



2020				
COMMISSIONER DEPARTMENTS				
COMPENSATION SCHEDULE "A"				
EXEMPT (SALARIED PERSONNEL)				
PAY RANGE			MINIMUM	MAXIMUM
A	13-19		\$32,027.51	\$66,968.64
B	20-26		\$43,948.47	\$84,430.55
C	Dept. Heads			Discretionary
COMPENSTATION SCHEDULE "B"				
NON-EXEMPT (HOURLY PERSONNEL)				
PAY RANGE			MINIMUM	MAXIMUM
1			\$10.57	\$15.78
2			\$10.79	\$16.20
3			\$10.99	\$16.58
4			\$11.22	\$17.05
5			\$11.39	\$17.44
6			\$11.60	\$17.91
7			\$11.78	\$18.32
8			\$12.33	\$19.16
9			\$12.87	\$20.05
10			\$13.43	\$20.98
11			\$14.05	\$21.99
12			\$14.71	\$22.98
13			\$15.41	\$24.04
14			\$16.08	\$25.18
15			\$16.85	\$26.39
16			\$17.57	\$27.58
17			\$18.41	\$28.87
18			\$19.28	\$31.13
19			\$20.18	\$32.29
20			\$21.13	\$33.83
21			\$22.14	\$35.09
22			\$23.21	\$36.37
23			\$24.32	\$37.65
24			\$25.48	\$38.93
25			\$26.68	\$40.21
26			\$27.99	\$41.48
pay scale for year 2020				

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1720

Adopted Date December 17, 2019

AMEND PAY SCHEDULE RELATIVE TO THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION


BE IT RESOLVED, to increase the minimum and maximum wage rates for each pay range for the pay schedule relative to the Warren County Job and Family Services, Human Services Division; as attached hereto and made a part hereof effective pay period starting January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Classification/Compensation Plan file  
Human Services (file)  
OMB (Sue Spencer)

2020			
	DEPARTMENT OF HUMAN SERVICES		
	COMPENSATION SCHEDULE "A"		
	EXEMPT (SALARIED PERSONNEL)		
PAY RANGE	MINIMUM		MAXIMUM
A	\$38,533.87		\$83,140.49
B	DEPARTMENT HEAD - DISCRETIONARY		
PAY RANGE	MINIMUM		MAXIMUM
1	\$12.40		\$18.12
2	\$12.93		\$18.92
3	\$13.18		\$19.17
4	\$13.76		\$20.08
5	\$14.47		\$21.15
6	\$15.22		\$22.69
7	\$16.30		\$24.68
8	\$17.26		\$26.94
9	\$18.49		\$29.44
10	\$20.15		\$32.80
11	\$22.04		\$35.94
12	\$23.39		\$40.16
13	\$25.61		\$44.06
pay scale for Human Services Year 2020			



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

# Resolution

Number 19-1721

Adopted Date December 17, 2019

**AMEND PAY SCHEDULE RELATIVE TO THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION**

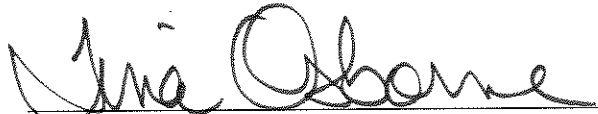
BE IT RESOLVED, to increase the minimum and maximum wage rates for each pay range for the pay schedule relative to the Warren County Job and Family Services, Children Services Division; as attached hereto and made a part hereof effective pay period starting January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Classification/Compensation Plan file  
Children Services (file)  
OMB (Sue Spencer)

2020	DEPARTMENT OF CHILDREN SERVICES		
	COMPENSATION SCHEDULE "A"		
	EXEMPT (SALARIED PERSONNEL)		
PAY RANGE	MINIMUM		MAXIMUM
A	\$41,281.36		\$89,068.48
B	DEPARTMENT HEAD - DISCRETIONARY		
PAY RANGE	MINIMUM		MAXIMUM
1	\$13.30		\$18.86
2	\$13.86		\$19.68
3	\$14.13		\$19.94
4	\$14.75		\$20.90
5	\$15.51		\$21.99
6	\$16.30		\$23.73
7	\$17.27		\$25.66
8	\$18.49		\$28.02
9	\$19.84		\$30.63
10	\$21.59		\$34.10
11	\$23.59		\$37.37
12	\$25.05		\$41.76
13	\$27.47		\$45.83
14	\$29.10		\$48.57
15	\$30.84		\$50.69
pay scale for Children Services Year 2020			

# Resolution

Number 19-1722

Adopted Date December 17, 2019

## APPROVE SALARY INCREASES RELATIVE TO COMMISSIONERS' EMPLOYEES

BE IT RESOLVED, to approve salary increase for employees under the Board's jurisdiction as reflected in the attached schedule; and

BE IT FURTHER RESOLVED, that said salary increases shall be effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:	Facilities Management (file)	Building/Zoning (file)	OMB (file)
	Garage (file)	Commissioners file	OhioMeansJobs (file)
	Emergency Services (file)	Telecom (file)	Water/Sewer (file)
	Dog/Kennel (file)	Human Serv. (file)	Children Serv. (file)
	Economic Development (file)	Grants (file)	T. Zindel
	All personnel files	Solid Waste (file)	

	2019 Wage	Pay Range	2020 Wage
<b>Building &amp; Zoning</b>			
Roderick Adler	\$ 2,500.00	B	\$ 2,550.00
Stephanie Austin	\$ 18.77	14	\$ 19.15
Lucy Gambrel	\$ 16.40	13	\$ 16.73
Jacqueline Hankins	\$ 13.84	10	\$ 14.12
Anna Helton	\$ 1,696.40	18	\$ 1,730.33
Alan Higgins	\$ 26.52	16	\$ 27.05
Gary Hubbs	\$ 29.58	19	\$ 30.17
Tyler Johnson	\$ 22.44	14	\$ 22.89
Candy Massie	\$ 14.85	12	\$ 15.15
Aiden Payzant	\$ 23.11	14	\$ 23.57
Ron Sempsrott	\$ 2,631.60	B	\$ 2,684.23
Michelle Tegmeier	\$ 2,116.00	B	\$ 2,158.32
William Williams	\$ 28.56	19	\$ 29.13
<b>Children Services</b>			
Shawna Barger	\$ 2,601.00	B	\$ 2,731.40
Michaela Becktel	\$ 1,976.68	A	\$ 2,016.21
Lisa Benton	\$ 1,976.68	A	\$ 2,016.21
Ashleigh Blair	\$ 15.67	5	\$ 15.98
Aimee Burke	\$ 2,007.67	A	\$ 2,047.82
Jennifer Carman	\$ 1,929.65	A	\$ 1,968.24
Kelly Carpenter	\$ 1,976.68	A	\$ 2,016.21
Teresa Davis	\$ 19.42	8	\$ 19.81
Desiree Dietmeyer	\$ 15.21	5	\$ 15.51
Brenda Everett	\$ 19.77	8	\$ 20.17
Laney Foster	\$ 18.67	8	\$ 19.04
Geof Garver	\$ 2,559.16	A	\$ 2,610.34
Dana Gerstner	\$ 1,976.73	A	\$ 2,016.26
Cara Harrison	\$ 15.67	5	\$ 15.98
Vanessa Henson	\$ 18.67	8	\$ 19.04
Kevin Hogg	\$ 19.77	8	\$ 20.17
Christian Jent	\$ 15.98	5	\$ 16.30
Patricia Jett	\$ 14.34	2	\$ 14.63
Bradley Kreusch	\$ 15.98	6	\$ 16.30
Kirsten Lewis	\$ 1,976.68	A	\$ 2,016.21
*Elaine Luers	\$ 21.19	9	\$ 21.61
Delainey Max	\$ 15.98	6	\$ 16.30
Molly Miller	\$ 18.67	8	\$ 19.04
Katherine Mullins	\$ 19.04	8	\$ 19.42
Diana O'Conner	\$ 18.67	8	\$ 19.04
Randi Phillips	\$ 16.46	6	\$ 16.79
Melissa Pittman	\$ 21.81	10	\$ 22.25
Amber Pleasant	\$ 21.81	10	\$ 22.25
Katie Pyle	\$ 21.81	10	\$ 22.25
Amanda Rauh	\$ 18.13	8	\$ 18.49
Kyla Russell	\$ 15.98	6	\$ 16.30
Trisha Schulz	\$ 19.04	8	\$ 19.42
Tanya Seller	\$ 1,976.68	A	\$ 2,016.21
Jennifer Stacy	\$ 21.81	10	\$ 22.25
Ashley Stutzman	\$ 1,976.68	A	\$ 2,016.21
Tamara Thomas	\$ 15.67	5	\$ 15.98
Tiffany Tuttle	\$ 19.42	8	\$ 19.81
Amber Valentine	\$ 1,976.68	10	\$ 2,016.21
<b>Commissioner's Office</b>			
Kiana Hawk	\$ 15.56	13	\$ 15.87
Laura Lander	\$ 19.90	15	\$ 20.30
Candace Miller	\$ 1,600.00	A	\$ 1,632.00
<b>Dog &amp; Kennel</b>			
Scott Dunning	\$ 15.56	13	\$ 15.87
Michael Hurst	\$ 19.47	18	\$ 19.86
Zachary Thompson	\$ 17.02	15	\$ 17.36
<b>Facilities Management</b>			
Glen Anderson	\$ 11.55	7	\$ 11.78
Wesley Baker	\$ 17.36	15	\$ 17.71
Randall Bevins	\$ 24.51	19	\$ 25.00
Leeann Bussell	\$ 12.98	7	\$ 13.24

\* Denotes Part-Time

Mark Campbell	\$ 19.10	13	\$ 19.48
Christopher Carman	\$ 24.51	19	\$ 25.00
Wayne Click	\$ 18.59	17	\$ 18.96
Brandon Coldiron	\$ 12.48	7	\$ 12.73
William David	\$ 18.60	17	\$ 18.97
Phyllis Davidson	\$ 16.23	14	\$ 16.55
Dewayne Gordon	\$ 14.69	9	\$ 14.98
David Gross	\$ 22.00	19	\$ 22.44
Traci Guthrie	\$ 20.47	18	\$ 20.88
Mark Harrison	\$ 2,281.60	A	\$ 2,327.23
David Helton	\$ 16.23	14	\$ 16.55
Mark Hobbs	\$ 11.90	7	\$ 12.14
Sandy Howard	\$ 11.55	7	\$ 11.78
William Howard	\$ 12.35	7	\$ 12.60
Robert Isbell	\$ 24.51	19	\$ 25.00
Mark Johnson	\$ 24.51	19	\$ 25.00
Richard Johnson	\$ 21.93	17	\$ 22.37
Justin Kildow	\$ 22.00	19	\$ 22.44
Megan Mahoney	\$ 11.67		\$ 11.90
Ricky Marhsall	\$ 13.00	9	\$ 13.26
Ehren McClelland	\$ 11.90	7	\$ 12.14
Jeremy Miller	\$ 20.98	17	\$ 21.40
Chelsea Morris	\$ 11.55	7	\$ 11.78
Dave Nolen	\$ 24.51	19	\$ 25.00
Blake Pottorf	\$ 17.02	15	\$ 17.36
Robert Redmon	\$ 13.97	9	\$ 14.25
Samuel Roberts	\$ 22.30	19	\$ 22.75
Jacqueline Ruffner	\$ 12.35	7	\$ 12.60
Leslie Smith	\$ 11.90	7	\$ 12.14
Jessica Stohlman	\$ 12.36	7	\$ 12.61
Jim Volkerding	\$ 24.60	19	\$ 25.09
Bryson Wells	\$ 11.55	7	\$ 11.78
Daniel Young	\$ 12.11	7	\$ 12.35
Mark Zindel	\$ 30.40	19	\$ 31.01
<b>Garage</b>			
Jason Campbell	\$ 24.51	16	\$ 25.00
Nolan Cook	\$ 28.19	20	\$ 28.75
Darrell Lamb	\$ 24.51	16	\$ 25.00
Darrin Sparks	\$ 24.51	16	\$ 25.00
Nicole Remenowsky	\$ 18.90	18	\$ 19.28
<b>Grants</b>			
Vicki Perry	\$ 16.20	10	\$ 16.52
<b>Human Services</b>			
Jessica Anderson	\$ 15.37	6	\$ 15.68
Julie Arrowood	\$ 15.37	6	\$ 15.68
Amanda Baldwin	\$ 16.46	7	\$ 16.79
Heidi Base-Smith	\$ 17.28	7	\$ 17.63
Stacie Biggs	\$ 15.68	6	\$ 15.99
Irina Booher	\$ 14.92	6	\$ 15.22
Rebecca Bradley	\$ 15.37	6	\$ 15.68
Rachel Brockhuis	\$ 16.46	7	\$ 16.79
Arlene Byrd	\$ 2,244.86	B	\$ 2,600.77
Jodi Campbell	\$ 16.47	7	\$ 16.80
Julia Coleman	\$ 15.68	6	\$ 15.99
Kiley Dane	\$ 19.33	6	\$ 19.72
Terry Finamore	\$ 17.81	6	\$ 18.17
Jennifer Francis	\$ 15.37	6	\$ 15.68
Tim Hunsaker	\$ 17.50	7	\$ 17.85
Hollie Justice	\$ 1,862.52	A	\$ 1,899.77
Patricia Diane Lockard	\$ 16.46	7	\$ 16.79
Svitlana V. Lytvynuk	\$ 1,826.00	A	\$ 1,862.52
Michelle McIntyre	\$ 17.29	6	\$ 17.64
Kelly Napier	\$ 14.92	6	\$ 15.22
Stacey Newdigate	\$ 24.11	13	\$ 24.59
Hannah Oeder	\$ 14.92	6	\$ 15.22
Shannon Oxley	\$ 15.37	6	\$ 15.68
Michaela Reddick	\$ 14.92	6	\$ 15.22
James Ryan	\$ 21.16	10	\$ 21.58
Nakita Sanders	\$ 15.37	6	\$ 15.68
John Seibert II	\$ 15.99	6	\$ 16.31

\* Denotes Part-Time

Alison Smith	\$ 15.37	6	\$ 15.68
Ryanne Sorrell	\$ 15.68	6	\$ 15.99
Ruth Stilgenbauer	\$ 14.92	6	\$ 15.22
Kaylie Strickland	\$ 15.68	6	\$ 15.99
Theresa Turner	\$ 16.95	6	\$ 17.29
Lisa Walton	\$ 1,937.77	A	\$ 1,976.53
Kristy Williams	\$ 14.92	6	\$ 15.22
Courtney Wilson	\$ 18.42	7	\$ 18.79
<b>Economic Development</b>			
Brian Beaudry	\$ 1,517.60	A	\$ 1,547.95
Rebekah Brigano	\$ 15.56	13	\$ 15.87
<b>Emergency Services</b>			
Melissa Abrams	\$ 19.47	18	\$ 19.86
Jonathan Bright	\$ 28.74	15%+C	\$ 29.31
Tonya Cornett	\$ 28.74	15%+C	\$ 29.31
Chris Dill	\$ 28.74	15%+C	\$ 29.31
Samantha Hall	\$ 30.18	5%+S	\$ 30.78
Lesli Holt	\$ 22.27	19	\$ 22.72
Brian Hotel	\$ 28.74	15%+C	\$ 29.31
Kenneth Losekamp	\$ 14.00		\$ 14.28
Jesse Madden	\$ 2,644.66	B	\$ 2,697.55
David Wood	\$ 17.36	15	\$ 17.71
<b>OhioMeansJobs</b>			
Thomas Duffy	\$ 16.55	14	\$ 16.88
Lucian Hatfield	\$ 17.75	14	\$ 18.11
Joshua Hisle	\$ 16.23	14	\$ 16.55
David House	\$ 17.02	15	\$ 17.36
Margarette Huddleston	\$ 15.56	13	\$ 15.87
Michael Stern	\$ 18.96	17	\$ 19.34
Kristin Thomas	\$ 15.76	14	\$ 16.08
<b>OMB</b>			
Julie Driscoll	\$ 15.88	10	\$ 16.20
Kimberly Mehl	\$ 18.02	15	\$ 18.38
Unika Miller	\$ 20.50	15	\$ 20.91
Susan Spencer	\$ 2,448.92	B	\$ 2,497.90
Jeffery Stilgenbauer	\$ 17.02	15	\$ 17.36
Tammy Whitaker	\$ 2,571.38	B	\$ 2,622.81
<b>Solid Waste</b>			
Larry Barton	\$ 18.50	12	\$ 18.87
Ron Van Hook	\$ 18.48	12	\$ 18.85
<b>Telecommunications</b>			
Paul Bernard	\$ 2,698.79	B (21)	\$ 2,752.77
Rhonda Bernard	\$ 27.24	18	\$ 27.78
Brian Bomer	\$ 20.00	18	\$ 20.40
Daniel Bunning	\$ 24.16	18	\$ 24.64
Mike Callahan	\$ 21.28	18	\$ 21.71
Jeffrey Cebin	\$ 30.41	21	\$ 31.02
Gary Estes	\$ 3,265.25	C	\$ 3,330.56
Dustin Flint	\$ 3,040.00	B	\$ 3,100.80
Deborah Griffith	\$ 18.47	13	\$ 18.84
Gary Hardwick	\$ 3,046.61	B (25)	\$ 3,107.54
Jessica Johnson	\$ 16.20	13	\$ 16.52
*Allison Lyons	\$ 25.08	18	\$ 25.58
Jeremiah Marcum	\$ 25.72	20	\$ 26.23
Glenn McKeenan	\$ 2,502.80	B (21)	\$ 2,552.86
Joshua Moyer	\$ 25.71	18	\$ 26.22
Joseph Newton	\$ 26.00	20	\$ 26.52
Kristy Oeder	\$ 19.47	18	\$ 19.86
Don Sebastianelli	\$ 35.10	20	\$ 35.80
David Shiverdecker	\$ 22.00	20	\$ 22.44
Becky Trovillo	\$ 14.12	10	\$ 14.40
Garrett Wilson	\$ 2,572.87	B (21)	\$ 2,624.33
<b>Water &amp; Sewer</b>			
Seth Adams	\$ 18.35	15	\$ 18.72
Charles Allen	\$ 24.01	17	\$ 24.49
Arlis Shane Ammons	\$ 18.35	15	\$ 18.72

\* Denotes Part-Time

Travis Allen	\$ 21.45	17	\$ 21.88
Wyatt Allen	\$ 15.94	13	\$ 16.26
Brian Bailey	\$ 20.23	15	\$ 20.63
Rick Baker	\$ 19.73	13	\$ 20.12
Thomas Barnes	\$ 25.41	19	\$ 25.92
Tiffany Barnett	\$ 15.16	12	\$ 15.46
Michael Beers	\$ 18.70	15	\$ 19.07
Taylor Bishop	\$ 26.00	19	\$ 26.52
Donald Brewer	\$ 29.90	21	\$ 30.50
James Brewer	\$ 21.45	17	\$ 21.88
Shawn Brinson	\$ 15.16	12	\$ 15.46
Lori Buckler	\$ 23.50	17	\$ 23.97
Jeffrey Byrd	\$ 2,829.89	B (23)	\$ 2,886.49
George Campbell	\$ 18.42	12	\$ 18.79
Kenneth Cole	\$ 17.23	12	\$ 17.57
Jon Collins	\$ 31.21	19	\$ 31.83
Kevin Curran	\$ 22.29	17	\$ 22.74
Brendan Czinege	\$ 15.94	13	\$ 16.26
Connor Davis	\$ 26.50	20	\$ 27.03
Jodi Davis	\$ 21.14	15	\$ 21.56
Rhonda Day	\$ 14.42	12	\$ 14.71
Jason Faulkner	\$ 21.20	15	\$ 21.62
Amy Fox	\$ 18.68	14	\$ 19.05
Jeff Garland	\$ 30.77	20	\$ 31.39
Michael Gates	\$ 21.45	17	\$ 21.88
Kathryn Gilbert	\$ 1,978.36	B	\$ 2,017.93
Laura Gray	\$ 28.09	19	\$ 28.65
Gary Grismer	\$ 16.61	13	\$ 16.94
Eugene Gutermuth II	\$ 19.09	13	\$ 19.47
Eric Haddix	\$ 33.24	20	\$ 33.90
Ila Hartrum	\$ 14.85	12	\$ 15.15
Darrell Helton	\$ 24.83	17	\$ 25.33
Amy Hensley	\$ 18.79	14	\$ 19.17
Alexander Hobbs	\$ 19.43	17	\$ 19.82
Doug Ingram Jr.	\$ 21.45	17	\$ 21.88
Tal Jernigan	\$ 19.01	15	\$ 19.39
Doyle Johnson	\$ 27.96	19	\$ 28.52
Mike Jones	\$ 28.09	20	\$ 28.65
John Kendrick	\$ 21.31	17	\$ 21.74
Mike Lamb	\$ 21.04	15	\$ 21.46
Hunter Langdon	\$ 15.48	13	\$ 15.79
Robert Leak	\$ 17.61	13	\$ 17.96
Janet Lundy	\$ 18.86	13	\$ 19.24
Ken Malicote	\$ 21.60	15	\$ 22.03
Shawn Martin	\$ 18.36	15	\$ 18.73
John McIntosh	\$ 21.31	17	\$ 21.74
Andrew Napier	\$ 15.94	13	\$ 16.26
Roy Noe	\$ 22.72	17	\$ 23.17
Frank Osborn	\$ 25.01	19	\$ 25.51
Adam Osterday	\$ 26.50	20	\$ 27.03
Brent Powell	\$ 16.91	13	\$ 17.25
Ryan Powell	\$ 17.41	14	\$ 17.76
Claude Powers	\$ 19.24	15	\$ 19.62
Theresa Reier	\$ 2,247.26	A (18)	\$ 2,292.21
Christopher Rose	\$ 18.35	15	\$ 18.72
Robert Ruffner	\$ 21.45	17	\$ 21.88
John Sibcy	\$ 21.01	15	\$ 21.43
Jason Sorrell	\$ 2,829.89	B (23)	\$ 2,886.49
Greg Squire	\$ 2,829.89	B (23)	\$ 2,886.49
Jason Strickland	\$ 18.70	15	\$ 19.07
Arron Tate	\$ 20.83	17	\$ 21.25
Angie Tipton	\$ 26.00	19	\$ 26.52
Edward Turner	\$ 30.77	20	\$ 31.39
Kassidy Vernon	\$ 14.85	12	\$ 15.15
Charlie Walker	\$ 18.35	15	\$ 18.72
John Ware	\$ 2,829.89	B (23)	\$ 2,886.49
Christopher Wojnicz	\$ 3,601.39	C	\$ 3,673.42
Jonathan Young	\$ 20.83	17	\$ 21.25
Michael Zeiher	\$ 2,230.77	B	\$ 2,275.39
Nicholas Zimmerman	\$ 20.55	17	\$ 20.96

# Resolution

Number 19-1723

Adopted Date December 17, 2019

## APPROVE SALARY INCREASES RELATIVE TO EMERGENCY COMMUNICATIONS OPERATORS WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, the contract for the Warren County Dispatch Association stipulates a two percent (2%) pay increase for Emergency Communications Operators and Call Takers to be effective on the first day of the first pay period following January 1, 2020; and

BE IT RESOLVED, to approve salary increases to each Emergency Communications Operator Takers effective pay period beginning January 2, 2020 as reflected in the attached schedule.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)  
Personnel Files  
OMB – S. Spencer



	2019 Wage		2020 Wage
Sophia Abrams	\$ 17.93	Contract	\$ 18.29
Joey Bishop	\$ 25.60	Contract	\$ 26.11
Virgina Books	\$ 19.22	Contract	\$ 19.60
Chris Carr	\$ 25.60	Contract	\$ 26.11
Carman Carson	\$ 25.60	Contract	\$ 26.11
Brittany Carvalho	\$ 17.93	Contract	\$ 18.29
Lance Czinege	\$ 17.93	Contract	\$ 18.29
Cortescia Davis	\$ 21.78	Contract	\$ 22.22
Shelby Davis	\$ 21.78	Contract	\$ 22.22
Andrew Farlaino	\$ 25.60	Contract	\$ 26.11
Kelly Fiebig	\$ 25.60	Contract	\$ 26.11
Keith Fudge	\$ 25.60	Contract	\$ 26.11
Cassy Gatio	\$ 25.60	Contract	\$ 26.11
April Kennard	\$ 25.60	Contract	\$ 26.11
Jennifer Key	\$ 17.93	Contract	\$ 18.29
Samuel Lemaster	\$ 21.78	Contract	\$ 22.22
Kristen Miller	\$ 19.22	Contract	\$ 19.60
Sarah Oliver	\$ 21.78	Contract	\$ 22.22
Robert Plummer	\$ 25.60	Contract	\$ 26.11
Ashlee Rector	\$ 25.60	Contract	\$ 26.11
Emmaline Ritchie	\$ 21.78	Contract	\$ 22.22
Dennis Rutter	\$ 25.60	Contract	\$ 26.11
Stacy Ryan	\$ 25.60	Contract	\$ 26.11
David Sauer	\$ 19.22	Contract	\$ 19.60
Emily Schuler	\$ 24.32	Contract	\$ 24.81
Douglas Short	\$ 25.60	Contract	\$ 26.11
Michael Wiggins	\$ 25.60	Contract	\$ 26.11
Amberlee Wilson	\$ 21.78	Contract	\$ 22.22

# Resolution

Number 19-1724

Adopted Date December 17, 2019

## APPROVE SALARY ADJUSTMENTS FOR DEPARTMENT HEADS UNDER THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners wishes to adjust the bi-weekly salary of their department heads; and

NOW THEREFORE BE IT RESOLVED, to adjust the bi-weekly salary of said department heads, effective pay period beginning January 4, 2020; as reflected in the attached schedule

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file) Building/Zoning(file) OMB (file)  
Garage (file) Commissioners file OhioMeansJobs (file)  
Telecom (file) Water/Sewer (file) T. Zindel  
Dog/Kennel (file) Human Serv. (file) Sue Spencer  
Economic Dev. (file) Children Services (file) Grants (file)  
All personnel files Emergency Services (file)

	2019 Wage	2020 Wage
Tiffany Zindel	\$ 4,897.88	\$ 4,995.84
Martin Russell	\$ 3,877.50	\$ 4,038.46
Trevor Hearn	\$ 2,884.62	\$ 2,942.31
Jerry Spurling	\$ 3,262.92	\$ 3,328.18
Tina Osborne	\$ 2,863.50	\$ 2,920.77
Matt Schnipke	\$ 2,824.61	\$ 2,881.10
Melissa Bour	\$ 2,942.31	\$ 3,115.38
Nathan Harper	\$ 2,040.79	\$ 2,081.61
Paul Kindell	\$ 4,207.13	\$ 4,291.27
Chris Brausch	\$ 4,100.06	\$ 4,182.06
Andy Russell	\$ 3,081.60	\$ 3,143.23
Lauren Cavanaugh	\$ 3,061.18	\$ 3,122.40
Matt Fetty	\$ 2,060.80	\$ 2,115.38
Susan Walther	\$ 3,001.16	\$ 3,115.38
Susanne Mason	\$ 2,244.86	\$ 2,289.76

# Resolution

Number 19-1725

Adopted Date December 17, 2019

APPROVE PAY INCREASES FOR STACY SHEFFIELD AND AMY POND WITHIN THE  
WORKFORCE INVESTMENT BOARD BUTLER CLERMONT WARREN

WHEREAS, the Workforce Investment Board Executive Director has requested a five percent (5%) pay increase for Stacy Sheffield, Executive Director and Amy Pond, WIB Operations Administrator effective January 4, 2020 ; and

NOW THEREFORE BE IT RESOLVED, to approve a five percent (5%) pay increase, for Stacy Sheffield, \$3,028.85 bi-weekly and for Amy Pond, 27.76 hourly within Workforce Investment Board Butler Clermont Warren, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Workforce Investment Board (file)  
Stacy Sheffield's Personnel file  
Amy Pond's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1726

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF COREY BURTON TO THE SYSTEM ANALYST POSITION WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Corey Burton has acquired the requested training and certifications for the position and has been performing the job of a System Analyst; and

NOW THEREFORE BE IT RESOLVED, to approve the reclassification of Corey Burton to the position of System Analyst within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$25.10 per hour, effective pay period beginning January 4, 2020.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)  
C. Burton's Personnel file  
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1727

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF JIMMY HOLLON TO THE SYSTEM ANALYST POSITION WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Jimmy Hollon has acquired the requested training and certifications for the position and has been performing the job of a System Analyst; and

NOW THEREFORE BE IT RESOLVED, to approve the reclassification of Jimmy Hollon to the position of System Analyst within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$22.00 per hour, effective pay period beginning January 4, 2020.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)  
Jimmy Hollon's Personnel file  
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1728

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF DEVIN DAWSON FROM THE POSITION OF SERVICE WORKER I TO THE POSITION OF SERVICE WORKER II

WHEREAS, the Director of Facilities Management has indicated that Devin Dawson performs the essential functions of Service Worker II and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Devin Dawson to the position of Service Worker II, non-exempt, pay range #15, \$17.36 per hour, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
Devin Dawson's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1729

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF DALE CORWIN FROM UNIT SUPPORT WORKER II TO ELIGIBILITY REFERRAL SPECIALIST I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Services has indicated that Dale Corwin completes the essential functions of an Eligibility Referral Specialist I and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Dale Corwin to the position of Eligibility Referral Specialist I, non-exempt, pay range #5, \$14.90 per hour, under the Warren County Job and Family Services, Human Services Compensation Schedule, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
D. Corwin's Personnel file  
OMB – Sue Spencer



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1730

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF KATHLEEN PENA FROM UNIT SUPPORT WORKER II TO ELIGIBILITY REFERRAL SPECIALIST I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Services has indicated that Kathleen Pena completes the essential functions of an Eligibility Referral Specialist I and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Kathleen Pena to the position of Eligibility Referral Specialist I, non-exempt, pay range #5, \$14.47 per hour, under the Warren County Job and Family Services, Human Services Compensation Schedule, effective pay period beginning January 4, 2020, and

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
K. Pena's Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-1731

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF JAMIE DICK FROM UNIT SUPPORT WORKER II TO ELIGIBILITY REFERRAL SPECIALIST I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Services has indicated that Jamie Dick completes the essential functions of an Eligibility Referral Specialist I and desires to reclassify her to said position; and

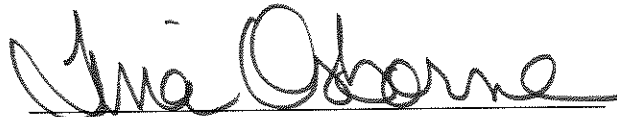
NOW THEREFORE BE IT RESOLVED, to reclassify Jamie Dick to the position of Eligibility Referral Specialist I, non-exempt, pay range #5, \$14.90 per hour, under the Warren County Job and Family Services, Human Services Compensation Schedule, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
J. Dick's Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-1732

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF JADE HOLLON FROM UNIT SUPPORT WORKER II TO ELIGIBILITY REFERRAL SPECIALIST I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Services has indicated that Jade Hollon completes the essential functions of an Eligibility Referral Specialist I and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Jade Hollon to the position of Eligibility Referral Specialist I, non-exempt, pay range #5, \$14.90 per hour, under the Warren County Job and Family Services, Human Services Compensation Schedule, effective pay period beginning January 4, 2020, and

BE IT FURTHER RESOLVED, Ms. Hollon's wage reflects the typical three percent increase for completion of her year probation in January 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
J. Hollon's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 19-1733

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF KAYLA CREECH FROM UNIT SUPPORT WORKER II TO ELIGIBILITY REFERRAL SPECIALIST I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Services has indicated that Kayla Creech completes the essential functions of an Eligibility Referral Specialist I and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Kayla Creech to the position of Eligibility Referral Specialist I, non-exempt, pay range #5, \$14.47 per hour, under the Warren County Job and Family Services, Human Services Compensation Schedule, effective pay period beginning January 4, 2020, and

BE IT FURTHER RESOLVED, Ms. Creech will receive the typical three percent increase upon completion of her year probation in August 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
K. Creech's Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-1734

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF DOMINIQUE POWELL-SAIDYKAHN FROM UNIT SUPPORT WORKER II TO ELIGIBILITY REFERRAL SPECIALIST I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Services has indicated that Dominique Powell-Saidykahn completes the essential functions of an Eligibility Referral Specialist I and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Dominique Powell-Saidykahn to the position of Eligibility Referral Specialist I, non-exempt, pay range #5, \$14.47 per hour, under the Warren County Job and Family Services, Human Services Compensation Schedule, effective pay period beginning January 4, 2020, and

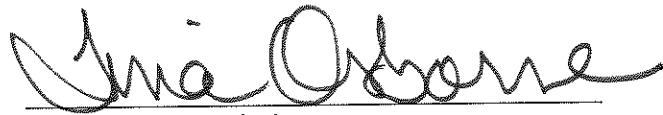
BE IT FURTHER RESOLVED, Ms. Powell-Saidykhan will receive the typical three percent increase upon completion of her year probation in August 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
D. Powell Saidykahn's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 19-1735

Adopted Date December 17, 2019

APPROVE A PAY INCREASE FOR ASHLEY SCHMITZ, ELIGIBILITY REFERRAL SPECIALIST III, WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director has added the additional duties of quality control to Ms. Schmitz essential duties as an Eligibility Referral Specialist III and has requested a pay increase for the addition of stated duties ; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Ashley Schmitz, Eligibility Referral Specialist III, within the Warren County Department of Job and Family Services, Human Services Division, to \$18.55 per hour, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
Ashley Schmitz' Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 19-1736

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF OLIVIA ELTER FROM INVESTIGATIVE CASEWORKER I TO INVESTIGATIVE CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Olivia Elter has completed the required CORE training for the Investigative Caseworker II position and desires to reclassify her to said position; and


NOW THEREFORE BE IT RESOLVED, to reclassify Olivia Elter to the position of Investigative Caseworker II, non-exempt, pay range #8, \$19.04 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
O. Elter's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 19-1737

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF MISTY TREADWAY FROM COMPLIANCE CASEWORKER I TO COMPLIANCE CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Misty Treadway has completed the required CORE training for the Compliance Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Misty Treadway to the position of Compliance Caseworker II, non-exempt, pay range #8, \$19.04 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
M. Treadway's Personnel file  
OMB – Sue Spencer



# Resolution

Number 19-1738

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF BRANDON STUHLEMMER FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Brandon Stuhlemmer has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Brandon Stuhlemmer to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020, and

BE IT FURTHER RESOLVED, Mr. Stuhlemmer will receive the typical three percent increase upon completion of her year probation in July, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-1739

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF AUTUMN COOK FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Autumn Cook has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Autumn Cook to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020, and

BE IT FURTHER RESOLVED, Ms. Cook will receive the typical three percent increase upon completion of her year probation in June 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
A. Cook's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 19-1740

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF MELINDA CALLAHAN FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Melinda Callahan has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Melinda Callahan to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020, and

BE IT FURTHER RESOLVED, Ms. Callahan will receive the typical three percent increase upon completion of her year probation in March 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
M. Callahan's Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-1741

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF KAIREE BEDINGHAUS FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Kairee Bedinghaus has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Kairee Bedinghaus to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020, and

BE IT FURTHER RESOLVED, Ms. Bedinghaus will receive the typical three percent increase upon completion of her year probation in March 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 19-1742

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF BRITTANY SMITH FROM ALTERNATIVE RESPONSE CASEWORKER I TO ALTERNATIVE RESPONSE CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Brittany Smith has completed the required CORE training for the Alternative Response Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Brittany Smith to the position of Alternative Response Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020, and

BE IT FURTHER RESOLVED, Ms. Smith will receive the typical three percent increase upon completion of her year probation in February 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-1743

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF JODI STONE-DANA FROM FOSTER CARE ADOPTION CASEWORKER I TO FOSTER CARE ADOPTION CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Stone-Dana is currently performing the essential functions of a Foster Care Adoption Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Jodi Stone-Dana to the position of Foster Care Adoption Caseworker II, non-exempt, pay range #10, \$22.24 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
J. Stone-Dana's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 19-1744

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF DARA GEIGER FROM FOSTER CARE ADOPTION CASEWORKER I TO FOSTER CARE ADOPTION CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Geiger is currently performing the essential functions of a Foster Care Adoption Caseworker II position and desires to reclassify her to said position; and

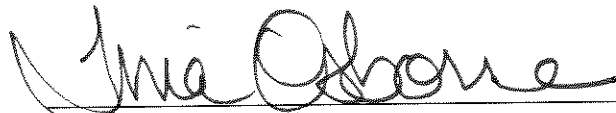
NOW THEREFORE BE IT RESOLVED, to reclassify Dara Geiger to the position of Foster Care Adoption Caseworker II, non-exempt, pay range #10, \$22.24 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
D. Geiger's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 19-1745

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF ABBIE DOWNEY FROM PROTECTIVE SERVICES CASEWORKER II TO PROTECTIVE SERVICES CASEWORKER III WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Abbie Downey performs the essential functions of a Protective Services Caseworker III and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Abbie Downey to the position of Protective Services Caseworker III, non-exempt, pay range #10, \$22.24 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
A. Downey's Personnel file  
OMB – Sue Spencer



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

# Resolution

Number 19-1746

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF MICHELLE TURLEY FROM FOSTER CARE ADOPTION CASEWORKER II TO LEAD CASEWORKER III WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Turley performs the essential functions of a Lead Caseworker III and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Michelle Turley to the position of Lead Caseworker III, non-exempt, pay range #10, \$23.13 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
Michelle Turley's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1747

Adopted Date December 17, 2019

APPROVE RECLASSIFICATION OF ELNORA HAMILTON FROM ADMINISTRATIVE ASSISTANT TO ASSISTANT BUSINESS MANAGER WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Elnora Hamilton performs the essential functions of an Assistant Business Manager and desires to reclassify her to said position; and

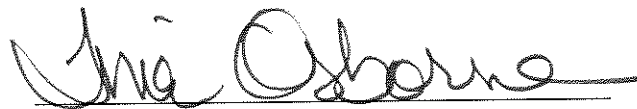
NOW THEREFORE BE IT RESOLVED, to reclassify Elnora Hamilton to the position of Assistant Business Manager, non-exempt, pay range #8, \$19.04 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 4, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
E. Hamilton's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 19-1748

Adopted Date December 17, 2019

HIRE KYLEIGH POWELL AND SAMANTHA KINGDOM AS CASEWORKER INTERNS FOR WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the director has recommended hiring Ms. Powell and Ms. Kingdom as Caseworker Interns for the semester beginning January 6, 2020 through May 2020 to assist with casework 24 hours per week while multiple caseworkers will be off due to medical leave; and

WHEREAS, Ms. Powell and Ms. Kingdom have already completed the necessary CORE training required; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Kyleigh Powell and Samantha Kingdom as Caseworker Interns within the Warren County Job and Family Services, Children Services Division, non-exempt status (24 hours per week), \$18.49 per hour, effective January 6, 2020 through the semester, ending May 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Children Services Dept (file)  
K. Powell's Personnel file  
S. Kingdom's Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-1749

Adopted Date December 17, 2019

## SET PUBLIC HEARING TO CONSIDER MODIFICATION TO THE FEE SCHEDULE WITHIN THE WARREN COUNTY BUILDING DEPARTMENT

WHEREAS, the Chief Building Official has requested this Board consider modifying the fee schedule relative to the ability to phase and expedite a plan review; and

WHEREAS, this Board desires to consider said amendment; and

NOW THEREFORE BE IT RESOLVED, to set the public hearing to consider a modification to the fee schedule within the Warren County Building Department to include the ability to request a "phased" or "partial approval" of a plan and the ability to request an "expedited plan review" as attached; said public hearing to be held January 28, 2020, at 9:45 a.m. in the Commissioners' Meeting Room,; and

BE IT FURTHER RESOLVED, to direct the Clerk to advertise in Today's Pulse – Warren County notice of said public hearing one (1) time ten days prior to the date of the public hearing.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Building Department (file)  
Zoning Department (file)  
Public hearing file  
Cincinnati Board of Realtors  
Cincinnati HBA  
Dayton HBA

# BUILDING FEES

## 2010 Residential Fees

Building	\$50.00
Electric	\$50.00
HVAC	\$50.00
Move a house	\$50.00
Industrialized Units	\$50.00

## Add 1% State Surcharge

Plus \$3.00/\$1,000 valuation
Plus \$1.00/100 sq. ft.
Plus \$1.00/100 sq. ft.
Plus \$3.00/1,000 valuation
Plus \$1.30/1,000 valuation

Temporary Service Release	\$50.00
Service Release Upgrade	\$50.00
Temporary Pole	\$50.00
Generator	\$50.00
Satellite Antennas/Dishes	\$50.00
Solar Collectors (1 inspection)	\$50.00
Radio Towers/Wind Turbines	\$50.00
Fireplace Insert/Heat Stove	\$50.00
Above Ground Pools (1 inspection)	\$50.00
In-ground Pool	\$100.00
Fire Damage	\$50.00
Demolition	\$50.00
Extra Inspection Fees	\$50.00
Plan Revision	\$50.00
Lost Set of Plans	\$50.00
Reactivate permit (dormant 1 year, min. \$50.00)	½ original fee
Cancelled Permit (dormant 1 year, not to exceed \$200.00)	½ original fee

2010 Commercial FeesAdd 3% State Surcharge

Building	\$200.00
Electric	\$200.00
HVAC	\$200.00
Industrialized Unit	\$200.00
Construction Trailer	\$200.00

See Graduated Fee Schedule
Plus \$2.50/100 sq. ft.
Plus \$2.50/100 sq. ft.
Plus \$1.30/100 sq. ft.
Plus \$1.30/100 sq. ft.

Hoods with suppression	\$400.00
Hoods without suppression	\$200.00
Sprinklers (20 and under)	\$200.00
Sprinklers (over 20)	\$400.00
Fire Alarm	\$400.00
Bridges/Fountains	\$200.00
Signs/Awnings	\$200.00
Tents	\$200.00
(enclosed 400 sq. ft. or under/open 700 sq. ft. or under NO permit)	
HVAC replacement	\$200.00
(plus \$50.00 each unit)	
Public/Commercial Pools	\$400.00
Solar Collector/Wind Turbines	\$400.00
Water Towers	\$400.00
Cellular Towers	\$400.00
Sales Trailer	\$400.00
Fire Damage	\$200.00
Demolition	\$200.00
Phased Permits	\$300.00
Expedited Plan Review	\$100.00 per hr.
Plan Review	\$200.00
Lost Set	\$200.00
Extra Inspection Fee	\$200.00
Cancelled Permits	½ original fee
(dormant 1 year, not to exceed \$200.00)	
Re-activate permit	½ original fee
(dormant 1 year)	

# Resolution

Number 19-1750

Adopted Date December 17, 2019

SET PUBLIC HEARING FOR REZONING APPLICATION OF DANIEL JONES, AGENT FOR COLLEEN JONES, OWNER OF RECORD, TO REZONE 10 ACRES FROM SINGLE FAMILY RESIDENCE "R-1B" TO PLANNED UNIT DEVELOPMENT "PUD" IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application of Daniel Jones, Agent for Colleen Jones, Owners of Record, to rezone approximately 10 acres located at located at 2206 Drake Road in Turtlecreek Township from Single Family Residence "R-1B" to Planned Unit Development "PUD"; said public hearing to be held January 7, 2020, at 9:15 a.m. in the County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/to

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

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

# Resolution

Number 19-1751

Adopted Date December 17, 2019

SET PUBLIC HEARING TO CONSIDER THE ROAD NAME CHANGE OF MINTWOOD ROAD IN CLEARCREEK TO ROTHSCHILD COURT

WHEREAS, a street located in Soraya Farms, Section 3, Section 4 and Section 5, Clearcreek Township, was built and dedicated as Mintwood Road due to the proposed connection to the existing Mintwood Road within Centerville Forest, Section Two Subdivision; and

WHEREAS, said connection was terminated at the request of the Clearcreek Township Trustees and Clearcreek Township Zoning Commission and a road name change is therefore required; and

WHEREAS, the developer has requested this Board to consider a road name change to rename Mintwood Road to Rothschild Court and it is the desire of this Board to consider said request; and

NOW THEREFORE BE IT RESOLVED, to set January 7, 2020, at 9:30 a.m. as the date and time for considering said road name change; and

BE IT FURTHER RESOLVED, to this Board does hereby direct the Clerk to notify property owners within said area of the date and time of the public hearing; and

BE IT FURTHER RESOLVED, to direct the Clerk to publish notice of said public hearing in Today's Pulse – Warren County newspaper for two consecutive weeks.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Property Owners  
Clearcreek Township  
Engineer (file)  
Road Name Change file  
Auditor  
Dispatch  
GIS  
Sheriff's Office



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

# Resolution

Number 19-1752

Adopted Date December 17, 2019

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN APPLICATION BY HCC LIFE INSURANCE COMPANY FOR STOP LOSS COVERAGE RELATIVE TO THE HEALTHCARE PLAN EFFECTIVE JANUARY 1, 2020

WHEREAS, it is the desire of the Board to authorize Tiffany Zindel, County Administrator, to sign Application by HCC Life Insurance Company relative to Stop Loss Coverage for the Healthcare Plan effective 2020; and


NOW THEREFORE BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to sign application by HCC Life Insurance Company relative to Stop Loss Coverage for the Healthcare Plan effective 2020; application attached hereto and made a part hereof.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a—HCC Life Insurance Co.  
Steve Ashe, Horan  
OMB File  
Tammy Whitaker, OMB



15. AGGREGATE STOP LOSS INSURANCE:

Yes  No

A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):  
 Medical  Dental  Weekly Income  Vision  Prescription Drug Card  Prescription Drugs under Medical  Other:

B. Minimum Annual Aggregate Deductible: **\$11,565,032.64**  
 (Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: **24/12**  
 Covered Expenses Incurred from 01/01/2019 through 12/31/2020, and Paid from 01/01/2020 through 12/31/2020.

