by the County Signers.

SECTION 3. All of the obligations of the Sublessee set forth and covenants made by the Sublessee under the Sublease are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 et seq.

SECTION 4. Pursuant to the SOS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity. To pay that portion of the cost of the Project not financed through the SOS Financing Program, there is hereby appropriated from the Sublessee's Election Revenue Fund Fund (i) the amount of \$0.00, and (ii) to pay the Sublessee's other obligations under the Sublease during this 2019, the amount of \$0.00.

SECTION 5. The County Signers and other appropriate officers of the Sublessee, or any of them, are hereby separately and individually authorized and directed to (i) make the necessary arrangements with the Sublessor to establish the date, location, procedure and conditions for executing and delivering the Sublease, and delivering the Sublease to the Sublessor, and (ii) give all appropriate notices and execute and deliver, on behalf of the Sublessee, such additional instruments, documents, agreements, certificates, and other papers as may be in their discretion necessary or appropriate in order to carry out, give effect to and consummate the transaction contemplated thereby in such forms as the official executing the same may approve, and to take all other steps necessary or appropriate to effect the due execution, delivery and performance of the Sublease pursuant to the provisions of this resolution. The Clerk of the Board of County Commissioners shall furnish to the Sublessor a true transcript of proceedings pertaining to the Sublease containing such information from the records of the Sublessee as is necessary to evidence or determine the regularity and validity of the authorization, execution and delivery of the Sublease. Each of the County Signers is hereby separately and individually designated to act as the authorized representative of the Sublessee for purposes of the Sublease until such time as the Legislative Authority shall designate any other or different authorized representatives for such purpose.

SECTION 6. The Sublease shall constitute a special obligation of the Sublessee. Nothing in the Sublease or any agreements or documents relating thereto shall constitute or be construed or deemed to constitute a debt, bonded indebtedness or a general obligation of the Sublessee. Neither the taxing power nor the full faith and credit of the Sublessee are pledged or shall be pledged for the payment or security of the Sublease, or any other related agreement or document.

SECTION 7. The Legislative Authority acknowledges that the Sublessor has obtained funds for the SOS Financing Program by utilizing a sublease-purchase/certificates of participation arrangement, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Legislative Authority hereby

equipment that is not used for the use of the State Financial Equipment in such amount as is such stated, if any, in any way necessary after taking into account reasonable expenditures at the time the Sublessee is returned into, so that the interest portion of such lease payments by the Sublessee will not be subject to federal income taxation under the Code. Any County Signer or any other officer having responsibility with respect to the execution and delivery of the Sublease is authorized and directed to execute appropriate certificates on behalf of the Sublessee on the date of delivery of the Sublease, acting for the Sublessee, and to execute and acknowledge appropriate documents pertaining to the use of the State Financial Equipment and other matters under the Code.

SECTION 4. It is hereby determined that the terms of the Sublease and this resolution are in compliance with all legal requirements. If any section, paragraph, clause or provision of this resolution of the Sublessee shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any remaining provisions of this resolution of the Sublessee, respectively. Any provision of any resolution or resolution transmitted with this resolution are hereby rejected, but only to the extent of such inconsistency; this provision shall not be construed as limiting expenditure or resolution or any part thereof.

SECTION 5. It is found and determined that all formal actions of the legislative Authority necessary and relating to the adoption of this resolution were adopted in an open meeting of the legislative Authority, and that all deliberations of the legislative Authority and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including ORC Section 149.22.

SECTION 6. This resolution shall take effect on the date of its adoption.

ADOPTED July 23, 2019.

SUBLEASE-PURCHASE AGREEMENT

This Sublease-Purchase Agreement (as the same may be amended and supplemented in accordance with its terms, the "Sublease Agreement") is dated July 23, 2019 and entered into between the Secretary of State of the State of Ohio (the "Sublessor") and the County of Madison, Ohio (the "Sublessee") under the following circumstances:

A. Pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, implemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SOS Financing Program"), the Sublessor is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3905.01, together with associated allowable expenditures, as defined in the Act.

B. In accordance with ORC Section 3906.02, it has been determined that the equipment used by the citizens of the Sublessee to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Election Systems & Software, LLC (the "Vendor") dated June 17, 2019 (the "Proposal").

