

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1664

Adopted Date December 10, 2019

APPROVE LATERAL TRANSFER OF KATIE PYLE FROM THE POSITION OF SCREENER III TO FOSTER CARE ADOPTION CASEWORKER II , WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested the lateral transfer of Ms. Pyle to said position; and

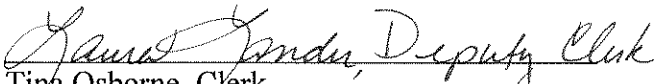
NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Katie Pyle from the position of Screener III to Foster Care Adoption Caseworker II within the Warren County Department of Job and Family Services, Children Services Division effective December 16, 2019.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
K. Pyle's Personnel file
OMB – Sue Spencer

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1665

Adopted Date December 10, 2019

AUTHORIZE THE INTERNAL POSTING OF THE "SCREENER I OR II" POSITIONS, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists an opening for a "Screener I or II" position within the Department of Job and Family Services, Children Services Division; and

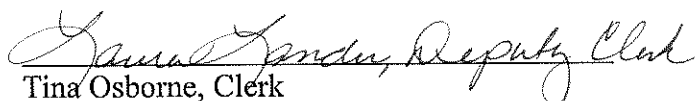
NOW THEREFORE BE IT RESOLVED, to authorize the internal posting of the position of "Screener I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 6, 2019.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (File)
S. Spencer - OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1666

Adopted Date December 10, 2019

ACCEPT RESIGNATION OF BRITTNEY YOST, FOSTER CARE ADOPTION CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE DECEMBER 19, 2019

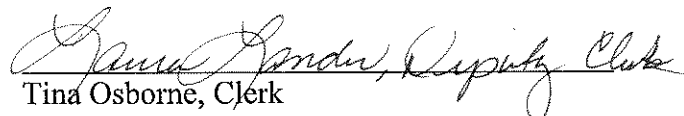
BE IT RESOLVED, to accept the resignation of Brittney Yost, Foster Care Adoption Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective December 19, 2019.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
B. Yost's Personnel file
OMB – Sue Spencer
Tammy Whitaker

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1667

Adopted Date December 10, 2019

RESCIND RESOLUTION #19-1589 WHICH ACCEPTED THE RESIGNATION OF KASSIDY VERNON, WATER AND SEWER UTILITY CLERK I, WITH IN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, the Director has indicated that Ms. Vernon no longer plans to resign her position and the Director has requested to rescind Ms, Vernon's resignation; and

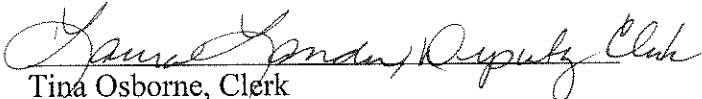
NOW THEREFORE BE IT RESOLVED, to rescind Resolution #19-1589 adopted November 26, 2019, which accepted the resignation of Kassidy Vernon, Water and Sewer Utility Clerk I within Warren County Water and Sewer Department.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Water and Sewer (file)
K. Vernon's Personnel File
OMB-Sue Spencer
T. Reier

Resolution

Number 19-1668

Adopted Date December 10, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ILA HARTRUM WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Ila Hartrum, within Warren County Water and Sewer, has successfully completed a 365-day probationary period, effective December 12, 2019; and

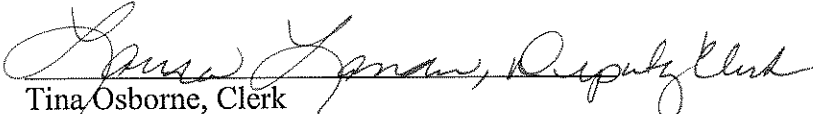
NOW THEREFORE BE IT RESOLVED, to approve Ila Hartrum's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$14.85 per hour effective pay period beginning December 21, 2019.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water and Sewer (file)
Ila Hartrum's Personnel File
OMB – Sue Spencer
T. Reier

Resolution

Number 19-1669

Adopted Date December 10, 2019

APPROVE PROMOTION OF ALAN HIGGINS FROM BUILDING AND ELECTRICAL INSPECTOR II TO BUILDING AND ELECTRICAL INSPECTOR III WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Higgins has obtained the required certification for the Building and Electrical Inspector III classification; and

WHEREAS, it is the desire of the Board to promote Mr. Higgins to a Building and Electrical Inspector III classification; and

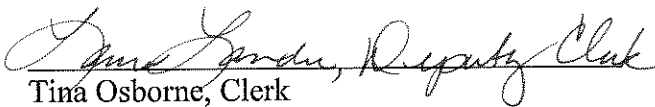
NOW THEREFORE BE IT RESOLVED to promote Alan Higgins from Building and Electrical Inspector II to Building and Electrical Inspector III at pay range #18, \$26.52 per hour, effective pay period starting December 7, 2019.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Building/Zoning (file)
A. Higgins' Personnel File
OMB-Sue Spencer

Resolution

Number 19-1670

Adopted Date December 10, 2019

APPROVE FULL-TIME HOURS FOR JESSICA ANDERSON, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, pursuant to resolution number 19-1357, adopted October 15, 2019, Ms. Anderson was approved to work part-time hours for a temporary basis; and

WHEREAS, the Director has requested to return Ms. Anderson to full time hours effective December 16, 2019; and

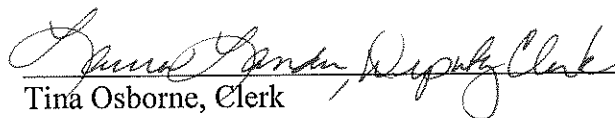
NOW THEREFORE BE IT RESOLVED, to approve full-time hours for Jessica Anderson, Eligibility Referral Specialist II, within Warren County Department of Job and Family Services, Human Services Division, effective December 16, 2019.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
Jessica Anderson's Personnel File
OMB – Sue Spencer
OMB – Tammy Whitaker

Resolution

Number 19-1671

Adopted Date December 10, 2019

HIRE ELIZABETH LOESCH AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

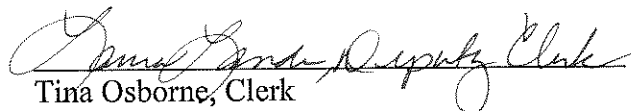
BE IT RESOLVED, to hire Elizabeth Loesch as Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #6, \$14.92 per hour, under the Human Services Compensation Plan, effective December 16, 2019, subject to a negative drug screen, background check (BCI) and a 365-day probationary period.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Human Services (file)
Elizabeth Loesch's Personnel file
OMB – Sue Spencer

Resolution

Number 19-1672

Adopted Date December 10, 2019

HIRE DEVIN CARR AS CUSTOMER ADVOCATE I WITHIN OHIOMEANSJOBS WARREN COUNTY

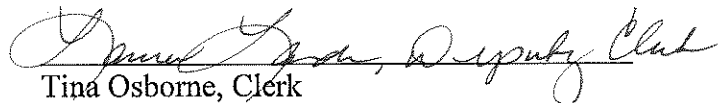
BE IT RESOLVED, to hire Devin Carr, as Customer Advocate I within OhioMeansJobs Warren County, classified, full-time permanent, non-exempt status, Pay Range #14, \$16.08 per hour, effective January 13, 2020, subject to a negative background check, drug screen, and a 365-day probationary period.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)
D. Carr's Personnel file
OMB-Sue Spencer

Resolution

Number 19-1673

Adopted Date December 10, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO QUEEN CITY MECHANICALS, INC. FOR THE CARLISLE AREA LIFT STATION UPGRADES – PHASE I – FAIRVIEW AND JILL LIFT STATIONS PROJECT

WHEREAS, bids were closed at 11:00 a.m., on November 21, 2019, and the bids received were opened and read aloud for the Carlisle Area Lift Station Upgrades – Phase I – Fairview and Jill Lift Stations Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Water and Sewer Staff Engineer, Queen City Mechanicals, Inc. has been determined to be the best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Queen City Mechanicals, Inc. for a total bid price of \$99,700.00; and

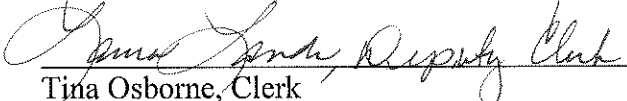
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LL\

cc: Water/Sewer (file)
OMB Bid file

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1674

Adopted Date December 10, 2019

ADVERTISE FOR BIDS FOR THE RE-BID OF THE LILY DRIVE BRIDGE #1023-0.17 REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the Re-bid of the Lily Drive Bridge #1023-0.17 Replacement Project for the County Engineer; and

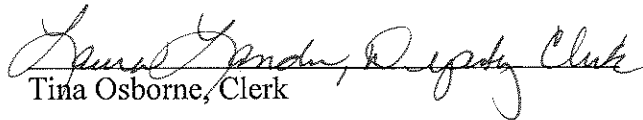
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of January 5, 2020; bid opening to be January 21, 2020 @ 9:30 a.m.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LL\

cc: Engineer (file)
OMB Bid file

Resolution

Number 19-1675

Adopted Date December 10, 2019

APPROVE CHANGE ORDER NO. 4 TO THE CONTRACT WITH LAYNE CHRISTENSEN COMPANY FOR THE CONSTRUCTION OF THE RAR WATER TREATMENT PLANT FILTER REHABILITATION PROJECT, PURCHASE ORDER NO. 19000245

WHEREAS, this Board on February 26, 2019 entered into a Contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation Project, through Resolution 19-0077; and

WHEREAS, through the course of emptying and removing media from Filter Cell 4A, solidified media was discovered on the walls of the tanks; and

WHEREAS, the removal of this additional solidified media was outside of the original scope of work; and

WHEREAS, an extension of time is necessary due to additional work outside of the scope for Filter #1-3 and Filter Cell 4A; and

WHEREAS, a Purchase Order Increase is necessary in order to accommodate said changes; and

NOW THEREFORE IT BE RESOLVED:

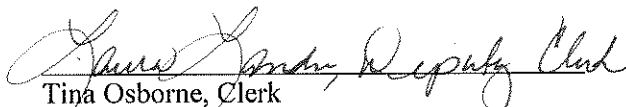
1. Approve Change Order No. 4 to the Contract with Layne Christensen Company increasing Purchase Order No. 19000245 by \$4,660.80 and creating a new Contract and Purchase Order price in the amount of \$700,284.68.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.4 of the Contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation Project.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
c/a—Layne Christensen Co.
Water/Sewer (file)
Project File



**Warren County
Water & Sewer Dept.**

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: November 21, 2019

Change Order Number 4

Project Name: RAR Water Treatment Plant Filter Rehabilitation Project

| Item | Description | ADDITIONS | DELETIONS |
|-----------------------------------|---|-------------------|-----------|
| 4 | Removal of additional solidified filter media | \$4,660.80 | |
| Sums of the ADDITIONS & DELETIONS | | \$4,660.80 | |
| TOTALS FOR THIS CHANGE ORDER | | \$4,660.80 | |

Purpose of the Change Order: Additional labor and costs associated with removing compacted media from filter cell 4A tank wall, which was outside of the original scope for this project.

Attachments:

Change Order Request from Layne Christensen Company – Filter Cell 4A Extra Work
Time Extension Request from Layne Christensen Company

Original contract price \$669,500 .
Current contract price adjusted by previous change orders \$695,623.88 .
The Contract price due to this change order will be increased/~~decreased~~.
The New contract price including this change order will be \$700,284.68.
The Contract Time will be increased by 60 calendar days.
The new date for Substantial Completion will be December 23, 2019.
The new date for Final Completion will be February 21, 2020.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Donnie Williams
Contractor's Signature

11-25-19
Date

Recommended By:
Chris Bawls
Warren Sanitary Engineer

11/27/19
Date

[Signature]
Warren County Commissioner

12/10/19
Date

Warren County Commissioner

[Signature]
Warren County Commissioner

Date
12/10/19
Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1676

Adopted Date December 10, 2019

AUTHORIZE WARREN COUNTY ADMINISTRATOR, ON BEHALF OF THE COUNTY COMMISSIONERS, TO SIGN PDC PRICING AGREEMENT WITH PRIORITY DISPATCH

BE IT RESOLVED, to authorize the Warren County Administrator, on behalf of the County Commissioners and Emergency Services Department, to sign PDC Pricing Agreement with Priority Dispatch; copy of said pricing agreement attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Priority Dispatch
Emergency Services (file)



PDC Pricing Agreement

1. **Price.** The annual license, service and support fee for your licensed Priority Dispatch products is \$28,800.00
 - a. Customer will be billed on an annual basis.
 - b. If the quantity of Priority Dispatch System licenses is increased during the life of this agreement, the annual fee will be amended to reflect the additional licenses at the then current price.
 - c. Pricing is exclusive of any applicable tax. Any applicable tax will be added to the amount.
 - d. Annual invoice is net 30-days, unless otherwise specified.
 - e. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
 - f. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).
2. **Term.** This agreement shall have an initial term of 36 months from the annual renewal date.
3. **Services.** The use of PDC's products and services are set forth in the End User License Agreement(s).
4. **Support.** Support for PDC's products are available 24/7/365 via phone, email and internet.

RECEIVED
 11/21/19
 Warren County
 Emergency Services

Agency: Warren Co. Dept. of Emerg. Ser

Signature: _____

Print Name: Tiffany Zindel

Title: County Administrator

Date: 12/10/19

Priority Dispatch

Signature: _____

Print Name: Brent E. Hawkins

Title: Vice President & General Counsel

Date: 11/21/19

Resolution

Number 19-1677

Adopted Date December 10, 2019

APPROVE AND AUTHORIZE WARREN COUNTY GRANTS DIRECTOR TO SIGN THE REDUCE STIGMA OF ADDICTION GRANT CONTRACT BY AND BETWEEN THE INTERACT FOR HEALTH FOUNDATION AND THE FUNDERS RESPONSE TO HEROIN EPIDEMIC AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Warren County has been awarded the Reduce Stigma of Addiction Grant from Interact for Health Foundation and the Funders Response to the Heroin Epidemic; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Grants Director to electronically sign the Reduce Stigma of Addition Grant with Interact for Health Foundation and the Funders Response to the Heroin Epidemic; and

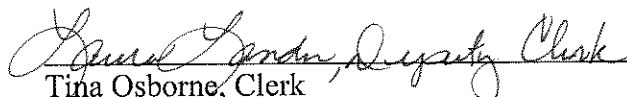
BE IT FURTHER RESOLVED, in the event funding is not available from Interact for Health Foundation and the Funders Response to the Heroin Epidemic, the Warren County Board of Commissioners has no further obligation to fund this project.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: C/A— Interact for Change
OGA (file)

December 4, 2019

Tiffany Zindel
Warren County, Ohio
406 Justice Drive
Lebanon, OH 45036

Dear Tiffany Zindel:

InterAct for Change ("Grantor" or "Interact") is pleased to inform you that its Board of Directors has approved a grant of \$50,200, over a 6-month period, to Warren County, Ohio ("Grantee") to support a campaign to reduce the stigma of addiction in Warren County. The goal and objectives of the Grant are further described in Exhibit A. Grantee has until December 12, 2019 to return this agreement to the Grantor; after that date, the offer of this grant is rescinded.

The grant funds may not be used for any of the following purposes: to attempt to influence the outcome of any specific public election; to make grants to individuals or to other organizations, which do not comply with the requirements of Section 4945 (d)(3) or (4) of the Internal Revenue Code; or undertake any activities for other than a charitable, educational or scientific purpose as those terms are used within the meaning of Section 501(c)(3). No part of the Grant is earmarked for attempts to influence legislation. Grantee agrees that it will not promote or engage in violence, terrorism or the destruction of any state, nor will it make sub-grants to any entity that engages in these activities

This grant is made only for the purposes stated in this letter, and the grant funds as well as any interest earned thereon may not be expended for any other purpose without the Grantor's prior written approval. Any funds not expended or committed for the purposes of the grant within the period stated above will be returned to the Grantor. Expenditures of Grant funds must adhere to the specific line items in the budget submitted to the Grantor by Grantee and attached hereto as Exhibit B. Transfers in excess of \$1,000 in total among line items (increases and decreases) must be approved in writing in advance by the Grantor. If you need to change your use of funds for any reason, contact your Program Officer at InterAct for Change.

Warren County, Ohio ("Grantee") which operates under Federal Tax Identification Number: 31-6000058 agrees to provide a final narrative and financial report on the use of grant funds to the Foundation's representative upon completion of the grant period. The report should include:

- a) an account of what was accomplished by the expenditure of funds;
- b) a description of progress made towards achieving the goal and objectives of the grant (these are listed in the attached Exhibit A);
- c) a financial statement attested by the grantee's responsible officer or a certified public accountant; and
- d) copies of any publications resulting from the grant.

Although the grant funds need not be physically segregated into a separate bank account, such funds should be shown separately on your books for ease of reference and verification. Records of receipts and expenditures under the grant, as well as copies of reports submitted to the Grantor, should be kept for at least four years following completion of such receipts and expenditures. Your books and reports are to be made available for the Grantor's inspection at reasonable times.

In the administration of the Grant or of the program for which the Grant is awarded, Grantee shall not discriminate on the basis of race, color, religion or religious affiliation, sex, national origin, sexual orientation, age or disability. This grant shall not be used for recruitment into a religious denomination or congregation.

Warren County, Ohio agrees to cooperate with InterAct for Change in evaluating the project. Grantee will undertake evaluation activities relevant to the organization's or program's needs, as well as cooperate with Grantor, at Grantor's expense, in its evaluation of certain health outcomes or groups of grants.

InterAct may include information about this grant in its periodic public reports, press releases and other public information. Grantee will coordinate its own announcements and publicity with InterAct staff, with requests directed to your Program Officer, Lisa Myers. Grantee will recognize Grantor's contributions to the funded project in all announcements about it for a period of three years. Warren County, Ohio agrees to reasonably assist the Grantor in its communication efforts.

The foregoing conditions comply with our obligations under the law to make reasonable efforts and establish adequate procedures to see that grant funds are spent solely for the purposes for which they were granted, and to obtain full and complete records about how grant funds have been expended. Changes in the law, or in the regulations interpreting them, may require the Grantor to ask that more detailed reports be submitted or that other steps be taken and Grantee agrees to comply with any such reasonable requests the Grantor may make.

If this letter and its attachment correctly set forth your understanding of the arrangements made regarding this grant, will you please countersign and return one copy of this letter to Kristine Schultz, Grants Manager at InterAct for Change.

Assuming compliance with the terms of this letter, the Grantor will make the grant funds available. The funds will be paid after receipt by the Grantor of a countersigned copy of this letter signifying acceptance of the terms set forth herein. Your questions and notifications should be directed to your Program Officer, Lisa Myers.

On behalf of InterAct for Change, I extend every good wish for the success of this endeavor.

Sincerely,

INTERACT FOR CHANGE

By: *Jill M. Jones, M.A.*

Title: President and CEO

Date: 12/06/2019

WARREN COUNTY, OHIO

By: *Tiffany Zindel*
County Administrator

Title: _____

Date: 12/10/2019

InterAct may include information about this grant in its periodic public reports, press releases and other public information. Grantee will coordinate its own announcements and publicity with InterAct staff, with requests directed to your Program Officer, Lisa Myers. Grantee will recognize Grantor's contributions to the funded project in all announcements about it for a period of three years. Warren County, Ohio agrees to reasonably assist the Grantor in its communication efforts.

The foregoing conditions comply with our obligations under the law to make reasonable efforts and establish adequate procedures to see that grant funds are spent solely for the purposes for which they were granted, and to obtain full and complete records about how grant funds have been expended. Changes in the law, or in the regulations interpreting them, may require the Grantor to ask that more detailed reports be submitted or that other steps be taken and Grantee agrees to comply with any such reasonable requests the Grantor may make.

If this letter and its attachment correctly set forth your understanding of the arrangements made regarding this grant, will you please countersign and return one copy of this letter to Kristine Schultz, Grants Manager at InterAct for Change.

Assuming compliance with the terms of this letter, the Grantor will make the grant funds available. The funds will be paid after receipt by the Grantor of a countersigned copy of this letter signifying acceptance of the terms set forth herein. Your questions and notifications should be directed to your Program Officer, Lisa Myers.

On behalf of InterAct for Change, I extend every good wish for the success of this endeavor.

Sincerely,

INTERACT FOR CHANGE

By: _____

Title: President and CEO

Date: _____

WARREN COUNTY, OHIO

By: Gregory Zindel

Title: County Administrator

Date: 12/10/19

Kerby Auld
Kerby Auld
County Administrator

Warren County, Ohio

EXHIBIT A:

Goal of the Grant: to support a campaign to reduce the stigma of addiction in Warren County

Grant Objectives

1. Develop reducing stigma marketing materials with the assistance of consultants
2. Distribute reducing stigma marketing materials with guidance from consultants
3. Participate in the evaluation of the campaign in partnership with Interact for Health staff and consultants

EXHIBIT B: Grant Budget Description:

| Expenses | Amount |
|------------------------------|------------------|
| Salaries | |
| Benefits and Taxes | |
| Consultants | 50,000 |
| Meeting Costs | |
| Travel - conference expenses | |
| Travel - mileage | |
| Equipment | |
| Supplies | |
| Printing/copying | |
| Promotion | |
| Incentives | |
| Other* | 200 |
| Total | \$ 50,200 |

* 1 year subscription to Canva Pro

Warren County, Ohio

EXHIBIT C:

Grant Disbursement Schedule: Grant Period: 12/1/19 to 5/1/20

| | Date | Amount |
|-----------------------|---------------|-----------------|
| 1 st Check | 12/19/19 | \$50,200 |
| | Total: | \$50,200 |

**InterAct for Change
Grantee Checklist - Small Grant**

Grantee Name: Warren County, Ohio

Project Title: Anti-Stigma Media Campaign Warren County

Grant Project #: FRHE 2019-18

Procedures for Start-Up of Your Grant Award:

- ___ 1. Review your grant agreement according to your procedures for contract approval.
- ___ 2. Exhibit A contains the goals and objectives for which you will be accountable by virtue of accepting the grant.
- ___ 3. Exhibit B is your line item budget.
Note that you need your Program Officer's advance written approval to vary your expenses from this budget. (See your agreement for your threshold.)
- ___ 4. Exhibit C is your Grant Disbursement Schedule. The disbursement schedule (Exhibit C) and line item budgets (Exhibit B) can be modified later, but only with the written approval of the Program Officer.
- ___ 5. Your Grantee Reporting Requirements include:
Annual written report (s) covering: a) the project's accomplishments, issues and status, and b) the financial report attested to by your organization's financial officer.

| Requirement Type | Due Date |
|---------------------------|-----------------|
| Annual & Financial Report | 6/1/20 |
| Site Visits | 7/1/20 |

- ___ 6. You have two originals of the Grant Agreement. Sign them both and keep one for yourself. Return one signed grant agreement to Kristine Schultz, Grants Manager at InterAct for Change by December 12, 2019.
- ___ 7. **You must notify your Program Officer in writing if any of the following events occur:**
 - Change in the non-profit status of your organization
 - Change in CEO
 - Change in your Project Officer
 - Changes that prevent you from accomplishing the goals and objectives of your grant
- ___ 8. If you hire someone to manage this project, we expect you to be responsible for ensuring that project staff is aware of project goals and objectives. You should provide project staff with a copy of your proposal to InterAct for Change, your Grant

Agreement (including project goals and budgets), and this checklist. You should review these with the project staff who will be responsible for carrying them out.

- ___ 9. **Announcing your Grant and Sharing Results:**
InterAct for Change believes it is important to get news about projects out to the community. **Please coordinate all announcements** related to this grant with Jeff Williams, Director of Communications, at jwilliams@interactforhealth.org. If you choose, you can perform any of the following activities after your grant agreement is signed:

| | |
|-----------------------------|-------------------------|
| Grant announcement | Journal article |
| Newsletter | Results news release |
| Conference session or paper | Results news conference |
| Conference poster | Results report |

Please reference InterAct for Change with our full and complete name when preparing any of the documents listed above.

- ___ 10. **Award Photos and Big Checks:**
If you would like a photo of your agency's staff with InterAct for Change's, or you want a photo in which we present you with a "big check," you can arrange for it to be taken at our mutual convenience

_____ No Thanks ___ Yes: when _____

- ___ 11. **Subscription to Greater Cincinnati Health Watch**
If you would like to subscribe to Health Watch, a weekly e-mail newsletter produced by Interact for Health that contains the latest health information for our region as well as upcoming Interact for Health events, please visit <https://www.interactforhealth.org/greater-cincinnati-health-watch>.

- ___ 12. The Grantee is aware that InterAct for Change is exempt from federal income tax under Section 501(c) (3) of the tax code.

- ___ 13. Other: Two representatives from Warren County will participate in Canva Training on December 5, 2019 at Interact for Health

Grantee's Project Officer: _____

Date: _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1678

Adopted Date December 10, 2019

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN CORSA APPLICATION FOR PROPERTY AND CASUALTY COVERAGE POLICY PERIOD EFFECTIVE MAY 1, 2020

WHEREAS, it is the desire of this Board to authorize Tiffany Zindel, County Administrator, to sign the CORSA application for property and casualty coverage effective May 1, 2020; and

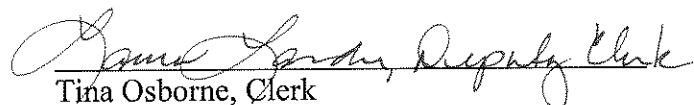
NOW THEREFORE BE IT RESOLVED, authorize Tiffany Zindel, County Administrator, to sign the CORSA application for property and casualty coverage effective May 1, 2020; application attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

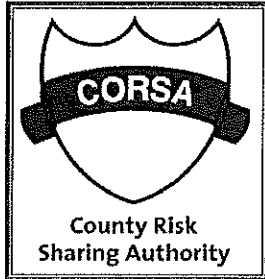
Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: c/a—CORSA
Tammy Whitaker, OMB (file)
Adam Balls, World Risk



CORSA 2020-2021

County

Renewal Application Summary

Warren County Board of Commissioners
Date Application Completed: 11/15/2019
Application Completed By: Tammy Whitaker & Adam Balls

Contract Checklist

Ambulance District Agreement
Not Applicable

County Home Management Services Agreement
Not Applicable

HR Consulting Services Agreement
Not Applicable

IT Services Agreement
Not Applicable

Law Enforcement Services (provided to any non-public entity) Agreement
Not Applicable

Medical Services in a Correctional Facility/Detention Facility Agreement
Attached

Multi-Jurisdiction Response Team/Task Force Agreement
Attached

Mutual Aid Agreement
Not Applicable

Public Transit Management/Operations Agreement
Not Applicable

School Resource Officer Agreement
Attached

BOARDS/COMMISSIONS COVERAGE SECTION

I. Boards Automatically Covered

Airport Authority Board
Airport Zoning Board
Board of Elections
Board of Revision
Budget Commission
Child Abuse & Neglect Advisory Board
Children's Trust Fund Board
Community Corrections Board
County established 911 Planning Committee
Dangerous Wild Animal Response Team
Data Processing Board
EMA Advisory Board
Facilities Review Board
Family & Children First Council

Flood Variance Board
Investment Advisory Board
Jury Commission
Law Library Resource Board
Local Emergency Planning Council
Microfilm Board
Planning Commission-Single Co.
Public Defender Commission
Records Commission Board
Regional Planning Comm.-Single Co.
Solid Waste District- Single Co.
Veterans Service Commission
Workforce Policy Board (WIA) - Single Co.
Workforce One Stop Policy Board (WIA)- Single Co.

Boards Currently Approved:

Zoning Commission
Board of Zoning Appeals
Rural Zone Text Update Committee

PROPERTY COVERAGE SECTION

Desired Limits

| | Replacement Cost |
|---|------------------|
| A Contractors Equipment/Misc. Equipment-per schedule | |
| B Watercraft-per schedule | |
| C Voting Machines (Blanket Limit) | 2,300,000 |
| D Canines incl. Cost of Training | 36,000 |
| E Sewer Lines (Blanket Limit) | |
| F Water Lines (Blanket Limit) | |
| G Underground Fiber Optic Lines (Blanket Limit) | 500,000 |
| H Bridges (other than covered bridges)- per schedule | |
| I Traffic Signals (Blanket Limit) | 300,000 |
| J Other (Describe) | |
| K Valuable Papers | 2,500,000 |
| L Accounts Receivable | 1,000,000 |
| M Extra Expense/Business Interruption | 2,500,000 |
| N Motor Truck Cargo | 100,000 |
| O Fine Arts | 1,000,000 |

Fine Arts

| <u>Description</u> | <u>Value</u> | <u>Location</u> |
|----------------------------|--------------|---|
| Veterans Memorial monument | 300,000.00 | Veterans Memorial Park East Warren St. |

Vacant Buildings

CO1 312 E Silver Street - currently vacant disposition is unknown/indefinitely Va

Condition is poor

No utilities currently. The only active

utility there is a small electric feed to power exterior

Additional Comments

LIABILITY COVERAGE SECTION

| | |
|--|------------|
| Current Total Limits (Incl. CORSA layer) | 10,000,000 |
| Payroll/Employees (payroll as of 12/31/18) | |
| Total County Payroll for covered dept/boards | 54,609,211 |
| County Home Payroll | |
| Emergency Personnel Payroll | |
| Total Sheriff's Office | 14,576,742 |
| Deputies | 8,263,041 |

| | |
|-------------------------------------|-----------|
| Dispatchers | 2,058,519 |
| Other | 4,255,182 |
| EMT/Paramedics (combined) | |
| Firefighters | |
| Total Number of Full Time Employees | 1,078 |

Additional Comments:

Exposure Information

Auditorium/Theater

Board of DD

BDD Workshop

No

Name of Workshop:

Is workshop to be included as a Covered Board?

Is workshop incorporated as a not-for-profit corporation?

Are there plans to privatize the workshop during the upcoming year?

If yes, indicate the target date:

How many members on the board?

Who appoints Board Members?

Is there a contract between Board of DD and workshop?

Number of FT Employees:

Payroll (excluding clients):

Are employees (excluding clients) considered to be DD employees?

If yes, what is the timeline to transition them to workshop?

Does DD workshop board have any other insurance policies in place?

If yes, what lines of coverage?

Describe work performed by workshop

Does workshop sell retail products or food?

Describe:

Children's Homes

No

Girls Homes

Boys Homes

Receiving Homes

Average Occupancy

Convention/Exhibit Halls

County Homes

Number Full Time Employees
Contract with firm for mgmt./operations

Medicaid Beds

of Beds

A. # Occupied 5/1/19
Intermediate Beds

of Beds

B. # Occupied 5/1/19

Assisted Living

of Beds

C. # Occupied 5/1/19

Dams/Reservoirs

No

EMT's

No

Foster Parents

No

Foster Children as of 10/01/2019

Homes approved by county as of 10/1/2019

Public Transit

No

Provided by County Departments or Separate Board?

If a separate board, do Commissioners appoint all Board
Members?

If not, who appoints?

Public Transit Payroll

Does County contract with a private firm for
management/operations for Public Transit?

Are employees County employees? (covered under County
Workers' Compensation Coverage, County Health Insurance,
etc.)

Call In/Reservations

Bus Routes

Residential Homes

No

Drug/Alcohol Homes

Drug/Alcohol Avg.

Occupancy

Mental Health Dev.

Disability Homes

Mental Health Dev.

Disability Avg. Occupancy

Indigent Homes

Indigent Avg.

Occupancy

Stadiums?

No

of Stadiums

Seating Capacity
Use of each stadium
Watercraft

No

PRIVACY AND SECURITY LIABILITY SUPPLEMENTAL APPLICATION

Program Limits:

Third Party Liability \$1,000,000
Privacy Response Expenses \$500,000
Regulatory Proceedings/Penalties \$250,000
PCI-DSS Assessments \$250,000

Excess Limit Desired Third Party Liability
4,000,000

Excess Limit Desired Privacy Response Expense
Excess Limit Desired Regulatory Proceedings/Penalties
Excess Limit Desired PCI-DSS Assessments

1. Gross Operating Expenses? (For all covered activities less capital projects)05/01/2018

150,900,000

2. What HIPAA protected information do you handle, manage, store, destroy, or otherwise control?

Medical Records: 50,000

Healthcare Records: 15,000

Other: 2,500

3. Is your data encrypted, including data on any removable device?

Yes

4. Do you have password protection on all data accessible devices?

Yes

5. Do you have a credentialed IT professional to install and secure all wifi devices?

Yes

6. Do you have frequent and ongoing backups on all critical data?

Yes

7. Do you have a process to manage access to sensitive information?

Yes

If yes, please describe

Active Directory Accounts

8. Do your external interfacing computer systems utilize

firewall and intrusion detection/prevention systems?

Yes

If yes, please describe

Palo Alto Firewalls

9. Do you have a schedule reoccurring vulnerability assessment program?

No

10. Do you have a patch management program in place?

Yes

If yes, please describe

WSUS, Weekly patch reviews, Month Patch Cycle
downtime, Auto Patch Mngmnt Center System

11. Do you have a thorough information Security Policy and Privacy Policy that is updated periodically and consistently enforced?

Yes

If yes, how frequently is it reviewed and/or updated?
annually

If yes, has the policy been reviewed by a qualified attorney?

Yes

If yes, does it comply with legislative, regulatory and/or contractual privacy requirements?

Yes

If no, please describe your organization's plan to create/update such a policy.

The County does, but only for the Telecom Unit for 10 ABC above

12. Do you provide awareness training for employees on data privacy and security issues?

Yes

If yes, please describe the type, method and frequency of training
annually now

13. In the event that data is compromised or your systems are breached, do you have a disaster recovery plan in place?

Yes

14. Are there certain departments that operate on their own domain not managed by the County IT staff?

Yes

If yes, which departments?

Health Department, BD of DD, Telecommunications & EMA

15. Do you (or third party on your behalf) process, store, or handle credit card transactions?

Yes

If yes, are you/they in compliance with Payment Card Industry Data Security standards?

Yes

If yes, what is your/their required level of compliance?
awaiting

If yes, are these transactions encrypted?

Yes

Encryption type?

Yes

If using a third party, please answer the following questions:
Describe how payment card data is captured and transferred.
There is no direct line to the County's data infrastructure for any department utilizing a Credit Card vendor other than a link on our web page redirecting them to the

vendors web

site

What type of review is done on the provider to certify they have similar controls and protocols discussed within this application?

16. If you outsource any part of your network, computer system, or information security functions, please provide vendor name below:

a. Data Center Hosting Vendor

b. Managed Security Vendor

c. Data Processing Vendor

d. Application Service Provider

e. Offsite Backup and Storage Vendor

17. Are all 3rd party vendors PCI-DSS and/or HIPAA compliant?

18. Do you require vendors who handle your data processing/hosting functions to show adequate security of their computers?

No

a. If yes, please indicate method of verification:

We do not have any Vendors that host our data external to our network

19. Do you currently use a cloud service provider?

a. If yes, provide the provider name(s).

b. What services do they provide (IaaS - Infrastructure as a Service, PaaS - Platform as a Service, SaaS - Software as a Service)?

c. Are the service networks public, private, or a hybrid?

Private

20. Have you had any occurrences, claims, or losses related to a failure of security of your computer system in the past five (5) years?

No

a. If yes, please attach a detailed loss run with description of the loss.

21. Has anyone filed a suit or made a claim against you with regard to invasion or interference with rights of privacy or wrongful disclosure of Confidential Information?

No

a. If yes, please describe:

22. Are you aware of a situation or circumstance which could result in a claim against you with regard to issues related to the cyber coverage you are seeking?

No

If yes, please describe:

No

LAW ENFORCEMENT LIABILITY COVERAGE SECTION

| | |
|---|---------------------------------|
| Number of Full Time Deputies incl. Sheriff | 98 |
| Number of Part Time Deputies | |
| Number Full Time Correction Officers | 56 |
| Number of Part Time Correction Officers | |
| Number of Full Time Bailiffs and Constables | 8 |
| Number of Part Time Bailiffs and Constables | 3 |
| Number of Full Time Dispatchers | 40 |
| Number of Part Time Dispatchers | |
| Auxiliary Deputies | |
| Number who are armed and have power of arrest | 8 |
| OPOTA certified? | Yes |
| Multi-jurisdiction response team or task force | |
| Lead Agency | Drug Task Force - Warren County |
| Security provided in county buildings | |
| If armed, number of Deputies | 13 |
| If armed, number of Private Security | |
| If armed, number of Other Licensed Peace Officers | |
| Provide Law Enforcement Services to other public entities incl. schools | |
| Number School Resource Officers | 3 |
| Employed by County or school | County |
| Provide Law Enforcement Services to any non-public entity | |
| Jail Facilities | |

| | |
|--|-----|
| Number of average daily inmates for 2018 | 300 |
| Holding Cells | |
| Number of average daily detainees for 2018 | |
| Average length of time detainees are held | |
| Juvenile Detention Center | |
| Number of Full Time Attendants | 12 |
| Number of average daily detainees for 2018 | 12 |
| | Yes |

Additional Comments

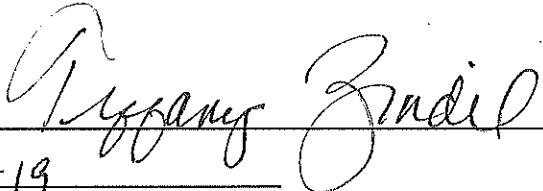
MEDICAL PROFESSIONAL LIABILITY APPLICATION

Number of FT/PT employed Physician Assistants
 PA Department 1:
 PA Department 2:
 PA Department 3:

Number of FT/PT employed Nurse Practitioners
 NP Department 1:
 NP Department 2:
 NP Department 3:

MEDICAL PROFESSIONAL LIABILITY- JAILS/CORRECTION FACILITIES

Name of Physician
 Is Physician an employee or independent contractor?
 Location(s) where services are provided

Signature for County 
 Date 12-10-19
 Signature for Agency _____
 Date _____

Resolution

Number 19-1679

Adopted Date December 10, 2019

ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDER NO 3, 4 AND 5 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price; and

WHEREAS, Granger Construction Company has requested the execution of a change order to accommodate changes that occurred do to the acceptance of alternates relative to the expansion of the pods, changes made to the design of the security controls that took place a short time before GMP was finalized not allowing for construction drawings to be changed, power distribution changes based upon a power distribution study and a credit for the deletion of toilet dispensers that had been double accounted for; and

WHEREAS, the accumulative total of change order 3, 4 and 5 are \$33,198.81 which shall be deducted from the Owners Contingency; and

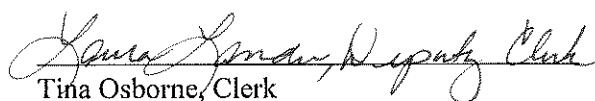
NOW THEREFORE BE IT RESOLVED, to acknowledge the execution of change order 3, 4 and 5 for a net dollar change of \$33,198.81 to the Owners Contingency, creating a new Guaranteed Maximum Price of \$49,374,423.81; said change orders with supporting/open book pricing are attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: C/A— Granger Construction Co., Inc
Project file
Facilities Management (file)

Sheriff (file)
Martin Russell/Tiffany Zindel



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
12/04/2019
CHANGE ORDER #: 3

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

DISTRIBUTION: Granger Construction Company
 Wachtel & McAnally Architects/Planners, Inc
 OFFICE
 FIELD
 OTHER

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

| PROJECT | ACO | DESCRIPTION | PCO TYPE | PCO | CONTRACT CHANGE |
|----------|-----|------------------------|----------|-----|-----------------|
| 1822- 00 | 22 | Bulletin 1 & 2 Changes | PCO | 22 | \$31,880.22 |

TOTAL: \$ 31,880.22

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

| | |
|---|------------------|
| The original Contract Sum was | \$ 49,341,225.00 |
| The net change by previously authorized Change Orders was | |
| The Contract Sum prior to this Change Order was | \$ 49,341,225.00 |
| The Contract Sum will be increased by this Change Order | \$ 31,880.22 |
| The new Contract Sum will be | \$ 49,373,105.22 |
| The Contract Time will be unchanged | |

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By:

Date: 12-6-19

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By:

Date: 12/06/2019

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43055

By:

Date: 12/6/19

CHANGE ORDER REQUEST

Page 1

DATE: 12/04/2019

PCO#: 22

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Bulletin 1 & 2 Changes

Proposed Scope of Work: Bulletin 1 & 2 Changes

The prices below are valid until 12/4/19.