Run-in limit: **N/A**

D. Aggregate Contract Period Reimbursement Maximum: **\$1,000,000**

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	\$623.07					
Family	\$1,410.22					

F. Aggregate Percentage Reimbursable **100%**

G. Loss Limit: **\$250,000**  
 For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option:  Yes  No

I. Aggregate Terminal Liability Option:  Yes  No

J. Aggregate Premium:

1.  Annual Premium payable in advance for Contract Period:
2.  Monthly Premium rate per Covered Unit: \$ **4.38** ✓
3.  Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
4.  Aggregate Terminal Liability Option premium per Covered Unit per month:

**SPECIAL RISK LIMITATIONS are stated on the Addendum to Application (if applicable).**

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant:

Applicant's Federal Tax I.D. Number:

**Warren County Board of Commissioners**

Dated at 12-17-19 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
 Officer / Partner Signature (print name) \_\_\_\_\_ Licensed Agent Signature (print name) \_\_\_\_\_

**For HCC Life Insurance Company Office Use Only: ACCEPTANCE**

Accepted on behalf of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Policy No.: \_\_\_\_\_

**HCC LIFE INSURANCE COMPANY**  
STOP LOSS POLICY  
SPLIT FUNDED ENDORSEMENT

Policy Number: HCL33495  
Endorsement Number: 1  
Policyholder: Warren County Board of Commissioners  
Effective Date of Endorsement: 01/01/2020

SPLIT FUNDED ARRANGEMENT - FIXED

Notwithstanding any other provisions of the Stop Loss Policy, the provisions of this Endorsement shall be used to determine the amount of Individual Stop Loss Insurance benefits payable by Us.

You and We agree that this Policy is amended as follows:

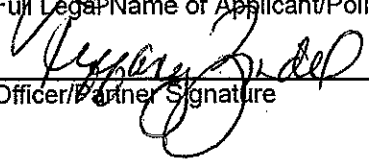
1. You shall pay for all Covered Expenses:
  - A. Which are used to satisfy the Specific Deductible shown on Your Application for each Covered Person, and
  - B. Which exceed the Specific Deductible up to an amount (hereinafter called Split Funded Liability) as set forth in this Endorsement.
2. Your Split Funded Liability, for the purposes of this Endorsement is \$350,000. ✓
3. We will not be responsible for paying any Specific Stop Loss Insurance Benefits under this Policy until You have paid the Split Funded Liability as set forth in this Endorsement.
4. If the Specific Stop Loss Insurance is terminated before the end of the Policy Year, the added Split Funded Liability will not be eliminated or reduced in any way. Such terminations will take effect pursuant to Article VII. of the Policy.
5. To the extent that there is any conflict between the terms of this Endorsement and the Policy, the terms of this Endorsement will control.
6. This Endorsement will terminate on the first to occur of:
  - A. The end of the Policy Year, or
  - B. Your failure to comply with any provision of this Endorsement, or
  - C. Termination of the Policy pursuant to Article VII of the Policy.

You understand that it is Your responsibility to pay the Split Funded Liability amount of \$350,000 over and above the amounts used to satisfy the Specific Deductible shown on Your Application. Our responsibility for reimbursement begins with those Covered Expenses that are in excess of the Specific Deductible plus the Split Funded Liability.

HCC LIFE INSURANCE COMPANY  
STOP LOSS POLICY  
SPLIT FUNDED ENDORSEMENT

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Warren County Board of Commissioners  
Full Legal Name of Applicant/Policyholder

 Tiffany Zindel  
Officer/Partner Signature (print name)

\_\_\_\_\_  
Signed At / Date Signed

\_\_\_\_\_  
Licensed Agent Signature

FOR HCC LIFE INSURANCE COMPANY OFFICE USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_



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

# Resolution

Number 19-1586

Adopted Date November 19, 2019

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN PROPOSAL BY HCC FOR STOP LOSS COVERAGE RELATIVE TO THE HEALTHCARE PLAN EFFECTIVE JANUARY 1, 2020

WHEREAS, it is the desire of the Board to authorize Tiffany Zindel, County Administrator, to sign proposal by HCC relative to Stop Loss Coverage for the Healthcare Plan effective 2020; and

WHEREAS, Option 1 of the attached proposal indicates the Specific Deductible is \$250k per individual with an Aggregating Specific Deductible is \$350,000 (unchanged from current limit); and

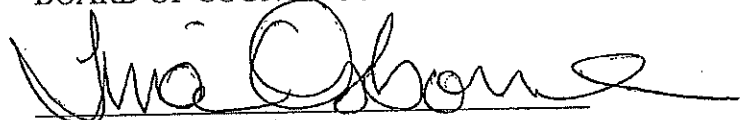
NOW THEREFORE BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to sign proposal by HCC electing Option 1 relative to Stop Loss Coverage for the Healthcare Plan effective 2020.

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 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—HCC – Tokio Marine  
Steve Ashe, Horan  
OMB File  
Tammy Whitaker, OMB





**TOKIO MARINE  
HCC**

401 Edgewater Place, Suite 400  
Wakefield, MA 01880  
Telephone: (781) 224-4300  
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2020 – 12/31/2020

Quoted for: Horan Associates Incorporated

Proposal Number: 2

Underwriter:  
Aaron Swartz  
ASwartz@tmhcc.com

Marketing Representative:  
Timothy Campbell  
TCampbell@tmhcc.com

**INDIVIDUAL STOP LOSS COVERAGE**

AA

Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Annual Specific Deductible per Individual		\$ 250,000 ✓	\$ 275,000	\$ 300,000
Contract Basis		24/12	24/12	24/12
Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Contract Period Reimbursement		Unlimited	Unlimited	Unlimited
Rate(s) Per Month	Enrollment			
Single	354	\$ 8.96	\$ 7.74	\$ 7.52
Family	527	\$ 32.22	\$ 28.18	\$ 27.68
Composite	881	\$ 22.87	\$ 19.97	\$ 19.58
Estimated Contract Period Premium		\$ 241,821	\$ 211,090	\$ 206,993
Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Aggregating Specific Deductible		\$ 350,000 ✓	\$ 325,000	\$ 300,000



**TOKIO MARINE  
HCC**

401 Edgewater Place, Suite 400  
Wakefield, MA 01880  
Telephone: (781) 224-4300  
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2020 – 12/31/2020

Quoted for: Horan Associates Incorporated

Proposal Number: 2

Underwriter:  
Aaron Swartz  
ASwartz@tmhcc.com

Marketing Representative:  
Timothy Campbell  
TCampbell@tmhcc.com

**AGGREGATE STOP LOSS COVERAGE**

Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Basis		24/12	24/12	24/12
Loss Limit per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Maximum Contract Period Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Rate per Month	Enrollment			
Composite	881	\$ 4.38	\$ 4.39	\$ 4.41
Estimated Contract Period Premium		\$ 46,305	\$ 46,411	\$ 46,623
Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Annual Aggregate Deductible		\$ 11,565,033	\$ 11,634,413	\$ 11,703,862
Minimum Aggregate Deductible		\$ 11,565,033	\$ 11,634,413	\$ 11,703,862
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Single	354	\$ 623.07	\$ 625.90	\$ 628.88
Family	527	\$ 1,410.22	\$ 1,419.29	\$ 1,428.27
Composite	881	\$ 1,093.93	\$ 1,100.49	\$ 1,107.06
Run-In Limited To		\$ 0	\$ 0	\$ 0

**OVERALL COST SUMMARY**

Plan Description	Option 1	Option 2	Option 3
Total Annual Fixed Cost	\$ 288,126	\$ 257,501	\$ 253,616
Specific Variable	\$ 350,000	\$ 325,000	\$ 300,000
Aggregate Variable	\$ 11,565,033	\$ 11,634,413	\$ 11,703,862
Maximum Annual Liability	\$ 12,203,159	\$ 12,216,914	\$ 12,257,478



**TOKIO MARINE  
HCC**

401 Edgewater Place, Suite 400  
Wakefield, MA 01880  
Telephone: (781) 224-4300  
Facsimile: (781) 246-1042

Stop Loss Proposal for: Warren County Board of  
Commissioners

Effective Dates: 01/01/2020 – 12/31/2020

Quoted for: Horan Associates Incorporated

Proposal Number: 2

Underwriter:  
Aaron Swartz  
ASwartz@tmhcc.com

Marketing Representative:  
Timothy Campbell  
TCampbell@tmhcc.com

## PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon the receipt and review of the following items:

- Paid claims experience to the effective date including monthly enrollment figures.
- Updated shock loss information to the date HCC Life Insurance Company has been notified that the proposal has been accepted by the group. Shock loss information should include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of \$ 125,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pending or denied for any reason. Please refer to our Trigger Diagnosis Disclosure List, which provides examples of some, but not all, types of shock losses.
- We will accept final shock loss disclosure no earlier than 30 days prior to the effective date.
- Please see the attached exhibit for plan document assumptions and requirements.
- Should a large claim(s) (non-reoccurring and/or ongoing) become known and the initial date of service is prior to the date of written acceptance by HCC Life Insurance Company, we reserve the right to re-underwrite the case.
- In the event there is a greater than 10% change in enrollment between the submitted initial enrollment data and the final enrollment data, rates and factors may be recalculated.
- Minimum participation level of 75% of all eligible employees is required.
- Our proposal includes Simultaneous Funding on Specific reimbursements.
- Rates and Factors are calculated with the plan anniversary date and the Policy effective date as the same date. Should the plan anniversary date and the stop loss policy effective date be different we reserve the right to modify our rates, factors and terms of coverage to accommodate for additional liabilities incurred by the plan due to state and/or federal mandates during the stop loss contract period.
- 
- Quote rated with retirees not covered. Quote rated with no COBRAs being covered based on the census information provided.
- Fixed Split Funded Arrangement - The Split Funded Corridor Option quoted is the fixed set corridor which is NOT subject to year end recalculation for enrollment variances.
- Quote Rated with the following UR Vendors: United HealthCare, .
- Quote Rated with the following Cost Containment Program(s): UnitedHealthcare ChoicePlus.

Rates and factors are based upon the current plan design(s). We will need to receive and review any plan change(s). Large claims under review.



TOKIO MARINE  
HCC

401 Edgewater Place, Suite 400  
Wakefield, MA 01880  
Telephone: (781) 224-4300  
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of  
Commissioners

Effective Dates: 01/01/2020 – 12/31/2020

Quoted for: Horan Associates Incorporated

Proposal Number: 2

Underwriter:  
Aaron Swartz  
ASwartz@tmhcc.com

Marketing Representative:  
Timothy Campbell  
TCampbell@tmhcc.com

Claim disclosure information provided to date for this account has been reviewed and no further information is needed. Rates effective 1/1/20 are firm and final if acceptance by 11/15/19. If acceptance is not provided by this date, updated disclosure information will be needed to finalize.

Initial the selected proposal option (please initial both the selected Specific and Aggregate option):

Option	Specific	Aggregate
1	\$ 250,000 / 24/12 <i>Initial JK</i>	\$ 250,000 / 24/12
2	\$ 275,000 / 24/12	\$ 275,000 / 24/12
3	\$ 300,000 / 24/12	\$ 300,000 / 24/12

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: 11-19-19

By: *Ryan Zindel*  
Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.

## Plan Document Assumptions

This proposal for stop loss coverage assumes the Plan Sponsor's plan document includes certain standard clauses, exclusions and limitations. These exclusions and limitations include, but are not limited to the following:

1. **Eligibility, Effective Date, and Enrollment Date** provisions, which include definitions of eligible employees (including definitions of full-time and part-time), dependents, and retirees, if applicable.
2. **Termination Provisions** which clearly define when eligibility and benefits cease. The Termination Provisions should include specific wording regarding extension of coverage (also known as "extension of active service") during a period of inactive service due to disability, layoff or leave of absence. The plan should include COBRA wording consistent with federal requirements.
3. **Transplant** benefit wording that identifies any benefits applicable to the donor (particularly the non-participating donor), the recipient, organ procurement, and any covered transportation, lodging and companion charges.
4. The Plan is expected to contain provisions that preserve its ability to seek a right of recovery, to recover funds via subrogation, to enforce coordination of benefit clauses with other plans and where able, to be secondary to Medicare and other public programs (subject to the Plan's compliance with Medicare Secondary Payer rules).
5. Exclude expenses resulting from losses which are due to any act of war, whether declared or not.
6. Exclude expenses for any injury or illness arising out of or in the course of any occupation or employment for wage or profit.
7. Exclude expenses related to Alternative Treatment, except when deemed both medically necessary and cost effective when compared to a normal course of treatment.
8. All HCC Life policies contain an Experimental and Investigative definition and exclusion along with coverage requirements for clinical trials that complies with the Affordable Care Act (ACA).

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

# Resolution

Number 19-1753

Adopted Date December 17, 2019

ACCEPT THE BINDER OF COVERAGE FROM ARCH INSURANCE COMPANY FOR STOP LOSS COVERAGE RELATIVE TO THE WARREN COUNTY SELF-INSURED WORKERS' COMPENSATION PROGRAM EFFECTIVE JANUARY 1, 2020

WHEREAS, effective January 1, 2020, it is the desire of the Board to maintain stop loss coverage with Arch Insurance for the self-insured workers' compensation program; and

WHEREAS, such binder, attached hereto, indicates a retention limit of \$750,000 per accident; and such proposal, attached hereto, reflects a increase from .1401 to .1443 per \$1,000 of payroll with a rate commitment for policy year commencing January 1, 2021; and

NOW THEREFORE BE IT RESOLVED, to accept the binder of coverage and proposal from Arch Insurance Company effective January 1, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a – Arch Insurance Company  
Adam Balls, World Risk  
Benefits file  
T Whitaker, OMB

# ARCH INSURANCE COMPANY

ONE LIBERTY PLAZA, 53<sup>RD</sup> FLOOR  
NEW YORK, NEW YORK 10006

## CERTIFICATE OF EXCESS INSURANCE FOR SELF-INSURER OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY

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**TO:** Mr. David Boyd, Supervisor  
Bureau of Workers' Compensation  
Self Insurance Department  
30 West Spring Street, 26<sup>th</sup> Floor  
Columbus, Ohio 43215-2256

**THIS IS TO CERTIFY THAT AN EXCESS INSURANCE POLICY HAS BEEN ISSUED AS DESCRIBED BELOW AND IS NOW IN EFFECT:**

**NAME OF INSURED:** Warren County Commissioners  
**ADDRESS:** 406 Justice Drive  
Lebanon, OH 45036

**INSURANCE CARRIER:** ARCH INSURANCE COMPANY

**POLICY NUMBER:** WCX 0059344 04

**EFFECTIVE:** January 1, 2020      **EXPIRES:** January 1, 2021

**CANCELLATION NOTICE:** 30 Days

**KIND OF POLICY:** Excess Insurance for Self-Insurer of Workers Compensation and Employers Liability

**RETENTION:** Part One - Excess Workers Compensation Insurance and Part Two - Excess Employers Liability Insurance Combined:  
Your Retained Limit - Each Accident: \$750,000  
Your Retained Limit - Disease, Each Employee: \$750,000

**LIMITS OF INDEMNITY:**

A. Part One - Excess Workers Compensation Insurance:  
Our Limit of Liability - Each Accident: Statutory  
Our Limit of Liability - Disease, Each Employee: Statutory

B. Part Two - Excess Employers Liability Insurance:  
Our Limit of Liability - Each Accident: \$1,000,000  
Our Limit of Liability - Disease, Each Employee: \$1,000,000  
Our Limit of Liability - Aggregate: \$1,000,000

**SELF-INSURERS OPERATIONS:** Municipality

**STATE(S) OF SELF-INSURER'S OPERATIONS:** Ohio

**ARCH INSURANCE COMPANY WILL GIVE WRITTEN NOTICE IN THE EVENT OF CANCELLATION OF THIS POLICY TO THE PARTY TO WHOM THIS CERTIFICATE IS ADDRESSED.**

  
\_\_\_\_\_  
Jason Golub

**AUTHORIZED REPRESENTATIVE**  
**DATED** DECEMBER 6, 2019

## EXCESS WORKERS COMP COMMITMENT TEMPLATE

November 21, 2019

Two Year Program Commitment for Warren County Commissioners (the "Insured")

Policy Effective/Expiration Dates: January 1, 2020 to January 1, 2021

Line of Business: Excess Workers Compensation

Policy Number: TBD

As a part of the above-referenced Excess Workers Compensation insurance program (the "Program") negotiations, the Insured has requested that Arch Insurance Company ("Arch") indicate our position on a two year program rate commitment.

For the line(s) of business listed above, Arch will agree to maintain the current premium rate structure at the January 1, 2021 renewal of the Program subject to certain conditions outlined below.

Prior to the January 1, 2021 renewal effective date, Arch in its sole determination will confirm that all of the following conditions have been met:

- No significant changes in the Insured's operations either through acquisitions, growth, decrease in exposure, employee concentrations or service changes. Significant change in exposure or employee concentrations means any change of +/- 15% over what is expected at the date of this commitment. Service changes mean any material departure from the Insured's current business operations, trade territory, product mix, or core business model.
- No significant or material ownership or board of director changes in the Insured.
- Loss activity submitted for the January 1, 2021 renewal of the Program remains consistent in type and amounts with the data submitted at the date of this commitment.
- The financial condition of the Insured has not materially deteriorated.
- Acceptable audit results of the Third Party Administrator (TPA) or Insured's claims self-administrator reserving practices as determined by Arch.
- No significant change in the limits of liability, coverage or deductible/retention levels, or program structure.
- The Insured's policies have not been cancelled, non-renewed or rescinded for any reason.
- The Insured remains current on all payments and in compliance with all terms and requirements of the binder and policies.
- The Insured shows continued focus and improvements on current safety and loss control efforts.

This commitment does not apply to the following items:

- Changes in coverage forms as required by the individual states, the NCCI or ISO.
- Changes in taxes, loss assessments surcharges or other state fees.



Further, this commitment is not applicable if there has been any loss of or significant change in the Terrorism Risk Insurance Act of 2002, the Terrorism Risk Insurance Program Reauthorization Act of 2015 and any amendments thereto.

If all of these conditions are not met for the line of business listed above, the rate commitment expressed herein will not apply and is rendered void.

# 2020 EXCESS WORKERS COMPENSATION INSURANCE PROPOSAL

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## **WORLD** Risk Management

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A BALLATOR COMPANY

## WARREN COUNTY BOARD OF COMMISSIONERS



► PRESENTED BY:

**ADAM D. BALLS**  
CIC, CLCS, CRM, CSRM  
Vice President

**DEBBIE YOUNG**  
Client Service Manager

### *Who We Are*

The WRM ownership/management brings over 100 combined years of insurance industry intellectual capital to our clients dedicated to Commercial/Non-Profit and Public Entity Risk Management and insurance solutions.

Knowing that broad insurance resources and strong market relationships are essential, along with industry expertise and experience, WRM tactically sought out well-respected industry talent, with solid reputations and stellar track records to join our leadership ranks.

WRM is a member of Ballator Insurance Group, formerly Accretive Insurance Services. Ballator provides insurance program development, pool creation and underwriting, pool administration services and insurance placement to both the Public Entity and Non-Profit sectors.

WRM employs a highly professional staff that has a proven record of identifying and satisfying client's needs. WRM's team commitment is reflected in a combined risk management knowledge and experience.

### *What We Do*

We bring fresh and innovative ideas into the insurance industry. WRM uses our ability of being a "Boutique Broker" to take advantage of the ever changing insurance market opportunities. WRM has the expertise that most small private agents and brokers do not have, and the large publicly traded brokers cannot take advantage of due to their size and corporate structure.

WRM offers clients a thorough and meticulous insurance need analysis, plus delivers competitive cutting edge products and services from nationally recognized insurance carriers based on realistic and reasonable fee and/or commissions. WRM's dedicated Management/Service Team is recognized throughout the industry for their commitment to providing clients with prompt responses and solutions.

### *Our Reputation*

WRM's management team has an industry wide reputation for professionalism, quality service, knowledge, and client involvement on a daily basis at all levels, plus a genuine commitment to protect and shield employees and property of public entity groups and other businesses. WRM believes in its ability to lead in the field of risk management and loss management and provide innovative solutions.

### *Our Corporate Partners*

World Risk Management along with its partner companies' mission is to maintain success through commitment, honest and timely communication, vision innovation and customer satisfaction.

**Ballator Insurance Group:**  
World Risk Management, LLC  
First Florida Insurance Brokers  
Non Profit Insurance Services

World Risk Management LLC Disclaimer / Confidentiality Statement: The information and concepts provided throughout this document are not intended to express any legal opinion as to the nature of coverage. They are intended to provide a basic understanding of coverages but do not alter any policy conditions. Always refer to your policy(s) for specific coverages, limitations, and restrictions. Any information and concepts outlined are solely for your internal evaluation. No other use or distribution of these documents is permitted or authorized. All WRM documents are subject to our record retention policy.

# PREMIUM SUMMARY

COVERAGE	2018/2019 ARCH PROPOSAL PREMIUM	2019/2020 ARCH PROPOSAL PREMIUM	2020/2021 ARCH PROPOSAL PREMIUM
Self-Insured Retention			
> Your Retained Limit - Each Accident:	\$750,000	\$750,000	\$750,000
> Your Retained Limit - Disease, Each Employee	\$750,000	\$750,000	\$750,000
Rate per \$100 Payroll	.1401	.1401	.1401
Total Payroll	\$62,573,252	\$65,621,300	\$65,564,844
Excess Workers Comp Limit	Statutory	Statutory	Statutory
Employers Liability	\$1,000,000	\$1,000,000	\$1,000,000
<b>Deposit Premium</b>	<b>*\$87,665</b>	<b>*\$91,936</b>	<b>\$91,856</b>

## \*2 Year Rate Commitment

Warren County can reset its 2 year Rate Commitment but the renewal rate for this year would increase 3% to .1443. This would equate to a deposit premium of \$94,610. The advantage with this is we would be getting a rate commitment for the next two years moving forward like we have done in the past few years.

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# WORKERS COMPENSATION INSURANCE

NAMED INSURED: Warren County Commissioners

POLICY TERM: 1/1/2020 to 1/1/2021

Coverage Description	Limit
Worker's Compensation	Statutory
Employer's Liability	See Premium Summary for Options
Retention	See Premium Summary for Options

STATE	CODE	CLASSIFICATION	ESTIMATED PAYROLL
OH	9430	County Employees; All Employees & Clerical, Clerical Telecommuter, Salespersons, Drivers	\$65,564,844

#### COVERAGE TERMS:

- Premium is subject to audit adjustment
- \*2 year Rate Commitment – optional as described

#### EXTENSIONS OF COVERAGE:

- Voluntary Compensation Endorsement – Premium Delineation

#### COVERAGE EXCLUSIONS:

- Employer's Liability
- All other exclusions as per policy form and endorsements

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# SERVICE TEAM DIRECTORY

## **VICE PRESIDENT**

*Available for any coverage consultation  
or to discuss any concerns*

**Adam Balls**

**(407) 445-2414 Phone**

**(513) 939-9142 Mobile**

**E-mail: [adam.balls@wrmlc.com](mailto:adam.balls@wrmlc.com)**

## **CLIENT SERVICE MANAGER**

*Responsible for any service to your account -  
billing, vehicle changes, certificates, etc*

**Debbie Young**

**(407) 445-2414 Phone**

**(407) 445-2868 Fax**

**E-mail: [debbie\\_young@wrmlc.com](mailto:debbie_young@wrmlc.com)**

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# CARRIER OVERVIEW

All placements subject to the Foreign Account Tax Compliance Act have been confirmed as compliant. As applicable, the W-8BEN-E and W-8IMY form will be furnished upon request.

The Best Guide is the guidebook the insurance industry uses to determine the financial stability of an insurance company.

A copy of the Best Guide's report on the insurance companies quoted is available for your review.

While we strive to be certain that your insurance is placed with reputable, highly rated insurance companies, we have no way of guaranteeing the financial accuracy of the Best's Guide or the financial stability of any insurance company.

For these reasons, we recommend that you take into account the financial stability of all the insurance companies prior to making your selection as to who will write your insurance.

COMPANY PROPOSED	BEST'S ASSIGNED RATING	ADMITTED CARRIER	SURPLUS LINES CARRIER
ARCH	A+ XV	✓	

ALPHABETICAL LISTING	NUMERICAL LISTING
A+, A++ Superior	Ranges from 1 to 15
A, A- = Excellent	1 = Smallest Category
B+, B++ = Very Good	15 = Largest Category
B, B- = Good	
C+, C++ = Fair	
C = Marginal	

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## EXCESS WORKERS COMP COMMITMENT TEMPLATE

November 21, 2019

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Policy Number: TBD

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- No significant or material ownership or board of director changes in the Insured.
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Further, this commitment is not applicable if there has been any loss of or significant change in the Terrorism Risk Insurance Act of 2002, the Terrorism Risk Insurance Program Reauthorization Act of 2015 and any amendments thereto.

If all of these conditions are not met for the line of business listed above, the rate commitment expressed herein will not apply and is rendered void.

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

# Resolution

Number 19-1754

Adopted Date December 17, 2019

ENTER INTO CONSULTING AGREEMENT WITH HORAN ASSOCIATES FOR SERVICES RELATED TO THE HEALTH CARE PLAN EFFECTIVE JANUARY 1, 2020

WHEREAS, pursuant to resolution #19-1308 adopted October 8, 2019, it was the desire of the Board of County Commissioners to negotiate a contract with Horan Associates relative to Broker/Consulting services for the Warren County Health Care Plan commencing January 1, 2020; and

NOW THEREFORE BE IT RSOLVED, to enter into the Consulting Agreement, Scope of Services Schedule A, Compensation Schedule B, and Business Associate Agreement Schedule C; attached hereto and commencing January 1, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS  
  
Tina Osborne, Clerk

HR/

cc: c/a—Horan Associates  
OMB File  
Tammy Whitaker, OMB

# HORAN Consulting Agreement

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This Consulting Agreement, hereinafter referred to as "Agreement" is between Warren County Ohio Board of County Commissioners, hereinafter referred to as "Client" and HORAN Associates, Inc., hereinafter referred to as "HORAN" and is effective during the Term set forth below;

WHEREAS, Client wishes to obtain the assistance of HORAN with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, HORAN has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

## 1. Scope of Services to be Provided by HORAN

HORAN will provide Client with consulting, actuarial, and brokerage services as outlined in Schedule A for the compensation and benefit programs listed in Schedule A.

## 2. Term & Termination

A. This initial term of this Agreement shall be one year, commencing on January 1, 2020 and ending December 31, 2020 ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one year terms, unless terminated as set forth below.

B. This Agreement may be terminated by either party only as follows:

- a) Effective upon 60 days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within 15 days after the notice is received;
- b) Effective upon 60 days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

C. Upon termination of this Agreement, HORAN shall be entitled to retain all payments remitted to HORAN under this Agreement. Termination of this Agreement shall not terminate any payment obligation of Client under this Agreement for services provided prior to such termination. HORAN may be entitled to retain client materials until after Client pays all fees due and owing under this Agreement.

## 3. Cost of Services

A. Client agrees to pay HORAN professional fees as outlined in Schedule B and deemed necessary by this Agreement. Professional fees are based upon time expended by specific individuals to perform work laid out in Schedule A.

B. These annual fees are payable in quarterly installments and HORAN agrees to submit invoices to Client on a quarterly basis. Client shall pay each invoice within 30 days of receiving such invoice. All amounts payable by Client which remain unpaid after the due date shall accrue interest at a rate equal to the lesser of 2.0% per month from the due date or the maximum amount permitted by usury law, if less, until such amounts are paid. In

addition, Client shall be liable to HORAN for all costs incurred by HORAN in its collection of any amounts owing by Client which are not paid when due, including reasonable attorneys' and collection agency's fees and expenses.

- C. Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between HORAN and Client. Such programs and services may include, but not be limited to, additional lines of insurance, special projects, outsourced wellness services, additional Request For Proposal (RFP) work, etc.
- D. Client shall reimburse HORAN for all reasonable expenses incurred by HORAN in the performance of its services, including, but not limited to, travel and lodging expenses, printing, postage, and communication charges.
- E. If Client in good faith disputes any amount in an invoice, Client should provide written notice of such dispute to HORAN as soon as reasonably possible, but in any event within 30 days after issuance of the invoice. Client and HORAN shall negotiate promptly and in good faith to resolve any dispute. Failure to pay an amount equal to or greater than 50% of the invoiced amount, including a disputed amount, within 30 days of the date of invoice will entitle HORAN, in addition to any other rights or remedies it may have, to suspend performance of the services under this Agreement. HORAN shall provide written notice of suspension to Client at least 5 business days prior to suspension, providing in such notice a right to cure the suspension within the 5 business days.

#### **4. Personnel**

HORAN will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. HORAN retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following roles:

Primary Service Team:                      Account Executive  
   Account Manager  
   Client Specialist

Additional Key Resources:                      Director – Financial Analysts  
   Director – Individual Health and Medicare  
   Director – Compliance  
   Director – Health Management

#### **5. Disclosure and Record Keeping**

- A. HORAN may engage subcontractors to assist Client in the performance of its obligations under this Agreement. Client has the right to be informed of any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. HORAN must notify Client prior to the use of any subcontractor in connection with the Client's insurance and risk management program.
- B. HORAN will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice, the Health Insurance Portability & Accountability Act of 1996 or as otherwise directed by Client.

**6. Client's Responsibilities**

- A. Client shall make available such reasonable information as required for HORAN to conduct its services. Such data will be made available as promptly as possible. It is understood by HORAN that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement.
- B. Client agrees to notify HORAN as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect HORAN in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for HORAN to perform the services covered by this Agreement.
- C. HORAN shall be entitled to rely upon any information and materials provided by Client. Client shall be solely responsible for the accuracy, adequacy, and integrity of materials and information provided to HORAN. HORAN shall not be responsible for verification of the accuracy, adequacy or integrity of any materials or information provided by Client nor shall HORAN be responsible for any errors due to reliance upon information provided by Client.
- D. Client shall at all times be responsible for any tax consequences in the establishment and operation of the plans.

**7. Independent Contractor**

It is understood and agreed that HORAN is engaged by Client to perform services under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create an employment, partnership or agency relationship between HORAN and Client. HORAN shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

**8. Limited Responsibilities**

- A. HORAN's sole responsibilities shall be as described in this Agreement, including the obligations listed in Schedule A. Client acknowledges that: (i) HORAN shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) HORAN shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) HORAN shall perform services pursuant to this Agreement in an administrative non-fiduciary capacity. Client further acknowledges that HORAN neither insures nor underwrites any liability for the Client under any of its plans.
- B. Nothing contained, expressed or implied in this Agreement, nor any service performed by HORAN or communication by HORAN to Client in the process of performing services, is intended as, or is to be construed or understood as, legal advice, guidance or interpretation. No attorney-client relationship is established between HORAN and Client or any other person by reason of or arising from this Agreement or under any circumstances whatsoever. Client acknowledges that to the extent it desires or needs legal advice, guidance, or interpretation, it must secure appropriate legal counsel of its own choosing and at its own expense.

**9. Proprietary Rights**

- A. Client and HORAN each acknowledge that in entering into this Agreement, each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Client and HORAN agree that each party shall: (i) keep such proprietary and/or confidential information of the other party in strict confidence; (ii) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (iii) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).
- B. Client owns and shall own all rights to Client's data provided to or accessed by HORAN, including such Client data as processed or manipulated by HORAN in connection with the Services. HORAN products will at all times remain the exclusive, sole and absolute property of HORAN or the third parties from whom HORAN has obtained the right to use the HORAN products. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to any HORAN products and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by HORAN and such third parties. Client may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any HORAN products, and Client will not, and will require that its vendors and subcontractors will not, copy, recompile, disassemble, reverse engineer, or make or distribute any other form of or any derivative work from, the HORAN products.

## **10. Limitation of Liability**

- A. HORAN shall indemnify and hold Client and its employees harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) which Client may suffer or incur in connection with the defense of any action, suit or proceeding (including settlement of same) in which it is made or threatened to be made a party by reason of any acts or conduct arising out of the performance of its duties under this Agreement, except in relation to matters as to which Client is grossly negligent or engages in willful misconduct in the performance of its duties.

## **11. Miscellaneous Provisions**

- A. This, along with the attached Schedules, constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded. Subsequent amendments to this Agreement or the Schedules to this Agreement shall only be valid if in writing and signed by both parties.
- B. This Agreement shall be construed, enforced, and governed by the laws of the State of Ohio, except to the extent federal law supersedes such law.
- C. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, survivors, and assigns.
- D. Nothing express or implied in this Agreement is intended to confer, and nothing shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.
- E. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such terms or conditions for the future, or of any subsequent breach thereof.

F. If any one or more of the provisions of this Agreement shall, for any reason, be invalid or illegal, such invalidity or illegality shall not affect any other provisions of this Agreement and this Agreement shall be enforced as if such invalid or illegal provision had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement (including the attached Schedules) to be executed by their duly authorized officers.

HORAN Associates, Inc.

Warren County, Ohio

Board of County Commissioners

By: Valerie Bogdan-Powers

By: Shannen Jones

Title: President

Title: Shannen Jones

Name: Valerie Bogdan-Powers

Name: President

Date: 11/19/19

Date: 12/17/19

Keith A. Fisher  
COUNTY CLERK  
WARREN COUNTY, OHIO

## **SCHEDULE A**

### **SCOPE OF SERVICES**

**Benefit Strategy and Action Plan** – Develop strategic action plan that incorporates client objectives, marketplace innovation and renewal strategies to deliver best in class benefit programs.

- Leverage experts and resources within all of HORAN to assist you, including Financial Analysis, Compliance, Data Analytics, and Health Management
- Assess needs and make comprehensive recommendations
- Provide one and three year action plans

**Benefit Design & Marketing** – Lead and deliver benefit marketing, design and execution to support the overall benefit strategy.

- Lead market analysis and bid
- Recommend vendor/carrier partnership, contract and lead pricing negotiations
- Develop and recommend plan design options and contribution strategies
- Calibrate plan via benchmarking and historical review

**Marketplace Benefit Innovation** – Explore, vet and recommend marketplace innovations in trends and offerings to best meet unique client needs.

- Explore alternative funding arrangements
- Identify employee transparency tools to drive consumerism
- Research offerings that drive wellness executions and behavior changes
- Test advanced data analytic tools to drive deeper actions
- Explore technology solutions for employee engagement and administrative efficiencies
- Identify and execute international benefits
- Explore clinic options

**Health Data Analytics** – HORANalytics® – Dedicated think tank on a mission to investigate, understand, and control health care costs.

- Leverage data warehouse and utilization analysis to determine “why” in plan costs
- Develop predictive models to guide future improvements in benefits strategy
- Develop standard and customized reporting to meet business needs
- Use data and analysis to help you meet client short and long term financial goals to improve bottom line

**Population Health Management** – Provides best practice in designing and implementing wellness programs that deliver long-term results to the company.

- Provide expert wellness program design consultation
- Deliver quantitative and qualitative evaluation of wellness program
- Lead market vendor assessment and program implementation

**Employee Advocacy, Education & Engagement** – Provide relentless care, advocacy and support for your organization, guiding you through the complex challenges of the healthcare system.

- Develop and deliver employee education and communication programs through a robust employee engagement plan, utilizing detailed communication means not limited to Brainsharks, video PowToons, engaging presentations, etc. during open enrollment and throughout the year
- Provide direct and constant access to resolve employee concerns including claims
- Design holistic approach to meet the needs of client company culture and employees



Operational and Administrative Support – Collaborative service team of knowledgeable specialists committed to the shared value of supporting your employees and providing HR assistance on a daily basis.

- Act as benefit program vendor advocate on behalf of HR
- Provide day to day problem solving around renewals, compliance, carrier issues, etc.
- Lead benefit program project management support to keep work on track

Benefit Plan Compliance – Delivers the right guidance from expert partners plus the reassurance of having the right information to put the right compliance plans in place with constant communication to keep you up-to-date and on-track.

- Research and report on key regulatory and legislative actions related to health and welfare plans
- Conduct compliance reviews
- Develop customized timelines for compliance activities
- Provide continuous education programs (seminars, email updates, toolkits, blog)

One HORAN – Lead comprehensive benefit review to include executive benefits, retirement readiness, company & business succession, individual financial planning and wealth management.

HORAN Associates, Inc.

Warren County, Ohio

Board of County Commissioners

By: Valerie Bugdan-Powers

By: Shannon Jones

Title: President

Title: President

Name: Valerie Bugdan-Powers

Name: Shannon Jones

Date: 11/19/19

Date: 12/17/19

Kathleen

**SCHEDULE B**

**COMPENSATION SCHEDULE**

Health Benefits Program Management

HORAN will invoice quarterly for the following benefits programs:

**Medical** (includes Data Warehousing)

- \$6.50 \* \*\* Per enrolled employee per month

**Dental**

- \$1.50 Per enrolled employee per month

\*This fee is subject to a 3% increase annually

\*\* Fee is subject to change if enrollment shifts more than +/- 10%

Ancillary Benefits Program Management

HORAN will accept standard commission from your administrator or insurer for the following benefits programs:

- Vision
- Short term disability
- Long term disability
- Group life insurance
- Voluntary and supplemental life insurance
- Worksite benefits
- Other lines of coverage implemented after the effective date of this agreement

Subcontracted Services

This compensation schedule does not include services provided through a third party vendor (where applicable) where the contract is held by Client or HORAN.

HORAN Associates, Inc.

Warren County, Ohio

Board of County Commissioners

By: Valerie Bugdan-Powers

By: Shannon Jones

Title: President

Title: President

Name: Valerie Bugdan-Powers

Name: Shannon Jones

Date: 11/19/19

Date: 12/17/19

Frankie Auli

## SCHEDULE C

### BUSINESS ASSOCIATE AGREEMENT

**WHEREAS**, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) (“HIPAA”), the Office of the Secretary of the Department of Health and Human Services has issued: (1) regulations providing Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Subparts A and E of Part 164 (“Privacy Rule”); (2) regulations providing Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Subpart C of Part 164 (the “Security Rule”); and (3) regulations modifying the Privacy Rule, Security Rule, Enforcement and Breach Notification Rules; and

**WHEREAS**, the privacy and security provisions of HIPAA have been amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) provisions of the American Recovery and Reinvestment Act of 2009, and any and all references in this Agreement to the “HIPAA Rules” shall be deemed to include the Privacy Rule, the Security Rule, HITECH, the Enforcement and Breach Notification Rules, and all existing and future implementing regulations, as they become effective; and

**WHEREAS**, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information (“PHI”) to a Business Associate and allow the Business Associate to obtain, receive, and create PHI on the Covered Entity’s behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the PHI; and

**WHEREAS**, Warren County Ohio Board of County Commissioners (the “Plan Sponsor”) maintains one or more Health Plans (“Plans”) and has engaged HORAN Associates, Inc. (“Business Associate”) to perform services, which may be described in a separate contract (the “Services Arrangement”) and Business Associate may receive PHI, or create and receive such information in the performance of services on behalf of such Plans. Plan Sponsor and Business Associate desire to determine the terms under which they shall comply with the HIPAA Rules;

**NOW THEREFORE**, the Plans, Plan Sponsor, and Business Associate agree as follows:

#### 1. GENERAL HIPAA COMPLIANCE PROVISIONS

1.1. **HIPAA Definitions.** Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the HIPAA Rules.

1.2. **HIPAA Readiness.** Business Associate agrees that it will be fully compliant with the requirements of the HIPAA Rules that apply to Business Associates by the compliance dates established under such rules to the extent necessary to enable the Plans to comply with their obligations under the HIPAA Rules.

1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established for any such changes. If, due to such a change, either or all of the parties are no longer required to treat PHI in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 5. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

1.4. **Nature of Relationship.** The parties acknowledge that:

1.4.1. Each Plan is a Group Health Plan and a Covered Entity;

1.4.2. Business Associate is a Business Associate of one of more of the Plans; and

1.4.3. Warren County Ohio Board of County Commissioners is the Plan Sponsor (as defined in section 3(16)(b) of Employee Retirement Income Security Act of 1974 29 USC § 1001 *et seq.*, as amended (“ERISA”)) of each Plan, is not a Covered Entity, and acts in the capacity of a plan sponsor as defined in the HIPAA Rules.

1.4.4. Whenever reference is made in this Agreement to actions or undertakings of a Plan, to reports or information provided by the Business Associate to a Plan, or to instructions to the Business Associate from a Plan, the reference to the Plan shall be to the person or entity designated in such Plan’s documents as having responsibility for Plan administration or, if no designation is made therein, the Plan Sponsor.

1.4.5. The relationship of the Business Associate to any Plan (or the Plan Sponsor) is solely a contractual relationship and nothing in the Services Arrangement or this Agreement shall be interpreted as creating an agency relationship with the Business Associate under Federal common law.

## 2. TREATMENT OF PHI

### 2.1. Permitted Uses and Disclosures of PHI.

2.1.1. **Uses and Disclosures on Behalf of the Plan.** The Business Associate shall be permitted to use and disclose PHI for the services Business Associate is providing to the Plan or Plan Sponsor pursuant to the Services Arrangement, which may include but not be limited to Treatment, Payment activities and/or Health Care Operations, and as otherwise required to perform its obligations under this Agreement and the Services Arrangement.

2.1.2. **Other Permitted Uses and Disclosures.** In addition to the uses and disclosures set forth in Section 2.1.1, Business Associate may use or disclose PHI received from, or created or received on behalf of, the Plan under the following circumstances:

2.1.2.1. **Disclosures to the Plan Sponsor.** Business Associate may provide:

i. Summary Health Information to the Plan Sponsor upon Plan Sponsor’s written request which specifies that the purpose of the request is either: (a) to obtain premium bids for providing health insurance coverage to a Plan; and/or (b) to modify, amend or terminate a Plan;

ii. Information to the Plan Sponsor on whether an individual is participating in a Plan or is enrolled or has disenrolled from any insurance coverage offered by the Plan; and

iii. PHI to the Plan Sponsor for purposes of Plan Administration Functions, provided that the Plan Sponsor has provided to Business Associate: (a) a copy of Plan Sponsor’s certification to the applicable Plan under 45 CFR 164.504(f)(2) relating to the required amendment of such Plan’s plan documents (the “Certification”), and (b) a list of employees of or descriptions of positions with Plan Sponsor who are authorized in accordance with the applicable plan documents to receive PHI from the Business Associate in connection with Plan Administration Functions of such Plan.

**2.1.2.2. Use of PHI for Management, Administration, and Legal Responsibilities.** Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities.

**2.1.2.3. Disclosure of PHI For Management, Administration, and Legal Responsibilities.** Business Associate is permitted to disclose PHI if necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the PHI has been breached.

**2.1.2.4. Data Aggregation Services.** Business Associate is permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR §164.501, relating to the health care operations of a Plan.

**2.1.2.5. De-identification.** Business Associate is permitted to use PHI to de-identify the information in accordance with 45 CFR §164.514. Once de-identified, the information is no longer PHI or subject to the terms of this Agreement and may be used or disclosed by the Business Associate as long as the information does not include a key or other mechanism that would enable the information to be identified.

**2.1.3. Further Uses Prohibited.** Except as provided in Sections 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any information received from the Plan, or from any other Business Associate of the Plan, for any commercial purposes of Business Associate. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.

**2.2. Minimum Necessary.** Business Associate shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purposes of the request, use, or disclosure. Business Associate and Plan Sponsor acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HIPAA Rules.

**2.3. Prohibited, Unlawful, or Unauthorized Use and Disclosure of PHI.** Business Associate shall not use or further disclose any PHI received from, or created or received on behalf of, a Plan, in a manner that would violate the requirements of the Privacy Rule if done by the Plan.

**2.4. Required Safeguards.** Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of PHI received from, or created or received on behalf of, a Plan or other than as provided for in this Agreement or as required by law, including adopting policies and procedures regarding the safeguarding of PHI; and providing training to relevant employees on such policies and procedures to prevent the improper use or disclosure of PHI. To the extent Business Associate will carry out one or more of Plan Sponsor’s obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rules that apply to the Plan Sponsor in the performance of such obligations.

**2.5. Mitigation of Improper Uses or Disclosures.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.6. **Reporting of Unauthorized Uses and Disclosures.** Business Associate shall promptly report in writing to the applicable Plan any use or disclosure of PHI not provided for under this Agreement, of which Business Associate becomes aware.

2.7. **Security Rule.**

2.7.1. **Security Safeguards.** Business Associate agrees to implement administrative, physical, and technical safeguards set forth in the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of any Plan or Plan Sponsor.

2.7.2. **Security Incidents.** Business Associate agrees to report to the Plans and Plan Sponsor any unauthorized access, use, disclosure, modification, or destruction of information or interference with information system operations which affect Electronic PHI created, received, maintained, or transmitted on behalf of any Plan of which Business Associate becomes aware. Business Associate agrees to also report to the Plan and Plan Sponsor any attempted unauthorized access affecting Electronic PHI created, received, maintained, or transmitted on behalf of any Plan of which Business Associate becomes aware; provided that Business Associate determines that the attempted access was material and credible.

2.8. **Breach Notifications.** Business Associate agrees to notify the applicable Plan and the Plan Sponsor of any Breach of Unsecured PHI within 10 days from the date of discovery.