C. The Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project"), and the Sublessee has determined to accept the Proposal and undertake the Project.

D. The Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessee has reviewed and approved the Project Contract (as it relates to the SOS Financing Program) and the Project Equipment.

E. The Sublessee has determined to finance a portion of the cost of the Project, including a portion of the Project Equipment described in Exhibit A hereto (the "State Financial Equipment"), by utilizing the provisions of the SOS Financing Program upon the terms set forth in this Sublease Agreement, and the Sublessee has agreed to make the sum of \$11,945.00 (the "State Contribution") available for such purpose.

F. The Sublessee's Board of County Commissioners (the "Legislative Authority") has authorized this Sublease Agreement by a resolution adopted July 23, 2019 (the "Authorizing Resolution").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Sublessor and the Sublessee, acting through the Legislative Authority, hereby represent, warrant and covenant as follows:

I. **TERM OF AGREEMENT.** This Sublease Agreement shall be effective as of July 23, 2019 (the "Commencement Date"). The term of this Sublease Agreement for the purposes of payments shall commence as of the Commencement Date, and shall continue until the date the Sublessee receives the notice of the State COP's Termination, as defined in Paragraph 7 hereof (the "Agreement Term").

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2. PROJECT CONTRACT. The Sellsesee shall enter into the Project Contract contemporaneously with the execution and delivery of this Sellsesee Agreement and perform all of its obligations thereunder in the manner and at the times set forth herein. Prompt upon the execution and delivery of this Sellsesee Agreement by the Sellsesee and the Sellsesee, the Sellsesee, acting through its Board of Directors, shall diligently and expeditiously proceed to acquire the Project Equipment and implement the Project in accordance with the Project Contract. The State-Financed Equipment shall be located as described in Exhibit A hereto. The Sellsesee shall pay, or cause to be paid, the State Contribution, and the Sellsesee shall pay all costs of the Project in excess of the State Contribution and for expenses not payable under the SFS Financing Program, in accordance with the Project Contract and the SFS Financing Program, and the Sellsesee and the Sellsesee shall coordinate their respective payments under the Project Contract with the Vendor so that such payments conform to the requirements of the Project Contract and the SFS Financing Program.

3. USE OF THE STATE-FINANCED EQUIPMENT. The Sellsesee represents that all of the State-Financed Equipment that it will acquire in accordance with this Sellsesee Agreement will constitute a "working system" within the meaning of the Act.

4. TRANSFER OF TITLE TO THE SELLSESEE. Upon the delivery of the State-Financed Equipment to the Sellsesee, all of the Sellsesee's right, title and interest in and to the State-Financed Equipment shall be immediately transferred to the Sellsesee without any further action on the part of the Sellsesee. The Sellsesee shall deliver to the Sellsesee all documents which are or may be necessary to vest all of the Sellsesee's right, title and interest in and to the State-Financed Equipment in the Sellsesee, and will release or cause to be released all liens and encumbrances with respect to the State-Financed Equipment.

5. LEASE. The Sellsesee hereby leases from the Sellsesee, for eventual acquisition and ownership, and the Sellsesee hereby leases to the Sellsesee, for eventual transfer of ownership to the Sellsesee, all the State-Financed Equipment, in accordance with the provisions of this Sellsesee Agreement, to have and to hold for the Agreement Term.

6. LEASE PAYMENTS. Pursuant to the SFS Financing Program, the Sellsesee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sellsesee or any other entity.

7. PURCHASE AND CONVEYANCE. The Sellsesee shall not have the option to purchase the State-Financed Equipment prior to the end of the Agreement Term. The Sellsesee has obtained funds for the SFS Financing Program by offering a lease-purchase / certificate of participation arrangement (the "State COPI Financing"), which by its terms, prevents the Sellsesee from conveying title to the State-Financed Equipment to the Sellsesee with all of the Sellsesee's obligations under the State COPI Financing relating to the State-Financed Equipment have been provided for. Upon each event (the "State COPI Termination"), the Sellsesee shall so notify the Sellsesee and upon receipt of such notice, (i) the Sellsesee shall be deemed to have purchased and acquired all of the State-Financed Equipment, (ii) title to the State-Financed Equipment, and all rights in the State-Financed Equipment created by the Sellsesee to the Sellsesee under this Sellsesee Agreement, shall vest in the Sellsesee, without any further action on the part of the Sellsesee, and (iii) the Sellsesee will deliver to the Sellsesee all documents which are or may be necessary to vest all of the Sellsesee's right, title and interest in and to the Equipment in the

Sellsesee, and will release all liens and encumbrances created under this Sellsesee Agreement with respect to the State-Financed Equipment.