Funding Source for Change Order:


Granger/Megen GMP: \$31,880.22

Owner Contingency: (\$31,880.22)

| PCO Item | Status | Change (in Days) | Contract Line | Notes | Amount |
|---|--------|---------------------|------------------|-------|---------------|
| 1 : Bulletin 1 Bond | New | | 0000610-00 | | \$183.22 |
| 2 : Bulletin 1 Subcontractor Bond Risk Contingency | New | | 0000620-00 | | \$305.36 |
| 3 : Bulletin 1 Insurances | New | | 0000620-02 | | \$91.61 |
| 4 : Bulletin 1 Mid South Precast Add 200 SF Hollow Core Pre-cast | New | | 0003400-00 | | \$600.00 |
| 5 : Bulletin 1 Pauly Jail | New | | 0011190-00 | | \$60,490.00 |
| 6 : Bulletin 1 Trifon | New | | 0015000-00 | | \$2,638.00 |
| 7 : Bulletin 1 SS Midwest | New | | 0015310-00 | | \$445.36 |
| 8 : Bulletin 1 Lake Erie Electric | New | | 0016000-00 | | \$45,583.26 |
| 9 : CM Fee | New | | 0000092-00 | | \$763.41 |
| 10 : Egress Allowance | New | | 0001220-20 | | (\$20,000.00) |
| 11 : CM Contingency | New | | 0001220-10 | | (\$59,220.00) |

Total: \$31,880.22

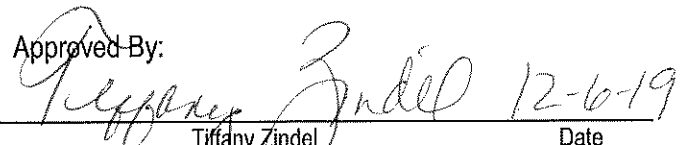
Submitted By:


Jason Woehrle

12/06/2019

Date

Approved By:


Tiffany Zindel
Warren County

12-6-19
Date

Zindel, Tiffany M.

From: Jason Kaminski <jkaminski@megenconstruction.com>
Sent: Tuesday, December 3, 2019 2:06 PM
To: Zindel, Tiffany M.; Russell, Martin T.; Hearn, Trevor
Cc: Jason Woehrle; Rick Smith; Garry McAnally
Subject: RE: Warren County Jail Bulletin 1 & 2 Potential Change Order

Hi Tiffany,
 I spoke to Jason Woehrle yesterday regarding the breakdown of Bulletin 1 & 2 costs for Warren County Jail. The breakdown showing the added scope and credit for removed scope is as follows:

| Item | Bulletin 1 | Bulletin 2 | Total |
|--|-----------------|-------------------|-----------------|
| Mid South Pre-Cast | \$600 | | \$600 |
| Pauly Jail | \$103,542 | (\$43,052) | \$60,490 |
| Triton | \$2,638 | | \$2,638 |
| SS Midwest | \$445 | | \$445 |
| Lake Erie Electric | \$33,450 | \$12,133 | \$45,583 |
| Egress Allowance | (\$20,000) | | (\$20,000) |
| CM Contingency | (\$59,220) | | (\$59,220) |
| Bond .6% | \$369 | (\$186) | \$183 |
| Subcontractor Bond Risk Contingency 1% | \$615 | (\$309) | \$305 |
| Insurances .3% | \$184 | (\$93) | \$92 |
| CM Fee 2.5% | \$1,536 | (\$773) | \$763 |
| | | | |
| Total | \$64,159 | (\$32,279) | \$31,880 |

*added landing when accept. alt. to expand
 add/delete card readers/cameras
 wall heating unit added rel. to Exp. alt.
 Plans examiner added sprinkler head sully
 Egress doors + card reader add/delete
 this was place holder no longer needed
 credit because GMP should have
 included some of the changes.*

straight calculation

Please let us know if any additional information is needed to process the change order submitted. I can also be available to meet and discuss if needed to further clarify any questions. Thank you!

Thanks,

Jason Kaminski
 Senior Project Manager
 Megen Construction Company, Inc.
 Celebrating 25 years of Delivering Encore Construction Experiences



11130 Ashburn Road, Cincinnati, Ohio 45240
 Office: 513.742.9191 Mobile: 513.375.4047
www.megenconstruction.com

ESTIMATE RECAP

| Warren Co Jail | | | DATE: 9/13/2019 | C.O.# |
|--|----------|---|--|--|
| Job Number: 194386 | | BULLETIN 1 | | |
| DESCRIPTION OF COSTS | LABOR | | | MATERIAL COSTS |
| | mh's | rate | cost | |
| 1. Equipment | | | \$ - | |
| 2. Material | 8 | \$63.57 | \$ 508.56 | \$ 1,470.00 |
| 3. Expendables * | ~ | ~ | ~ | |
| 4. Equip./tool rentals* | ~ | ~ | ~ | |
| 5. Drafting/ sketching | | | \$ - | |
| 6. Coordination | | | \$ - | |
| 7. Project Manager | 1 | \$65.00 | \$ 65.00 | |
| 8. Clean-up | | | \$ - | |
| 9. Warranty | ~ | ~ | \$ 22.00 | |
| 10. Start-up / Testing | | | \$ - | |
| 11. Trucking | ~ | | \$ 75.00 | |
| 12. Parking / Travel | ~ | ~ | \$ - | |
| 13. Subtotal | 9 | mh's | \$ 670.56 | \$ 1,470.00 |
| 14. Total Labor & Material: | | | | \$ 2,140.56 |
| 15. Subcontracts: | | Saw Cutting | | |
| 16 | | Concrete Work | | |
| 17 | | Insulation | | |
| | | | | \$ 150.00 |
| 18 | | Controls | | |
| 19 | | Core Drilling | | |
| 20 | | | | |
| 21. Overhead: | | Subs 5% | Mat'l / Labor 10% | \$ 221.56 |
| 22. SUBTOTAL: | | | | \$ 2,512.12 |
| 23. Profit: | | 5% | | \$ 125.61 |
| 24. Total Cost & Profits before Bonds and other cost | | | | \$ 2,637.72 |
| 25. Bond: | | 0.00% | | \$ - |
| 26. Sales Tax: (* expendables and rentals taxable on public work) | | | | \$ - |
| | | private work 0.00% | public work 0.00% | |
| 27. Permits: | | HVAC: \$ - | Press. Piping: \$ - | Boiler: \$ - |
| 28. TOTAL PRICE OF CHANGE PROPOSAL: | | | | \$ 2,638.00 |
| 29. Extension of Time due to this Change Order is: | | | Workdays | <input checked="" type="checkbox"/> Deferred |
| 30. This proposal based on: | | <input checked="" type="checkbox"/> Straight Time | Overtime | <input type="checkbox"/> Shiftwork |
| 31. This proposal is void unless a written Change Order or written Notification to Proceed is received by: (30 calendar days if no date shown) | | | | |
| 32. Extended Overhead Cost: | | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Deferred | <input type="checkbox"/> N / A |
| COMMENTS: | | | | |

WARREN CO JAIL
BULLETIN 1

9/13/19

BOILER CHANGES IN SCHEDULE EQUATE TO
NO ADDITIONAL COSTS TO US.

ADD A CUH : 6 MAN-HOURS

ADD DUCT : 2 MAN-HOURS

MATERIALS:

DUCT

\$199

CUH

1,271

\$1,470

INSULATOR \$150



Spears Mechanical Systems

123 West National Road Englewood, Ohio 45322

Ph: 937-540-9093 Fax: 937-540-9398

www.spearsmechanicalsys.com

Quotation

To: Triton Services
Attn: David Deger
8162 Duke Boulevard
Mason, Ohio 45040

Date: September 12, 2019

Quote #: 091219-GH1

Project: Warren County Jail & Sheriff's Office –
Bulletin #1

Phone: 513.679.6800

Page 1 of 1

RAYWALL ELECTRIC WALL HEATER

Equipment Features Include:

- *Heavy duty steel bar grille w/ baked enamel finish and satin finished aluminum frame
- *Manual reset thermal limit
- *In-Built double pole tamper proof thermostat
- *Built-in circuit breaker (factory installed)
- *Surface mounting frame provided (field installed)

| <u>QTY</u> | <u>TAG</u> | <u>MODEL</u> | <u>KW</u> | <u>VOLTS</u> |
|------------|------------|--------------|-----------|--------------|
| 1 | CUH-C-2 | AFH | 5.0 | 277v/1ph |

TOTAL NET PRICE.....\$1,271.00 F.A.

Regards,

Griffen Harris
Spears Mechanical Systems, Inc.

Prices are valid for acceptance within 30 days.

Terms: Net 30 days or to be determined by seller based on credit history of customer. All material is FOB unless otherwise stated. Warranty is manufacturer's standard conditions unless otherwise stated. Take off quantities, sizes, styles and prices will apply if final requirements vary from quotation. TAXES OF ANY KIND ARE NOT INCLUDED unless otherwise stated.

Proposal

HABEGGER

925 Redna Terrace Cincinnati, OH 45215

| | |
|---------------|------------------------|
| Project Name | Warren Co Jail - Bul 1 |
| Quote # | 099-29010 |
| Date | 9/12/2019 |
| Plans | Add Detail |
| Specification | Add Detail |
| Addenda | Add Detail |

| PRESSURE CLASS | MATERIAL | CONNECTORS |
|-------------------------------------|--|--|
| <input type="checkbox"/> 1" WG POS | <input type="checkbox"/> GALVANIZED | <input type="checkbox"/> SLIP & DRIVE |
| <input type="checkbox"/> 2" WG POS | <input type="checkbox"/> 304 STAINLESS | <input type="checkbox"/> TDF/TDC/TDX |
| <input type="checkbox"/> 3" WG POS | <input type="checkbox"/> 316 STAINLESS | <input type="checkbox"/> WELD FLANGE |
| <input type="checkbox"/> 4" WG POS | <input type="checkbox"/> ALUMINUM | <input type="checkbox"/> COUPLINGS/SLIP |
| <input type="checkbox"/> 6" WG POS | <input type="checkbox"/> PAINTGRIP | <input type="checkbox"/> ACCUFLANGE |
| <input type="checkbox"/> 10" WG POS | <input type="checkbox"/> BLACK IRON | TAP TYPE |
| <input type="checkbox"/> | <input type="checkbox"/> PCD-POLY COATED | <input type="checkbox"/> "A" COLLAR |
| <input type="checkbox"/> 1" WG NEG | ROUND & OVAL PIPE | <input type="checkbox"/> AIR-TITE |
| <input type="checkbox"/> 2" WG NEG | <input type="checkbox"/> SNAP LOCK | <input type="checkbox"/> CONICAL |
| <input type="checkbox"/> 3" WG NEG | <input type="checkbox"/> SPIRAL | <input type="checkbox"/> H.E.T.O. |
| <input type="checkbox"/> 4" WG NEG | <input type="checkbox"/> WELDED SEAM | <input type="checkbox"/> DAMPERS |
| <input type="checkbox"/> 6" WG NEG | <input type="checkbox"/> DOUBLE-WALL (SOLID) | <input type="checkbox"/> SCOOPS |
| <input type="checkbox"/> 10" WG NEG | <input type="checkbox"/> DOUBLE-WALL (PERF) | <input type="checkbox"/> STAND-OFFS |
| SEAMS | ROUND & OVAL FITTINGS | MISCELLANEOUS |
| <input type="checkbox"/> SNAP LOCK | <input type="checkbox"/> SNAP LOCK | <input type="checkbox"/> LINER |
| <input type="checkbox"/> PITTSBURGH | <input type="checkbox"/> SPIRAL | <input type="checkbox"/> HANGER STRAP |
| <input type="checkbox"/> WELDED | <input type="checkbox"/> WELDED SEAM | <input type="checkbox"/> DELIVERY |
| <input type="checkbox"/> | <input type="checkbox"/> DOUBLE-WALL (SOLID) | <input type="checkbox"/> B-VENT |
| <input type="checkbox"/> | <input type="checkbox"/> DOUBLE-WALL (PERF) | <input checked="" type="checkbox"/> 24GA MINIMUM |

| | Linear Ft. | # Fittings | Weight |
|-------------|------------|------------|--------|
| Rectangular | 8 | 1 | 52 |
| Round | 0 | 0 | 0 |
| Oval | 0 | 0 | 0 |
| | 8 | | 52 |

Total Fabrication Cost **\$ 190**

Additional Items:

| | | |
|--|----|---|
| 20' of Hanger strap | \$ | 4 |
| Basic Dust Protection | \$ | 5 |
| Add for ATCO 030 R-4.2 (187) flex duct - 5' per diffuser, 2' per VAV | \$ | - |

NOTE: Quote is good for 30 days. After 30 days, ALL quotes are subject to change due to the price fluctuations in the steel market

Quote Includes:

- *Canvas flex connectors on motor driven equipment
- *1 job site deliveries. Additional charges may apply beyond contract deliveries. All unloading and spotting to be done by contractor
- *Drops are figured 6' from top of curb. Floor to deck is figured 15'-0"
- *Deep boxes for return and exhaust air devices.

Unless otherwise noted, this proposal excludes: Taxes, linear diffuser plenums, dampers, access doors, roof curbs, roof caps, sleeves, framing angle, hangers, liner not shown, insulation, shop assembly of duct sections, drain pans, capping of ends for dust protection, flue, duct sealant, loose DuctMate frames, Shop Angle, Escutcheons/Beauty Rings, Addition Screws/Fasteners.

- *Lead time is 10 business days. Lead time is subject to change without notice
- *Expedite fees may apply for rush delivery

Mike Frazier
 (513) 761-0383
mikefrazier@habeggercorp.com

By signing below, you are accepting this proposal as listed in scope and cost.

| | | | |
|------|-------|-----|------|
| Sign | Print | PO# | Date |
|------|-------|-----|------|



Thermal Solutions, Inc.

9491 Seward Road ♦ Fairfield, OH 45014 ♦ P: (513) 742-2836 ♦ F: (513) 742-2465

♦ *Quality Workmanship* ♦ Competitive Rates ♦ Experienced Technicians ♦

September 13, 2019

To: David Deger
Triton Services

Re: Warren Co. Jail Bulletin #1

Dear Dave:

We are pleased to furnish the following pricing, including all necessary material, labor, supervision and insurance for the following work:

- **Insulation of additional supply duct added to scope.** **\$150.00**

- This pricing excludes lift/scaffolding rental, painting, fire stopping, premium time and asbestos removal

If you have any questions or need a revised quote, please feel free to call.

We appreciate the opportunity to submit this quote to you, and hope to serve you in the completion of this work.

Sincerely,
Thermal Solutions, Inc.

Eric McKittrick

Eric McKittrick
Project Manager

**** This pricing is valid for a period of thirty days.**

**S&S Midwest
Fire Protection LLC**

October 24, 2019,

Jason Kaminski
Granger Construction/Megen Construction Company
6267 Aurelius Road
Lansing, MI 48911

RE: Change Order #1, Bulletin #1 Fire Protection Changes at Warren County Jail

Dear Jason:

S&S Midwest Fire Protection is pleased to submit this change directive pricing for the fire sprinkler system changes at **Warren County Jail & Sheriff's Admin Office**.

Change Order #1 (Bulletin #1) Scope of Work:

1. Added (1) Viking Model VK 188 Horizontal Dry Sidewall Sprinkler at Sallyport C3-08 per Bulletin #01-Rev-4.
2. Alternates #G1 (Area B Housing Expansion) and #G2 (Area C Housing Expansion) are incorporated into this Bulletin #1 and those were previously accepted into our Base Bid Contract. (No additional pricing for these line items is included in CO#1 pricing)
3. No additional design/layout/calculation/details are required to add this work to the permit plans for approval.
4. No additional soffit steel materials and/or installation labor has been included for this extra work. (If required, repricing of this change order will be necessary)
5. No additional work is included in this Change Order #1 price quote for work on any other floors or areas of work, other than Sallyport C3-08 & that previously included on the Base Bid scope of work.

Total Adjustments from Change Order #1: + \$445.36

If you have any questions or comments concerning this information, please contact us.

Breakdown of Pricing for Change Order #1

| <u>Description</u> | <u>Cost Difference</u> |
|---|--|
| Fire Sprinkler Foreman Labor Added: (Includes 15% Profit & Overhead) | +\$258.99 (3 Hours) -Per Hourly Rate Form |
| Fire Sprinkler Added Trucking: | +\$12.00 (3 Field Hours X \$4/hr) |
| Fire Sprinkler Material/Fabrication Added: | +\$150.06 |
| Fire Sprinkler Design/Detail/Calc. Added: | +\$0 (<1 Hours) |
| Lift Equipment Rental: | +0 (<1 Day) |
| Soffit Steel Installation Labor Added: | +\$0.00 (Not Included) |
| Soffit Steel Material Added: | +\$0.00 (Not Included) |
| <u>Subtotal of Field Labor Additions=</u> | <u>+ \$258.99</u> |

**S&S Midwest Fire Protection LLC
617 Carle Ave., Lewis Center, OH 43035
Office #: (614) 396-8631 Fax #: (614) 396-8633**

Subtotal of Other Items (Excludes F. Labor)= +\$162.06

Profit & Overhead @ 15% (Excludes F. Labor)= + \$24.31

TOTAL Adjustments to current contract price= + \$445.36

Sincerely,



Aron Schroeder
Project Manager
S&S Midwest Fire Protection LLC
Phone: (614) 745-4952

**S&S Midwest Fire Protection LLC
617 Carle Ave., Lewis Center, OH 43035
Office #: (614) 396-8631 Fax #: (614) 396-8633**



MID SOUTH PRESTRESS, LLC
 2949 Joe Dowlen Road
 Pleasant View, TN 37146
 (615)746-6606 Fax(615)746-6607

CHANGE ORDER

To: Granger Construction
400 Lazelle Rd, Ste 18A
Columbus, OH 43240

Change Order No. 2
 Date 10/23/2019

Project: Warren County Jail
 Location: Lebanon, OH
 Job No. 19054

| | |
|---------------------------|--------------|
| Original Contract Amount | \$912,700.00 |
| Previous Contract Changes | \$0.00 |
| Total Before this Change | \$912,700.00 |
| Amount of this Change | \$600.00 |
| Revised Contract to Date | \$913,300.00 |

Gentlemen:
 This CHANGE ORDER includes all material, labor, and equipment necessary to complete the following work.

The work below to be completed for the approximate sum of Six-hundred dollars (\$ 600.00).

DESCRIPTION

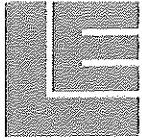
Per Bulletin 01 Drawings - Distributed 09-10-2019
Added ~60 additional SF 8" HC at area B

Cost provided allows for detailing, manufacturing, hauling, and installation consistent with previously agreed upon standards of work in executed subcontract and accepted proposal.

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract unless stated otherwise above.

Changes approved by:

Megen Construction Signed Mid South Prestress, LLC
Jason Kaminski Noah Ura



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

11/25/19

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail - Bulletin #1

LEE CO No.: TBD

Re : Bulletin #1

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$33,449.91

Bond

CO Net: \$33,449.91

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

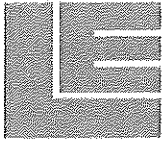
CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail
 Name Lebanon, OH
 County Montgomery
 Subcontractor Name and Address
LAKE ERIE ELECTRIC, INC.
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

Contractor's
 Contract No. 1822-000121
 Project No. _____ Phase Contr. No. _____
 Change Order No. Bulletin #1 for Changes
 I.D. No. _____ Phase Contr. No. _____
 Type of Contract ELECTRICAL

| A. Labor Summary (exclude fringes) - GC 7.7.2.2 | | Premium Portion ¹ | | |
|---|----------------------------|------------------------------|---|-------------------------------|
| Personnel Classification | Regular Rate | | = | |
| Journeyman | 146.00 hours x 30.00 /hour | /hour | = | <u>4,380.00</u> |
| Foreman | 8.00 hours x 33.00 /hour | /hour | = | <u>264.00</u> |
| Gen Fore | _____ hours x 35.40 /hour | /hour | = | _____ |
| PM | 4.00 hours x 80.00 /hour | /hour | = | <u>320.00</u> |
| | | | | Total (B) \$ <u>4,964.00</u> |
| B. Fringes - GC 7.7.2.3 | | | = | |
| Journeyman | 146.00 hours x 20.19 /hour | /hour | = | <u>2,947.74</u> |
| Foreman | 8.00 hours x 19.84 /hour | /hour | = | <u>158.72</u> |
| Gen Fore | _____ hours x 19.96 /hour | /hour | = | _____ |
| PM | 4.00 hours x _____ /hour | /hour | = | _____ |
| | | | | Total (C) \$ <u>3,106.46</u> |
| C. Allowable Payroll Expenses - GC 7.7.2.4 | | | = | |
| Journeyman | 146.00 hours x 6.60 /hour | /hour | = | <u>963.60</u> |
| Foreman | 8.00 hours x 7.26 /hour | /hour | = | <u>58.08</u> |
| Gen Fore | _____ hours x 7.79 /hour | /hour | = | _____ |
| PM | 4.00 hours x _____ /hour | /hour | = | _____ |
| | | | | Total (D) \$ <u>1,021.68</u> |
| D. Equipment Rental (attach itemized quotes / invoices) | | | | Total (D) \$ _____ |
| E. Administrative and Processing fees | | | | Total (E) \$ _____ |
| F. Trucking (attach itemized supporting documentation) | | | | Total (F) \$ _____ |
| G. Material (attach itemized supporting documentation) | | | | Total (G) \$ <u>5,874.70</u> |
| Sub Total | | | | \$ <u>14,966.84</u> |
| H. Contractor Overhead and Profit GC 7.7.2.10 | x 15.00% | | | Total (H) \$ <u>2,245.03</u> |
| I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1 | | | | Total (I) \$ <u>15,464.80</u> |
| J. Subcontractor Tier Markup | x 5.00% | | | Total (J) \$ <u>773.24</u> |
| K. Miscellaneous - GC 7.7.2.12 | | | | Total (K) \$ _____ |
| 1. Premium portion (labor and fringes) only for approved overtime | | | | |
| - attach itemized supporting documentation ² | | | | |
| Grand Total (Sub Total + H + I + J + K) | | | | \$ <u>33,449.91</u> |

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates
 2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 267

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-12

Established 1952

COSNER DRIVE LIFT STATION REPLACEMENT MATERIAL COMPILATION

| | |
|--------------|-------------|
| FROM TAKEOFF | \$ 2,050.28 |
| Siemens | \$ 687.00 |
| Kendall | \$ 3,137.42 |

NET MATERIAL TOTAL \$ 5,874.70

| | Description | Quantity | Unit | Total Material | Labor | Unit | Total Hours |
|----|--|----------|------|----------------|--------|------|-------------|
| 1 | W29 | 0E | | 0.00 | 0.00E | | 0.00 |
| 2 | W16A | 1E | | 0.00 | 1.25E | | 1.25 |
| 3 | S11 | 0E | | 0.00 | 0.00E | | 0.00 |
| 4 | S25 | 1E | | 0.00 | 0.44E | | 0.44 |
| 5 | X15 | -1E | | -0.00 | 0.69E | | -0.69 |
| 6 | X28 | 1E | | 0.00 | 0.69E | | 0.69 |
| 7 | PANEL EBA | 1E | | 0.00 | 3.75E | | 3.75 |
| 8 | 3/4" CONDUIT - EMT | 496C | | 297.60 | 4.40C | | 21.82 |
| 9 | 1 1/2" CONDUIT - EMT | 15C | | 29.68 | 8.00C | | 1.20 |
| 10 | 1 1/2" ELBOW 90 DEG - EMT | 2C | | 11.13 | 50.00C | | 1.00 |
| 11 | 3/4" CONN SS STL - EMT | 38C | | 7.35 | 12.50C | | 4.75 |
| 12 | 3/4" COUPLING SS STL - EMT | 66C | | 15.69 | 0.00C | | 0.00 |
| 13 | 1 1/2" COUPLING COMP STL - EMT | 4C | | 44.61 | 0.00C | | 0.00 |
| 14 | 1 1/2" CONN COMP STL INSUL - EMT | 2C | | 26.63 | 25.00C | | 0.50 |
| 15 | 3/4" ELBOW 90 DEG - RMC - GALV | 28C | | 119.01 | 10.00C | | 2.80 |
| 16 | 1 1/2" TYPE I B STD CONDUIT BODY W/ CVR & GSKT - RMC - | 2E | | 63.44 | 1.31E | | 2.62 |
| 17 | 3/4" LOCKNUT - STEEL | 2C | | 0.17 | 2.88C | | 0.06 |
| 18 | 1 1/2" BUSHING - PLASTIC | 2C | | 1.02 | 5.20C | | 0.10 |
| 19 | 3/4" 1-H STRAP - EMT - STEEL | 35C | | 5.77 | 6.75C | | 2.36 |
| 20 | 1 1/2" EMT & 1 1/4" RMC / IMC SPRING STL CLAMP W/ BOLT | 2C | | 0.98 | 10.88C | | 0.22 |
| 21 | 3/4" CONDUIT - PVC 40 | 1,325C | | 237.04 | 4.41C | | 58.43 |
| 22 | 3/4" COUPLING - PVC | 26C | | 2.32 | 0.00C | | 0.00 |
| 23 | 3/4" ADAPTER MALE - PVC | 2C | | 0.34 | 12.50C | | 0.25 |
| 24 | 3/4" ADAPTER FEM - PVC | 2C | | 0.36 | 12.50C | | 0.25 |
| 25 | #12 THHN BLACK | 618M | | 63.60 | 5.50M | | 3.40 |
| 26 | #10 THHN BLACK | 495M | | 77.92 | 6.00M | | 2.97 |
| 27 | #8 THHN BLACK | 30M | | 7.79 | 6.25M | | 0.19 |
| 28 | #2 THHN BLACK | 120M | | 113.48 | 10.00M | | 1.20 |
| 29 | #12 ZC CABLE MC - STL ARMOR | 0M | | 0.00 | 0.00M | | 0.00 |
| 30 | #18 - 1P F/A CABLE 105 DEG | 80M | | 28.00 | 6.75M | | 0.54 |
| 31 | #18/4C CTRL INST CABLE | 300M | | 45.00 | 12.00M | | 3.60 |
| 32 | #14/5C CTRL - AUDIO CABLE | 300M | | 120.00 | 22.00M | | 6.60 |
| 33 | 3/8" CONN AC-90 / MC DC SS | 0C | | 0.00 | 0.00C | | 0.00 |
| 34 | WIRE CONN YEL | 12C | | 1.45 | 6.25C | | 0.75 |
| 35 | WIRE CONN RED | 6C | | 0.97 | 7.50C | | 0.45 |
| 36 | CONDUIT MEASURING TAPE | 1,735M | | 58.49 | 3.75M | | 6.51 |

| | Description | Quantity | Unit | Total Material | Labor | Unit | Total Hours |
|----|--|----------|------|----------------|--------|------|-------------|
| 37 | 4x 1 1/2" SQ BOX COMB KO | 4C | | 2.28 | 28.75C | | 1.15 |
| 38 | 4x2 1/8" SQ BOX COMB KO | 2C | | 1.69 | 28.75C | | 0.57 |
| 39 | 4" SQ BLANK COVER | 5C | | 1.28 | 3.13C | | 0.16 |
| 40 | 1GMSNRY BOX 3 1/2" DEEP | 15C | | 512.57 | 43.75C | | 6.56 |
| 41 | 2GMSNRY BOX 3 1/2" DEEP | 1C | | 4.33 | 43.75C | | 0.44 |
| 42 | 1G 2"D DC ALUM BOX W/ LUGS & 3x 3/4" HUBS GRV | 1E | | 3.30 | 0.44E | | 0.44 |
| 43 | 1G VERT MNT STD DEPTH WP DUP OR DECOR CVR GRV | 1E | | 2.26 | 0.09E | | 0.09 |
| 44 | GROUND SCREW W/ INSUL #12 LEAD | 3C | | 0.77 | 3.75C | | 0.11 |
| 45 | 1 5/8x 1 5/8x 14G STRUT GALV | 4C | | 5.30 | 10.00C | | 0.40 |
| 46 | 1/4-20x1 5/8x 13/16 SPRING NUT | 4C | | 7.60 | 4.00C | | 0.16 |
| 47 | 1/4-20x 1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH | 0C | | 0.00 | 0.00C | | 0.00 |
| 48 | #8 TO #10x 7/8 PLAS ANCHOR (3/16) | 49C | | 1.41 | 7.50C | | 3.67 |
| 49 | 1/4-20 MACHINE SCREW ANCHOR | 6C | | 1.11 | 10.00C | | 0.60 |
| 50 | 1/4" THREADED ROD - PLTD | 5C | | 1.92 | 3.13C | | 0.16 |
| 51 | 1 1/2"x#11 S-HOOKS | 0C | | 0.00 | 0.00C | | 0.00 |
| 52 | #12 SINGLE JACK CHAIN | 0M | | 0.00 | 0.00M | | 0.00 |
| 53 | 1/4-20x 1 HEX HEAD BOLT - PLTD STL | 0C | | 0.00 | 0.00C | | 0.00 |
| 54 | 1/4-20 HEX NUT - PLTD STL | 3C | | 0.07 | 2.00C | | 0.06 |
| 55 | 1/4" FLAT WASHER - PLTD STL | 0C | | 0.00 | 0.00C | | 0.00 |
| 56 | 1/4" LOCK WASHER - PLTD STL | 0C | | 0.00 | 0.00C | | 0.00 |
| 57 | 1/4x 1 1/4 FENDER WASHER - PLTD STL | 8C | | 0.48 | 1.00C | | 0.08 |
| 58 | 1/4-20x 1 1/4 P/H SLOT P/H LIPS MACHINE SCREW | 8C | | 0.60 | 4.50C | | 0.36 |
| 59 | #10x 1 P/H SELF-TAP SCREW | 49C | | 1.79 | 3.75C | | 1.84 |
| 60 | ANGLE BRKT W/ 1/4" HOLE | 0C | | 0.00 | 0.00C | | 0.00 |
| 61 | TOP MNT FLUOR FIXTURE HNGR | 0C | | 0.00 | 0.00C | | 0.00 |
| 62 | 1G UNV WP-IN-USE PLATE - DEVICE MNT VERT/HORZ-CLEA | 1C | | 21.60 | 7.50C | | 0.07 |
| 63 | 20A 125V DUP REC - GFCI IVY (SG) | 1C | | 53.00 | 31.25C | | 0.31 |
| 64 | F/A DETECTOR - IONIZATION SMOKE - ADDRESSABLE | 1E | | 0.00 | 0.63E | | 0.63 |
| 65 | F/A DETECTOR BASE LOW PROFILE - ADDRESSABLE | 1E | | 0.00 | 0.50E | | 0.50 |
| 66 | DOOR HOLDER - 120V - F/A CONNECTION | 1E | | 0.00 | 1.75E | | 1.75 |
| 67 | CONTROL MODULE MULTIPLEX | 1E | | 0.00 | 0.88E | | 0.88 |
| 68 | F/A VERIFICATION - PER INTATTING DEVICE | 1E | | 0.00 | 0.30E | | 0.30 |
| 69 | F/A VERIFICATION - PER ANCLLARY POINT | 2E | | 0.00 | 0.13E | | 0.26 |
| 70 | #12 WIRE POWER TERM | 9E | | 3.15 | 0.11E | | 0.99 |
| 71 | #8 WIRE POWER TERM | 2E | | 0.70 | 0.18E | | 0.36 |
| 72 | #2 WIRE POWER TERM | 8E | | 43.20 | 0.31E | | 2.48 |

| Description | Quantity | Unit | Total Material | Labor | Unit | Total Hours |
|-------------------------------|----------|------|----------------|-------|------|-------------|
| 73 3" DIAM CORE 6" THICK WALL | 1E | E | 0.00 | 0.50E | E | 0.50 |
| Totals | 5,945 | | 2,050.28 | | | 153.90 |



KENDALL ELECTRIC™

KENDALL ELECTRIC
11310 MOSTELLER ROAD
CINCINNATI, OHIO 45241

CUSTOMER

LAKE ERIE

JOB NAME

WARREN COUNT JAIL

DATE

9/20/2019

CHANGE

BULLETIN 1

| ADD/DEDUCT | QUANTITY | TYPE | TOTAL | |
|------------|----------|---|-----------|-------------|
| | 0 | TYPE W29 - NO CHANGE (DELETE ONE FROM E104, ADD 1 FROM E105) | \$ - | \$ - |
| | 0 | TYPE S11 - NO CHANGE (ADD ONE FROM E104, DELETE 1 FROM E105) | \$ - | \$ - |
| ADD | 1 | TYPE W16A (FROM E105) | \$ 555.55 | \$ 555.55 |
| ADD | 1 | TYPE S25 (FROM E105) | \$ 659.34 | \$ 659.34 |
| DEDUCT | -3 | TYPE X15 (FROM E109) | \$ 150.00 | \$ (450.00) |
| ADD | 3 | TYPE X28 (FROM 109) | \$ 157.51 | \$ 472.53 |
| | | | | \$ 1,237.42 |

ZACH DUNCAN

SIEMENS

Siemens Industry, Inc., Building
1310 Kemper Meadow Drive, Suite A, Ohio 45240

LAKE ERIE ELECTRIC INC
360 INDUSTRIAL DR
FRANKLIN, OH 45005
Sean Mondello

Name James Kohus
Department Fire Safety Solutions

Telephone 513-742-5590
Mobile 513-304-4386
E-Mail James.kohus@siemens.com

Date 9/24/19

Proposal

Warren Co Jail
Bulletin 1

Proposal No. 114cadce-d7f4-4147-bf2f-7d3e4cb06cac

Pricing (Detailed Scope on following pages)

Includes New Construction Use Tax: No

Includes Sales Tax: No

Initial to Accept: _____

Base Bid according to Plans & Specifications: \$687.00

Remarks

If supplying tax certificate, please enter number: _____

This proposal does not include installation, installation material, or any labor unless specified. Payment Terms are Net 30. The Terms and Conditions of Sale shown on the attached are a part hereof. **Per project aggregate general liability insurance is excluded.** Prices quoted are firm for 30 days.

Proposed

Accepted

I have read the attached Terms & Conditions of Sale, understand them fully, and agree to abide by them. I understand that payment is due upon receipt of invoice.

Company Name: Siemens Industry, Inc.

Company Name: LAKE ERIE ELECTRIC INC

By (Signed): JAMES KOHUS

By (Signed): _____

Name: James Kohus

Name: _____

Title: Engineering Specialist II

Title: _____

Date: 9/24/19

Date: _____

Siemens Industry, Inc.
Building Technologies Division
North America Headquarters

1000 Deerfield Parkway
Buffalo Grove, IL 60089
United States

Tel.: +1 (847) 215-1000
www.usa.siemens.com/buildingtechnologie

Detailed Scope (Base Proposal)

Provide smoke detector with relay and mag door holder per changes on page E303

Equipment (Base Proposal)

- 1 – FDOOT441 – smoke detector
- 1 – XTRI-R – relay
- 1 – SDH-3A – door holder

Clarifications (Base Proposal)

Inclusions (Base Proposal)

Devices, programming, testing and drawings

Exclusions (Base Proposal)

Installation is by others

General Notes (Applies to all scopes)

Additional Exclusions

N/A



Ted Brock
9928 Windisch Road
West Chester, Ohio 45069
Phone: 513-770-5704
Email: Ted.Brock@se.com

CO#2 Quotation

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 2

Project Name: Warren County Jail and Sheriff's A

Project Sub-Name:

Project Location: CINCINNATI, OH

Quote Name: BULLETIN 01 CHANGES

Through Addenda Number: 1

Bid Date: 1/1/1901

Consultant / Specifier: SE ADV DEFAULT CUSTOMER

Contractor / Installer: LAKE ERIE ELECTRIC INC

Sales Representative: DAVID LOVITZ

Conditions of Sale

This Quotation is subject to Schneider Electric USA, Inc.'s published Conditions of Sale.