2.8.1. **Information About Breach.** Business Associate shall provide a report to the Plan within 15 days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to the Plan the required information as soon as possible and without unreasonable delay, but in no event later than 30 calendar days from the date of discovery of a Breach. A Breach will be treated as discovered in accordance with 45 CFR §164.410. The Business Associate's report shall include: (i) the date of the Breach; (ii) the date of discovery of the Breach; (iii) a list of each individual whose Unsecured PHI has been or is reasonably believed to have been used, accessed, acquired, or disclosed during the Breach; (iv) a description of the type of Unsecured PHI involved; (v) the identity of who made the non-permitted use or disclosure and who received the non-permitted disclosure (if known); and (vi) any other details necessary to complete an assessment of whether the PHI has been compromised.

2.8.2. **Notification to Individual and Others.** Unless otherwise agreed between the Plan Sponsor and Business Associate, the Plan shall be responsible to provide notification to individuals whose Unsecured PHI has been disclosed, as well as the Secretary of Health and Human Services and the media, as required by the HIPAA Rules.

2.8.3. **Investigation and New Procedures.** Business Associate agrees to investigate the Breach and to establish procedures to mitigate losses and protect against future Breaches, and to provide a description of these procedures and the specific findings of the investigation to the Plan in the time and manner reasonably requested by the Plan.

2.9. **Plan Participant Requests.** The Plans, Plan Sponsor and Business Associate acknowledge that Plan participants have certain rights under the Privacy Rule to access, amend and receive an accounting of certain disclosures of their PHI. Business Associate further understands that the Plans have developed specific policies and procedures to be followed for Plan participants who make such requests as an exercise of their rights under the Privacy Rule. A request by a Plan participant or such

participant's personal representative made in accordance with such policies and procedures to access, amend or receive an accounting of disclosures of the participant's PHI is referred to herein as a "Formal HIPAA Request."

2.9.1. **Access to PHI.** Within 30 days of a Plan's request on behalf of an individual, Business Associate agrees to make available to the Plan any relevant PHI in a Designated Record Set received from, or created or received on behalf of the Plan in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting PHI, Business Associate shall notify the Plan in writing promptly of such request no later than 10 business days of receiving such request. If a Plan requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that enables the Plan to meet its electronic access obligations under 45 CFR §164.524.

2.9.2. **Amendment of PHI.** Within 30 days of a Plan's request, Business Associate agrees to make available to the Plan any relevant PHI in a Designated Record Set received from, or created or received on behalf of, the Plan so the Plan may fulfill its obligations to amend such PHI pursuant to the Privacy Rule. Business Associate shall incorporate any amendments to PHI into any and all PHI Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an individual for an amendment to PHI, Business Associate shall notify the Plan in writing promptly of such request no later than 10 business days of receiving such request. Each Plan shall have full discretion to determine whether the requested amendment shall occur.

2.9.3. **Accounting of Disclosures.** Business Associate shall maintain, beginning as of the date Business Associate first receives PHI from a Plan or the Plan Sponsor, an accounting of those disclosures of PHI it receives from, or creates or receives on behalf of the Plans which are not excepted from disclosure accounting under the Privacy Rule. Within 30 days of a Plan's request, Business Associate shall make available to such Plan, the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of PHI, Business Associate shall notify the applicable Plan in writing promptly of such request no later than 10 business days of receiving such a request. Business Associate shall provide such an accounting based on an individual's Formal HIPAA Request to the Plan and the Plan shall have full discretion to determine whether the requested accounting shall be provided to the requesting individual. Business Associate will maintain the disclosure information for at least 6 years following the date of the accountable disclosure to which the disclosure information relates.

2.10. **Restrictions and Confidential Communications.** Business Associate shall, upon notice from a Plan in accordance with Section 3.3, accommodate any restriction to the use or disclosure of PHI and any request for confidential communications to which such Plan has agreed in accordance with the Privacy Rule.

2.11. **Subcontractors.** Business Associate will require each of its agents, including any subcontractor (if permitted under the applicable Services Arrangement), to whom it provides PHI received from, or created or received on behalf of, a Plan to agree, in a written agreement with Business Associate, to comply with the Security Rule, and to agree to all of the same restrictions and conditions contained in this Agreement or the HIPAA Rules that apply to Business Associate with respect to such information.

2.12. **Audit.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of, the Plans available to

the Secretary of Health and Human Services upon request for purposes of determining compliance by the Plans with the HIPAA Rules.

2.13. **Enforcement.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules.

### 3. OBLIGATIONS OF COVERED ENTITY

3.1. **Notice of Privacy Practices.** The Plans shall notify Business Associate of any limitations in its notice of privacy practices, to the extent such limitations may affect the Business Associate's use or disclosure of PHI in accordance with 45 CFR 164.520, as well as any changes to such notice.

3.2. **Revocation of Permission.** Each Plan shall provide Business Associate with any changes in, or revocation of, permission by any individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures with respect to such Plan.

3.3. **Notice of Restrictions and Confidential Communications.** Each Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that such Plan has agreed to in accordance with 45 CFR § 164.522. The applicable Plan shall notify Business Associate of any restriction on the use or disclosure of PHI and any request for confidential communications to which, in accordance with the Privacy Rule, such Plan has agreed.

3.4. **Permissible Requests By the Plan.** Except as provided in Section 2.1, the Plans shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

### 4. AMENDMENT AND TERMINATION

4.1. **Term and Termination.** The Term of this Agreement shall be effective as of the date this Agreement is signed, and shall terminate when all of the PHI provided by the Plan to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 4.3.

4.2. **Termination for Violation of Agreement.** Without limiting the rights of the parties under the Services Arrangement, the applicable Plan(s) will have the right to terminate this Agreement and the Services Arrangement if Business Associate has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's obligations regarding PHI under this Agreement and, on notice of such material breach or violation from such Plan(s) or Plan Sponsor, fails to take reasonable and diligent steps to cure the breach or end the violation. The applicable Plan(s) will follow the notice of termination procedures (if any) applicable to the Services Arrangement. Notwithstanding the termination of this Agreement, Business Associate shall continue to comply with Section 4.3 hereof after termination of this Agreement.

4.3. **Return of PHI.** At termination of this Agreement or the Services Arrangement, whichever shall be first to occur, Business Associate shall return to the Plans all PHI received from, or created or received on behalf of, such Plans that Business Associate maintains in any form and shall retain no copies of such information. This provision shall also apply to PHI that is in the possession of any Subcontractor of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information. If such return is not feasible, Business Associate shall notify the applicable Plan(s) thereof and Business Associate shall destroy such



PHI and/or extend the protections of this Agreement to such PHI retained by Business Associate and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

## 5. MISCELLANEOUS PROVISIONS

5.1. **Third-Party Beneficiary.** No individual or entity is intended to be a third-party beneficiary to this Agreement.

5.2. **Severability.** If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the HIPAA Rules, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

5.3. **Procedures.** The parties shall comply with procedures mutually agreed upon by the parties to facilitate the Plans' compliance with the HIPAA Rules, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of the PHI of any Plans.

5.4. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Ohio, except to the extent federal law applies.

5.5. **Headings.** The headings and subheadings of the Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.

5.6. **Cooperation.** The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance by the Plans with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of the Plans' PHI.

5.7. **Notice.** All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the following address (or such subsequent address provided by the applicable party):

5.7.1. If to a Plan or the Plan Sponsor:

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

5.7.2. If to Business Associate:

HORAN Associates, Inc.  
Privacy Officer  
4990 E Galbraith Rd  
Cincinnati OH 45236

5.8. **Conflict.** In the event of any conflict between the provisions of the Services Arrangement and this Agreement, the terms of this Agreement shall govern to the extent necessary to assure the Plans' compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of this 1<sup>st</sup> day of January 2020.

Warren County, Ohio  
Board of County Commissioners

Warren County, Ohio  
Board of County Commissioners

\_\_\_\_\_  
*Name of Group Health Plan*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: Shannon Jones

Title: President

Name: Shannon Jones

Date: 12/17/19

HORAN Associates, Inc.

By: Valerie Bogdan-Powers

Title: Privacy Officer

Name: Valerie Bogdan-Powers

Date: 11/19/19

Zahli Auli  
\_\_\_\_\_  
11/19/19

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Valerise Bogdan-Powers, holding the title and position of President at the firm HOKAN ASSOCIATES, INC., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Val Bogdan-Powers  
AFFIANT

Subscribed and sworn to before me this 2nd day of December 20 19

Carolyn J. Mefford  
(Notary Public),

Hamilton County.

My commission expires 6/4 20 23



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1755

Adopted Date December 17, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF TUESDAY,  
JANUARY 14, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Tuesday,  
January 14, 2020.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners file  
Press

# Resolution

Number 19-1756

Adopted Date December 17, 2019

AUTHORIZE WARREN COUNTY TELECOMMUNICATIONS TO SIGN ACCEPTANCE OF THE STATEMENT OF WORK WITH EMERGE IT

WHEREAS, Emerge IT has provided the SOW for purchase of Office 365 mailbox migration and admin training requiring signature by Warren County Telecommunications; and

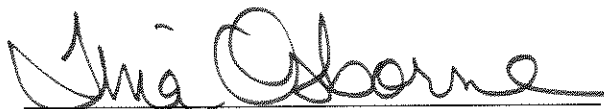
NOW THEREFORE BE IT RESOLVED, to authorize Warren County Telecommunications to sign the acceptance of the SOW with Emerge IT, as attached hereto and made a part hereof.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

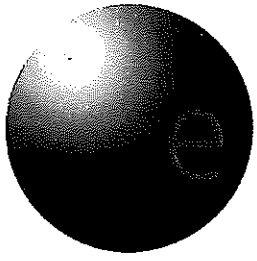
Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Emerge IT  
Telecom (file)



m e r g e

## **O365 Migration**

Prepared  
for:

**Warren County Telecommunications**

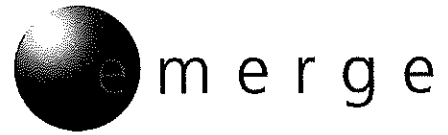
**Monday, November 25, 2019**

Quote # 028325

Opportunity # 28605

Emerge IT Solutions  
1895 Airport Exchange Blvd, Ste 170  
Erlanger, KY 41018

**CONFIDENTIALITY NOTICE:** This document contains information which may be confidential and/or legally privileged. The information contained therein is intended only for the individual or entity named on this document. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this document is strictly prohibited and that the documents should be returned to EmERGE immediately. The unauthorized disclosure, use or publication of confidential or privileged information inadvertently transmitted to you may result in criminal and/or civil liability.



Qty	Advanced Services	Price	Ext. Price
20	Advanced Services- Time and Material	\$185.00	\$3,700.00
<b>Estimated T&amp;M Services Pricing: \$3,700.00</b>			
<b>Service Summary:</b> Warren County Telecommunications has engaged Emerge IT Solutions to provide Professional Services for O365 Migration.			
<b>Pricing Summary:</b>			
<ul style="list-style-type: none"> <li>• Estimated Service hours are Qty-20 at the rate of \$185.00 per hour.</li> <li>• This is an Estimation of service time. Final services will be billed at T&amp;M directly to the customer in Actual Hours Spent.</li> <li>• Unless noted above, services are to be provided within the normal business hours of 8:00AM-5:00PM EST, Mon-Fri. Any services performed Afterhours or during Sunday/Holiday hours will be billed at their corresponding rates below. <ul style="list-style-type: none"> <li>◦ Afterhours = 1.5* hourly rate. (Defined as after 5:00pm on weekdays, or Saturdays). Afterhours time is billed in One (1) Hours minimum, and Thirty (30) minute intervals after the initial hour.</li> <li>◦ Sunday/Holidays = 2* hourly rate. (Holidays Defined by National Holiday, or Office Closure in recognition of a Holiday). Sundays/Holidays time is billed in Two (2) Hours minimum, and in Thirty (30) minute intervals after the initial 2 hours.</li> </ul> </li> <li>• Progress Billing for Services will occur on the last business day of each month at the specified time and materials rate for the duration of the SOW. Client agrees to pay for these services within 30 Days of invoice receipt.</li> <li>• Unscheduled, High Priority, Quick Response Support requests will be considered Out of Scope and will require services to be billed at 1.5* the clients Out of Scope rate for scheduling. Scheduling is Best Effort per engineer availability, and the potential re-prioritization of current workload.</li> <li>• Engineer billing begins at the start of travel and/or the start of service for the requested services, and ends upon completion of work, or upon exit of the customer location.</li> </ul>			
<b>Description:</b>			
<ul style="list-style-type: none"> <li>• Migrating 75 mailboxes to O365</li> <li>• Admin training</li> </ul>			
<b>Subtotal</b>			<b>\$3,700.00</b>

## Roles, Responsibilities and Assumptions

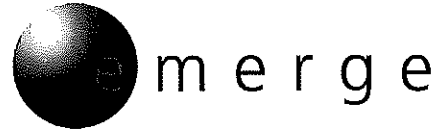
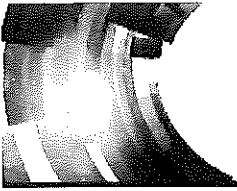
### Roles and Responsibilities:

- Emerge holds the responsibility to provide professional services for the requested changes based on Best Practice standards, and Client requirements.
- Emerge holds the responsibility to provide Design, Planning, & Implementation services for the requested changes based on Best Practice standards, and Client requirements.
- Client holds the responsibility of providing a single point of contact for the communication of project issues, concerns, and questions.
- If applicable, Client is responsible for the scheduling and employee communication regarding any needed Maintenance Windows, Outages, Training, or any other Client facing communications pertaining to this service.
- If applicable, unless currently managed under an Emerge Managed Service Agreement, Client is responsible for ensuring Backup and Disaster Recovery Procedures are updated and verified prior to work beginning.
- If applicable, Client is responsible for ensuring that Onsite and Remote Access will be available to the end Clients

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environment for this support. The Physical Safety of the Service engineer, and Cooperation of employees and managers at the location to allow work to progress as described is also the responsibility of Client.

- If applicable, Client stakeholders hold the responsibility to be in attendance and responsive as needed for the project to proceed as planned through the duration of this engagement. Extended delays caused by Client unavailability, lack of response, or lack of site readiness will be considered Out of Scope of the engagement.
- If applicable, Client is responsible for providing a Testing Plan for Post Service Testing. A testing plan should be created and validated prior to service start. This plan should encompass all functionality needed for business operation.
- If applicable, Client is responsible for providing an operation knowledgeable resource to be available for post cutover testing during the maintenance windows established in the planning portion of this engagement. This resource should understand the needed functionality of the network and its applications for imperative business functionality and detailed testing.
- If applicable, Client holds the responsibility for adequate rack space, power, power distribution, appropriate cooling, patch and structured cabling within the environment for services to proceed as expected.

#### **Assumptions:**

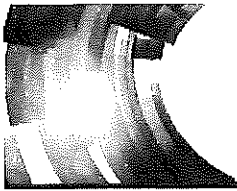
- A Project Manager is not included in the presented pricing. Emerge services will be coordinated by the Emerge Advanced Services team. Escalation should also be directed to the Emerge Advanced Services coordination team. Emerge engineering will handle Project Management otherwise, for the duration of this project.
- Once Client has accepted the final design, all requested changes will be processed through the change management process prior to any changes of the design being made. This could result in Out of Scope Services of the presented pricing.
- Loss of pre-scheduled work time caused by construction, outside vendors, or the Client will be billed T&M Directly to the Client as Out of Scope, and will be billed separately.
- This Quote/Scope of Work is hereby authorized as the governing document detailing the services to be performed by Emerge IT Solutions, Inc. for the Client, and is accepted as such by the Client. Any work not detailed in the above documentation is subject to authorization by Emerge and Client through written confirmation.

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## Contacting Emerge

### Service Desk Phone:

- Contact Emerge @ 859-746-1030
  - **BUSINESS HOURS (8am-5pm EST)** - For IT Service hit *Option3, then Option1*. Caller is routed to the Help Desk.
  - **AFTERHOURS SUPPORT (5pm-8am EST)** - For IT Service hit *Options3, Option1, then Option2*, to speak to a Dispatch Manager. After Hours rates Could apply based on your Service Contract.
- A service ticket is created, and an Engineer is assigned. The Service Engineer will then contact the Client for troubleshooting, or to schedule an ETA to come onsite for service, if needed.
- For any needed updates, questions, or concerns during business hours, our Clients can contact the Emerge Service Desk through the above steps. A Service Desk Representative will be happy to research and provide an update for you.

### Help Desk Email - Not for Afterhours/Emergency Support:

- For service requests that do not require an immediate response, an email can be sent to [HELPDESK@EMERGEITS.COM](mailto:HELPDESK@EMERGEITS.COM).
- Provide your Name, Contact Number, the Company you are with, and the Issue you are having. A service request is generated from this email, and will be dispatched to a Service Engineer. The engineer will contact the Client to begin resolving the issue.

### Escalations:

- Should the Client have any questions, comments, concerns, or support escalation needs, please reach out to the Emerge Project Services Coordination team for immediate assistance.
- Chris Schmidt: Services Coordination Lead @ 859-746-1030 Ext: 3117
- Scott Coleman: Lead Project Manager @ 859-746-1030 Ext: 3140

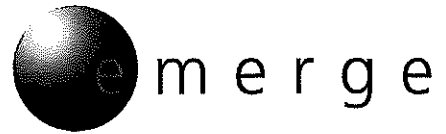
**Please Note: If this is a Priority 1 Situation, calling the Help Desk @ 859-746-1030 will result in the Quickest Response.**

**All other terms and conditions can be found in the attached MASTER TERMS AND CONDITIONS document.**

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# O365 Migration

Prepared by:

Prepared for:

Quote Information:



**Emerge IT Solutions, LLC**  
Taylor Adams  
859.538.3126  
tadams@emergeits.com

**Warren County Telecommunications**  
500 Justice  
Lebanon, OH 45036  
Gary Estes  
(513) 695-1320  
Gary.Estes@wcoh.net

**Quote #: 028325**  
Version: 1  
Delivery Date: 11/25/2019  
Expiration Date: 02/23/2020

Quote Summary		Amount
Advanced Services		\$3,700.00
	<b>Total:</b>	<b>\$3,700.00</b>

Payment Options	Payments	Interval	Amount
Recurring Revenue with Tax			
One Time Charge with Tax			
1% 10, Net30	1	One-Time	\$3,700.00

All Invoices Outstanding Beyond 30 Days Will Be Charged A Finance Charge of 1% Each Month Past Due



## Warren County Telecommunications

Signature: \_\_\_\_\_

Name: Gary Estes

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Returns must be initiated within 30days of product delivery. To be eligible for a return, items must be unused and in the original packaging.

**APPROVED AS TO FORM**

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

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**EMERGE**  
**MASTER TERMS AND CONDITIONS**

This Master Terms and Conditions Agreement ("MTCA") is entered into between Emerge IT Solutions, LLC and its affiliates (collectively, "Emerge") and Client, as defined herein. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions**

(a) Agreement. "Agreement" means this MTCA, any and all Service Order Forms entered into by the parties from time to time, which are made a part hereof, and any addendums, schedules, exhibits and/or appendices attached thereto or hereto.

(b) Client. "Client" means the client identified on the applicable Service Order Form.

(c) Client Equipment. "Client Equipment" means all Equipment other than Emerge Equipment.

(d) Confidential Information. See Section 3.

(e) Equipment. "Equipment" means all hardware, software, equipment, tools, or other tangible personal property.

(f) Emerge Equipment. "Emerge Equipment" means all Equipment supplied or used by Emerge in connection with performance of the Services.

(g) Service Order Form. "Service Order Form" means a separately executed document that describes Services to be purchased by Client, including any fees, charges, and additional terms that may apply.

(h) Services. "Services" means those services that Emerge provides to Client pursuant to, and as more fully described in, one or more Service Order Forms entered into and made a part hereof.

**2. Fees and Payments**

(a) Fees. For the Services, Client shall pay the fees set forth on the Service Order Form. Except as set forth on the Service Order Form, regardless of whether Client has commenced use of the Services, (i) Client's payment obligations for the Services shall commence on the date on which the applicable Service is first provisioned by Emerge and made available for use by Client, or (ii) at such time as Emerge begins agreed upon work to prepare for such provisioning. Except as otherwise provided on the Service Order Form, on each anniversary of the aforementioned date, the fees will increase by 10%. Notwithstanding the foregoing, to the extent software license providers increase Emerge's costs, Emerge has the right to increase the fees charged to Client hereunder in direct proportion to the cost increase, effective as of the next calendar month following the cost increase. Emerge shall provide notification to Client prior to any price increase associated with software licenses.

(b) Taxes. All fees and charges hereunder shall be exclusive of, and Client shall be solely responsible for, any applicable taxes or levies, whether now in force or enacted in the future, applicable to the delivery of the Services hereunder, except for taxes attributable to the net income of Emerge.

(c) Payment Terms. All recurring charges shall be due and payable in advance no later than the first business day of the month. All non-recurring charges shall be due as provided on the associated Service Order Form. Unless waived in writing by Emerge, late payments will accrue interest at the lower of 1.5% per month or the highest rate permitted by law. If Client is late with more than one payment, Emerge may, upon written notice to Client, require a security deposit or other reasonable assurances to secure Client's payment obligations hereunder. All costs associated with collecting delinquent payments, including reasonable attorney's fees, shall be added to the unpaid balance and paid by Client.

**3. Confidentiality**

(a) Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the disclosing party that (i) derives independent economic value, actual or potential, from not being

generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (ii) that the disclosing party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information of Emerge includes, without limitation, the pricing and terms of the Agreement. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information. This Section 3 is intended to cover Confidential Information received by the either party both prior and subsequent to the date hereof.

(b) Exceptions. Notwithstanding the above, the term "Confidential Information" shall not include any information that is:

(i) available from public sources or in the public domain, through no fault of the receiving party; or

(ii) received at any time from any third party who, to the best of the receiving party's knowledge, has no non-disclosure obligation to the disclosing party; or

(iii) readily discernible from publicly-available products or literature; or

(iv) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

(c) Compelled Disclosures. The receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

(d) Survival. Notwithstanding anything else to the contrary in the Agreement, all obligations under this Section 3 shall survive for two (2) years from any termination or expiration of this MTCA.

**4. Limitations, Disclaimers, and Indemnification**

(a) Equipment. If Client purchases any Equipment from Emerge, the Equipment is provided to Client "as is, where is." If the manufacturer provides a warranty on the Equipment, Client shall be considered the record owner of the Equipment for purposes of such warranty, to the extent such warranty follows the Equipment. Client's only recourse for any issue with the Equipment lies with the manufacturer.

(b) Service Warranty. Unless otherwise provided in a Service Order Form, the Services are provided on an AS-IS basis.

(c) Disclaimer. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES AND ANY EMERGE EQUIPMENT OR FACILITIES IS AT ITS OWN RISK. EMERGE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS EXPRESSLY DESCRIBED ELSEWHERE IN THE AGREEMENT, CLIENT

ASSUMES ALL RISK OF LOSS OR DAMAGE ASSOCIATED WITH THE SERVICES, INCLUDING ANY LOSS OR DAMAGE TO DATA STORED AT OR TRANSFERRED THROUGH ANY EMERGE FACILITY OR EMERGE EQUIPMENT. The Services do not constitute a bailment.

(d) Consequential Damages Waiver. In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or Equipment, arising from or relating to the Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

(e) Limitation of Liability. Except for the willful misconduct or gross negligence of Emerge, Emerge will not be liable for unauthorized access to Client's Equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Emerge's liability for damages to Client for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Client to Emerge in respect of the Services giving rise to the claim in the one (1) year prior thereto.

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5. Term and Termination

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(a) Term. Unless otherwise provided in the Service Order Form, the term of this MTCA will commence on the date the last of the parties hereto signs this MTCA and shall terminate upon the last to occur of (i) the one year anniversary of the commencement date of this MTCA, or (ii) the expiration or termination of the last outstanding Service Order Form under the Agreement. A termination of the MTCA shall be deemed a termination of the Agreement. The term of each Service Order Form shall commence on the effective date set forth on the Service Order Form and continue for the initial term set forth on the Service Order Form (the "Initial Term"), except that, if the Initial Term would ordinarily expire other than on the last day of a calendar month, the Initial Term shall extend through the end of that calendar month. Thereafter, each Service Order Form shall automatically renew for successive additional terms of one (1) year (each a "Renewal Term"), unless either party provides at least sixty (60) days prior written notice to the other party of its intent to terminate the applicable Service Order Form as of the end of the then current term.

(b) Termination; Suspension.

(i) Either party may terminate a Service Order Form if the other party materially breaches any term or condition of the Service Order Form and fails to cure such breach, if capable of cure, within thirty (30) days after receipt of written notice of the same. If Emerge terminates a Service Order Form on account of a breach by Client, as provided in the applicable Service Order Form, Client shall pay a termination fee equal to the minimum monthly charges under the Service Order Form multiplied by the number of months remaining in the then current term of the Service Order Form. At Emerge's discretion, Emerge may elect to suspend service under a Service Order Form on account of a breach by Client. Such suspension may be lifted at such time and upon such terms as may be determined by Emerge.

(ii) Upon the expiration or termination or suspension of a Service Order Form, (a) Emerge will immediately cease providing the Services under the Service Order Form, and (b) any and all payment obligations of Client under the Service Order Form will become due and payable in full immediately. Client agrees and acknowledges that such cessation of the Services may result in immediate and irreparable harm to Client's business or operations, and Client accepts the same.

6. Miscellaneous

(a) Usage of Emerge Equipment and Servers. With respect to Emerge's equipment and servers, Client (including its employees, agents, contractors, or customers) shall at all times abide by Emerge's Acceptable Use Policy, as it shall be amended from time to time by Emerge in its sole discretion. The Acceptable Use Policy is currently posted on Emerge's website.

(b) Client Data. Upon expiration of this Agreement or termination of this Agreement for any reason, Emerge shall (a) deliver to Client, at Client's cost, billed at normal hourly services rate of Emerge, a copy of client information to Client in a flat file format, and (b) completely destroy or erase all other copies of the Client information in Emerge's or its agents' or subcontractors' possession in any form, including but not limited to electronic, hard copy, or other memory device.

(c) Storage of HIPAA Regulated Information. No "personal health information" (as defined in 45 CFR Section 160.103) or any other information regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) administrative simplification regulations, 45 CFR Parts 160, 162 and 164, shall be stored in any Emerge facility, on Emerge computer equipment or electronic media, or transmitted to or from an Emerge facility without first entering into a Business Associate Agreement with Emerge with mutually acceptable terms. Client shall ensure that any and all information regulated by HIPAA is used and disclosed only as permitted under HIPAA.

(d) Third Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, Emerge and Client, and the Agreement will not be deemed to create any rights in third parties.

(e) Force Majeure. Emerge shall be excused from any delay or failure to perform hereunder caused by reason of any occurrence or contingency beyond its reasonable control.

(f) Governing Law; Dispute Resolution. The Agreement shall be governed by the substantive laws of the United States of America, State of Ohio, without regard to its or any other jurisdiction's laws governing conflicts of law.

[REDACTED]

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(g) Non-Solicitation. During the term of the Agreement and for two (2) years after any termination of the Agreement, Client will not directly or indirectly solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause any employee or consultant of Emerge to terminate their relationship with Emerge. If Client wants to hire an Emerge employee, Client shall provide (10) days advance notice and pay a recruitment and training fee of \$75,000 for each successful hire.

(h) Assignment or Transfer. The Agreement may not be assigned by either party in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Emerge may assign the Agreement to an affiliate or division so long as Emerge exercises management control over or owns a controlling interest in or is under common control with such affiliate or division. In addition, both Emerge and Client have the unrestricted right to assign its rights and obligations under the Agreement to any individual, corporation or other business entity which acquires all or substantially all of its shares or assets, and upon such assignment, the assigning party shall be

released of all its obligations under the Agreement arising from and after the date of such assignment.

(i) Independent Relationship. Neither party shall have the authority to enter into any contract on behalf of the other party without that party's express written consent. Neither party shall make any representation or incur any obligation in the name of or on behalf of the other party. Nothing in the Agreement shall be construed as or constitute an appointment of either party as the agent for the other.

(j) Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if mailed, certified mail, return receipt requested, with postage prepaid, to the addresses listed on the Service Order Form or to such other address as either party may notify the other in writing.

(k) Waiver. No waiver of any breach of the Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision. A failure or delay of either party to enforce at any time any of the provisions of the Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed as a waiver of such provision of the Agreement.

(l) Entire Agreement. The MTCA, together with all Service Order Forms and all schedules, addendums, exhibits and appendices attached to hereto and thereto, if any, constitutes the entire agreement of the parties with respect to the matters described herein, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties. In the event of a conflict between the terms and conditions set forth in this MTCA and any other part of the Agreement, the provisions of this MTCA shall control, except only to the extent that the parties expressly provide otherwise in writing by reference to their intent to override this paragraph.

(m) Amendment. The Agreement may be amended only by a written agreement signed by both parties.

(n) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 4, and 6, in addition to any other provision that, by its terms, is intended to survive the expiration or termination of the Agreement, shall survive the expiration or termination of the Agreement.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1757

Adopted Date December 17, 2019

AUTHORIZE THE BOARD TO ENTER INTO A BUSINESS ASSOCIATE AGREEMENT WITH TURTLECREEK TOWNSHIP FIRE DEPARTMENT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to authorize the Board to enter into a Business Associate Agreement with Turtlecreek Fire Department on behalf of Warren County Telecommunications. Copy of said agreement attached hereto and made a part hereof.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Turtlecreek Township  
Telecom (file)

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Turtlecreek Fire Department ("Covered Entity") and Warren County Board of Commissioners on behalf of Warren County Telecommunications ("Business Associate"), effective as of November 11, 2019 ("Effective Date").

### RECITALS

Turtlecreek Fire Department is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the "Standards for Privacy of Individually Identifiable Health Information" (the "Privacy Rule") and Subpart C, together with the definitions in Subpart A, is known as the "Security Standards for the Protection of Electronic Protected Health Information" (the "Security Rule") (the Privacy Rule and the Security Rule are collectively called the "Privacy and Security Rules").

Covered Entity and Business Associate are parties to an agreement wherein Business Associate shall store, maintain, transfers, and make available in a secure manner certain Protected Health Information on behalf of Covered Entity ("Underlying Agreement"). In connection with Business Associate's provision of services to Covered Entity, Covered Entity discloses to Business Associate "Protected Health Information" ("PHI"), including "Electronic Protected Health Information" ("ePHI"), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate's use, disclosure, maintenance and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate's provision of services to Covered Entity, when coupled with Covered Entity's disclosure of PHI to Business Associate, makes Business Associate a "business associate" of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, "HITECH"), including the Omnibus Final Rule, that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH and the Omnibus Final Rule require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with the requirement to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity's disclosure of PHI to Business Associate, and Business Associate's use, disclosure and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such use, disclosure or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the Privacy and Security Rules regarding the use and disclosure

of PHI and ePHI, pursuant to this Agreement and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.
- (b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- (c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.
- (d) "Encryption" means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as set forth in 45 CFR 164.304.

2. Scope of Uses and Disclosures by Business Associate.

- (a) In General. Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Covered Entity.
- (b) Use of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Disclosure of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate, in writing, within five (5)



business days, of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Data Aggregation. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (e) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and the Omnibus Final Rule) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.
- (f) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH and the Omnibus Final Rule, Business Associate agrees that it will not receive direct or indirect remuneration for any exchange of PHI not otherwise authorized without individual authorization, unless (i) specifically required for the provision of services under the Underlying Agreement (ii) for treatment purposes; (iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.
- (g) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).

3. Obligations of Business Associate.

- (a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- (b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.
- (c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this Agreement or applicable law.
- (d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this Agreement of which Business Associate becomes aware within five (5) business days.

- (e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, to the same extent Business Associate is required to comply.
- (f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule, subject to any applicable legal privileges.
- (g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, as required by HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than five (5) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, as required by HITECH.
- (h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity.
- (i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.
- (j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative, physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:

- (i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);
  - (ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);
  - (iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security);
  - (iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and
  - (v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.
- (k) Encryption of ePHI. Business Associate and its subcontractors, if applicable, will store all PHI and/or ePHI, including all PHI and/or ePHI stored on any portable or laptop computing device or any portable storage medium as part of Business Associate's designated backup and recovery processes, in encrypted form using a commercially supported encryption solution that complies with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII" and which has been tested and judged to meet the standards set forth by the National Institute of Standards and Technology in Special Publications 800-111, 800-52, 800-77, 800-113, or others which are Federal Information Processing Standards (FIPS) 140-2 validated, as applicable. Business Associate agrees to encrypt ePHI transmitted by the Business Associate over a public network and agrees that it will only transmit or exchange Protected Health Information using secure HTTPS or SFTP or equivalent.
- (l) Paragraph Not Used.
- (m) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than five (5) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach, (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach, (iii) a description

of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach, (iv) any preliminary steps taken to mitigate the damage, and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense.

#### 4. Term and Termination.

- (a) Term of the Agreement. The term of this Agreement begins on the Effective Date and ends when all of the PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. To the extent it is infeasible for Business Associate to return or destroy the PHI, upon the agreement of Covered Entity, protections shall be extended to that PHI in accordance with the termination provisions in this Section.
- (b) Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement.
- (c) Automatic Termination. This Agreement will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.
- (d) Effect of Termination. Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, upon the agreement of Covered Entity, then Business Associate will extend the protections of this Agreement to the PHI and will limit

further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5. Agreement. Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, the Omnibus Final Rule and any other implementing regulations or guidance.
6. Insurance. Unless greater coverage is required under any other agreement between Covered Entity and Business Associate, Business Associate shall maintain or cause to be maintained a policy or policies of insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules and any other implementing regulations or guidance, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents under the Underlying Agreement or this Agreement.
7. Paragraph Not Used.
8. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule.
9. Survival. The obligations of Business Associate under Sections 4(d) and 7 of this Agreement survive any termination of this Agreement.
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Independent Contractor Status. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this Agreement shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein, Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement.
12. General Administrative Provisions.
  - (a) Any notices required by this Agreement will be sent to the latest known address of either party by (i) facsimile, email, registered or certified mail or by private delivery service that provides receipts to the sender and recipient, (ii) personally delivered

or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal, (ii) the date shown on the registered mail, certified mail or private delivery service receipt, (iii) the date personally delivered, or (iii) two business days after the date of mailing of a notice sent by regular mail.

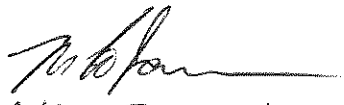
- (b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purpose.
- (c) In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.
- (d) The waiver by a party of any breach of any term, covenant, or condition in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.
- (e) This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.
- (f) This Agreement may be executed in one or more counterparts, any one of which may be considered an original copy.

COVERED ENTITY:

BUSINESS ASSOCIATE:

COVERED ENTITY:

Turtlecreek Fire Department

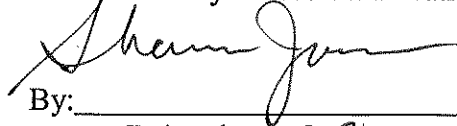
By:   
By: MIKE JAMISON  
[Printed name]

Title: Assistant Chief

Date: 11-27-2019

BUSINESS ASSOCIATE:

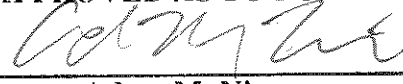
Warren County Board of Commissioners  
on behalf of  
Warren County Telecommunications

By:   
By: [Printed name] Shannon Jones

Title: President

Date: 12/17/19

APPROVED AS TO FORM

  
Adam M. Nice  
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1758

Adopted Date December 17, 2019

APPROVE AN AMENDMENT TO THE ENGINEERING CONTRACT WITH STRAND ASSOCIATES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE


BE IT RESOLVED, to enter into an amendment to the consulting services contract approved by Resolution #19-1314 dated October 8, 2019 with Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202 for Stormwater Support Services; as attached hereto and made a part hereof.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Strand Associates, Inc.  
Engineer



**AMENDMENT NO. 1 TO  
CONSULTING SERVICES CONTRACT FOR  
ENGINEERING DESIGN SERVICES  
STORMWATER SUPPORT SERVICES**

THE AGREEMENT dated December 17, 2019 between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Strand Associates, Inc., 615 Elsinore Place, Suite 320 Cincinnati, OH 45202, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER," is hereby amended to provide for Additional Services to be performed by ENGINEER as described in Exhibit 1 attached hereto and incorporated herein by reference.

OWNER shall pay ENGINEER, for the Additional Services satisfactorily provided by ENGINEER described as Task 1 and Task 2 in Exhibit 1, a not-to-exceed fee of **\$ 11,200.00**

ENGINEER shall submit monthly progress reports for the Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

All terms of the original Agreement between the parties not specifically amended hereby shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.**

**Execution by the Parties :**

**ENGINEER :**

**IN EXECUTION WHEREOF**, Strand Associates, Inc., a Wisconsin corporation for profit, has caused this Agreement to be executed on the date stated below by \_\_\_\_\_, whose title is \_\_\_\_\_, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: Joseph M Bunker  
PRINTED NAME: Joseph M Bunker  
TITLE: Corporate Secretary  
DATE: 12/5/19

**OWNER:**

**IN EXECUTION WHEREOF**, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Shannon Jones, its President, pursuant to Resolution No. 19-1758 dated 12/17/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones  
PRINTED NAME: Shannon Jones  
TITLE: President  
DATE: 12/17/19

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

By: Neil F. Tunison  
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

By: Colin Zwi  
Assistant Prosecuting Attorney



Strand Associates, Inc.  
615 Elsinore Place, Suite 320  
Cincinnati, OH 45202  
(P) 513-861-5600  
(F) 513-861-5601

December 4, 2019

Mr. Neil F. Tunison, P.E., P.S., Warren County Engineer  
Warren County Engineer  
210 West Main St.  
Lebanon, Ohio 45036

Re: Stormwater Policy Support

Dear Neil,

Strand Associates, Inc.<sup>®</sup> (ENGINEER) is pleased to submit this proposal to Warren County (OWNER) to provide support with stormwater regulation and policy updates. Through our recent Consulting Services Contract for Engineering Design Services–Stormwater Support Services dated October 8, 2019, we have been asked to submit a proposal letter for updating OWNER's existing stormwater regulations to accomplish the following goals:

1. Mimic EPA model regulations.
2. Streamline the regulation language where possible.
3. Include a stand-alone illicit discharge regulation.

To accomplish this, ENGINEER proposes the following scope of services.

#### **Scope of Services**

##### Draft Updated Regulations

Prepare three updated draft regulations to address erosion prevention and sediment control, illicit discharges, and post-construction stormwater management.

##### Communication with OWNER

Participate in one meeting and up to two teleconferences with OWNER to discuss the proposed updated regulations and potential revisions and input from OWNER.

##### Prepare Stormwater Design Manual (If Authorized)

If authorized in writing by OWNER or OWNER's designated representative, prepare a stand-alone design manual which can be referenced in the regulations. The design manual would include technical design guidance for design of stormwater controls in Warren County.

#### **Schedule**

ENGINEER will provide the outlined Scope of Services within 12 weeks of execution of an amendment to the Consulting Services Contract.

Neil F. Tunison, P.E., P.S., Warren County Engineer  
Warren County Engineer  
Page 2  
December 4, 2019

**Proposed Fee**

OWNER shall compensate ENGINEER for Draft Updated Regulations and Communication with OWNER a lump sum not to exceed \$11,200.

OWNER shall compensate ENGINEER for Prepare Stormwater Design Manual (If Authorized) a lump sum not to exceed \$9,000.

This letter is not to be considered an agreement between ENGINEER and OWNER. Once a scope of services is agreed upon, we will prepare an amendment to the Consulting Services Contract and submit to the County for review and signature. If you have any questions, please feel free to contact me.

We sincerely thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions, comments, or need additional information, please call me at your convenience at 513-861-5600.

Sincerely,

STRAND ASSOCIATES, INC.®



Kelly Kuhbender, P.E., LEED AP

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

# Resolution

Number 19-1759

Adopted Date December 17, 2019

APPROVE AGREEMENT AND ADDENDUM WITH LIGHTHOUSE YOUTH SERVICES, INC. IL AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Lighthouse Youth Service, Inc. IL, on behalf of Warren County Children Services, for calendar year 2019, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Lighthouse Youth Services, Inc.  
Children Services (file)

## Ohio Department of Job and Family Services

### AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Warren County Children Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services  
416 S East St  
Lebanon, OH 45036

and Lighthouse Youth Services, Inc., hereinafter "Provider," whose address is:

Lighthouse Youth Services, Inc.  
401 E Mcmillan St  
Cincinnati, OH 45206

Collectively the "Parties."

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## **RECITALS**

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### **Article I. SCOPE OF PLACEMENT SERVICES**

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

#### **Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED**

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### **Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED**

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

#### **Section 1.03 EXHIBITS**

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### **Article II. TERM OF AGREEMENT**

This Agreement is in effect from **11/01/2019** through **03/31/2020**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.



#### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

#### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, DODD 5123:2-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
2. Child Alleging Physical or Sexual Abuse/Neglect;
3. Death of Child;
4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
7. School Expulsion/Suspension (formal action by school);
8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
9. Victim of assault, neglect, physical or sexual abuse;
10. The filing of any law enforcement report involving the child.

I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline/assigned Caseworker or by other established notification system.

J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.

K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).

N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.

O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.

Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.

R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

**Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost.
    - b. Transportation, allowable maintenance cost.
    - c. Transportation; allowable administration cost.
    - d. Other Direct Services; allowable maintenance cost.
    - e. Behavioral health care; non-reimbursable cost.
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION ,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic



Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. OAC 5101:2-47-11: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
  - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  - 4. JFS 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 7. 2 CFR part 200.501, Audit Requirements.

## **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency

shall make the final determination within twenty (20) business days, which will be non-binding.

3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

#### **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to  
Warren County Children Services  
416 S East St  
Lebanon, OH 45036

if to Provider, to  
Lighthouse Youth Services, Inc.  
401 E Mcmillan St  
Cincinnati, OH 45206

#### **Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

#### **Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

#### **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees,

agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

### **B. Transportation of Child**

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

### **C. Rehabilitation**

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

**Article XXIV. FINDING FOR RECORDS**

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

**Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

**Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

**Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

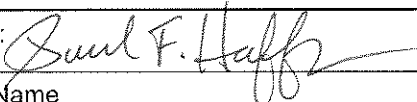
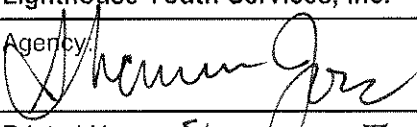
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.


**Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

Provider: 	11/18/19
Printed Name	Date
Lighthouse Youth Services, Inc.	
Agency: 	12/17/19
Printed Name Sharon Jones	Date
Warren <b>APPROVED TO FORM</b>	

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION  
OF  
CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

<b>IV-E Agency Name</b> Warren County Children Services		
<b>Street/Mailing Address</b> 416 S East St		
<b>City</b> Lebanon	<b>State</b> OH	<b>Zip Code</b> 45036

and

<b>Provider</b> Lighthouse Youth Services, Inc.		
<b>Street/Mailing Address</b> 401 E Mcmillan St		
<b>City</b> Cincinnati	<b>State</b> OH	<b>Zip Code</b> 45206

Contract ID : 19164760

Originally Dated : 11/01/2019 to 03/31/2020



Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION  
OF  
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

11/01/2019

Amendment End Date :

03/31/2020

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 11/12/2019  
 Provider / ID : Lighthouse Youth Services, Inc./ 24316

Contract Period : 11/01/2019 - 03/31/2020

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Independent Living	43317			\$12.60								\$12.60	11/01/2019	03/31/2020
Independent Living	43317			\$104.31								\$104.31	11/01/2019	03/31/2020
Independent Living	43317			\$118.86								\$118.86	11/01/2019	03/31/2020

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS  
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW, WHEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

**AMENDMENT #1:**

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

**AMENDMENT #2:**

The following provision shall be added to Article V of the Agreement:

"Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections."

**AMENDMENT #3:**

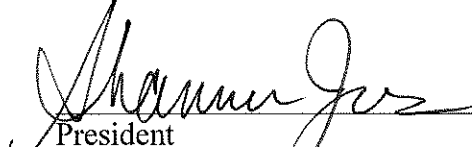
Article VI, subsection (H) of the Agreement shall be amended as follows:

The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-1759, dated 12/17/19, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

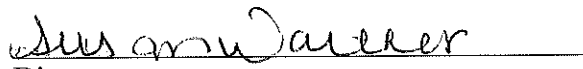
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

  
\_\_\_\_\_  
Provider

Date 12/17/19

Date Nov. 18, 2019

Reviewed by:



Director  
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Paul Haffner, holding the title and position of President & CEO at the firm Lighthouse Youth Services, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

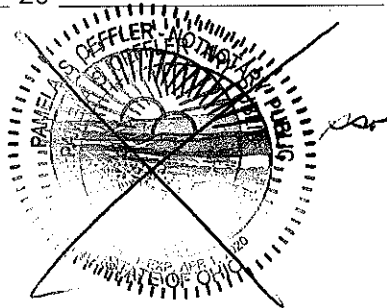
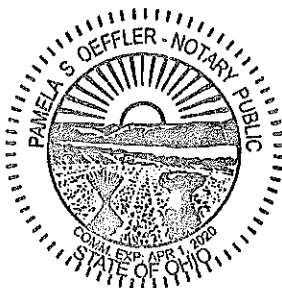
Paul Haffner  
AFFIANT

Subscribed and sworn to before me this 18 day of NOVEMBER 2019

Pamela S. Oeffler  
(Notary Public),

Hamilton County.