8. CARE AND USE. The Sellsesee (i) solely at its own cost and expense, shall maintain the Project in good operating order and condition, repair and replacement, and protect the same from deterioration (other than normal wear and tear), (ii) solely at its own cost and expense, make all necessary, proper or appropriate repairs, replacements and over-hauls thereof, ordinary and extraordinary, losses and expenses, (iii) shall permit the use of the State-Financed Equipment only by the Sellsesee's Board of Directors, with its approval, subject to the terms and conditions contemplated by the Vendor, (iv) shall not make modifications, changes or alterations to the State-Financed Equipment (other than normal operating accessories or controls) without the prior written consent of the Sellsesee, which shall not be unreasonably withheld, (v) comply with all laws, rules, regulations and ordinances relating to, and obtain and maintain any governmental licenses and permits required for, the use, maintenance, repair and operation of the State-Financed Equipment, (vi) shall not dispose, assign, transfer, pledge or otherwise encumber or in any part of the State-Financed Equipment with any mortgage, security interest, or lien, through the Agreement Term, without the prior written consent of the Sellsesee, which consent may be withheld in the absolute discretion of the Sellsesee, and (vii) pay all costs, claims, damages, fines and all utilities and other charges arising out of its possession, use, operation, maintenance and use of the Project. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories and controls shall accrue to the State-Financed Equipment and, unless based from the Sellsesee, leave the property of the Sellsesee. The Sellsesee shall have the right, during normal hours and in accordance with appropriate security protocols employed by the Sellsesee's Board of Directors, to enter upon the premises where the State-Financed Equipment is located in order to inspect, observe or otherwise protect the Sellsesee's interest, and the Sellsesee shall cooperate in affording the Sellsesee the opportunity to so inspect. For the purpose of assuring the Sellsesee that the State-Financed Equipment will be properly serviced, the Sellsesee agrees to cause the State-Financed Equipment to be maintained pursuant to the Vendor's standard preventive maintenance schedule and/or recommendations. The Sellsesee agrees that the Sellsesee shall not be responsible for any loss or damage whatsoever to the State-Financed Equipment, nor shall the Sellsesee be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the State-Financed Equipment or any part thereof, the Sellsesee shall not be liable to the Sellsesee or agree to be for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the independence of the Project or any item supplied by the Vendor or any other party, any interruption of use or loss of service or use of performance of any equipment, any loss of business or other consequence or damage, whether or not resulting from any of the foregoing. The Sellsesee shall not do, or permit to be done, any act or thing which might materially impair the value of the State-Financed Equipment, will not connect or permit any material wires thereof, and will not permit any electrical use to be made thereof. The Sellsesee covenants that it will assist the Secretary of State in fulfilling its obligations (other than any payment obligations) under the Master Lease Agreement dated as of November 1, 2018, between the State of Ohio Lending Corporation, Inc., as lessor, and the Secretary of State, as lessee, for the State COPI Financing as the Secretary of State may reasonably request.

9. TAXES, PERMITS. The Sellsesee agrees to pay all taxes, sales, use, personal property, real property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the State-Financed Equipment or the ownership, delivery, lease, possession,

use, operation, sale or other disposition thereof or upon the work or earnings arising therefrom. The Sublessee may in good faith and by appropriate proceedings contest any such claim so long as such proceedings do not involve expenditure of funds, but the use of the State-Financed Equipment or any interest therein. Furthermore, the Sublessee shall provide all permits and licenses necessary for the installation, operation and use of the State-Financed Equipment. The Sublessee shall comply with all laws, rules, regulations, ordinances and resolutions applicable to the installation, use, possession and operation of the State-Financed Equipment. In compliance with any law, rule, regulation, resolution, ordinance, permit or license applicable to the use of the State-Financed Equipment, the Sublessee shall notify the Lessor and upon the written consent of the Lessor, such changes or alterations shall be made by the Sublessee at its own expense.