Payment Terms: STANDARD

Billing Type(s):

Currency: US DOLLARS

Quote Markings

Warren County Jail

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 2

Project Name: Warren County Jail and Sheriff's A

Quote Name: BULLETIN 01 CHANGES

| Item No. | Qty. | Catalog Number / Details |
|----------|------|--|
| 051-00 | 1 | <p>Designation: PNL 7C NF MB Panel (INTERIOR) NF Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 25kA Fully Rated Single Main: 250AS/100AT/3P JG Circuit Breaker 80% Rated Main Trip Function: LI Main Trip Unit: Standard Trip Unit Main Acc: Feed Thru Lugs Incoming Conductors: 1 - #4 - 4/0 AWG Bus: 250A Rated Copper: Silver/Tin Plated CU Ground Bar 42 Circuit Interior Type 1, Box: 68H x 20W x 5.75D Incoming: Top Trim: Surface with Door Box Cat No: MH68BE Front Cat No: NC68S Ref. Drawing: PBA553</p> <p>Feeders: 9 - 15A/3P EGB 13 - 20A/1P EGB Prepared Space 2 - 30A/1P EGB</p> <p>Optional Features: Standard Panel (Box Ahead), Blank Endwalls, Copper Solid Neutral, Seismic Qualification - IBC/ASCE7/CBC/NBCC, Copper Ground Bar Branch User Placement</p> <p>Standard Nameplate: Engraved as Follows Line 1: PNL 7C Size: 3.50" Wide x 1.00" High (Std) Color: Black Surface / White Letters Plastic/Adhesive - Screw-on</p> <p>Estimated days to ship excluding transit: 14 working days after customer release to manufacture. See Conditions of Sale.</p> |
| 081-00 | 1 | <p>Designation: PNL EB NQ MB Panel (INTERIOR) NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 22kA Fully Rated Single Main: 400AS/200AT/3P LD Circuit Breaker 80% Rated Main Trip Function: LI Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - (2) 2/0 - 500 kcmil Bus: 400A Rated Copper: Silver/Tin Plated CU Ground Bar 54 Circuit Interior Type 1, Box: 92H x 20W x 8.75D Incoming: Top Trim: Surface with Door Box Cat No: MH92D9 Front Cat No: NC92VSHR Ref. Drawing: PBA713A</p> <p>Feeders: 2 - 20A/3P QOB-VH 2 - 15A/3P QOB-VH 1 - 15A/2P QOB-VH 29 - 20A/1P QOB-VH 4 - 20A/1P QOB-VH HPL</p> |

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 2

Project Name: Warren County Jail and Sheriffs A

Quote Name: BULLETIN 01 CHANGES

| Item No. | Qty. | Catalog Number / Details |
|----------|------|--|
| | | 6 - 15A/1P QOB-VH 1 - 20A/1P QOB-VH-GFI 1 - Sub-Feed One: 100A/3P JD STD LI 80% 1 - Sub-Feed Two: 100A/3P HJ Optional Features: Standard Panel (Box Ahead),Copper Solid Neutral,Seismic Qualification - IBC/ASCE7/CBC/NBCC,Copper Ground Bar Branch User Placement Standard Nameplate: Engraved as Follows Line 1: PNL EB Size: 3.50" Wide x 1.00" High (Std) Color: Black Surface / White Letters Plastic/Adhesive - Screw-on |
| | | Estimated days to ship excluding transit: 15 working days after customer release to manufacture. See Conditions of Sale. |
| 175-00 | 1 | Designation: PNL EBA NQ MB Panel (INTERIOR) NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 22kA Fully Rated Single Main: 250AS/100AT/3P JD Circuit Breaker 80% Rated Main Trip Function: LI Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - #4 - 4/0 AWG Bus: 225A Rated Copper: Silver/TIn Plated CU Ground Bar 30 Circuit Interior Type 1,Box: 44H x 20W x 5.75D Incoming: Top Trim: Surface with Door Box Cat No: MH44BE Front Cat No: NC44S Ref. Drawing: PBA707A Feeders: 1 - 15A/2P QOB-VH 25 - 20A/1P QOB-VH 1 - 20A/1P QOB-VH HPL 2 - 15A/1P QOB-VH Optional Features: Standard Panel (Box Ahead),Blank Endwalls,Copper Solid Neutral,Seismic Qualification - IBC/ASCE7/CBC/NBCC,Copper Ground Bar Branch User Placement Standard Nameplate: Engraved as Follows Line 1: PNL EBA Size: 3.50" Wide x 1.00" High (Std) Color: Black Surface / White Letters Plastic/Adhesive - Screw-on |
| | | Estimated days to ship excluding transit: 14 working days after customer release to manufacture. See Conditions of Sale. |

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 2

Project Name: Warren County Jail and Sheriff's A

Quote Name: BULLETIN 01 CHANGES

| Item No. | Qty. | Catalog Number / Details |
|----------|------|--------------------------|
|----------|------|--------------------------|

| | |
|-----------------------------|-------------------|
| Change to Total Authorized: | \$1,900.00 |
| Change to Warranty: | 0.00 |
| Change to FOB: | 0.00 |
| Change to Order Value: | \$1,900.00 |



11310 Mosteller Road
Cincinnati, Ohio 45241

Dale Hoyt
Construction Sales
Quotations Department

Direct: 513-587-8420
Fax: 513-326-7151
dale.hoyt@kendallectric.com

Presented By:



Warren County Jail - Bulletin -1 - 55693

Structured Technology
 2611 Crescent Springs Rd.
 Crescent Springs KY 41017
 859-727-6320

SCOPE OF WORK

Warren County Jail
 Bulletin -1

28 13 00 Access Control System – Bulletin -1 - for Doors

Provide and install cabling to Add (30) proximity readers as described in Bulletin -1.
 Door's included in this pricing - C9-06A, A9-23, A9-06A. A9-23, A2-20, A3-06, A5-06, B1-07, B2-11, B4-02, B5-07, C1-07, C3-07, C5-11, C8-07, C9-06, C9-08.
 Installation of division 11 DSC contractor provided card readers, proximity readers, release buttons & Door position switches in field.
 Provide and install cabling for Detention System door locks.
 Installation of division 11 DSC contractor provided door locks in field.
 Cable terminations only, locks are pre fab installed in door hardware prior to site delivery)
 Head end equipment programming not included.

28 51 23 Audio Communication System– Bulletin -1- Intercom Stations

Provide and install cabling for(4) Additional intercom stations.
 Installation of division 11 DSC contractor provided intercom stations speakers in field only.
 Head end equipment programming not included.

28 23 00 IP Video Communications System– Bulletin -1

Provide and install cat 6 cabling for (1) additional camera location & installation of (1) division 11 DSC contractor provided cameras in field.
 Head end equipment programming not included.

Unassigned

Total:

\$15,464.80

Project Subtotal:

\$15,464.80

Project Summary

Total Installation Price: \$15,464.80

Grand Total: \$15,464.80

Jason Kaminski

From: Colin Eacret <colin@paulyjail.com>
Sent: Monday, November 25, 2019 5:13 PM
To: Jason Kaminski
Subject: Warren County Bulletin Breakouts

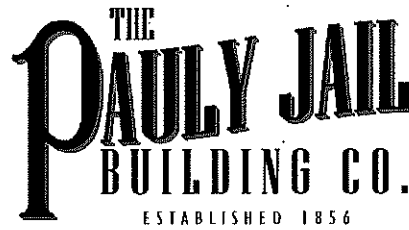
| | Pauly | Total | |
|------------------------------------|----------|-----------|-------------------------------|
| Bulletin #1 Breakouts (accurate) | | | |
| Submittal Meeting = \$56,400 | 28,200 | 59,220.00 | CMR contingency |
| Adds to Bulletin #1 = \$30,442 | 1,522.00 | 31,964.00 | + 6,297 + 6070.00 = 44,322.00 |
| | | | Owning Cont. |
| Bulletin #2 Breakouts (accurate) | | | |
| Submittal Meeting = (\$39,300) | (1,965) | (41,266) | - CMR contingency |
| Deducts to Bulletin #2 = (\$1,701) | (1,895) | (1,786) | - owner contingency |

Colin Eacret
 Project Manager
 Pauly Jail Building Company, Inc.
 17515 Bataan Court
 Noblesville, IN 46062
 (317)797-2678 Cell



Warren County Jail & Sheriff's Admin. Office
Bulletin #1

Date: 11/25/2019
To: Megen Construction
Co: Jason Kaminski
Fax: via email
Pgs: 9
Re: Bulletin #1



Please find the following summary of changes to the contract for this project: Changes per Bulletin #1. **Please see accompanying quote from Accurate Controls, Inc. for a detailed breakdown of pricing and scope of work including specific inclusions and exceptions**

| | |
|---|--------------|
| Subcontractor | \$ 86,842.25 |
| Subcontractor Mark-up | \$ 4,342.11 |
| Subtotal (Subcontractor Portion) | \$ 91,184.36 |
| Net Material Cost | \$ 6,287.00 |
| Tax (on Material) | \$ - |
| Subtotal (Subcontractor & Material) | \$ 97,471.36 |
| Labor & General Conditions | \$ 4,458.53 |
| Overhead/Profit | \$ 1,611.83 |
| Bond | \$ - |
| Total Requested Change Order - ADD Amount | \$ 103,542 |

Notice - Pauly Jail Building Co. respectfully declines to proceed with material procurement and or installations without receipt of change order or change directive per contract documents. Please note: Pricing is valid for 30 days.

Thank you,

Main Office
Pauly Jail Building Co., Inc.
17515 Bataan Court
Noblesville, IN 46062
PH: 317-580-0833
FX: 317-705-2093

Missouri Office
Pauly Jail Building Co., Inc.
1530 S. Big Bend Blvd, 1st Fl
St. Louis, MO 63117
PH: 614-240-5655
FX: 314-240-5567

Missouri Office #2
Pauly Jail Building Co., Inc.
500 Huber Park Ct, Suite 206
Weldon Springs, MO 63304
PH: 636-329-8036
FX: 636-329-8056

Where EXCELLENCE in Jail Building is the TRADITION



CHANGE ORDER PROPOSAL

Project: Warren County Jail & Sheriff's Admin. Office
PJBC#: 554 **PR#** Bulletin #1 REV

Date: 11/25/2019

| SUMMARY OF DETAILED BREAKDOWN | ADDITIONS | DELETIONS | NET TOTAL |
|---|--------------|-----------|----------------------|
| A. MATERIAL (Including Taxes) | \$ 6,287.00 | \$ - | \$ 6,287.00 |
| B. LABOR | \$ 1,250.73 | \$ - | \$ 1,250.73 |
| C. OTHER COSTS | \$ 3,207.80 | \$ - | \$ 3,207.80 |
| D. SUBCONTRACTOR COSTS (Including Markup) | \$ 91,184.36 | \$ - | \$ 91,184.36 |
| E. NET TOTAL (A+B+C) | | | \$ 10,745.53 |
| F. OVERHEAD & PROFIT | | | \$ 1,611.83 |
| G. BOND | | | \$ - |
| TOTAL PROPOSAL | | | \$ 103,541.73 |

| CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS | | PROPOSAL |
|---|---------------------------|---------------------|
| SUBCONTRACTOR: | CONTRACT WORK DESCRIPTION | |
| Accurate Controls | See attached quote | \$ 86,842.25 |
| | | \$ - |
| | | \$ - |
| H. SUBTOTAL OF ALL WORK PERFORMED BY SUBCONTRACTORS | | \$ 86,842.25 |
| I. CONTRACTOR'S MARK-UP | | \$ 4,342.11 |
| MARKUP COST | | \$ 91,184.36 |

| MATERIALS/ADD | | | |
|------------------------------|-------------|----------------|--------------------|
| Titan Steel Door | \$ 3,787.00 | ROUGH MAT./ADD | \$ 6,287.00 |
| RR Brink & Builders Hardware | \$ 2,500.00 | | |
| | \$ - | | |
| | \$ - | SALES TAX | \$ - |
| | \$ - | | |
| MATERIAL COST | | | \$ 6,287.00 |

| MATERIALS/DELETE | | | |
|----------------------|------|-------------------|-------------|
| | \$ - | ROUGH MAT./DELETE | \$ - |
| | \$ - | SALES TAX | \$ - |
| | \$ - | | |
| MATERIAL COST | | | \$ - |

| LABOR | | | | RATE | TOTAL |
|---|---------------|-----------------|-----|-------------|--------------------|
| Trade | <u>Labor</u> | Journeyman | 6.5 | x \$ 86.48 | \$ 562.12 |
| | | Foreman | 6.5 | x \$ 105.94 | \$ 688.61 |
| Add 13 hours to swing doors and install locks | | Superintendent | 0 | x | \$ - |
| | | Project Manager | 0 | x | \$ - |
| Trade | <u>Travel</u> | Foreman | 0 | x \$ - | \$ - |
| | | Superintendent | 0 | x \$ - | \$ - |
| | | Project Manager | 0 | x \$ - | \$ - |
| LABOR COST | | | | | \$ 1,250.73 |

| Wage Breakdown | | | | |
|----------------|------------|---------|----------------|-------|
| | Journeyman | Foreman | Superintendent | Other |
| Tax/Wages | 0.00 | 0.00 | 0.00 | |
| Benefits | 0.00 | 0.00 | 0.00 | |
| Payroll Taxes | 0.00 | 0.00 | 0.00 | |
| Workers Comp | 0.00 | 0.00 | 0.00 | |

| GENERAL CONDITIONS | AMOUNT | OTHER COSTS | AMOUNT |
|-------------------------------|-----------|--------------------|-------------|
| 1. MISC COST (Vehicle/Travel) | \$ 26.18 | | |
| 2. GEN. LIA. INS./INST FLTR | \$ 104.30 | 6. COORD/JOB INC'L | \$ 2,961.66 |
| 3. GEN. LIA. | \$ 44.15 | 7. PER DIEM | \$ 71.50 |
| 4. EQUIPMENT | \$ - | G/C COST | |
| | | \$ 3,207.80 | |

CONTRACT: _____

CONTRACTOR: _____ (PRINT)

_____ (SIGNATURE)

TITLE: _____

DATE: _____



ACCURATE CONTROLS, INC.

326 BLACKBURN ST. - RIPON, WISCONSIN - 54971

PHONE: 920-748-6603 FAX: 920-748-9397

November 21, 2019

Description: Bulletin #1 pricing Revised

E301

E2-22 Add PB to release door E9-17

E9-21 Add Control and card reader

E302

Remove 6 microphones in booking/intake

D9-17 Remove microphone and replace with duress button

D9-18 Remove microphone and replace with duress button

D3-01A add card readers both sides

D3-01B add card readers both sides

E303

A9-04A add card readers both sides

A9-04B add card readers both sides

A9-06A add card readers both sides

A9-23 add card readers both sides

E304

B9-07A Add card reader both sides

B9-07C Add card reader both sides

B9-04A add card readers both sides

B9-04B add card readers both sides

E305

C9-04A Add card reader both sides

C9-04B Add card reader both sides

C9-05 Add card reader both sides

C9-09 Add card reader both sides

E305A

C3-03 Add Control

C3-04 Add Control

C3-03 Add intercoms both sides

C3-04 Add intercoms both sides

C3-08 Add 360 Degree Camera

E306

F1-02B add intercom to hinge side

E307

A2-20A Add card readers both sides
A2-20B Add card readers both sides
A3-05 Add card readers both sides
A3-06 Add card readers both sides
A5-05 Add card readers both sides
A5-06 Add card readers both sides

E308

B1-07A Add card readers both sides
B1-07B Add card readers both sides
B2-11A Add card readers both sides
B2-11B Add card readers both sides
B4-02A Add card readers both sides
B4-02B Add card readers both sides
B5-06 Add card readers both sides
B6-11 Add card readers both sides

E309

C1-07A Add card readers both sides
C1-07B Add card readers both sides
C3-06 Add card readers both sides
C3-07 Add card readers both sides
C5-11A Add card readers both sides
C5-11B Add card readers both sides
C5-01 Add card readers both sides
C7-01 Add card readers both sides
C9-06 Add card readers both sides
C8-07A Add card readers both sides
C8-07B Add card readers both sides

Exclusions:

Our quotation assumes that the following will be supplied by others:

- A complete raceway system for the entire security electronics system including wiring and cable trays.
- Equipment grounding system
- All 120/208/240VAC branch circuits including conduit/circuit breaker panels
- Door hardware and door position switches.
- Non-detention door hardware.
- All field device installation

Accurate Controls, Inc. shall guarantee our equipment to be free from defects for a minimum period of one year. We shall send replacements of defective equipment in a timely fashion after diagnosis by our technical assistance department and a purchase order is issued. If it is determined that the equipment replaced is determined to be defective, no invoice will be sent. Accurate Controls, Inc. does not warrant equipment,

which is damaged due to negligence, acts of god or vandalism; if the equipment is so damaged, an invoice for the purchase order will be sent.

Summary:

I trust that this gives you a good indication as to what Accurate Controls, Inc. will provide to you. If you have any questions, comments or suggestions, please feel free to call me at 920-748-6603 ext 262.

| Qty | Description | Rate | Ext |
|-------|-------------------------------|-------------|--------------------|
| 8.0 | Project Management | \$106.00 | \$848.00 |
| 44.0 | Engineering | \$118.00 | \$5,192.00 |
| 44.0 | Programming | \$118.00 | \$5,192.00 |
| 44.0 | Shop Labor | \$94.00 | \$4,136.00 |
| 48.0 | Field Tech Labor (head end) | \$94.00 | \$4,512.00 |
| 79.0 | Add Card Reader | \$234.00 | \$18,486.00 |
| 40.0 | two card reader control board | \$763.00 | \$30,520.00 |
| 5.0 | Add Card Reader Cabinet | \$842.00 | \$4,210.00 |
| 1.0 | Card Reader Controller | \$1,260.00 | \$1,260.00 |
| 5.0 | Add Intercom | \$65.00 | \$325.00 |
| 1.0 | Add 360 Degree Pelco Camera | \$1,021.00 | \$1,021.00 |
| -8.0 | Remove Microphone | \$210.00 | -\$1,680.00 |
| 1.0 | push button | \$42.00 | \$42.00 |
| 2.0 | Add Duress Buttons | \$91.00 | \$182.00 |
| 3.0 | Add Door control | \$150.00 | \$450.00 |
| 1.0 | Add OTB | \$357.00 | \$357.00 |
| 2.0 | Add Input card | \$231.00 | \$462.00 |
| 15% | Overhead & Profit | \$75,515.00 | \$11,327.25 |
| Total | | | \$86,842.25 |

Respectfully,

Bob Nelson

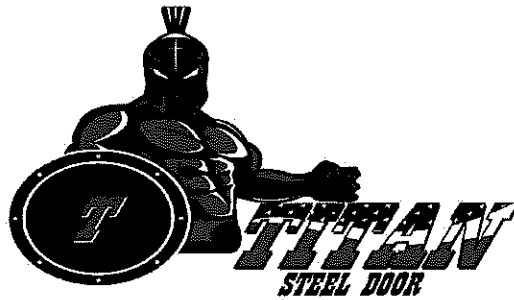
Bob Nelson

Project Manager

Accurate Controls, Inc.

bnelson@accuratecontrols.com

(920) 748-6603 ext 262



September 30, 2019

Proposal # 289-08

Pauly Jail Building Company, Inc.
17515 Bataan Court
Noblesville, IN 46062

Re: Warren County Jail & Sheriffs Administration Office
Lebanon, OH

Dear Colin Eacret,

We propose to furnish, FOB to the jobsite, the security hollow metal listed below, as outlined in section:

We quote in accordance with on screen provided and plans for Wachtel & McAnally Architects.

We include for your installation:

- 1 each 12 gauge 3 sided detention security hollow metal door frame
- 1 each 12 gauge A60 3 sided detention security hollow metal door frame
- 1 each 12 gauge detention security hollow metal door Flush
- 1 each 12 gauge A60 detention security hollow metal door Flush
- Per Bulletin 1

All for the sum of \$ 3,787.00

Our quotation is based on shipping the glass/glazing stops secured with temporary screws. The permanent screws will be shipped in bulk to the DEC.

Actual manufacturing lead times will be provided at the time materials are released for fabrication.

We agree to abide by a mutually agreed upon schedule, having our input into the start and duration times pertaining to our scope of work.

Included in the above security hollow metal quotation are the following:

- Food pass flaps w/ pulls & keepers when called for in the bid documents
- Integral flush pulls when called for in the bid documents
- Reinforcement for surface mounted hardware for field drilling and tapping by others, unless templates are provided. If templates are provided we will drill and tap the required mounting holes.
- Factory installed conduit from the electric lock pocket to the door position switch or Closer.
- Factory installed conduit from the lock pocket to either the top or bottom of special frames where sidelites restrict field access to the lock pocket and at door frames only where contract documents indicate the frame is to be post set.
- Factory fully caulked mud boxes at locks, strikes, door position switches, closers, silencers and etc. to protect from grout seepage (for a grout slump of 4" maximum).
- Prep for frame-mounted intercoms, card readers, push buttons or other electrical devices
- Factory installation of sliding door top plate and bottom angle (if supplied prior to door production).

Due to shipping limitations, the largest single frame section we can ship is 8'-6" x 14'-0". Any frame exceeding these dimensions will be shipped in multiple pieces for field splicing by others. If the customer is willing to pay for over-size permits larger pieces can be shipped. This must be worked out with project management during the submittal process.

Our quotations are based on shipping full truck loads. Additional costs for shipping partial loads must be approved in writing by the customer prior to shipping.

Where required please provide field dimensions in a timely manner as to allow sufficient fabrication time and to enable shipment of products along with the rest of the materials so as to not warrant additional shipping costs.

We do not include:

- **Sliding lockable windows**
- Allowances
- Spare parts
- Tools
- Receiving, unloading or installation
- Taxes
- Non-security hollow metal
- Hardware or the shop installation of the hardware
- Factory drilling and tapping for surface mounted hardware, unless templates are provided
- Food pass hinges, locks/latches or barrel bolts
- Expansion bolts
- Concrete anchors
- Bolts or fasteners for anchoring the equipment to the structure
- Door skirts at sliding doors
- Field dimensions
- Security grilles @ HVAC penetrations
- Embedded plates or bars unless noted above as being furnished
- Bituminastic coating
- Glass or glazing
- Material or labor for the touchup of shop primer or paint
- Finish paint
- Grout or grouting
- Caulk, caulking or sealants

- Furnishing or installation of electrical conduit except the internal requirements of our doors or frames
- Electrical wire or wiring
- Bond
- Removal or cleanup of the security hollow metal frame spreader bars
- Demolition
- Door controls/security electronics
- Security windows unless noted above as being furnished
- Visitation booth shelves/dividers unless noted above as being furnished
- Deal trays
- Package passes
- Transaction drawers
- Security furnishings or accessories unless noted above as being furnished

Any item not specifically called for in the above listed specification sections unless specifically listed above as being furnished.

Any item not specifically listed above as being furnished.

We quote net 10 days, no retainage allowed. We utilize sliding door devices, security furniture, security hollow metal, control cabinets and control consoles of standard Titan design when these items are listed above. A current tax exempt certificate must be furnished to our Accounting Department. Due to the unstable steel market, this price can only be held for 30 days from the date of this letter. Change of these criteria will change our price. See additional terms and conditions stated on the term and conditions page transmitted herewith.

Titan Steel Door, LLC

Phillip Loggins
General Manager
(678) 316-5230
ploggins@titansteeldoor.com

Colin Eacret

From: Nick Henry
Sent: Monday, September 30, 2019 4:52 PM
To: Colin Eacret
Subject: RE: Warren County Bulletin #1

Colin,
1 each Hardware Set #5 & #11

\$2,500.00
13 Hours Labor

Nick Henry
Pauly Jail Bldg. Co.
500 Huber Park Ct. Suite 206
Weldon Spring, MO 63304
636-329-8036, Fax 636-329-8056
nick@paulyjail.com

From: Colin Eacret
Sent: Monday, September 30, 2019 2:34 PM
To: Nick Henry <Nick@paulyjail.com>
Subject: Warren County Bulletin #1

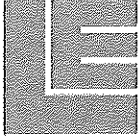
Nick-

As part of bulletin #1, please price two hardware sets for a vestibule added in Area C. See attached plans.

Thanks,

Colin Eacret
Project Manager
Pauly Jail Building Company, Inc.
17515 Bataan Court
Noblesville, IN 46062
(317)797-2678 Cell





Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail
LEE Job Number: 1019-1016
PO Number: 10658
Warren County
Justice Dr.
Lebanon, OH

11/4/19

Project:
Warren County Jail - Bulletin #2

LEE CO No.: TBD
Re : Bulletin #2

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

| | |
|-------------|--------------------|
| LEE Cost: | \$12,133.25 |
| <u>Bond</u> | |
| CO Net: | \$12,133.25 |

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,
Lake Erie Electric, Inc.

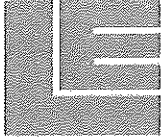
Sean M. Mondello
Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

| | |
|-----------------------------------|--|
| Project <u>Warren County Jail</u> | Contractor's |
| Name <u>Lebanon, OH</u> | Contract No. <u>1822-000121</u> |
| | Project No. _____ Phase Contr. No. _____ |
| County <u>Montgomery</u> | Change Order No. <u>Bulletin #2</u> for <u>Changes</u> |
| Subcontractor Name and Address | I.D. No. _____ Phase Contr. No. _____ |
| <u>LAKE ERIE ELECTRIC, INC.</u> | Type of Contract <u>ELECTRICAL</u> |
| <u>360 INDUSTRIAL DRIVE</u> | |
| <u>FRANKLIN, OH 45005</u> | |

| | | | |
|---|--|-------------------------------------|-------------------------------|
| A. Labor Summary (exclude fringes) - GC 7.7.2.2 | | Premium Portion ¹ | |
| Personnel Classification | Regular Rate | | |
| Journeyman <u>-29.00</u> hours x <u>30.00</u> /hour | | <u> </u> /hour | = <u>(870.00)</u> |
| Foreman <u> </u> hours x <u>33.00</u> /hour | | <u> </u> /hour | = <u> </u> |
| Gen Fore <u> </u> hours x <u>35.40</u> /hour | | <u> </u> /hour | = <u> </u> |
| PM <u>6.00</u> hours x <u>80.00</u> /hour | | <u> </u> /hour | = <u>480.00</u> |
| | | | Total (B) \$ <u>(390.00)</u> |
| B. Fringes - GC 7.7.2.3 | | | |
| Journeyman <u>-29.00</u> hours x <u>20.19</u> /hour | | <u> </u> /hour | = <u>(585.51)</u> |
| Foreman <u> </u> hours x <u>19.84</u> /hour | | <u> </u> /hour | = <u> </u> |
| Gen Fore <u> </u> hours x <u>19.96</u> /hour | | <u> </u> /hour | = <u> </u> |
| PM <u>6.00</u> hours x <u> </u> /hour | | <u> </u> /hour | = <u> </u> |
| | | | Total (C) \$ <u>(585.51)</u> |
| C. Allowable Payroll Expenses - GC 7.7.2.4 | | | |
| Journeyman <u>-29.00</u> hours x <u>6.60</u> /hour | | <u> </u> /hour | = <u>(191.40)</u> |
| Foreman <u> </u> hours x <u>7.26</u> /hour | | <u> </u> /hour | = <u> </u> |
| Gen Fore <u> </u> hours x <u>7.79</u> /hour | | <u> </u> /hour | = <u> </u> |
| PM <u>6.00</u> hours x <u> </u> /hour | | <u> </u> /hour | = <u> </u> |
| | | | Total (D) \$ <u>(191.40)</u> |
| D. Equipment Rental (attach itemized quotes / invoices) | | | Total (D) \$ <u> </u> |
| E. Administrative and Processing fees | | | Total (E) \$ <u> </u> |
| F. Trucking (attach itemized supporting documentation) | | | Total (F) \$ <u> </u> |
| G. Material (attach itemized supporting documentation) | | | Total (G) \$ <u>1,046.10</u> |
| | Sub Total | | \$ <u>(120.81)</u> |
| H. Contractor Overhead and Profit GC 7.7.2.10 | x 15.00% | | Total (H) \$ <u>(18.12)</u> |
| I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1 | | | Total (I) \$ <u>11,687.79</u> |
| J. Subcontractor Tier Markup | x 5.00% | | Total (J) \$ <u>584.39</u> |
| K. Miscellaneous - GC 7.7.2.12 | | | Total (K) \$ <u> </u> |
| 1. Premium portion (labor and fringes) only for approved overtime | | | |
| - attach itemized supporting documentation ² | | | |
| | Grand Total (Sub Total + H + I + J + K) | | \$ 12,133.25 |

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates
2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005

Phone: 937-743-1220

Fax: 937-743-

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

| | | | |
|----------------------------|--------|----|-------------|
| FROM TAKEOFF | | \$ | 308.00 |
| Kendall | | \$ | 738.10 |
| Structured Cabling Systems | | \$ | 23,916.75 |
| | Credit | \$ | (12,228.96) |

NET MATERIAL TOTAL \$ 12,733.89



KENDALL ELECTRIC
11310 MOSTELLER ROAD
CINCINNATI, OHIO 45241

CUSTOMER

LAKE ERIE

JOB NAME

WARREN COUNTY JAIL

DATE 10/28/2019

CHANGE

BULLETIN 2

| ADD/DEDUCT | QUANTITY | TYPE | TOTAL |
|------------|----------|--------------------------------------|---------------------|
| ADD | 1 | TYPE R19 | \$ 425.78 \$ 425.78 |
| ADD | 2 | CHANGE R10 TO S11 IN M3-02 AND M3-04 | \$ 156.16 \$ 312.32 |

\$ 738.10

ZACH DUNCAN

Presented By:



**Warren County Jail - Bulliten - 2 -
55726**

Structured Technology
2611 Crescent Springs Rd.
Crescent Springs KY 41017
859-727-6320

SCOPE OF WORK

Warren County Jail
Warren County Jail - Bulletin - 2 - 55726

Bulletin - 2

Sheet E303- Area A

Provide and install cabling to Add (24) Data location as per Sheet E303 bullet point C.
Bullet points A,B,D,& E -Noted-
Head end equipment programming not included.

Sheet E304 & 304A Area B

Provide and install cabling to Add (13) Data location as per Sheet E304 bullet points C.
Head end equipment programming not included.

Sheet E305 & 305A Area C

Provide and install cabling to Add (17) Data location as per Sheet E305 bullet points C.
Head end equipment programming not included.

Sheet E306- Area F

Provide and install cabling to Add (2) proximity readers as per Sheet E306 bullet point A.
Provide labor to install division 11 DSC contractor provided Proximity Readers in field described in bullet point A.
Provide and install cabling to Add (7) Data location as per Sheet E303 bullet points B-F.
Provide labor to install division 11 DSC contractor provided cameras in field described in bullet points D,E,& F.
Head end equipment programming not included.

Proposal includes credit to delete cost to provide and install the cabling for (64) proximity readers (32 from original bid scope & 32 from Bulletin-1) - \$12,228.96

| | | |
|--|---------------|---------------|
| Voice/Data Network | Total: | \$23,916.75 |
| Credit to Delete Cost for (64) Proximity Readers | Total: | (\$12,228.96) |
| Project Subtotal: | | \$11,687.79 |

Project Summary

| | |
|----------------------------------|--------------------|
| Total Installation Price: | \$11,687.79 |
| Grand Total: | \$11,687.79 |

| | Description | Quantity | Net Cost | Labor | Unit | Total Material | Total Hours | Unit |
|----|---|----------|----------|--------|------|----------------|-------------|------|
| 1 | R19 | 1 | 0.00 | 0.75E | | 0.00 | 0.75E | |
| 2 | R10 | -3 | 0.00 | 0.63E | | -0.00 | -1.89E | |
| 3 | S11 | 3 | 0.00 | 0.94E | | 0.00 | 2.82E | |
| 4 | 3/4" CONDUIT - EMT | 662 | 60.00 | 4.40C | | 397.20 | 29.13C | |
| 5 | 3/4" CONN SS STL - EMT | 4 | 19.33 | 12.50C | | 0.77 | 0.50C | |
| 6 | 3/4" COUPLING SS STL - EMT | 70 | 27.83 | 0.00C | | 19.48 | 0.00C | |
| 7 | 3/4" ELBOW 90 DEG - RMC - GALV | 4 | 425.03 | 10.00C | | 17.00 | 0.40C | |
| 8 | 1/2 OR 3/4" SNAP CLOSE CLIP - BTM MNT ON 1/4" FLNG HN | 2 | 113.55 | 10.25C | | 2.27 | 0.20C | |
| 9 | 1/2 OR 3/4" CONDUIT+BOX SUPPORT - BTM MNT ON 1/4" FL | 1 | 368.67 | 11.50C | | 3.69 | 0.12C | |
| 10 | 1/2" FLEX - ALUMINUM | 90 | 41.20 | 5.00C | | 37.08 | 4.50C | |
| 11 | 1/2" CONN FLEX DC SQUEEZE STRAIGHT | 6 | 43.09 | 12.50C | | 2.59 | 0.75C | |
| 12 | 3/4" CONDUIT - PVC40 | -380 | 17.89 | 4.41C | | -67.98 | -16.76C | |
| 13 | 3/4" ELBOW 90 DEG - PVC40 | -38 | 32.01 | 23.75C | | -12.16 | -9.03C | |
| 14 | 3/4" COUPLING - PVC | -2 | 8.94 | 0.00C | | -0.18 | -0.00C | |
| 15 | 3/4" ADAPTER MALE - PVC | -38 | 17.05 | 12.50C | | -6.48 | -4.75C | |
| 16 | #14 THHN BLACK | -80 | 68.20 | 4.50M | | -5.46 | -0.36M | |
| 17 | #12 THHN BLACK | 2,563 | 102.92 | 5.50M | | 263.78 | 14.10M | |
| 18 | #12 THHN GREEN | -629 | 102.92 | 6.44M | | -64.74 | -4.05M | |
| 19 | #12/2C CABLE MC - STL ARMOR | -9 | 721.00 | 19.75M | | -6.49 | -0.18M | |
| 20 | 3/8" CONN AC-90 / MC DC SS | -4 | 22.90 | 7.50C | | -0.92 | -0.30C | |
| 21 | WIRE CONN YEL | -4 | 12.06 | 6.25C | | -0.48 | -0.25C | |
| 22 | WIRE CONN RED | -71 | 16.21 | 7.50C | | -11.51 | -5.33C | |
| 23 | CONDUIT MEASURING TAPE | -6,430 | 31.26 | 3.75M | | -201.00 | -24.11M | |
| 24 | 4x 1 1/2" SQ BOX COMB KO | 1 | 57.05 | 28.75C | | 0.57 | 0.29C | |
| 25 | 4x 2 1/8" SQ BOX 3/4" KO | 7 | 96.80 | 28.75C | | 6.78 | 2.01C | |
| 26 | 4x 2 1/8" SQ BOX COMB KO | 4 | 84.62 | 28.75C | | 3.38 | 1.15C | |
| 27 | 4" SQ 1G PLSTR RING 1 1/4" RISE | 7 | 150.00 | 3.13C | | 10.50 | 0.22C | |
| 28 | 4" SQ BLANK COVER | 5 | 25.64 | 3.13C | | 1.28 | 0.16C | |
| 29 | 1G MSNRY BOX 3 1/2" DEEP | -103 | 342.00 | 43.75C | | -352.26 | -45.06C | |
| 30 | 2G MSNRY BOX 3 1/2" DEEP | 59 | 432.97 | 43.75C | | 255.45 | 25.81C | |
| 31 | GROUND SCREW W/ INSUL #12 LEAD | -39 | 25.64 | 3.75C | | -10.00 | -1.46C | |
| 32 | 1/4-20x 1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH | 6 | 50.00 | 10.00C | | 3.00 | 0.60C | |
| 33 | #8 TO #10x 7/8 PLAS ANCHOR (3/16) | 8 | 2.88 | 7.50C | | 0.23 | 0.60C | |

| | Description | Quantity | Net Cost | Labor | Unit | Total Material | Total Hours | Unit |
|----|--|----------|----------|--------|------|----------------|-------------|------|
| 34 | #10x 1 P/H SELF-TAP SCREW | 8 | 4.83 | 3.75C | | 0.39 | 0.30C | |
| 35 | #8x 1/2 WAFER HEAD SHEET MTL SCREW | 2 | 3.81 | 1.88C | | 0.08 | 0.04C | |
| 36 | CELLING CLIP W/ 27mm STD NAIL - STL/CONC | 4 | 0.50 | 11.25C | | 2.00 | 0.45E | |
| 37 | #3 BOOSTER .27 CALIBER - SHORT 10XMAG | 4 | 0.50 | 0.08C | | 2.00 | 0.00E | |
| 38 | #12 CEILING WIRE | 12 | 1.50 | 2.50C | | 18.00 | 0.30E | |
| 39 | F/A STROBE - WALL MNT | -1 | 0.00 | 0.63E | | -0.00 | -0.63E | |
| 40 | F/A VERIFICATION - PER SIGNALING DEVICE | -1 | 0.00 | 0.25E | | -0.00 | -0.25E | |
| | Totals | -4,299 | | | | 307.87 | -29.21 | |

Jason Kaminski

From: Colin Eacret <colin@paulyjail.com>
Sent: Monday, November 25, 2019 5:13 PM
To: Jason Kaminski
Subject: Warren County Bulletin Breakouts

Bulletin #1 Breakouts (accurate)
 Submittal Meeting = \$56,400
 Adds to Bulletin #1 = \$30,442

Pauly
 $\frac{29,20}{1,922.00}$

Total
 $\boxed{59,220.00}$ - CMR contingency
 $31,964.00 + 6,297 + 6070.00 =$

$\boxed{44,326.00}$ - Owner Cont.

Bulletin #2 Breakouts (accurate)
 Submittal Meeting = (\$39,300)
 Deducts to Bulletin #2 = (\$1,701)

(1,965)
 (49.05)

(41,266) - ~~CMR~~ ^{Owner} contingency
 (1,786.05) - owner contingency.

Colin Eacret
 Project Manager
 Pauly Jail Building Company, Inc.
 17515 Bataan Court
 Noblesville, IN 46062
 (317)797-2678 Cell



Warren County Jail & Sheriff's Admin. Office
Bulletin #2

Date: 11/21/2019
To: Megen Construction
Co: Jason Kaminski
Fax: via email
Pgs: 5
Re: Bulletin #2



Please find the following summary of changes to the contract for this project: Changes per Bulletin #2. **Please see accompanying quote from Accurate Controls, Inc. for a detailed breakdown of pricing and scope of work including specific inclusions and exceptions**

| | |
|--|----------------|
| Subcontractor | \$ (41,001.70) |
| Subcontractor Mark-up | \$ (2,050.09) |
| Subtotal (Subcontractor Portion) | \$ (43,051.79) |
| Net Material Cost | \$ - |
| Tax (on Material) | \$ - |
| Subtotal (Subcontractor & Material) | \$ (43,051.79) |
| Labor & General Conditions | \$ - |
| Overhead/Profit | \$ - |
| Bond | \$ - |
| Total Requested Change Order - DEDUCT Amount | \$ (43,052) |

Notice - Pauly Jail Building Co. respectfully declines to proceed with material procurement and or installations without receipt of change order or change directive per contract documents. Please note: Pricing is valid for 30 days.

Thank you,

Colin Eacret

Main Office
Pauly Jail Building Co., Inc.
17515 Bataan Court
Noblesville, IN 46062
PH: 317-580-0833
FX: 317-705-2093

Missouri Office
Pauly Jail Building Co., Inc.
1530 S. Big Bend Blvd, 1st Fl
St. Louis, MO 63117
PH: 614-240-5655
FX: 314-240-5567

Missouri Office #2
Pauly Jail Building Co., Inc.
500 Huber Park Ct, Suite 206
Weldon Springs, MO 63304
PH: 636-329-8036
FX: 636-329-8056

Where EXCELLENCE in Jail Building is the TRADITION



CHANGE ORDER PROPOSAL

Project: Warren County Jail & Sheriff's Admin. Office

Date: 11/21/2019

PJBC#: 554 **PR#** 006

SUMMARY OF DETAILED BREAKDOWN

| | ADDITIONS | DELETIONS | NET TOTAL |
|---|----------------|-----------|-----------------------|
| A. MATERIAL (Including Taxes) | \$ - | \$ - | \$ - |
| B. LABOR | \$ - | \$ - | \$ - |
| C. OTHER COSTS | \$ - | \$ - | \$ - |
| D. SUBCONTRACTOR COSTS (Including Markup) | \$ (43,051.79) | \$ - | \$ (43,051.79) |
| E. NET TOTAL (A+B+C) | | | \$ - |
| F. OVERHEAD & PROFIT | | | \$ - |
| G. BOND | | | \$ - |
| | | | TOTAL PROPOSAL |
| | | | \$ (43,051.79) |

CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

| SUBCONTRACTOR: | CONTRACT WORK DESCRIPTION | PROPOSAL |
|---|---------------------------|-----------------------|
| Accurate Controls | See attached quote | \$ (41,001.70) |
| | | \$ - |
| | | \$ - |
| H. SUBTOTAL OF ALL WORK PERFORMED BY SUBCONTRACTORS | | \$ (41,001.70) |
| I. CONTRACTOR'S MARK-UP | | \$ (2,050.09) |
| | | MARKUP COST |
| | | \$ (43,051.79) |

MATERIALS/ADD

| | | | |
|--|------|----------------|----------------------|
| | \$ - | ROUGH MAT./ADD | \$ - |
| | \$ - | | |
| | \$ - | | |
| | \$ - | SALES TAX | \$ - |
| | \$ - | | |
| | | | MATERIAL COST |
| | | | \$ - |

MATERIALS/DELETE

| | | | |
|--|------|-------------------|----------------------|
| | \$ - | ROUGH MAT./DELETE | \$ - |
| | \$ - | SALES TAX | \$ - |
| | \$ - | | |
| | | | MATERIAL COST |
| | | | \$ - |

LABOR

| | | | | RATE | TOTAL |
|-------|--------|-----------------|---|-------------|-------------------|
| Trade | Labor | Journeyman | 0 | x \$ 86.48 | \$ - |
| | | Foreman | 0 | x \$ 105.94 | \$ - |
| | | Superintendent | 0 | x | \$ - |
| | | Project Manager | 0 | x | \$ - |
| Trade | Travel | Foreman | 0 | x \$ - | \$ - |
| | | Superintendent | 0 | x \$ - | \$ - |
| | | Project Manager | 0 | x \$ - | \$ - |
| | | | | | LABOR COST |

Wage Breakdown

| | Journeyman | Foreman | Superintendent | Other |
|---------------|------------|---------|----------------|-------|
| Tax/Wages | 0.00 | 0.00 | 0.00 | |
| Benefits | 0.00 | 0.00 | 0.00 | |
| Payroll Taxes | 0.00 | 0.00 | 0.00 | |
| Workers Comp | 0.00 | 0.00 | 0.00 | |

GENERAL CONDITIONS

| | AMOUNT | OTHER COSTS | AMOUNT |
|-------------------------------|--------|-------------------|-----------------|
| 1. MISC COST (Vehicle/Travel) | \$ - | | |
| 2. GEN. LIA. INS./INST FLTR | \$ - | 6. COORD/JOB INCL | \$ - |
| 3. GEN. LIA. | \$ - | 7. PER DIEM | \$ - |
| 4. EQUIPMENT | \$ - | | |
| | | | G/C COST |
| | | | \$ - |

CONTRACT: _____

CONTRACTOR: _____
(PRINT)

(SIGNATURE)

TITLE: _____

DATE: _____



ACCURATE CONTROLS, INC.