My commission expires 4-1-20 2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The James B. Oswald Company 441 Vine Street Suite 3401 Cincinnati OH 45202		<b>CONTACT NAME:</b> Shaun Reece <b>PHONE (A/C, No, Ext):</b> (513) 725-0306 <b>E-MAIL ADDRESS:</b> sreece@oswaldcompanies.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Lighthouse Youth & Family Services 401 E. McMillan St. Cincinnati OH 45206-1922		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Philadelphia Insurance Companies INSURER B : The Cincinnati Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
		<b>NAIC #</b> 10677	

**COVERAGES**

CERTIFICATE NUMBER: 18-19 GL/Auto/Umb

REVISION NUMBER:

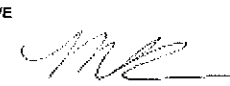
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1770856	01/30/2019	01/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Rented To You Limit \$ 100,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1770856	01/30/2019	01/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			PHUB616170	01/30/2019	01/30/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B				EME 042 28 92	01/30/2017	01/30/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Warren County Children Services Attn: Nicci Cepin 416 S. East Street Lebanon OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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**State of Ohio  
Department of Job and Family Services**

**Mike DeWine  
Governor**

**This is to Certify that**

**LIGHTHOUSE YOUTH SERVICES, INC.  
401 E. MCMILLAN STREET  
CINCINNATI, OHIO 45206  
(RECERTIFICATION- STUDY# 82538)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.  
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

**To operate a Children's Residential center(s)**

**To operate or provide Independent Living arrangements**

**To act as a representative of ODJFS in recommending Family Foster homes for certification**

**To act as a representative of ODJFS in recommending Treatment Foster homes for certification**

**To participate in the placement of children in Foster homes**

**To participate in the placement of children for Adoption**

This certificate is effective From February 3, 2019 To February 2, 2021

Temporary certificate expiration date To \_\_\_\_\_

Unless sooner revoked or amended by the Ohio Department of Job and Family Services





Department of  
Job and Family Services

Mike DeWine, Governor  
Kimberly Hall, Director

April 8, 2019

Paul Haffner, Board President  
Lighthouse Youth Services  
401 E. McMillan Street  
Cincinnati, Ohio 45206

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Lighthouse Youth Services, 401 E. McMillan Street, Cincinnati, Ohio 45206 (Recertification - Study ID# 82538)**

Dear Mr. Haffner:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above named agency to perform the functions identified below, in accordance with all applicable Chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **February 3, 2019 through February 2, 2021**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under full certification:

1. To operate a Children's Residential Center, with a capacity of 58 male children from 14 to 17 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Paint Creek  
1071 Tong Hollow Road  
Bainbridge, Ohio 45612  
Ross County

To operate a Children's Residential Center, with a capacity of 15 children from 12 to 17 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Youth Development Center  
3330 Jefferson Avenue  
Cincinnati, Ohio 45220  
Hamilton County

To operate a Children's Residential Center, with a capacity of 12 children from 12 to 17 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

New Beginnings  
6124 Dryden Avenue  
Cincinnati, Ohio 45213  
Hamilton County

2. To operate or provide Independent Living arrangements;
3. To act as a representative of ODJFS in recommending Family Foster Homes for certification;
4. To act as a representative of ODJFS in recommending Treatment Foster Homes for certification;
5. To participate in the placement of children in Foster Homes; and
6. To participate in the placement of children for Adoption.

30 East Broad Street  
Columbus, OH 43215  
jfs.ohio.gov

This institution is an equal opportunity provider and employer.



The full certificate to perform the above listed functions extends to the agency's branch office(s) located at:

2314 Iowa Street  
Cincinnati, Ohio 45206  
Hamilton County

Although the review completed by ODJFS showed your agency to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

**Review Noncompliance**

<b>RULE</b>	<b>RULE TITLE</b>
OAC 5101:2-9-03(E)(6)(J)(K)	Staff Development and Evaluation
OAC 5101:2-9-08 (A)(6)	Fire Safety
OAC 5101:5-9-12(A)(1)(2)	Service Plans
OAC 5101:5-9-14 (A)(B)(6)(D)	Medications
OAC 5101:2-9-23(B)	Notification and Documentation of Critical Incidents
OAC 5101:2-5-08(A)(6)	PCPA and PNA Governance and Administration
OAC 5101:2-5-09(C)	Personnel and Prohibited Convictions for Employment
OAC 5101:2-5-17 (B)(2)(3)	Discharge Summary
OAC 5101:2-5-33 (G)	Foster Caregiver Preplacement and Continuing Training
OAC 5101:2-48-12.1(I)(R)	Adoption Homestudy Update
OAC 5101:2-48-12(Y)(E)	Completion of the Adoption Homestudy
OAC 5101:2-48-12.2(A)	Required Notification and Adoption Homestudy Amendments

If you have any questions, please contact Rowena Hayslip, Licensing/Certification Specialist at Dayton Field Office, 6680 Poe Avenue, Suite 350, Dayton, Ohio, 45414 at (937) 264-5740 or e-mail at Rowena.Hayslip@jfs.ohio.gov.

Sincerely,



Carla K. Carpenter  
Deputy Director  
Office of Families and Children

Enclosure

c: Jodi Harding, Chief Operating Officer  
Colleen Tucker, OFC  
Lakeisha Hilton, OFC  
Gina Velotta, OFC  
Rowena Hayslip, OFC  
File

# CARF INTERNATIONAL

*A Three-Year Accreditation is issued to*

## *Lighthouse Youth and Family Services, Inc.*

*for the following program(s)/service(s):*

*Assertive Community Treatment: Mental Health (Children and Adolescents)  
Case Management/Services Coordination: Integrated: AOD/MH (Adults)  
Case Management/Services Coordination: Integrated: AOD/MH (Children and Adolescents)  
Day Treatment: Mental Health (Juvenile Justice)  
Intensive Family-Based Services: Mental Health (Children and Adolescents)  
Intensive Outpatient Treatment: Integrated: AOD/MH (Juvenile Justice)  
Outpatient Treatment: Integrated: AOD/MH (Adults)  
Outpatient Treatment: Integrated: AOD/MH (Children and Adolescents)  
Crisis Intervention (Children and Adolescents)  
Residential Treatment (Juvenile Justice)*

*This accreditation is valid through*

**June 30, 2021**

*The accreditation seals in place below signify that the organization has met annual conformance requirements for quality standards that enhance the lives of persons served.*



*This accreditation certificate is granted by authority of:*

*Richard Forkosh*

Richard Forkosh  
Chair  
CARF International Board of Directors

*Brian J. Boon, Ph.D.*

Brian J. Boon, Ph.D.  
President/CEO  
CARF International

# Resolution

Number 19-1760

Adopted Date December 17, 2019

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH JONES WARNER CONSULTANTS FOR THE FY19 WAYNE MEADOWS INFRASTRUCTURE IMPROVEMENT CDBG PROJECT

WHEREAS, this Board on June 27, 2019 entered into a contract with Jones Warner Consultants for the FY19 Wayne Meadows Infrastructure Improvement CDBG Project; and

WHEREAS, additional engineering and redesign is necessary to complete the job; and

WHEREAS, a Change Order and Purchase Order are necessary to accommodate said job; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 1 to the Contract with Jones Warner Consultants, increasing Purchase Order No. 19001003 by \$3,800.00 and creating a new Contract and Purchase Order price in the amount of \$16,795.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board approve and sign Change Order No. 1 of the Contract with Jones Warner Consultants for the FY19 Wayne Meadows Infrastructure Improvement CDBG Project.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
C/A—WG Stang LLC  
OGA (file)

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

# Resolution

Number 19-1761

Adopted Date December 17, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

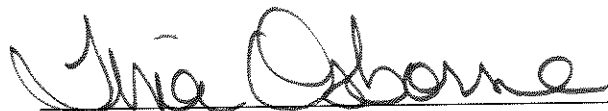
Hondros College of Nursing  
7592 Tyler's Place Boulevard  
West Chester, Ohio 45069

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County  
OhioMeansJobs (file)

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Hondros College of Nursing, 7592 Tyler's Place Boulevard, West Chester, Ohio 45069**, hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

### **Terms of the Agreement:**

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

### **Responsibilities of the Contractor:**

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

**Responsibilities of OMJWC:**

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

### **General Provisions:**

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.



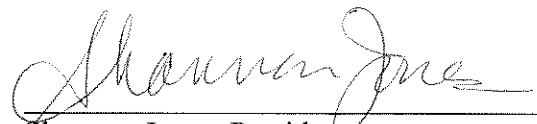
### **Assurances and Certifications:**

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

***Signature Page***

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

**Warren County Board of Commissioners**

  
\_\_\_\_\_  
Shannon Jones, President

12/17/19  
Date

**Contractor**

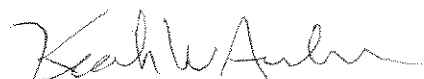
  
\_\_\_\_\_  
Authorized Contractor Signature

12/9/19  
Date

Ted Arnzen  
\_\_\_\_\_  
Typed Name of Authorized Contractor

12/9/2019  
\_\_\_\_\_  
Date

**Approved as to form:**

  
\_\_\_\_\_  
Keith Anderson, Asst. Prosecutor

12/10/19  
Date

# Resolution

Number 19-1762

Adopted Date December 17, 2019

APPROVE AND ENTER INTO CONTRACT WITH PRODIGY BUILDING SOLUTIONS, LLC FOR THE ROOF REPLACEMENT ON THE JUVENILE JUSTICE CENTER, 900 MEMORIAL DRIVE.

WHEREAS, the roof on the Juvenile Justice Center is in disrepair and in need of replacement; and

WHEREAS, roof replacement bids were opened on April 2, 2019 and all bids were rejected for being well-above the opinion of probable cost, causing the Director of Facilities Management to review options to bring the project within budget; and

WHEREAS, the Director of Facilities Management has reviewed and approved the specs & scope of work for the roof replacement project; and

WHEREAS, the Director of Facilities Management recommends entering into contract with Prodigy Building Solutions for the roof replacement project through the TIPS Cooperative Purchasing Contract; and

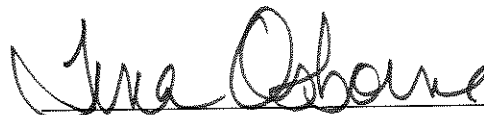
NOW THEREFORE BE IT RESOLVED, to enter into contract with Prodigy Building Solutions for the roof project. Copy of said agreement attached hereto and made a part hereof.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Prodigy Building Solutions, LLC  
Facilities Management (file)  
Project file



*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

**Prepared For:**  
Mr. Trevor Hearn  
Warren County, Ohio  
406 Justice Drive  
Lebanon, OH 45036

**Date:** October 25, 2019, Updated December 10, 2019  
**Job Name:** Warren County JDC 2020 Roof, Structural and HVAC  
**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite  
**Procurement Contract:** TIPS Contract 181101

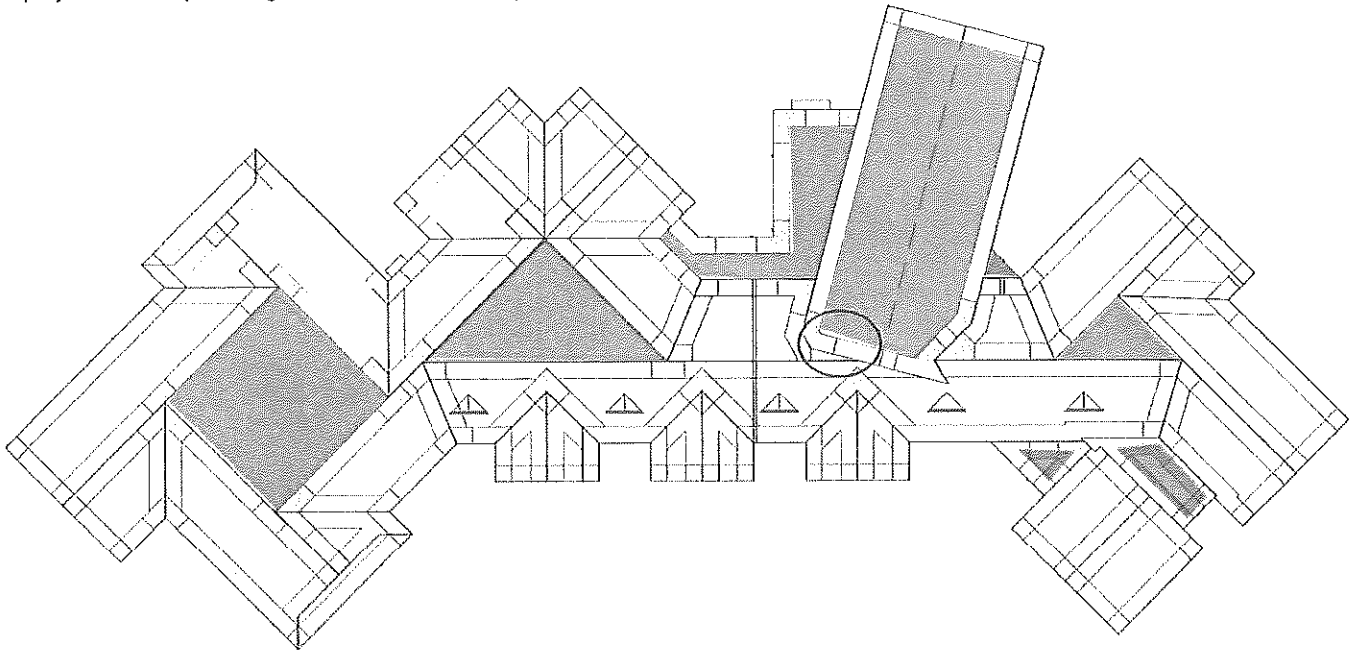
## PROPOSAL SCOPE OF WORK

### Project Address

Warren County, Ohio  
Juvenile Detention Center  
900 Memorial Drive  
Lebanon, OH 45036

### Scope Overview

The project includes providing material and labor to replace the roof, including gutters and downspouts.



As shown above:

- Blue – EPDM will be replaced with fully adhered EPDM
- Purple – Barrel roof will be flute filled and PVC will be installed on top of the existing roof
- Green Circle – A PVC cricket will be fabricated here to correct the water drainage problems
- Remaining roof will be standing seam metal roof



## Scope Details

### High Slope Roofs:

- Tear off standing seam metal and Poly ISO insulation
- Install one row of wood blocking on top of existing blocking at rakes and eaves
- Install Carlisle VaporAir MD over metal deck and inside height of wood nailers
- Install 4 ½ inch Kurt non-vented Nailbase and fasten to top flutes of deck
- Install Carlisle WIP300HT ice and water shield
- Install 24-gauge PAC Clad Snap Lok standing seam metal panels with 18" rib spacing
- Including all new edge metal, trim and coping

### Pits and Low Slope Roofs:

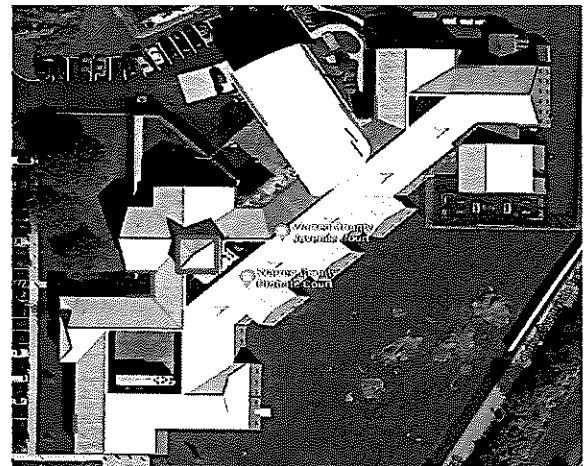
- Download and dispose of existing ballasts
- Remove roof and insulation down to lightweight concrete deck
- Install Carlisle 725 vapor barrier adhered with CavGrip III
- Install half inch Carlisle HD board, adhered with Flexible FAST Adhesive
- Install new Carlisle 115-mil Fleeceback EPDM membrane
- Fully adhere new 60-mil EPDM membrane on pit walls with CavGrip III
- Flash roof penetrations

### Barrel over Gym:

- Install Flute fill insulation with Flexible FAST Adhesive
- Install Carlisle 3/8 inch Securock Coverboard with Flexible Fast Adhesive
- Install Carlisle 115-mil fleeceback PVC with Flexible Fast Adhesive
- Install 2x wood nailers at the eaves, rakes, and snow retention area
- Install 24-gauge pre-finished edging at rakes

### Other:

- Snow retention will be installed in locations indicated in red in the picture to the right
- Remove the tower structure over the HVAC pit and dispose, as indicated in the picture to the right in blue
- Gutters:
  - Remove existing gutters
  - Install new 7-inch gutters
  - Gutters to be 30 feet in length when practicable
  - Gutter accessories, outlets and end caps are included
  - Install interior gutter hangers
- Provide and install new 4-inch by 5-inch downspouts
- Colors to be approved by Trever Hearn



### Access Requirements:

- Minimum 6:30am to 9pm daily available to work – the contractors would like to begin at sunrise
- Staging area to be provided for equipment, material, tools, trailers and a port-a-let
- Subcontractors will be required to repair damage done to the property, including landscaping building or driveway
- Inspections as required for warranty



## Warranty:

- Petersen Aluminum Company (PAC) to provide 20-year system warranty on metal roof, per the PAC terms and conditions
- Carlisle SynTec to provide 20-year system warranty on the PVC roof, per the Carlisle SynTec terms and conditions
- Carlisle SynTec to provide 20-year system warranty on EPDM roofs, per the Carlisle SynTec terms and conditions

## Estimated Schedule:

- Tower to be removed in the fall of 2019
- Roof work to begin approximately March 1, 2020
- Estimated installation period is six months, depending on weather

## Substantial Completion:

- Contractor agrees project will be substantially completed by October 31, 2020 plus one day for the occurrence of each Weather Day after mobilization of roofing crew (mobilization expected spring of 2020) (the "Substantial Completion Date")
- A "Weather Day" shall be defined as:
  - Any day for which the forecast for rain is greater than 35 percent, determined at 2:00pm on the previous day;
  - Any day for which the forecast for temperature is less than 48 degrees Fahrenheit, determined at 2:00pm on the previous day;
  - Any day for which the forecast for wind was greater than 12 miles per hour, determined at 2:00pm on the previous day;
  - and
  - Any day for which the temperature dew point spread is less than 7 degrees Fahrenheit, and the Contractor or Subcontractor notifies Customer, before the end of such day, that the conditions are unsafe to work on the roof
- Contractor acknowledges that time is of the essence for this project. Therefore, Contractor agrees to pay \$300.00 in liquidated damages for each day beyond the Substantial Completion Date, as adjusted by any mutual amendment of the Parties. The calculation for such liquidated damages shall not include the number of days for which a Weather Day occurred.
  - For example, if the Substantial Completion Date is August 1, 2020, but the date of actual substantial completion is August 5<sup>th</sup>, 2020, and three Weather Days occurred, then the liquidated damages owed to Customer would equal \$300.00 (4 days past the Substantial Completion Date – 3 Weather Days = 1 day x \$300.00 liquidated damages/day = \$300.00 total liquidated damages).

## Scope Exclusions and Clarifications

- Plumbing excluded
- R-25 will not be achieved in pits due to HVAC restrictions
- Spray insulation inside the gymnasium excluded
- Vertical walls excluded – for example, the walls below the barrel roof have standing seam metal panels on the wall, this is not included in the scope
- Ribs on the PVC roof are not included
- Metal deck repairs are not included and assumed to be in good condition
- Unforeseen work excluded
- Hazardous material identification, abatement and/or removal are excluded from this scope of work
- Payment and performance bonds are included
- The price does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for 15 days from the proposal date
- This agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

## Material Delivery

Material will be ordered and expected to be delivered before the project begins. Unless otherwise notified, Customer elects to have material delivered to the Subcontractors' to be stored in Subcontractors' warehouses. Subcontractor will agree, in writing, to keep material in good condition, and replace any damaged material at Subcontractors' expense. Customer will be given reasonable access to material, with 48 hours of notice, to inspect or remove the material.



# Prodigy Building Solutions

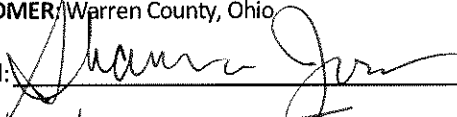
Prodigy Building Solutions, LLC  
9652 Inter Ocean Drive  
West Chester, OH 45246

### Payment Terms

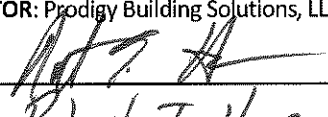
The Project Cost is \$1,768,246.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 30 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material shipment and upon installation completion, submitted monthly.

IN WITNESS WHEREOF, the CUSTOMER and CONTRACTOR have executed these Terms as of the last date written below. This contract is subject to your acceptance of the attached Prodigy Building Solutions, LLC Standard Terms and Conditions.


**CUSTOMER:** Warren County, Ohio

Signed:   
Name: Shannon Jones  
Title: President  
Date: 12/17/19

**CONTRACTOR:** Prodigy Building Solutions, LLC

Signed:   
Name: Robert T. Hawn  
Title: Member  
Date: 12-12-19

### **APPROVED AS TO FORM**

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



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**CERTIFICATE OF AVAILABLE FUNDS  
(ORC Section 5703.41)**

\_\_\_\_\_ (name), the undersigned, \_\_\_\_\_ (title) for Warren County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

---

Signed

Date





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**PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS**

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The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Contractor") is selling equipment or providing services to Warren County, Ohio ("Customer"). Collectively, Contractor and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Contractor to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Contractor, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. Customer shall provide any applicable sales tax exemption certificates to Contractor within 5 business days following request by Contractor. Contractor shall provide any applicable sales tax exemption certificates as a completed and signed Sales and Use Tax Construction Contract Exemption Certificate form provided by the State of Ohio Department of Taxation. Customer shall not be responsible for any applicable commercial activity tax (CAT) as enacted by the 126<sup>th</sup> Ohio General Assembly in House Bill 66, and as amended.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Contractor by its suppliers.
4. Contractor is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Contractor may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Contractor's satisfaction within a period of 10 days after receipt of written notice from Contractor.
6. Contractor shall maintain and carry insurance that includes commercial general liability with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, or as otherwise required by law, including bodily injury, property damage, and products and completed operations liability, which policy will include contractual liability coverage insuring the activities of Contractor under this Agreement. Upon Customer's request, Contractor shall provide Customer with a certificate of insurance from Contractor's insurer evidencing such insurance coverage. The certificate of insurance shall name Customer as an additional insured. Except where prohibited by law, Contractor shall require its insurer to waive all rights of subrogation against the Customer's insurers and the Customer. Contractor shall maintain and carry worker's compensation insurance. Upon Customer's request, Contractor shall provide Customer with Certificate of Ohio Workers' Compensation evidencing such insurance coverage.
7. Contractor agrees to indemnify, defend, and hold harmless Customer and its members, officers, and employees against all damages, liabilities, claims, and expenses, including without limitation attorneys' fees, judgments, penalties, fines, expenses, court costs, and amounts paid in settlement (collectively, "Losses"), provided that (i) the Losses are attributable to bodily injury or the destruction of tangible property, and (ii) the Losses are caused by the gross negligence or willful or wanton misconduct by Contractor's employees, subcontractors, or employees of Contractor's subcontractors performing services under this Agreement. The total amount of Losses for which Contractor may be liable shall not exceed an amount equal to three times the amount paid to Contractor by Customer under this Agreement. Customer shall promptly notify Contractor of any third party claim potentially subject to indemnification under this Section, but in no event later than 30 days after Customer's receipt of notice of the claim. Contractor retains the right to assume the defense of any third-party claim, and no settlement may be entered with a third-party claimant without the prior written consent of both Contractor and Customer.
8. With regard to any equipment, parts, hardware or accessories purchased or licensed by Contractor from third-party manufacturers or licensors, Contractor will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Contractor will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
9. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give Design clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing



and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Contractor; and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.

10. Contractor shall comply and abide by all applicable laws, including such Federal and State laws, rules and regulations relating to non-discrimination and anti-collusion. Contractor shall provide to Customer a signed and notarized non-collusion affidavit following receipt of request for such by Customer.
11. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
12. Contractor hereby notifies Customer of Contractor's intention to subcontract a substantial portion of this project. Contractor agrees to work with Customer during Subcontractor selection process and Customer acknowledges Payment Terms and Project Cost are based on preselected subcontractors. Contractor will invoice Customer progress payments, as defined in Payment Terms, and Contractor agrees to withhold a minimum of 10% of progress payment to Subcontractor until the Customer agrees the work is completed.
13. Termination by Customer for Cause. Customer may terminate this Agreement if Contractor: (1) repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (2) repeatedly fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers; (3) disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or (4) otherwise is guilty of substantial breach of a provision of the Contract Documents, including but not limited to failure to maintain the Construction Schedule or failure to correct defective and/or non-conforming Work. When any of the such reasons exist, Customer may, without prejudice to any other rights or remedies of Customer and after giving Contractor and Contractor's surety, if any, 10 business days' notice, and following the failure of Contractor to commence to remedy the reasons set forth in the notice during the 10-business-day period, terminate employment of Contractor and may, subject to any prior rights of the surety as expressly stated in the applicable surety bond: (1) exclude Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor; (2) accept assignment of any subcontracts; and (3) finish the Work by whatever reasonable method Customer may deem expedient. Upon written request of Contractor, Customer shall furnish to Contractor a detailed accounting of the costs incurred by Customer in finishing the Work. As set forth in this section, Customer's termination of Contractor is without prejudice to any other rights and remedies of Customer, including but not limited to Customer's rights and remedies herein and at law, all of which shall survive termination. The 14-day written notice period provided to Contractor must specifically identify the reasons for which Customer intends to terminate the Agreement. If Contractor substantially corrects the problems that are alleged as the grounds for termination set forth in such notice, Customer's right to terminate for cause will expire. When Customer terminates this Agreement for one of the reasons stated in this Section, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other reasonable damages incurred by Customer and not expressly waived, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Customer. The amount to be paid to Contractor or Customer, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.
14. Suspension by Customer for Convenience. Customer may, without cause, order Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as Customer may determine. The Project Cost and/or Substantial Completion Date shall be adjusted for increases in the cost and time caused by such suspension, delay, or interruption. Adjustment of the Project Cost shall include profit. No adjustment shall be made to the extent: (1) that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which Contractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Agreement
15. Termination by Customer for Convenience. Customer may, at any time, terminate this Agreement for Customer's convenience and without cause. Upon receipt of notice from Customer of such termination for Customer's convenience, Contractor shall: (1) cease operations as directed by Customer in the notice; (2) take actions necessary, or that Customer may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated



in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for Customer's convenience, Customer shall pay Contractor for Work properly executed; and, costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

- 16. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee has been made by the Contractor regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life.**
- 17. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO CONTRACTOR. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 18. These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Contractor. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.**
- 19. The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.**
- 20. Contractor shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.**
- 21. Contractor is an independent contractor and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.**

# Resolution

Number 19-1763

Adopted Date December 17, 2019

DECLARE VARIOUS ITEMS WITHIN COMMUNITY CORRECTIONS, COUNTY COURT, COMMON PLEAS COURT- DOMESTIC RELATIONS, FACILITIES MANAGEMENT, HUMAN SERVICES, JUVENILE DETENTION CENTER, WATER & SEWER - SEWER DEPARTMENT, TELECOMMUNICATIONS, VETERANS SERVICES AND WATER & SEWER- WATER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

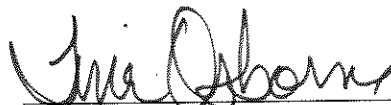
BE IT RESOLVED, to authorize disposal of various items from Community Corrections, County Court, Common Pleas Court- Domestic Relations, Facilities Management, Human Services, Juvenile Detention Center, Water & Sewer- Sewer Department, Telecommunications, Veterans Services and Water & Sewer- Water Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

cc: 2019 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals # CCS19020

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Community Corrections

Date:

Oct 14, 2019

020

### 2011 FORD CROWN VICTORIA



Select Item Type

Vehicle

Vin #

2FABP7BV9BX100288

Title restriction?

Yes  No

Odometer Reading

49126

Yes

Accurate?

No  Unknown

Year

2011

Make

FORD

Model

CROWN VICTORIA

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

BLACK

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

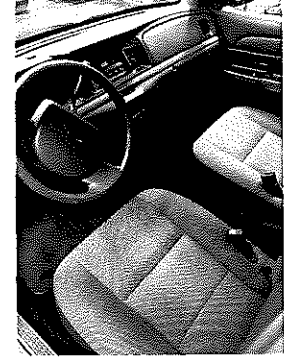
4.6L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, REAR WHEEL DRIVE, GREY INTERIOR, STOCK AM/FM RADIO, AC, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER LOCKS. VEHICLE REMOVED DUE TO AGE AND CONDITION. TIRES ARE SHOWING SIGNS OF DRYROT.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals-7

CCT19110

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

County Court

Date:

Nov 19, 2019

110

### HP Color Laserjet CP2025



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand HP

Model # CP2025

Serial # CNBSD03093

Date Removed From Service 11/6/19

Did Item Work When Removed?

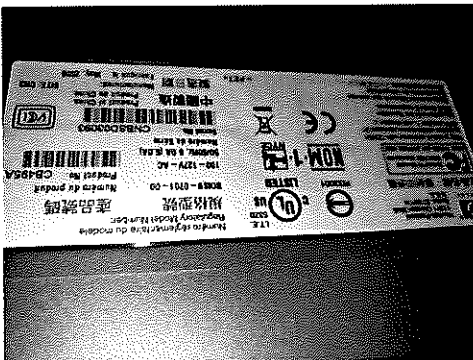
Yes

No

Unknown

Additional Comments

DOESN'T PULL PAPER THROUGH



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: MELISSA MOUBRAY

Title: COURT ADMIN

Phone Number 5136952411

Location of Item: COUNTY COURT EMPLOYEE ENTRANCE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals #

DOM19019

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Nov 18, 2019

019

### TV VCR/DVD and Stand



Select Item Type

Single Item

Category

Audio/Visual Equipment

Brand

Sanyo and Emerson

Model #

Serial #

Date Removed From Service

8/1/19

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

Sanyo TV  
Emerson VCR DVD player  
Stand is sold with TV/VCR/DVD player.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

DOM19020

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Nov 18, 2019

020

### Shredders



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Fellowes	69Cb	N	Shredder
1	Fellowes	58-87C5	N	Shredder

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*





# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

FAC19052

## GovDeals Item Inspection Form

Facilities Management

Date:

Dec 6, 2019

052

### WAITING ROOM FURNITURE



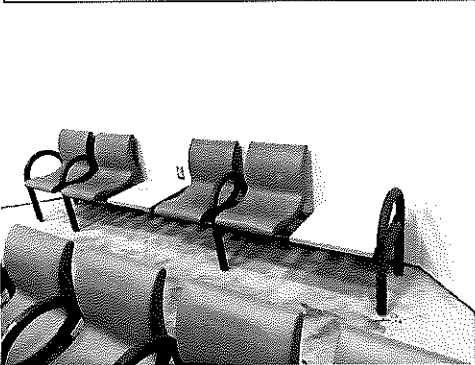
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2				FOUR CLAY RED SEAT SECTION.
2				THREE CLAY RED SEAT SECTION.
2				TWO CLAY RED SEAT SECTION
2				TWO CLAY RED SEAT SECTION WITH ANGLED TABLE BETWEEN
2				COFFEE TABLE
1				FOUR GREEN SEAT SECTION WITH TWO TABLES
1				CORNER TABLE THAT ATTACHES TO TWO SEAT SECTIONS
1				ONE GREEN SEAT SECTION WITH SIDE TABLE
1				ONE CLAY RED SEAT

Additional Comments

THE WAITING ROOM FURNITURE WAS IN GOOD CONDITION PRIOR OF REMOVAL FROM SERVICE. THE SEATING COMES IN SECTIONS MAJORITY OF THE SEATS COLOR IS SIMILAR TO CLAY RED EXCEPT ONE SECTION HAS GREEN SEATS. TABLE TOPS ARE SIMILAR TO WHITE OAK LAMINATE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 Justice Drive, Lebanon, OH 45036 ( UNDER LEAN-TO)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

FAC19053

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

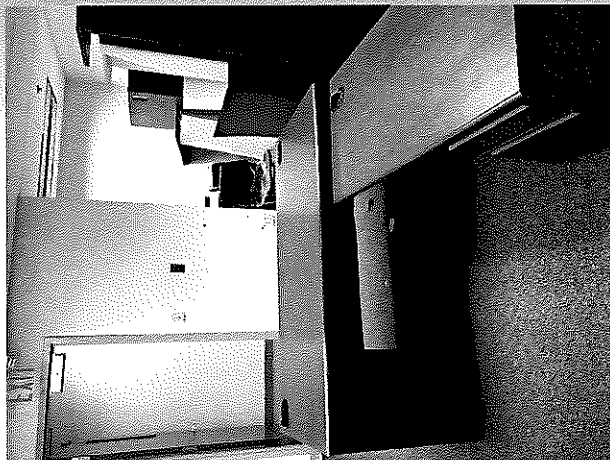
Facilities Management

Date:

Dec 6, 2019

053

### L-SHAPE OFFICE DESK



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

10/7/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

4 QTY: L-SHAPE OFFICE DESK. WOOD LIKE LAMINAT DESK TOP. ONE SECTION OF THE DESK IS LOWER THAN THE OTHE. THERE ARE TWO BOX, FILE PEDESTALS MOUNTED UNDER THE DESK TOP.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, Lebanon, Ohio 45036 (BASEMENT storage)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals # FAC19054

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date: Dec 6, 2019

054

### PORTABLE PERSONAL TABLE



Select Item Type: Single Item

Category: Furniture/Furnishings

Brand: COALESSE

Model #: FREESTAND

Serial #:

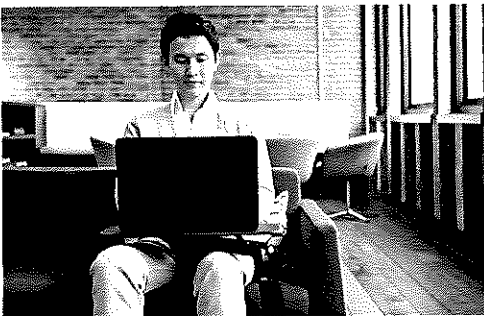
Date Removed From Service: 12/9/19

Did Item Work When Removed?

Yes  No  Unknown

#### Additional Comments

THE FREE STAND GIVE PEOPLE THE VALUE TO CHOOSE WHERE THEY WORK. IN A LOUNGE CHAIR, CAFE, OFFICE ENCLAVE OR LIVING ROOM. OR ANYWHERE THEY NEED SUPPORT FOR THEMSELVES AND MOBILE DEVICES IN RELAXED POSTURES. THE STAND CAN FOLD DOWN TO BE STORED UNDER A SITTING AREA OR EASY CARRIED TO THE NEXT LOCATION. INCLUDED A SHOULDER STRAP FOR EASY MOVEABILITY. THE DIMENSIONS: WORK SURFACE- 19-1/4" WIDTH x 11" DEPTH, HEIGHT ADJUSTABLE- 20" TO 27". MAX LOAD ON WORK SURFACE IS 35 lbs. MATERIALS: WORK SURFACE FINISH IS BLACK SOFT-TOUCH. FRAME FINISHED IN BLACK POWDER



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 4030 JUSTICE DRIVE, Lebanon, Ohio 45036 (SAM OFFICE)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

FAC19055

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

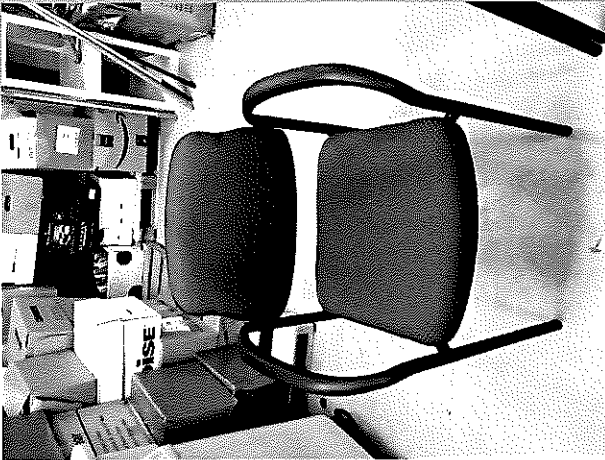
Facilities Management

Date:

Dec 6, 2019

055

### MOVEABLE COMPUTER TABLES & CHAIRS.



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

10/7/19

Did Item Work When Removed?

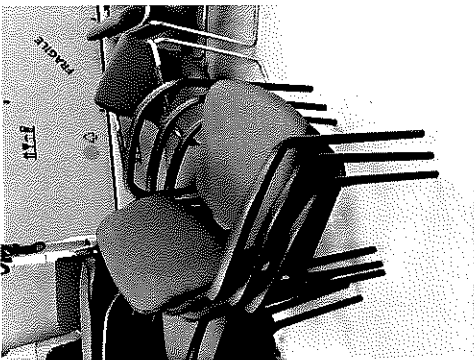
Yes

No

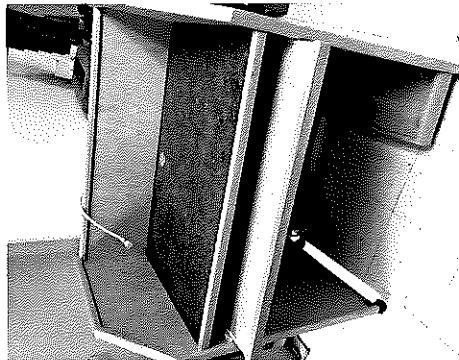
Unknown

Additional Comments

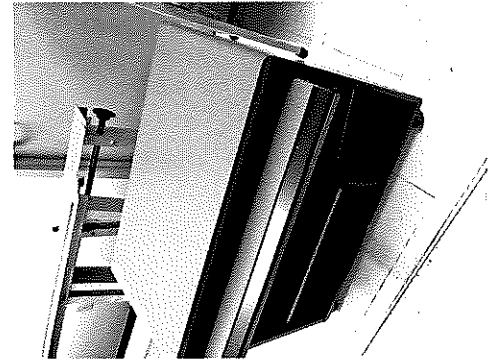
1 MOVE ABLE COMPUTER DESK- HAS A KEYBOARD PULL OUT AND CASTER.  
1 MOVE ABLE COMPUTER DESK- HAS KEYBOARD PULL OUT, SHELVES AND CASTER.  
15 CHAIRS WITH BLUE CLOTH PADDED BACK REST AND SEAT, WITH BLACK PLASTIC ARM REST. CHAIRS ARE STACKABLE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, Lebanon, Ohio 45036 (BASEMENT storage)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals HUM19001  
Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Human Services

Date:

Dec 9, 2019

001

### 2007 CHEVROLET UPLANDER LS



Select Item Type

Vehicle

Vin #

1GNDV23W98D116503

Title restriction?

Yes  No

Odometer Reading

75016

Yes  No  Unknown

Year

2007

Make

CHEVROLET

Model

UPLANDER

Does it Start?

Yes  No  With Boost

Does It run?

Yes  No

Color

BURGANDY

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust  Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

2007 CHEVROLET UPLANDER LS. 3.9L V6 GASOLINE ENGINE , AUTOMATIC TRANSMISSION. STOCK RADIO. POWER WINDOWS AND LOCKS. VEHICLE WAS INVOLVED IN AN ACCIDENT AND WAS CONSIDERED A TOTAL LOSS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

JUV19017

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

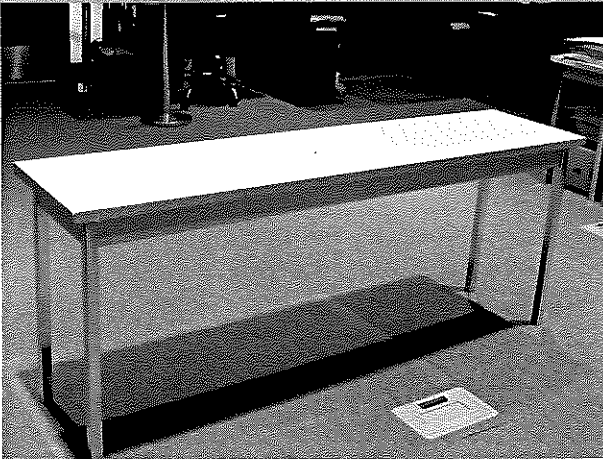
Juvenile

Date:

Dec 2, 2019

017

### (6) Narrow Tables



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

12/2/19

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

(6) Tables: 71-1/2" X 15-1/2" X 28-1/2" - Tables were used in a classroom setting for several years and used in an office setting for the last year. As picture shows, most tables are missing the side laminate and there are chips on top (mostly at edges). The leg caps are adjustable for leveling the tables. Still very usable.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

SEW19011

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

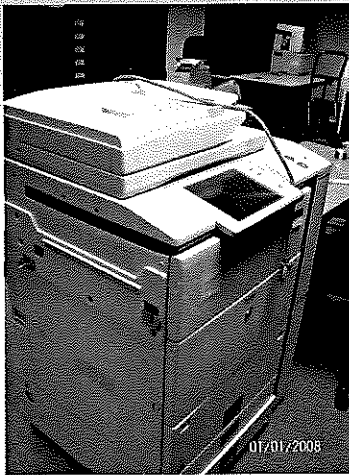
Water & Sewer - Sewer

Date:

Dec 10, 2019

011

### SHARP COPIER/TONER



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand SHARP

Model # MX-6200N

Serial #

Date Removed From Service 11/22/19

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

This was working at the time of removal, the copier is an older model and they do not make parts for this and it was throwing some codes, I don't remember the codes it was throwing.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Financial Asst

Phone Number 513 695 2307

Location of Item: 406 Justice Dr, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals ID: SEW19012

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Sewer

Date:

Dec 10, 2019

012

### HP LASER JET 5



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP

Model #

LASER JET 5

Serial #

Date Removed From Service

10/31/19

Did Item Work When Removed?

Yes

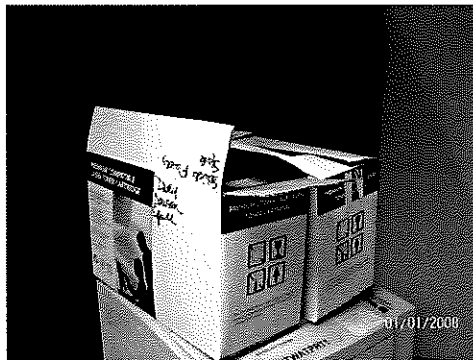
No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Financial Asst

Phone Number 513 695 2307

Location of Item: 406 Justice Dr, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

SEW19013

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Sewer

Date:

Dec 10, 2019

013

### TOWERS,KEYBOARDS,MONITOR



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 11/1/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

ALL TOWERS HAS HAD HARD DRIVE REMOVED, MONITOR DOES NOT WORK.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Financial Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

TEL19036

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Telecommunications

Date:

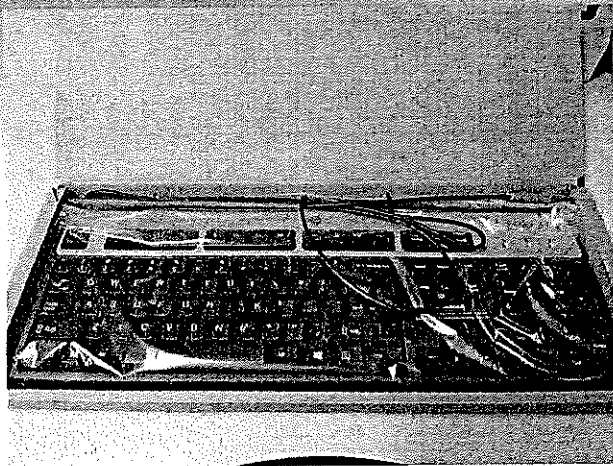
Sep 19, 2019

036

### HP Keyboards, VGA cable's & PS2 Mice

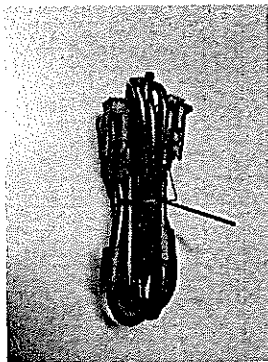
Select Item Type

Lot of Multiple Items

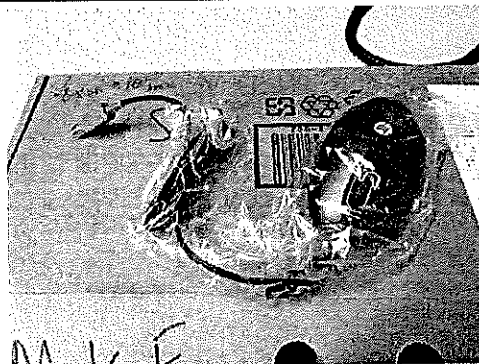


Qty.	Brand	Model	Working Condition Y/N	Description
7	HP	PS2 Keyboard	UNK	7 Old new Stock, All PS2
26		VGA cables	UNK	
12	HP	PS2 Mice	UNK	9 Old New Stock, All PS2

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.



# Warren County Facilities Management

GovDeals #

TEL19038

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Telecommunications

Date:

Nov 21, 2019

038

### ViewSonic and Compaq Monitors

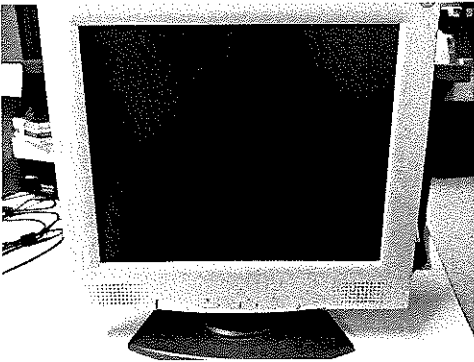


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	ViewSonic	VE175b	UNK	A2L041050294
1	Compaq	TFT7020	UNK	209CK64GA448

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals # VET19002

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Veterans

Date:

Nov 6, 2019

002

### 2009 DODGE GRAND CARAVAN



Select Item Type

Vehicle

Vin #

2D8HN54119R629016

Title restriction?