11. UTILITIES. The Sublessee shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used in connection with the State-Financed Equipment (including charges for installation of such services) during the Agreement Term. There shall be no abatement of any amount or all amounts on account of the interruption of any such services.

12. SUBLESSEE'S RESPONSIBILITIES REGARDING LIABILITY. Sublessee shall be responsible for any negligent acts or omissions committed by itself, its agents, workers or employees. Sublessee shall be responsible to defend, indemnify and hold the Lessor and its agents and employees harmless from and against any judgments and costs arising out of such negligent acts or omissions, and nothing in this Sublease Agreement shall release or reduce any such responsibility from Sublessee to the Lessor.

On and after the date of this Sublease, the Sublessee agrees and to seek any determination of liability against the Sublessee, its department, agency or official of the State of Ohio in the case of claim or suit arising with respect to the Project including acquisition of property or any future acquisition, production, operation, maintenance or use of property or facilities which may be developed in relation to the Project. To the extent permitted by law, the Sublessee agrees to release and defend any and all claims and any cause of action against the Sublessee and its employees, agents, officials and contractors and all assigns of same in relation to the Project.

13. DISCLAIMER OF WARRANTIES: THE SUBLESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY OF THE STATE-FINANCED EQUIPMENT OR AS TO ITS TITLE HERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE STATE-FINANCED EQUIPMENT. The Sublessee hereby assigns to the Sublessee for the duration of the Agreement Term all manufacturer's warranties or guarantees, express or implied, issued on or applicable to the State-Financed Equipment and the Sublessee acknowledges that the Sublessee is the sole party responsible for the maintenance of such warranties or guarantees at the Sublessee's expense. The Sublessee acknowledges that the State-Financed Equipment has been acquired and furnished by the Vendor selected by the Sublessee, but the Sublessee is not a manufacturer, distributor or dealer with respect to the components of the State-Financed Equipment and thus no part of or responsibility for the installation of the State-Financed Equipment, and that the Sublessee has made no representation or warranty as to the condition

with respect to the merchantability, condition, quality or fitness of the State-Financed Equipment or the enforcement of the manufacturer's warranties or guarantees.

14. QUIET ENJOYMENT. The Sublessee hereby covenants to provide the Sublessee during the Agreement Term with quiet use and enjoyment of the State-Financed Equipment, without suit, trouble or hindrance from the Sublessee except as expressly set forth in this Sublease Agreement. Any assignee of the Sublessee shall not interfere with such quiet use and enjoyment during the Agreement Term so long as the Sublessee is not in default pursuant to this Sublease Agreement.

15. INSURANCE. Commencing the date risk of loss passes to the Sublessee from the Vendor and continuing thereafter until the end of the Agreement Term, the Sublessee, solely at its expense, shall keep the State-Financed Equipment insured against all risks of loss or damage from every cause whatsoever in an amount sufficient to cover the full replacement cost of the State-Financed Equipment set forth on Exhibit A, and shall carry public liability insurance, both personal injury and property damage, covering the State-Financed Equipment and its use. All insurance shall be of a type, form, in amounts and with companies or provided by a self-insurance program established and maintained by the Sublessee as permitted by ORC Section 2744.08 or a joint self-insurance pool established pursuant to ORC Section 2744.081 that Sublessee has entered a written agreement to join and certain terms and conditions satisfactory to the Sublessee. The Sublessee shall also carry worker's compensation insurance covering all its employees working on, in or about the State-Financed Equipment and shall require any other persons, companies, partners or other entity working on, in or about the State-Financed Equipment to carry such coverage. Certificates of insurance or other evidence satisfactory to the Sublessee, including the original or certified copies of the actual policies showing the existence of insurance in accordance herewith, and payments therefor, shall be delivered to the Sublessee forthwith. All insurance policies shall name the Sublessee as additional insured and shall provide the Sublessee at least thirty (30) days written notice prior to cancellation. In lieu of the foregoing and with the consent of the Sublessee, the Sublessee may self-insure for some or all of the foregoing. Any proceeds of insurance payable as a result of loss of or damage to the State-Financed Equipment shall be applied as provided in Paragraph 15 hereof.