326 BLACKBURN ST. - RIPON, WISCONSIN - 54971

PHONE: 920-748-6603 FAX: 920-748-9397

November 21, 2019

Description: Bulletin #2 pricing revised:

Watch tour credit was issued as a Bid Alternate that credit does not reflect on this pricing.
Note that Card Reader Controller was not credited back as we are over 65 total card readers on the job.
Each controller can only support 65 readers.

E302

Intake/Booking Add 2 inmate phones control relay in intake/booking

D4-08 Add Fixed camera

D4-09 Add Fixed camera

D3-13 Remove door control and card reader

D3-14 Remove door control and card reader

D3-16 Remove door control and card reader

D3-12 Add 2 Fixed camera

D9-14 Add card reader

D9-15 Add card reader

D9-16 Add card reader

D9-17 Add 2 card readers

D9-18 Add 2 card readers

D1-03 Add 360 degree camera

D1-04 Add 360 degree camera

D1-05 Add 360 degree camera

E303

A9-06A remove card readers both sides

A9-23 remove card readers both sides

A9-10 remove fixed camera and add a 360-degree camera

A9-11 remove fixed camera and add a 360-degree camera

A1-01 Add 2 additional inmate phones control relay

A2-01 Add 2 additional inmate phones control relay

A3-01 Add 2 additional inmate phones control relay

A4-01 Add 2 additional inmate phones control relay

A5-01 Add 2 additional inmate phones control relay

A6-01 Add 2 additional inmate phones control relay

Remove holding area toilet lighting controls (3)

E304 and 304A

B9-07C remove card reader both sides

B9-07A remove card reader both sides

B9-05 Remove fixed camera and add a 360-degree camera
B-12 Remove fixed camera and add a 360-degree camera
B1-01 Add 1 additional inmate phone control relay
B2-01 Add 2 additional inmate phones control relay
B4-01 Add 1 additional inmate phone control relay
B5-01 Add 2 additional inmate phones control relay
B5-01 Add 2 additional inmate phones control relay
B6-01 Add 1 additional inmate phone control relay
Remove holding area toilet lighting controls (5)

E305

C9-05 Remove card reader both sides
C9-09 Remove card reader both sides
C9-16 Remove fixed camera and add a 360-degree camera
C1-01 Add 1 additional inmate phone control relay
C2-01 Add 2 additional inmate phones control relay
C3-01 Add 2 additional inmate phones control relay
C8-01 Add 2 additional inmate phones control relay
Remove holding area toilet lighting controls (3)

E306

M1-01 Add 2 card readers
D9-06 Add card reader
M3-02 Add 1 inmate phone control relay
M3-04 Add 1 inmate phone control relay
F1-05 Add 180-degree camera
F1-02 Add fixed camera
F1-03 Add fixed camera
F1-04 Add fixed camera
M1-09 Add 360-degree camera

E307

Remove holding area toilet lighting controls (6)
A2-20A Remove card readers both sides
A2-20B Remove card readers both sides
A3-05 Remove card readers both sides
A3-06 Remove card readers both sides
A5-05 Remove card readers both sides
A5-06 Remove card readers both sides

E308

Remove holding area toilet lighting controls not picked up on E304A (1)
B1-07A Remove card readers both sides
B1-07B Remove card readers both sides
B2-11A Remove card readers both sides
B2-11B Remove card readers both sides

B4-02A Remove card readers both sides
 B4-02B Remove card readers both sides
 B5-06 Remove card readers both sides
 B6-11 Remove card readers both sides

E309

C5-01 Add 1 inmate phone control relay
 C7-01 Add 1 inmate phone control relay
 Remove holding area toilet lighting controls (3)
 C1-07A Remove card readers both sides
 C1-07B Remove card readers both sides
 C3-06 Remove card readers both sides
 C3-07 Remove card readers both sides n
 C5-11A Remove card readers both sides
 C5-11B Remove card readers both sides
 C5-01 Remove card readers both sides
 C7-01 Remove card readers both sides
 C9-06 Remove card readers both sides
 C8-07A Remove card readers both sides
 C8-07B Remove card readers both sides

| Qty | Description | Rate | Ext |
|--------------|--------------------------------------|--------------|---------------------|
| 4.0 | Project Management | \$106.00 | \$424.00 |
| -36.0 | Engineering | \$118.00 | -\$4,248.00 |
| -36.0 | Programming | \$118.00 | -\$4,248.00 |
| -32.0 | Field Tech Labor (head end) | \$94.00 | -\$3,008.00 |
| -21.0 | Remove lighting control | \$100.00 | -\$2,100.00 |
| -3.0 | Remove door control | \$150.00 | -\$450.00 |
| 10.0 | Add Card Reader | \$234.00 | \$2,340.00 |
| 5.0 | Add two card reader control board | \$763.00 | \$3,815.00 |
| -65.0 | Remove Card Reader | \$234.00 | -\$15,210.00 |
| -32.0 | Remove two card reader control board | \$763.00 | -\$24,416.00 |
| -1.0 | Remove OTB | \$357.00 | -\$357.00 |
| 9.0 | Add 360 Degree Pelco Camera | \$1,021.00 | \$9,189.00 |
| 7.0 | Add fixed camera | \$1,022.00 | \$7,154.00 |
| 1.0 | Add 180 degree camera | \$1,023.00 | \$1,023.00 |
| -5.0 | Remove Fixed Cameras | \$1,024.00 | -\$5,120.00 |
| 34.0 | Inmate phones relays | \$14.00 | \$476.00 |
| 5% | shipping | -\$21,106.00 | -\$1,055.30 |
| 15% | Overhead & Profit | -\$34,736.00 | -\$5,210.40 |
| Total | | | -\$41,001.70 |

Exclusions:

Our quotation assumes that the following will be supplied by others:

- Inmate Phones provided by the others. Relays for control by Accurate Controls.
- Field devices installed by others, Head end terminations by Accurate Controls.
- A complete raceway system for the entire security electronics system including wiring and cable trays.
- Equipment grounding system
- All 120/208/240VAC branch circuits including conduit/circuit breaker panels
- Door hardware and door position switches.

- All lighting fixtures

Accurate Controls, Inc. shall guarantee our equipment to be free from defects for a minimum period of one year. We shall send replacements of defective equipment in a timely fashion after diagnosis by our technical assistance department and a purchase order is issued. If it is determined that the equipment replaced is determined to be defective, no invoice will be sent. Accurate Controls, Inc. does not warrant equipment, which is damaged due to negligence, acts of god or vandalism; if the equipment is so damaged, an invoice for the purchase order will be sent.

Summary:

I trust that this gives you a good indication as to what Accurate Controls, Inc. will provide to you. If you have any questions, comments or suggestions, please feel free to call me at 920-748-6603 ext 262.

Respectfully,

Bob Nelson

Bob Nelson

Project Manager

Accurate Controls, Inc.

bnelson@accuratecontrols.com

(920) 748-6603 ext 262



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
12/04/2019
CHANGE ORDER #: 4

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

DISTRIBUTION: Granger Construction Company
 Wachtel & McAnally Architects/Planners, Inc
 OFFICE
 FIELD
 OTHER

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

| PROJECT | ACO | DESCRIPTION | PCO TYPE | PCO | CONTRACT CHANGE |
|----------|-----|------------------------------------|----------|-----|-----------------|
| 1822- 00 | 26 | Willoughby Toilet Dispenser Credit | PCO | 26 | (\$1,876.46) |

TOTAL: (\$ 1,876.46)

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

| | |
|---|------------------|
| The original Contract Sum was | \$ 49,341,225.00 |
| The net change by previously authorized Change Orders was | \$ 31,880.22 |
| The Contract Sum prior to this Change Order was | \$ 49,373,105.22 |
| The Contract Sum will be decreased by this Change Order | (\$ 1,876.46) |
| The new Contract Sum will be | \$ 49,371,228.76 |
| The Contract Time will be unchanged | |

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: *Pizzary Zudel*

Date: 12-6-19

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: *[Signature]*

Date: 12/06/2019

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43085

By: *[Signature]*

Date: 12/6/19



CHANGE ORDER REQUEST

DATE: 12/04/2019
PCO#: 26

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Willoughby Toilet Dispenser Credit
Proposed Scope of Work: Willoughby Toilet Dispenser Credit

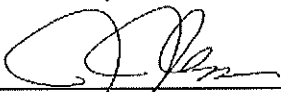
The prices below are valid until 12/6/19.

Funding Source for Change Order:
Granger/Megen GMP: (\$1,876.46)
Owner Contingency: \$1,876.46

| PCO Item | Status | Change (in Days) | Contract Line | Notes | Amount |
|---|--------|---------------------|------------------|-------|--------------|
| 1 : Willoughby Toilet Dispenser Credit Bond | Closed | | 0000610-00 | | (\$10.78) |
| 2 : Willoughby Toilet Dispenser Credit Subcontractor Bond | Closed | | 0000620-00 | | (\$17.97) |
| 3 : Willoughby Toilet Dispenser Credit CM Fee | Closed | | 0000092-00 | | (\$45.77) |
| 4 : Willoughby Toilet Dispenser Credit Insurances | Closed | | 0000620-02 | | (\$5.39) |
| 5 : Willoughby Toilet Dispenser Credit Queen City Mechanical | Closed | | 0015400-00 | | (\$1,796.55) |


Total: (\$1,876.46)

Submitted By:


Jason Woehrle

12/06/2019
Date

Approved By:


Tiffany Zindel
Warren County

12-6-19
Date



Warren County Jail
 QCM 2076-003
 Credit for Tissue Paper Holders on WC-2

11/4/2019

| Category | Size | Item Description | Qty | UOM | Mat Unit | Mat Ext |
|------------------------|------|---|-----|-----|----------|---------------|
| MISCELLANEOUS | - | Willoughby front mounted in-wall recessed tissue holder | -58 | ea | \$ 29.50 | \$ (1,711.00) |
| | | GRAND TOTAL | | | | \$ (1,711.00) |
| Owned Equipment | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | GRAND TOTAL | | | | \$ - |



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
12/04/2019
CHANGE ORDER #: 5

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

- DISTRIBUTION:**
- Granger Construction Company
 - Wachtel & McAnally Architects/Planners, Inc
 - OFFICE
 - FIELD
 - OTHER

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

| PROJECT | ACO | DESCRIPTION | PCO TYPE | PCO | CONTRACT CHANGE |
|----------|-----|--------------------------------------|----------|-----|-----------------|
| 1822- 00 | 28 | Power Distribution Submittal Changes | PCO | 28 | \$3,195.05 |

TOTAL: \$ 3,195.05

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

| | |
|---|------------------|
| The original Contract Sum was | \$ 49,341,225.00 |
| The net change by previously authorized Change Orders was | \$ 30,003.76 |
| The Contract Sum prior to this Change Order was | \$ 49,371,228.76 |
| The Contract Sum will be increased by this Change Order | \$ 3,195.05 |
| The new Contract Sum will be | \$ 49,374,423.81 |
| The Contract Time will be unchanged | |

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: 

Date: 12-6-19

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 

Date: 12/06/2019

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43085

By: 

Date: 12/6/19



CHANGE ORDER REQUEST

DATE: 12/04/2019

PCO#: 28

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Power Distribution Submittal Changes
Proposed Scope of Work: Power Distribution Submittal Changes

The prices below are valid until 12/6/19.

Funding Source for Change Order:
Granger/Megen GMP: \$3,195.05
Owner Contingency: (\$3,195.05)

| PCO Item | Status | Change (in Days) | Contract Line | Notes | Amount |
|---|--------|------------------|---------------|-------|------------|
| 1 : Power Distribution Submittal Changes Bond | New | | 0000610-00 | | \$18.35 |
| 2 : Power Distribution Submittal Changes Subcontractor Bonds | New | | 0000620-00 | | \$30.59 |
| 3 : Power Distribution Submittal Changes CM Fee | New | | 0000092-00 | | \$77.93 |
| 4 : Power Distribution Submittal Changes Insurances | New | | 0000620-02 | | \$9.18 |
| 5 : Power Distribution Submittal Changes Lake Erie Electrical | New | | 0016000-00 | | \$3,059.00 |

Total: \$3,195.05

Submitted By:

Jason Woehrle

12/06/2019
Date

Approved By:

Tiffany Zindel
Warren County

12-6-19
Date

Zindel, Tiffany M.

From: Hearn, Trevor
Sent: Thursday, November 21, 2019 1:24 PM
To: Russell, Martin T.
Cc: Zindel, Tiffany M.
Subject: RE: Warren County Jail - Willoughby Dispenser Credit and Power Distribution Submittal Changes Potential Change Orders

There wasn't enough time for the study to take place before GMP. Design work was ongoing right up until and past GMP.

From: Russell, Martin T.
Sent: Thursday, November 21, 2019 1:02 PM
To: Hearn, Trevor
Cc: Zindel, Tiffany M.
Subject: Re: Warren County Jail - Willoughby Dispenser Credit and Power Distribution Submittal Changes Potential Change Orders

Ok, get that and the results. However, why was it not done prior to the GMP?

Martin Russell
Deputy County Administrator
Executive Director, Warren County Port Authority
ML:513-695-2091

On Nov 21, 2019, at 12:39 PM, Hearn, Trevor <Trevor.Hearn@co.warren.oh.us> wrote:

Tif,

A power distribution study was performed on the electrical design of the new facility, which is common for a building of this size. The study recommended making these changes to improve energy efficiency. The architect and electrical engineers reviewed their recommendations and are in agreement. So in the long run, this change order is going to save us money on electric usage.

Trevor

From: Zindel, Tiffany M.
Sent: Thursday, November 21, 2019 11:29 AM
To: Hearn, Trevor; Russell, Martin T.
Subject: FW: Warren County Jail - Willoughby Dispenser Credit and Power Distribution Submittal Changes Potential Change Orders

I know it's only \$3K but can someone explain why the change just so I know what I'm approving.?

Tif

From: Jason Kaminski [<mailto:jkaminski@megenconstruction.com>]
Sent: Thursday, November 21, 2019 11:23 AM
To: Zindel, Tiffany M.; Rick Smith
Cc: Russell, Martin T.; Hearn, Trevor; 'Jason Woehrle'; mmarlow@grangerconstruction.com; Kyle Rosinski
Subject: Warren County Jail - Willoughby Dispenser Credit and Power Distribution Submittal Changes Potential Change Orders

Hi Rick,

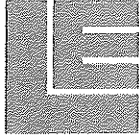
Please see attached Potential Change Orders for the Willoughby toilet dispenser credit and power distribution submittal changes recommended. It is recommended these changes come from owner contingency. Please review and let us know if these changes are approved or if you have any questions. Thank you!

Thanks,

Jason Kaminski
Senior Project Manager
Megen Construction Company, Inc.
Celebrating 25 years of Delivering Encore Construction Experiences

<image001.png>

11130 Ashburn Road, Cincinnati, Ohio 45240
Office: 513.742.9191 Mobile: 513.375.4047
www.megenconstruction.com



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

11/5/19

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail - Changes Per Engineer

LEE CO No.:TBD

Re :Changes Per Engineer

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$3,059.00

Bond

CO Net: **\$3,059.00**

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail
 Name Lebanon, OH
 County Montgomery
 Subcontractor Name and Address
LAKE ERIE ELECTRIC, INC.
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

Contractor's
 Contract No. 1822-000121
 Project No. _____ Phase Contr. No. _____
 Change Order No. TBD for Changes
 I.D. No. _____ Phase Contr. No. _____
 Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2

| Personnel Classification | Regular Rate | Premium Portion ¹ | | |
|--------------------------|---------------------------|------------------------------|-----------|------------------|
| Journeyman | _____ hours x 30.00 /hour | _____ /hour | = | _____ |
| Foreman | _____ hours x 33.00 /hour | _____ /hour | = | _____ |
| Gen Fore | _____ hours x 35.40 /hour | _____ /hour | = | _____ |
| PM | 2.00 hours x 80.00 /hour | _____ /hour | = | 160.00 |
| | | | Total (B) | \$ 160.00 |

B. Fringes - GC 7.7.2.3

| | | | | |
|------------|---------------------------|-------------|-----------|----------|
| Journeyman | _____ hours x 20.19 /hour | _____ /hour | = | _____ |
| Foreman | _____ hours x 19.84 /hour | _____ /hour | = | _____ |
| Gen Fore | _____ hours x 19.96 /hour | _____ /hour | = | _____ |
| PM | 2.00 hours x _____ /hour | _____ /hour | = | _____ |
| | | | Total (C) | \$ _____ |

C. Allowable Payroll Expenses - GC 7.7.2.4

| | | | | |
|------------|--------------------------|-------------|-----------|----------|
| Journeyman | _____ hours x 6.60 /hour | _____ /hour | = | _____ |
| Foreman | _____ hours x 7.26 /hour | _____ /hour | = | _____ |
| Gen Fore | _____ hours x 7.79 /hour | _____ /hour | = | _____ |
| PM | 2.00 hours x _____ /hour | _____ /hour | = | _____ |
| | | | Total (D) | \$ _____ |

D. Equipment Rental (attach itemized quotes / invoices)

Total (D) \$ _____

E. Administrative and Processing fees

Total (E) \$ _____

F. Trucking (attach itemized supporting documentation)

Total (F) \$ _____

G. Material (attach itemized supporting documentation)

Total (G) \$ 2,500.00

Sub Total \$ **2,660.00**

H. Contractor Overhead and Profit GC 7.7.2.10 x 15.00% Total (H) \$ **399.00**

I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1 Total (I) \$ _____

J. Subcontractor Tier Markup x 5.00% Total (J) \$ _____

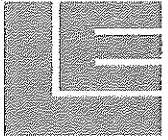
K. Miscellaneous - GC 7.7.2.12

1. Premium portion (labor and fringes) only for approved overtime
 - attach itemized supporting documentation ² Total (K) \$ _____

Grand Total (Sub Total + H + I + J + K) \$ **3,059.00**

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates

2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

| | | |
|--------------|----|----------|
| FROM TAKEOFF | \$ | - |
| Kendall | \$ | 2,500.00 |

NET MATERIAL TOTAL \$ 2,500.00



LAKE ERIE ELECTRIC, INC.

Contractors & Engineers
Dayton Division
360 Industrial Drive
Franklin, OH 45005
937-743-1220 (Fax) 937-743-1227

Project Submittal for LEE Job # 1019-1016

Warren County Jail, Job No. 1822-0, 26-01 Electrical

Justice Drive, Lebanon, Ohio 45036

Submittal # ELEC SW GEAR - 1 - 1

Description ELECTRICAL SWITCHGEAR PACKAGE

Spec Section 26 05 48, 26 24 16, 26 24 20, 26 24 60, 26 28 13, 26 28 16,
26 29 13, 26 43 13, 26 05 53

Submittal Date 09/18/19

| |
|---|
| REVIEWED |
| Date <u>9/18/19</u> |
| By <u>Sean Mondello</u> |
| LAKE ERIE ELECTRIC, INC. |
| <small>Review, approval, verification of materials and equipment required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.</small> |

- New Submittal
- Re-Submittal

| | |
|--|--|
| <input type="checkbox"/> APPROVED | <input checked="" type="checkbox"/> FURNISH AS CORRECTED |
| <input type="checkbox"/> REJECTED | <input type="checkbox"/> REVISE AND RESUBMIT |
| <input type="checkbox"/> SUBMIT SPECIFIED ITEM | |

This review was performed only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Modifications or comments made on the shop drawings during this review do not relieve the contractor from compliance with the requirements of the plans and specifications. Approval of a specific item does not include approval of the assembly of which the item is a component. Contractor is responsible for the confirmation and correction of all dimensions at the job site. Information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences, and procedures of construction; coordination of the work of all trades; and for the performing of all work in a safe and satisfactory manner.

1. Change the EDP2 C.B. and feeder for AHU-4R from 20A to 30A.
2. Change the EDP2 C.B. and feeder for AHU-5S from 30A to 40A.
3. The EDP2 C.B. and feeder for AHU-5R are both 125% of the motor current (14.6A) and shall not change.
4. Change the EDP3 C.B. from 50A to 45A, and wall mount transformer ET5 adjacent to, and above EDP3.
5. Change the EDP3 feeder to transformer ET1 from 70A to 100A.
6. Change the DPEA feeder from 150A to 200A.
7. Change the EDP1 C.B. feeding transformer ET3 to be a "LI" trip type C.B.
8. Change the EDP1 C.B. feeding transformer ET4 to be a "LI" trip type C.B.
9. Change the MDP C.B. feeding transformer T1 to be a "LI" trip type C.B.

Prater Engineering Associates, Inc.

Date: 10-24-19 By: T. Leykauf

SHOP DRAWING REVIEW NOTES CONTINUE ON THE NEXT PAGE

Warren County Jail and Sheriff's Administration Office Approval Drawing Package

Factory Order #: 42426298

09/17/2019

SHOP DRAWING REVIEW NOTES CONTINUED:

10. Change the MDP C.B. feeding transformer T2 to be a "LI" trip type C.B.
11. Change the MDP C.B. feeding transformer T1 to be a "LI" trip type C.B.
12. Change the PNL "F" Main C.B., and feed-thru C.B. feeding PNL "E" to be a "LI" trip type C.B.s.
13. Change the PNL "E" Main C.B. to be a "LI" trip type C.B.
14. The changes indicated in the review notes "above" need to be applied to the panel schedules as well.
15. The trip on the main for EDP2 should be 600A.
16. per note 4 above, the EDP3 C.B. with the 60A trip needs to be 45A.
17. Provide labeling of all gear (switchboards, panelboards, transformers, starters, and disconnects - indicating; source of power, amps/kva, volts, and phase.
18. All gear shall be mounted/supported at the proper height, coordinated to avoid conflicts with the other work.
19. All gear shall be set at its final location with care given to economy of layout, and code required clearances.

Distributor:
KENDALL ELECTRIC INC

David Lovitz
Sales Representative

Teddy Brock
Project Manager
North American Operating Division
513-770-5704
ted.brock@se.com

Life Is On

Schneider
Electric

| DEVICE | ORG. BOM | BULL #2 CO #4 | DIFFERENCE |
|--------|-------------|------------------|-------------|
| MDP | \$54,918.20 | \$51,227.36 | -\$3,690.84 |
| EDP1 | \$11,630.96 | \$12,307.54 | \$676.58 |
| EDP2 | \$9,644.94 | \$11,400.04 | \$1,755.10 |
| EDP3 | \$5,809.43 | \$8,048.84 | \$2,239.41 |
| DPEA | \$3,521.96 | \$4,319.76 | \$797.80 |
| PNL E | \$760.26 | \$977.11 | \$216.85 |
| PNL F | \$1,277.45 | \$1,782.55 | \$505.10 |
| | \$87,563.20 | \$90,063.20 | \$2,500.00 |



Ted Brock
9928 Windisch Road
West Chester, Ohio 45069
Phone: 513-770-5704
Email: Ted.Brock@se.com

CO#4 Quotation

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 4

Project Name: Warren County Jail and Sheriff's A

Project Sub-Name:

Project Location: CINCINNATI, OH

Quote Name: SUBMITTAL REVIEW

Through Addenda Number: 1

Bid Date: 1/1/1901

Consultant / Specifier: SE ADV DEFAULT CUSTOMER

Contractor / Installer: LAKE ERIE ELECTRIC INC

Sales Representative: DAVID LOVITZ

Conditions of Sale

This Quotation is subject to Schneider Electric USA, Inc.'s published Conditions of Sale

Payment Terms: STANDARD

Billing Type(s):

Currency: US DOLLARS

Quote Markings

Warren County Jail

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 4

Project Name: Warren County Jail and Sheriff's A

Quote Name: SUBMITTAL REVIEW

| Item No. | Qty. | Catalog Number / Details |
|----------|------|--|
| 001-00 | 1 | <p>Designation: MDP Square D Standard Swbd Series 2 QED-2 Switchboard</p> <p>-----</p> <p>Square D Standard Swbd Series 2 Designed and Tested in accordance with: UL 891/NATIONAL ELECTRIC CODE/NEMA PB-2 System Voltage - 480Y/277V 3Ph 4W 60Hz System Ampacity - 2500A Source Description - Single Main Bussing - 1000A/Sq. In. Copper Plated with Silver Neutral Bus - 100% Max Available Fault Current (RMS) - 100kA Enclosure - Type 1 Accessibility: Front Only Equipment Nameplate Black Surface/White Letters, Adhesive (Field installed) Exterior Paint Color - ANSI 49 Copper Ground Bus Ground Lug provided for each device Seismic Qualified</p> <p>Dimensions</p> <p>-----</p> <p>3 - 36" Wide Section(s) 3 - 36" Deep Enclosure(s) Dimensions: 108.00" W X 36" Max D X 91.5" H Approximate Weight: 3257.00 lbs / 1477.38 kgs</p> <p>Incoming Requirements</p> <p>-----</p> <p>Suitable for Use As Service Entrance Entry Point: Right of Lineup, Through the Bottom Connection Type: Cable SPD with Surge Rating 320kA Includes Surge Counter Power Meter - PM5563RD 3 CTs PM5563 w/ Display - 3 phase 4 wire wye 2500A</p> <p>Mains</p> <p>-----</p> <p>1 - 2500AS/2500AT 480V 100% Rated 100 kA 3 Pole UL, Fixed Mounted Electronic Trip Circuit Breaker: Type RL Device Designation: MAIN BREAKER Power Trip Unit, Long Time, Short Time, Instantaneous, Ground Fault Padlock Attachment Energy Reduction Maintenance Switch Nameplate - Black Surface / White Letters, Adhesive (Field Installed)</p> <p>Feeders</p> <p>-----</p> <p>3 - 35AT 480V 80% Rated 100 kA 3 Pole UL, Group Mounted Thermal Magnetic Circuit Breaker: Type HL Padlock Attachment Nameplate - Black Surface / White Letters, Adhesive (Field Installed)</p> |

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 4

Project Name: Warren County Jail and Sheriff's A

Quote Name: SUBMITTAL REVIEW

| Item No. | Qty. | Catalog Number / Details |
|----------|------|--|
| | 2 | 100AT 480V 80% Rated 100 kA 3 Pole UL, Group Mounted Thermal Magnetic Circuit Breaker: Type HL Padlock Attachment Nameplate - Black Surface / White Letters, Adhesive (Field Installed) |
| | 1 | 100AT 480V 80% Rated 3 Pole UL, Group Mounted Thermal Magnetic Prepared Space: Type HL Device Designation: SPACE |
| | 2 | 150AS/150AT 480V 80% Rated 100 kA 3 Pole UL, Group Mounted Electronic Trip Circuit Breaker: Type HL Standard Trip Unit, Long Time, Instantaneous Padlock Attachment Nameplate - Black Surface / White Letters, Adhesive (Field Installed) |
| | 2 | 70AT 480V 80% Rated 100 kA 3 Pole UL, Group Mounted Thermal Magnetic Circuit Breaker: Type HL Padlock Attachment Nameplate - Black Surface / White Letters, Adhesive (Field Installed) |
| | 3 | 200AT 480V 80% Rated 100 kA 3 Pole UL, Group Mounted Thermal Magnetic Circuit Breaker: Type JL Padlock Attachment Nameplate - Black Surface / White Letters, Adhesive (Field Installed) |
| | 1 | 400AS/300AT 480V 100% Rated 100 kA 3 Pole UL, Group Mounted Electronic Trip Circuit Breaker: Type LL Device Designation: ATS-2 Standard Trip Unit, Long Time, Instantaneous Padlock Attachment Nameplate - Black Surface / White Letters, Adhesive (Field Installed) |
| | 2 | 800AS/500AT 480V 100% Rated 100 kA 3 Pole UL, Group Mounted Electronic Trip Circuit Breaker: Type PL Standard Trip Unit, Long Time, Instantaneous Padlock Attachment Nameplate - Black Surface / White Letters, Adhesive (Field Installed) |
| | 1 | 800AS/800AT 480V 100% Rated 100 kA 3 Pole UL, Group Mounted Electronic Trip Circuit Breaker: Type PL Device Designation: ATS-1 Standard Trip Unit, Long Time, Instantaneous Padlock Attachment Lug Kit AL800P6K Nameplate - Black Surface / White Letters, Adhesive (Field Installed) |
| | 1 | 400AS/400AT 480V 100% Rated 100 kA 3 Pole UL, Group Mounted Electronic Trip Circuit Breaker: Type LL Standard Trip Unit, Long Time, Instantaneous Padlock Attachment Lug Kit AL400L61K3 Nameplate - Black Surface / White |

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 4

Project Name: Warren County Jail and Sheriff's A

Quote Name: SUBMITTAL REVIEW

| Item No. | Qty. | Catalog Number / Details |
|----------|------|---|
| | | Letters, Adhesive (Field Installed) |
| | | Ship Id: 01 Estimated On-site Dt: 1/6/2040 |
| 003-00 | 1 | <p>Designation: EDP1 I-Line SPD Panel (INTERIOR) I-Line Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 100kA Fully Rated SPD 100kA per Phase/50kA per Mode SPD line to grd protect w/SPD Surge Counter w/SPD Dry Contacts Single Main: 800AS/800AT/3P PL Circuit Breaker 100% Rated Main Trip Function: LI Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - (2) 3/0 - 600 kcmil Bus: 800A Rated Copper: Tin Plated CU Ground Bar 99" of Mounting Inches Type 1, Box: 86H x 42W x 9.5D Incoming: Top Trim: Surface with Door Box Cat No: HC4286DBC Front Cat No: HCW86TSD Ref. Drawing: PBA418 Type: HCP Feeders: 2 - 250AS/200AT/3P JL STD LI 80% 2 - 150AS/150AT/3P HL STD LI 80% 2 - 100AS/100AT/3P HL STD LI 80% 2 - 100A/3P HL Prepared Space 1 - 800AS/600AT/3P PL STD LI 80% 1 - 100AS/90AT/3P HL STD LI 80% 2 - 70A/3P HL Optional Features: Standard Panel (Box Ahead), Copper Solid Neutral, Welded Base Channel, Copper Ground Bar, Standard Mains and Feeders Mechanically Restrained Branch User Placement Standard Nameplate: Engraved as Follows Line 1: EDP1 Size: 3.50" Wide x 1.00" High (Std) Color: Black Surface / White Letters Plastic/Adhesive - Screw-on</p> |
| | | Ship Id: 01 Estimated On-site Dt: 12/30/2039 |
| 006-00 | 1 | <p>Designation: EDP2 I-Line SPD Panel (INTERIOR) I-Line Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 100kA Fully Rated SPD 100kA per Phase/50kA per Mode SPD line to grd protect w/SPD Surge Counter w/SPD Dry Contacts Single Main: 800AS/600AT/3P PL Circuit Breaker 100% Rated Main Trip Function: LI</p> |

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 4

Project Name: Warren County Jail and Sheriffs A

Quote Name: SUBMITTAL REVIEW

| Item No. | Qty. | Catalog Number / Details |
|----------|------|--|
| 009-00 | 1 | <p>Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - (3) 3/0 - 500 kcmil Bus: 800A Rated Copper: Tin Plated CU Ground Bar 99" of Mounting Inches Type 1, Box: 86H x 42W x 9.5D Incoming: Top Trim: Surface with Door Box Cat No: HC4286DBC Front Cat No: HCW86TSD Ref. Drawing: PBA418 Type: HCP Feeder: 1 - 100AS/100AT/3P HL STD LI 80% 1 - 50A/3P HL 3 - 40A/3P HL 2 - 30A/3P HL 1 - 20A/3P HL 1 - 250AS/225AT/3P LL STD LI 80% 7 - 15A/3P HL Optional Features: Standard Panel (Box Ahead), Copper Solid Neutral, Welded Base Channel, Copper Ground Bar, Standard Mains and Feeders Mechanically Restrained Branch User Placement Standard Nameplate: Engraved as Follows Line 1: EDP2 Size: 3.50" Wide x 1.00" High (Std) Color: Black Surface / White Letters Plastic/Adhesive - Screw-on</p> <p>Ship Id: 01 Estimated On-site Dt: 12/30/2039</p> <p>Designation: EDP3 I-Line SPD Panel (INTERIOR) I-Line Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 100kA Fully Rated SPD 100kA per Phase/50kA per Mode SPD line to grd protect w/SPD Surge Counter w/SPD Dry Contacts Single Main: 400AS/300AT/3P LL Circuit Breaker 100% Rated Main Trip Function: LI Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - (2) 3/0 - 500 kcmil Bus: 400A Rated Copper: Tin Plated CU Ground Bar 63" of Mounting Inches Type 1, Box: 68H x 42W x 9.5D Incoming: Top Trim: Surface with Door Box Cat No: HC4268DB Front Cat No: HCW68TSD Ref. Drawing: PBA418 Type: HCP Feeder: 1 - 150AS/150AT/3P HL STD LI 80% 2 - 250AS/200AT/3P JL STD LI 80% 4 - 100AS/100AT/3P HL STD LI 80% 1 - 60AS/60AT/3P HL STD LI 80% 1 - 60AS/45AT/3P HL STD LI 80% Optional Features: Standard Panel (Box Ahead), Copper Solid Neutral, Seismic Qualification -</p> |

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 4

Project Name: Warren County Jail and Sheriffs A

Quote Name: SUBMITTAL REVIEW

| Item No. | Qty. | Catalog Number / Details |
|----------|------|--|
| | | <p>IBC/ASCE7/CBC/NBCC,Copper Ground Bar,Standard Mains and Feeders Mechanically Restrained Branch User Placement Standard Nameplate: Engraved as Follows Line 1: EDP3 Size: 3.50" Wide x 1.00" High (Std) Color: Black Surface / White Letters Plastic/Adhesive - Screw-on</p> |
| | | <p>Ship Id: 01 Estimated On-site Dt: 12/30/2039</p> |
| 012-00 | 1 | <p>Designation: DPEA I-Line SPD Panel (INTERIOR) I-Line Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 65kA Fully Rated SPD 100kA per Phase/50kA per Mode SPD line to grd protect w/SPD Surge Counter w/SPD Dry Contacts Single Main: 250AS/200AT/3P LG Circuit Breaker 100% Rated Main Trip Function: LI Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - #2-500(Al), #2-600(Cu) kcmil Bus: 400A Rated Copper: Tin Plated CU Ground Bar 72" of Mounting Inches Type 1,Box: 91H x 32W x 9.5D Incoming: Top Trim: Surface with Door Box Cat No: HC3291DB9 Front Cat No: HCM91TSVD Ref. Drawing: PBA403 Type: HCM Feeders: 3 - 20A/3P BG Prepared Space 2 - 250AS/100AT/3P JG STD LI 80% 1 - 60A/3P BG 1 - 250AS/200AT/3P JG STD LI 80% Optional Features: Standard Panel (Box Ahead),Copper Solid Neutral,Seismic Qualification - IBC/ASCE7/CBC/NBCC,Copper Ground Bar,Standard Mains and Feeders Mechanically Restrained Branch User Placement Standard Nameplate: Engraved as Follows Line 1: DPEA Size: 3.50" Wide x 1.00" High (Std) Color: Black Surface / White Letters Plastic/Adhesive - Screw-on</p> |
| | | <p>Ship Id: 01 Estimated On-site Dt: 12/30/2039</p> |
| 075-00 | 1 | <p>Designation: PNL E NQ MB Panel (INTERIOR) NQ Panelboard Consisting of</p> |

Q2C Number: 42426298

Quote Number: 1

Change Order Rev Number: 4

Project Name: Warren County Jail and Sheriff's A

Quote Name: SUBMITTAL REVIEW

| Item No. | Qty. | Catalog Number / Details |
|----------|------|---|
| | | <p>208Y/120V 3Ph 4W 60Hz SCCR: 22kA Fully Rated Single Main: 100AS/100AT/3P HD Circuit Breaker 80% Rated Main Trip Function: LI Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - #14 - 3/0 AWG Bus: 225A Rated Copper: Silver/Tin Plated CU Ground Bar 54 Circuit Interior Type 1,Box: 50H x 20W x 5.75D Incoming: Top Trim: Surface with Door Box Cat No: MH50BE Front Cat No: NC50S Ref. Drawing: PBA707A Feeders: 54 - 20A/1P QOB-VH Optional Features: Standard Panel (Box Ahead),Blank Endwalls,Copper Solid Neutral,Seismic Qualification - IBC/ASCE7/CBC/NBCC,Copper Ground Bar Branch User Placement Standard Nameplate: Engraved as Follows Line 1: PNL E Size: 3.50" Wide x 1.00" High (Std) Color: Black Surface / White Letters Plastic/Adhesive - Screw-on</p> |
| | | <p>Shlp Id: 01 Estimated On-site Dt: 12/30/2039</p> |
| 096-00 | 1 | <p>Designation: PNL F NQ MB Panel (INTERIOR) NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 22kA Fully Rated Single Main: 250AS/200AT/3P JD Circuit Breaker 80% Rated Main Trip Function: LI Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - 3/0 - 350 kcmil Bus: 225A Rated Copper: Silver/Tin Plated CU Ground Bar 54 Circuit Interior Type 1,Box: 68H x 20W x 5.75D Incoming: Top Trim: Surface with Door Box Cat No: MH68BE Front Cat No: NC68S Ref. Drawing: PBA707A Feeders: 4 - 20A/1P QOB-VH-GFI 50 - 20A/1P QOB-VH 1 - Sub-Feed One: 100A/3P HD STD LI 80% Optional Features: Standard Panel (Box Ahead),Blank Endwalls,Copper Solid Neutral,Seismic Qualification - IBC/ASCE7/CBC/NBCC,Copper Ground Bar Branch User Placement Standard Nameplate: Engraved as Follows Line 1: PNL F Size: 3.50" Wide x 1.00" High (Std)</p> |

| | | |
|---|-----------------|------------------------------|
| Q2C Number: 42426298 | Quote Number: 1 | Change Order Rev Number: 4 |
| Project Name: Warren County Jail and Sheriffs A | | Quote Name: SUBMITTAL REVIEW |

| Item No. | Qty. | Catalog Number / Details |
|----------|------|---|
| | | Color: Black Surface / White Letters Plastic/Adhesive - Screw-on |

Ship Id: 01 Estimated On-site Dt: 12/30/2039

| | |
|-----------------------------|------------------|
| Change to Total Authorized: | \$2500.00 |
| Change to Warranty: | 0.00 |
| Change to FOB: | 0.00 |
| Change to Order Value: | <u>\$2500.00</u> |

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1680

Adopted Date December 10, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Love Tattoo Foundation is holding an event at the Warren County Fairgrounds on December 31, 2019, in order to raise funds for various programs benefitting veterans; and

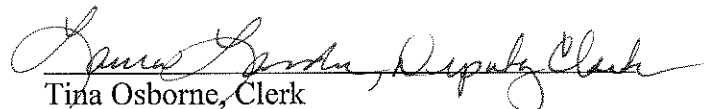
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Love Tattoo Foundation for the purpose of obtaining a liquor license during the event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Warren County Agricultural Society (file)
Randy Hayford
C/A—Ohio Department of Commerce, Division of Liquor Control

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1681

Adopted Date December 10, 2019

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN TWO SATISFACTIONS OF MORTGAGE FOR KATRINA KIRBY

WHEREAS, Katrina Kirby received a Homebuyer Assistance Loan and a Housing Rehabilitation Loan through the Warren County Board of Commissioners; and

WHEREAS, the Board has received payment in full for both of the Deferred Loans; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign both Satisfactions of Mortgage relevant to the Homebuyer Assistance and Housing Rehabilitation Loans for Katrina Kirby.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/vsp

cc: OGA (file)
c/a—Kirby, Katrina
Amrock, Inc.