Yes  No

Odometer Reading

140916

Yes

Accurate?

No  Unknown

Year

2009

Make

DODGE

Model

GRAND CARAVAN

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

RED

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

2009 DODGE GRAND CARAVAN. 3.8L V6 GASOLINE ENGINE. AUTOMATIC TRANSMISSION. A/C, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS. VEHICLE IS BEING REMOVED FROM SERVICE DUE TO AGE, MILEAGE, AND OVERALL CONDITION.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

WAT19016

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Water

Date:

Dec 10, 2019

016

### 2007 FORD EXPEDITION



Select Item Type

Vehicle

Vin #

1FMFU16567LA72154

Title restriction?

Yes  No

Odometer Reading

79508

Yes

Accurate?

No  Unknown

Year

2007

Make

FORD

Model

EXPEDITION

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

WHITE

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Severe dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

2007 FORD EXPEDITION. 5.4LITER V8. AUTOMATIC TRANSMISSION 4WD. AM/FM CD, AC, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. VEHICLE WAS REMOVED FROM SERVICE DUE TO SEVERE RUST ON BODY AND FRAME.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Financial Asst.

Phone Number 513 695 2307

Location of Item: 1433 WEST MAIN STREET, LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1764

Adopted Date December 17, 2019

APPROVE AND AUTHORIZE THE OHIO 911 LOCAL SUB-GRANT APPLICATION TO THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES ON BEHALF OF WARREN COUNTY TELECOM

WHEREAS, Warren County Telecom desires to apply to Ohio Department of Administrative Services for the Ohio 911 Local Sub-Grant for the purchase of new audio recorders for Dispatch, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the application for said grant; copy attached hereto and made a part hereof; and

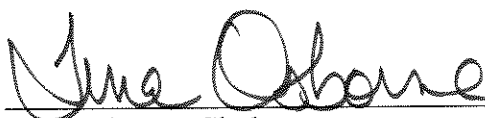
BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Administrative Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—ODOT  
Transit (file)  
ODOT

**Ohio**

Department  
of Commerce



**Ohio**

Department of  
Administrative Services



**Federal 9-1-1 Grant**

**Ohio 9-1-1 Local Sub-Grant Application**

**Submission Deadline - 5:00 pm December 31, 2019**



### **Federal 9-1-1 Grant - Ohio 9-1-1 Local Sub-Grant Application**

The State of Ohio has been allotted \$4,302,976.00 in federal grant funds from the 9-1-1 Federal Grant Program funded by the U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA), and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA). This funding will be used to award sub-grants to local agencies for the purpose of reimbursing up to 60% of the cost of eligible projects related to the implementation of NG9-1-1 services.

The Department of Administrative Services (DAS), Ohio 9-1-1 Program Office (the Ohio 9-1-1 Program Office) has partnered with the Ohio Department of Commerce (ODC), Division of State Fire Marshal (SFM) to administer this grant.

In order to apply for a sub-grant, a local agency must complete this application in its entirety and submit it by 5:00 pm on December 31, 2019. NO LATE SUBMISSIONS WILL BE ACCEPTED. However, if funds are left over, a round-two of the grant application process will be initiated. Representatives from the Ohio 9-1-1 Program Office and the ODC-SFM will work with the Grant Review Committee to review all applications. The Grant Review Committee will follow the Federal and state grant requirements and criteria and develop a list of approved applications, not to exceed the reimbursable grant funds available. The Grant Review Committee is made up of the following representatives:

- One Ohio MARCS Representative
- One Ohio Geographically Referenced Information Program Representative
- Ohio Department of Commerce, Division of State Fire Marshal
- One Ohio Sheriff's Office / County 9-1-1 Coordinator Representative
- One Ohio County Commissioners Representative
- One Ohio Municipal PSAP Manager (PSAP Operations Sub-Committee Chair & NENA/APCO Member)

## **Federal 9-1-1 Grant – Ohio Sub-Grant Overview**

### **I. Purpose**

The Ohio 9-1-1 Program Office and the Ohio Department of Commerce, Division of State Fire Marshal have partnered to facilitate the application for the Federal 9-1-1 Grant for the purpose of providing local sub-grants to local public safety answering points (PSAPs). The purpose of this reimbursable grant is to provide partial funding for projects that transition PSAPs to Next Generation 9-1-1 (NG9-1-1).

### **II. Project/Award Period**

The period of performance for each sub-grant begins on the date of the approval of its application and ends on November 30, 2021. This deadline has been established to allow for closeout reporting required by the 9-1-1 Grant Program before funding for the program ends.

### **III. Award Amount**

Ohio's funding for this project is \$4,302,976, of which up to 10% may be used by the State for the administration of the grant. Applications for local sub-grants may be submitted in any amount, but the maximum local sub-grant will be \$250,000 per county.

### **IV. Cost Sharing/Matching**

By statute the Federal share of the cost of any activity carried out under the grant program may not exceed 60% of eligible costs. For this program, sub-grant recipients must provide at least 40% of the total eligible project costs in cash match. Funds from other Federal sources or in-kind services may not be used as matching funds.

### **V. Reimbursement Only Basis of Sub-grants**

Sub-grants will be payable on a reimbursement basis only. Local agencies will need to demonstrate through their application that they have the funds needed to cover the costs of their project. Once the local agency has submitted paid invoices demonstrating that the project is complete, a request for funding in the amount of the approved sub-grant, not to exceed 60% of the eligible cost of the project will be submitted. As those reimbursements are received, they will be paid back to the local sub-grantee. Final approval of requested reimbursements will be made by the Federal 9-1-1 Grant Administration.

Information on how to submit requests for payment will be included with the letter awarding the local sub-grants.

### **VI. Eligibility**

All local PSAPs are eligible to submit a sub-grant application for projects needed to transition to NG9-1-1 services. Each County 9-1-1 Coordinator will receive the sub-grant application and will ensure all PSAPs within the county 9-1-1 system receive an application. Responses must be coordinated as part of the county 9-1-1 plan and all applications require review and approval by the county 9-1-1 coordinator.

## **VII. Grant Requirements**

9-1-1 Grant Program funds must be used for implementation of NG9-1-1 services.

### **The following ARE eligible uses for 9-1-1 Grant Program funds:**

- 1 – Hardware to provide NG9-1-1 services
- 2 – Software to provide NG9-1-1 services
- 3 – Hosted NG9-1-1 services
- 4 – Contractual costs associated with carrying out programmatic activities, including consultant fees
- 5 – Training directly related to NG9-1-1 implementation for public safety personnel
- 6 – Operation of the NG9-1-1 system while still operating the legacy 9-1-1 system

### **The following MAY NOT be used for 9-1-1 Grant Program funds:**

- 1 – Cost to operate legacy E9-1-1 or 9-1-1 systems
- 2 – Costs to operate the NG9-1-1 system after it is fully operational
- 3 – Activities related to construction or renovation
- 4 – Independent verification and validation (IV & V) testing for product, service, and system purchases
- 5 – Costs that are unallowable under the Cost Principles of the Uniform Administrative Requirements, and Audit Requirements for Federal Awards
- 6 – Administrative costs may not be included at the local level

Should you have any questions, please contact the Ohio 9-1-1 Program Office at [Ohio9-1-1@das.ohio.gov](mailto:Ohio9-1-1@das.ohio.gov).

## **VIII. Special Conditions**

The Applicant must be a public safety answering point participating in the county 9-1-1 plan.

The Applicant must be compliant with all PSAP Operations Rules as of latest Support and Compliance review conducted by the Ohio 9-1-1 Program Office.

Applicants from counties that have participated in the Federal Communications Commission, National 9-1-1 Program Office and Ohio 9-1-1 Program Office surveys will be given priority over counties that did not participate in the 2019 survey.

Projects can be submitted for any amount, however the reimbursable portion (up to 60% of eligible costs) must not exceed \$250,000.00 per county.

Applications must specifically describe how the project meets the following requirements:

- How the project achieves NG9-1-1 services
- Identify all local funding sources totaling 100% of project costs
- Identify the local funding sources that will be dedicated to funding the at least 40% portion of the project that must be funded locally
- Identify the local funding sources that will be dedicated to the project but reimbursed with the up to 60% Federal match of grant funds
- Detailed timeline of project through completion
- Application must be completed in its entirety to be considered

Counties, PSAPs, agencies and other eligible parties will not sign any contracts or make any purchases for projects submitted until an approval and notice to proceed is received from the Ohio 9-1-1 Program Office/ODC-SFM.

Sub-grant awardees will be required to submit periodic reports, which will be outlined in the award letter.

#### **IX. Application Submission**

Return completed applications to:

Ohio9-1-1@das.ohio.gov

FAX – (614) 728-5297

Ohio 9-1-1 Program Office  
Attention: 9-1-1 Grant Program  
Riffe Center – 19th Floor  
77 South High Street  
Columbus, Ohio 43215

Questions can be addressed by contacting the Ohio 9-1-1 Program office at [Ohio9-1-1@das.ohio.gov](mailto:Ohio9-1-1@das.ohio.gov).

**APPLICATION**

**Federal 9-1-1 Grant Program – Ohio Reimbursable Sub-grant**

**Section 1: APPLICANT INFORMATION**

County - Warren

Agency - Warren County Telecom

Address - 500 Justice Drive Lebanon, OH 45036

Title of Project - Audio Recording Digital Upgrade

Person Filling Out Application - Paul Kindell

Phone # - 513-695-1318 E-mail - paul.kindell@wcoh.net

Agency CEO Approving Application - Shannon Jones

Phone # - 513-695-1250 E-mail - shannon.jones@co.warren.oh.us

Agency Fiscal Agent (Auditor, etc.) - Matt Nolen

Phone # - 513-695-1235 E-mail - mnolen@wcauditor.org

Primary Point of Contact - Paul Kindell

Phone # - 513-695-1318 E-mail - paul.kindell@wcoh.net

County 9-1-1 Coordinator - Don Sebastianelli

Phone # - 513-695-2801 E-mail - Don.Sebastianelli@wcoh.net

## **Section 2: PROJECT DESCRIPTION**

- A. Provide a detailed description of the project** (including anticipated project activities and timeline, key milestones, primary activities needed to accomplish milestones, and possible delays or challenges) *(attach additional typed pages if necessary)*

In Q1 2020, Warren County will begin a technology refresh of its audio recording equipment. In 2019, Warren County performed a design session with our vendor and obtained budgetary pricing for a new logging solution to record our Next Gen-ready 9-1-1 system, administrative lines, and 800MHz P25 trunked radio system. The system also provides instant recall audio for the Dispatchers and screen recording for Dispatcher review and evaluations.

Our current system records the analog audio output from 9-1-1 and the Administrative lines. Radio is recorded by an interface to redundant Motorola AIS Servers.

The current system goes end-of-support for Windows 2008 R2 Server on January 14th, 2020.

### Benefits

1. Our new design will record audio directly via the SIP digital audio stream; greatly improving call recording reliability and quality.
2. Our new design will move our redundant recorder out of the Telecom Data Center at 500 Justice Drive and move it to our Disaster Recovery Site (DR) at the Lytle Radio Tower Site. Through an appliance located at the Emergency Communications Center, redundant recordings will be sent to the disaster recovery site recorder servers. This site on the northern border of Warren County operates on the DP&L power grid while the Dispatch Center is on the City of Lebanon Power System. The site is also geographically separated to help insure localized emergencies and disasters are less likely to affect both.

The Disaster Recover Site is a work in progress. When we upgrade the technology of a system (in this case the recorder), we build it to include the DR from the ground up rather than try to adapt an existing system to the site. Since our DR site is being fitted with our new CAD/RMS/MDC/JAIL solution from Central Square, it is only natural that we equip it with a backup recording solution. Audio will be recorded at 500 Justice and the DR site with no single point of failure in the audio paths.

We plan to stand up the new solution and overlay it with the old with no interruption in operations. From start to finish we believe it will take 6 months to close out the entire project.

Our primary challenge will be getting the recording vendor to work with the 9-1-1 equipment vendor to integrate the systems.

**B. Please mark the eligible categories (one or more) the project matches:**



**HW Hardware:** Funds will be used to purchase hardware used for NG9-1-1 systems.



**SW Software:** Funds will be used to purchase software used for NG9-1-1 systems.



**TR Training:** Funds will be used for training directly related to NG9-1-1 services for public safety personnel including call-takers, first responders and other individuals and organizations that are part of the emergency response chain and 9-1-1 services.



**OP Operations:** Funds used to cover the cost of operating the NG9-1-1 system until such time as the current legacy system is shut down.



**CS Consulting Services:** Funds to be expended for contracted consulting services used to design, procure and implement NG9-1-1 systems or services.



**HT Hosted NG9-1-1 Services:** Funds used to contract with vendors that own the hardware and software and provide NG9-1-1 enabling functions as a service.

**C. Explain how project is for NG9-1-1 Services:**

*(attach additional typed pages if necessary)*

This project will directly interface to the NG9-1-1 System and record all calls and radio traffic.

**D. Timeline for the beginning and end of the locally funded project for which you will be seeking reimbursable grant funds: *(attach additional typed pages if necessary)***

Already having a preliminary design, we will be ready to start contract negotiations with the vendor as soon as we receive a green light on the grant. Once the contract framework is in place, we only need Commissioner approval on the contract and PO to begin the project.



**E. Which best describes your project span:**

- Agency
- Multi-Agency
- Countywide
- Multi-County

**Explain**

The Warren County Emergency Communications Center (ECC) is a countywide Communications Center dispatching all communities in Warren County with the exception of Franklin, and Lebanon. The recorder project will record 9-1-1 and administrative calls for the WCECC plus all primary dispatch radio traffic for all PSAPs in the County.

**Section 3: FUNDING**

A. The table below must be filled out to identify the local funding sources that will be dedicated to this project, both reimbursable and non-reimbursable portions:

Example:

<u>Local Funding Source</u>	<u>Non-Reimbursable Funds</u>	<u>Reimbursable Funds</u>
General Fund	\$25,000.00	\$35,000.00
9-1-1 Levy Fund	\$15,000.00	
Wireless 9-1-1 Government Assistance Fund Disbursement		\$25,000.00
	<u>Total</u> (Must be at least 40% of total project cost)  <b><u>\$40,000.00</u></b>	<u>Total</u> (Must be no more than 60% of project cost)  <b><u>\$60,000.00</u></b>

**Total Project Cost - \$100,000.00**

The table must be filled out completely to capture all costs for the project. See table next page.



**Section 4:****A. Miscellaneous Information**

<b>Population served by PSAP (Identify source)</b>	census.gov 2018 Warren County all=232,173, Franklin=11,686, Lebanon=20,727
<b>Geographic Area (square miles) served by PSAP</b>	County 407 sq miles all, Franklin 9.34 sq miles, Lebanon 12.97 sq miles
<b>Type of area served by PSAP (Metropolitan, Suburb, Rural)</b>	All
<b>Annual number of 9-1-1 calls received: Total / wireless</b>	County 56,622 / 43,453 Franklin 8,404 / 7,399 Lebanon 6,801 / 5,242
<b>Annual operating budget for 9-1-1 operations</b>	\$3,766,160.00
<b>Breakdown (by percentage) of funding sources for 9-1-1 operations (General Fund, Wireless 9-1-1 Government Assistance Fund, Levy, etc.)</b>	General Fund 94.52% Wireless 5.48%
<b>Other grants received within last three years</b>  <b>Identify if related to 9-1-1, public safety or other</b>	
<b>Number of PSAPS (Wireless and wireline only/secondary) in county</b>	3
<b>Annual Wireless 9-1-1 Government Assistance Fund Disbursement</b>	<b>\$217,636.04</b>
<b>Did your county participate in the FCC / National 9-1-1 Office Survey for 2018 data?</b>	Yes

**B. Describe the Cost / Benefit of the project for the community: *(attach additional typed pages if necessary)***

9-1-1 recordings provide vital information for instant recall, training, court preparation, and trial. Our current system has difficulty with caller and dispatcher audio levels which has jeopardized its usefulness... especially as evidence at trial. Replacement will greatly enhance the quality of the recordings.

**C. Describe the financial assistance need for your community:***(attach additional typed pages if necessary)*

Warren County is a fiscally conservative County. We make every project dollar count and always strive to get the best return on our investment.

Receiving this grant funding would allow me to request more dollars from the Commissioners for system-wide improvements.

Acquiring the technology with this grant will provide returns on the time and product investment versus each community doing it themselves. This also allows us to assure business continuity for each community, something they may not achieve for themselves.

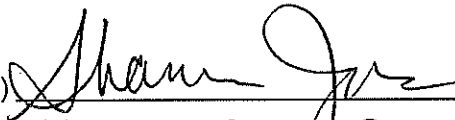
**Statement of Responsibility**

(To be signed by the CEO of agency submitting grant application):

I, SHANNON JONES hereby certify that:

- I certify that my agency has not diverted and will not divert any portion of designated 9-1-1 funds collected for the purposes of 9-1-1, for any purpose other than the purposes the funds were collected for one year prior to the date of this application and continuing through the time period the grant funds are available. If any designated 9-1-1- funds have been or are diverted to other purposes during this time period, I understand that my agency will be required to return all grant funds received under this sub-grant.
- I certify that my agency and its agents will comply with all applicable federal, state and local laws, regulations, financial and programmatic requirements of federal grants. If my agency fails to comply, my agency will return all grant funds received.
- I certify that my agency will comply with all requests for information needed to fulfill the requirements of the grant program, and if my agency fails to comply, my agency will return all grant funds received.
- I certify that my agency will make available for review, at any time, any systems, hardware, or software purchased with reimbursable grant funds and any records concerning those purchases. If my agency fails to comply, my agency will return all grant funds received.
- I understand that my agency will be required to complete a sub-grant agreement to receive funds under this program.

Signed (Agency CEO)



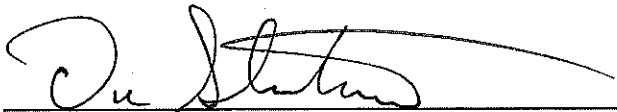
Printed Name and Title

Shannon Jones, County Commissioner

Date

12/10/19

County 9-1-1 Coordinator Approval



Printed Name

Don Sebastianelli

Date

12/10/19

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

# Resolution

Number 19-1765

Adopted Date December 17, 2019

APPROVE AND AUTHORIZE WARREN COUNTY GRANTS DIRECTOR TO ELECTRONICALLY SIGN THE OHIO TRANSIT PARTNERSHIP PROGRAM 2020 GRANT CONTRACT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Warren County has been awarded Grant Number OTPP-0123-GRF-201 FROM Ohio Department of Transportation under the Ohio Public Transportation Grant Program; and

BE IT RESOLVED, to approve and authorize the Grants Director to electronically sign the Ohio Transit Partnership Program 2020 Grant # OTPP-0123-GRF-201 with the Ohio Department of Transportation under the Ohio Public Transportation Grant Program, as attached and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Transportation, the Warren County Board of Commissioners has no further obligation to fund this project.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: C/A—ODOT  
Transit (file)  
ODOT





OHIO DEPARTMENT OF TRANSPORTATION  
Mike DeWine, *Governor* Jack Marchbanks, Ph.D., *Director*

1980 W. Broad Street, Columbus, OH 43223  
614-466-7170  
transportation.ohio.gov

December 5, 2019

Tom Grossman, President  
Warren County Commissioners  
406 Justice Drive  
Lebanon, OH 45036

Dear Mr. Grossman:

The Ohio Department of Transportation (ODOT) is pleased to inform you that \$19,200 has been awarded to the Warren County Commissioners. These funds originate from the Ohio Transit Partnership Program (OTP2) using state general revenue funds and will assist in financing your project(s).

The Office of Transit is utilizing electronic signature capability to implement contracts. Please look in your inbox for an email from Right Signature to sign your SFY2020 OTP2 contract electronically.

If you have any questions or require additional information, please contact Juana Hostin at 614-644-0304 or [juana.hostin@dot.ohio.gov](mailto:juana.hostin@dot.ohio.gov).

Respectfully,

Charles Dyer, Administrator  
Office of Transit



# OHIO DEPARTMENT OF TRANSPORTATION

## Ohio Transit Partnership Program 2020 Grant Program Year Grant Agreement

Awarding Agency:

State of Ohio

Department of Transportation

Recipient:

Warren County Commissioners

ODOT FAN Number:

OTPP-0123-GRF-201

ODOT PID: 104483

## Contract Data Sheet

<b>Data Field #</b>	<b>Data Field Name</b>	<b>Data Information</b>
1	ODOT - BlackCat Contract Number	N/A
2	Recipient Name	Warren County Commissioners
3	Recipient's Unique Entity Identifier (DUNS #)	083375402
4	Recipient OAKS Vendor #	0000052991
5	Recipient OAKS ADDR CD #	004
6	Recipient Street Address 1	406 Justice Drive
7	Recipient Street Address 2	
8	Recipient City, State, and ZIP Code	Lebanon, OH 45036
9	Recipient County	Warren
10	ORC Section #	5501.07
11	ODOT Date of award to the Recipient	07/18/2019
12	State Award Period of Performance Start Date	7/18/2019
13	State Award Period of Performance End Date	5/31/2020
14	Total Amount of the State Award committed to the Recipient	\$19,200
15	State Award Project Description	Vehicle Replacement (1) LTV
16	Name of State Awarding Agency	Ohio Department of Transportation
17	Contact Information for State	Juana Hostin, 614-644-0304
18	ODOT Grant Program Name	SFY2020 Ohio Transit Partnership Program
19	ODOT Grant Program Year	SFY2020
20	Identification of whether the award is R&D	N/A
21	ODOT PID #	104483
22	Authorizing Official	Tom Grossman
23	Authorizing Official's Email Address	tom.grossmann@co.warren.oh.us
24	Receive a Copy of the Contract	Susanne Mason
25	Copied Person's Email Address	Susanne.Mason@co.warren.oh.us

## Project Data Sheet

### Project 1

<b>ODOT FAN Code</b>	<b>ODOT FAN Project Description</b>	<b>FTA ALI Code</b>	<b>State Share \$</b>	<b>State Share %</b>
OTPP-0123-GRF-201	Vehicle Replacement (1) LTV	11.12.04	\$19,200	100%
<b>Total Project Cost</b>	<b>Federal Share \$</b>	<b>Federal Share %</b>	<b>Local Share \$</b>	<b>Local Share %</b>
\$19,200	N/A	N/A	N/A	N/A

<b>Internal Use Only</b>			
<b>Federal Share SAC</b>	<b>State Share SAC</b>	<b>Local Share SAC</b>	<b>State Job Number</b>
N/A	4TG7	N/A	757020

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSIT  
1980 W. BROAD ST., COLUMBUS, OH 43223  
Mail Stop 3110  
OHIO REVISED CODE SECTION 5501.07 OPERATING/CAPITAL GRANT

In consideration of the mutual covenants, promises, representations and warranties set forth herein, the State of Ohio, Department of Transportation and the Warren County Commissioners agree as follows:

ARTICLE 1

DEFINITIONS

ADA: Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under the Ohio Revised Code Section 5501.07 - Urban Transit Program containing all necessary information and meeting all requirements set forth in the Program and submitted to ODOT.

Audit Finding: the deficiencies which the auditor is required by 2 C.F.R. 200.516 paragraph (a) to report in the schedule of findings and questioned costs.

Auditee: any non-Federal entity that expends Federal awards which must be audited under 2 C.F.R. 200 Subpart F

Auditor: an auditor who is a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards.

CFDA: the Catalog of Federal Domestic Assistance.

C.F.R.: the Code of Federal Regulations.

Capital Assets: the tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with generally accepted accounting principles.

Capital Expenditures: the expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations,

renovations, or alterations to capital assets that materially increase their value or useful life.

Contract: a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

Contractor: an entity that receives a contract; including any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

Corrective Action: any action taken by the auditee that: corrects identified deficiencies; produces recommended improvements; or demonstrates that audit findings are either invalid or do not warrant auditee action.

Cost Allocation Plan: the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. See Appendices IV, V, or VII in 2 C.F.R. 200 for guidance.

Cost Sharing or Matching: the portion of project costs not paid by Federal funds (i.e.: local match)

Criteria: the Ohio Transit Partnership Program Criteria, Application Instructions and Application for FY2020 and FY2021.

DBE: a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DUNS: the Data Universal Numbering System

Eligible Applicant: an Ohio private Nonprofit Organization registered with Ohio's Secretary of State as defined in Chapter 1702 of the Ohio Revised Code; a current participant in Ohio's Coordination Program; or a public body which certifies that there are no private nonprofit corporations in the area able to provide the service; an agency which provides public transportation as defined in the Ohio Revised Code Section 5501.01

Eligible Assistance: expenditure categories that may be reimbursed through the Program including Capital and Operating Expenses.

Federal Award: the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity (Program funds awarded to the Recipient).

Federal Awarding Agency: the Federal agency that provides a Federal award directly to a

non-Federal entity.

Federal Award Date: the date when the Federal award is signed by the authorized official of the Federal awarding agency.

Federal Interest: the dollar amount that is the product of the: Federal share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

Federal Share: the portion of the total project costs that are paid by Federal funds.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with 2 C.F.R. Part 200 Subpart F as applicable.

FTA: the Federal Transit Administration of US DOT.

Grant Agreement: a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity including this Agreement. ("Agreement")

Indirect Costs: those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Indirect Cost Rate Proposal: the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

Invoice: a request made by the Recipient for reimbursement of Project expenses.

Milestone Date: Goal date(s) which are set by the Recipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

Non-Federal Entity: a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Recipient.

Nonprofit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

ODOT: the Ohio Department of Transportation.

OMB: the Executive Office of the President, Office of Management and Budget.

Operating Expense: the costs directly related to system operations which may be broken down into operating and administration.

Pass-Through Entity: a non-Federal entity that provides a Award to a Recipient to carry out part of a Federal program.

Period of Performance: the time during which the non-Federal entity may incur new obligations to carry out work authorized under the Federal award.

Program: the Ohio Transit Partnership Program.

Project Cost: the total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Projects: The projects funded by this Contract identified in the Contract Data Sheet and Project Data Sheet defined above.

Public Transportation System: a publicly owned or operated transportation system using buses, rail vehicles, or other surface conveyances to provide a transportation service to the general public on a regular and continuing basis.

Questioned Cost: a cost that is questioned by the auditor because of an audit finding: which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Real Property: the land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Standard Assurances: the assurances enumerated in FTA Circular 9030.1 as may be amended.

State Award Date: the date when the State award is signed by the authorized official of the Ohio Department of Transportation.

State Fiscal Year: the State of Ohio fiscal year from July 1 to June 30.

State Interest: the dollar amount that is the product of the: State share of total project



costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

State Share: the portion of the total project costs that are paid by State funds.

Award: an award provided by a pass-through entity to a Recipient for the Recipient to carry out part of a Federal or State award received by the pass-through entity. An Award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient: a non-Federal entity that receives a Award from a pass-through entity to carry out part of a Federal or State program; but does not include an individual that is a beneficiary of such program.

Termination: the ending of a Federal or State award, in whole or in part at any time prior to the planned end of period of performance.

Third-Party In-Kind Contributions: the value of non-cash contributions that: benefit a federally assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Transit Service: The portion of service provided by Public Transportation Systems which is eligible for Grant Funds and for which a fare is charged. It must be operated primarily for, and advertised to, the general public over specifically designated routes or within a designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and must be provided with vehicles designed for transporting nine or more seated adult passengers, or provided as part of a 49 USC Section 5307 or 5311 funded project. Specialized Transportation Service is not Transit Service.

Transportation Development Credit (TDC): federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding.

US DOT: the United States Department of Transportation or any of its administrations.

## ARTICLE II

### SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital and/or operating financial assistance from ODOT to the Recipient in accordance with Ohio Revised Code Section 5501.07.

- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for Capital and operating projects in accordance with Section 2 and the Project Data Sheet of this Agreement.

## SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Recipient shall apply all State Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed on the Contract Data Sheet.
- 2.2 Operating: The Recipient shall apply all State Award funds provided under this Agreement to the Operating Expenses incurred in the provision of public transportation service within Ohio.
- 2.3 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet.
- 2.4 Planning: The Recipient shall apply all State Award funds provided under this Agreement to the Planning Expenses incurred in the planning activities during the period of performance as specified in the Contract Data Sheet.

## SECTION 3: STATE AWARD

- 3.1 Capital: ODOT agrees that the Capital State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.2 The actual amount of State Award funds the Recipient will receive shall be determined on the basis of capital Invoices submitted to ODOT, by Recipients of 49 U.S.C. Section 5307 of the Federal Transit Laws and of the Program but will be no greater than the Project Cost.
- 3.3 **The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for State Award funds through this Agreement.**
- 3.4 Operating: ODOT agrees that the operating State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.

- 3.5 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Ohio Transit Partnership Program Criteria and Proposal Instructions.
- 3.6 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Agreement. In the event such action occurs at any time before ODOT has made final payment under this Agreement, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1 and 3.4 and shall be required to pay only such amount as it may determine available.
- 3.7 This Agreement is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this agreement, and that said balance is not already obligated to pay existing obligations. Payments of State Award funds are subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 18, 2019.
- 3.8 ODOT reserves the right to make partial payments on any Grant Agreement when necessary to conform with appropriate levels and cash availability.

#### SECTION 4: METHOD OF PAYMENT

- 4.1 **Capital:** The Recipient shall submit to ODOT, the Office of Transit, a capital Invoice for items described in the Project Data Sheet of this Agreement as they are purchased following an ODOT approved procurement process. Upon receipt of an Invoice, ODOT will initiate the payment of the State Award funds specified in Section 3 of this Contract, corresponding to the Eligible Capital Expense incurred by the Recipient which is identified on the Invoice.
- 4.2 Reimbursement to the Recipient shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Recipient and shall not constitute a waiver of any breach of this Agreement by the Recipient or any Project Contractor. ODOT will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

#### SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Recipient and all Project Contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to Public Transportation Systems and Transit Service. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference.

- 5.2 The Recipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the agreement, including but not limited to, the laws referred to in these provisions of the agreement and the other agreement documents. If the agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Recipient shall furnish to ODOT, Office of Transit, certificates of compliance with all such laws, orders and regulations.
- 5.3 Recipient agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 5.4 Recipient affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- 5.5 The Recipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

**SECTION 6: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:**

- 6.1 **Banning the Expenditure of Public Funds on Offshore Services:** The Recipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

(<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>)

The Recipient also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- 6.2 **Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages:** If Recipient or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The State is not

obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to the State all funds paid for those services. The State may also recover from the Recipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Recipient performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Recipient. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of ten percent 10% of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Recipient of a breach and permit the Recipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Recipient any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Recipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.

- 6.3 Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation. The Recipient will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

## SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION

- 7.1 The Recipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, to the Administrator or his or her agents upon request.
- 7.2 The Recipient shall:
- (a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT programs including the Ohio Transit Partnership Program;

- (b) Submit Progress Reports as required by ODOT;
- (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program;
- (d) Provide copies of all procurement related documentation for all capital items; and

7.3 The Recipient shall establish and maintain accounts for the Projects in conformance with 2 C.F.R 200.302 *Financial management*. Each operating/capital Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R 200.333 *Retention requirements for records*. The Recipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.

7.4 The Recipient shall submit all other information to the Administrator as requested by ODOT or its agents.

#### SECTION 8: PROJECT ADMINISTRATION

8.1 The Recipient shall return any overpayment of State Award funds, made to the Recipient or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.

8.2 The Recipient shall have an audit performed in accordance with 2 C.F.R. 200 Subpart F, as applicable. If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the management letter and corrective action plan must be submitted in conjunction with the audit report, as applicable in 2 C.F.R. 200.511 *Audit findings follow-up*.

8.3 The Recipient shall permit ODOT or any of its agents to inquire into any agreements between the Recipient and any third party pertaining to the Projects. The Recipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.

8.4 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment. The Recipient

shall also follow the requirements for equipment stated in the *Title, Use, Management requirements, and Dispositions* sections in 2 C.F.R. 200.313 *Equipment*.

- 8.5 The Recipient agrees that, in accordance with 2 C.F.R 200.336 *Access to records*, US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects.

#### SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Recipient only after requesting disposition instructions from ODOT and receiving ODOT's written approval. If applicable, upon disposition the Recipient shall refund to ODOT the State share of the Fair Market Value of the Project Equipment in accordance with the requirements stated in 2 C.F.R 200.313 *Equipment*.
- 9.2 The Recipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment unless such action is authorized in writing by the Administrator.

#### SECTION 10: REQUIRED INSURANCE COVERAGE

- 10.1 The Recipient shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect ODOT, and the Recipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Recipient or by anyone directly or indirectly associated with the Recipient. Unless the Recipient receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Recipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.
- 10.2 If the Project Equipment is to be located in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. Seq., the Recipient shall purchase flood insurance upon the Project Equipment in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

#### SECTION 11: NO ADDITIONAL WAIVER IMPLIED

- 11.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement can be reached, the dispute will be referred for resolution to the Director of ODOT; legal questions will be referred to the State Attorney General for resolution.

#### SECTION 12: SEVERABILITY

- 12.1 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

#### SECTION 13: INDEPENDENCE OF RECIPIENT

- 13.1 In no event shall the Recipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 13.2 The Recipient agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State, or US DOT and will not by reason of any relationship with ODOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

#### SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY RECIPIENT

- 14.1 The Recipient hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county or county department, a municipality or municipal department, or a private nonprofit organization and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- 14.2 The Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in the Recipient's application for the Federal Award funds awarded pursuant to this Agreement.

#### SECTION 15: ASSIGNMENT OF AGREEMENT

- 15.1 The Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Agreement without the express prior



written consent of ODOT, and such written consent shall not release the Recipient from any obligations of this Agreement.

#### SECTION 16: CONTRACTS OF THE RECIPIENT

- 16.1 The Recipient shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

#### SECTION 17: CONTRACT DISPUTE RESOLUTION

- 17.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 17.2 The Recipient shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.
- 17.3 The Recipient hereby agrees that ODOT shall receive, the State share of any proceeds derived from any third party recovery.

#### SECTION 18: DEFAULT

- 18.1 Neglect or failure of the Recipient to comply with any of the terms, provisions, or conditions of this Agreement or any other Grant Agreement entered into between ODOT and the Recipient, whether or not payment of State Award funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Agreement by the Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* the Recipient is unable in whole or in part to carry out its covenants contained herein, the Recipient shall not be deemed in default during the continuance of such inability.
- 18.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Recipient. The Recipient shall, however, remedy with all reasonable dispatch each cause preventing the Recipient from carrying out its covenants contained herein.

- 18.3 Whenever an event of default has occurred, ODOT may (a) direct the Recipient to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Recipient to return to ODOT the percentage of the State share of the remaining Fair Market Value, if any, which is realized from the Recipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Recipient of all or any portion of the State Award funds for any period of time that the Recipient has been in default.
- 18.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.
- 18.5 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Recipient shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as after as may be deemed expedient by ODOT.

#### SECTION 19: PROGRAM CRITERIA

- 19.1 The current Criteria for the Ohio Transit Partnership Program as determined by ODOT is incorporated into this grant agreement in its entirety, and ODOT will determine the applicability of particular criteria and definitions to this agreement.

#### SECTION 20: CAPTIONS

- 20.1 The section captions in this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

#### SECTION 21: OFFER: EFFECTIVE DATE

- 21.1 When transmitted by ODOT to the Recipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Recipient within *thirty* days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Recipient. After execution this Agreement shall become effective upon the Award period of performance start date stated in the Contract Data Sheet.

#### SECTION 22: DRUG-FREE WORK PLACE

- 22.1 Recipient agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Recipient shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

## SECTION 23: NONDISCRIMINATION

During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 23.1 **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
- 23.2 **Non-discrimination:** The contractor, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth below as the pertinent nondiscrimination authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3 **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- 23.4 **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FTA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.5 **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such

agreement sanctions as it or FTA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the agreement until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 23.6 **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 23.7 During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

#### SECTION 24: EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In carrying out this agreement, Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 24.2 Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for

employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

24.3 Recipient agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 25: GOVERNING LAWS

25.1 This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 26: FINDINGS FOR RECOVERY

26.1 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 27: NOTICE

27.1 Notice under this Agreement shall be directed as follows:

**IF TO RECIPIENT:**

Warren County Commissioners  
406 Justice Drive  
  
Lebanon, OH 45036

**IF TO ODOT:**

Ohio Department of Transportation  
Office of Transit, 2nd Floor  
1980 W. Broad Street  
Mail Stop 3110  
Columbus, Ohio 43223

SECTION 28: MODIFICATIONS

28.1 This agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Recipient.

SECTION 29: SIGNATURES

29.1 Any person executing this Grant Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Grant Agreement on such principal's behalf.

12/17/19  
Kerbl Ash  
11/20/19  
Legal Services Agency

**RECIPIENT**

By: Shannon Jones  
Print Name: Shannon Jones  
Title: President  
Date: 12/17/19

**STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION**

By: Jack Marchbanks, Ph. D., Director  
Date: \_\_\_\_\_

CERTIFICATE OF RECIPIENT'S ATTORNEY

I, \_\_\_\_\_ acting as attorney for the Recipient, do hereby certify that I have examined this Agreement and the proceedings taken by the Recipient related thereto, and find that the acceptance of ODOT's offer by the Recipient has been duly authorized by the Recipient's action dated \_\_\_\_\_ and that the execution of this Agreement is in all respects due and proper and in accordance with applicable federal, state, and local law, and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Recipient in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the Projects in accordance with the terms of this Agreement.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1766

Adopted Date December 17, 2019

APPROVE EXTENSION TO THE SERVICE AGREEMENT WITH THE HUMANE ASSOCIATION OF WARREN COUNTY, INC.

WHEREAS, pursuant to Resolution #06-2070 adopted December 7, 2006, this Board approved and entered into a Service Agreement with the Warren County Humane Association, Inc. effective January 1, 2007 to provide support services to the County Dog Warden's Office; and

WHEREAS, this Board of County Commissioners and the Humane Association mutually desire to continue said services for the year 2019 with a 3% increase in cost; and

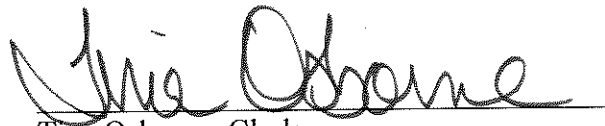
NOW THEREFORE BE IT RESOLVED, to approve a one year extension to the Service Agreement between this Board and the Humane Association of Warren County, Inc. for a total cost of services from January 1, 2020 to December 31, 2020 of \$245,863; as attached hereto and made a part hereof.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: C/A— Warren County Humane Association, Inc.  
Humane Association  
Dog Warden (file)

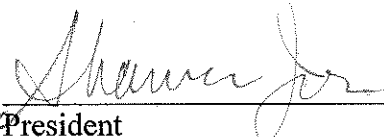
**Service Agreement Extension**

**WHEREAS**, Resolution Number 06-2070 approved and entered into a Service Agreement with the Warren County Humane Association, Inc. beginning January 1, 2007 and ending December 31, 2008 to provide support services to the County Dog Warden's Office, and

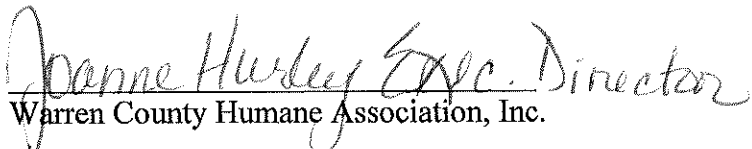
**WHEREAS**, Resolution Numbers 08-1850, 09-1670, 10-1679, 11-1639, 12- 1718, 13-1864, 15-0673, 15-2227, 16-2077 and 17-2072, all approved an additional one year extensions to said service agreement with the latest extension ending December 31, 2018; and

**WHEREAS**, the Board of County Commissioners and the Board of the Humane Association mutually desire to continue said services through the year 2020 with a 3% increase; and

**NOW THEREFORE BE IT RESOLVED** that the "Humane Association Service Agreement" approved pursuant to Resolution Number 06-2070 is extended for a period of one year beginning January 1, 2020, and ending December 31, 2020, at a rate of **\$245,863**. All terms shall remain the same, only the term is being amended hereby.

  
\_\_\_\_\_  
President  
Board of Warren County Commissioners


12/17/19  
Date

  
\_\_\_\_\_  
Exec. Director  
Warren County Humane Association, Inc.

12/10/19  
Date

Approved as to Form:

DAVID FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

  
\_\_\_\_\_  
By: Adam Nice, Asst. Prosecutor

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1767

Adopted Date December 17, 2019

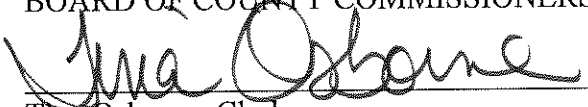
## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/12/19 and 12/17/19 as attached hereto and made a part hereof.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS  
  
Tina Osborne, Clerk

/tao

cc: Auditor  \_\_\_\_\_

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1768

Adopted Date December 17, 2019

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve a supplemental appropriation in order to make a timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Appropriation Adj. file  
Sheriff (file)  
Commissioners' file  
OMB

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WCSO FUNDS 1101

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Funds 1101:

\$50,000.00	from	11012200 5317	SHERIFF NON CAPITAL PURCHASE
	into	11012210 5400	SHERIFF PURCHASED SERVICES

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

M  
M  
M

Resolution adopted this \_\_\_\_ day of \_\_\_\_\_ 2019.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adjustment file  
Sheriff's Office (file)  
OMB

OK  
Tina Osborne  
12/12/19  
will be acknowledged  
on 12/17/19  
by BACC

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONER FUND  
#11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$30,000.00 from #11011110-5881(Comm – Sick Leave Payout)  
into #11011110-5882(Comm – Vacation Leave Payout)

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

M  
M  
M

Resolution adopted this day of December 2019.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adjustment file  
Commissioners file  
OMB

*R. Zindel 12-12-19*  
*To be ratified*  
*on 12-17-19*

# Resolution

Number 19-1769

Adopted Date December 17, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR REGENCY PARK SECTION 11C SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

## RELEASE

Bond Number	:	17-013 (W/S)
Development	:	Regency Park Section 11C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$14,286.00
Surety Company	:	Berkley Insurance Company (0211070)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249  
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 19-1770

Adopted Date December 17, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC., FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION 4, PHASE D, SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## SECURITY AGREEMENT

Bond Number	:	19-023 (W/S)
Development	:	Shaker Run Subdivision, Section 4, Phase D
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$2,773.24
Surety Company	:	Berkley Insurance Company

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Dave Stroup, 3940 Olympic Boulevard, Suite 100, Erlanger KY 41018  
Berkley Insurance Company, 412 M. Kemble Suite 310N, Morristown, NJ 07960  
Water/Sewer (file)  
Bond Agreement file



**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

19-023(1/2)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Shaker Run **Subdivision, Section/Phase** <sup>Section 4 Phase D</sup> (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$27,732.40, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$2,773.24 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC  
Dave Stroup  
3940 Olympic Boulevard, Suite 400  
Erlanger, KY 41018  
Ph. ( 859 ) 344 - 3131

D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. ( 515 ) 473 - 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Todd E. Huss

PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 9/25/19

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Tiffany Gobich

PRINTED NAME: Tiffany Gobich

TITLE: Attorney-in-fact

DATE: 9/24/19

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1770, dated 12/17/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 12/17/19

RECOMMENDED BY:

By: Anthony Brugh  
**SANITARY ENGINEER**

APPROVED AS TO FORM:

By: Keith W. Auler  
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Bond No. 0226200

## MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS,** Grand Communities, LLC  
3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley  
Insurance Company, a corporation organized under the laws of the Delaware  
with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held  
and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH  
45036 (hereinafter called Obligee) in the penal sum of Two Thousand Seven Hundred  
Seventy Three and 24/100 Dollars, (\$2,773.24), for payment of which, well and truly to  
be made, we do hereby bind ourselves, our heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

DATED this 24<sup>th</sup> day of September, 2019.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract  
with the Obligee above named for certain physical improvements for

Water Main in Shaker Run Subdivision  
Section 4, Phase D in Turtlecreek Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said  
Subdividers Contract has now been completed according to the approved plans and as  
a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is  
said Principal shall, for a period of One (1) year(s) from and after the 24<sup>th</sup>  
day of September, 2019, indemnify the Obligee against any loss or damage  
directly arising by reason of any defect in the material or workmanship which may be  
discovered within the period aforesaid, then this obligation shall be void; otherwise to be  
and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal,  
written statement of the particular facts showing such default and the date hereof shall  
be delivered facts showing such default and the date thereof shall be delivered to the  
Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT  
06830 promptly an in any event within thirty (30) days after the Obligee or his



representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

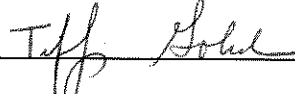
Grand Communities, LLC

A Kentucky Limited Liability Company  
Principal

By:   
Todd E. Huss

Its: President

Berkley Insurance Company  
Surety

By: 

Its: Tiffany Gobich  
Attorney-in-Fact

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffiany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of August, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman  
Executive Vice President & Secretary

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of August, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 24<sup>th</sup> day of September, 2019.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

# Resolution

Number 19-1771

Adopted Date December 17, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION FOUR, PHASE D SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	19-021 (P/S)
Development	:	Shaker Run, Section Four, Phase D
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$23,335.00
Surety Company	:	Berkley Insurance Company (0228488)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
Surety Company  
Bond Agreement file  
Engineer (file)

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

19-021 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Grand Communities, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Berkley Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Shaker Run **Subdivision, Section/Phase** <sup>Section 4 Phase D</sup> (3) (hereinafter the "Subdivision") situated in  
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$106,395.40,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$17,950.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County subdivision regulations and to require all Developers to post security in the sum of twenty  
percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements  
and their tentative acceptance by the County Commissioners to secure the performance of all maintenance  
upon the Improvements as may be required between the completion and tentative acceptance of the  
Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$23,335.00 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$21,279.08 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Grand Communities, LLC  
Dave Stroup  
3940 Olympic Boulevard, Suite 400  
Erlanger, KY 41018  
Ph. (859 ) 344 -3131

D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. (515) 473 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**



17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Todd E. Huss  
PRINTED NAME: Todd E. Huss  
TITLE: President  
DATE: 11/6/19

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Tiff Gobich  
PRINTED NAME: Tiffany Gobich  
TITLE: Attorney-in-Fact  
DATE: November 4, 2019

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1771, dated 12/17/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

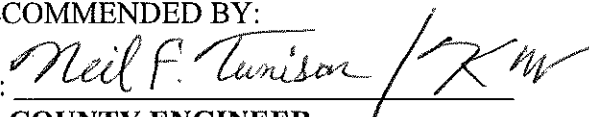
SIGNATURE: 

PRINTED NAME: Shandon Jones

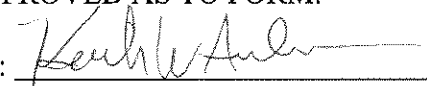
TITLE: President

DATE: 12/17/19

RECOMMENDED BY:

By:   
**COUNTY ENGINEER**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Twenty-Three Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$23,335.00) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances in Shaker Run Section 4 Phase D Subdivision in Turtlecreek Township, Warren County, OH.