16. DAMAGE OR DESTRUCTION. In the event the State-Financed Equipment is totally or partially damaged or destroyed, the Sublessee will promptly replace or repair and restore the State-Financed Equipment to working order for the purpose intended. The Sublessee shall not be entitled to any reimbursement for any such damage or destruction from the Sublessee, nor shall the Sublessee be entitled to any diminution of the amounts payable by it pursuant to this Sublease Agreement, provided, however, that any proceeds of insurance paid to the Sublessee pursuant to Paragraph 14 hereof shall be credited against the Sublessee's payment obligations under this Paragraph.

17. EVENTS OF DEFAULT AND REMEDIES. The Sublessee shall be deemed to be in default hereunder upon the happening of any of the following events of default: (a) the Sublessee shall fail to make any payments required to be paid hereunder, (b) the Sublessee shall fail to keep any such other term, covenant or condition contained herein, or (c) if any representation or warranty by the Sublessee herein or in any agreement, document or certificate delivered to the Sublessee in connection herewith which, at any time, proves to be incorrect in any material respect. Upon the occurrence of an event of default as specified above, and the Sublessee shall fail to remedy such event of default with all reasonable dispatch within a period of 10 days for a default under subparagraph (a)

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based and 30 days for all other defects, from the Sublessee or its assigns shall have the right, at its option without any further demand or notice, to pursue any one or more of the following remedies: (f) to enter and take possession of the State-Financed Equipment, and sell or lease the State-Financed Equipment or release it for the account of the Sublessee, leaving the Sublessee liable for all payments due to the effective date of such sale, lease or release; (g) by mandamus or other writ, action or proceeding at law or in equity enforce all the Sublessee's rights hereunder, including the compelling the performance of all duties of the Sublessee hereunder and the enforcement of the payment of any amounts hereunder then outstanding; and (h) take any other action at law or in equity may appear necessary or desirable to enforce the payments due being the true normal agreement or to enforce performance and discharge of any obligation, agreement or covenant of the Sublessee under this Sublease Agreement.

17. SURRENDER UPON DEFAULT. In the event of default as set forth in Paragraph 16 hereof, the Sublessee shall, upon the request of the Sublessor, peacefully surrender possession of the State-Financed Equipment to the Sublessor in the same condition as when delivered to the Sublessee by the Vendor less reasonable wear and tear.

18. NATURE OF THE OBLIGATIONS OF THE SUBLESSEE. All of the obligations of the Sublessee set forth and covenants made by the Sublessee under this Sublease Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2311.01 of said. To the extent permitted by law, any payment obligation of the Sublessee under this Sublease Agreement shall be an absolute and unconditional obligation of the Sublessee in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Notwithstanding any dispute between or among the Sublessee, the Sublessor and the Vendor, the Sublessee shall make all payments required of it hereunder when due and shall not withhold any payments or portions thereof pending final resolution of such dispute. The Sublessee hereby covenants that it will not assert any right of set-off or counterclaim against its obligation to make the payments required hereunder and that it will take such action as is necessary under the laws applicable to the Sublessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligations to meet all payments due pursuant to provisions of this Sublease Agreement. Notwithstanding the foregoing and any other provision of this Sublease Agreement, the obligation of the Sublessee to make any expenditures of money hereunder is subject to the lawful appropriation of funds for such purpose by the Legislative Authority, and is not a debt of the Sublessee subject to payment from the general revenues or taxes of the Sublessee or within the meaning of any constitutional or statutory provision. Neither the Sublessee nor any other person shall have any right to have excises or taxes levied by the Legislative Authority for any such expenditures.

19. ASSIGNABILITY. The Sublessee may assign its right and interest in and to the State-Financed Equipment without notice to the Sublessor. Such assignee shall have full benefit of all the covenants made by the Sublessee and all rights and remedies of the Sublessee contained herein. The Sublessor shall not have the right to assign its rights, duties and obligations under this Sublease Agreement either in part or in whole without prior written consent to the Sublessor or its assignee.

20. COVENANTS OF THE SUBLESSEE. The Sublessee agrees, covenants and warrants that it is a county and political subdivision of the State of Ohio and is authorized by the Constitution and laws of the State of Ohio to enter into the transaction contemplated by this Sublease

Agreement and to carry out its obligations hereunder. The Sublessee has been duly authorized to execute and deliver this Sublease Agreement and agrees that it will do or cause to be done all things necessary to preserve and keep its covenants in full force and effect. The Sublessee further represents, covenants and warrants that all procedures have been met so that this Sublease Agreement is enforceable and the Sublessee has completed with all bonding requirements if required.