SATISFACTION OF MORTGAGE

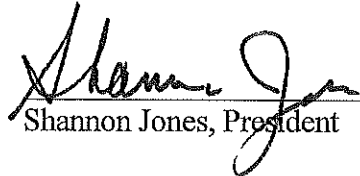
KNOW ALL MEN BY THESE PRESENTS, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 8th day of September, 2000, recorded on the 22nd day of September, 2000, in Record of Mortgages, Vol. 2012 Pages 780-784, in the Office of the Recorder of Warren County, Ohio, executed by **Katrina M. Kirby**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 411 Sunset Drive, South Lebanon, Ohio 45065, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

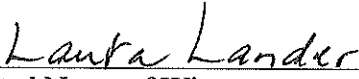
In Testimony Whereof, the said Warren County Board of Commissioners, by Shannon Jones, President, acting in her official capacity, has hereunto set her hand this 10th day of December, 2019, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners


Signature of Witness


Shannon Jones, President


Printed Name of Witness

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 10th day of December, 2019, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

This instrument prepared by Warren County, Ohio.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

EXHIBIT "A"
Legal Description
Warren County

**DESCRIPTION NOT
FOR TRANSFER**

Sidwell No. 13-31-103-014



Situated in the Township of Union, in the County of Warren, and State of Ohio, in Section 31, Town 5, Range 3, M.R.S., and within the corporate limits of the Village of South Lebanon:

Being Lot No. Eighty-Two (82) as known and designated on the recorded plat of Kash D. Amburgy Subdivision No. 2 in said village. Said Lot No. 82 is subject to an easement for drainage purposes and also subject to plat restrictions as contained in said recorded plat the same as though rewritten herein.

Property commonly known as: 411 Sunset Drive, South Lebanon, Ohio 45065

Prior Instrument Reference: Volume 1269, Page 514, of the Official Records of Warren County, Ohio

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 27th day of September, 2000, recorded on the 5th day of October, 2000, in Record of Mortgages, Vol. 2020 Pages 290 - 293, in the Office of the Recorder of Warren County, Ohio, executed by **Katrina M. Kirby**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 411 Sunset Drive, South Lebanon, Ohio 45065, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by Shannon Jones, President, acting in her official capacity, has hereunto set her hand this 10th day of December, 2019, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners

Laura Lander
Signature of Witness

Shannon Jones
Shannon Jones, President

Shannon Jones
Printed Name of Witness

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 10th day of December, 2019, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Laura K. Lander
Notary Public

This instrument prepared by Warren County, Ohio



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/23/2022

**DESCRIPTION NOT
FOR TRANSFER**

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 13-31-103-014



Situated in the Township of Union, in the County of Warren, and State of Ohio, in Section 31, Town 5, Range 3, M.R.S., and within the corporate limits of the Village of South Lebanon:

Being Lot No. Eighty-Two (82) as known and designated on the recorded plat of Kash D. Amburgy Subdivision No. 2 in said village. Said Lot No. 82 is subject to an easement for drainage purposes and also subject to plat restrictions as contained in said recorded plat the same as though rewritten herein.

Property commonly known as: 411 Sunset Drive, South Lebanon, Ohio 45065

Prior Instrument Reference: Volume 1269, Page 514, of the Official Records of Warren County, Ohio

Resolution

Number 19-1682

Adopted Date December 10, 2019

APPROVE AND ENTER INTO AMENDMENT NO. 5 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THIS BOARD AND THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, DESIGNATING A CHANGE IN FUNDING AMOUNTS FOR PROJECTS

WHEREAS, the Warren County Board of Commissioners has created the Warren County Transportation Improvement District (the "WCTID") in an effort to further enhance and promote transportation improvements and capital improvements within Warren County (the "County") and the region, and to participate in a cooperative county-wide coalition to take advantage of the opportunities and benefits made available only through a TID to plan, construct and improve highways, roads, bridges, interchanges and accompanying capital improvements and development throughout the County and its surrounding counties, such as Hamilton County specifically regarding the I-71/Fields Ertel area improvements; and

WHEREAS, the WCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair and operate street, highway, and other transportation projects; and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements; and

WHEREAS, the transportation projects undertaken by the WCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County, and local political subdivisions within the County, including, but not limited to, the Cities of Mason and Springboro (the "Cities") and Deerfield Township (the "Township"), and of the State and are essential governmental functions; and the exercise by the WCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County and the State; and

WHEREAS, the County and the WCTID, to further develop, facilitate, enhance, fund and promote transportation improvements within the County, the Cities and the Township and the region, through intergovernmental cooperation and coordination by the WCTID and to advance the WCTID Program of Projects, entered into an intergovernmental agreement, referred to as "Intergovernmental Agreement 2011-01", per Resolution No. 11-1228, and as and as further amended February 2, 2016, per the COUNTY'S Resolution No. 16-0138 (hereinafter referred to as "Amendment No. 1"), and further amended per COUNTY'S Resolution No. 16-1689 (hereinafter referred to as "Amendment No. 2"), and further amended per COUNTY'S Resolution No. 17-1176 (hereinafter referred to as "Amendment No. 3"), and further amended per COUNTY'S Resolution 17-1499 (hereinafter referred to as "Amendment No. 4"); and

WHEREAS, the County and the WCTID, in furtherance of these goals, intend, pursuant to Section 1.02 (a) of the Agreement, to confirm, approve and ratify the updated and amended Exhibit A *Warren County TID Program List - August 2019* showing new projects named “*Columbia Road Widening – Fitzgerald Way to Socialville-Fosters Road*”, *Wilkins Blvd/Bardes Road/Escort Drive Realignment and Roadway and Streambank Maintenance* and Exhibit B “*Warren County TID Pledged Revenue Summary – December 2018*”; attached hereto and referred to as “Exhibit A” and “Exhibit B” to the agreement; and

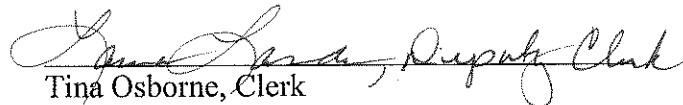
NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners does hereby agree, approve, ratify and further authorize the President or Vice-President of the Board to execute Amendment No. 5 to the Intergovernmental Agreement between this Board and the Warren County TID, a copy of which is attached hereto and made part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Transportation Improvement District
Warren County TID (file)
Engineer (file)
Matt Nolan
T. Zindel

AMENDMENT NO. 5

**TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WARREN COUNTY,
OHIO AND THE WARREN COUNTY TID RELATING TO UPDATING THE TID
PROGRAM LIST AND PLEDGED REVENUE SUMMARY AS OF DECEMBER, 2019**

THIS AMENDMENT No. 5 (hereinafter "Amendment No. 5") to the Intergovernmental Agreement (hereinafter the "initial IGA") is entered by and between the BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO, a county organized and acting under the laws of the State of Ohio (hereinafter the "COUNTY"), acting on behalf of WARREN COUNTY, OHIO, and the BOARD OF TRUSTEES OF THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (hereinafter the "WCTID") organized and operating under Chapter 5540 of the Ohio Rev. Code, acting on behalf of the WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, and shall be effective immediately upon execution by all the Parties.

WITNESSETH:

WHEREAS, the COUNTY created the WCTID in an effort to further enhance and promote transportation improvements and capital improvements within Warren County, Ohio and the region, and to participate in a cooperative county-wide coalition to take advantage of the opportunities and benefits made available only through a TID to plan, construct and improve highways, roads, bridges, interchanges and accompanying capital improvements and development throughout Warren County and its surrounding counties, such as Hamilton County specifically regarding the I-71/Fields-Ertel area improvements; and,

WHEREAS, the WCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair and operate street, highway, and other transportation projects; and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements; and,

WHEREAS, the transportation projects undertaken by the WCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of Warren County, and local political subdivisions within Warren County, including, but not limited to, the Cities of Mason and Springboro (the "Cities") and Deerfield Township (the "Township"), and of the State and are essential governmental functions; and the exercise by the WCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of Warren County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity within Warren County and the State; and,

WHEREAS, the COUNTY and the WCTID, to further develop, facilitate, enhance, fund and promote transportation improvements within Warren County, the Cities and the Township, and the region, through intergovernmental cooperation and coordination by the WCTID, and to advance the WCTID Program of Projects, entered into the initial IGA referred to as

“Intergovernmental Agreement 2011-01,” per the COUNTY’s Resolution No. 11-1228 dated August 30, 2011, and as further amended:

June 25, 2013, per the COUNTY’s Resolution No. 13-0950 (“Amendment”);
December 9, 2014, per the COUNTY’s Resolution No. 14-1938 (“Amendment”);
May 5, 2015, per the COUNTY’s Resolution No. 15-0638 (“Amendment”);
September 8, 2015, per the COUNTY’s Resolution No. 15-1399 (“Amendment”);
February 2, 2016, per the COUNTY’s Resolution No. 16-0138 (“Amendment”);
November 22, 2016, per the COUNTY’s Resolution No. 16-1819 (“Amendment No. 2”);
August 1, 2017, per the COUNTY’s Resolution No. 17-1176 (“Amendment No. 3”);
September 26, 2017, per the COUNTY’s Resolution No. 17-1499 (“Amendment No. 4”);

and;

WHEREAS, the County and the WCTID, in furtherance of these goals, intend, pursuant to Section 1.02 (a) of the Agreement, to approve, confirm, and ratify exhibits “A” and “B” of the Agreement with the attached updated and amended Exhibit A *Warren County TID Program List - December 2019*, and the attached Exhibit B “*Warren County TID Pledged Revenue Summary – December 2019*.”

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and WCTID, hereby agree that Exhibits A and B of the IGA and Amendment No. 1, are hereby replaced and amended, as follows:

1. On behalf of the Warren County Engineer, the COUNTY does hereby confirm, approve and ratify the updated and amended Exhibit A *Warren County TID Program List – December 2019*, and Exhibit B “*Warren County TID Pledged Revenue Summary – December 2019*”; attached hereto and referred herein as “Exhibit A” and “Exhibit B” to the Agreement.

2. All other terms, provisions and obligations of the initial IGA, shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the initial IGA, Amendment Numbers 1, 2, 3, 4 and this Amendment No. 5, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Addendum No. 5, no exceptions.

WCTID:

IN EXECUTION WHEREOF, the WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, has caused this AMENDMENT No. 5 to be executed by Eric Hansen, its Chairman, on the date stated below, pursuant to Resolution No. 2019-22 , adopted by majority vote of the Board of Trustees on December 6, 2019, a copy of which is attached hereto.

**WARREN COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

SIGNATURE: Neil F. Tunison

PRINTED NAME: NEIL F. TUNISON

TITLE: SECRETARY - TREASURER

DATE: 12/6/2019

Approved as to form by
Legal Counsel on behalf of
WARREN COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT:

Rusty Schumann

By: Rusty Schumann, Esq.

DATE: 12-6-19

COUNTY:

IN EXECUTION WHEREOF, the BOARD OF COUNTY COMMISSIONERS of Warren County, Ohio has caused this AMENDMENT No. 5 to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution No. 19-1082, dated 12/10/19, a copy of which is attached hereto.

**BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 12/10/19

RECOMMENDED BY:

NEIL F. TUNISON,
COUNTY ENGINEER
WARREN COUNTY, OHIO

Neil F. Tunison

By: Neil F. Tunison, County Engineer

DATE: 12/6/19

APPROVED AS TO FORM
ON BEHALF OF:
BOARD OF COMMISSIONERS
OF WARREN COUNTY, OHIO:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Bruce A. McGary

By: Bruce A. McGary, Asst. Prosecutor

DATE: 12/10/19

EXHIBIT A

WARREN COUNTY TID PROGRAM LIST – December 2019

| <u>I-71/Fields-Ertel Mason-Montgomery Interchange</u> | | |
|--|---------------|----------|
| HAM/WAR IR71 19.41/0.00 - Gore Extension | Warren | Complete |
| HAM/WAR IR71 19.41/0.00 - Loop Ramp | Warren | Complete |
| I-71/Fields-Ertel Mason-Montgomery Inter. (incl. SB entrance Ramp) | Warren | Ongoing |
| <u>I-71/Western Row Road Interchange</u> | | |
| WAR-CR15-3.49 Columbia Rd Relocation | Warren | Complete |
| WAR IR 71 3.62 Western Row Road | Warren | Complete |
| <u>SR 73 Corridor</u> | | |
| WAR IR 75 10.02 - New Ramp C | Springboro | Complete |
| WAR SR 73/SR 741 5.88/15.67 – Intersection Improvements | Springboro | Complete |
| Reconstruction of SR 73 between Commerce Dr and Sharts Rd | Springboro | On-Hold |
| <u>Union Road (CR 33) Corridor</u> | | |
| SR 63 and Union Road Intersection | Monroe | Ongoing |
| Union Road Curve Realignment | Warren | Complete |
| Union Road and Greentree Road Intersection | Warren | Complete |
| <u>Wilkens Boulevard (CR610) Corridor</u> | | |
| Safety Improvements – Wilkens Blvd/Passport Dr | Warren | Complete |
| Signal System at intersections | Warren | Complete |
| Widening – Fields-Ertel Road to Socialville-Fosters Road | Warren | On-Hold |
| Wilkens Boulevard Extension | Warren | On-Hold |
| Wilkens Blvd/Bardes Road/Escort Drive Realignment | Warren | New |
| <u>SR 48 Corridor</u> | | |
| WAR-48-8.80 SR48/Mason-Morrow-Millgrove Road Intersection | South Lebanon | Complete |
| <u>Mason-Montgomery Road (CR21) Corridor</u> | | |
| Ph 1 – SB Add Lane from Fields-Ertel to Parkway Drive | Warren | Complete |
| Ph 2 – Widening to 7 lanes from Parkway Drive to Socialville-Fosters | Warren | Complete |
| Deerfield Towne Center – Right Turn Lane | Warren | Complete |
| <u>Socialville-Fosters Road (CR 32) Corridor</u> | | |
| Ph 1 - Innovation Way to Columbia Rd | Warren | Complete |
| Ph 2 – Mason Corp Limit to Innovation Way | Warren | On-Hold |
| Socialville-Fosters Road and Western Row Road Safety Improvement | Warren | Ongoing |

| Innovation Way (CR 383) Corridor | | |
|--|--------|----------|
| Ph 1 – Socialville Fosters to SB Interchange Termini | Warren | Complete |
| Ph 2 – Duke Blvd to Socialville Fosters | Warren | Complete |
| Duke Boulevard (CR 383) Corridor | | |
| Ph 1 – Irwin-Simpson Road to Innovation Way | Warren | Complete |
| SR 63 Corridor | | |
| Union Road to SR 741 | Warren | Ongoing |
| Striker Road | | |
| Striker Road south of Grandin Road | Warren | Complete |
| Mason-Morrow-Millgrove | | |
| Mason-Morrow-Millgrove Road Relocation | Warren | Complete |
| Columbia Road Corridor | | |
| Columbia Road Widening (between Fitzgerald Way and Socialville-Fosters Road) | Warren | New |
| County Highway Maintenance | | |
| Various County Roads | Warren | New |

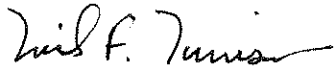
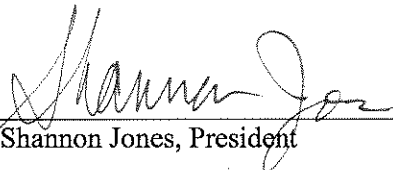
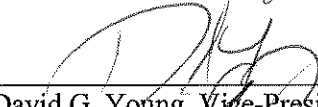
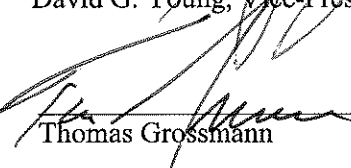
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|--|---|
| Warren County Transportation Improvement District | Warren County Board of County Commissioners |
|  _____ Neil F. Tunison Secretary-Treasurer |  _____ Shannon Jones, President |
| |  _____ David G. Young, Vice-President |
| |  _____ Thomas Grossmann |

EXHIBIT B

WARREN COUNTY TID PLEDGED REVENUE SUMMARY - December 2018

| COUNTY PLEDGED AMOUNT | |
|--|--|
| County Fund 484 (P&G TIF Fund) | |
| Year | Yearly Revenue Available for TID Projects |
| 2011 | \$ 1,000,000 |
| 2013 | \$4,992,959 |
| 2014 | \$3,943,889 |
| 2015 | \$3,592,520 |
| 2016 | \$3,505,051 |
| 2017 | \$3,497,832 |
| 2018 | \$3,781,232 |
| 2019 | \$3,842,715 |
| 2020 | \$3,500,000 |
| 2021 | \$3,500,000 |
| 2022 | \$3,500,000 |
| Total | \$38,029,368 |
| County Fund 451 (Highway Safety Improvement Program) | |
| 2011 | \$ 1,000,000 |
| 2015 | \$ 287,865 |
| Racino TIF Fund | |
| 2013 | \$ 750,000* |
| 2016 | \$ 3,100,000* |
| 2017 | \$ 150,000* |
| County Engineer Fund 202 | |
| 2016 | \$ 925,231 |
| 2017 | \$ 600,000 |
| 2019 | \$ 150,000 |

**Any portion of the County Pledged Amount fom County Fund 485-3120-335 (Racino TIF Fund) shall be allocated only to those TID Projects and purposes that are eligible for the use of Racino Tax Increment Financing Revenues established by Resolution Numbers 12-1391 and 12-1604 and related actions and agreements on file with the County.*

THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By: Neil F. Tunison
Neil F. Tunison, Secretary-Treasurer

THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO

By: Shannon Jones
Shannon Jones, Commissioner

By: David G. Young
David G. Young, Commissioner

By: Thomas Grossmann
Thomas Grossmann, Commissioner

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1683

Adopted Date December 10, 2019

ENTER INTO AGREEMENT WITH ARIN (AMERICAN REGISTRY FOR INTERNET NUMBERS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

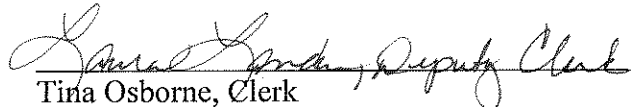
BE IT RESOLVED, to authorize the President of the Board to enter into an agreement with ARIN to allow registry of multiple communications options improving the Disaster Recovery Network on behalf of Warren County Telecommunications; copy of said agreement attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—American Registry for Internet Numbers, Ltd.
Telecom (file)

**AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
REGISTRATION SERVICES AGREEMENT**

This REGISTRATION SERVICES AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and WARREN COUNTY BOARD OF COMMISSIONERS ("Holder").

1. INTRODUCTION

(a) ARIN is a Regional Internet Registry serving the United States, Canada, and specific designated islands in the Caribbean Sea and North Atlantic Ocean. ARIN is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas.

(b) For purposes of this Agreement (i) the term "Included Number Resources" means the Internet number resources, which include without limitation registration rights for Internet Protocol ("IP") address space and Autonomous System Numbers ("ASN's"), issued or to be issued to Holder by ARIN, and any other number resources issued to Holder or its predecessor in interest prior to ARIN's inception on December 22, 1997 ("Legacy Number Resources") and specifically identified by Holder as subject to this Agreement; and, (ii) the term "Services" means the services that ARIN provides pursuant to this Agreement with respect to the Included Number Resources to Holder, including, without limitation, the inclusion of the registry entries for IP address space and/or ASN's, reverse name service on network blocks, Resource Public Key Infrastructure ("RPKI"), maintenance of resource records, and administration of IP address space; and (iii) any reference to "number resources" shall mean both IP address space and ASN's.

(c) In addition to the Agreement, the Services are subject to the terms and conditions of ARIN's Number Resource Policy Manual (as amended, supplemented, or otherwise modified as provided under Section 5), and other policies, guidelines and procedures adopted by ARIN (collectively, the "Policies") and published on ARIN's Website located at <http://www.arin.net> (the "Website"). This Agreement and the Policies are referred to collectively as the "Service Terms." In the event of any inconsistency between the Policies and this Agreement, the terms of this Agreement will prevail but solely to the extent of the inconsistency. This Agreement supersedes any prior or contemporaneous agreement between Holder and ARIN for Included Number Resources.

d) Because of the necessary role that ARIN performs for the Internet community, ARIN reserves the right, in its sole and absolute discretion, to amend, supplement, restate or otherwise modify any or all Policies at any time and from time to time, including the right to implement new Policies and/or make some or all Policies obsolete. ARIN will provide notice (pursuant to Section 14(i)) of Policy changes to Holder. ARIN will also publish Policy changes on its Website. Policy changes are effective immediately and binding on Holder upon the earlier of ARIN's notice to Holder or publication on ARIN's Website, at which time the Policy changes shall constitute a part of the Policies. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of such Policy changes.

(e) ARIN may only modify the terms of this Agreement under the following circumstances:

(1) The Board finds an immediate and compelling need to amend the Agreement due to a definable, discrete, identifiable change in relevant statute or caselaw; or

(2) Upon recommendation of the Board and ratification by Member vote.

Upon ARIN changing the terms of this Agreement, ARIN will provide notice of change in writing delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier. The effective date of such a change shall be no earlier than 90 days from the notice. ARIN will also publish the revised terms of the Agreement on its Website. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of the revised terms.

2. CONDITIONS OF SERVICE

(a) Compliance. In receiving or using any of the Services, Holder must comply with the Service Terms.

(b) Provision of Services and Rights. Subject to Holder's on-going compliance with its obligations under the Service Terms, including, without limitation, the payment of the fees (as set forth in Section 4), ARIN shall (i) provide the Services to Holder in accordance with the Service Terms and (ii) grant to Holder the following specified rights:

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- (1) The exclusive right to be the registrant of the Included Number Resources within the ARIN database;
- (2) The right to use the Included Number Resources within the ARIN database; and
- (3) The right to transfer the registration of the Included Number Resources pursuant to the Policies.

Holder acknowledges that other registrants with ARIN have rights that intersect or otherwise impact Holder's rights and/or use of the Included Number Resources, including, but not limited to, other registrants benefiting from visibility into the public portions of registrations of the Included Number Resources as further described in the Policies.

(c) Information and Cooperation. Holder has completed an application provided by ARIN for one or more Services (the "Application"). Holder must (i) promptly notify ARIN if any information provided in the Application changes during the term of this Agreement, and (ii) make reasonable efforts to promptly, accurately, and completely provide any information or cooperation required pursuant to the Service Terms or in response to any inquiry or request made to Holder by ARIN during the term of this Agreement. In addition, Holder shall promptly provide ARIN with complete and accurate information, and cooperation as required by any Service Terms or that ARIN requests in connection with ARIN's provision of any of the Services to Holder. If Holder does not provide ARIN with such information or cooperation that ARIN requests, ARIN may take such failure into account in evaluating Holder's subsequent requests for transfer, allocation or assignment of additional number resources, or requests for changes to any Services.

(d) Prohibited Conduct By Holder. In using any of the Services, Holder shall not: (i) disrupt or interfere with the security or use of any of the Services; (ii) violate any applicable laws, statutes, rules, or regulations; or (iii) assist any third party in engaging in any activity prohibited by any Service Terms.

(e) Cooperation With Government Authority. ARIN shall have the right, without liability or notice to Holder, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders ("Orders") with respect to Holder's use of any Service. ARIN shall have the right, without liability or notice to Holder, to follow any Order concerning any number resources or Holder's use of any Service, including an Order to stop any Service or to terminate this Agreement. ARIN shall, when legally permitted and to the extent allowed by an Order, notify Holder within a reasonable amount of time after receipt of an Order.

(f) Content Control. Holder acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

3. USE OF THE ARIN DATABASE

(a) Authorization. The Administrative Point of Contact ("POC") will be an employee designated by Holder who will be the principal point of contact between Holder and ARIN with respect to the Included Number Resources in the ARIN registry database, and have the sole right to designate other qualifying POCs of Holder with authority to modify the Included Number Resources in the ARIN registry database ("Authority"). The Administrative POC will also facilitate Holder's compliance with the terms and conditions of this Section 3. Upon ARIN's request, Holder will promptly provide ARIN with accurate documentation and information regarding the identity of the Administrative POC and any other POCs with the authority to act on behalf of Holder. Holder must notify ARIN promptly if: (i) the relationship between a POC and Holder is terminated; (ii) a POC's Authority is to be revoked; (iii) Holder has any reason to believe that a POC has granted or will grant a third party unauthorized access to the ARIN registry database or any portion thereof; or (iv) if Holder wants to designate a different Administrative POC. Notices to ARIN under this Section 3(a) must be given by email to hostmaster@arin.net or submitted through an authorized account via ARIN Online and will be effective when acknowledged as received by ARIN.

(b) Responsibility for Directory Services Data. Holder is responsible for the timely and accurate maintenance of directory services data (Whois) with respect to the Included Number Resources, as well as data concerning any organization to which Holder further sub-delegates the Included Number Resources.

(c) Holder Liability for Acts and Omissions. Holder is solely and exclusively responsible for all acts and omissions of its POCs and/or others acting by or on behalf of Holder, whether or not authorized in law or in fact. Holder is solely and exclusively responsible for the security of its access to and use of Included Number Resources in the ARIN registry database and for any loss or damage that Holder suffers based on its access or use of the ARIN registry database.

4. FEES AND PAYMENTS

(a) Fee Schedule. As a condition precedent to ARIN's duty to provide any Services, Holder shall pay ARIN for providing the Services in accordance with ARIN's Fee Schedule for Included Number Resources, which is

available on the Website. ARIN will have the right to change the Fee Schedule applicable to one or more Services, which change will be posted on the Website, provided that ARIN must set its fees in an open and transparent manner through the ARIN community consultation process. Any change to the Fee Schedule shall be effective upon publication on the Website and shall not be applied retroactively. Legacy maintenance fees cannot exceed the fees charged to comparable non-legacy holders for registration services as set forth in ARIN's Fee Schedule for comparable number resources.

(b) Initial Fees in Advance of Service. Prior to ARIN providing Holder with Services, Holder shall pay ARIN any applicable "initial fees" as set forth in the Fee Schedule, as well as any presently outstanding fees due to ARIN.

(c) Fee Notices and Outcomes. Holder will be notified in writing by an invoice from ARIN to pay its fees. Such invoice will be sent at least 30 days before payment is due. If Holder does not pay the fees due to ARIN under this Agreement when due, ARIN shall provide a second written notice to the Holder that will constitute the notice of delinquency (the "Delinquency Notice"). If Holder fails to make payment in response to the Delinquency Notice within thirty (30) days after the date of such Delinquency Notice, ARIN shall provide Holder with a final delinquency notice and make reasonable efforts to reach Holder telephonically (the "Final Delinquency Notice"). If, for any reason, Holder has not made such payment within thirty (30) days after ARIN provides the Final Delinquency Notice, ARIN has the right to: (i) stop providing Services, and/or (ii) if any invoice remains unpaid six (6) months after payment was due, terminate this Agreement and revoke the Included Number Resources. If the Services are stopped, Holder may have the Services restored if it brings its account current before revocation. To the extent the Included Number Resources have been revoked but not reissued by ARIN, Holder may seek to have such Included Number Resources restored if it contacts ARIN, brings its account current, pays an additional fee that ARIN may prescribe on its Fee Schedule, and signs the then-current Registration Services Agreement.

(d) No Refunds. All fees paid by Holder to ARIN are deemed fully earned upon receipt and are nonrefundable.

5. CURRENT AND FUTURE POLICIES

Pursuant to ARIN's Policy Development Process ("PDP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new policies (which once amended or implemented, becomes part of the Policies), or revoke existing Policies. Such amendments or new Policies shall be binding upon Holder immediately upon publication on ARIN's Website. Holder acknowledges and agrees to be bound by and comply with the Policies (as amended from time to time), except to the extent the Policies conflict with the terms of this Agreement.

6. REVIEW OF HOLDER'S NUMBER RESOURCES

Whenever a transfer or additional IP address space is requested by Holder, ARIN may review Holder's utilization of previously allocated or assigned number resources and other Services received from ARIN to determine if Holder is complying with the Service Terms. Except as set forth in this Agreement, (i) ARIN will take no action to reduce the Services currently provided for Included Number Resources due to lack of utilization by the Holder, and (ii) ARIN has no right to revoke any Included Number Resources under this Agreement due to lack of utilization by Holder. However, ARIN may refuse to permit transfers or additional allocations of number resources to Holder if Holder's Included Number Resources are not utilized in accordance with Policy.

7. NO PROPERTY RIGHTS

Holder acknowledges and agrees that: (a) the Included Number Resources are not property (real, personal, or intellectual) of Holder; (b) Holder does not and will not have or acquire any property rights in or to Included Number Resources by virtue of this Agreement; (c) Holder will not attempt, directly or indirectly, to obtain or assert any patent, trademark, service mark or copyright in any number resources in the United States or any other country; and (d) Holder will transfer or receive Included Number Resources in accordance with the Policies.

8. IMPACT OF VOLUNTARY RETURN OF NUMBER RESOURCES

Holder may voluntarily return to ARIN any portion of the Included Number Resources. If Holder returns any portion of the Included Number Resources, it may be eligible for certain benefits, including partial or permanent reduction in ARIN fees, as ARIN may from time to time prescribe.

9. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that: (a) it has the full power and authority to enter into and perform its obligations under this Agreement; (b) the assent to and performance by it of its obligations under this Agreement do not breach or conflict with any other agreement or arrangement by which it is bound; (c) it will comply

with this Agreement, the Policies and all applicable laws, regulations or rules, and (d) this Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

10. BANKRUPTCY

(a) If Holder: (i) files any petition under any chapter of the Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") or other insolvency or bankruptcy law; or (ii) has a petition filed against it under any insolvency or bankruptcy law; or (iii) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Holder's assets; or (iv) dissolves, liquidates or ceases its normal business, or indicates its intent to dissolve, liquidate, or cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Holder will promptly provide written notice thereof to ARIN. Upon such notice, or if ARIN otherwise learns of the occurrence of a Bankruptcy Event, ARIN may take such appropriate or lawful action, including, but not limited to, intervening in such Bankruptcy Event, to preserve its rights under this Agreement, including, but not limited to, ARIN's rights under Section 7. Holder agrees to consent to ARIN intervening in any such Bankruptcy Event and taking such other appropriate or lawful actions as ARIN determines, in its sole and absolute discretion, so that ARIN can protect its rights under this Agreement, including, but not limited to, Section 7.

(b) Holder acknowledges and agrees that this Agreement is executory.

(c) Holder further hereby acknowledges and agrees that none of the number resources, none of the Services, or nothing else provided by or on behalf of ARIN in connection therewith is or will be the property (real, personal, or intellectual) of Holder's bankruptcy estate within the meaning of Section 541 of the Bankruptcy Code.

(d) Upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default or breach under this Agreement shall constitute "cause" pursuant to Section 362(d) of the Bankruptcy Code for granting ARIN relief from the automatic stay or any other applicable injunction to exercise ARIN's rights and remedies under this Agreement, and Holder shall, and hereby does, consent to such relief.

11. [INTENTIONALLY LEFT BLANK.]

12. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) **DISCLAIMER OF WARRANTIES. HOLDER ACKNOWLEDGES AND AGREES THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE INCLUDED NUMBER RESOURCES AND THE REGISTRATION THEREOF, ARE PROVIDED ON AN "AS-IS" BASIS WITH ALL RISKS AND FAULTS ASSOCIATED THEREWITH. EXCEPT AS PROVIDED IN SECTION 9 (REPRESENTATIONS AND WARRANTIES) ABOVE, ARIN MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WITH RESPECT TO ANY SERVICES OR ANY INCLUDED NUMBER RESOURCES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF REQUIREMENTS, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, TRADE OR USAGE. AND ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED BY ARIN AND WAIVED BY HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARIN DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY SERVICE OR INCLUDED NUMBER RESOURCE, OR ANY ACCESS OR USE THEREOF: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET HOLDER'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE THAT HOLDER USES.**

(b) **EXCLUSION OF LIABILITIES AND DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH ANY SERVICES, ANY INCLUDED NUMBER RESOURCES, OR OTHERWISE IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(c) **LIMITATION OF LIABILITY. IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL A PARTY'S LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY,**

INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, EXCEED IN THE AGGREGATE THE GREATER OF (i) THE AMOUNT PAID BY HOLDER TO ARIN FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) ONE HUNDRED U.S. DOLLARS (US\$100.00).

13. TERM AND TERMINATION

(a) Term. Unless earlier terminated in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence on the date Holder first receives any Service and shall continue for one (1) year thereafter. This Agreement shall renew automatically unless earlier terminated in accordance with the termination provisions of this Agreement.

(b) Suspension of Services or Termination of Agreement for Cause by ARIN. ARIN shall have the right to suspend Services without notice to Holder if Holder breaches any of Sections 2(c), 2(d), 4 or 7. In addition, ARIN may immediately suspend Services upon written notice to Holder pursuant to Section 2(e) or if Holder breaches Section 2(d) or Section 11. Upon ARIN's written notice to Holder, ARIN shall have the right to immediately terminate this Agreement for cause for: (i) Holder's failure to pay fees pursuant to Section 4; (ii) Holder's material breach of Section 2(c), Section 2(d) or Section 7; or (iii) pursuant to Section 2(e). If Holder breaches any other provision of this Agreement and such breach remains uncured by Holder (as determined by ARIN in its reasonable determination) for sixty (60) days after the date of ARIN's written notice of the breach, ARIN shall have the right to terminate this Agreement for cause. Holder may utilize Section 14(k) to dispute any ARIN termination or suspension of Services.

ARIN shall provide notice of termination of this Agreement in writing to Holder, delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, or (iii) reputable overnight courier.

(c) Termination for Cause by Holder. Holder may terminate this Agreement for cause, by giving written notice thereof to ARIN, if: (i) ARIN materially breaches this Agreement and such material breach remains uncured for sixty (60) days after ARIN's receipt of written notice of the breach from Holder; (ii) ARIN refuses to provide the Services with respect to Holder's Included Number Resources, except where ARIN has stopped the Services or terminates this Agreement as permitted herein; (iii) ARIN enforces any Policy against Holder which has been applied in violation of this Agreement and does not remedy any material adverse effect caused by such action within sixty (60) days' after written notice thereof; or (iv) ARIN assesses a Maintenance Fee in violation of Section 4(a) and does not cure such violation within sixty (60) days' after written notice thereof. If ARIN formally disputes Holder's right to terminate this Agreement, ARIN shall respond in writing to Holder and may deny its actions are a breach or alternatively indicate its corrective action. Any failure of ARIN to respond to Holder in writing shall constitute a denial of the breach and create a dispute between the parties which will be resolved pursuant to Section 14(k). If the Holder still seeks to terminate this Agreement for cause after receiving a response from ARIN, it must bring action pursuant to Section 14(k), and obtain a judgment by the Arbitrator chosen for this purpose that such cause to terminate exists. If such a cause for termination is found by the Arbitrator against ARIN, this Agreement will be terminated, ARIN will be under no obligation to provide any of the Services under this Agreement. Upon termination, Included Number Resources that were Legacy Number Resources immediately prior to being brought under this Agreement shall resume their status as Legacy Number Resources, and all other Included Number Resources shall be returned to ARIN.

(d) Voluntary Termination by Holder with Return of Included Number Resources to ARIN. Holder shall have the right to terminate this Agreement at any time if it returns to ARIN, without limitation, all rights to Included Number Resources. If Holder wishes to terminate this Agreement in accordance with this Section 13(d), the Holder must submit written notice to ARIN of its intent to return, in total, all Included Number Resources, and ARIN will accept the return of the Included Number Resources thirty (30) days after such notice being provided.

(e) Effect of Termination. Except as described in Section 13(c) and 14(k), if this Agreement is terminated, then (i) ARIN will immediately revoke the Included Number Resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) Holder remains liable for all fees payable to ARIN for Services rendered up to and including the date of termination.

(f) Survival. The defined terms and the following sections of this Agreement, as well as any other provision which by its nature survives termination, will survive termination of this Agreement and remain in effect: 2(e), 2(f), 4(d), 7, 10, 11, 12, 13(e), 13(f) and 14.

14. GENERAL PROVISIONS

(a) Assignment.

- (i) Holder may not assign or transfer, whether voluntarily or by operation of law, this Agreement or any of its rights or obligations under it, without ARIN's prior written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies as included in the Policies. The event of any transaction (whether a merger, acquisition, or sale) in which Holder's controlling managerial and/or voting interest changes during the term of this Agreement shall be considered an assignment. Any attempt by Holder to assign or transfer this Agreement or any rights or obligations under it, other than as provided in this Section 14(a)(i), will be of no force or effect.
- (ii) ARIN shall have the right to freely assign this Agreement upon written notice to Holder if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Agreement.
- (b) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.
- (c) Entire Agreement. This Agreement and the Policies (which are hereby incorporated by reference to the extent they do not conflict with this Agreement) constitute the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the Included Number Resources or any Services which are the subject matter of this Agreement. All other agreements between Holder and ARIN for number resources other than the Included Number Resources or any Services associated with such number resources, if any, remain unchanged by this Agreement.
- (d) Waiver. No waiver of any provision or consent to any action under this Agreement will constitute a waiver of any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.
- (e) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.
- (f) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to Holder, its permitted successors and permitted assigns.
- (g) No Third-Party Rights. This Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.
- (h) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one. The word "including" means "including, without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision. Unless the context of this Agreement otherwise requires, words using singular or plural number also include the plural or singular number, respectively. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.
- (i) Written Notice. All "written notice" or notice required or permitted to be given in writing under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier, (iv) electronic mail, (v) electronic messaging via ARIN Online, or (vi) facsimile. If Holder gives notice to ARIN, it must use ARIN's current address, which is currently: ARIN, Attention: Financial and Legal Services Department, PO Box 232290, Centreville, VA 20120, or the following email address: compliance@arin.net. ARIN shall update Holder with any changes to this address by written notice pursuant to this Section. If ARIN provides notice to Holder, ARIN must use the contact information provided by Holder to ARIN during the application process or other contact information provided by Holder in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. or registered international mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, (iv) if by electronic mail, 24

hours after the message was sent, if no "system error" or other notice of non-delivery is generated, or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.

(j) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities or any event similar to the foregoing (each a "Force Majeure Event"). In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the force majeure event. If, pursuant to this force majeure provision, a party terminates this Agreement, ARIN will cease to provide Services under this Agreement and the Included Number Resources will resume the status they had prior to this Agreement.

(k) Governing Law, Jurisdiction, Venue and Dispute Resolution.

(i) This Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and, as applicable, the United States of America.