**NOW THEREFORE**, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances in Shaker Run Section 4 Phase D Subdivision in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Twenty-Three Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$23,335.00) and no more.

**SIGNED AND DATED THIS** 4th day of November, 2019.

Principal: Grand Communities, LLC  
A Kentucky Limited Liability Company

By: \_\_\_\_\_

Todd E. Huss

Surety: Berkley Insurance Company

By: \_\_\_\_\_

Tiffany Gobich, Attorney-in-Fact

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of AUGUST, 2019.

Attest:

(Seal)

By

Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of AUGUST, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaker  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4<sup>th</sup> day of November, 2019.

(Seal)

Vincent P. Forte  
Vincet P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1772

Adopted Date December 17, 2019

## APPROVE RECORD PLAT

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following plat:


- Brock Subdivision – Loveland Park (a Replat) – Deerfield Township
- Shaker Run Section Four Phase D – Turtlecreek Township
- Fornshell Subdivision – Washington Township
- Forste Subdivision – Deerfield Township

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Plat File  
RPC

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-1773

Adopted Date December 17, 2019

CREATE ROAD INFRASTRUCTURE PROJECT FUND #4451 AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO #11011112 AND OPERATING TRANSFERS INTO FACILITIES MANAGEMENT CONSTRUCTION FUND #4467 & #4494, TELECOMMUNICATION INFRASTRUCTURE FUND #4492, ROAD INFRASTRUCTURE FUND #4451 AND CHILDREN SERVICES FUND #2273

BE IT RESOLVED, to create Road Infrastructure Project Fund #4451; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations:

\$12,251,827 into #1011112-5785 (County Construction Projects)

\$ 2,000,000 into #1011112-5749 (General Fund – Children Services)

BE IT FURTHER RESOLVED, to approve the following operational transfers and local contribution:

\$ 3,012,000 from #11011112-5785 (County Construction Projects)  
into #4467 49000 (Const. Projects- County Transfers)

\$ 887,000 from #11011112-5785 (County Construction Projects)  
into #4494 49000 (Const. Projects- County Transfers)

\$ 1,352,827 from #11011112-5785 (County Construction Projects)  
into #4492 49000 (Telecom Infrastructure Projects – Transfers)

\$ 7,000,000 from #11011112 5785 (County Construction Projects)  
into #4451 49000 (Road Infrastructure Projects – Transfers)


\$2,000,000 from #11011112-5749 (General Fund – OT Children Services)  
into #2273 49000 (Children Services - Transfers)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

tz/

cc: Auditor   
Supplemental App. file  
Facilities Management (file)  
OMB

Operating Transfer file  
Children Services (file)  
Telecom (file)  
Engineer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1774

Adopted Date December 17, 2019

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2254, 2258, 5575 and 5583

WHEREAS, the anticipated revenue for Fund 2254 CCMEP/TANF fund has decreased by \$159,969.42; and

WHEREAS, the anticipated revenue for Fund 2258 Workforce Investment Act fund has decreased by \$130,770.45; and

WHEREAS, the anticipated revenue for Fund 5575 Sewer Construction Projects fund has decreased by \$5,568,691.21; and

WHEREAS, the anticipated revenue for Fund 5583 Water Construction Projects fund has decreased by \$814,789.13;

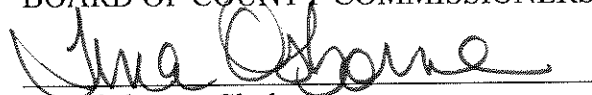
NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2254, 2258, 5575 and 5583.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓ (B. Quillen)  
Amended Certificate file  
Human Services (file)  
OhioMeansJobs (file)  
Water/Sewer (file)

**AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES**

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 12, 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
CCMEP/TANF Fund 2254	\$5,000.00	\$0.00	\$482,809.58	\$487,809.58
Workforce Investment Act Fund 2258	\$7,622.55		\$533,778.23	\$541,400.78
<b>FUND TYPE - Enterprise Funds</b>				\$0.00
Sewer Const Projects Fund 5575	(\$3,011,331.00)		\$8,617,184.79	\$5,605,853.79
Water Const Projects Fund 5583	(\$4,665,202.39)		\$9,234,596.87	\$4,569,394.48
<b>TOTAL</b>	<b>(\$7,663,910.84)</b>	<b>\$0.00</b>	<b>\$18,868,369.47</b>	<b>\$11,204,458.63</b>

Amend 19 29  
 2254 (159,969.42)  
 2258 (130,770.45)  
 5575 (5,568,691.21)  
 5583 (814,789.13)

*Matt Nolan* )  
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 \_\_\_\_\_ )

Budget  
 Commission



# Resolution

Number 19-1775

Adopted Date December 17, 2019

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2245, 2256, 2264, 2265, 2268, 2272, 2273, 2275, 2276, 2277, 2278, 2279, 2280, 2282, 2296, 2298, 2299, 3327 and 3393

WHEREAS, the anticipated revenue for Fund 2245 Crime Victim Grant fund has decreased by \$10,244.63; and

WHEREAS, the anticipated revenue for Fund 2256 WC Solid Waste fund has decreased by \$7,391.91; and

WHEREAS, the anticipated revenue for Fund 2264 Emergency Management Agency fund has decreased by \$16,892.68; and

WHEREAS, the anticipated revenue for Fund 2265 Community Development fund has decreased by \$50,169.49; and

WHEREAS, the anticipated revenue for Fund 2268 Indigent Guardianship fund has decreased by \$810.00; and

WHEREAS, the anticipated revenue for Fund 2272 CP Indigent Driver Alcohol Treatment fund decreased by \$4,628.50; and

WHEREAS, the anticipated revenue for Fund 2273 Children's Services fund has decreased by \$2,153,941.39; and

WHEREAS, the anticipated revenue for Fund 2275 County Court Clerk Computer fund has decreased by \$7,396.07; and

WHEREAS, the anticipated revenue for Fund 2276 Probate Computer fund has decreased by \$189.00; and

WHEREAS, the anticipated revenue for Fund 2277 Probate Clerk Computer fund has decreased by \$624.00; and

WHEREAS, the anticipated revenue for Fund 2278 Juvenile Clerk Computer fund has decreased by \$4,198.39; and

WHEREAS, the anticipated revenue for Fund 2279 Juvenile Computer fund has decreased by \$1,294.14; and

WHEREAS, the anticipated revenue for Fund 2280 Common Pleas Computer fund has decreased by \$3,932.00; and

WHEREAS, the anticipated revenue for Fund 2282 Clerk Courts Computer fund has decreased by \$7,696.00; and

WHEREAS, the anticipated revenue for Fund 2296 Comp Rehab Downpayment Assist fund has decreased by \$8,400.00; and

WHEREAS, the anticipated revenue for Fund 2298 Rehab Inc fund has decreased by \$3,200.00; and

WHEREAS, the anticipated revenue for Fund 2299 County Transit fund has decreased by \$415,537.61; and

WHEREAS, the anticipated revenue for Fund 3327 Bond Retirement fund has decreased by \$203,393.34; and

WHEREAS, the anticipated revenue for Fund 3393 RID Greens of Bunnell Hill fund has decreased by \$34,650.11;

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2245, 2256, 2264, 2265, 2268, 2272, 2273, 2275, 2276, 2277, 2278, 2279, 2280, 2282, 2296, 2298, 2299, 3327 and 3393.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓ (file) (B. Quillen) Amended Cert. file  
Prosecutor (file) Solid Waste (file)  
Emergency Services (file) OGA (file)  
Common Pleas (file) Children Services (file)  
Clerk of Courts (file) Juvenile (file)  
Engineer (file)

**AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES**

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 9, 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
Crime Victim Grant Fund 2245	\$9,598.80	\$0.00	\$112,781.23	\$122,380.03
Warren County Solid Waste Fund 2256	\$1,285,691.31		\$112,608.09	\$1,398,299.40
Emergency Management Agency Fund 2264	\$118,596.22		\$200,070.32	\$318,666.54
Community Development Fund 2265	\$196,571.88		\$835,030.51	\$1,031,602.39
Indigent Guardianship Fund 2268	\$189,530.49		\$19,190.00	\$208,720.49
CP Indigent Drvr Ale Treatment Fund 2272	\$11,014.58		\$571.50	\$11,586.08
Childrens Services Fund 2273	\$5,655,033.52		\$7,391,058.61	\$13,046,092.13
County Crt Clk Comp Fund 2275	\$53,099.99		\$42,603.93	\$95,703.92
Probate Computer 2101.162 Fund 2276	\$71,983.76		\$6,711.00	\$78,694.76
Probate Clerk Computer 2101.162 Fund 2277	\$197,672.01		\$22,376.00	\$220,048.01
Juvenile Clk Computer 2151.541 Fund 2278	\$137,454.92		\$14,301.61	\$151,756.53
Juvenile Computer 2151.541 Fund 2279	\$30,279.64		\$4,305.86	\$34,585.50
Common Pleas Computer 2303.201 Fund 2280	\$22,275.01		\$16,068.00	\$38,343.01
Clerk Courts Computer 2303.201 Fund 2282	\$282,951.79		\$62,304.00	\$345,255.79
Comp Rehab Dwnpmt Asst Fund 2296	\$41,845.14		\$1,600.00	\$43,445.14
Rehab Inc Fund 2298	\$72,976.74		\$6,800.00	\$79,776.74
County Transit Fund 2299	\$1,533,409.93		\$565,137.39	\$2,098,547.32
<b>FUND TYPE - Debt Funds</b>				
Bond Retirement Fund 3327	\$273,640.63		\$3,986,606.66	\$4,260,247.29
RID Bonds Greens of Bunnell Hill Fund 3393	\$2,922,926.84		\$306,190.55	\$3,229,117.39
<b>TOTAL</b>	<b>\$13,106,553.20</b>	<b>\$0.00</b>	<b>\$13,706,315.26</b>	<b>\$26,812,868.46</b>

- Amend 19 27
- 2245 (10,244.63)
- 2256 (7,391.91)
- 2264 (16,892.68)
- 2265 (50,169.49)
- 2268 (810.00)
- 2272 (4,628.50)
- 2273 (2,153,941.39)
- 2275 (7,396.07)
- 2276 (189.00)
- 2277 (624.00)
- 2278 (4,198.39)
- 2279 (1,294.14)
- 2280 (3,932.00)
- 2282 (7,696.00)
- 2296 (8,400.00)
- 2298 (3,200.00)
- 2299 (415,537.61)
- 3327 (203,393.34)
- 3393 (34,650.11)
- Total Amendment (2,934,589.26)

*Matt Nolan*  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

Budget  
Commission

DEC 11 '19 RCWD

RECEIVED ONEBUSA

# Resolution

Number 19-1776

Adopted Date December 17, 2019

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2203, 2217, 2238, 2261, 2293, 2294, 4434, 4454, 4485, 4495, 4498, 6619, 6630, 6631, 6632 and 6650

WHEREAS, the anticipated revenue for Fund 2203 Human Services fund has decreased by \$310,000.00; and

WHEREAS, the anticipated revenue for Fund 2217 BOE Technology fund has decreased by \$2,520,283.30; and

WHEREAS, the anticipated revenue for Fund 2238 Workforce Investment Board fund has decreased by \$150,000.00; and

WHEREAS, the anticipated revenue for Fund 2261 Pass Through Grants fund has decreased by \$15,438.54; and

WHEREAS, the anticipated revenue for Fund 2293 Sheriff Grants fund has decreased by \$43,471.00; and

WHEREAS, the anticipated revenue for Fund 2294 Sheriff Dare Law Enforcement fund has decreased by \$11,379.20; and

WHEREAS, the anticipated revenue for Fund 4434 Liberty Way/Mason Rd Turn Lane fund has decreased by \$493,156.00; and

WHEREAS, the anticipated revenue for Fund 4454 Fields-Ertel Rd Improv Proj fund has decreased by \$500,000.00; and

WHEREAS, the anticipated revenue for Fund 4485 Miami Valley Gaming TIF fund has decreased by \$57,385.30; and

WHEREAS, the anticipated revenue for Fund 4495 Jail Construction Sales Tax fund has decreased by \$7,355,539.33; and

WHEREAS, the anticipated revenue for Fund 4498 County Fairgrounds Construction fund has decreased by \$170,659.53; and

WHEREAS, the anticipated revenue for Fund 6619 Vehicle Maintenance Rotary fund has decreased by \$222,502.16; and

WHEREAS, the anticipated revenue for Fund 6630 Sheriff's Policing Revolving fund has decreased by \$68,967.26; and

WHEREAS, the anticipated revenue for Fund 6631 Communications Rotary fund has decreased by \$17,101.25; and

RESOLUTION 19-1776  
DECEMBER 17, 2019  
PAGE 2

WHEREAS, the anticipated revenue for Fund 6632 Health Insurance fund has decreased by \$200,000.00; and

WHEREAS, the anticipated revenue for Fund 6650 Gasoline Rotary fund has decreased by \$98,044.38


NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2203, 2217, 2238, 2261, 2293, 2294, 4434, 4454, 4485, 4495, 4498, 6619, 6630, 6631, 6632, and 6650.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓ (file) (B. Quillen)  
Human Services (file)  
OhioMeansJobs (file)  
Sheriff (file)  
OMB (file)  
Telecom (file)

Amended Cert. file  
Board of Elections (file)  
OGA (file)  
Engineer (file)  
Facilities Management (file)

**AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES**

Rev. Code , Sec 3705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 10, 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
Human Services Fund 2203	\$639,997.22	\$0.00	\$4,948,880.00	\$5,588,877.22
BOE Technology Fund 2217	\$1,750,212.66		\$7,716.70	\$1,757,929.36
Workforce Investment Board Fund 2238	\$45,467.04		\$1,858,550.00	\$1,904,017.04
Pass Through Grants Fund 2261	\$0.00		\$229,561.46	\$229,561.46
Sheriff Grants Fund 2293	\$14,207.00		\$90,097.00	\$104,304.00
Sheriff Dare Law Enforcement Fund 2294	\$150,118.35		\$26,620.80	\$176,739.15
<b>FUND TYPE - Capital Projects</b>				\$0.00
Liberty Way/Mason Rd Turn Lane Fund 4434	\$0.00		\$10,000.00	\$10,000.00
Fields-Ertel Rd Improv Proj Fund 4454	\$9,265.01		\$0.00	\$9,265.01
Miami Valley Gaming TIF Fund 4485	\$974,061.98		\$1,098,064.70	\$2,072,126.68
Jail Construction Sales Tax Fund 4495	\$3,917,354.38		\$52,499,460.67	\$56,416,815.05
County Fairgrounds Construction Fund 4498	\$304,179.25		\$150,475.00	\$454,654.25
<b>FUND TYPE - Enterprise Funds</b>				\$0.00
Sheriff's Policing Revolv Fund 6630	\$468,323.56		\$4,628,841.74	\$5,097,165.30
Communications Rotary Fund 6631	\$229,296.18		\$72,509.75	\$301,805.93
<b>FUND TYPE - Internal Service</b>				\$0.00
Vehicle Maintenance Rotary Fund 6619	\$289,942.04		\$467,112.84	\$757,054.88
Health Insurance Fund 6632	\$4,444,241.74		\$10,373,701.60	\$14,817,943.34
Gasoline Rotary Fund 6650	\$168,269.68		\$646,806.75	\$815,076.43
<b>TOTAL</b>	<b>\$13,404,936.09</b>	<b>\$0.00</b>	<b>\$77,108,399.01</b>	<b>\$90,513,335.10</b>

- Amend 19 28
- 2203 (310,000.00)
- 2217 (2,520,283.30)
- 2238 (150,000.00)
- 2261 (15,438.54)
- 2293 (43,471.00)
- 2294 ( 11,379.20)
- 4434 (493,156.00)
- 4454 (500,000.00)
- 4485 (57,385.30)
- 4495 (7,355,539.33)
- 4498 (170,659.53)
- 6619 (222,502.16)
- 6630 (68,967.26)
- 6631 (17,101.25)
- 6632 (200,000.00)
- 6650 (98,044.38)

*Matt Nolan* )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

Budget  
Commission

# Resolution

Number 19-1777

Adopted Date December 17, 2019

APPROVE APPROPRIATION DECREASES FOR LIBERTY WAY/MASON RD TURN  
LANE FUND #4434 AND FIELDS ERTEL RD IMPROVEMENT PROJECT FUND #4454

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases;

\$5,250.00 from 44343130-5320 (LIBERTY WAY/MASON RD TURN LANE)

\$500,000.00 from 44543120-5320 (FIELDS ERTEL RD IMPROVEMENT PROJECT)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Engineer (file)

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

# Resolution

Number 19-1778

Adopted Date December 17, 2019

APPROVE APPROPRIATION DECREASE IN PASS THROUGH GRANTS FUND #2261

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2261 for funds that were anticipated, but not received in calendar year 2019; and

WHEREAS, the appropriation for Fund #2261 must be reduced in the amount below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decrease:

\$ 15,438.54 from #22612000-5712 (Pass Through – Drug Task Force)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor   
Appropriation Decrease file  
OGA (file)



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

# Resolution

Number 19-1779

Adopted Date December 17, 2019

APPROVE APPROPRIATION DECREASES WITHIN HUMAN SERVICES FUND #2203

WHEREAS, Human Services will be receiving less revenue than originally anticipated, and appropriation decreases are necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within Fund #203:

\$126,000.00 from 22035310 5102 (Regular Salaries)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Human Services (file)

# Resolution

Number 19-1780

Adopted Date December 17, 2019

APPROVE APPROPRIATION DECREASES WITHIN WATER PROJECT FUND 5583 AND SEWER PROJECT FUND 5575

WHEREAS, the Water and Sewer Department has been approved for appropriations in Water Project Fund 5583 and Sewer Project Fund 5575 in the 2019 budget process; and

WHEREAS, due to change orders and projects delayed until 2020, the appropriations will not be necessary for the 2019 calendar year; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases:

\$ 4,324,146.21 from 55753300-5320 (Capital Purchases)

\$ 813,105.52 from 55833200-5320 (Capital Purchases)

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Decrease file  
Water/Sewer (file)

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

# Resolution

Number 19-1781

Adopted Date December 17, 2019

APPROVE APPROPRIATION DECREASES WITHIN SHERIFF'S OFFICE FUND #2293

BE IT RESOLVED, to approve the following appropriation decreases within Warren County Sheriff's Office Fund #2293:

\$1,500.00	22932200 5317	NON CAPITAL PURCHASE
\$5,600.00	22932200 5400	PURCHASED SERVICES
\$82,870.00	22932200 5410	CONTRACTS BOCC APPROVED

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Sheriff (file)

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

# Resolution

Number 19-1782

Adopted Date December 17, 2019

APPROVE APPROPRIATION DECREASE WITHIN SHERIFF'S OFFICE FUND #2294

BE IT RESOLVED, to approve the following appropriation decrease within Warren County Sheriff's Office Fund #2294:

\$6,634.55      22942200 5155      PERSONAL SERVICES REIMBURSEMT

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Sheriff (file)

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

# Resolution

Number 19-1783

Adopted Date December 17, 2019

APPROVE AN APPROPRIATION DECREASE WITHIN THE FAIRGROUNDS FUND #4498

BE IT RESOLVED, to approve the following appropriation decreases:

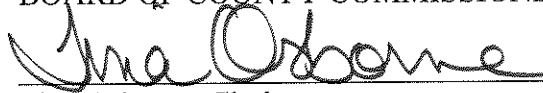
\$39,500.00 from #44983740-5317 (Non-Capital purchase)  
\$14,441.58 from #44983740-5410 (BOCC Contracts)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
OMB  
Fairgrounds (file)  
Commissioners file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1784

Adopted Date December 17, 2019

APPROVE APPROPRIATION DECREASES IN COAP GRANTS FUND #2251

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2251 for funds that were anticipated, but not received in calendar year 2019; and

WHEREAS, the appropriation for Fund #2251 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

\$1,347.86	from	22511111-5102 (COAP Grant – Regular Salaries)
\$1,642.85	from	22511111-5210 (COAP Grant – Materials/Supplies)
\$1,218.77	from	22511111-5317 (COAP Grant – Non Capital)
\$8,479.57	from	22511111-5400 (COAP Grant – Purchased Services)
\$ 329.00	from	22511111-5811 (COAP Grant – PERS)
\$ 42.00	from	22511111-5871 (COAP Grant – Medicare)
\$2,200.00	from	25111111-5940 (COAP Grant – Travel)

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor              
Appropriation Decrease file  
OGA (file)

# Resolution

Number 19-1785

Adopted Date December 17, 2019

APPROVE APPROPRIATION DECREASES IN OHIOMEANSJOBS FUNDS #2258 AND #2254

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Funds #2258 and #2254 for funds that were anticipated, but not received in calendar year 2019; and

WHEREAS, the appropriation for Funds #2258 and #2254 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

\$40,000.00	from	#2258-5800-5102	(Salaries)
\$5,500.00	from	#2258-5800-5210	(Materials and Supplies)
\$5,000.00	from	#2258-5800-5317	(Non Capital Purchases)
\$27,643.60	from	#2258-5800-5400	(Purchase Services)
\$2,000.00	from	#2255-5800-5430	(Utilities General)
\$1,971.06	from	#2258-5800-5460	(Insurance)
\$2,400.00	from	#2258-5800-5651	(Support, Adults)
\$884.26	from	#2258-5800-5830	(Worker's Compensation)
\$500.00	from	#2258-5800-5840	(Unemployment Comp)
\$1529.40	from	#2258-5800-5850	(Training-Education)
\$1,000.00	from	#2258-5800-5872	(Social Security)
\$2,500.00	from	#2258-5800-5881	(Accumulated Sick Leave Payout)
\$1,510.90	from	#2258-5800-5882	(Accumulated Vacation Leave Payout)
\$14,000.00	from	#2258-5800-5910	(Other Expenses)
\$20,000.00	from	#2254-5800-5102	(Salaries)
\$2,000.00	from	#2254-5800-5114	(Overtime Pay)
\$10,000.00	from	#2254-5800-5210	(Materials and Supplies)
\$7,000.00	from	#2254-5800-5317	(Non Capital Purchases)
\$4,500.00	from	#2254-5800-5430	(Utilities General)
\$1,979.06	from	#2254-5800-5460	(Insurance)
\$6,000.00	from	#2254-5800-5651	(Support, Adults)
\$55,000.00	from	#2254-5800-5663	(Classroom Training, Adults)
\$253.26	from	#2254-5800-5830	(Worker's Compensation)
\$1,000.00	from	#2254-5800-5840	(Unemployment Comp)
\$1,145.60	from	#2254-5800-5850	(Training-Education)
\$2,500.00	from	#2254-5800-5871	(Medicare)
\$1,000.00	from	#2254-5800-5872	(Social Security)
\$8,000.00	from	#2254-5800-5881	(Accumulated Sick Leave Payout)
\$7,171.50	from	#2254-5800-5882	(Accumulated Vacation Leave Payout)
\$18,000.00	from	#2254-5800-5910	(Other Expenses)

RESOLUTION #19-1785  
DECEMBER 17, 2019  
PAGE 2

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style and is positioned above a horizontal line.

Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
OhioMeansJobs (file)



# Resolution

Number 19-1786

Adopted Date December 17, 2019

## APPROVE APPROPRIATION DECREASES WITHIN THE AREA 12 WORKFORCE DEVELOPMENT BOARD FUND #2238

WHEREAS, appropriation decreases are necessary to amend the Area 12 Workforce Development Board Fund #2238 Certificate for Appropriation for 2019; and


BE IT FURTHER RESOLVED, to approve appropriation decreases in the following accounts:

\$ 5,153.20	from	22385802	5410	Youth Contracts BOCC Approved
\$ 5,004.41	from	22385800	5102	Regular Salaries
\$ 1,346.46	from	22385800	5210	Material & Supplies
\$ 9,601.00	from	22385800	5317	Non Capital Expenses
\$ 84,474.34	from	22385800	5400	Purchased Services
\$ 5,536.04	from	22385800	5410	Contracts BOCC Approved
\$ 800.48	from	22385800	5811	PERS
\$ 292.62	from	22385800	5820	Health & Life Insurance
\$ 681.36	from	22385800	5830	Workers Compensation
\$ 8,333.09	from	22385800	5850	Education and Training
\$ 171.62	from	22385800	5871	Medicare
\$ 31,773.30	from	22385800	5910	Other Expenses

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS  
  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
WIB (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-1787

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM JUVENILE COURT FUND #11011240, PROBATE COURT FUND #11011250 JUVENILE PROBATION FUND #11012500, JUVENILE DETENTION FUND #11012600 INTO COMMISSIONERS GRANTS FUND #11011112 AND AN OPERATIONAL TRANSFER FROM COMMISSIONERS GRANTS FUND #11011112 INTO JUVENILE TREATMENT CENTER FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments and operational transfer:

### Appropriation Adjustment

\$ 4,000.00	from	#11011240-5102	(Juvenile Court – Reg Salaries)
\$ 4,000.00	from	#11011240-5133	(Juvenile Court – Transcripts)
\$ 3,000.00	from	#11011240-5410	(Juvenile Court – Contracts BOCC App)
\$20,000.00	from	#11011240-5415	(Juvenile Court – Juvenile Ct Atty Indigent)
\$ 5,000.00	from	#11011240-5820	(Juvenile Court – Health Ins)
\$ 3,000.00	from	#11011240-5830	(Juvenile Court -Workers Comp)
\$ 8,000.00	from	#11011250-5102	(Probate Court – Reg Salaries)
\$ 4,000.00	from	#11011250-5400	(Probate Court – Purchased Services)
\$ 5,000.00	from	#11011250-5410	(Probate Court – Contracts BOCC App)
\$ 8,000.00	from	#11012500-5102	(Juv Probation – Reg Salaries)
\$ 8,000.00	from	#11012500-5820	(Juv Probation – Health Ins)
\$70,000.00	from	#11012600-5102	(Juv Detention – Reg Salaries)
\$ 4,000.00	from	#11012600-5400	(Juv Detention – Purchased Services)
\$12,000.00	from	#11012600-5811	(Juv Detention – PERS)
\$60,000.00	from	#11012600-5820	(Juv Detention – Health Ins)
\$10,000.00	from	#11012600-5830	(Juv Detention – Worker’s Comp)
\$228,000.00	into	#11011112-5744	(Comm Grants – Mary Haven)

### Operational Transfer

\$228,000.00	from	#11011112-5744	(Comm. Grants – Mary Haven)
	Into	#2270-49001	(Juv. Treatment Ctr – Operating Transfer)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor    
Appropriation Adjustment File

Operational Transfer File  
Juvenile Court (file)

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

# Resolution

Number 19-1788

Adopted Date December 17, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COUNTY COMMISSIONERS'  
FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriations:

\$4,242.00	into	#11011110-5101	(BOCC Elected Officials)
\$400.00	into	#11011110-5811	(BOCC OPERS)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor      ✓  
Supplemental App. file  
Commissioners' file  
OMB

# Resolution

Number 19-1789

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL  
FUND #1101-1110 INTO INFORMATION TECHNOLOGY FUND #1101-1400

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners  
Fund #1101-1110 into Information Technology Fund #1101-1400 in order to process a sick and  
vacation leave payout for David Parry former employee of Information Technology:

\$6,886.00 from #1101-1110-5881 (Commissioners – Sick Leave Payout)  
into #1101-1400-5881 (Information Technology – Sick Leave Payout)

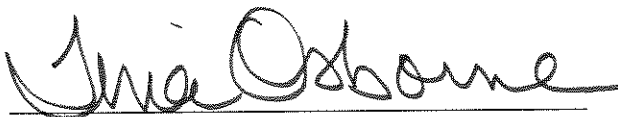
\$14,978.00 from #1101-1110-5882 (Commissioners - Vacation Leave Payout)  
into #1101-1400-5882 (Information Technology - Vacation Leave Payout)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor        ✓  
Appropriation Adjustment file  
Information Technology (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-1790

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Juvenile Detention Center Fund #11012600 in order to process a sick and vacation leave payout for Maynel Ulloa former employee of Juvenile Detention Center:

\$145.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention Center - Vacation Leave Payout)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor            ✓  
Appropriation Adjustment file  
Juvenile (file)  
OMB

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

# Resolution

Number 19-1791

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #11011160

BE IT RESOLVED, to approve the following appropriation adjustment:

\$16.00      from #11011160-5102      (regular salaries)  
              Into #11011160-5101      (elected official salary)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: Auditor            ✓  
      Appropriation Adjustment file  
      Recorder (file)

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

# Resolution

Number 19-1792

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND  
11012211

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County  
Sheriff's Office Funds 1101:

\$1100.00	from	11012211 5102	REGULAR SALARIES
	into	11012211 5114	OVERTIME

\$300.00	from	11012211 5102	REGULAR SALARIES
	into	11012211 5871	PERS

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> 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 19-1793

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT RECLAIM GRANT FUND #2247.

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court Reclaim Grant Fund #2247:

\$ 3,000.00 from 22471242-5210 (Supplies)  
Into 22471242-5102 (Regular Salaries)

\$ 1,500.00 from 22471242-5210 (Supplies)  
Into 22471242-5811 (PERS)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)



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

# Resolution

Number 19-1794

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURERS OFFICE FUND  
#2249

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50.00        from #22491130-5910        (Other Expense)  
              into #22491130-5820        (Health Ins)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
      Appropriation Adj. file  
      Treasurer (file)

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

# Resolution

Number 19-1795

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND  
11012200

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Funds 1101:

\$26,000.00	from	11012200 5102	REGULAR SALARIES
	into	11012200 5114	OVERTIME
\$14,000.00	from	11012210 5102	REGULAR SALARIES
	into	11012200 5114	OVERTIME

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> 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 19-1796

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00      from    #11011600-5820      (Fac Health & Life Insurance)  
                         into    #11011600-5871      (Fac Medicare)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> 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 19-1797

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT'S  
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 870.00 from #22501260 5830 (Workers Compensation)  
into #22501260 5820 (Health & Life Insurance)

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Clerk of Courts (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1798

Adopted Date December 17, 2019

## APPROVE 2020 ANNUAL APPROPRIATIONS

BE IT RESOLVED, to approve 2020 annual appropriations for funds 1101 to 6650 as attached hereto and made a part hereof.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Budget file  
Tina Osborne  
Tiffany Zindel  
Martin Russell

ACCOUNTS FOR:  
GENERAL FUND

2020  
APPROVED

11011110 COMMISSIONERS

11011110	5101	GENL BOCC ELECT OFFICIAL	\$	263,298.00
11011110	5102	GENL BOCC REG SALARIES	\$	328,585.00
11011110	5111	GENL BOCC PART TIME EMPLOYEES	\$	4,000.00
11011110	5114	GENL BOCC OVERTIME PAY	\$	500.00
11011110	5210	GENL BOCC MATERIAL & SUPPLIES	\$	170,000.00
11011110	5220	GENL BOCC OPERATING SUPPLIES	\$	-
11011110	5310	VEHICLES CAPITAL OUTLAY	\$	-
11011110	5317	GENL BOCC NON CAPITAL PURCHASE	\$	10,000.00
11011110	5318	DATA BD APPROV NON CAP	\$	-
11011110	5320	GENL BOCC CAPITAL PURCHASE	\$	61,073.00
11011110	5321	DT BD APR CAP BOCC	\$	-
11011110	5400	GENL BOCC PURCHASED SERVICES	\$	252,501.00
11011110	5410	CONTRACTS BOCC APPROVED	\$	-
11011110	5421	GENL BOCC RENT OR LEASE	\$	-
11011110	5460	GENL BOCC INSURANCE	\$	500.00
11011110	5511	GENL BOCC INTEREST	\$	41,974.00
11011110	5512	GENL BOCC PRINCIPAL	\$	870,000.00
11011110	5811	GENL BOCC PERS	\$	83,424.00
11011110	5820	GENL BOCC HEALTH & LIFE INS	\$	89,511.00
11011110	5830	GENL BOCC WORKERS COMP	\$	65,000.00
11011110	5840	GENL BOCC UNEMPLOYMENT COMP	\$	65,000.00
11011110	5850	GENL BOCC TRAINING & EDUCATION	\$	18,143.00
11011110	5860	GENL BOCC LIFE INSURANCE	\$	-
11011110	5871	GENL BOCC MEDICARE	\$	8,641.00
11011110	5881	GENL BOCC SICK LEAVE PAYOUT	\$	150,000.00
11011110	5882	GENL BOCC VAC LEAVE PAYOUT	\$	150,000.00
11011110	5901	GENL BOCC FEE SHARE STATE	\$	-
11011110	5902	GENL BOCC COUNTY RELATIONS	\$	-
11011110	5910	GENL BOCC OTHER EXPENSE	\$	504,041.00
11011110	5911	NON TAXABLE MEAL FRINGE	\$	-
11011110	5922	TAXABLE MEAL FRINGE	\$	-
11011110	5940	GENL BOCC TRAVEL	\$	-
11011110	5997	OPERATIONAL TRANSFERS	\$	-

TOTAL COMMISSIONERS \$ 3,136,191.00

11011111 BOCC GRANTS

11011111	5711	GENL BOCC GRANT APPEALS COURT	\$	136,000.00
11011111	5712	GENL BOCC GRANT DRUG TASK FORC	\$	141,769.00
11011111	5721	GENL BOCC GRANT OSU EXTENSION	\$	304,562.00
11011111	5722	GENL BOCC GRANT AGRIC SOCIETY	\$	26,425.00
11011111	5723	GENL BOCC GRANT SOIL & WATER	\$	280,000.00
11011111	5729	GENL BOCC GRANT WC PORT AUTHTY	\$	56,200.00

11011111	5735	GENL BOCC GRNT LOCAL COOP AGMT	\$	93,000.00
11011111	5739	GENL BOCC GRNT EDUCATL SVC CTR	\$	478,157.00
11011111	5745	GENL BOCC GRNT CRIPPLE CHLD SH	\$	651,976.00
11011111	5746	GENL BOCC GRANT HISTORICAL SOC	\$	53,500.00
11011111	5783	GENL BOCC GRANT HUMANE SOCIETY	\$	254,819.00
11011111	5784	GENL BOCC GRANT PARK DISTRICT	\$	-
11011111	5793	GENL BOCC GRANT REG PLANNING	\$	251,878.00
11011111	5797	GENL BOCC GRANT OKI SHARE	\$	75,000.00
11011111	5799	GENL BOCC GRANT AIRPORT AUTH	\$	75,800.00

TOTAL BOCC GRANTS \$ 2,879,086.00

11011112 BOCC OPERATING TRANSFERS

11011112	5703	GENL BOCC OT OTHER COUNTY GOVT	\$	23,657.00
11011112	5742	GENL BOCC OT HUMAN SVC MANDATE	\$	190,000.00
11011112	5744	GENL BOCC OT MARY HAVEN HOME	\$	966,800.00
11011112	5748	GENL BOCC OT CHILD SUPPORT INC	\$	286,664.00
11011112	5749	GENL BOCC OT CHILDREN SERVICES	\$	2,097,273.00
11011112	5785	GENL BOCC OT COUNTY CONSTRUCTN	\$	-
11011112	5786	GENL BOCC OT HAZMAT	\$	27,119.00
11011112	5787	GENL BOCC OT DOG & KENNEL	\$	-
11011112	5795	GENL BOCC OT EMERG MGMT AGENCY	\$	99,675.00
11011112	5796	GENL BOCC OT TRANSIT OPERATING	\$	-
11011112	5995	GENL BOCC OT REIMB INTEREST	\$	-
11011112	5997	GENL BOCC OT OPERATIONAL TRANS	\$	450,000.00

TOTAL BOCC OPERATING TRANSFE \$ 4,141,188.00

11011115 OFFICE MANAGEMENT BUDGET

11011115	5102	GENL OMB REGULAR SALARIES	\$	273,699.00
11011115	5114	GENL OMB OVERTIME PAY	\$	250.00
11011115	5210	GENL OMB MATERIAL & SUPPLIES	\$	5,000.00
11011115	5310	VEHICLES CAPITAL OUTLAY	\$	-
11011115	5317	GENL OMB NON CAPITAL PURCHASES	\$	10,000.00
11011115	5318	DATA BD APPROV NON CAP	\$	-
11011115	5321	DT BD APR CAP BOCC	\$	-
11011115	5400	GENL OMB PURCHASES SERVICES	\$	7,000.00
11011115	5410	CONTRACTS BOCC APPROVED	\$	-
11011115	5811	GENL OMB PERS	\$	38,318.00
11011115	5820	GENL OMB HEALTH & LIFE INS	\$	57,772.00
11011115	5850	GENL OMB TRAINING & EDUCATION	\$	37,500.00
11011115	5860	GENL OMB LIFE INSURANCE	\$	-
11011115	5871	GENL OMB MEDICARE	\$	3,969.00
11011115	5881	SICK LEAVE PAYOUT	\$	-
11011115	5882	VACATION LEAVE PAYOUT	\$	-
11011115	5910	GENL OMB OTHER EXPENSE	\$	13,452.00
11011115	5911	NON TAXABLE MEAL FRINGE	\$	-

11011115	5922	TAXABLE MEAL FRINGE	\$	-
11011115	5940	GENL OMB TRAVEL	\$	4,000.00

TOTAL	OFFICE MANAGEMENT BUDG		\$	450,960.00
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11011116 ECONOMIC DEVELOPMENT

11011116	5102	GENL ECON DEV REGULAR SALARIES	\$	153,531.00
11011116	5114	GENL ECON DEV OVERTIME	\$	-
11011116	5210	GENL ECON DEV MAT'L & SUPPLIES	\$	6,500.00
11011116	5220	GENL ECON DEV OPERATG SUPPLIES	\$	-
11011116	5317	GENL ECON DEV NON CAPITAL PURC	\$	5,500.00
11011116	5400	GENL ECON DEV PURCHASED SVCS	\$	14,678.00
11011116	5811	GENL ECON DEV PERS	\$	20,795.00
11011116	5820	GENL ECON DV HEALTH & LIFE INS	\$	19,306.00
11011116	5830	GENL ECON DEV WORKERS COMP	\$	2,971.00
11011116	5850	GENL ECON DEV TRAING & EDUCATN	\$	7,500.00
11011116	5860	GENL ECON DEV LIFE INSURANCE	\$	-
11011116	5871	GENL ECON DEV MEDICARE	\$	2,154.00
11011116	5881	SICK LEAVE PAYOUT	\$	-
11011116	5882	VACATION LEAVE PAYOUT	\$	-
11011116	5910	GENL ECON DEV OTHER EXPENSE	\$	122,065.00
11011116	5940	GENL ECON DEV TRAVEL	\$	-

TOTAL	ECONOMIC DEVELOPMENT		\$	355,000.00
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11011120 AUDITOR

11011120	5101	GENL AUDITOR ELECTED OFFICIALS	\$	104,666.00
11011120	5102	GENL AUDITOR REGULAR SALARIES	\$	719,913.00
11011120	5114	GENL AUDITOR OVERTIME PAY	\$	15,000.00
11011120	5210	GENL AUDIT MATERIAL & SUPPLIES	\$	16,000.00
11011120	5220	GENL AUDITR OPERATING SUPPLIES	\$	-
11011120	5317	GENL AUDITOR NON CAPITAL PURCH	\$	12,000.00
11011120	5318	DATA BD APPROV NON CAP	\$	5,000.00
11011120	5400	GENL AUDITOR PURCHASED SERVICE	\$	13,000.00
11011120	5410	CONTRACTS BOCC APPROVED	\$	40,000.00
11011120	5460	GENL AUDITOR INSURANCE	\$	1,200.00
11011120	5811	GENL AUDITOR PERS	\$	117,541.00
11011120	5820	GENL AUDITOR HEALTH & LIFE INS	\$	184,357.00
11011120	5830	GENL AUDITOR WORKERS COMP	\$	16,792.00
11011120	5840	UNEMPLOYMENT COMP	\$	-
11011120	5850	GENL AUDITOR TRAINING & EDUCTN	\$	8,000.00
11011120	5855	GENL AUDITOR CLOTHING-PERS EQ	\$	2,000.00
11011120	5860	GENL AUDITOR LIFE INSURANCE	\$	-
11011120	5871	GENL AUDITOR MEDICARE	\$	12,174.00
11011120	5881	SICK LEAVE PAYOUT	\$	-
11011120	5882	GENL AUDITOR VACATION PAYOUT	\$	-
11011120	5899	GENL AUDITOR DIRECT DEPOSIT	\$	4,500.00



11011120	5910	GENL AUDITOR OTHER EXPENSE	\$	4,300.00
11011120	5911	NON TAXABLE MEAL FRINGE	\$	700.00
11011120	5936	GENL AUDITOR INS LOSS CLAIM	\$	-
11011120	5940	GENL AUDITOR TRAVEL	\$	-
TOTAL	AUDITOR		\$	1,277,143.00

11011130 TREASURER				
11011130	5101	GENL TREAS ELECTED OFFICIALS	\$	75,273.00
11011130	5102	GENL TREAS REGULAR SALARIES	\$	429,268.00
11011130	5111	GENL TREAS PART TIME EMPLOYEES	\$	-
11011130	5114	GENL TREAS OVERTIME PAY	\$	15,000.00
11011130	5210	GENL TREAS MATERIAL & SUPPLIES	\$	12,000.00
11011130	5220	GENL TREAS OPERATING SUPPLIES	\$	-
11011130	5317	GENL TREAS NON CAPITAL PURCHAS	\$	15,000.00
11011130	5400	GENL TREAS PURCHASED SERVICES	\$	15,000.00
11011130	5421	GENL TREAS RENT OR LEASE	\$	-
11011130	5811	GENL TREAS PERS	\$	60,100.00
11011130	5820	GENL TREAS HEALTH & LIFE INS	\$	102,570.00
11011130	5830	GENL TREAS WORKERS COMP	\$	90,000.00
11011130	5860	GENL TREAS LIFE INSURANCE	\$	-
11011130	5871	GENL TREAS MEDICARE	\$	6,225.00
11011130	5881	SICK LEAVE PAYOUT	\$	-
11011130	5882	VACATION LEAVE PAYOUT	\$	-
11011130	5910	GENL TREAS OTHER EXPENSE	\$	10,000.00
11011130	5940	GENL TREAS TRAVEL	\$	-
TOTAL	TREASURER		\$	830,436.00

11011150 PROSECUTOR				
11011150	5101	GENL PROS ELECTED OFFICIALS	\$	140,638.00
11011150	5102	GENL PROS REGULAR SALARIES	\$	2,088,065.00
11011150	5111	GENL PROS PART TIME EMPLOYEES	\$	-
11011150	5210	GENL PROS MATERIAL & SUPPLIES	\$	29,016.00
11011150	5220	GENL PROS OPERATING SUPPLIES	\$	-
11011150	5310	VEHICLES CAPITAL OUTLAY	\$	-
11011150	5317	GENL PROS NON CAPITAL PURCHASE	\$	6,000.00
11011150	5318	DATA BD APPROV NON CAP	\$	-
11011150	5320	GENL PROS CAPITAL PURCHASES	\$	-
11011150	5321	DT BD APR CAP BOCC	\$	-
11011150	5400	GENL PROS PURCHASED SERVICES	\$	33,113.00
11011150	5410	CONTRACTS BOCC APPROVED	\$	53,513.00
11011150	5460	GENL PROS INSURANCE	\$	400.00
11011150	5811	GENL PROS PERS	\$	312,018.00
11011150	5820	GENL PROS HEALTH & LIFE INS	\$	372,024.00
11011150	5830	GENL PROS WORKERS COMP	\$	33,431.00
11011150	5840	GENL PROS UNEMPLOYMENT COMP	\$	20,795.00