21. NOTICES. All notices to be given under this Sublease Agreement shall be made in writing and mailed to the other party at the address set forth below or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received ten days subsequent to mailing.

As to the Sublessor:	As to the Sublessee:
Ohio Secretary of State	County of Madison, Ohio
180 E. Broad Street, 16 th Floor	1 N. Main Street
Columbus, Ohio 43215	Lexington, Ohio 43140
Attention: Voting Equipment	Attention: Rob Silas
Acquisition Program	

22. FURTHER ASSURANCES. The Sublessee will, upon request of the Sublessor, at the Sublessor's sole cost and expense do and perform any other act and will execute, acknowledge, deliver, file, record and deposit (and will re-file, re-record, re-record, and re-deposit whenever required) any and all further instruments required by law or the Sublessor including, without limitation, financing statements or other documents needed for the protection of the Sublessor's interest.

23. GOVERNING LAW; COUNTERPARTS. This Sublease Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Sublease Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract.

24. CHOICE OF VENUE. The Sublessee agrees that, to the extent permitted by law, the state and federal courts located in Columbus, Ohio, or any other court in which the Sublessee initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Sublease Agreement and that service of process in any such proceeding shall be effective if mailed to the Sublessee at its address set forth in Paragraph 21 hereof.

25. ENTIRE AGREEMENT. This Sublease Agreement correctly sets forth the entire agreement between the Sublessor and the Sublessee and no amendments or modifications of this Sublease Agreement shall be effective unless in writing and signed by both parties.

26. THE SUBLESSEE'S RESPONSIBILITIES. Nothing in this Sublease Agreement shall impute or transfer any responsibility from Sublessee to Sublessor.

27. FEDERAL INCOME TAX MATTERS. The Sublessee acknowledges that the Sublessor has obtained funds for the State-Financing Program by utilizing the State CDP's financing, and that the interest component of the Sublessee's lease payments hereunder is intended to be

exempt from federal income taxation under the Internal Revenue Code of 1936, as amended and the regulations prescribed thereunder (the "Code"). The Sublessor hereby covenants that it will restrict the use of the State Financial Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublessee is entered into, so that the interest portion of such lease payments by the Sublessee will not be subject to federal income taxation under the Code. To the extent permitted by law, the Sublessee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax-exempt status of the State CO's financing, and any other costs, resulting in whole or in part from actions taken by the Sublessee, including the failure of the Sublessee to comply with federal income tax laws applicable to such obligation.

18. **MAINTENANCE OF RECORDS.** The Sublessee will keep and make all reports and records associated with the State Financial Equipment available to the Auditor of the State of Ohio (the "State Auditor"), or the State Auditor's designee, or the Sublessee, for a period of not less than fifteen (15) years after the date of this Agreement. This data shall include a description of the State Financial Equipment, a detailed overview of the scope of work, and disbursement detail (including account, date, nature/subject of expenditure), and Vendor information. The Sublessee acknowledges that the State Auditor and other departments, agencies and officials of the State of Ohio may audit the Project at any time, including before, during and after completion. To the extent permitted by law, the Sublessee agrees that any costs of any audit by the State Auditor or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by the Sublessee. The Sublessee will be solely responsible for all costs associated with any such audit.

19. **MISCELLANEOUS.** The waiver by the Sublessee of the Sublessor's breach of any term, covenant or condition hereof shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. Any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement, and any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement.

THE EXHIBITS ATTACHED HERETO HAVE BEEN READ BY THE SUBLESSEE AND ARE INCLUDED IN AND MADE A PART HEREOF.

IN WITNESS WHEREOF, the Sublessee and the Sublessor, acting through the Legislative Authority, have caused this Sublease Agreement to be executed by their duly authorized signers as of the Agreement Date.