(ii) In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree that upon the request of either party any unresolved dispute(s) shall be submitted to binding and final arbitration for resolution. If Holder's principal place of business is in the United States, such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. If the Holder's principal place of business is in Canada, such arbitration shall be held in Ottawa, Canada, or by agreement of both parties at any other location, in accordance with the rules of the locally prevalent equivalent of AAA arbitration rules then in effect. If Holder's principal place of business is in any country other than the United States or Canada but otherwise within ARIN's service region, such arbitration shall be held in Miami, Florida, or by agreement of both parties at any other location, in accordance with the rules of the AAA then in effect. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA or, as applicable, the locally prevalent equivalent of AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. Notwithstanding the foregoing in this Paragraph, either party may bring an action before the United States District Court for the Eastern District of Virginia or the Circuit Court for Fairfax County, Virginia for a temporary restraining order, preliminary injunction and/or other injunctive relief to seek to maintain the status quo between the parties pending resolution of the dispute(s) in accordance with the terms of this Paragraph; provided that, for a Canadian domiciled entity, such action may also be brought in the above listed US courts, the Ontario Superior Court of Justice for those domiciled in Ontario, or the equivalent court in the Canadian province where the entity is headquartered.

(iii) If Holder is part of a national, state, or local government authority whose laws or regulations strictly require that the laws of that particular jurisdiction or domicile must apply to this Agreement and ARIN is provided with written substantiation of such requirement reasonably acceptable to ARIN, this Agreement shall also be governed pursuant to such laws. If there is a dispute regarding applicability of such laws to this Agreement, it shall be resolved in accordance with Section 14(k)(ii).

(l) Subsequent Version(s). If any subsequent version(s) of the Registration Services Agreement is authorized by ARIN, the parties may choose to substitute a signed copy of the then-existing subsequent version, with all its terms, instead of this Agreement, and the Included Number Resources and other Services will then be governed by the subsequent version. The consideration for such change is the original agreement and the agreement to abide by the revised terms. There is no requirement for a Holder who has signed this Agreement to engage in any subsequent version.

(m) Expenses. Except as specifically set forth in this Agreement, the parties agree to pay their own expenses related to this Agreement.

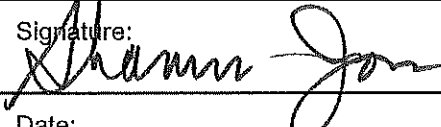
(n) Amendment. Except as set forth in Section 1(d), no amendment of any provision of this Agreement shall

be valid unless in writing and signed or authorized in writing by ARIN, which writing specifically references such as an amendment to this Agreement.

(o) Execution. This Agreement may be executed by a party's signature and copies of this Agreement so executed and delivered shall have the same force and effect as an original. This Agreement may be executed in two (2) or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each party hereby accepts, without modification, all of the terms and conditions of this Registration Services Agreement.

| Agreed: (This section to be completed by Holder) | Authorized Officer |
|---|--|
| Legal Name of Company (Holder): WARREN COUNTY BOARD OF COMMISSIONERS | Name (Print): Shannon Jones |
| D/B/A (if any): | Title (Print): President |
| ORG ID: WCBC-8 | Signature:  |
| Ticket Number: 20191002-X547782 | Date: 12/10/19 |
| Billing Contact Information if different from authorized officer | Contact Information of Authorized Officer |
| Name (Print): | Phone: |
| Title (Print): | E-Mail: |
| Phone: | Street Address: |
| E-Mail: | City and State: |
| Street Address | Postal Code: |
| City and State | Country: |
| Postal Code: | |
| Country: | |

American Registry for Internet Numbers, LTD. By: (This section to be completed by ARIN)

| ARIN's Authorized Contracting Agent | |
|-------------------------------------|------------|
| Name (Print): | Signature: |
| | Date: |

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1684

Adopted Date December 10, 2019

ENTER INTO MASTER SOFTWARE AGREEMENT WITH IDERA, INC. ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Purchase Order 19001563 was certified on November 19, 2019 between SHI INTERNATIONAL CORP. AND Warren County Telecommunications for the SQL Database System and a Master Service Agreement with Idera, Inc. must be accepted for Software Licenses as part of the SQL Database on behalf of Warren County Telecommunications; and

NOW THEREFORE BE IT RESOLVED, to enter into Master Software Agreement with Idera, Inc. on behalf of Warren County Telecommunications; copy of said agreement attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Idera, Inc.
Telecom (file)

MASTER SOFTWARE LICENSE AGREEMENT

Idera, Inc.

2950 North Loop Freeway West

Suite 700

Houston, Texas 77092

Phone: (713) 862-5250; Fax: (713) 862-5210

THIS MASTER SOFTWARE LICENSE AGREEMENT, dated as of November 26, 2019, between Idera, Inc., a Texas corporation ("Idera"), and Warren County Telecommunications of the State of Ohio ("Customer"), sets forth the terms and conditions whereby Idera agrees to provide to Customer and Customer agrees to acquire from Idera one or more licenses to use certain software and documentation and maintenance services related thereto, owned or licensed by Idera or a subsidiary of Idera. Each individual license under this Agreement will be defined in a Purchase Order. Each Purchase Order shall be executed separately and, when so executed by both parties and delivered to Idera, shall constitute and be construed as a separate agreement consisting of the terms and conditions contained in such Purchase Order together with the terms of this Agreement. To the extent any terms or conditions contained in a Purchase Order conflict with the terms or conditions contained in this Agreement, the terms and conditions of such Purchase Order shall supersede only those conflicting terms or conditions contained in this Agreement and only to the minimum extent necessary to harmonize the terms in such Purchase Order with the terms contained herein. This Agreement specifically supersedes and replaces the terms and conditions of all prior agreements between Idera and Customer relating to the software licensed hereunder, including, but not limited to, any shrink-wrap agreements, click-wrap agreements or any demo or trial agreements which may accompany or be embedded in Idera's products or which have been previously in force between the parties. All Exhibits, Schedules, Annexes, Purchase Orders referred to herein are hereby incorporated into this Agreement by this reference and made a part hereof. If Customer is evaluating Evaluation Software (as defined in Section 16 below), then only the terms and conditions of Section 16 below (including those Sections of this Agreement incorporated therein by reference) will govern Customer's temporary use of such Evaluation Software (and no other terms of this Agreement shall apply to Customer or govern Customer's use of Evaluation Software) and upon purchase of a commercial license for such Evaluation Software, this entire Agreement, exclusive of Section 16, shall apply to Customer and govern all use of the Licensed Material (as defined below). In consideration of the mutual promises and agreements contained herein, the parties hereto also agree as follows:

GENERAL TERMS AND CONDITIONS

1. Definitions –

- (a) "Agreement" means this master software license agreement, together with all exhibits, schedules, annexes and Purchase Orders made a part hereof in accordance with the terms of this Agreement and all amendments, modifications, supplements and alterations thereto effected in accordance with the terms of this Agreement.
- (b) "Americas Territory" means those geographical areas found within the boundaries of North America and South America (but excluding Cuba).
- (c) "Asia Pacific Territory" or "AsiaPac Territory" means those geographical areas found within the boundaries of Asia and Australia/Pacific (but excluding North Korea).
- (d) "CLU" means (i) with respect to non-virtual environments, one (1) physical CPU Unit as calculated pursuant to Section 2(c) below; and (ii) with respect to virtual environments, up to four (4) virtual CPUs allocated to a virtual machine as calculated pursuant to Section 2(c) below.
- (e) "Confidential Information" means all technical and non-technical information in both tangible and intangible form, including, but not limited to, product design information, software code, technical information, customer information, discounting, cost and pricing information, financial information and the results derived from or methodology employed by Customer in conducting any benchmark testing of the Licensed Software; provided that the term "Confidential Information" shall not include information which the recipient can show by reasonable proof (i) to have been known by the recipient prior to the time of disclosure by the disclosing party, (ii) to have become part of the public domain through no fault or breach of this Agreement by the recipient, (iii) to have been disclosed to the recipient in good faith by a third party who is not under any obligation of confidence or secrecy to the disclosing party at the time such third party discloses the information to the recipient or (iv) to have been compelled to be produced by a court of competent jurisdiction, provided that the recipient shall first give notice to the disclosing party of any such request or order of the court to give the disclosing party an opportunity to contest or limit said request or order of the court.
- (f) "CPU" means the logic circuitry that responds to and processes the instructions that run a computer and/or that access or runs the Licensed Software and each CPU may be comprised of multiple processing cores, each of which may be configured to independently act as an individual CPU and shall, when so

configured, be deemed a separate CPU under this definition for purposes of this Agreement.

- (g) "Error" means any error, defect or omission that (i) is discovered in the Licensed Software, (ii) is reproducible and (iii) prevents its operation substantially in accordance with the Licensed Documentation.
- (h) "Europe, Middle East and Africa Territory" or "EMEA Territory" means those geographical areas found within the boundaries of Europe, Middle East and Africa, including countries in the former Soviet Union (but excluding Syria, Iran and Sudan).
- (i) "Licensed Country" means, with respect to any Single Seat License, Workstation License, Concurrent Users License, Network Named User License, Named User License or CPU License, the country designated in the applicable Purchase Order or, in the absence of such designation, the country listed in such Purchase Order as the "ship to" address; provided that in the case of a country within the European Union, the "Licensed Country" shall be the European Union.
- (j) "Licensed Documentation" means the published user manuals that Idera makes generally available for the Licensed Software.
- (k) "Licensed Material" means the Licensed Software and the Licensed Documentation.
- (l) "Licensed Software" means the machine-readable object code version of (i) the software specified on each Purchase Order, whether embedded on disc, tape, internet download site or other media and (ii) all Updates for the Licensed Software that Customer is entitled to receive in connection with its receipt of Maintenance Services pursuant to Section 4 of this Agreement.
- (m) "Maintenance Services" means the technical support services provided by Idera pursuant to Section 4 hereof.
- (n) "Maintenance Term" means the period of time for which Customer has purchased Maintenance Services, as evidenced by the Purchase Order delivered by Customer in connection therewith, together with all renewals effected in accordance with Section 4 of this Agreement.
- (o) "Monitored Element" or "Monitored Device" means a physical server, virtual server, network device or any system or device with an IP address.
- (p) "Purchase Order" means (i) Idera's standard price quote, purchase order, order form or purchase confirmation, as such

document may be amended, supplemented or modified from time to time in accordance with this Agreement or (ii) any other non-Idera price quote, purchase order, order form or purchase confirmation delivered by Customer to Idera but solely to the extent permitted by and delivered in accordance with Section 15.

- (q) "Territory" means, with respect to a Concurrent User License, the geographical area in which the Licensed Software may be accessed and used, which geographical area may be any one, and only one, of the following three geographic areas: Americas Territory, the EMEA Territory or the AsiaPac Territory, as specified pursuant to Section 2(a) below.
- (r) "Update" means any revision, enhancement, improvement or modification to or programming fix for the Licensed Software or Licensed Documentation which Idera makes generally available, incorporates into and makes a part of the Licensed Software or Licensed Documentation and does not separately price or market.

2. LICENSE –

- (a) **Use** – Subject to the terms and conditions of this Agreement, including, but not limited to the applicable licensing restrictions set forth in Section 2(b) below, and subject further to Customer's full compliance herewith and according to the scope, time period and other terms indicated on the applicable Purchase Order delivered in connection with this Agreement, Idera hereby grants Customer and Customer hereby accepts from Idera, a perpetual, non-exclusive and non-transferable right and license to install the Licensed Software on computer hardware that is owned or operated by or on behalf of Customer, to access and use the Licensed Material in accordance with the applicable restrictions and conditions contained in this Agreement and to copy the Licensed Material as permitted by this Agreement. Customer's right to use the Licensed Material shall extend to use by third parties under a written agreement with Customer to provide outsourcing services for Customer's own internal business operations; provided, that (i) such third parties have agreed to abide by the terms of this Agreement and (ii) Customer shall remain primarily liable for all acts and omissions by such third parties.

- (b) **License Usage and Restrictions** – Customer acknowledges and agrees that, as between Customer and Idera, Idera or its subsidiaries owns and shall continue to own all right, title, and interest in and to the License Material, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant Customer any ownership interest in or to the Licensed Material, but only a limited right and license to use the Licensed Materials in accordance with the terms of this Agreement and each applicable Purchase Order. Customer further acknowledges and agrees that the licenses granted hereunder and the restrictions applicable to Customer's installation and use of the License Software will vary according to the type of Licensed Software purchased by Customer and the type of license purchased by Customer. One or more of the restrictions set forth in this Section 2 may apply to the Licensed Software depending upon the type of licensed purchased and the terms contained in the applicable Purchase Order relating to the Licensed Software. Customer is encouraged to carefully review all terms and restrictions contained in this Section 2 and each Purchase Order. Customer hereby agrees to the following license restrictions and conditions applicable to the Licensed Software as set forth in the Purchase Orders delivered by Customer under this Agreement:

- (i) For all Licensed Software made generally available by Idera on a "per-instance" basis and licensed hereunder by Customer on a "per-instance" basis, Customer may install, operate and use such Licensed Software on one (1) instance per license purchased by Customer;
- (ii) For all Licensed Software made generally available by Idera on a "per-server" basis and licensed hereunder by Customer on a "per-server" basis, Customer may install, operate and use such Licensed Software on

one (1) physical or one (1) virtual server per license purchased by Customer;

- (iii) For all Licensed Software made generally available by Idera on a "per-user" or "per-seat" basis and licensed hereunder by Customer on a "per-user" or "per-seat" basis, Customer may install and operate such Licensed Software on any number of physical servers or virtual servers or install and use any number of Instances of the Licensed Software but Customer shall not access and use such Licensed Software by more than one (1) user per license purchased by Customer;

- (iv) For all Licensed Software made generally available by Idera on a "per-Monitored Element" or "per-Monitored Device" basis and licensed hereunder by Customer on a "per-Monitored Element" or "per-Monitored Device" basis, Customer may install, operate and use such Licensed Software to monitor one (1) Monitored Element or Monitored Device per license purchased by Customer;

- (v) For all Licensed Software expressly specified in a Purchase Order as a "Site-License," Customer may install, operate and use the Licensed Software on any number of Instances, CPUs, seats, workstations, physical servers or virtual servers physically located at the building or computing facilities specified in the Purchase Order by address as the site and may do so with any number of users or seats;

- (vi) For all Licensed Software expressly specified in a Purchase Order as an "Enterprise-License," Customer may install, operate and use the Licensed Software on any number of Instances, CPUs, physical servers or virtual servers and may do so with any number of users or seats; provided, that periodically upon Idera's written request Customer shall provide Idera with a written report evidencing actual installation and usage of the License Software and pay for all excess license usage in accordance with the terms of Idera's standard true-up addendum (the terms of which are incorporated herein by reference upon Customer purchasing such enterprise license);

- (vii) For all Licensed Software made generally available by Idera on a "per-CLU" basis and licensed hereunder by Customer on a "per-CLU" basis (each, a "CLU License"), Customer may install, operate and use such Licensed Software on one (1) CLU per license purchased by Customer and the additional terms and conditions set forth in Section 2(c) below shall apply;

- (viii) For all Licensed Software made generally available by Idera on a "single seat" or "workstation" basis and licensed hereunder by Customer on a "single seat" or "workstation" basis (a "Single Seat License" or "Workstation License"), Customer may install and operate such Licensed Software on one (1) computer for use by one (1) end user within the Licensed Country;

- (ix) For all Licensed Software made generally available by Idera on a "concurrent users" basis (each, a "Concurrent License") and licensed hereunder by Customer as a Concurrent License, Customer may install and operate such Licensed Software on a network within the Licensed Country to be used concurrently on different computers by up to the authorized number of users for which Customer has purchased a license, provided that the Licensed Software is accessed and used only in the Territory;

- (x) For all Licensed Software made generally available by Idera on a "network named user" or "named user" basis and licensed hereunder by Customer on a "network named user" or "named user" basis (a

"Network Named User License" or "Named User License"), Customer may install and operate such Licensed Software on one or more computers and designate one (1) person in Customer's organization (the "Named User") who shall have the right to use the Licensed Software within the Licensed Country, provided that only the Named User uses the Licensed Software;

- (xi) For all Licensed Software made generally available by Idera on a "CPU" basis and licensed hereunder by Customer on a "CPU" basis (a "CPU License"), Customer may install and operate such Licensed Software on any number of computers within the Licensed Country, provided that at no time may the Licensed Software be used to monitor more than the authorized number of CPUs for which Customer has purchased a license;
- (xii) If Customer has purchased a license for ER/Studio Team Server or ER/Studio Portal, such license is an exclusive connection license and may only be installed on Customer's computers up to the total number of licenses purchased to connect to a single server; provided, that such licenses may be reapportioned to different users up to the total number of license purchased;
- (xiii) Customer may not mix and match or use ER/Studio Team Edition licenses with ER/Studio Enterprise licenses or other ER/Studio editions which can connect to the repository applicable to ER/Studio; and
- (xiv) Customer shall not connect non-Team Edition of ER/Studio, such as ER/Studio Enterprise, to the Team Edition repository applicable to ER/Studio and if Customer has purchased a license for ER/Studio Team Edition, Customer must upgrade all existing ER/Studio licenses having repository connectivity to ER/Studio Team Edition.

For any Licensed Software that is restricted by a Licensed Country or Territory, temporary usage of such Licensed Software by a user outside the Licensed Country or Territory is permitted while such user is traveling provided that all such usage does not exceed thirty (30) days in any twelve-month period. In no event shall Customer install, operate, use or access the Licensed Software in contravention of the foregoing restrictions applicable to the Licensed Software or any other restrictions contained in this Agreement.

- (c) **Additional Terms Governing CLU Licenses** – The following additional terms and conditions contained in this Section 2(c) shall apply to all Licensed Software licensed to Customer by Idera on a per-CLU basis.

(i) In non-virtual environments, the total physical CPUs each requiring an individual CLU License is calculated as the sum of (A) the number of licensed physical CPU sockets on the system motherboard that are populated with physical CPUs, each of which may have up to four (4) cores without requiring an additional CLU License in respect of Excess Cores (as defined below) as provided in clause (B) below (such initial four cores, the "Base Cores"), and (B) the sum of all Excess Cores calculated in accordance with this Section 2(c)(i). The term "Excess Cores" means, with respect to each physical CPU populated in a socket, the quotient of the aggregate number of all additional cores in excess of the Base Cores for such CPU divided by four (4) and rounded up to the nearest whole number. For example, if there is a two-socket server with each physical CPU socket populated with an eight-core processor, four (4) Physical CPU Units are counted (two in respect of the physical CPUs and two in respect of the cores in excess of the Base Cores per CPU) and four (4) CLU Licenses for the Licensed Software are required. If there is a two-socket server with each physical CPU socket populated with a six-core processor, four (4) Physical CPU Units are counted (two in respect of the physical CPUs and two in respect of the cores in excess of the

Base Cores per CPU) and four (4) CLU Licenses for the Licensed Software are required.

(ii) In virtual environments, a virtual CPU requiring an individual CLU License is defined as up to four (4) virtual CPUs allocated to a virtual machine. For example, if four (4) virtual CPUs are allocated to a virtual machine, four (4) Virtual CPU Units are counted and one (1) CLU License for the Licensed Software is required. If seven (7) virtual CPUs are allocated to a virtual machine, seven (7) virtual CPUs are counted and two (2) CLU Licenses for the Licensed Software are required.

- (d) **Copies & Disaster Recovery** – Customer may make a reasonable number of back-up archival copies of the Licensed Software. In the event of any outage that results in the complete failure of the computer system upon which Customer has installed the Licensed Software, Customer's right to use the Licensed Software shall include, during the pendency of such outage, the temporary right to use the Licensed Software in a replacement computing environment substantially similar to the original computing environment upon which the Licensed Software was installed immediately prior to such outage. Customer shall reproduce all confidentiality and proprietary notices on each of the copies permitted hereunder and maintain an accurate record of the location of each of the copies. Customer shall not otherwise copy or duplicate the Licensed Material. Customer shall not reverse engineer, disassemble, translate, modify, adapt, or decompile the Licensed Material or apply any procedure or process to the Licensed Material in order to ascertain, derive, and/or appropriate the source code or source listings for the Licensed Software or any trade secret or other proprietary information contained in the Licensed Software.
- (e) **Maintenance Optional** – Customer's right to use the Licensed Software shall survive any election by Customer to terminate or not renew Maintenance Services from Idera.
- (f) **Other Services** – All licenses and Maintenance Services purchased by Customer in respect of the Licensed Material shall be governed by this Agreement, together with the applicable Purchase Orders delivered hereunder. Unless otherwise agreed by the parties in writing, all other services purchased by Customer in respect of the Licensed Software, if any, including implementation services, training services and professional services (collectively, "Ancillary Services"), shall be governed solely by a separate written mutually acceptable services agreement entered into by the parties or, in the absence of such agreement, Idera's standard professional services agreement, and acceptance of the Licensed Material shall not be contingent upon Customer's acceptance of any such Ancillary Services.

3. DELIVERY AND PAYMENT TERMS –

- (a) **Delivery** – All Licensed Material shall be delivered by Idera to Customer via electronic delivery using a secure internet download site. Ownership of the all licenses purchased hereunder and risk of loss for the related Licensed Materials shall be deemed to have passed to Customer once Idera has made the Licensed Material available for download by Customer, notified Customer of the availability of the Licensed Material for download and provided Customer with License Keys necessary for the installation and operation of the Licensed Software.
- (b) **Payment** – Upon delivery of a Purchase Order by Customer, Idera shall deliver an invoice to Customer specifying the license fees and Maintenance Services fees payable pursuant to such Purchase Order. Customer shall pay all license fees and Maintenance Services fees specified therein within thirty (30) days of Customer's receipt of such invoice. All fees payable by Customer in respect of such Ancillary Services may be separately invoiced. Customer's payment obligation with respect to all license fees and Maintenance Services fees owing hereunder shall be independent of the provision of Ancillary Services, whether or not such Ancillary Services are separately invoiced. Any late payment of any amount owing hereunder shall accrue interest at a rate equal to the lesser of (i) 15% per annum and (ii) the maximum rate permitted by law.

- (c) **Taxes** – All payments referred to in this Agreement are exclusive of value added tax, sales tax and any other applicable taxes, duties or imposts which (with the exception only of those based on Idera's income) shall also be payable by Customer in accordance with applicable law.

4. MAINTENANCE – Idera does not warrant that the Licensed Software will operate error-free or may be used error-free. Upon Customer's payment of the Maintenance Services fees associated with the Maintenance Term purchased by Customer for the Licensed Software specified in a Purchase Order, Idera shall provide Maintenance Services in accordance with this Section 4 and in accordance with any additional Maintenance Services terms specified in such Purchase Order.

- (a) **Maintenance Agreement** – Idera or its authorized representative will provide Maintenance Services for the Licensed Software during each Maintenance Term. Maintenance Services includes problem determinations, reasonable problem resolutions, provisioning of software program temporary fixes and new releases. Maintenance Services shall also include the additional Maintenance Service terms expressly set forth in writing in the applicable Purchase Order delivered by Customer, which are hereby incorporated herein by reference. Maintenance Services shall entitle Customer to receive, at no additional cost, all Updates.
- (b) **Additional Maintenance Term** – Upon expiration of each Maintenance Term, Maintenance Services shall automatically renew for an additional 12-month Maintenance Term and Idera will invoice Customer unless Idera or its authorized representative is notified by Customer in writing at least sixty (60) days prior to the expiration of the current Maintenance Term that Customer will not purchase Maintenance Services for another Maintenance Term.
- (c) **Reinstatement** – If Customer terminates Maintenance Services or elects not to renew Maintenance Services, Customer may, at its option, purchase Maintenance Services within one year of such termination or non-renewal by providing notice to Idera and making payment of Idera's then-current list maintenance fees for the upcoming 365-day period plus an amount equal to 1.5 times the Maintenance Services fees that would have accrued during the period subsequent to such termination or non-renewal, had Customer not terminated or elected not to renew Maintenance Services.

5. PROPRIETARY RIGHTS – Customer shall not acquire, by virtue of this Agreement, any right or license other than as expressly provided herein. Customer shall not reproduce the Licensed Material or other confidential or proprietary information of Idera, except as provided in this Agreement. All proprietary rights in and to the Licensed Material and all Evaluation Software (as defined in Section 16 below), all derivatives, translations, modifications, adaptations, improvements, enhancements or developments thereof and all confidential or proprietary information of Idera, including without limitation, all rights under and with respect to patents, copyrights, trademarks and rights under the trade secret laws of any jurisdiction shall remain the sole property of Idera or its applicable licensor, whether recognized by or perfected under applicable local law. Customer shall promptly notify Idera of any infringement of Idera's proprietary rights of which it becomes aware.

6. LIMITED WARRANTIES

- (a) **Warranty** – Idera warrants to Customer that during the first thirty (30) days after purchase of the Licensed Software (the "Warranty Period") such Licensed Software will perform substantially as described in the accompanying Licensed Documentation. Idera does not warrant that (i) the Licensed Software will satisfy or may be customized to satisfy any of Customer's requirements or any other particular use or (ii) the use of the Licensed Software will be uninterrupted or error-free. Laws from time to time in force may imply warranties that cannot be excluded or can only be excluded to a limited extent. This Agreement shall be read and construed subject to any such statutory provisions.

- (b) **Remedies** – If (i) at any time during a Maintenance Term, the Licensed Software contains Errors which make the Licensed Software unable to perform substantially as described in the accompanying Licensed Documentation or (ii) during the Warranty Period, Idera breaches the warranty set forth in clause (a) above, then Customer shall promptly notify Idera of such Error or breach and Idera shall (A) use all commercially reasonable efforts to correct such Error or breach within thirty (30) days of notification or (B) provide Customer within thirty (30) days of notification with a plan acceptable to Customer for correcting such Error or breach. If such Error or breach is not corrected or if an acceptable plan for correcting such Error or breach is not established within such thirty (30) day period, Idera shall replace the defective Licensed Software or, if not practicable, accept the return of the defective Licensed Software and refund to Customer the amount paid for the defective Licensed Software, less depreciation based on a 3-year straight line schedule. Idera's obligations under this Section 6(b) shall be waived in the event such Error or breach is due to (i) any defect in or misconfiguration of the computer hardware upon which the Licensed Software is installed, (ii) improper handling or use of the software media by Customer, or (iii) an unauthorized alteration, revision or configuration of the Licensed Software or to Customer's computer system by Customer or its employees. Customer acknowledges that this Section 6(b) sets forth Customer's sole and exclusive remedy, and Idera's and its authorized representatives' sole and exclusive liability, for any breach of warranty, Error or failure of the Licensed Software to function properly.

- (c) **Disclaimer** – EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE LICENSED MATERIAL, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY IDERA OR ITS AUTHORIZED REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN AND DISCLAIMED.

7. INDEMNITY

- (a) **Indemnity** – Subject to this Section 7 and Section 8 below, Idera agrees to indemnify, defend and hold harmless Customer from and against all claims, damages, losses, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of any claim by a third party asserting that the Licensed Material or any of Customer's use thereof, infringes upon any third party's patent, copyright or trademark, provided that (i) Customer promptly notifies Idera in writing no later than thirty (30) days after Customer's notice of any potential claim, (ii) Customer permits Idera to defend, compromise or settle the claim, and provided further that no settlement intended to bind Customer shall be made without Customer's prior written authorization and (iii) Customer gives Idera all available information, reasonable assistance, and authority to enable Idera to do so.
- (b) **Alternative Remedy** – If a claim described in Paragraph 7(a) may or has been asserted, Customer will permit Idera, at Idera's option and expense, to (i) procure the right to continue using the Licensed Material, (ii) replace or modify the Licensed Material to eliminate the infringement while providing functionally equivalent performance or (iii) accept the return of the Licensed Material and refund to Customer the amount actually paid to Idera or its authorized representative for such Licensed Material, less depreciation based on a 3-year straight-line depreciation schedule.
- (c) **Limitation** – Idera shall have no indemnity obligation to Customer hereunder if the violation or infringement claim results from (i) a correction or modification of the Licensed Material not provided by Idera or its authorized representative, (ii) the failure to promptly install an Update, (iii) the combination of the Licensed Software with other non-Idera software and (iv) continuing the allegedly infringing activity after receiving written notice of such infringement claim from Idera.

8. NO CONSEQUENTIAL DAMAGES – UNDER NO CIRCUMSTANCES WILL IDERA OR ITS AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS BY CUSTOMER OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE LICENSED MATERIALS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, BREACH OF ANY INTELLECTUAL PROPERTY RIGHT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY INCURRED IN ANY ACTION OR PROCEEDING BY IDERA OR ITS AUTHORIZED REPRESENTATIVE EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC LICENSED SOFTWARE THAT DIRECTLY CAUSED THE DAMAGE.

9. CONFIDENTIALITY

(a) **Confidentiality.** – Customer acknowledges that the Licensed Materials incorporate confidential and proprietary information developed or acquired by or licensed to Idera and that all results of testing of the Licensed Software, whether performed by Customer or another third party, are confidential. In no event will Customer publish or disclose the results of any testing or performance specifications of the Licensed Software without Idera's express prior written consent. A party that receives Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") shall not: (i) export or re-export (within the meaning of US laws or other export control laws or regulations) any Confidential Information, except in strict compliance with US laws; (ii) reverse engineer any Confidential Information; or (iii) disclose or make available the Disclosing Party's Confidential Information to any of the Receiving Party's employees, agents, contractors or consultants or to any third parties, except those that have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure, than those contained in this Agreement and each of which have a "need to know" in order to carry out the purposes set forth in this Agreement. Each party shall take all reasonable precautions necessary to safeguard the confidentiality of all Confidential Information disclosed by the other party, including those precautions (A) taken by the disclosing party to protect its own Confidential Information and (B) which the disclosing party or its authorized representative may reasonably request from time to time. Neither party shall allow the removal or defacement of any confidentiality or proprietary notice placed on the Confidential Information disclosed by the disclosing party. The placement of copyright notices on Confidential Information shall not constitute publication or otherwise impair their confidential nature of such information.

(b) **Disclosure** – If an unauthorized use or disclosure of the disclosing party's Confidential Information occurs within the recipient party's enterprise, the recipient party will immediately notify the disclosing party or its authorized representative and take, at recipient party's expense, all steps which may be available to recover such Confidential Information and to prevent its subsequent unauthorized use or dissemination. Notwithstanding any term to the contrary in this Agreement, the parties acknowledge that Customer is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Customer's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Customer shall have no duty to defend the rights of Idera or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Customer will notify Idera of its intent to release records to the requestor. Idera shall have a maximum of five (5) business

days beginning with the date it receives notification to respond to the Customer by either accommodating the requestor or pursuing legal remedies to stop the Customer's release of requested information. Said notification shall relieve the Customer of any further obligation under any claim of Idera or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Idera and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

10. TERMINATION – Upon prior written notice to Idera, Customer may terminate this Agreement without any right to refund, except as otherwise expressly set forth in this Agreement. If Customer or any of Customer's employees, consultants, authorized representatives or permitted third parties breach any term or condition of this Agreement, Idera may terminate this Agreement, without judicial or administrative resolution or obligation to refund. This Agreement will terminate automatically if Customer ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up (other than for the purpose of reconstruction or amalgamation) or for any of the foregoing, makes an arrangement for the benefit of its creditors, enters into bankruptcy, suspension of payments, moratorium, reorganization or any other proceeding that relates to insolvency or protection of creditors' rights or takes or suffers any similar action in consequence of debt. Upon the termination of this Agreement for any reason, all rights granted to Customer hereunder will cease, and Customer will promptly (i) purge the Licensed Software and any related Updates from all of Customer's computer systems, storage media and other files, (ii) destroy the Licensed Material and all copies thereof and (iii) deliver to Idera an affidavit certifying that Customer has complied with these termination obligations. The provision of Sections 1, 3, 8 through 12, 14, 15 and 17 shall survive the termination of this Agreement.

11. U.S. EXPORT RESTRICTIONS – Customer acknowledges that the Licensed Materials and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Customer covenants and agrees to comply with all import and export control regulations of the United States with respect to the Licensed Material. Customer acknowledges that it may not re-export or divert the Licensed Material or any related technical information, document or material, or direct derivatives thereof, to any country set forth on the U.S. Department of Commerce's list of T-5 countries (currently, Cuba, Iran, North Korea, Sudan and Syria), including any future changes to the government's list of T-5 countries.

12. EQUITABLE RELIEF – The parties recognize that Sections 5, 9, 11 and 13 are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The parties agree that any breach of such Sections would cause the other party substantial and irreparable damage and therefore, in the event of any such breach, in addition to other remedies which may be available, the non-breaching party shall have the right to seek specific performance and other injunctive and equitable relief in a court of law.

13. LICENSE KEY & USE REPORTING – Customer acknowledges that a security code owned and controlled by Idera or its subsidiaries (the "License Key") is required to render the Licensed Software operational on Customer's computer hardware. Upon use of a permanent License Key to install the Licensed Software on Customer's computer hardware, no other security code will be required for the Licensed Material to operate on such computer hardware in accordance with the terms and restrictions contained in this Agreement. Customer shall not attempt to crack, alter or otherwise derive the License Key. Idera shall promptly provide Customer with all necessary License Keys upon purchase of the Licensed Software or upon any authorized transfer of the Licensed Software to any other hardware equipment permitted under Section 2 of this Agreement. Idera reserves the right to gather data on license usage by Customer for each item of Licensed Software, including License Key numbers, server IP addresses, email addresses of users, domain counts and other information deemed relevant, to ensure that the Licensed Software is being used in accordance with the terms of this Agreement. Idera expressly prohibits domain count overrides without prior written approval. Customer hereby consents to Idera gathering and processing such usage information and agrees not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any unauthorized use of the Licensed Software by Customer or other use by Customer in violation of the restrictions contained herein shall be deemed a material breach of this

Agreement. In addition to the foregoing, within ten (10) business days of Customer's receipt of Idera's written request, Customer shall provide to Idera a written report certifying to Idera the number of licenses for Licensed Software installed, used or accessed by Customer, the identity of the applicable servers, hardware or computers upon which such licenses are installed and, to the extent applicable, the installation location and location and number of users accessing such licenses, together with such other information as may be requested by Idera and necessary to confirm Customer's compliance with the terms of this Agreement. The auditing, reporting and certification rights and obligations set forth in this Section 13 shall survive termination of this Agreement for a period of eighteen months.

14. ENFORCEABILITY – If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, void, invalid or illegal, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

15. ENTIRE AGREEMENT

- (a) Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Customer and Idera further agree that, subject to clause (b) below, this Agreement, together with all Purchase Orders delivered in connection herewith and all exhibits, schedules and annexes hereto, is the complete and exclusive statement of the agreement between Customer and Idera and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, including any shrink-wrap agreements, click-wrap agreements or demo or trial agreements which may accompany the Licensed Material or which may have been previously in force between the parties. Subject to clause (b) below, this Agreement may not be amended, modified, supplemented or altered except by a written agreement that is signed by both parties.
- (b) **UNDER NO CIRCUMSTANCES MAY THE TERMS OF THIS AGREEMENT OR ANY IDERA PURCHASE ORDER BE AMENDED, MODIFIED, SUPPLEMENTED, ALTERED, SUPERSEDED OR REPLACED BY ANY NON-IDERA INVOICE OR NON-IDERA PURCHASE ORDER OR OTHER SIMILAR INSTRUMENT DELIVERED BY CUSTOMER TO IDERA. EACH PARTY ACKNOWLEDGES AND AGREES THAT, AS A CONVENIENCE TO CUSTOMER AND ONLY FOR CUSTOMER'S INTERNAL ACCOUNTING PROCEDURES, CUSTOMER MAY DELIVER TO IDERA A CUSTOMER INVOICE OR CUSTOMER PURCHASE ORDER OR OTHER SIMILAR DOCUMENT FOR ANY TRANSACTION CONTEMPLATED HEREUNDER AND THAT NO ACTION BY IDERA, INCLUDING IDERA'S DELIVERY OF ANY LICENSED MATERIALS OR ACCEPTANCE OF PAYMENT, SHALL BE DEEMED TO BE ACCEPTANCE OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN SUCH CUSTOMER INVOICE OR CUSTOMER PURCHASE ORDER OR OTHER SIMILAR INSTRUMENT AND SUCH TERMS AND CONDITIONS SHALL BE VOID AND OF NO FORCE OR EFFECT, UNLESS ACCEPTED BY IDERA PURSUANT TO A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES.**

16. TRIAL LICENSE

- (a) If Customer is evaluating Evaluation Software (as defined below), then only the terms and conditions of this Section 16 (including those Sections of this Agreement incorporated in this Section 16 by reference) will govern Customer's temporary use of such Evaluation Software (and no other terms of this Agreement shall apply to Customer or govern Customer's use of Evaluation Software) and upon purchase of a commercial license for such Evaluation Software, this entire Agreement, exclusive of this Section 16, shall apply to Customer and govern all use of the Licensed Material.
- (b) Idera is the owner and provider of certain proprietary software and documentation that Customer may request to use, from time to time, on a temporary basis for the sole purpose of testing and evaluating such software prior to purchasing a commercial license for such software ("Evaluation Software"). All installation

and usage of Evaluation Software by Customer requires a temporary License Key or trial License Key to be issued by Idera and Customer is only permitted to use Evaluation Software during the term of the temporary License Key or trial License Key issued by Idera.

- (c) Evaluation Software is provided to Customer solely for evaluation purposes for Customer's own testing and evaluation purposes (an "Evaluation") and upon delivering a temporary License Key or trial License Key to Customer, Idera hereby grants Customer a non-transferable, nonexclusive, limited license to operate and use the Evaluation Software for such Evaluation during the period commencing on the date Customer downloads the Evaluation Software and ending on the expiration of the temporary License Key or trial License Key (including any extensions thereof authorized by Idera, the "Evaluation Period"). Customer agrees not to cause or permit the reverse engineering, disassembly, modification, translation or decompilation of any Evaluation Software. Customer shall not copy the Evaluation Software, or create or develop any derivative software based upon the Evaluation Software.
- (d) Customer acknowledges that all Evaluation Software incorporates confidential and proprietary information developed or acquired by or licensed to Idera and that all results of testing of the Evaluation Software, whether performed by Customer or another third party, are confidential. In no event will Customer publish or disclose the results of any testing or performance specifications of the Evaluation Software without Idera's express prior written consent. Customer shall not remove or deface of any confidentiality or proprietary notice placed on the Evaluation Software. The placement of copyright notices on Evaluation Software shall not constitute publication or otherwise impair their confidential nature of such information.
- (e) **ALL EVALUATION SOFTWARE PROVIDED BY IDERA IS DELIVERED "AS IS, WHERE IS" AND IDERA SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IDERA DOES NOT WARRANT THAT THE EVALUATION SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. UNDER NO CIRCUMSTANCES WILL IDERA OR ITS AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE OR WHETHER BASED ON CLAIMS BY CUSTOMER OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF EVALUATION SOFTWARE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF IDERA OR ITS AUTHORIZED REPRESENTATIVES INCURRED IN ANY ACTION OR PROCEEDING RELATING TO CUSTOMER'S USE OF EVALUATION SOFTWARE EXCEED ONE HUNDRED DOLLARS.**
- (f) The Evaluation and the evaluation license granted under this Section 16 shall automatically terminate immediately upon the earliest of (i) the expiration of the Evaluation Period, (ii) the date upon which Customer purchases a commercial license for such Evaluation Software and (iii) the date upon which either party notifies the other party of its termination of the Evaluation. Upon expiration of the Evaluation Period or the Evaluation, Customer shall cease using and shall uninstall and destroy the Evaluation Software unless Customer has purchased a commercial license for such Evaluation Software on or prior to such expiration.
- (g) Sections 1, 5, 8, 11, 14, 15 and 17(a) through 17(g) of this Agreement shall be deemed incorporated by this reference in this Section 16 and the Evaluation license granted under this Section 16.