11011150	5850	GENL PROS TRAINING/EDUCATION	\$	5,000.00
11011150	5860	GENL PROS LIFE INSURANCE	\$	-
11011150	5871	GENL PROS MEDICARE	\$	32,316.00
11011150	5881	GENL PROS SICK LEAVE PAYOUT	\$	-
11011150	5882	GENL PROS VAC LEAVE PAYOUT	\$	-
11011150	5910	GENL PROS OTHER EXPENSE	\$	31,476.00
11011150	5911	NON TAXABLE MEAL FRINGE	\$	-
11011150	5920	GENL PROS ALLOWANCES	\$	70,319.00
11011150	5922	TAXABLE MEAL FRINGE	\$	-
11011150	5940	GENL PROS TRAVEL	\$	-

TOTAL PROSECUTOR \$ 3,228,124.00

11011160 RECORDER

11011160	5101	GENL RECORDR ELECTED OFFICIALS	\$	71,951.00
11011160	5102	GENL RECORDR REGULAR SALARIES	\$	460,000.00
11011160	5111	GENL RECORDR PART TIME EMPLOYE	\$	-
11011160	5210	GENL RECORDR MATERIAL & SUPPLY	\$	3,000.00
11011160	5220	GENL RECORDR OPERATING SUPPLY	\$	-
11011160	5317	GENL RECORDR NON CAPITAL PURCH	\$	-
11011160	5811	GENL RECORDR PERS	\$	80,000.00
11011160	5820	GENL RECORDR HEALTH & LIFE INS	\$	94,000.00
11011160	5830	GENL RECORDR WORKERS COMP	\$	9,000.00
11011160	5850	GENL RECORDR TRAINING/EDUCATN	\$	1,500.00
11011160	5855	GENL RECORDR CLOTHING/PERS EQ	\$	1,000.00
11011160	5860	GENL RECORDR LIFE INSURANCE	\$	-
11011160	5871	GENL RECORDR MEDICARE	\$	8,000.00
11011160	5881	GENL RECORDR SICK LEAVE PAYOUT	\$	-
11011160	5882	GENL RECORDR VAC LEAVE PAYOUT	\$	-
11011160	5910	GENL RECORDR OTHER EXPENSE	\$	7,000.00
11011160	5940	GENL RECORDR TRAVEL	\$	-

TOTAL RECORDER \$ 735,451.00

11011220 COURT OF COMMON PLEAS

11011220	5101	COMM PLEAS ELECTED OFFICIALS	\$	42,000.00
11011220	5102	COMM PLEAS REGULAR SALARIES	\$	1,247,305.00
11011220	5111	COMM PLEAS PART TIME EMPLOYEES	\$	-
11011220	5130	COMM PLEAS COURT REFEREE	\$	-
11011220	5131	COMM PLEAS COURT REPORTER	\$	-
11011220	5133	COM PLEAS CO DERIVED TRANSCRIPT	\$	52,130.00
11011220	5152	COMM PLEAS JURY	\$	-
11011220	5160	COMM PLEAS VISITING JUDGES	\$	3,000.00
11011220	5181	COM PLEAS CT REPORTER CONTRACT	\$	-
11011220	5199	OTHERS PERSONAL SERVICES	\$	2,000.00
11011220	5210	COMM PLEAS MATERIAL & SUPPLIES	\$	18,000.00
11011220	5220	COMM PLEAS OPERATING SUPPLIES	\$	-

11011220	5317	COM PLEAS NON CAPITAL PURCHASE	\$	-
11011220	5320	COMM PLEAS CAPITAL PURCHASE	\$	10,000.00
11011220	5400	COMM PLEAS PURCHASED SERVICES	\$	95,000.00
11011220	5415	COMM PLEAS ATTORNEY-INDIGENT	\$	450,000.00
11011220	5421	COMM PLEAS RENT OR LEASE	\$	-
11011220	5441	JURY/WITN/INTERP FEE	\$	77,000.00
11011220	5442	COMM PLEAS WITNESS FEE	\$	-
11011220	5811	COMM PLEAS PERS	\$	175,000.00
11011220	5820	COMM PLEAS HEALTH & LIFE INS	\$	260,000.00
11011220	5830	COM PLEAS WORKERS COMPENSATION	\$	1,500.00
11011220	5850	COMM PLEAS TRAINING/EDUCATION	\$	4,000.00
11011220	5855	COM PLEAS CLOTHG/PERSNAL EQUIP	\$	-
11011220	5860	COMM PLEAS LIFE INSURANCE	\$	-
11011220	5871	COMM PLEAS MEDICARE	\$	18,763.00
11011220	5882	COMM PLEAS VACATION PAYOUT	\$	-
11011220	5910	COMM PLEAS OTHER EXPENSE	\$	8,500.00
11011220	5911	NON TAXABLE MEAL FRINGE	\$	2,500.00
11011220	5922	TAXABLE MEAL FRINGE	\$	500.00
11011220	5940	COMM PLEAS TRAVEL	\$	-

TOTAL COURT OF COMMON PLEAS \$ 2,467,198.00

11011221 COMMON PLEAS CT CAPITAL CASES

11011221	5400	CP CAPITAL PURCHASED SERVICES	\$	55,000.00
11011221	5415	CP CAPITAL ATTORNEY-INDIGENT	\$	195,000.00
11011221	5418	CP CAPTL ATY-INDIGENT CAP CASE	\$	-
11011221	5441	CP CAPITAL JURY/WITNESS FEE	\$	10,000.00
11011221	5910	CP CAPITAL OTHER EXPENSE	\$	5,000.00

TOTAL COMMON PLEAS CT CAPITA \$ 265,000.00

11011222 CPC-PRETRIAL SERVICES

11011222	5102	CP PRETRIAL REGULAR SALARIES	\$	-
11011222	5210	CP PRETRIAL MAT'L & SUPPLIES	\$	-
11011222	5220	CP PRETRIAL OPERATING SUPPLIES	\$	-
11011222	5317	CP PRETRIAL NON CAPITAL PURCH	\$	-
11011222	5400	CP PRETRIAL PURCHASED SERVICES	\$	-
11011222	5421	CP PRETRIAL RENT OR LEASE	\$	-
11011222	5460	CP PRETRIAL INSURANCE	\$	-
11011222	5811	CP PRETRIAL PERS	\$	-
11011222	5820	CP PRETRIAL HEALTH & LIFE INS	\$	-
11011222	5850	CP PRETRIAL TRAINING/EDUCATION	\$	-
11011222	5860	CP PRETRIAL LIFE INSURANCE	\$	-
11011222	5871	CP PRETRIAL MEDICARE	\$	-
11011222	5882	CP PRETRIAL VACATION PAYOUT	\$	-
11011222	5910	CP PRETRIAL OTHER EXPENSE	\$	-
11011222	5940	CP PRETRIAL TRAVEL	\$	-

TOTAL CPC-PRETRIAL SERVICES \$ -

11011223 COMMON PLEAS COURT SERVICES

11011223	5102	CP PROB REGULAR SALARIES	\$	1,663,425.00
11011223	5210	CP PROB MATERIAL & SUPPLIES	\$	30,000.00
11011223	5220	CP PROB OPERATING SUPPLIES	\$	-
11011223	5317	CP PROB NON CAPITAL PURCHASE	\$	-
11011223	5400	CP PROB PURCHASED SERVICES	\$	38,000.00
11011223	5460	CP PROB INSURANCE	\$	2,600.00
11011223	5811	CP PROB PERS	\$	238,052.00
11011223	5820	CP PROB HEALTH & LIFE INSURANC	\$	334,409.00
11011223	5830	CP PROB WORKERS COMPENSATION	\$	3,500.00
11011223	5840	CP PROB UNEMPLOYMENT COMPENSTN	\$	-
11011223	5850	CP PROB TRAINING/EDUCATION	\$	7,000.00
11011223	5855	CP PROB CLOTHING/PERSONAL EQUI	\$	4,000.00
11011223	5860	CP PROB LIFE INSURANCE	\$	-
11011223	5871	CP PROB MEDICARE	\$	24,669.00
11011223	5881	CP PROB SICK LEAVE PAYOUT	\$	-
11011223	5882	CP PROB VACATION LEAVE PAYOUT	\$	-
11011223	5910	OTHER EXPENSE	\$	4,000.00
11011223	5911	NON TAXABLE MEAL FRINGE	\$	1,300.00
11011223	5922	TAXABLE MEAL FRINGE	\$	200.00
11011223	5940	CP PROB TRAVEL	\$	-

TOTAL COMMON PLEAS COURT SER \$ 2,351,155.00

11011224 COMMON PLEAS COMMUNITY CORRCTN

11011224	5102	CP COMM CORR REGULAR SALARIES	\$	-
11011224	5210	CP COMM CORR MAT'L & SUPPLIES	\$	-
11011224	5220	CP COMM CORR OPERATG SUPPLIES	\$	-
11011224	5320	CP COMM CORR CAPITAL PURCHASE	\$	-
11011224	5400	CP COMM CORR PURCHASED SERVICE	\$	-
11011224	5460	CP COMM CORR INSURANCE	\$	-
11011224	5811	CP COMM CORR PERS	\$	-
11011224	5820	CP COMM CORR HEALTH & LIFE INS	\$	-
11011224	5830	CP COMM CORR WORKERS COMP	\$	-
11011224	5850	CP COMM CORR TRAINING/EDUCATN	\$	-
11011224	5855	CP COMM CORR CLOTHG/PERS EQUIP	\$	-
11011224	5860	CP COMM CORR LIFE INSURANCE	\$	-
11011224	5871	CP COMM CORR MEDICARE	\$	-
11011224	5881	CP COMM CORR SICK LEAVE PAYOUT	\$	-
11011224	5882	CP COMM CORR VACATION PAYOUT	\$	-
11011224	5910	CP COMM CORR OTHER EXPENSE	\$	-
11011224	5940	CP COMM CORR TRAVEL	\$	-

TOTAL COMMON PLEAS COMMUNITY \$ -

11011230 COURT OF DOMESTIC RELATIONS

11011230	5101	DOM REL ELECTED OFFICIALS	\$	14,000.00
11011230	5102	DOM REL REGULAR SALARIES	\$	762,300.00
11011230	5111	DOM REL PART TIME EMPLOYEES	\$	-
11011230	5130	DOM REL COURT REFEREE	\$	-
11011230	5160	DOM REL VISITING JUDGES	\$	1,500.00
11011230	5210	DOM REL MATERIAL & SUPPLIES	\$	7,575.00
11011230	5317	DOM REL NON CAPITAL PURCHASE	\$	6,000.00
11011230	5318	DATA BD APPROV NON CAP	\$	-
11011230	5321	DT BD APR CAP BOCC	\$	-
11011230	5400	DOM REL PURCHASED SERVICES	\$	24,900.00
11011230	5415	DOM REL ATTORNEY-INDIGENT	\$	30,000.00
11011230	5811	DOM REL PERS	\$	106,722.00
11011230	5820	DOM REL HEALTH & LIFE INSURANC	\$	139,000.00
11011230	5850	DOM REL TRAINING/EDUCATION	\$	2,150.00
11011230	5855	DOM REL CLOTHING/PERSONL EQUIP	\$	150.00
11011230	5860	DOM REL LIFE INSURANCE	\$	-
11011230	5871	DOM REL MEDICARE	\$	11,300.00
11011230	5882	DOM REL VACATION LEAVE PAYOUT	\$	-
11011230	5910	DOM REL OTHER EXPENSE	\$	39,948.00
11011230	5911	NON TAXABLE MEAL FRINGE	\$	500.00
11011230	5940	DOM REL TRAVEL	\$	-

TOTAL COURT OF DOMESTIC RELA \$ 1,146,045.00

11011240 JUVENILE COURT

11011240	5102	JUV CT REGULAR SALARIES	\$	1,048,246.00
11011240	5130	JUV CT COURT REFEREE	\$	-
11011240	5133	JUV CT CO DERIVED TRANSCRIPT	\$	31,000.00
11011240	5160	JUV CT VISITING JUDGES	\$	-
11011240	5210	JUV CT MATERIAL & SUPPLIES	\$	24,000.00
11011240	5220	JUV CT OPERATING SUPPLIES	\$	-
11011240	5317	JUV CT NON CAPITAL PURCHASE	\$	1,500.00
11011240	5318	DATA BD APPROV NON CAP	\$	-
11011240	5321	DT BD APR CAP BOCC	\$	-
11011240	5400	JUV CT PURCHASED SERVICES	\$	39,750.00
11011240	5410	CONTRACTS BOCC APPROVED	\$	100,000.00
11011240	5415	JUV CT ATTORNEY-INDIGENT	\$	583,000.00
11011240	5421	JUV CT RENT OR LEASE	\$	-
11011240	5441	JURY/WITN/INTERP FEES	\$	250.00
11011240	5811	JUV CT PERS	\$	146,754.00
11011240	5820	JUV CT HEALTH & LIFE INSURANCE	\$	227,367.00
11011240	5830	JUV CT WORKERS COMPENSATION	\$	1,000.00
11011240	5850	JUV CT TRAINING/EDUCATION	\$	600.00
11011240	5855	JUV CT CLOTHING/PERSONAL EQUIP	\$	250.00
11011240	5860	JUV CT LIFE INSURANCE	\$	-

11011240	5871	JUV CT MEDICARE	\$	15,736.00
11011240	5881	JUV CT SICK LEAVE PAYOUT	\$	-
11011240	5882	JUV CT VACATION LEAVE PAYOUT	\$	-
11011240	5910	JUV CT OTHER EXPENSE	\$	1,000.00
11011240	5911	NON TAXABLE MEAL FRINGE	\$	300.00
11011240	5922	TAXABLE MEAL FRINGE	\$	92.00
11011240	5940	JUV CT TRAVEL	\$	-
11011240	5991	JUV CT REIMBURSEMENT	\$	250.00

TOTAL JUVENILE COURT \$ 2,221,095.00

11011250 PROBATE COURT

11011250	5101	PROBATE ELECTED OFFICIALS	\$	14,000.00
11011250	5102	PROBATE REGULAR SALARIES	\$	379,851.00
11011250	5111	PROBATE PART TIME EMPLOYEES	\$	-
11011250	5160	PROBATE VISITING JUDGES	\$	500.00
11011250	5210	PROBATE MATERIAL & SUPPLIES	\$	48,000.00
11011250	5220	PROBATE OPERATING SUPPLIES	\$	-
11011250	5317	PROBATE NON CAPITAL PURCHASE	\$	1,500.00
11011250	5318	DATA BD APPROV NON CAP	\$	2,000.00
11011250	5320	CAPITAL PURCHASES	\$	-
11011250	5321	DT BD APR CAP BOCC	\$	-
11011250	5400	PROBATE PURCHASED SERVICES	\$	35,000.00
11011250	5410	CONTRACTS BOCC APPROVED	\$	5,000.00
11011250	5421	PROBATE RENT OR LEASE	\$	-
11011250	5811	PROBATE PERS	\$	56,958.00
11011250	5820	PROBATE HEALTH & LIFE INSURANC	\$	138,861.00
11011250	5830	PROBATE WORKERS COMPENSATION	\$	4,000.00
11011250	5850	PROBATE TRAINING/EDUCATION	\$	750.00
11011250	5855	PROBATE CLOTHING/PERSONL EQUIP	\$	-
11011250	5860	PROBATE LIFE INSURANCE	\$	-
11011250	5871	PROBATE MEDICARE	\$	5,899.00
11011250	5882	PROBATE VACATION LEAVE PAYOUT	\$	-
11011250	5910	PROBATE OTHER EXPENSE	\$	1,000.00
11011250	5911	NON TAXABLE MEAL FRINGE	\$	150.00
11011250	5922	TAXABLE MEAL FRINGE	\$	100.00
11011250	5940	PROBATE TRAVEL	\$	-

TOTAL PROBATE COURT \$ 693,569.00

11011260 CLERK OF COURT OF COMMON PLEAS

11011260	5101	CLK CT CP ELECTED OFFICIALS	\$	75,273.00
11011260	5102	CLK CT CP REGULAR SALARIES	\$	611,913.00
11011260	5210	CLK CT CP MATERIAL & SUPPLIES	\$	215,000.00
11011260	5317	CLK CT CP NON CAPITAL PURCHASE	\$	10,000.00
11011260	5400	CLK CT CP PURCHASED SERVICES	\$	22,000.00
11011260	5811	CLK CT CP PERS	\$	96,207.00

11011260	5820	CLK CT CP HEALTH & LIFE INSURA	\$	183,239.00
11011260	5830	CLK CT CP WORKERS COMPENSATION	\$	13,744.00
11011260	5840	UNEMPLOYMENT COMP	\$	-
11011260	5850	CLK CT CP TRAINING/EDUCATION	\$	1,000.00
11011260	5871	CLK CT CP MEDICARE	\$	9,965.00
11011260	5881	CLK CT CP SICK LEAVE PAYOUT	\$	-
11011260	5882	CLK CT CP VACATION PAYOUT	\$	-
11011260	5910	CLK CT CP OTHER EXPENSE	\$	10,500.00

TOTAL	CLERK OF COURT OF COMM		\$	1,248,841.00
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11011271 FRANKLIN MUNICIPAL

11011271	5101	FRANK ELECTED OFFICIALS	\$	14,800.00
11011271	5102	FRANK REGULAR SALARIES	\$	48,000.00
11011271	5142	FRANK ACTING JUDGES PAYROLL	\$	4,500.00
11011271	5155	FRANK PERSONAL SERVICES REIMB	\$	-
11011271	5162	FRANK ACTING JUDGES GEN WARRNT	\$	1,200.00
11011271	5400	FRANK PURCHASED SERVICES	\$	-
11011271	5415	FRANK ATTORNEY-INDIGENT	\$	13,000.00
11011271	5811	FRANK PERS	\$	12,000.00
11011271	5820	FRANK HEALTH & LIFE INSURANCE	\$	6,320.00
11011271	5871	FRANK MEDICARE	\$	2,860.00

TOTAL	FRANKLIN MUNICIPAL		\$	102,680.00
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11011272 LEBANON MUNICIPAL

11011272	5101	LEBANON ELECTED OFFICIALS	\$	14,800.00
11011272	5102	LEBANON REGULAR SALARIES	\$	34,505.00
11011272	5142	LEBANON ACTING JUDGES PAYROLL	\$	4,000.00
11011272	5155	LEBANON PERSONAL SERVICE REIMB	\$	25,750.00
11011272	5162	LEBAN ACTING JUDGES GEN WARRNT	\$	2,500.00
11011272	5811	LEBANON PERS	\$	10,200.00
11011272	5820	LEBANON HEALTH & LIFE INSURANC	\$	12,000.00
11011272	5830	WORKERS COMPENSATION	\$	1,200.00
11011272	5871	LEBANON MEDICARE	\$	1,600.00

TOTAL	LEBANON MUNICIPAL		\$	106,555.00
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11011273 MASON MUNICIPAL

11011273	5101	MASON ELECTED OFFICIALS	\$	25,300.00
11011273	5102	MASON REGULAR SALARIES	\$	102,000.00
11011273	5130	MASON COURT REFEREE	\$	-
11011273	5142	MASON ACTING JUDGES PAYROLL	\$	6,000.00
11011273	5400	MASON PURCHASED SERVICES	\$	3,000.00
11011273	5415	MASON ATTORNEY-INDIGENT	\$	115,000.00
11011273	5811	MASON PERS	\$	19,500.00
11011273	5820	MASON HEALTH & LIFE INSURANCE	\$	15,000.00

11011273	5871	MASON MEDICARE	\$	2,600.00
TOTAL	MASON MUNICIPAL		\$	288,400.00

11011276 CRIMINAL PROSECUTORS

11011276	5102	GEN CRIMINAL PROS REG SALARY	\$	45,000.00
11011276	5811	GEN CRIMINAL PROS PERS	\$	6,301.00
11011276	5820	HEALTH & LIFE INSURANCE	\$	-
11011276	5871	GEN CRIMINAL PROS MEDICARE	\$	653.00

TOTAL	CRIMINAL PROSECUTORS		\$	51,954.00
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11011280 COUNTY COURT

11011280	5101	CO CT ELECTED OFFICIALS	\$	76,500.00
11011280	5102	CO CT REGULAR SALARIES	\$	157,850.00
11011280	5114	CO CT OVERTIME PAY	\$	-
11011280	5141	CO CT ACTG JUDGE NO SUPCT ORDR	\$	2,500.00
11011280	5142	CO CT ACTING JUDGES PAYROLL	\$	2,800.00
11011280	5210	CO CT MATERIAL & SUPPLIES	\$	6,720.00
11011280	5220	CO CT OPERATING SUPPLIES	\$	-
11011280	5317	NON CAPITAL PURCHASES	\$	-
11011280	5400	CO CT PURCHASED SERVICES	\$	23,000.00
11011280	5415	CO CT ATTORNEY-INDIGENT	\$	48,125.00
11011280	5441	CO CT JURY/WITNESS FEE	\$	4,200.00
11011280	5442	CO CT WITNESS FEE	\$	-
11011280	5448	CO CT JURY MEALS & LODGING	\$	-
11011280	5811	CO CT PERS	\$	33,825.00
11011280	5820	CO CT HEALTH & LIFE INSURANCE	\$	70,000.00
11011280	5830	CO CT WORKERS COMPENSATION	\$	4,530.00
11011280	5850	CO CT TRAINING/EDUCATION	\$	2,800.00
11011280	5855	CO CT CLOTHING/PERSONAL EQUIP	\$	600.00
11011280	5860	CO CT LIFE INSURANCE	\$	-
11011280	5871	CO CT MEDICARE	\$	3,300.00
11011280	5882	VACATION LEAVE PAYOUT	\$	-
11011280	5910	CO CT OTHER EXPENSE	\$	5,700.00
11011280	5911	NON TAXABLE MEAL FRINGE	\$	400.00
11011280	5940	CO CT TRAVEL	\$	-

TOTAL	COUNTY COURT		\$	442,850.00
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11011282 CLERK COUNTY COURT

11011282	5101	CLK COCT ELECTED OFFICIALS	\$	18,819.00
11011282	5102	CLK COCT REGULAR SALARIES	\$	377,213.00
11011282	5114	CLK COCT OVERTIME PAY	\$	10,000.00
11011282	5210	CLK COCT MATERIAL & SUPPLIES	\$	23,000.00
11011282	5317	CLK COCT NON CAPITAL PURCHASE	\$	13,800.00
11011282	5400	CLK COCT PURCHASED SERVICES	\$	4,000.00



11011282	5811	CLK COCT PERS	\$	56,845.00
11011282	5820	CLK COCT HEALTH & LIFE INSURAN	\$	111,496.00
11011282	5830	CLK COCT WORKERS COMPENSATION	\$	8,121.00
11011282	5850	CLK COCT TRAINING/EDUCATION	\$	3,000.00
11011282	5871	CLK COCT MEDICARE	\$	5,888.00
11011282	5882	VACATION LEAVE PAYOUT	\$	-
11011282	5910	CLK COCT OTHER EXPENSE	\$	6,000.00

TOTAL CLERK COUNTY COURT \$ 638,182.00

11011283 COUNTY COURT PROBATION

11011283	5102	COCT PROB REGULAR SALARIES	\$	200,000.00
11011283	5210	COCT PROB MATERIAL & SUPPLIES	\$	9,400.00
11011283	5220	COCT PROB OPERATING SUPPLIES	\$	-
11011283	5317	NON CAPITAL PURCHASES	\$	-
11011283	5400	COCT PROB PURCHASED SERVICES	\$	2,050.00
11011283	5811	COCT PROB PERS	\$	28,000.00
11011283	5820	COCT PROB HEALTH & LIFE INS	\$	57,000.00
11011283	5830	COCT PROB WORKERS COMPENSATION	\$	4,000.00
11011283	5850	COCT PROB TRAINING/EDUCATION	\$	2,900.00
11011283	5855	COCT PROB CLOTHG/PERSONL EQUIP	\$	1,000.00
11011283	5860	COCT PROB LIFE INSURANCE	\$	-
11011283	5871	COCT PROB MEDICARE	\$	2,900.00
11011283	5881	COCT PROB SICK LEAVE PAYOUT	\$	-
11011283	5882	COCT PROB VACATION PAYOUT	\$	-
11011283	5910	COCT PROB OTHER EXPENSE	\$	3,000.00
11011283	5911	NON TAXABLE MEAL FRINGE	\$	100.00
11011283	5940	COCT PROB TRAVEL	\$	-

TOTAL COUNTY COURT PROBATION \$ 310,350.00

11011292 NOTARY PUBLIC

11011292	5102	NOTARY REGULAR SALARIES	\$	6,055.00
11011292	5210	NOTARY MATERIAL & SUPPLIES	\$	3,600.00
11011292	5220	NOTARY OPERATING SUPPLIES	\$	-
11011292	5811	NOTARY PERS	\$	850.00
11011292	5820	HEALTH & LIFE INSURANCE	\$	450.00
11011292	5830	NOTARY WORKERS COMPENSATION	\$	115.00
11011292	5871	NOTARY MEDICARE	\$	86.00

TOTAL NOTARY PUBLIC \$ 11,156.00

11011300 BOARD OF ELECTIONS

11011300	5102	BOE REGULAR SALARIES	\$	590,174.00
11011300	5108	BOE ELECTION BOARD	\$	65,000.00
11011300	5111	BOE PART TIME EMPLOYEES	\$	-
11011300	5114	BOE OVERTIME PAY	\$	75,000.00

11011300	5151	BOE ELECTION POLL WORKERS	\$	192,000.00
11011300	5210	BOE MATERIAL & SUPPLIES	\$	192,400.00
11011300	5220	BOE OPERATING SUPPLIES	\$	-
11011300	5317	BOE NON CAPITAL PURCHASE	\$	15,000.00
11011300	5320	CAPITAL PURCHASES	\$	-
11011300	5400	BOE PURCHASED SERVICES	\$	160,374.00
11011300	5421	BOE RENT OR LEASE	\$	-
11011300	5811	BOE PERS	\$	98,000.00
11011300	5820	BOE HEALTH & LIFE INSURANCE	\$	169,000.00
11011300	5830	BOE WORKERS COMPENSATION	\$	7,400.00
11011300	5840	UNEMPLOYMENT COMP	\$	-
11011300	5850	BOE TRAINING/EDUCATION	\$	54,000.00
11011300	5855	BOE CLOTHING/PERSONAL EQUIPMEN	\$	500.00
11011300	5860	BOE LIFE INSURANCE	\$	-
11011300	5871	BOE MEDICARE	\$	11,700.00
11011300	5882	BOE VACATION LEAVE PAYOUT	\$	-
11011300	5910	BOE OTHER EXPENSE	\$	21,475.00
11011300	5940	BOE TRAVEL	\$	-

TOTAL BOARD OF ELECTIONS \$ 1,652,023.00

11011301 SPECIAL ELECTIONS

11011301	5111	BOE SPEC PART TIME EMPLOYEES	\$	-
11011301	5151	BOE SPEC ELECTION POLL WORKERS	\$	48,500.00
11011301	5210	MATERIAL & SUPPLIES	\$	22,425.00
11011301	5220	BOE SPEC OPERATING SUPPLIES	\$	-
11011301	5400	BOE SPEC PURCHASED SERVICES	\$	2,800.00
11011301	5421	BOE SPEC RENT OR LEASE	\$	-
11011301	5910	OTHER EXPENSE	\$	1,500.00
11011301	5940	BOE SPEC TRAVEL	\$	-

TOTAL SPECIAL ELECTIONS \$ 75,225.00

11011400 INFORMATION TECHNOLOGY CENTER

11011400	5102	IT REGULAR SALARIES	\$	1,371,219.00
11011400	5111	IT PART TIME EMPLOYEES	\$	-
11011400	5114	IT OVERTIME PAY	\$	10,000.00
11011400	5210	IT MATERIAL & SUPPLIES	\$	20,000.00
11011400	5220	IT OPERATING SUPPLIES	\$	-
11011400	5317	IT NON CAPITAL PURCHASE	\$	180,000.00
11011400	5318	DATA BD APPROV NON CAP	\$	100,000.00
11011400	5320	IT CAPITAL PURCHASE	\$	50,000.00
11011400	5321	DT BD APR CAP BOCC	\$	325,000.00
11011400	5400	IT PURCHASED SERVICES	\$	883,000.00
11011400	5460	IT INSURANCE	\$	824.00
11011400	5811	IT PERS	\$	193,371.00
11011400	5820	IT HEALTH & LIFE INSURANCE	\$	210,457.00

11011400	5830	IT WORKERS COMPENSATION	\$	5,000.00
11011400	5840	IT UNEMPLOYMENT COMPENSATION	\$	-
11011400	5850	IT TRAINING/EDUCATION	\$	40,000.00
11011400	5860	IT LIFE INSURANCE	\$	-
11011400	5871	IT MEDICARE	\$	20,028.00
11011400	5881	SICK LEAVE PAYOUT	\$	-
11011400	5882	VACATION LEAVE PAYOUT	\$	-
11011400	5910	IT OTHER EXPENSE	\$	3,453.00
11011400	5940	IT TRAVEL	\$	-

TOTAL INFORMATION TECHNOLOGY \$ 3,412,352.00

11011401 GIS

11011401	5102	GIS REGULAR SALARIES	\$	318,368.00
11011401	5111	GIS PART TIME EMPLOYEES	\$	-
11011401	5114	GIS OVERTIME PAY	\$	500.00
11011401	5210	GIS MATERIAL & SUPPLIES	\$	6,000.00
11011401	5220	GIS OPERATING SUPPLIES	\$	-
11011401	5317	GIS NON CAPITAL PURCHASE	\$	12,200.00
11011401	5318	DATA BD APPROV NON CAP	\$	55,000.00
11011401	5321	DT BD APR CAP BOCC	\$	-
11011401	5400	GIS PURCHASED SERVICES	\$	100,000.00
11011401	5811	GIS PERS	\$	45,000.00
11011401	5820	GIS HEALTH & LIFE INSURANCE	\$	55,755.00
11011401	5830	GIS WORKERS COMPENSATION	\$	6,129.00
11011401	5850	GIS TRAINING/EDUCATION	\$	20,000.00
11011401	5860	GIS LIFE INSURANCE	\$	-
11011401	5871	GIS MEDICARE	\$	4,650.00
11011401	5882	GIS VACATION LEAVE PAYOUT	\$	-
11011401	5910	GIS OTHER EXPENSE	\$	1,000.00
11011401	5940	GIS TRAVEL	\$	-

TOTAL GIS \$ 624,602.00

11011500 RECORDS CENTER & ARCHIVES

11011500	5102	RECORDS REGULAR SALARIES	\$	268,000.00
11011500	5111	RECORDS PART TIME EMPLOYEES	\$	-
11011500	5210	RECORDS MATERIAL & SUPPLIES	\$	16,470.00
11011500	5220	RECORDS OPERATING SUPPLIES	\$	-
11011500	5317	RECORDS NON CAPITAL PURCHASE	\$	-
11011500	5320	RECORDS CAPITAL PURCHASE	\$	-
11011500	5400	RECORDS PURCHASED SERVICES	\$	39,280.00
11011500	5421	RECORDS RENT OR LEASE	\$	-
11011500	5460	RECORDS INSURANCE	\$	450.00
11011500	5811	RECORDS PERS	\$	37,520.00
11011500	5820	RECORDS HEALTH & LIFE INSURANC	\$	63,005.00
11011500	5850	RECORDS TRAINING/EDUCATION	\$	2,200.00

11011500	5855	RECORDS CLOTHING/PERSONL EQUIP	\$	300.00
11011500	5860	RECORDS LIFE INSURANCE	\$	-
11011500	5871	RECORDS MEDICARE	\$	3,886.00
11011500	5881	RECORDS SICK LEAVE PAYOUT	\$	-
11011500	5882	RECORDS VACATION LEAVE PAYOUT	\$	-
11011500	5910	RECORDS OTHER EXPENSE	\$	2,500.00
11011500	5940	RECORDS TRAVEL	\$	-
TOTAL	RECORDS CENTER & ARCHI		\$	433,611.00

11011600 FACILITIES MANAGEMENT

11011600	5102	FACMGMT REGULAR SALARIES	\$	1,602,797.00
11011600	5111	FACMGMT PART TIME EMPLOYEES	\$	-
11011600	5114	FACMGMT OVERTIME PAY	\$	60,000.00
11011600	5210	FACMGMT MATERIAL & SUPPLIES	\$	650,000.00
11011600	5220	FACMGMT OPERATING SUPPLIES	\$	-
11011600	5224	FACMGMT JANITORIAL SUPPLIES	\$	-
11011600	5310	VEHICLES CAPITAL OUTLAY	\$	100,000.00
11011600	5317	FACMGMT NON CAPITAL PURCHASE	\$	105,000.00
11011600	5318	DATA BD APPROV NON CAP	\$	-
11011600	5320	FACMGMT CAPITAL PURCHASE	\$	20,000.00
11011600	5321	DT BD APR CAP BOCC	\$	-
11011600	5400	FACMGMT PURCHASED SERVICES	\$	140,000.00
11011600	5410	CONTRACTS BOCC APPROVED	\$	170,000.00
11011600	5421	FACMGMT RENT OR LEASE	\$	-
11011600	5430	FACMGMT UTILITIES	\$	1,550,000.00
11011600	5460	FACMGMT INSURANCE	\$	3,000.00
11011600	5811	FACMGMT PERS	\$	232,792.00
11011600	5820	FACMGMT HEALTH & LIFE INSURANC	\$	438,980.00
11011600	5830	FACMGMT WORKERS COMPENSATION	\$	32,202.00
11011600	5840	FACMGMT UNEMPLOYMENT COMP	\$	6,000.00
11011600	5850	FACMGMT TRAINING/EDUCATION	\$	6,000.00
11011600	5855	FACMGMT CLOTHING/PERSONL EQUIP	\$	14,000.00
11011600	5860	FACMGMT LIFE INSURANCE	\$	-
11011600	5871	FACMGMT MEDICARE	\$	24,110.00
11011600	5881	SICK LEAVE PAYOUT	\$	-
11011600	5882	FACMGMT VACATION LEAVE PAYOUT	\$	-
11011600	5910	FACMGMT OTHER EXPENSE	\$	10,000.00
11011600	5940	FACMGMT TRAVEL	\$	-
TOTAL	FACILITIES MANAGEMENT		\$	5,164,881.00

11011620 GARAGE

11011620	5102	GARAGE REGULAR SALARIES	\$	288,418.00
11011620	5114	GARAGE OVERTIME PAY	\$	18,000.00
11011620	5210	GARAGE MATERIAL & SUPPLIES	\$	15,000.00
11011620	5220	GARAGE OPERATING SUPPLIES	\$	-

11011620	5317	GARAGE NON CAPITAL PURCHASE	\$	12,000.00
11011620	5400	GARAGE PURCHASED SERVICES	\$	14,842.00
11011620	5460	GARAGE INSURANCE	\$	500.00
11011620	5811	GARAGE PERS	\$	40,379.00
11011620	5820	GARAGE HEALTH & LIFE INSURANCE	\$	57,377.00
11011620	5830	GARAGE WORKERS COMPENSATION	\$	5,769.00
11011620	5850	GARAGE TRAINING/EDUCATION	\$	15,000.00
11011620	5855	GARAGE CLOTHING/PERSONAL EQUIP	\$	11,500.00
11011620	5860	GARAGE LIFE INSURANCE	\$	-
11011620	5871	GARAGE MEDICARE	\$	3,215.00
11011620	5881	GARAGE SICK LEAVE PAYOUT	\$	-
11011620	5882	GARAGE VACATION LEAVE PAYOUT	\$	-
11011620	5910	GARAGE OTHER EXPENSE	\$	1,500.00
11011620	5940	GARAGE TRAVEL	\$	-

TOTAL GARAGE \$ 483,500.00

11011750 TAX MAP DEPT

11011750	5102	TAXMAP REGULAR SALARIES	\$	265,000.00
11011750	5111	TAXMAP PART TIME EMPLOYEES	\$	-
11011750	5210	TAXMAP MATERIAL & SUPPLIES	\$	6,000.00
11011750	5317	TAXMAP NON CAPITAL PURCHASE	\$	10,788.00
11011750	5320	TAXMAP CAPITAL PURCHASE	\$	25,000.00
11011750	5400	TAXMAP PURCHASED SERVICES	\$	1,000.00
11011750	5811	TAXMAP PERS	\$	37,000.00
11011750	5820	TAXMAP HEALTH & LIFE INSURANCE	\$	53,000.00
11011750	5860	TAXMAP LIFE INSURANCE	\$	-
11011750	5871	TAXMAP MEDICARE	\$	4,000.00
11011750	5882	VACATION LEAVE PAYOUT	\$	-
11011750	5910	TAXMAP OTHER EXPENSE	\$	1,000.00
11011750	5940	TAXMAP TRAVEL	\$	-

TOTAL TAX MAP DEPT \$ 402,788.00

11011990 TAX SETTLEMENT FEES WITHHELD

11011990	5901	TAX SETTLE FEE SHARE STATE	\$	-
11011990	5909	TAX SETTLE AUDITOR & TREAS FEE	\$	-
11011990	5910	OTHER EXPENSE	\$	215,000.00

TOTAL TAX SETTLEMENT FEES WI \$ 215,000.00

11012100 CORONER

11012100	5101	CORONER ELECTED OFFICIALS	\$	127,563.00
11012100	5102	CORONER REGULAR SALARIES	\$	180,672.00
11012100	5210	CORONER MATERIAL & SUPPLIES	\$	24,485.00
11012100	5220	CORONER OPERATING SUPPLIES	\$	-
11012100	5317	NON CAPITAL PURCHASES	\$	-

11012100	5320	CORONER CAPITAL PURCHASE	\$	-
11012100	5400	CORONER PURCHASED SERVICES	\$	178,232.00
11012100	5430	CORONER UTILITIES	\$	250.00
11012100	5460	CORONER INSURANCE	\$	400.00
11012100	5811	CORONER PERS	\$	43,083.00
11012100	5820	CORONER HEALTH & LIFE INSURANC	\$	60,725.00
11012100	5850	CORONER TRAINING/EDUCATION	\$	2,000.00
11012100	5855	CORONER CLOTHING/PERSONL EQUIP	\$	1,500.00
11012100	5860	CORONER LIFE INSURANCE	\$	-
11012100	5871	CORONER MEDICARE	\$	4,500.00
11012100	5881	CORONER SICK LEAVE PAYOUT	\$	-
11012100	5882	CORONER VACATION LEAVE PAYOUT	\$	-
11012100	5910	CORONER OTHER EXPENSE	\$	10,500.00
11012100	5940	CORONER TRAVEL	\$	-

TOTAL CORONER \$ 633,910.00

11012200 SHERIFF

11012200	5101	SHERIFF ELECTED OFFICIALS	\$	115,098.00
11012200	5102	SHERIFF REGULAR SALARIES	\$	6,203,622.00
11012200	5114	SHERIFF OVERTIME PAY	\$	602,730.00
11012200	5210	SHERIFF MATERIAL & SUPPLIES	\$	93,543.00
11012200	5223	GAS & OIL - OPERATING SUPPLIES	\$	276,000.00
11012200	5310	VEHICLES CAPITAL OUTLAY	\$	359,000.00
11012200	5317	SHERIFF NON CAPITAL PURCHASE	\$	214,305.00
11012200	5318	DATA BD APPROV NON CAP	\$	5,000.00
11012200	5320	SHERIFF CAPITAL PURCHASE	\$	-
11012200	5400	SHERIFF PURCHASED SERVICES	\$	103,746.00
11012200	5410	CONTRACTS BOCC APPROVED	\$	48,650.00
11012200	5431	TELEPHONE	\$	6,000.00
11012200	5460	SHERIFF INSURANCE	\$	15,000.00
11012200	5462	VEHICLE MAINTENTANCE	\$	175,200.00
11012200	5811	SHERIFF PERS	\$	1,267,656.00
11012200	5820	SHERIFF HEALTH & LIFE INSURANC	\$	843,650.00
11012200	5830	SHERIFF WORKERS COMPENSATION	\$	140,072.00
11012200	5850	SHERIFF TRAINING/EDUCATION	\$	65,150.00
11012200	5855	SHERIFF CLOTHING/PERSONL EQUIP	\$	81,500.00
11012200	5871	SHERIFF MEDICARE	\$	101,553.00
11012200	5881	SHERIFF SICK LEAVE PAYOUT	\$	-
11012200	5882	SHERIFF VACATION LEAVE PAYOUT	\$	-
11012200	5910	SHERIFF OTHER EXPENSE	\$	73,315.00
11012200	5911	NON TAXABLE MEAL FRINGE	\$	2,000.00
11012200	5920	SHERIFF ALLOWANCES	\$	51,154.00
11012200	5922	TAXABLE MEAL FRINGE	\$	1,000.00

TOTAL SHERIFF \$ 10,844,944.00

11012210 DETENTION-SHERIFF

11012210	5102	SHRF DET REGULAR SALARIES	\$	4,308,383.00
11012210	5114	SHRF DET OVERTIME PAY	\$	266,933.00
11012210	5115	SHRF DET HOLIDAY PAY	\$	-
11012210	5210	SHRF DET MATERIAL & SUPPLIES	\$	129,600.00
11012210	5220	SHRF DET OPERATING SUPPLIES	\$	-
11012210	5310	VEHICLES CAPITAL OUTLAY	\$	66,000.00
11012210	5317	SHRF DET NON CAPITAL PURCHASE	\$	74,596.00
11012210	5318	DATA BD APPROV NON CAP	\$	2,000.00
11012210	5320	SHRF DET CAPITAL PURCHASE	\$	-
11012210	5400	SHRF DET PURCHASED SERVICES	\$	221,860.00
11012210	5410	CONTRACTS BOCC APPROVED	\$	1,515,932.00
11012210	5431	TELEPHONE	\$	3,000.00
11012210	5811	SHRF DET PERS	\$	694,174.00
11012210	5820	SHRF DET HEALTH & LIFE INS	\$	773,783.00
11012210	5830	SHRF DET WORKERS COMPENSATION	\$	99,168.00
11012210	5840	SHRF DET UNEMPLOYMENT COMP	\$	-
11012210	5850	SHRF DET TRAINING/EDUCATION	\$	15,800.00
11012210	5855	SHRF DET CLOTHG/PERSONAL EQUIP	\$	29,100.00
11012210	5860	SHRF DET LIFE INSURANCE	\$	-
11012210	5871	SHRF DET MEDICARE	\$	71,897.00
11012210	5881	SHRF DET SICK LEAVE PAYOUT	\$	-
11012210	5882	SHRF DET VACATION LEAVE PAYOUT	\$	-
11012210	5910	SHRF DET OTHER EXPENSE	\$	29,600.00
11012210	5911	NON TAXABLE MEAL FRINGE	\$	1,000.00
11012210	5922	TAXABLE MEAL FRINGE	\$	1,000.00
11012210	5940	SHRF DET TRAVEL	\$	-

TOTAL DETENTION-SHERIFF \$ 8,303,826.00

11012211 SHERIFF-OUTSIDE STAFFING

11012211	5102	SHF OS STAFF REGULAR SALARIES	\$	69,983.00
11012211	5114	SHF OS STAFF OVERTIME PAY	\$	24,000.00
11012211	5115	SHF OS STAFF HOLIDAY PAY	\$	-
11012211	5811	SHF OS STAFF PERS	\$	19,005.00
11012211	5820	SHF OS STAFF HEALTH & LIFE INS	\$	5,820.00
11012211	5860	SHF OS STAFF LIFE INSURANCE	\$	-
11012211	5871	SHF OS STAFF MEDICARE	\$	1,522.00

TOTAL SHERIFF-OUTSIDE STAFFI \$ 120,330.00

11012300 BUILDING REGULATION

11012300	5102	BLDGREG REGULAR SALARIES	\$	767,645.00
11012300	5114	BLDGREG OVERTIME PAY	\$	8,000.00
11012300	5150	BLDGREG BOARD/COMMISSN SALARY	\$	8,000.00
11012300	5210	BLDGREG MATERIAL & SUPPLIES	\$	52,000.00
11012300	5310	VEHICLES CAPITAL OUTLAY	\$	35,000.00

11012300	5317	BLDGREG NON CAPITAL PURCHASE	\$	-
11012300	5318	DATA BD APPROV NON CAP	\$	-
11012300	5320	BLDGREG CAPITAL PURCHASE	\$	-
11012300	5321	DT BD APR CAP BOCC	\$	-
11012300	5400	BLDGREG PURCHASED SERVICES	\$	10,000.00
11012300	5460	BLDGREG INSURANCE	\$	1,000.00
11012300	5811	BLDGREG PERS	\$	107,470.00
11012300	5820	BLDGREG HEALTH & LIFE INSURANC	\$	190,296.00
11012300	5830	BLDGREG WORKERS COMPENSATION	\$	15,353.00
11012300	5850	BLDGREG TRAINING/EDUCATION	\$	12,000.00
11012300	5855	BLDGREG CLOTHING/PERSONL EQUIP	\$	6,000.00
11012300	5860	BLDGREG LIFE INSURANCE	\$	-
11012300	5871	BLDGREG MEDICARE	\$	11,131.00
11012300	5881	SICK LEAVE PAYOUT	\$	-
11012300	5882	VACATION LEAVE PAYOUT	\$	-
11012300	5910	BLDGREG OTHER EXPENSE	\$	12,000.00
11012300	5911	NON TAXABLE MEAL FRINGE	\$	-
11012300	5922	TAXABLE MEAL FRINGE	\$	-
11012300	5936	BLDGREG INSURANCE LOSS CLAIMS	\$	-
11012300	5940	BLDGREG BLDGREG TRAVEL	\$	-