THE SIBLESSOR: SECRETARY OF STATE OF THE STATE OF OHIO

Frank LaRose

THE SUBLESSEE: COUNTY OF MADISON, OHIO

By: David Hunter **NOT PRESENT**
County Commissioner

By: Matt Yost
County Commissioner

By: Tony Smith
County Commissioner

Approved and Agreed To:

MADISON COUNTY BOARD OF ELECTIONS

By: Timothy A. Ward
Director of Board of Elections

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CONTRIBUTION OF PROSECUTOR ATTORNEY

Stephen Hertz, Prosecuting Attorney of the County of Madison, Ohio (the "Solicitor") and the Secretary of State of the State of Ohio (the "Solicitor") do hereby certify that the representation of the Solicitor is that the Solicitor is not a party to the agreement between the Solicitor and the Solicitor and any knowledge of the Solicitor's representation that the agreement has been fully executed, executed and received by the Solicitor in accordance with the terms of the State of Ohio. The Solicitor is a party and public relations of the State of Ohio with full authority and legal capacity to perform all obligations and terms of the agreement. Upon signature by the Solicitor on behalf of the agreement, the agreement will constitute a legal obligation of the Solicitor in accordance with the terms thereof, and the Solicitor possesses the legal authority to fully perform all obligations imposed by the Solicitor. The Solicitor has been authorized by the Board of County Commissioners of the Solicitor by Resolution No. 449 adopted by said Board on July 24, 2019.

PROSECUTOR ATTORNEY OF THE COUNTY OF MADISON

Steph Hertz

The Prosecuting Attorney

FINANCIAL OFFICER CERTIFICATE

The undersigned, County Auditor of the County of Madison, Ohio, as financial officer of such county, hereby certifies that the money required to meet the obligations of the said county during Fiscal Year 2019 under the attached Schedule of State-Financed Equipment has been lawfully appropriated by the Board of County Commissioners of such county for such purposes and in the manner as in the present certificate to the credit of an appropriate fund, but has no express provision therefor.

This Certificate is given in compliance with Sections 5554.01 and 5554.02 of the Revised Code.

Dated July 23, 2019

County Auditor
County of Madison, Ohio

00355

EXHIBIT A

SCHEDULE OF STATE-FINANCED EQUIPMENT

The State-Financed Equipment consists of sewing machines and equipment and more particularly described in Exhibit A-1 hereof.

EQUIPMENT LOCATION

When not in use at selling locations, the Equipment will be located at the following address:

Madison County Board of Elections
1433 State Route 39 SE
Lebanon, Ohio 43040

OTHER USES OF STATE CONTRIBUTION

The other uses of the State Contribution are described in Exhibit A-2 hereof.

EXHIBIT A-1

LIST OF STATE-FINANCED EQUIPMENT

Equipment Description	Cost	Amount Provided by SoS Financing Program
1 each – Ballot Printer Software Workstation – Workstation for Ballot Printer Software (i.e., laptop/desktop, monitor, etc.) Ballot On Demand Laptop	\$1,320.00	\$1,320.00
1 each – Ballot Printer Software – Software for Ballot Printer – Balotar Software with MRS and SRS Capability (One (1) License Required Per Laptop	\$2,845.00	\$2,845.00
1 each – Equipment and Software Installation	\$400.00	\$400.00
1 each – 1 Year Firmware and Software Warranty	Included	Included
1 each – Ballot Printer Software – Licensing and Support for Software for Ballot Printer – Balotar Software with MRS and SRS Capability – Years 1-5 and billed with hardware	\$7,380.00	\$7,380.00

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

Government Forms and Supplies E1610043EA

Subject: Bid Opening

The bid opening for the Madison County 2018CDBG Program for the South Solon Clearance Project took place on July 23, 2019 at 11:00 a.m.

Those Present

Madison County CDBG Program

MADISON COUNTY
2018 CDBG PROGRAM
SOUTH SOLON
CLEARANCE PROJECT
BID OPENING
July 23, 2019 11:00 A.M.
ROOM 101 BLDG 2

Name:	Affiliation:
<u>Joseph L. Mackey</u>	<u>Village of South Solon</u>
<u>Michelle [unclear]</u>	<u>Government</u>
<u>King [unclear]</u>	<u>Common</u>
<u>Byron D. [unclear]</u>	<u>Engineer</u>
<u>Rob [unclear]</u>	<u>Commissioner</u>

Subject: Bid Opening Results

There were no bids received for this project.