17. MISCELLANEOUS

- (a) Customer shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder to any other person or entity, whether by contract, merger or operation

of the law, without Idera's prior written consent. In the event of any merger of Customer or a sale of substantially all of the assets of Customer in which Customer is not the surviving entity, Customer may assign or transfer any licenses granted under this Agreement; provided, that Customer provides Idera with written notice of such transfer within thirty days of such merger or sale. Any assignment or delegation in breach of this Section 17(a) shall be void. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

- (b) All notices or approvals required or permitted under this Agreement must be given in writing and delivered to the appropriate party at the address set forth in this Agreement or in any Purchase Order delivered in connection with this Agreement.
- (c) The waiver of compliance with or breach of any term or condition of this Agreement or the failure of a party to exercise any right under this Agreement shall in no event constitute a waiver as to any other failure to comply or breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement. Unless otherwise specified herein, the rights and remedies of Idera set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- (d) **THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES. IDERA AND CUSTOMER HEREBY IRREVOCABLY AGREE ON BEHALF OF THEMSELVES THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ANY LITIGATION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT**

MATTER HEREOF SHALL BE IN AN APPROPRIATE FEDERAL OR STATE COURT IN THE STATE OF OHIO IN WARREN COUNTY.

- (e) Unless otherwise specified herein, the rights and remedies of Idera set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- (f) This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership or other form of business organization or agency relationship.
- (g) Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in counterparts, all of which shall constitute one single agreement between the parties hereto.
- (h) In consideration of the mutual covenants contained herein, including the rights and licenses granted to Customer herein, the parties hereto do hereby agree that for a period of two years following Customer's most recent purchase of any licenses or services, including Maintenance Service, from Idera or its authorized representative, Customer shall not solicit, induce, hire, engage, or attempt to hire or engage any employee of Idera, or in any other way interfere with Idera's contractual or employment relations with any of its employees, nor will Customer hire or engage or attempt to hire or engage any individual who was an employee of Idera at any time during such two-year period.

IN WITNESS WHEREOF, Idera and Customer have caused this Agreement to be executed by their duly authorized representatives identified below, as of the date first written above.

Warren Co. Commissioners on behalf of:
WARREN COUNTY TELECOMMUNICATIONS

By: *Shannon Jones*
Name: Shannon Jones
Title: President

Address: Warren County Telecommunications
500 Justice Drive
Lebanon, Ohio 45036
Phone: _____
Fax: _____
Attn: _____

IDERA, INC.

By: *Trey Chambers*
Name: Trey Chambers
Title: CFO

Idera, Inc.
2950 North Loop Freeway West
Suite 700
Houston, Texas 77092
Phone: 713-862-5250
Fax: 713-862-5210
Attn: Finance Department

APPROVED AS TO FORM

Adam M. Nice

**Adam M. Nice
Asst. Prosecuting Attorney**

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1685

Adopted Date December 10, 2019

APPROVE AND ENTER INTO A SERVICE AGREEMENT WITH AFFORDABLE LANGUAGE SERVICES ON BEHALF OF WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Service Agreement with Affordable Language Services on behalf of the Department of Children Services; copy of agreement is attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

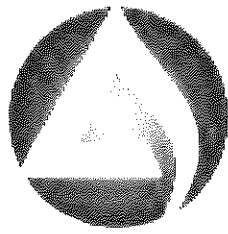
Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Affordable Language Services
Children Services (file)



AFFORDABLE
Language
SERVICES

The Right Words Mean Everything

Service Agreement

Prepared Exclusively For

Warren County Children Services

**On Site, Over The Phone, Video Remote Interpreting
&
Translation Services**

(In effect) January 1, 2020

Nancy M. McMahon
VP, Customer Engagement
O 513.792.5031
M 513.368.2837
nmemahon@affordablelanguages.com



Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the region's 1st Choice Language Service Partner. Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our core values reflect our approach to service and underscore important aspects of our business approach.

- **Take Care of the Customer First**
- **Do What We Say We Will Do**
- **Show Respect and Compassion to Everyone**
- **Embrace Change**
- **Pursue Excellence**
- **Cultivate Teamwork**
- **Get the Job Done**
- **Do the Right Thing**
- **Own It!**
- **Love What You Do**

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of Warren County Children Services. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

SCOPE OF SERVICE (Specific to this Agreement)

- Document Translation Services
- On-Site Interpreting
- Telephonic Interpreting (Over the Phone)
- Video Remote Interpreting

Our proposed Service Agreement, based on current conversations, will be valid for execution through December 31, 2021. Should service(s) be agreed upon, our agreement will be in place for 2 years from the time of execution. Total of this contract shall not exceed \$10,000 per year. This proposal is priced with the understanding that Affordable Language Services will be your first-call or primary provider for Document Translation, On-Site Interpreting, Video Remote Interpreting services and a second call for Over the Phone Interpreting.



Document Translation

Our goal is to ensure that your carefully chosen words are translated as you intended. We will provide innovative solutions that make it easy, with an approach consisting of a professional Linguist, Machine Translation or a Combination:

- Rapid Turnaround Time
- Secure Client Portal
- Strong Quality Management System for Internal Processes and Linguist Management & Quality Results
- Efficiency and Cost Effectiveness with Future Projects Through Utilization of Translation Memory
- In-Country Linguists

Affordable Language Services - Translation Scope

- Document Translation
- Transcription (Service is quoted per Project)
- Subtitling (Service is quoted per Project)
- Dubbing (Service is quoted per Project)
- Website Localization (Service is quoted per Project)

Each service is unique and requires separate pricing strategies.

All Translation Projects are quoted by individual project and will be based on strategic pricing. Warren County Children Services will benefit from compounding discounts based on match rate over time. This is accomplished through Translation Memory, accessible and buildable by language and across departments within Warren County Children Services. We have included pricing for Document Translation, the below table outlines cost as it relates to elements of translation and should be used as a guideline. Specific projects may require additional attention, depending on source file type, post translation formatting, and unique project requirements.



DOCUMENT TRANSLATION SERVICES

Service Agreement:

| Language | Translation & Revision/Word | Minimum Fee | Languages |
|----------|-----------------------------|-------------|---|
| Group 1 | \$0.23 | \$75.00 | Chinese (Simplified), Spanish, Vietnamese |
| Group 2 | \$0.24 | \$75.00 | Arabic, Nepali, Russian, Dari, Malay, Punjabi, Tagalog, Tajik, Thai, Ukrainian, Urdu, Uzbek |
| Group 3 | \$0.25 | \$75.00 | Portuguese (Brazil), Portuguese (Portugal), Turkish, Bulgarian, Croatian, Hungarian, Ilokano, Moldovan, Swahili, Tatar, Turkmen |
| Group 4 | \$0.27 | \$75.00 | Chinese (Traditional) , French, Greek, Italian, Japanese, Korean, Albanian, Armenian, Belarusian, Bengali, Bosnian, Burmese, Czech, Farsi, Filipino, Gujarati, Hindi, Indonesian, Kannada, Kyrgyz, Lao, Latvian, Lithuanian, Macedonian, Marathi, Oromo, Pashto, Polish, Romanian, Sanskrit, Serbian, Slovakian, Slovenian, Somali, Telugu, Tswana (Setswana) |
| Group 5 | \$0.32 | \$100.00 | Dutch, French (Canadian), German, Hebrew, Afar, Afrikaans, Amharic, Assamese, Azerbaijani, Catalan, Chin Hakha (Lai), Chuukese, Danish, Divehi (Maldivian), Dzongkha, Estonian, Finnish, Flemish, Haitian Creole, Hausa, Hmong, Icelandic, Igbo, Irish, Karen, Kazakh, Khmer (Cambodian), Kinyarwanda, Kirundi, Konkani, Kurdish, Lingala, Malagasy, Malayalam, Maltese, Mandingo (Mandinka), Mongolian, Ndebele (N), Ndebele (S), Norwegian, Oriya, Sepedi, Sindhi, Sinhala, Sotho (Sesotho), Swedish, Tamil, Tibetan, Teso (Ateso), Tigrinya, Tongan, Tooro, Tsonga, Twi, Venda, Wolof, Xhosa, Yoruba, Zulu |
| | TBD | TBD | Extremely rare languages pricing and feasibility by request |



Standard Delivery:

- Delivery in 3-5 business days for up to 4000 words
- Add 1 business day for each additional 1500 words

Expedited Delivery:

- Delivery in 24-48 hours is possible for translation of certain documents, but revision by a second Linguist may not be possible due to time constraints
- Expediated delivery will result in a 35% rush fee

Desktop Publishing (DTP):

- Desktop publishing will be charged at a rate of \$75.00 per hour for document recreation and formatting. This may apply to documents like brochures and posters where formatting is necessary due to text expansion/contraction. This may also apply to documents in PDF format if recreation is necessary



Interpreting Services

Affordable Language Services will provide Warren County Children Services with access to Interpreting Services for communication needs. You need to make sure your Warren County Children Services Staff can communicate effectively with patients, family members and each other.

We make this process simple with customized solutions:

- **On-Site Interpreter**

- ✓ Interpreters are vetted to meet defined standards of performance
- ✓ Warren County Children Services will have access to schedule interpreting appointments through a dedicated team at Affordable Language Services as well as credentials for accessing, scheduling and monitoring appointments on our dedicated scheduling platform
- ✓ Customized reporting is available regarding Interpreter scheduling and usage

- **Telephonic Interpreting (Over-the Phone)**

- ✓ We provide a dedicated access number with live, over-the-phone language Interpreter services
- ✓ On-demand access for approximately 175 languages
- ✓ Remote Interpreters are accessible to Warren County Children Services facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS. Calls are routed to interpreters who specialize in medical interpretation
- ✓ Facility and work phone numbers for Warren County Children Services (any number that you would like—including staff cell numbers if needed) are added to a pre-authorized database associated with your account, effectively bypassing the need to enter a PIN number for each call -they can be managed and disabled, in the event of any change
- ✓ We will create a customized Quick Access Language List to reflect the top languages requested by locations for Warren County Children Services. This would be an option that asks the caller to “press 1 for Spanish, press 2 for Arabic,” etc
- ✓ It is possible to establish a separate PIN number for any entity (location or specific user) resulting in usage tracking

- **Video Remote Interpreting (VRI)**

- ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs.



INTERPRETING SERVICES

Service Agreement

| SERVICE | MINIMUM HOURS | REGULAR HOURS | AFTER HOURS |
|---|--|---|---|
| Consecutive, On-Site Spoken Languages, Non-Certified Medical/Other (Spanish) | 2 | \$52 | \$60 |
| Consecutive, On-Site Spoken Languages, Non-Certified Medical/Other (All other languages) | 2 | \$62 | \$70 |
| Consecutive, On-Site American Sign Language | 2 | \$80 | \$90 |
| Telephonic - On Demand (Spoken Languages) | 1 minute | 1. Spanish \$.80/min 2. Other Spoken \$1.09/min | 1. Spanish \$.80/min 2. Other Spoken \$1.09/min |
| Telephonic - Scheduled (Spoken Rare Languages) | 30-minute minimum 24-hr cancellation, if less than 24 hours, charge for reserved time | \$1.95/minute | \$1.95/minute |
| Video Remote Interpreting - (On Demand) | 1 minute | 1. Spanish \$1.25/min 2. Other Spoken \$1.75/min | 1. Spanish \$1.25/min 2. Other Spoken \$1.75/min |
| Video Remote Interpreting - (Scheduled Spoken Languages) | 30-minute minimum 24-hr cancellation, if less than 24 hours, charge for reserved time | \$3.95/minute | \$3.95/minute |
| Video Remote Interpreting (American Sign Language) | 1 minute | \$2.15/min | \$2.15/min |
| Video Remote Interpreting - (Scheduled American Sign Language) | 30-minute minimum 24-hr cancellation, if less than 24 hours charge for reserved time | \$3.95/minute | \$3.95/minute |



- Regular hours billing rate will be used for all appointments taking place within Business Hours – Monday through Friday 8 AM-5PM
- After hours rate will apply to all times outside of Business Hours, and will include holidays (New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After thanksgiving, Christmas Eve and Christmas Day)
- Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, as defined above), the minimum fee will be charged
- Rush Fee: if appointment is scheduled with less than 24-hour notice (dependent upon business hours, as defined above), the after-hours rate will apply
- If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments

INVOICING INFORMATION

We want to make sure we provide accurate Invoicing for your organization! Please review the fields below and we will discuss your specific requirements, ensuring your information goes to the right contact with the necessary information all the time!

| CUSTOMER INFORMATION | |
|---|--|
| Company Name: | Billing Address – please list if different than address on left |
| Address: | Billing Address: |
| City: State: Zip | City: State: Zip |
| Client Contact for Services: | Client Contact for Billing: |
| Phone #: | Phone #: |
| Email Address: | Email Address: |
| Fax #: | Fax #: |
| Preferred Method of Payment: ACH or Check | |
| INVOICE FIELDS – Please select if these fields are required to be shown on Invoices | |
| PO Required? | Other (please specify): |
| Cost Center Code(s) Required? | Other (please specify): |
| Case Number Required? | Other (please specify): |
| Suite/Department Required? | Other (please specify): |



ONLINE ACCESS

Please list below any staff that will need online access to our software. There is Basic Access, which will allow job viewing or entry only, or Admin Access, which will allow job viewing and entry, as well as financial and reporting access. The Account Executive can provide training on the software to assist the team.

| <input type="checkbox"/> Interpreter Intelligence | | <input type="checkbox"/> Boost Lingo – OPI/VRI | | <input type="checkbox"/> Plunet | |
|---|-------|--|--------------------------------|---------------------------------|--|
| NAME | PHONE | EMAIL | ACCESS LEVEL | NEEDED | |
| | | | <input type="checkbox"/> Basic | <input type="checkbox"/> Admin | |
| | | | <input type="checkbox"/> Basic | <input type="checkbox"/> Admin | |
| | | | <input type="checkbox"/> Basic | <input type="checkbox"/> Admin | |



Company Terms & Conditions

1. DEFINITIONS

“Company” means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

“Client” means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

3. LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK

In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period of time: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary (“Non-Subjective Errors”). All changes requested by the Client other than non-subjective errors or omissions will be subject to additional charges.

4. INVOICES, CHARGES AND PAYMENTS

Payment terms are Net 30.

5. NONSOLICITATION

Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company.

Client may avoid this restriction upon payment of a one-time fee of \$5,000.00 provided that before directly hiring any employee or contractor of the company the client must first notify the company of such desire. If the client wishes to pursue hiring any contractor/employee of company, the client is required to inquire of the company management before any communication, even speaking, to said contractor/employee regarding possible direct employment.



6. CONFIDENTIAL INFORMATION

Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company's services nor the fees charged for such services, subject to requirement to release records under Ohio Public Records Law.

7. RETENTION OF SOURCE MATERIALS AND WORK PRODUCT

Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option.

8. CLIENT'S DUTIES AND OBLIGATIONS

Purpose and Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing or publication. Client shall cooperate with Company when additional information or collaboration is needed, and shall accept liability for any delays resulting from a failure to cooperate.

Certifications

The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e. medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company



shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.

Responsibility to Review Invoices and Limitation to Dispute Charges

The Client shall be responsible for reviewing invoices for accuracy and disputing any charges within 14 days of receipt of invoice. For any invoice that has already been paid, the Client may request an audit of billed services and necessary corrections to be made for a period of 60 days from the date the payment is received.

9. LIMITATION ON WARRANTIES AND COMPANY'S RESPONSIBILITY FOR DAMAGES

Company's sole obligation with respect to any Non-Subjective Error in its work product is to correct such error at no cost to Client. No liability is assumed by Company for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. Unless otherwise agreed to in writing by the Company, Company MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, including but not limited to the availability or timeliness of the performance of any service.

10. INDEPENDENT CONTRACTOR

The parties agree that Company's relationship to Client is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship.

11. SEVERABILITY

If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.



12. RENEWAL

This agreement is eligible for renewal upon the conclusion of the initial term with potential for adjustments to pricing and terms, as may be required by either party at the time of renewal may only renew by separate written fully executed agreement.

13. TERMINATION

Client may terminate services by providing 30 day written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms in section 3.

14. WAIVER

No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

15. GOVERNING LAW

The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Ohio, without regard to its conflict of laws rules.

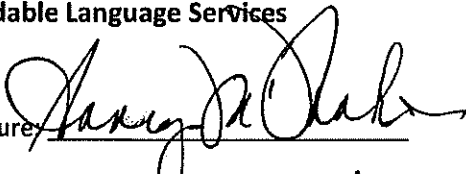
16. COMPANY'S RELEASE OF INTELLECTUAL PROPERTY RIGHTS

Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.


SIGNATURE PAGE

By signing I agree to have read and agree to all pricing and conditions in this document and to Affordable Language Services Terms and Conditions found at:


Affordable Language Services

Signature: 
Print: NADY MCMANIS
Title: VP, CUSTOMER ENGAGEMENT
Date: 11/19/19


Warren County Children Services

Signature: 
Print: Shawna Barger
Title: Deputy Director
Date: 12-3-2019

President, Warren County Commissioners

Signature: 
Print: Shannon Jones
Title: President
Date: 12/10/19

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1686

Adopted Date December 10, 2019

APPROVE AND ENTER INTO A LEASE AGREEMENT WITH THE WARREN COUNTY SOIL & WATER CONSERVATION DISTRICT

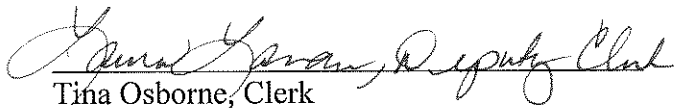
BE IT RESOLVED, to approve and authorize the President of the Board to execute a lease agreement with Warren County Soil & Water Conservation District; copy of agreement attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Soil and Water Conservation District
Soil & Water (file)
OMB - S. Spencer

OFFICE SPACE LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 10th day of December 2019, by and between the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Lessor") and The Warren County Soil & Water Conservation District, whose mailing address is 320 East Silver Street, Lebanon, Ohio (Lessee), for the use of office space in the daily administration.

The terms and obligations of this agreement shall be as follows:

- 1) Pursuant to Ohio Revised Code § 307.09, Lessor hereby leases and rents to the Lessee a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2020, to December 31, 2020.
- 2) Pursuant to Ohio Revised Code § 1515.08 (H), Lessee hereby leases and rents from the Lessor a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2020, to December 31, 2020.
- 3) Lessee shall pay as rent for the premises located at 320 East Silver Street, Lebanon, Ohio, 45036 an annual rent of \$8,697.48, payable at \$724.79 monthly.
- 4) Lessee shall have exclusive use of the premises as described and for purposes stated above, in its present condition, reasonable wear and tear excepted. Lessee shall also be entitled to use the parking lot facility on a first come first serve basis, and in the event no parking spaces should be available which may occur from time to time, this occurrence or occurrences shall not be a breach of this agreement.
- 5) Lessor shall provide to the premises at no additional charge to the Lessee all property insurance, all utilities, except telephone, and maintenance and janitorial services as required.
- 6) Premises shall not be sublet or assigned to any other entity without prior written consent of either party.
- 7) No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Lessor for maintenance and/or safety purposes.
- 8) In the event of any breach of this agreement, either party hereto shall have right to terminate this lease in accordance with state law and the Lessor will have the right to re-enter and claim possession of the premises, in addition to such other remedies available to the Lessor, as the property owners, arising from said breach.


9) This agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

10) Lessor's Execution:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this agreement to be executed by its President, on the date stated below, pursuant to Resolution No. 19-1084 dated 12/10/19

LESSOR:

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

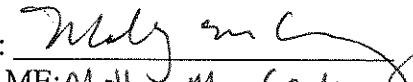
SIGNATURE: 
PRINTED NAME: Shannel Jones
TITLE: President
DATE: 12/10/19

11) Lessee's Execution:

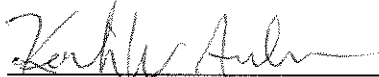
IN EXECUTION WHEREOF, the Warren County Soil & Water Conservation District has caused this agreement to be executed by Molly Conley, whose title is Director, on the date stated below, pursuant to the authority granted by Board of Supervisors.
Warren Co. SWCD

LESSEE:

WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

SIGNATURE: 
PRINTED NAME: Molly M Conley
TITLE: Director
DATE: 11/25/19

APPROVED AS TO FORM:



By: Asst. Prosecutor

Resolution

Number 19-1687

Adopted Date December 10, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH CHRISTOPHER A. EPPICH AND BETH A. STAMMEN-EPPICH FOR THE BRIDGE SCOUR REPAIR PROJECT ON WAYNESVILLE ROAD

WHEREAS, in order to improve the safety of Waynesville Road a scour repair project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #09-08-100-035 located at 2940 N. Waynesville Rd. Oregonia, OH 45054 which is owned by Christopher A. & Beth Stammen-Eppich, husband and wife; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove or trim any tree, and/or brush as necessary for access to the project.
2. Relocate deposited downstream rock back under and around bridge #39-7.46
3. Regrade stream for proper flow.
4. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

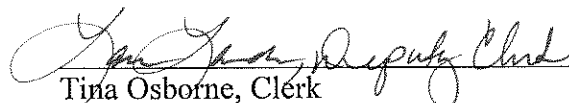
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Christopher A. & Beth Stammen-Eppich, for the Waynesville Road Scour Repair Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Eppich, Christopher & Beth Stammen
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Christopher A. Eppich and Beth A. Stammen-Eppich, husband and wife, whose tax mailing address is 2940 N. Waynesville Road, Oregonia, Ohio 45054 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety a bridge scour repair project on Waynesville Road is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 2940 N. Waynesville Road, Oregonia, Ohio 45054, identified as Parcel #09-08-100-035. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove or trim any tree, and/or brush as necessary for access to the project.
2. Relocate deposited downstream rock back under and around bridge #39-7.46.
3. Regrade stream for proper flow.
4. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

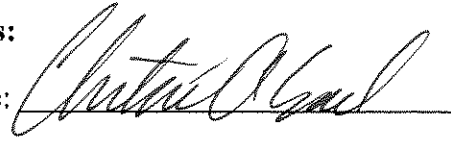
This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Waynesville Road Bridge #39-7.46 Scour Repair Project or until December 31, 2020, whichever comes first.

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IN EXECUTION WHEREOF, Christopher A. Eppich and Beth A. Stammen-Eppich, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: _____

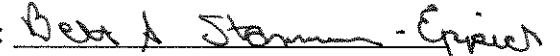


Printed Name: Christopher A. Eppich

Date: _____

11-27-19

Signature: _____



Printed Name: Beth A. Stammen-Eppich

Date: _____

11-27-19

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 27th day of NOVEMBER, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Christopher A. Eppich and Beth A. Stammen-Eppich, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/22
Recorded in
Warren County

Notary Public
My commission expires: 02/06/22

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 19-1687, dated 12/10/19

Grantee:
Signature: [Handwritten Signature]
Printed Name: Shannon Jones
Title: President
Date: 12/10/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 10th day of December, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

[Handwritten Signature]
Notary Public
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Handwritten Signature]
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1688

Adopted Date December 10, 2019

ACKNOWLEDGE RECEIPT OF NOVEMBER 2019 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the November 2019 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2019 Period 11



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|--------------|--------------|-----------------|----------------------|--------------------------|
| 1101 | GENERAL FUND | 56,367,847.40 | 6,236,656.79 | 6,988,990.69 | 55,615,513.50 | 680,843.16 | 56,296,356.66 |
| 2201 | SENIOR CITIZENS SERVICE LEVY | 10,664,373.80 | 309.98 | 3,750.00 | 10,660,933.78 | 0.00 | 10,660,933.78 |
| 2202 | MOTOR VEHICLE | 4,318,126.94 | 453,879.69 | 764,048.83 | 4,007,957.80 | 33,218.64 | 4,041,176.44 |
| 2203 | HUMAN SERVICES | 928,675.43 | 635,986.77 | 343,781.34 | 1,220,880.86 | 34,154.73 | 1,255,035.59 |
| 2205 | BOARD OF DEVELOPMENTAL DISABIL | 40,761,911.63 | 182,117.44 | 1,296,246.69 | 39,647,782.38 | 93,615.65 | 39,741,398.03 |
| 2206 | DOG AND KENNEL | 490,141.30 | 3,146.20 | 37,088.98 | 456,198.52 | 28.51 | 456,227.03 |
| 2207 | LAW LIBRARY RESOURCES FUND | 368,077.38 | 24,710.73 | 33,718.76 | 359,069.35 | 22,415.13 | 381,484.48 |
| 2208 | CO&TRANSIT MEDICAID SALES TAX | 835,463.72 | 0.00 | 0.00 | 835,463.72 | 0.00 | 835,463.72 |
| 2209 | BOE CYBERSECURITY UPGRADE | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 | 50,000.00 |
| 2215 | VETERAN'S MEMORIAL | 4,172.14 | 0.00 | 0.00 | 4,172.14 | 0.00 | 4,172.14 |
| 2216 | RECORDER TECH FUND 317.321 | 305,025.00 | 11,794.25 | 778.24 | 316,041.01 | 0.00 | 316,041.01 |
| 2217 | BOE TECHNOLOGY FUND 3501.17 | 1,612,383.56 | 0.00 | 17,097.30 | 1,595,286.26 | 15,297.30 | 1,610,583.56 |
| 2218 | COORDINATED CARE | 697,263.84 | 72,166.42 | 37,529.80 | 731,900.46 | 17,050.00 | 748,950.46 |
| 2219 | WIRELESS 911 GOVERNMENT ASSIST | 230,732.88 | 0.00 | 17,355.60 | 213,377.28 | 0.00 | 213,377.28 |
| 2220 | CP INDIGENT DRVR INTRLK/MONITG | 4,661.33 | 59.48 | 0.00 | 4,720.81 | 0.00 | 4,720.81 |
| 2221 | CC/MC INDIGENT DRIVER INTERLOC | 94,792.77 | 546.41 | 0.00 | 95,339.18 | 0.00 | 95,339.18 |
| 2222 | JUV INDIGENT DRIVER INTERLOCK | 1,455.35 | 50.00 | 0.00 | 1,505.35 | 0.00 | 1,505.35 |
| 2223 | PROBATE/JUVENILE SPECIAL PROJ | 270,902.55 | 3,617.85 | 20,256.25 | 254,264.15 | 0.00 | 254,264.15 |
| 2224 | COMMON PLEAS SPECIAL PROJECTS | 288,699.52 | 7,425.00 | 5,500.00 | 290,624.52 | 2,000.00 | 292,624.52 |
| 2227 | PROBATION SUPERVISION 2951.021 | 583,529.17 | 11,176.10 | 0.00 | 594,705.27 | 245.00 | 594,950.27 |
| 2228 | MENTAL HEALTH GRANT | 110,481.11 | 0.00 | 0.00 | 110,481.11 | 0.00 | 110,481.11 |
| 2229 | MUNICIPAL MOTOR VEH PERMIS TAX | 2,182,160.85 | 40,948.12 | 0.00 | 2,223,108.97 | 0.00 | 2,223,108.97 |
| 2231 | CO LODGING ADD'L 1% | 127,628.10 | 72,587.44 | 82,464.17 | 117,751.37 | 0.00 | 117,751.37 |
| 2233 | DOMESTIC SHELTER | 12,645.26 | 4,305.00 | 0.00 | 16,950.26 | 0.00 | 16,950.26 |
| 2237 | REAL ESTATE ASSESSMENT | 4,262,485.75 | 2.25 | 59,629.61 | 4,202,858.39 | 2,613.69 | 4,205,472.08 |
| 2238 | WORKFORCE INVESTMENT BOARD | 77,319.81 | 129,825.03 | 194,054.51 | 13,090.33 | 109,870.11 | 122,960.44 |
| 2243 | JUVENILE GRANTS | 306,480.20 | 2,042.84 | 4,927.42 | 303,595.62 | 0.00 | 303,595.62 |

Financial Statement for 2019 Period 11



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|------------|--------------|-----------------|----------------------|--------------------------|
| 2245 | CRIME VICTIM GRANT FUND | 17,781.77 | 5,795.09 | 13,547.75 | 10,029.11 | 90.00 | 10,119.11 |
| 2246 | JUVENILE INDIGENT DRIVER ALCOH | 22,825.72 | 118.50 | 0.00 | 22,944.22 | 0.00 | 22,944.22 |
| 2247 | FELONY DELINQUENT CARE/CUSTODY | 821,113.25 | 0.00 | 75,366.40 | 745,746.85 | 602.86 | 746,349.71 |
| 2248 | TAX CERTIFICATE ADMIN FUND | 28,085.00 | 175.00 | 170.00 | 28,090.00 | 0.00 | 28,090.00 |
| 2249 | DTAC-DELINQ TAX & ASSESS COLLE | 621,589.49 | 1,244.12 | 24,531.10 | 598,302.51 | 809.08 | 599,111.59 |
| 2250 | CERT OF TITLE ADMIN FUND | 3,734,264.55 | 208,077.26 | 120,701.20 | 3,821,640.61 | 6,498.45 | 3,828,139.06 |
| 2251 | COAP GRANT - OPIOD ABUSE PROG | 310,139.75 | 37,357.02 | 25,840.47 | 321,656.30 | 22,053.40 | 343,709.70 |
| 2252 | WC TECHNOLOGY CRIMES UNIT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2253 | COUNTY COURT PROBATION DEPT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2254 | CCMEP/TANF | 45,986.28 | 28,902.67 | 19,946.59 | 54,942.36 | 270.53 | 55,212.89 |
| 2255 | MUNICIPAL VICTIM WITNESS FUND | 64,317.20 | 0.00 | 8,942.44 | 55,374.76 | 0.00 | 55,374.76 |
| 2256 | WARREN COUNTY SOLID WASTE DIST | 1,276,741.98 | 1,327.76 | 16,173.87 | 1,261,895.87 | 1,809.77 | 1,263,705.64 |
| 2257 | OHIO PEACE OFFICER TRAINING | 86,997.00 | 0.00 | 1,035.00 | 85,962.00 | 920.00 | 86,882.00 |
| 2258 | WORKFORCE INVESTMENT ACT FUND | 45,847.69 | 38,900.00 | 69,847.83 | 14,899.86 | 3,961.88 | 18,861.74 |
| 2259 | JTPA | 1,675.19 | 0.00 | 0.00 | 1,675.19 | 0.00 | 1,675.19 |
| 2260 | OHIO WORKS INCENTIVE PROGRAM | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2261 | PASS THROUGH GRANTS | 0.00 | 88,545.88 | 88,545.88 | 0.00 | 0.00 | 0.00 |
| 2262 | COMMUNITY CORRECTIONS MONITORI | 507,586.30 | 29,803.75 | 30,092.00 | 507,298.05 | 70.00 | 507,368.05 |
| 2263 | CHILD SUPPORT ENFORCEMENT | 817,558.44 | 402,153.50 | 353,211.54 | 866,500.40 | 719.25 | 867,219.65 |
| 2264 | EMERGENCY MANAGEMENT AGENCY | 143,517.47 | 658.40 | 23,949.15 | 120,226.72 | 1,350.00 | 121,576.72 |
| 2265 | COMMUNITY DEVELOPMENT | 442,818.43 | 197,919.02 | 38,127.99 | 602,609.46 | 500.00 | 603,109.46 |
| 2266 | COMM DEV-ENT ZONE MONITOR FEES | 103,063.00 | 0.00 | 0.00 | 103,063.00 | 0.00 | 103,063.00 |
| 2267 | LOEB FOUNDATION GRANT | 0.00 | 20,000.00 | 0.00 | 20,000.00 | 0.00 | 20,000.00 |
| 2268 | INDIGENT GUARDIANSHIP FUND | 202,899.88 | 1,660.00 | 0.00 | 204,559.88 | 0.00 | 204,559.88 |
| 2269 | INDIGENT DRIVER ALCOHOL TREATM | 531,004.43 | 8,214.59 | 0.00 | 539,219.02 | 0.00 | 539,219.02 |
| 2270 | JUVENILE TREATMENT CENTER | 329,583.34 | 16,787.11 | 124,179.24 | 222,191.21 | 456.75 | 222,647.96 |
| 2271 | DTAC-PROSECUTOR ORC 321.261 | 198,728.34 | 24.19 | 37,414.99 | 161,337.54 | 200.00 | 161,537.54 |

Financial Statement for 2019 Period 11



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|-----------|--------------|-----------------|----------------------|--------------------------|
| 2272 | CP INDIGENT DRVR ALC TREATMT | 11,586.08 | 0.00 | 0.00 | 11,586.08 | 0.00 | 11,586.08 |
| 2273 | CHILDREN SERVICES | 6,363,250.07 | 95,044.40 | 647,611.36 | 5,810,683.11 | 267,945.32 | 6,078,628.43 |
| 2274 | COUNTY COURT COMPUTR 1907.261A | 67,340.64 | 1,659.00 | 14,708.11 | 54,291.53 | 237.43 | 54,528.96 |
| 2275 | COUNTY CRT CLK COMP 1907.261B | 19,996.30 | 4,084.62 | 0.00 | 24,080.92 | 0.00 | 24,080.92 |
| 2276 | PROBATE COMPUTER 2101.162 | 77,584.76 | 660.00 | 0.00 | 78,244.76 | 0.00 | 78,244.76 |
| 2277 | PROBATE CLERK COMPUTR 2101.162 | 203,603.01 | 2,200.00 | 0.00 | 205,803.01 | 0.00 | 205,803.01 |
| 2278 | JUVENILE CLK COMPUTR 2151.541 | 65,529.17 | 1,680.66 | 2,064.06 | 65,145.77 | 0.00 | 65,145.77 |
| 2279 | JUVENILE COMPUTER 2151.541 | 34,075.64 | 509.86 | 0.00 | 34,585.50 | 0.00 | 34,585.50 |
| 2280 | COMMON PLEAS COMPUTER 2303.201 | 30,225.74 | 1,617.00 | 0.00 | 31,842.74 | 0.00 | 31,842.74 |
| 2281 | DOMESTIC REL COMPUTER 2301.031 | 12,569.93 | 357.00 | 0.00 | 12,926.93 | 0.00 | 12,926.93 |
| 2282 | CLERK COURTS COMPUTER 2303.201 | 268,281.23 | 6,220.00 | 14,538.00 | 259,963.23 | 14,538.00 | 274,501.23 |
| 2283 | COUNTY CT SPEC PROJ 1907.24B1 | 1,605,376.15 | 26,134.94 | 2,975.04 | 1,628,536.05 | 183.21 | 1,628,719.26 |
| 2284 | COGNITIVE INTERVENTION PROGRAM | 386,374.13 | 13,142.63 | 23,979.85 | 375,536.91 | 9,050.00 | 384,586.91 |
| 2285 | CONCEALED HANDGUN LICENSE | 733,452.55 | 6,395.00 | 7,954.27 | 731,893.28 | 0.00 | 731,893.28 |
| 2286 | SHERIFF-DRUG LAW ENFORCEMENT | 15,421.58 | 73.00 | 0.00 | 15,494.58 | 847.28 | 16,341.86 |
| 2287 | SHERIFF-LAW ENFORCEMENT TRUST | 162,250.39 | 0.00 | 3,289.13 | 158,961.26 | 736.88 | 159,698.14 |
| 2288 | COMM BASED CORRECTIONS DONATIO | 787.47 | 0.00 | 0.00 | 787.47 | 0.00 | 787.47 |
| 2289 | COMMUNITY BASED CORRECTIONS | 322,094.08 | 0.00 | 7,674.71 | 314,419.37 | 156.75 | 314,576.12 |
| 2290 | HAZ MAT EMERG PLAN SPEC FUND | 2.56 | 0.00 | 0.00 | 2.56 | 0.00 | 2.56 |
| 2291 | SHERIFF-D.A.R.E. PROGRAM | 0.00 | 1,001.40 | 0.00 | 1,001.40 | 0.00 | 1,001.40 |
| 2292 | TRAFFIC SAFETY PROGRAM-SHERIFF | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2293 | SHERIFF GRANTS | 21,206.00 | 0.00 | 0.00 | 21,206.00 | 0.00 | 21,206.00 |
| 2294 | SHERIFF DARE LAW ENFORC GRANT | 6,634.55 | 0.00 | 0.00 | 6,634.55 | 0.00 | 6,634.55 |
| 2295 | TACTICAL RESPONSE UNIT | 12,259.93 | 0.00 | 0.00 | 12,259.93 | 0.00 | 12,259.93 |
| 2296 | COMP REHAB DWNPMT ASST COMMDEV | 41,845.14 | 100.00 | 0.00 | 41,945.14 | 0.00 | 41,945.14 |
| 2297 | ENFORCEMT & EDUCATN 4511.19G5A | 108,403.43 | 992.50 | 0.00 | 109,395.93 | 0.00 | 109,395.93 |
| 2298 | REHAB INC FUNDS | 79,776.74 | 0.00 | 0.00 | 79,776.74 | 6,425.00 | 86,201.74 |

Financial Statement for 2019 Period 11



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|-----------|--------------|-----------------|----------------------|--------------------------|
| 2299 | COUNTY TRANSIT | 1,391,334.19 | 11,201.03 | 156,290.07 | 1,246,245.15 | 80,138.54 | 1,326,383.69 |
| 3327 | BOND RETIREMENT SPECIAL ASSMT | 513,244.79 | 35,792.24 | 339,421.70 | 209,615.33 | 0.00 | 209,615.33 |
| 3360 | STATE OPWC LOAN | 56,357.85 | 0.00 | 56,357.85 | 0.00 | 0.00 | 0.00 |
| 3368 | 2013 RADIO SYSTEM BONDS | 882,720.00 | 0.00 | 882,720.00 | 0.00 | 882,720.00 | 882,720.00 |
| 3384 | TAX INCREMENT FINANCING - P&G | 1,742,974.78 | 0.00 | 415,350.00 | 1,327,624.78 | 0.00 | 1,327,624.78 |
| 3393 | 2009 RID BOND GREENS OF BUNNEL | 3,133,175.00 | 0.00 | 96,912.50 | 3,036,262.50 | 0.00 | 3,036,262.50 |
| 3395 | JAIL BONDS 2019 | 5,020,200.62 | 0.00 | 5,019,721.53 | 479.09 | 0.00 | 479.09 |
| 4401 | COUNTY WIDE FINANCIAL SOFTWARE | 228,801.96 | 0.00 | 0.00 | 228,801.96 | 0.00 | 228,801.96 |
| 4430 | DEFAULTED SUBDIVISION SPEC ASM | 399,158.40 | 0.00 | 0.00 | 399,158.40 | 0.00 | 399,158.40 |
| 4431 | SOCIALVILLEFOSTERSBRIDGE&WALL | 203,287.36 | 0.00 | 55,326.87 | 147,960.49 | 0.00 | 147,960.49 |
| 4432 | EDWARDSVILLE ROAD BRIDGE | 47,044.21 | 0.00 | 1,651.81 | 45,392.40 | 0.00 | 45,392.40 |
| 4433 | MIDDLEBORO RD BRIDGE REHAB | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4434 | LIBERTY WAY/MASON RD TURN LANE | 5,250.00 | 0.00 | 0.00 | 5,250.00 | 0.00 | 5,250.00 |
| 4435 | STROUT RD BRIDGE 207-0.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4436 | ZOAR RD IMPROVEMENT PROJECT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4437 | KING AVE BRIDGE PROJECT | 77,779.28 | 0.00 | 0.00 | 77,779.28 | 0.00 | 77,779.28 |
| 4439 | VARIOUS WATER ASSESSMENT PROJE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4449 | VARIOUS SEWER ASSESSMENT PROJE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4450 | ESTATES OF KEEVER CREEK ROAD P | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4451 | ROAD INFRASTRUCTURE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4453 | OLD 122 & TWP LINE RD ROUNDABO | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4454 | FIELDS-ERTEL RD IMPROV PROJ | 57,471.41 | 0.00 | 9,641.28 | 47,830.13 | 0.00 | 47,830.13 |
| 4455 | PHASE II ROAD RESURFACING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4463 | FIELDS-ERTEL AND COLUMBIA ROAD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4467 | COUNTY CONST PROJECTS | 4,321,951.82 | 0.00 | 462,083.29 | 3,859,868.53 | 62,348.44 | 3,922,216.97 |
| 4479 | AIRPORT CONSTRUCTION | 909,024.28 | 0.00 | 301,869.83 | 607,154.45 | 1,495.21 | 608,649.66 |
| 4484 | P&G TIF ROAD CONSTRUCTION | 1,921,115.06 | 0.00 | 1,921,115.06 | 0.00 | 0.00 | 0.00 |

Financial Statement for 2019 Period 11



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|--------------|--------------|-----------------|----------------------|--------------------------|
| 4485 | MIAMI VALLEY GAMING TIF | 1,196,412.55 | 0.00 | 238,480.08 | 957,932.47 | 0.00 | 957,932.47 |
| 4489 | TOWNE CENTER BLVD EXTENSION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4492 | COMMUNICATION PROJECTS | 2,632,030.20 | 0.00 | 0.00 | 2,632,030.20 | 0.00 | 2,632,030.20 |
| 4493 | BUNNELL HILL RD CONSTRCTN RID | 305,096.70 | 0.00 | 88,621.00 | 216,475.70 | 88,621.00 | 305,096.70 |
| 4494 | COURTS BUILDING | 976,945.02 | 0.00 | 0.00 | 976,945.02 | 0.00 | 976,945.02 |
| 4495 | JAIL CONSTRUCTION SALES TAX | 52,812,008.89 | 793,575.12 | 1,594,636.02 | 52,010,947.99 | 0.00 | 52,010,947.99 |
| 4496 | JUVENILE DETENTION ADDN & RENO | 281,460.94 | 0.00 | 0.00 | 281,460.94 | 0.00 | 281,460.94 |
| 4497 | JAIL CONSTRUCTION & REHAB | 9,819,358.75 | 145,000.00 | 525.00 | 9,963,833.75 | 0.00 | 9,963,833.75 |
| 4498 | COUNTY FAIRGROUNDS CONSTRUCTN | 11,436.08 | 39,500.00 | 0.00 | 50,936.08 | 0.00 | 50,936.08 |
| 4499 | JUVENILE/PROBATE CT EXPANSION | 1,354,650.29 | 0.00 | 391,816.16 | 962,834.13 | 0.00 | 962,834.13 |
| 5510 | WATER REVENUE | 32,676,039.27 | 1,457,813.07 | 1,290,438.98 | 32,843,413.36 | 54,374.19 | 32,897,787.55 |
| 5574 | LOWER LITTLE MIAMI WASTEWATER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5575 | SEWER CONST PROJECTS | 1,669,437.94 | 0.00 | 512,733.09 | 1,156,704.85 | 512,733.09 | 1,669,437.94 |
| 5580 | SEWER REVENUE | 29,556,192.08 | 597,397.64 | 634,720.03 | 29,518,869.69 | 121,407.49 | 29,640,277.18 |
| 5581 | SEWER IMPROV-WC VOCATIONAL SCH | 201,930.38 | 5,761.93 | 0.00 | 207,692.31 | 0.00 | 207,692.31 |
| 5583 | WATER CONST PROJECTS | 2,303,868.43 | 537,117.61 | 17,427.65 | 2,823,558.39 | 1,500.00 | 2,825,058.39 |
| 5590 | STORM WATER TIER 1 | 153,440.65 | 0.00 | 16,966.24 | 136,474.41 | 117.50 | 136,591.91 |
| 6619 | VEHICLE MAINTENANCE ROTARY | 261,759.09 | 42,306.03 | 47,842.32 | 256,222.80 | 9,292.98 | 265,515.78 |
| 6630 | SHERIFF'S POLICING REVOLV FUND | 1,190,198.91 | 0.00 | 504,786.56 | 685,412.35 | 0.00 | 685,412.35 |
| 6631 | COMMUNICATIONS ROTARY | 260,111.57 | 3,157.33 | 2,876.16 | 260,392.74 | 2,112.58 | 262,505.32 |
| 6632 | HEALTH INSURANCE | 5,536,780.41 | 886,577.39 | 1,167,852.00 | 5,255,505.80 | 12,196.92 | 5,267,702.72 |
| 6636 | WORKERS COMP SELF INSURANCE | 1,274,068.69 | 0.00 | 33,531.44 | 1,240,537.25 | 11,119.08 | 1,251,656.33 |
| 6637 | PROPERTY & CASUALTY INSURANCE | 760,865.80 | 0.00 | 73,863.61 | 687,002.19 | 0.00 | 687,002.19 |
| 6650 | GASOLINE ROTARY | 206,846.41 | 46,088.45 | 31,077.74 | 221,857.12 | 0.00 | 221,857.12 |
| 7707 | P.E.R.S. ROTARY | 2,741.88 | 0.00 | 0.00 | 2,741.88 | 0.00 | 2,741.88 |
| 7708 | TOWNSHIP FUND | 0.00 | 408,412.58 | 405,304.09 | 3,108.49 | 0.00 | 3,108.49 |
| 7709 | CORPORATION FUND | 1,251.94 | 172,247.39 | 172,015.52 | 1,483.81 | 1,251.94 | 2,735.75 |

Financial Statement for 2019 Period 11



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|--------------|--------------|-----------------|----------------------|--------------------------|
| 7713 | WATER-SEWER ROTARY FUND | 354,573.16 | 2,243,579.63 | 2,320,917.78 | 277,235.01 | 211,975.04 | 489,210.05 |
| 7714 | PAYROLL ROTARY | 260,093.03 | 4,259,073.48 | 3,638,532.76 | 880,633.75 | 208,687.35 | 1,089,321.10 |
| 7715 | NON PARTICIPANT ROTARY | 386.16 | 1,544.64 | 0.00 | 1,930.80 | 0.00 | 1,930.80 |
| 7716 | SCHOOL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7717 | UNDIVIDED GENERAL TAX | 3,985,635.90 | 821,859.41 | 172,586.32 | 4,634,908.99 | 90,799.04 | 4,725,708.03 |
| 7718 | TANGIBLE PERSONAL PROPERTY. | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7719 | TRAILER (LIKE REAL ESTATE) TAX | 4,430.32 | 239.05 | 0.00 | 4,669.37 | 0.00 | 4,669.37 |
| 7720 | LOCAL GOVERNMENT FUND | 0.00 | 372,118.28 | 372,118.28 | 0.00 | 0.00 | 0.00 |
| 7721 | SPECIAL DISTRICTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7722 | CIGARETTE LICENSE TAX | 599.84 | 62.67 | 48.55 | 613.96 | 48.55 | 662.51 |
| 7723 | GASOLINE TAX | 0.00 | 540,143.14 | 540,143.14 | 0.00 | 0.00 | 0.00 |
| 7724 | WC PORT AUTHORITY FUND | 560,780.31 | 0.00 | 487,320.67 | 73,459.64 | 0.00 | 73,459.64 |
| 7725 | UNDIVIDED WIRELESS 911 GOV ASS | 17,311.78 | 0.00 | 17,311.78 | 0.00 | 0.00 | 0.00 |
| 7726 | MOTOR VEHICLE LICENSE TAX | 0.00 | 825,176.88 | 825,176.88 | 0.00 | 0.00 | 0.00 |
| 7727 | RE RATE CORRECT/REFUNDS | 1,051.60 | 68.20 | 0.00 | 1,119.80 | 0.00 | 1,119.80 |
| 7728 | TREASURER TAX REFUNDS | 14,972.36 | 6,156.20 | 6,293.16 | 14,835.40 | 18,825.76 | 33,661.16 |
| 7731 | COUNTY LODGING TAX | 128,789.57 | 218,175.98 | 173,953.48 | 173,012.07 | 20.00 | 173,032.07 |
| 7734 | REAL ESTATE ADVANCE PAYMENT | 7,161.77 | 507.52 | 0.00 | 7,669.29 | 0.00 | 7,669.29 |
| 7740 | TRAILER TAX | 2,118.07 | 652.92 | 0.00 | 2,770.99 | 0.00 | 2,770.99 |
| 7741 | LIFE INSURANCE | 16,566.60 | 10,437.00 | 10,298.11 | 16,705.49 | 0.00 | 16,705.49 |
| 7742 | LIBRARIES | 0.00 | 414,532.30 | 414,532.30 | 0.00 | 0.00 | 0.00 |
| 7744 | ARMCO PARK TOURNAMENT FEES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7745 | STATE | 3,014.18 | 2,470.86 | 3,014.18 | 2,470.86 | 3,014.18 | 5,485.04 |
| 7746 | MIAMI CONSERVANCY DISTRICT FUN | 18,051.40 | 0.00 | 0.00 | 18,051.40 | 0.00 | 18,051.40 |
| 7747 | ADVANCE ESTATE TAX | 845.74 | 0.00 | 0.00 | 845.74 | 0.00 | 845.74 |
| 7751 | UNDIVIDED INTEREST | 291,387.36 | 723,181.00 | 664,334.20 | 350,234.16 | 0.00 | 350,234.16 |
| 7754 | OHIO ELECTIONS COMMISSION FUND | 0.00 | 30.00 | 30.00 | 0.00 | 30.00 | 30.00 |

Financial Statement for 2019 Period 11



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|------|--------------------------------|------------------|--------------|--------------|-----------------|----------------------|--------------------------|
| 7756 | SEWER ROTARY | 251,165.32 | 62,010.18 | 169,613.68 | 143,561.82 | 171,113.68 | 314,675.50 |
| 7758 | WIA PASS THROUGH TO BUTLER/CLE | 0.00 | 45,476.71 | 45,476.71 | 0.00 | 0.00 | 0.00 |
| 7761 | OUTSIDE ENTITY FLOWTHRU | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7765 | RECORDER'S ESCROW FUND | 20,294.13 | 1,692.00 | 0.00 | 21,986.13 | 0.00 | 21,986.13 |
| 7766 | ESCROW ROTARY | 706,749.49 | 0.00 | 65,203.78 | 641,545.71 | 19,804.40 | 661,350.11 |
| 7767 | UNIDENTIFIED DEPOSITS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7768 | RE TAX PRORATIONS/FORECLOSURES | 59,905.76 | 22,604.25 | 0.00 | 82,510.01 | 337.44 | 82,847.45 |
| 7769 | BANKRUPTCY POST PETITION CONDU | 9,924.48 | 1,712.27 | 0.00 | 11,636.75 | 0.00 | 11,636.75 |
| 7773 | SEX OFFENDER REGISTRATION FEE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7774 | ARSON OFFENDER REGISTR FEE | 95.00 | 0.00 | 0.00 | 95.00 | 0.00 | 95.00 |
| 7775 | UNDIVIDED SHERIFF WEB CHECK FE | 15,499.75 | 8,934.50 | 0.00 | 24,434.25 | 0.00 | 24,434.25 |
| 7776 | UNDIVIDED EVIDENCE SHERIFF | 20,351.58 | 0.00 | 118.00 | 20,233.58 | 340.70 | 20,574.28 |
| 7777 | UNDIVIDED FEDERAL & STATE FORF | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7778 | COURT ORDERED SHERIFF SALES | 796,571.31 | 1,174,280.90 | 1,854,600.00 | 116,252.21 | 1,128,802.19 | 1,245,054.40 |
| 7779 | UNDIVIDED DRUG TASK FORCE SEIZ | 489,151.33 | 0.00 | 273.00 | 488,878.33 | 0.00 | 488,878.33 |
| 7781 | REFUNDABLE DEPOSITS | 422,237.95 | 10,975.51 | 16,226.41 | 416,987.05 | 5,192.54 | 422,179.59 |
| 7782 | SHERIFF - LOST/ABANDONED PROPE | 911.32 | 0.00 | 0.00 | 911.32 | 0.00 | 911.32 |
| 7785 | MASSIE WAYNE CAPACITY FEES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7786 | PMT IN LIEU OF TAXES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7787 | UNDIVIDED INCOME TAX-REAL PROP | 3,360.99 | 1,821.92 | 1,821.92 | 3,360.99 | 0.00 | 3,360.99 |
| 7788 | UNDIVIDED PUBLIC UTILITY DEREG | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7789 | FORFEITED LAND | 2,951.00 | 0.00 | 2,951.00 | 0.00 | 0.00 | 0.00 |
| 7790 | FORFEITED LAND EXCESS SALE PRO | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7792 | ZONING & BLDG BOND FUND | 6,200.00 | 0.00 | 1,000.00 | 5,200.00 | 200.00 | 5,400.00 |
| 7793 | HOUSING TRUST AUTHORITY | 140,305.60 | 118,334.10 | 0.00 | 258,639.70 | 0.00 | 258,639.70 |
| 7795 | UNDIVIDED INDIGENT FEES | 0.00 | 2,128.01 | 2,128.01 | 0.00 | 425.60 | 425.60 |
| 7796 | MUNICIPAL ORD VIOLATION INDIGE | 7,123.71 | 854.84 | 656.00 | 7,322.55 | 386.00 | 7,708.55 |

Financial Statement for 2019 Period 11



| FUND | FUND DESCRIPTION | PREVIOUS BALANCE | RECEIPTS | EXPENDITURES | CURRENT BALANCE | OUTSTANDING WARRANTS | TREASURER'S FUND BALANCE |
|-------|--------------------------------|------------------|---------------|---------------|-----------------|----------------------|--------------------------|
| 7797 | NEW UNDIVIDED AUCTION PROCEEDS | 0.00 | 23,387.47 | 23,387.47 | 0.00 | 0.00 | 0.00 |
| 7798 | OLD ZONING & BLDG BOND FUND | 138,020.47 | 0.00 | 0.00 | 138,020.47 | 0.00 | 138,020.47 |
| 8843 | UNCLAIMED MONEY | 556,549.78 | 40,411.43 | 427.40 | 596,533.81 | 127.46 | 596,661.27 |
| 8855 | CH.SERV.SCHEURER SMITH TRUST | 43,609.59 | 0.00 | 0.00 | 43,609.59 | 0.00 | 43,609.59 |
| 9911 | WARREN CO HEALTH DISTRICT | 8,195,319.95 | 182,674.74 | 616,468.82 | 7,761,525.87 | 36,147.63 | 7,797,673.50 |
| 9912 | FOOD SERVICE | 400,605.40 | 2,891.00 | 442.94 | 403,053.46 | 100.51 | 403,153.97 |
| 9915 | PLUMBING BOND-HEALTH DEPT. | 23,000.00 | 2,000.00 | 1,500.00 | 23,500.00 | 500.00 | 24,000.00 |
| 9916 | STATE REGULATED SEWAGE PROGRAM | 70,508.65 | 7,690.00 | 2,917.00 | 75,281.65 | 120.00 | 75,401.65 |
| 9925 | SOIL & WATER CONSERVATION DIST | 425,452.55 | 18,946.00 | 63,624.63 | 380,773.92 | 3,084.92 | 383,858.84 |
| 9928 | REGIONAL PLANNING | 216,577.46 | 32,592.00 | 49,082.66 | 200,086.80 | 238.50 | 200,325.30 |
| 9938 | WARREN COUNTY PARK DISTRICT | 715,380.43 | 101,718.96 | 332,035.41 | 485,063.98 | 4,888.80 | 489,952.78 |
| 9944 | ARMCO PARK | 161,699.47 | 260,407.54 | 95,146.94 | 326,960.07 | 8,647.40 | 335,607.47 |
| 9953 | WATER SYSTEM FUND | 17,131.20 | 1,637.56 | 770.26 | 17,998.50 | 2.00 | 18,000.50 |
| 9954 | MENTAL HEALTH RECOVERY SERVICE | 12,901,262.02 | 202,456.70 | 775,862.55 | 12,327,856.17 | 281,723.08 | 12,609,579.25 |
| 9961 | HEALTH GRANT FUND | 464,559.18 | 45,355.78 | 30,003.07 | 479,911.89 | 0.00 | 479,911.89 |
| 9963 | CAMPGROUNDS | 3,596.59 | 0.00 | 0.00 | 3,596.59 | 0.00 | 3,596.59 |
| 9976 | HEALTH - SWIMMING POOL FUND | 100,464.85 | 0.00 | 135.00 | 100,329.85 | 314.00 | 100,643.85 |
| 9977 | DRUG TASK FORCE COG | 527,928.74 | 88,729.88 | 8,343.40 | 608,315.22 | 559.75 | 608,874.97 |
| 9996 | WC FIRE RESPONSE LIFE SAFETY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total | | 346,899,546.64 | 27,226,570.88 | 42,454,439.29 | 331,671,678.23 | 5,389,669.24 | 337,061,347.47 |

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for November, 2019 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 19-1689

Adopted Date December 10, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/3/19, 12/5/19, and 12/10/19 as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-1690

Adopted Date December 10, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "C" SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond reduction:

BOND REDUCTION

| | |
|------------------|---|
| Bond Number | : 18-020 (P/S) |
| Development | : Hudson Hills, Section 3, Block "C" |
| Developer | : M/I Homes of Cincinnati, LLC |
| Township | : Deerfield |
| Reduction Amount | : \$3,415.77 |
| Surety Company | : Capitol Indemnity Corporation (#60128157) |

BE IT FURTHER RESOLVED, that the original amount of bond was \$69,129.42 and after previous bond reduction of \$24,068.17 and the above reduction, the new required bond amount is \$41,645.48.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
Capitol Indemnity Corp., P.O. Box 5900, Madison, WI 53705
Engineer (file)
Bond Agreement file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1691

Adopted Date December 10, 2019

APPROVE AN APPROPRIATION DECREASE WITHIN PROSECUTOR'S CRIME VICTIM
GRANT FUND 2245

BE IT RESOLVED, to approve the following appropriation decrease:

\$700.00 from #22452450-5820 (Health & Life Insurance)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor ✓
Appropriation Decrease file
Prosecutor (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1692

Adopted Date December 10, 2019

APPROVE CASH ADVANCE FROM COUNTY GENERAL FUND #1101 INTO THE
CCMEP/TANF FUND #2254

BE IT RESOLVED, to approve the following cash advance:

| | | | |
|-------------|------|-------------|-----------------------|
| \$80,000.00 | from | #1101-45556 | (Advance of Cash Out) |
| | into | #2254-45555 | (Cash Advance In) |

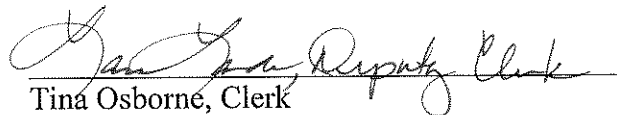
BE IT FURTHER RESOLVED, said cash advance shall be repaid upon sufficient revenue in
fund 2254.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
OhioMeansJobs (file)
Cash Advance file

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1693

Adopted Date December 10, 2019

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2201, 2207, 2223, 2224, 2227, 2228, 2233, 2243 AND 2246

WHEREAS, the anticipated revenue for Fund 2201 Senior Citizens Levy fund has decreased by \$47,058.50; and

WHEREAS, the anticipated revenue for Fund 2207 Law Library Resources fund has decreased by \$95,832.74; and

WHEREAS, the anticipated revenue for Fund 2223 Probate/Juvenile Spec Projects 2303.201 fund has decreased by \$8,123.15; and

WHEREAS, the anticipated revenue for Fund 2224 Common Pleas Special Projects fund has decreased by \$200,996.00; and

WHEREAS, the anticipated revenue for Fund 2227 Probation Supervision 2951.021 fund has decreased by \$83,027.36; and

WHEREAS, the anticipated revenue for Fund 2228 Mental Health Grant fund decreased by \$544.00; and

WHEREAS, the anticipated revenue for Fund 2233 Domestic Shelter fund has decreased by \$5,663.74; and

WHEREAS, the anticipated revenue for Fund 2243 Juvenile Grants fund has decreased by \$46,080.75; and

WHEREAS, the anticipated revenue for Fund 2246 Juvenile Indigent Driver Alcohol fund has decreased by \$1,256.87;

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2201, 2207, 2223, 2224, 2227, 2228, 2233, 2243 and 2246.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (B. Quillen) ✓
Law Library (file)
Mental Health (file)

Amended Cert. file
Juvenile (file)
OMB

Elderly Services (file)
Common Pleas (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36


Office of Budget Commission, County of Warren, Lebanon, Ohio, December 3, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

| FUND TYPE - Special Revenue | Jan. 1st, 2019 | Taxes | Other Sources | Total |
|---|-----------------------|-----------------------|---------------------|------------------------|
| Senior Citizens Services Levy Fund 2201 | \$6,971,575.95 | \$7,607,941.50 | \$0.00 | \$14,579,517.45 |
| Law Library Resources Fund 2207 | \$344,125.22 | | \$340,917.26 | \$685,042.48 |
| Probate/Juvenile Spec Proj 2303.201 Fund 2223 | \$304,007.67 | | \$32,876.85 | \$336,884.52 |
| Common Pleas Special Projects Fund 2224 | \$296,865.91 | | \$75,004.00 | \$371,869.91 |
| Probation Supervision 2951.021 Fund 2227 | \$530,785.61 | | \$74,472.64 | \$605,258.25 |
| Mental Health Grant Fund 2228 | \$76,044.73 | | \$34,456.00 | \$110,500.73 |
| Domestic Shelter Fund 2233 | \$22,436.00 | | \$39,336.26 | \$61,772.26 |
| Juvenile Grants Fund 2243 | \$311,599.53 | | \$48,519.25 | \$360,118.78 |
| Juvenile Indigent Driver Alcohol Fund 2246 | \$18,551.09 | | \$4,743.13 | \$23,294.22 |
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| TOTAL | \$8,875,991.71 | \$7,607,941.50 | \$650,325.39 | \$17,134,258.60 |

Amend 19 25
 2201 (47,058.50)
 2207 (95,832.74)
 2223 (8,123.15)
 2224 (200,996.00)
 2227 (83,027.36)
 2228 (544.00)
 2233 (5,663.74)
 2243(46,080.75)
 2246 (1,256.87)
 Total Amendment (488,583.11)



Budget
Commission

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1694

Adopted Date December 10, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR LODGINGS TAX FUND #2231

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2231 in the amount of \$77,351.28; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$70,000.00 into #22310999-5750 (Lodging Tax –Distribution of Funds)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App file
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 6, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

| FUND TYPE - Special Revenue | Jan. 1st, 2019 | Taxes | Other Sources | Total |
|-----------------------------|----------------|--------|---------------|--------------|
| Co Lodging Tax Add'l 1% | \$33,824.74 | \$0.00 | \$877,351.28 | \$911,176.02 |
| Fund 2231 | | | | |
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| TOTAL | \$33,824.74 | \$0.00 | \$877,351.28 | \$911,176.02 |

_____)
Matt Nolan)
 _____)
 _____) Budget
 _____) Commission

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1695

Adopted Date December 10, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO WATER REVENUE FUND 5510

WHEREAS, the Water and Sewer Department purchases water; and

WHEREAS, a supplemental appropriation is necessary to accommodate said transaction; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation:

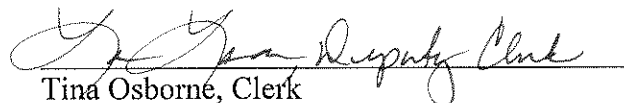
\$ 175,000.00 into 55103200-5430 (Utilities)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor ✓
Supplemental App. file
Water/Sewer (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1696

Adopted Date December 10, 2019

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the fifth and sixth disbursement of their mandated share for SFY 2020 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:


| | | | |
|-------------|------|----------------|--|
| \$31,599.84 | from | #11011112-5742 | (Commissioners Grants - Public Assistance) |
| | into | #2203-49000 | (Human Services - Public Assistance) |

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1697

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Emergency Services Fund #11012850 in order to process a vacation leave payouts for Ronald Kronenberger and David Griffin former employee of Emergency Services:

\$2,421.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012850-5882 (Emergency Services - Vacation Leave Payout)

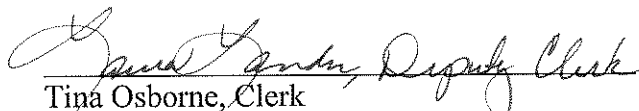
\$5,845.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11012850-5881 (Emergency Services - Sick Leave Payout)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)
OMB

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1698

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office – Corrections Fund #11012210 in order to process a vacation leave payout for Leah Smith former employee of Sheriff's Office - Corrections:

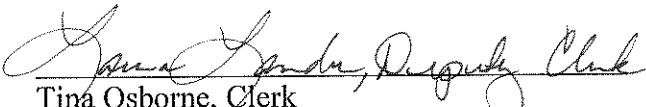
| | | | |
|------------|------|----------------|--|
| \$5,641.00 | from | #11011110-5882 | (Commissioners - Vacation Leave Payout) |
| | into | #11012210-5882 | (Sheriff's Office - Corrections - Vacation Leave Payout) |

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1699

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

| | | |
|------------|---------------------|--|
| \$959.00 | from #11011300-5114 | (Overtime) |
| | into #11011300-5108 | (Board Salaries) |
| \$2000.00 | from #11011300-5114 | (Overtime) |
| | into #11011300-5318 | (Non Capital Purchase w/Data Approval) |
| \$7,507.00 | from #11011300-5850 | (Training/Education) |
| | into #11011300-5317 | (Non Capital Purchases) |
| \$3,000.00 | from #11011300-5850 | (Training/Education) |
| | into #11011300-5400 | (Purchased Services) |
| \$1,000.00 | from #11011300-5850 | (Training/Education) |
| | into #11011300-5102 | (Regular Salaries) |

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1700

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$13,812.02 from #11011600-5830 (Workers Compensation)
into #11011600-5410 (Contracts BOCC Approved)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1701

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

| | | | |
|------------|------|----------------|-------------------------------|
| \$2,500.00 | from | #11012100-5910 | (Coroner –Other Expense) |
| | into | #11012100-5400 | (Coroner –Purchased Services) |

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1702

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

| | | | |
|----------|------|----------------|-------------------------------|
| \$650.00 | from | #11012100-5850 | (Coroner –Training/Education) |
| | into | #11012100-5400 | (Coroner –Purchased Services) |

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1703

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS
11012200 AND 11012210

BE IT RESOLVED, to approve the following appropriation adjustments:

| | |
|-------------|---------------------------------------|
| \$20,000.00 | from 11012200-5102 (Regular Salaries) |
| | into 11012200-5114 (Overtime) |
| \$15,000.00 | from 11012200-5102 (Regular Salaries) |
| | into 11012210-5114 (Overtime) |
| \$3,000.00 | from 11012210-5102 (Regular Salaries) |
| | into 11012210-5811 (PERS) |

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Sheriff's Office (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1704

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

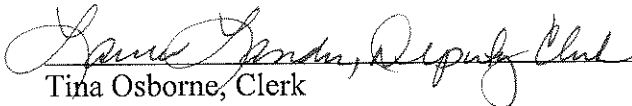
\$1,000.00 from #11012810-5210 (Materials & Supplies)
into #11012810-5910 (Other Expense)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1705

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND # 4492

BE IT RESOLVED, to approve the following appropriation adjustment:

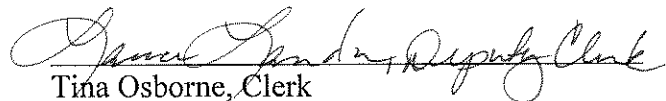
\$ 63,147.00 from #44923825-5320 (Capital Purchases)
into #44923823-5400 (Purchased Services)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1706

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND
#2202

BE IT RESOLVED, to approve the following appropriation adjustment to account for payroll and telephone expenses for the remainder of year:

| | | | |
|-----------|------|----------------|----------------------|
| \$ 10,000 | from | #22023130-5400 | (Purchased Services) |
| 4,000 | into | #22023130-5102 | (Regular Salaries) |
| 3,000 | into | #22023130-5811 | (PERS) |
| 2,000 | into | #22023130-5871 | (Medicare) |
| 1,000 | into | #22023110-5431 | (Telephone) |

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 19-1707

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

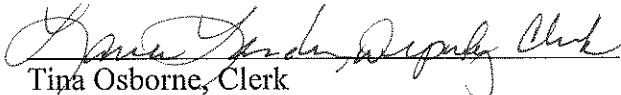
\$50,000.00 from #227351005447 (Child Placement Specialized)
into #227351005910 (Other Expenses)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1708

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Brittany Owens:

\$80.00 from #22735100-5102 (Regular Salaries)
 into #22735100-5882 (Accum. Vacation Payout)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)
OMB

Resolution

Number 19-1709

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for operating expenses; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

| | | |
|-------------|--------------------|--------------------------|
| \$12,000.00 | from 55103209-5400 | (Purchased Services) |
| | into 55103200-5400 | (Purchased Services) |
| \$10,000.00 | from 55103200-5102 | (Salaries) |
| | into 55103200-5114 | (Overtime) |
| \$9,000.00 | from 55103200-5210 | (Materials and Supplies) |
| | into 55103200-5223 | (Gas and Oil) |

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/jad

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1710

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #5590

BE IT RESOLVED, to approve the following appropriation adjustment to account for amendment to the Strand Contract for Stormwater Support:

\$ 11,200.00 from #55903090-5102 (Regular Salaries)
into #55903090-5400 (Purchased Services)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 19-1711

Adopted Date December 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #6619

BE IT RESOLVED, to approve the following appropriation adjustment:

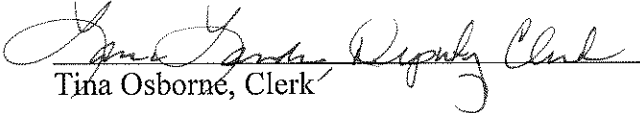
\$10,000 from #66191110-5320 (Capital Purchase)
 into #66191110-5210 (Material & Supplies)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

Resolution

Number 19-1712

Adopted Date December 10, 2019

APPROVE SITE PLAN REVIEW APPLICATION OF CINCINNATI ZOOLOGICAL SOCIETY RELATIVE TO AN OUTDOOR EDUCATION FACILITY IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met this 10th day of December 2019, to consider the Site Plan Review application of Cincinnati Zoological Society relative to the development of an outdoor education facility; and

WHEREAS, this Board has considered the recommendation from the Rural Zoning Department, Regional Planning Commission and all those present to speak in favor of approval and no one being present to speak in opposition; and

NOW THEREFOR BE IT RESOLVED, to approve the Site Plan Review Application of the Cincinnati Zoological Society relative to the development of an outdoor education facility in Turtlecreek Township subject to the following conditions:

1. Any access and storm water facilities permits shall be completed with the WC Engineer's Office.
2. If required, properly obtained all development permits within a FEMA designated flood zone per the Warren County Flood Reduction Regulations.
3. Supply the Warren County Combined Health District required documentation to review prior to licensing the proposed private campground as a resident camp.
4. As requested by the Turtlecreek Township Trustees and Fire Chief- place Identifying Marks on the trails for location purpose for emergency response, markers do not require zoning permits.
5. Signage shall comply with Warren County Zoning Code Article 3, Chapter 6;
6. All exterior lighting shall meet the requirements of Zoning Code Article 3, Chapter 5;
7. All service structures will be screened from view per Zoning Code Article 3 Chapter 4;
8. Maintain the existing tree line between the campsite and the adjoining property to the north and east Article 3, Chapter 2.

Mr. Grossmann moved for adoption of the foregoing resolution, being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)
Applicant
Turtlecreek Township Trustees

Resolution

Number 19-1713

Adopted Date December 10, 2019

APPROVE SITE PLAN REVIEW APPLICATION OF CINCINNATI ZOOLOGICAL SOCIETY RELATIVE TO THE DEVELOPMENT OF A SOLAR ARRAY IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met this 10th day of December 2019, to consider the Site Plan Review application of Cincinnati Zoological Society relative to the development of a solar array; and

WHEREAS, this Board has considered the recommendation from the Rural Zoning Department, Regional Planning Commission and all those present to speak relative to the application; and

NOW THEREFOR BE IT RESOLVED, to approve the Site Plan Review Application of the Cincinnati Zoological Society relative to the development of a solar array in Turtlecreek Township subject to the following conditions:

1. Any working private water or sewage treatment systems require an inspection conducted by the Warren County Combined Health District to ensure that the solar arrays will not impact the existing system. If the systems will no longer be used they must be abandoned or sealed per the Ohio Administrative Code.
2. Any access and storm water facilities permits shall be completed with the Warren County Engineer's Office.
3. If required, properly obtain all development permits within a FEMA designated flood zone per the Warren County Flood Reduction Regulations.
4. Signage shall comply with Warren County Zoning Code Article 3, Chapter 6;
5. All exterior lighting shall meet the requirements of Zoning Code Article 3, Chapter 5;
6. All service structures will be screened from view per Zoning Code Article 3 Chapter 4;
7. The current natural buffer to be maintained and streetscape trees are required at a rate of one (1) tree per forty (40) feet of frontage with a minimum of one (1) tree per parcel (per Section 3.405 Buffering and Screening Requirements.)

Mr. Grossmann moved for adoption of the foregoing resolution, being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)
Applicant
Turtlecreek Township Trustees

Resolution

Number 19-1714

Adopted Date December 10, 2019

CONTINUE ADMINISTRATIVE HEARING RELATIVE TO REVISED STAGE 2 PUD FOR
MIAMI VALLEY GAMING

BE IT RESOLVED, to continue the administrative hearing to consider the Revised Stage 2 PUD for Miami Valley Gaming; said hearing to be continued to December 17, 2019, at 9:30 a.m. in the Commissioner' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

Mr. Young moved for adoption of the foregoing resolution, being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Grossmann - yea
Mr. Young - yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RPC (file)
Administrative hearing file

Resolution

Number 19-1715

Adopted Date December 10, 2019

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN LETTER TO THE COUNTY RISK SHARING AUTHORITY (CORSA) PERTAINING TO RENEWAL NOTIFICATION REQUIREMENTS

WHEREAS, in accordance with the CORSA Agreement and the notification requirement contained therein, the Board of County Commissioners wish to reserve the right to accept other insurance quotations; and

WHEREAS, if subsequently determined by the Board of County Commissioners, the Board reserves the right to withdraw from the CORSA program; and

WHEREAS, the Board hereby authorizes Tiffany Zindel, County Administrator, to sign the letter to the County Risk Sharing Authority advising CORSA of such notification; and

NOW THEREFORE BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to sign the letter to the County Risk Sharing Authority pertaining to renewal notification requirements of the CORSA Agreement; letter attached hereto.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mrs. Jones – yea
Mr. Young – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/ Letter to CORSA

C: Adam Balls, World Risk
County Risk Sharing Authority
Tammy Whitaker, OMB
File



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

December 10, 2019

County Risk Sharing Authority, Inc.
209 East State Street
Columbus, Ohio 43215-4309

Dear Mr. Frank Hatfield:

In accordance with our County Risk Sharing Authority, Inc. (CORSA) Participation Agreement, we are reserving the right to accept other insurance quotations.

If it is subsequently determined by the Commissioners, we also reserve the right to withdraw from the CORSA program. This notice complies with the Agreement's notification requirement, should we decide to withdraw at our next anniversary or at any future anniversary

Authorized by:

Tiffany Zindel

Print Name:

Tiffany Zindel

Date:

12-10-19

County:

Warren County

Sincerely,

Mrs. Tiffany Zindel
Administrator
Warren County

(This letter sent certified mail.)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1716

Adopted Date December 10, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKERS COMP FUND #6636

BE IT RESOLVED, to approve the following supplemental appropriation:

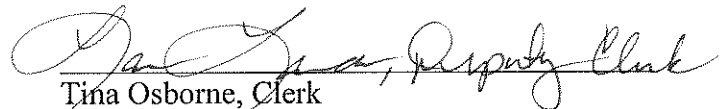
\$39,000.00 into 66360110-5400 (Workers Comp – Purchased Services)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Supplemental Appropriation file
Airport (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1717

Adopted Date December 10, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
DECEMBER 12, 2019

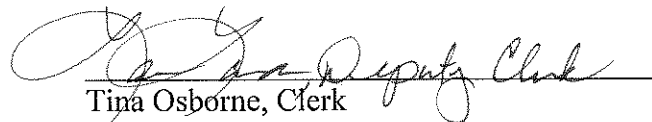
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
December 12, 2019.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Grossmann – yea
Mr. Young – yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 19-1718

Adopted Date December 10, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO SUBMIT LETTER TO THE U.S. SECRETARY OF STATE RELATIVE TO LOCAL INVOLVEMENT IN RESETTLEMENT PURSUANT TO EXECUTIVE ORDER 13888

WHEREAS, this Board is in receipt of a request from the Catholic Charities of Southwestern Ohio requesting formal consent for continued refugee resettlement in Warren County, Ohio; and

WHEREAS, upon review of the request, it was determined that:

1. A maximum of 18,000 refugees will be admitted into the US per year.
2. Refugees selected for resettlement are screened, adjudicated and processed for resettlement overseas, prior to traveling to the United States. The Department of State, Department of Defense, Department of Homeland Security, FBI, and National Counter Terrorism Center conduct thorough background screenings of all refugees prior to their resettlement in the United States.

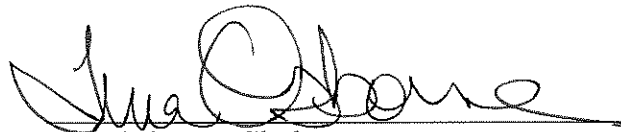
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to submit a letter to the U.S. Secretary of State consenting for Warren County, Ohio to continue to be a refugee resettlement area; copy of letter attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution, being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones - yea
Mr. Young - nay
Mr. Grossmann - yea

Resolution adopted this 10th day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Commissioners file
Catholic Charities Southwestern Ohio (ascheid@ccswoh.org)



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250
Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

December 17, 2019

Secretary Michael R. Pompeo
U.S. Department of State
2201 C Street NW
Washington DC, 20520

Dear Secretary Pompeo:

This letter is in reference to Executive Order 13888, "*On Enhancing State and Local Involvement in Resettlement.*"

As President of the Board of Warren County Commissioners, I consent to initial refugee resettlement in Warren County, Ohio as per the terms of the Executive Order and consistent with previous practice. My consent is valid unless or until withdrawn.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Shannon Jones, President of the Board

CC: Principal Deputy Assistant Secretary Carol T. O'Connell
Bureau of Population, Refugees, and Migration
U.S. Department of State

Attachment: County Jurisdiction

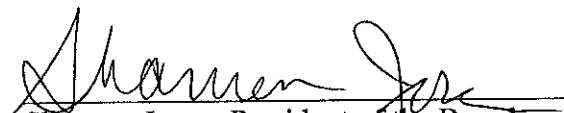
As President of the Board of Warren County Commissioners, I confirm the following municipalities and townships are within the jurisdiction of Warren County, Ohio:

MUNICIPALITIES

Butler, Ohio
Butler, Ohio
Carlisle, Ohio
Corwin, Ohio
Franklin, Ohio
Harveysburg, Ohio
Lebanon, Ohio
Loveland, Ohio
Maineville, Ohio
Mason, Ohio
Middletown, Ohio
Monroe, Ohio
Morrow, Ohio
Pleasant Plain, Ohio
South Lebanon, Ohio
Springboro, Ohio
Waynesville, Ohio

TOWNSHIPS

Clearcreek Township
Deerfield Township
Franklin Township
Hamilton Township
Hamilton Township
Harlan Township
Massie Township
Salem Township
Turtlecreek Township
Union Township
Washington Township
Wayne Township


Shannon Jones, President of the Board
Warren County Commissioners