MADISON COUNTY - BUILDING SOUTH SOLON INFRASTRUCTURE PROJECT (CDBG) OPENING RESULTS

PROJECT NAME	ADDRESS	ADDRESS	DATE AND TIME OF OPENING	STATUS
Madison County South Solon Clearance Project	Madison County South Solon Clearance Project	Madison County South Solon Clearance Project	7/23/19	No Bids Received

Madison County CDBG Program

According to Whitaker Wright, CDC Consultant, this project will go out for a re-bid.

Subject: Proclamation – Accepted – Breastfeeding Awareness

Dr. Xenikis moved to accept the Proclamation for August 2019 as Breastfeeding Awareness Month.

Breastfeeding Awareness Month

August 2019

MADISON COUNTY COMMISSIONERS
2019 JUL 23 AM 10:12

PROCLAMATION

Whereas, exclusive breastfeeding for the first six months of life as recommended by the American Academy of Pediatrics provides the best possible start to life in all areas of development; and

Whereas, the health benefits of breastfeeding for the infant may include a reduced risk of obesity later in life, reduced risk of sudden infant death syndrome, fewer ear and respiratory infections, a reduced risk of developing both juvenile and type-2 diabetes and an increase of IQ; and

Whereas, mothers benefit from exclusive breastfeeding by lower risk of obesity, metabolic syndrome, diabetes, blood pressure, waist circumference, and LDL cholesterol.

Whereas, despite these benefits, the CDC 2018 Breastfeeding Report Card found that only 70 percent of Ohio babies are fed any breast milk and only 23.7 percent of these babies are breastfed exclusively for six months as recommended; and

Whereas, the Surgeon General has issued a *Call to Action to Support Breastfeeding* which in part focuses on the need for communities to increase support for breastfeeding. Support of the community for the choice to breastfeed is essential for mothers to breastfeed exclusively for recommended amount of time; and

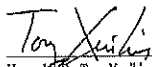
Whereas, Madison County joins the Surgeon General and the United States Breastfeeding Committee in the belief that Ohio breastfeeding rates will improve if social policy and community norms support breastfeeding mothers and babies.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, on behalf of all the residents of Madison County, do hereby proclaim the month of August, 2019, to be

Breastfeeding Awareness Month

to increase awareness of the breastfeeding benefits and to encourage a strong, sustained commitment to supporting mothers and babies in Madison County.

Madison County Board of County Commissioners


Honorable Dr. Tony Xenikis


Honorable Mark Forrest

 NOT PRESENT
Honorable David Hunter



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

Government Forms and Supplies E 1910043EA

Subject: Resolution – Approved – Humane Society

Mr. Forrest moved to approve the increase of \$1,000.00 for the additional monthly contribution to the Humane Society through December 2019. The Commissioners will be setting up a meeting with John Swaney, Sheriff, to discuss a new contract.

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

Subject: Resolution – Approved – Employee Manual

Dr. Xenikis moved to approve the updated Employee Manual as of July 23, 2019. This manual will be provided on the Sharepoint and copies will be made. In addition employees will be required to read the updated manual and sign a document that the employee has read and understands the updated Employee Manual.

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

Subject: Resolution – Approved – Executive Session

Dr. Xenikis moved to enter into executive session at 11:06 a.m. to discuss an employee issue. It was recommended that Bryan Dhume, Engineer, remain in this session. This session ended at 11:22 a.m.

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

Subject: Personnel – Approved – Sick Leave Donation

Dr. Xenikis moved to approve the sick leave donation for the following:

From: Rob Slane for 80 hours sick leave.

To: Sabah Al for 80 hours sick leave.

MADISON COUNTY
DEFINITIONS


2019 JUL 18 AM 11:21

MEMO

To: Board of County Commissioners
From: Rob Slane, County Administrator
cc: Sabah Al, HR Specialist
Date: 07/18/2019
Re: Sick Leave Donation

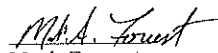
Gentlemen,

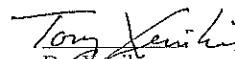
I would like to donate 80 hours of sick leave to Sabah Al. This will be available to Sabah after she accrues 80 hours accumulated sick leave and validates time with her upcoming maternity leave. After those 80 hours are validated, I will have a sick leave balance of 1,285.97 hours. I hereby donate this sick time voluntarily.

Sincerely,

Rob Slane

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

NOT PRESENT
David Hunter


Mark Forrest


Dr. Xenikis

ATTEST: Kathy Wiser