TOTAL BUILDING REGULATION \$ 1,235,895.00

11012500 JUVENILE PROBATION

11012500	5102	JUV PROB REGULAR SALARIES	\$	788,137.00
11012500	5210	JUV PROB MATERIAL & SUPPLIES	\$	12,000.00
11012500	5220	JUV PROB OPERATING SUPPLIES	\$	-
11012500	5317	JUV PROB NON CAPITAL PURCHASE	\$	3,000.00
11012500	5318	DATA BD APPROV NON CAP	\$	-
11012500	5320	JUV PROB CAPITAL PURCHASE	\$	-
11012500	5321	DT BD APR CAP BOCC	\$	-
11012500	5400	JUV PROB PURCHASED SERVICES	\$	8,000.00
11012500	5410	CONTRACTS BOCC APPROVED	\$	-
11012500	5460	JUV PROB INSURANCE	\$	600.00
11012500	5811	JUV PROB PERS	\$	107,539.00
11012500	5820	JUV PROB HEALTH & LIFE INSURAN	\$	150,831.00
11012500	5830	JUV PROB WORKERS COMPENSATION	\$	9,700.00
11012500	5850	JUV PROB TRAINING/EDUCATION	\$	5,700.00
11012500	5855	JUV PROB CLOTHG/PERSONAL EQUIP	\$	500.00
11012500	5860	JUV PROB LIFE INSURANCE	\$	-
11012500	5871	JUV PROB MEDICARE	\$	11,337.00
11012500	5881	SICK LEAVE PAYOUT	\$	-
11012500	5882	JUV PROB VACATION LEAVE PAYOUT	\$	-
11012500	5910	JUV PROB OTHER EXPENSE	\$	2,000.00
11012500	5911	NON TAXABLE MEAL FRINGE	\$	400.00
11012500	5922	TAXABLE MEAL FRINGE	\$	100.00
11012500	5940	JUV PROB TRAVEL	\$	-



11012500	5997	JUV PROB OPERATIONAL TRANSFER	\$	18,000.00
TOTAL	JUVENILE PROBATION		\$	1,117,844.00

11012600 JUVENILE DETENTION CENTER

11012600	5102	JUV DET REGULAR SALARIES	\$	1,069,157.00
11012600	5114	JUV DET OVERTIME PAY	\$	90,000.00
11012600	5210	MATERIAL & SUPPLIES	\$	17,000.00
11012600	5220	JUV DET OPERATING SUPPLIES	\$	-
11012600	5317	JUV DET NON CAPITAL PURCHASE	\$	8,000.00
11012600	5318	DATA BD APPROV NON CAP	\$	-
11012600	5320	JUV DET CAPITAL PURCHASE	\$	-
11012600	5321	DT BD APR CAP BOCC	\$	-
11012600	5400	JUV DET PURCHASED SERVICES	\$	36,300.00
11012600	5410	CONTRACTS BOCC APPROVED	\$	125,000.00
11012600	5460	JUV DET INSURANCE	\$	500.00
11012600	5811	JUV DET PERS	\$	162,646.00
11012600	5820	JUV DET HEALTH & LIFE INSURANC	\$	232,657.00
11012600	5830	JUV DET WORKERS COMPENSATION	\$	25,000.00
11012600	5850	JUV DET TRAINING/EDUCATION	\$	6,400.00
11012600	5855	JUV DET CLOTHING/PERSONL EQUIP	\$	10,000.00
11012600	5860	JUV DET LIFE INSURANCE	\$	-
11012600	5871	JUV DET MEDICARE	\$	16,845.00
11012600	5881	SICK LEAVE PAYOUT	\$	-
11012600	5882	JUV DET VACATION LEAVE PAYOUT	\$	-
11012600	5910	JUV DET OTHER EXPENSE	\$	4,000.00
11012600	5911	NON TAXABLE MEAL FRINGE	\$	500.00
11012600	5922	TAXABLE MEAL FRINGE	\$	100.00
11012600	5940	JUV DET TRAVEL	\$	-

TOTAL	JUVENILE DETENTION CEN		\$	1,804,105.00
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11012810 TELECOMMUNICATIONS

11012810	5102	TELECOM REGULAR SALARIES	\$	587,762.00
11012810	5114	TELECOM OVERTIME PAY	\$	5,000.00
11012810	5210	TELECOM MATERIAL & SUPPLIES	\$	66,000.00
11012810	5220	TELECOM OPERATING SUPPLIES	\$	-
11012810	5317	TELECOM NON CAPITAL PURCHASE	\$	325,000.00
11012810	5320	TELECOM CAPITAL PURCHASE	\$	110,000.00
11012810	5361	TELECOM TELEPHONE EQUIPMENT	\$	-
11012810	5362	TELECOM RADIO EQUIPMENT	\$	-
11012810	5400	TELECOM PURCHASED SERVICES	\$	386,000.00
11012810	5421	TELECOM RENT OR LEASE	\$	-
11012810	5430	TELECOM UTILITIES	\$	654,000.00
11012810	5460	TELECOM INSURANCE	\$	2,900.00
11012810	5811	TELECOM PERS	\$	82,287.00
11012810	5820	TELECOM HEALTH & LIFE INSURANC	\$	130,013.00

11012810	5850	TELECOM TRAINING/EDUCATION	\$	10,000.00
11012810	5855	TELECOM CLOTHING/PERSONL EQUIP	\$	1,000.00
11012810	5860	TELECOM LIFE INSURANCE	\$	-
11012810	5871	TELECOM MEDICARE	\$	7,727.00
11012810	5881	TELECOM SICK LEAVE PAYOUT	\$	-
11012810	5882	TELECOM VACATION LEAVE PAYOUT	\$	-
11012810	5910	TELECOM OTHER EXPENSE	\$	5,000.00
11012810	5940	TELECOM TRAVEL	\$	-

TOTAL TELECOMMUNICATIONS \$ 2,372,689.00

11012811 TELECOMM - OUTSIDE ENTITIES

11012811	5317	NON CAPITAL PURCHASES	\$	-
11012811	5362	TELECOM OS ENTITY RADIO EQUIPM	\$	200,000.00

TOTAL TELECOMM - OUTSIDE ENT \$ 200,000.00

11012812 TELECOMM-DATA SYSTEMS

11012812	5102	TELE DATA REGULAR SALARIES	\$	776,403.00
11012812	5114	TELE DATA OVERTIME PAY	\$	15,000.00
11012812	5317	TELE DATA NON CAPITAL PURCHASE	\$	35,000.00
11012812	5370	TELE DATA SOFTWARE	\$	-
11012812	5400	TELE DATA PURCHASED SERVICES	\$	420,000.00
11012812	5811	TELE DATA PERS	\$	108,697.00
11012812	5820	TELE DATA HEALTH & LIFE INS	\$	125,811.00
11012812	5830	TELE DATA WORKERS COMPENSATION	\$	-
11012812	5850	TELE DATA TRAINING/EDUCATION	\$	15,000.00
11012812	5860	TELE DATA LIFE INSURANCE	\$	-
11012812	5871	TELE DATA MEDICARE	\$	11,872.00
11012812	5882	VACATION LEAVE PAYOUT	\$	-
11012812	5910	TELE DATA OTHER EXPENSE	\$	13,000.00
11012812	5940	TELE DATA TRAVEL	\$	-

TOTAL TELECOMM-DATA SYSTEMS \$ 1,520,783.00

11012850 COMMUNICATIONS CENTER-DISPATCH

11012850	5102	DISPATCH REGULAR SALARIES	\$	2,313,836.00
11012850	5114	DISPATCH OVERTIME PAY	\$	369,200.00
11012850	5210	MATERIAL & SUPPLIES	\$	12,000.00
11012850	5220	DISPATCH OPERATING SUPPLIES	\$	-
11012850	5310	VEHICLES CAPITAL OUTLAY	\$	-
11012850	5317	DISPATCH NON CAPITAL PURCHASE	\$	5,000.00
11012850	5318	DATA BD APPROV NON CAP	\$	1,500.00
11012850	5321	DT BD APR CAP BOCC	\$	-
11012850	5400	DISPATCH PURCHASED SERVICES	\$	117,900.00
11012850	5410	CONTRACTS BOCC APPROVED	\$	-
11012850	5811	DISPATCH PERS	\$	375,625.00

11012850	5820	DISPATCH HEALTH & LIFE INS	\$	556,936.00
11012850	5830	DISPATCH WORKERS COMPENSATION	\$	23,213.00
11012850	5840	DISPATCH UNEMPLOYMENT COMP	\$	-
11012850	5850	DISPATCH TRAINING/EDUCATION	\$	26,000.00
11012850	5855	DISPATCH CLOTHG/PERSONAL EQUIP	\$	2,000.00
11012850	5860	DISPATCH LIFE INSURANCE	\$	-
11012850	5871	DISPATCH MEDICARE	\$	38,904.00
11012850	5881	DISPATCH SICK LEAVE PAYOUT	\$	-
11012850	5882	DISPATCH VACATION LEAVE PAYOUT	\$	-
11012850	5910	DISPATCH OTHER EXPENSE	\$	16,500.00
11012850	5911	NON TAXABLE MEAL FRINGE	\$	1,500.00
11012850	5922	TAXABLE MEAL FRINGE	\$	200.00
11012850	5940	DISPATCH DISPATCH TRAVEL	\$	-

TOTAL	COMMUNICATIONS CENTER-		\$	3,860,314.00
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11014100 GENERAL HEALTH

11014100	5702	OTHER HEALTH-REG VITAL STAT	\$	-
11014100	5910	OTHER EXPENSE	\$	800.00

TOTAL	GENERAL HEALTH		\$	800.00
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11015210 VETERANS SERV ADMIN

11015210	5102	VET ADMIN REGULAR SALARIES	\$	1,240,000.00
11015210	5114	VET ADMIN OVERTIME PAY	\$	70,000.00
11015210	5210	VET ADMIN MATERIAL & SUPPLIES	\$	84,800.00
11015210	5310	VEHICLES CAPITAL OUTLAY	\$	220,000.00
11015210	5317	VET ADMIN NON CAPITAL PURCHASE	\$	60,000.00
11015210	5318	DATA BD APPROV NON CAP	\$	-
11015210	5320	VET ADMIN CAPITAL PURCHASE	\$	-
11015210	5400	VET ADMIN PURCHASED SERVICES	\$	300,000.00
11015210	5460	VET ADMIN INSURANCE	\$	3,000.00
11015210	5811	VET ADMIN PERS	\$	232,000.00
11015210	5820	VET ADMIN HEALTH & LIFE INS	\$	225,000.00
11015210	5830	VET ADMIN WORKERS COMPENSATION	\$	6,000.00
11015210	5850	VET ADMIN TRAINING/EDUCATION	\$	20,000.00
11015210	5855	VET ADMIN CLOTHG/PERSONL EQUIP	\$	15,000.00
11015210	5871	VET ADMIN MEDICARE	\$	19,000.00
11015210	5881	VET ADMIN SICK LEAVE PAYOUT	\$	15,000.00
11015210	5882	VET ADMIN VACATION LEAVE PAYOU	\$	30,000.00
11015210	5910	VET ADMIN OTHER EXPENSE	\$	230,000.00
11015210	5911	NON TAXABLE MEAL FRINGE	\$	5,000.00
11015210	5922	TAXABLE MEAL FRINGE	\$	200.00
11015210	5940	VET ADMIN TRAVEL	\$	40,000.00

TOTAL	VETERANS SERV ADMIN		\$	2,815,000.00
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11015220	VETERANS ADM.-SOLDIER RELIEF		
11015220	5150	VET SREL BOARD/COMMISSN SALARY	\$ 64,000.00
11015220	5699	CONVERSION OF O/S WARRANT	\$ -
11015220	5811	VET SRELIEF PERS	\$ 12,160.00
11015220	5830	VET SRELIEF WORKERS COMP	\$ 1,000.00
11015220	5871	VET SRELIEF MEDICARE	\$ 1,000.00
11015220	5920	VET SRELIEF ALLOWANCES	\$ 675,000.00

TOTAL VETERANS ADM.-SOLDIER \$ 753,160.00

TOTAL GENERAL FUND \$ 77,426,191.00

ACCOUNTS FOR: 2020  
SENIOR CITIZENS SERVICE LEVY APPROVED

22011111	SENIOR CITIZENS SERVICE LEVY		
22011111	5400	PURCHASED SERVICES	\$ 45,000.00
22011111	5410	CONTRACTS BOCC APPROVED	\$ 7,749,099.00
22011111	5704	GRANT TO OTHER OUTSIDE ENTITY	\$ 5,000.00
22011111	5901	FEE SHARE STATE	\$ -
22011111	5909	AUDITOR & TREASURER FEES	\$ -
22011111	5910	OTHER EXPENSE	\$ 94,000.00

TOTAL SENIOR CITIZENS SERVIC \$ 7,893,099.00

TOTAL SENIOR CITIZENS SERVIC \$ 7,893,099.00

ACCOUNTS FOR: 2020  
MOTOR VEHICLE APPROVED

22023110	ENGINEER ADMIN		
22023110	5101	ELECTED OFFICIALS	\$ 109,378.00
22023110	5102	REGULAR SALARIES	\$ 975,000.00
22023110	5111	PART TIME EMPLOYEES	\$ -
22023110	5210	MATERIAL & SUPPLIES	\$ 40,000.00
22023110	5220	OPERATING SUPPLIES	\$ -
22023110	5310	VEHICLES CAPITAL OUTLAY	\$ -
22023110	5317	NON CAPITAL PURCHASE	\$ 25,000.00
22023110	5318	DATA BD APPROV NON CAP	\$ -
22023110	5320	CAPITAL PURCHASE	\$ 25,000.00
22023110	5321	DT BD APR CAP BOCC	\$ -
22023110	5400	PURCHASED SERVICES	\$ 100,000.00
22023110	5410	CONTRACTS BOCC APPROVED	\$ 50,000.00
22023110	5421	RENT OR LEASE	\$ -
22023110	5430	UTILITIES	\$ 150,000.00
22023110	5431	TELEPHONE	\$ 32,000.00
22023110	5474	G.I.S. / MAPPING	\$ 37,000.00
22023110	5480	PURCHASE SERV - OTHER AGENCIES	\$ 110,000.00

22023110	5811	PERS	\$	150,000.00
22023110	5820	HEALTH & LIFE INSURANCE	\$	160,000.00
22023110	5830	WORKERS COMPENSATION	\$	39,000.00
22023110	5850	TRAINING/EDUCATION	\$	6,000.00
22023110	5860	LIFE INSURANCE	\$	-
22023110	5871	MEDICARE	\$	16,000.00
22023110	5881	SICK LEAVE PAYOUT	\$	5,000.00
22023110	5882	VACATION LEAVE PAYOUT	\$	5,000.00
22023110	5910	OTHER EXPENSE	\$	25,000.00
22023110	5911	NON TAXABLE MEAL FRINGE	\$	500.00
22023110	5914	SUBSCRIPTION/MEMBERSHIP FEES	\$	-
22023110	5936	INSURANCE LOSS CLAIMS	\$	-
22023110	5940	TRAVEL	\$	-
TOTAL	ENGINEER ADMIN		\$	2,059,878.00

22023120 ENGINEER ROAD

22023120	5102	REGULAR SALARIES	\$	740,000.00
22023120	5111	PART TIME EMPLOYEES	\$	-
22023120	5114	OVERTIME PAY	\$	40,000.00
22023120	5210	MATERIAL & SUPPLIES	\$	1,225,000.00
22023120	5220	OPERATING SUPPLIES	\$	-
22023120	5223	GAS & OIL - OPERATING SUPPLIES	\$	12,000.00
22023120	5310	VEHICLES CAPITAL OUTLAY	\$	135,000.00
22023120	5317	NON CAPITAL PURCHASE	\$	20,000.00
22023120	5318	DATA BD APPROV NON CAP	\$	-
22023120	5320	CAPITAL PURCHASE	\$	365,000.00
22023120	5321	DT BD APR CAP BOCC	\$	-
22023120	5332	BLDG CAPITAL IMPROVEMENTS	\$	-
22023120	5335	ROAD CONST	\$	-
22023120	5390	CAPITAL NON CASH	\$	-
22023120	5400	PURCHASED SERVICES	\$	3,941,000.00
22023120	5410	CONTRACTS BOCC APPROVED	\$	-
22023120	5460	INSURANCE	\$	11,000.00
22023120	5811	PERS	\$	103,000.00
22023120	5820	HEALTH & LIFE INSURANCE	\$	175,000.00
22023120	5840	UNEMPLOYMENT COMPENSATION	\$	10,000.00
22023120	5850	TRAINING/EDUCATION	\$	2,000.00
22023120	5855	CLOTHING/PERSONAL EQUIP	\$	22,000.00
22023120	5871	MEDICARE	\$	11,000.00
22023120	5881	SICK LEAVE PAYOUT	\$	5,000.00
22023120	5882	VACATION LEAVE PAYOUT	\$	5,000.00
22023120	5910	OTHER EXPENSE	\$	2,400.00
22023120	5911	NON TAXABLE MEAL FRINGE	\$	500.00
22023120	5997	OPERATIONAL TRANSFER	\$	620,622.00
TOTAL	ENGINEER ROAD		\$	7,445,522.00

22023130 ENGINEER BRIDGE			
22023130	5102	REGULAR SALARIES	\$ 720,000.00
22023130	5111	PART TIME EMPLOYEES	\$ -
22023130	5114	OVERTIME PAY	\$ 40,000.00
22023130	5210	MATERIAL & SUPPLIES	\$ 450,000.00
22023130	5220	OPERATING SUPPLIES	\$ -
22023130	5310	VEHICLES CAPITAL OUTLAY	\$ -
22023130	5318	DATA BD APPROV NON CAP	\$ -
22023130	5320	CAPITAL PURCHASES	\$ 1,325,000.00
22023130	5321	DT BD APR CAP BOCC	\$ -
22023130	5346	BRIDGE CONSTRUCTION	\$ -
22023130	5390	CAPITAL NON CASH	\$ -
22023130	5400	PURCHASED SERVICES	\$ 450,000.00
22023130	5410	CONTRACTS BOCC APPROVED	\$ -
22023130	5421	RENT OR LEASE	\$ -
22023130	5422	MAINTENANCE-REPAIRS PROP SERV	\$ -
22023130	5811	PERS	\$ 100,000.00
22023130	5820	HEALTH & LIFE INSURANCE	\$ 180,000.00
22023130	5871	MEDICARE	\$ 10,000.00
22023130	5881	SICK LEAVE PAYOUT	\$ 5,000.00
22023130	5882	VACATION LEAVE PAYOUT	\$ 5,000.00
22023130	5997	OPERATIONAL TRANSFERS	\$ 796,953.60
TOTAL	ENGINEER BRIDGE		\$ 4,081,953.60
TOTAL	MOTOR VEHICLE		\$ 13,587,353.60

ACCOUNTS FOR:  
HUMAN SERVICES

2020  
APPROVED

22035310 HS INCOME MAINTENANCE-WELFARE			
22035310	5102	REGULAR SALARIES	\$ 1,800,000.00
22035310	5114	OVERTIME PAY	\$ 20,000.00
22035310	5210	MATERIAL & SUPPLIES	\$ 50,000.00
22035310	5220	OPERATING SUPPLIES	\$ -
22035310	5310	VEHICLES CAPITAL OUTLAY	\$ -
22035310	5317	NON CAPITAL PURCHASE	\$ 10,000.00
22035310	5318	DATA BD APPROV NON CAP	\$ -
22035310	5320	CAPITAL PURCHASE	\$ 5,000.00
22035310	5321	DT BD APR CAP BOCC	\$ -
22035310	5400	PURCHASED SERVICES	\$ 540,000.00
22035310	5410	CONTRACTS BOCC APPROVED	\$ 1,450,330.00
22035310	5430	UTILITIES	\$ 32,000.00
22035310	5457	CENTRAL SERVICES COST	\$ -
22035310	5458	ENHANCED MEDICAID TRANSP	\$ -
22035310	5460	INSURANCE	\$ 2,000.00
22035310	5609	SSI/GR REIMBURSEMENT	\$ -

22035310	5749	CHILDREN SERVICES	\$	675,000.00
22035310	5811	PERS	\$	254,800.00
22035310	5820	HEALTH & LIFE INSURANCE	\$	420,000.00
22035310	5830	WORKERS COMPENSATION	\$	36,400.00
22035310	5840	UNEMPLOYMENT COMPENSATION	\$	10,000.00
22035310	5850	TRAINING/EDUCATION	\$	7,000.00
22035310	5855	CLOTHING/PERSONAL EQUIP	\$	1,000.00
22035310	5860	LIFE INSURANCE	\$	-
22035310	5871	MEDICARE	\$	26,390.00
22035310	5881	SICK LEAVE PAYOUT	\$	15,000.00
22035310	5882	VACATION LEAVE PAYOUT	\$	15,000.00
22035310	5910	OTHER EXPENSE	\$	30,000.00
22035310	5940	TRAVEL	\$	-
TOTAL	HS INCOME MAINTENANCE-		\$	5,399,920.00
TOTAL	HUMAN SERVICES		\$	5,399,920.00

ACCOUNTS FOR:

BOARD OF DEVELOPMENTAL DISABIL

2020

APPROVED

22056710 BOARD OF DEVELOPMENTAL DISAB

22056710	5102	REGULAR SALARIES	\$	7,300,000.00
22056710	5104	TEACHERS	\$	90,000.00
22056710	5210	MATERIAL & SUPPLIES	\$	300,000.00
22056710	5220	OPERATING SUPPLIES	\$	-
22056710	5317	NON CAPITAL PURCHASE	\$	263,982.00
22056710	5320	CAPITAL PURCHASE	\$	-
22056710	5330	REAL PROP CAPITAL IMPROVEMENT	\$	668,000.00
22056710	5400	PURCHASED SERVICES	\$	14,712,564.00
22056710	5421	RENT OR LEASE	\$	-
22056710	5430	UTILITIES	\$	525,000.00
22056710	5460	INSURANCE	\$	105,000.00
22056710	5478	CONTRACT SERVICES	\$	-
22056710	5811	PERS	\$	1,090,000.00
22056710	5815	STRS	\$	12,600.00
22056710	5820	HEALTH & LIFE INSURANCE	\$	2,016,000.00
22056710	5830	WORKERS COMPENSATION	\$	156,000.00
22056710	5840	UNEMPLOYMENT COMPENSATION	\$	25,000.00
22056710	5850	TRAINING/EDUCATION	\$	126,600.00
22056710	5855	CLOTHING/PERSONAL EQUIP	\$	5,000.00
22056710	5871	MEDICARE	\$	107,155.00
22056710	5881	SICK LEAVE PAYOUT	\$	30,000.00
22056710	5882	VACATION LEAVE PAYOUT	\$	45,000.00
22056710	5890	EMPLOYER HSA CONTRIBUTION	\$	260,000.00
22056710	5901	FEE SHARE STATE	\$	-
22056710	5909	AUDITOR & TREASURER FEES	\$	-
22056710	5910	OTHER EXPENSE	\$	2,657,099.00

22056710	5940	TRAVEL	\$	-
TOTAL	BOARD OF DEVELOPMENTAL		\$	30,495,000.00
22056715 DDD DONATION EXPENSES				
22056715	5900	MISCELLANEOUS	\$	-
22056715	5910	OTHER EXPENSE	\$	5,000.00
TOTAL	DDD DONATION EXPENSES		\$	5,000.00
TOTAL	BOARD OF DEVELOPMENTAL		\$	30,500,000.00

ACCOUNTS FOR:  
DOG AND KENNEL

2020  
APPROVED

22062700 DOG AND KENNEL				
22062700	5102	REGULAR SALARIES	\$	162,250.00
22062700	5114	OVERTIME PAY	\$	11,000.00
22062700	5121	CLERK DOG LICENSE	\$	14,500.00
22062700	5210	MATERIAL & SUPPLIES	\$	50,000.00
22062700	5220	OPERATING SUPPLIES	\$	-
22062700	5310	VEHICLES CAPITAL OUTLAY	\$	-
22062700	5320	CAPITAL PURCHASE	\$	32,000.00
22062700	5400	PURCHASED SERVICES	\$	2,600.00
22062700	5421	RENT OR LEASE	\$	-
22062700	5430	UTILITIES	\$	1,600.00
22062700	5460	INSURANCE	\$	500.00
22062700	5783	HUMANE SOCIETY	\$	13,000.00
22062700	5811	PERS	\$	25,200.00
22062700	5820	HEALTH & LIFE INSURANCE	\$	42,200.00
22062700	5830	WORKERS COMPENSATION	\$	3,600.00
22062700	5850	TRAINING/EDUCATION	\$	500.00
22062700	5855	CLOTHING/PERSONAL EQUIP	\$	1,000.00
22062700	5860	LIFE INSURANCE	\$	-
22062700	5871	MEDICARE	\$	2,620.00
22062700	5881	SICK LEAVE PAYOUT	\$	-
22062700	5882	VACATION LEAVE PAYOUT	\$	-
22062700	5910	OTHER EXPENSE	\$	4,000.00
TOTAL	DOG AND KENNEL		\$	366,570.00
TOTAL	DOG AND KENNEL		\$	366,570.00

ACCOUNTS FOR:  
LAW LIBRARY RESOURCES FUND

2020  
APPROVED

22071291 LAW LIBRARY				
22071291	5102	REGULAR SALARIES	\$	42,745.00
22071291	5210	MATERIAL & SUPPLIES	\$	79,000.00



22071291	5220	OPERATING SUPPLIES	\$	-
22071291	5317	NON CAPITAL PURCHASE	\$	-
22071291	5320	CAPITAL PURCHASE	\$	-
22071291	5400	PURCHASED SERVICES	\$	319,000.00
22071291	5430	UTILITIES	\$	800.00
22071291	5811	PERS	\$	5,990.00
22071291	5820	HEALTH & LIFE INSURANCE	\$	5,827.00
22071291	5830	WORKERS COMPENSATION	\$	855.00
22071291	5860	LIFE INSURANCE	\$	-
22071291	5871	MEDICARE	\$	620.00
22071291	5910	OTHER EXPENSE	\$	9,000.00
22071291	5940	TRAVEL	\$	-
TOTAL	LAW LIBRARY		\$	463,837.00
TOTAL	LAW LIBRARY RESOURCES		\$	463,837.00

ACCOUNTS FOR: 2020  
CO&TRANSIT MEDICAID SALES TAX APPROVED

22081110		CO&TRANSIT MDCAID SALES TAX		
22081110	5997	OPERATIONAL TRANSFERS	\$	-
TOTAL	CO&TRANSIT MDCAID SALE		\$	-
TOTAL	CO&TRANSIT MEDICAID SA		\$	-

ACCOUNTS FOR: 2020  
VETERAN'S MEMORIAL APPROVED

22155200		VETERANS MEMORIAL		
22155200	5910	OTHER EXPENSE	\$	4,172.14
TOTAL	VETERANS MEMORIAL		\$	4,172.14
TOTAL	VETERAN'S MEMORIAL		\$	4,172.14

ACCOUNTS FOR: 2020  
RECORDER TECH FUND 317.321 APPROVED

22161160		RECORDER TECHNOLOGY		
22161160	5102	REGULAR SALARIES	\$	-
22161160	5210	MATERIAL & SUPPLIES	\$	3,000.00
22161160	5220	OPERATING SUPPLIES	\$	-
22161160	5317	NON CAPITAL PURCHASE	\$	15,000.00
22161160	5320	CAPITAL PURCHASES	\$	-
22161160	5400	PURCHASED SERVICES	\$	70,000.00
22161160	5811	PERS	\$	-
22161160	5820	HEALTH & LIFE INSURANCE	\$	-
22161160	5830	WORKERS COMPENSATION	\$	-

22161160	5860	LIFE INSURANCE	\$	-
22161160	5871	MEDICARE	\$	-
22161160	5910	OTHER EXPENSE	\$	5,000.00
22161160	5940	TRAVEL	\$	-

TOTAL	RECORDER TECHNOLOGY		\$	93,000.00
TOTAL	RECORDER TECH FUND 317		\$	93,000.00

ACCOUNTS FOR: 2020  
BOE TECHNOLOGY FUND 3501.17 APPROVED

22171300 BOE TECHNOLOGY				
22171300	5317	NON CAPITAL PURCHASES	\$	-
22171300	5320	CAPITAL PURCHASE	\$	-
22171300	5400	PURCHASED SERVICES	\$	-

TOTAL	BOE TECHNOLOGY		\$	-
TOTAL	BOE TECHNOLOGY FUND 35		\$	-

ACCOUNTS FOR: 2020  
COORDINATED CARE APPROVED

22185401 COORDINATED CARE CLINICAL COMM				
22185401	5400	PURCHASED SERVICES	\$	150,000.00
22185401	5447	CHILD PLACEMENT SPECIALIZED	\$	500,000.00
22185401	5940	TRAVEL	\$	-

TOTAL	COORDINATED CARE CLINI		\$	650,000.00
TOTAL	COORDINATED CARE		\$	650,000.00

ACCOUNTS FOR: 2020  
WIRELESS 911 GOVERNMENT ASSIST APPROVED

22192820 WIRELESS 911				
22192820	5102	REGULAR SALARIES	\$	126,506.00
22192820	5114	OVERTIME PAY	\$	39,932.00
22192820	5811	PERS	\$	23,301.00
22192820	5820	HEALTH & LIFE INSURANCE	\$	22,834.00
22192820	5830	WORKERS COMPENSATION	\$	3,329.00
22192820	5860	LIFE INSURANCE	\$	-
22192820	5871	MEDICARE	\$	2,413.00

TOTAL	WIRELESS 911		\$	218,315.00
TOTAL	WIRELESS 911 GOVERNMEN		\$	218,315.00

ACCOUNTS FOR: 2020  
CC/MC INDIGENT DRIVER INTERLOC APPROVED

22211280	CC/MC INDIG DRVR INTERLOCK/MON		
22211280	5400	PURCHASED SERVICES	\$ 55,000.00
TOTAL	CC/MC INDIG DRVR INTER		\$ 55,000.00
TOTAL	CC/MC INDIGENT DRIVER		\$ 55,000.00

ACCOUNTS FOR:		2020
PROBATE/JUVENILE SPECIAL PROJ		APPROVED

22231252	PROBATE/JUVENILE SPECIAL PROJ		
22231252	5102	REGULAR SALARIES	\$ 18,482.00
22231252	5317	NON CAPITAL PURCHASE	\$ 3,000.00
22231252	5318	DATA BD APPROV NON CAP	\$ -
22231252	5330	CAPITAL PURCH REG OFFICE	\$ -
22231252	5331	DATA APR CAPITAL REG OFFICE	\$ -
22231252	5400	PURCHASED SERVICES	\$ 200.00
22231252	5410	CONTRACTS BOCC APPROVED	\$ -
22231252	5811	PERS	\$ 2,587.00
22231252	5820	HEALTH & LIFE INSURANCE	\$ -
22231252	5850	TRAINING/EDUCATION	\$ 1,000.00
22231252	5871	MEDICARE	\$ 268.00
22231252	5910	OTHER EXPENSE	\$ 1,300.00
22231252	5911	NON TAXABLE MEAL FRINGE	\$ 150.00
22231252	5922	TAXABLE MEAL FRINGE	\$ 50.00
22231252	5940	TRAVEL	\$ -
TOTAL	PROBATE/JUVENILE SPECI		\$ 27,037.00
TOTAL	PROBATE/JUVENILE SPECI		\$ 27,037.00

ACCOUNTS FOR:		2020
COMMON PLEAS SPECIAL PROJECTS		APPROVED

22241220	COMMON PLEAS SPECIAL PROJECTS		
22241220	5133	COUNTY DERIVED TRANSCRIPT COMP	\$ 5,000.00
22241220	5317	NON CAPITAL PURCHASES	\$ -
22241220	5320	CAPITAL PURCHASE	\$ 40,000.00
22241220	5400	PURCHASED SERVICES	\$ 78,000.00
22241220	5871	MEDICARE	\$ 1,500.00
TOTAL	COMMON PLEAS SPECIAL P		\$ 124,500.00
TOTAL	COMMON PLEAS SPECIAL P		\$ 124,500.00

ACCOUNTS FOR:		2020
PROBATION SUPERVISION 2951.021		APPROVED

22271220 PROBATION SUPERVISION 2951.021

22271220	5102	REGULAR SALARIES	\$	55,973.00
22271220	5210	MATERIAL & SUPPLIES	\$	2,000.00
22271220	5220	OPERATING SUPPLIES	\$	-
22271220	5400	PURCHASED SERVICES	\$	51,500.00
22271220	5811	PERS	\$	7,837.00
22271220	5820	HEALTH & LIFE INSURANCE	\$	5,832.00
22271220	5850	TRAINING/EDUCATION	\$	18,000.00
22271220	5855	CLOTHING/PERSONAL EQUIP	\$	5,000.00
22271220	5871	MEDICARE	\$	812.00
22271220	5910	OTHER EXPENSE	\$	2,000.00

TOTAL	PROBATION SUPERVISION		\$	148,954.00
TOTAL	PROBATION SUPERVISION		\$	148,954.00

ACCOUNTS FOR:  
MENTAL HEALTH GRANT

2020  
APPROVED

22281220	MENTAL HEALTH GRANT-CP			
22281220	5102	REGULAR SALARIES	\$	17,922.00
22281220	5400	PURCHASED SERVICES	\$	-
22281220	5811	PERS	\$	2,509.00
22281220	5820	HEALTH & LIFE INSURANCE	\$	7,600.00
22281220	5830	WORKERS COMPENSATION	\$	367.00
22281220	5850	TRAINING/EDUCATION	\$	1,342.00
22281220	5860	LIFE INSURANCE	\$	-
22281220	5871	MEDICARE	\$	260.00
22281220	5910	OTHER EXPENSE	\$	-

TOTAL	MENTAL HEALTH GRANT-CP		\$	30,000.00
TOTAL	MENTAL HEALTH GRANT		\$	30,000.00

ACCOUNTS FOR:  
MUNICIPAL MOTOR VEH PERMIS TAX

2020  
APPROVED

22293500	MUNICIPAL MOTOR VEH PERMISSIVE			
22293500	5731	CVT PROJECTS	\$	750,000.00

TOTAL	MUNICIPAL MOTOR VEH PE		\$	750,000.00
TOTAL	MUNICIPAL MOTOR VEH PE		\$	750,000.00

ACCOUNTS FOR:  
CO LODGING ADD'L 1%

2020  
APPROVED

22310999	CO LODGING ADD'L 1%			
22310999	5750	ADDL 1% LODGING TX PASS THRU	\$	800,000.00

TOTAL	CO LODGING ADD'L 1%		\$	800,000.00
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TOTAL CO LODGING ADD'L 1% \$ 800,000.00

ACCOUNTS FOR: 2020  
DOMESTIC SHELTER APPROVED

22332650 DOMESTIC SHELTER  
22332650 5670 SHELTER CARE \$ -  
22332650 5910 OTHER EXPENSE \$ 46,000.00

TOTAL DOMESTIC SHELTER \$ 46,000.00  
TOTAL DOMESTIC SHELTER \$ 46,000.00

ACCOUNTS FOR: 2020  
REAL ESTATE ASSESSMENT APPROVED

22371120 REAL ESTATE ASSESSMENT  
22371120 5102 REGULAR SALARIES \$ 674,843.00  
22371120 5109 AGENT TAX COMMISSIONER \$ 3,000.00  
22371120 5114 OVERTIME PAY \$ 10,300.00  
22371120 5210 MATERIAL & SUPPLIES \$ 26,500.00  
22371120 5220 OPERATING SUPPLIES \$ -  
22371120 5317 NON CAPITAL PURCHASE \$ 20,000.00  
22371120 5318 DATA BD APPROV NON CAP \$ 15,000.00  
22371120 5320 CAPITAL PURCHASES \$ -  
22371120 5321 DT BD APR CAP BOCC \$ -  
22371120 5400 PURCHASED SERVICES \$ 570,000.00  
22371120 5471 ANNUAL MAINT RE PROP APPRAISAL \$ -  
22371120 5472 TRI-ANNUAL OR REAPPRAISAL \$ -  
22371120 5474 G.I.S. / MAPPING \$ -  
22371120 5766 DIST FUNDS-R.E.A. FEES RETURN \$ -  
22371120 5811 PERS \$ 96,340.00  
22371120 5820 HEALTH & LIFE INSURANCE \$ 136,629.00  
22371120 5830 WORKERS COMPENSATION \$ 13,763.00  
22371120 5850 TRAINING/EDUCATION \$ 7,100.00  
22371120 5860 LIFE INSURANCE \$ -  
22371120 5871 MEDICARE \$ 9,978.00  
22371120 5882 VACATION LEAVE PAYOUT \$ -  
22371120 5910 OTHER EXPENSE \$ 15,000.00  
22371120 5940 TRAVEL \$ -

TOTAL REAL ESTATE ASSESSMENT \$ 1,598,453.00  
TOTAL REAL ESTATE ASSESSMENT \$ 1,598,453.00

ACCOUNTS FOR: 2020  
WORKFORCE INVESTMENT BOARD APPROVED

22385800 WORKFORCE INVESTMENT BOARD

22385800	5102	REGULAR SALARIES	\$	136,500.00
22385800	5114	OVERTIME PAY	\$	-
22385800	5210	MATERIAL & SUPPLIES	\$	2,000.00
22385800	5220	OPERATING SUPPLIES	\$	-
22385800	5317	NON CAPITAL PURCHASE	\$	5,000.00
22385800	5400	PURCHASED SERVICES	\$	20,000.00
22385800	5410	CONTRACTS BOCC APPROVED	\$	160,000.00
22385800	5430	UTILITIES	\$	-
22385800	5811	PERS	\$	19,200.00
22385800	5820	HEALTH & LIFE INSURANCE	\$	18,000.00
22385800	5830	WORKERS COMPENSATION	\$	1,000.00
22385800	5850	TRAINING/EDUCATION	\$	-
22385800	5860	LIFE INSURANCE	\$	-
22385800	5871	MEDICARE	\$	2,000.00
22385800	5882	VACATION LEAVE PAYOUT	\$	-
22385800	5910	OTHER EXPENSE	\$	16,300.00
22385800	5940	TRAVEL	\$	20,000.00

TOTAL WORKFORCE INVESTMENT B \$ 400,000.00

22385802 WORKFORCE INVEST WIOA YOUTH

22385802	5400	PURCHASED SERVICES	\$	-
22385802	5410	CONTRACTS BOCC APPROVED	\$	1,257,178.00

TOTAL WORKFORCE INVEST WIOA \$ 1,257,178.00

TOTAL WORKFORCE INVESTMENT B \$ 1,657,178.00

ACCOUNTS FOR:  
JUVENILE GRANTS

2020  
APPROVED

22431240 JUVENILE GRANTS

22431240	5102	REGULAR SALARIES	\$	58,427.00
22431240	5111	PART TIME EMPLOYEES	\$	-
22431240	5210	MATERIAL & SUPPLIES	\$	400.00
22431240	5317	NON CAPITAL PURCHASE	\$	2,700.00
22431240	5400	PURCHASED SERVICES	\$	170,000.00
22431240	5410	CONTRACTS BOCC APPROVED	\$	-
22431240	5811	PERS	\$	8,180.00
22431240	5820	HEALTH & LIFE INSURANCE	\$	15,175.00
22431240	5830	WORKERS COMPENSATION	\$	1,169.00
22431240	5850	TRAINING/EDUCATION	\$	1,000.00
22431240	5871	MEDICARE	\$	277.00
22431240	5910	OTHER EXPENSE	\$	1,200.00
22431240	5911	NON TAXABLE MEAL FRINGE	\$	200.00
22431240	5922	TAXABLE MEAL FRINGE	\$	100.00
22431240	5940	TRAVEL	\$	-

TOTAL	JUVENILE GRANTS		\$	258,828.00
TOTAL	JUVENILE GRANTS		\$	258,828.00

ACCOUNTS FOR:		2020
CRIME VICTIM GRANT FUND		APPROVED

22452450 CRIME VICTIM GRANT

22452450	5102	REGULAR SALARIES	\$	78,027.00
22452450	5210	MATERIAL & SUPPLIES	\$	303.00
22452450	5317	NON CAPITAL PURCHASE	\$	-
22452450	5318	DATA BD APPROV NON CAP	\$	-
22452450	5321	DT BD APR CAP BOCC	\$	-
22452450	5400	PURCHASED SERVICES	\$	-
22452450	5410	CONTRACTS BOCC APPROVED	\$	-
22452450	5811	PERS	\$	10,924.00
22452450	5820	HEALTH & LIFE INSURANCE	\$	19,609.00
22452450	5830	WORKERS COMPENSATION	\$	310.00
22452450	5850	TRAINING/EDUCATION	\$	1,000.00
22452450	5860	LIFE INSURANCE	\$	-
22452450	5871	MEDICARE	\$	1,131.00
22452450	5905	REFUNDS - UNUSED GRANTS	\$	-
22452450	5910	OTHER EXPENSE	\$	2,150.00
22452450	5940	TRAVEL	\$	-
22452450	5950	REFUNDS	\$	-

TOTAL	CRIME VICTIM GRANT		\$	113,454.00
TOTAL	CRIME VICTIM GRANT FUN		\$	113,454.00

ACCOUNTS FOR:		2020
JUVENILE INDIGENT DRIVER ALCOH		APPROVED

22461240 JUV INDIGENT DRIVR ALCOH TREAT

22461240	5400	PURCHASED SERVICES	\$	5,000.00
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TOTAL	JUV INDIGENT DRIVR ALC		\$	5,000.00
TOTAL	JUVENILE INDIGENT DRIV		\$	5,000.00

ACCOUNTS FOR:		2020
FELONY DELINQUENT CARE/CUSTODY		APPROVED

22471240 FEL DELINQ CARE CUSTODY-JUV CT

22471240	5210	MATERIAL & SUPPLIES	\$	6,000.00
22471240	5220	OPERATING SUPPLIES	\$	-
22471240	5317	NON CAPITAL PURCHASE	\$	3,000.00
22471240	5318	DATA BD APPROV NON CAP	\$	-

TOTAL	FEL DELINQ CARE CUSTOD		\$	9,000.00
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22471242 FEL DELINQ CARE-PROG ADMIN			
22471242	5102	REGULAR SALARIES	\$ 560,256.00
22471242	5114	OVERTIME PAY	\$ 18,000.00
22471242	5210	MATERIAL & SUPPLIES	\$ 33,000.00
22471242	5220	OPERATING SUPPLIES	\$ -
22471242	5310	VEHICLES CAPITAL OUTLAY	\$ 32,674.00
22471242	5317	NON CAPITAL PURCHASE	\$ -
22471242	5318	DATA BD APPROV NON CAP	\$ -
22471242	5400	PURCHASED SERVICES	\$ 165,750.00
22471242	5410	CONTRACTS BOCC APPROVED	\$ 196,000.00
22471242	5811	PERS	\$ 78,436.00
22471242	5820	HEALTH & LIFE INSURANCE	\$ 195,240.00
22471242	5830	WORKERS COMPENSATION	\$ 11,205.00
22471242	5850	TRAINING & EDUCATION	\$ 6,000.00
22471242	5860	LIFE INSURANCE	\$ -
22471242	5871	MEDICARE	\$ 8,124.00
22471242	5910	OTHER EXPENSE	\$ 1,600.00
22471242	5911	NON TAXABLE MEAL FRINGE	\$ 350.00
22471242	5922	TAXABLE MEAL FRINGE	\$ 50.00

TOTAL	FEL DELINQ CARE-PROG A	\$ 1,306,685.00
TOTAL	FELONY DELINQUENT CARE	\$ 1,315,685.00

ACCOUNTS FOR: 2020  
DTAC-DELINQ TAX & ASSESS COLLE APPROVED

22491130 DTAC-TREASURER			
22491130	5102	REGULAR SALARIES	\$ 114,135.00
22491130	5210	MATERIAL & SUPPLIES	\$ 4,000.00
22491130	5317	NON CAPITAL PURCHASE	\$ 1,000.00
22491130	5400	PURCHASED SERVICES	\$ 37,400.00
22491130	5421	RENT OR LEASE	\$ -
22491130	5811	PERS	\$ 15,980.00
22491130	5820	HEALTH & LIFE INSURANCE	\$ 30,362.00
22491130	5830	WORKERS COMPENSATION	\$ 3,022.00
22491130	5850	TRAINING/EDUCATION	\$ 1,000.00
22491130	5860	LIFE INSURANCE	\$ -
22491130	5871	MEDICARE	\$ 1,655.00
22491130	5910	OTHER EXPENSE	\$ 10,000.00
22491130	5940	TRAVEL	\$ -

TOTAL	DTAC-TREASURER	\$ 218,554.00
TOTAL	DTAC-DELINQ TAX & ASSE	\$ 218,554.00

ACCOUNTS FOR: 2020  
CERT OF TITLE ADMIN FUND APPROVED



22501260	CERTIFICATE OF TITLE-CLK CTS		
22501260	5080	STATE SALES TAX	\$ 4,000.00
22501260	5102	REGULAR SALARIES	\$ 671,408.00
22501260	5114	OVERTIME PAY	\$ 47,900.00
22501260	5210	MATERIAL & SUPPLIES	\$ 17,000.00
22501260	5317	NON CAPITAL PURCHASE	\$ 5,000.00
22501260	5400	PURCHASED SERVICES	\$ 102,300.00
22501260	5430	UTILITIES	\$ 29,000.00
22501260	5811	PERS	\$ 100,704.00
22501260	5820	HEALTH & LIFE INSURANCE	\$ 217,492.00
22501260	5830	WORKERS COMPENSATION	\$ 14,387.00
22501260	5850	TRAINING/EDUCATION	\$ 1,650.00
22501260	5871	MEDICARE	\$ 10,430.00
22501260	5882	VACATION LEAVE PAYOUT	\$ -
22501260	5910	OTHER EXPENSE	\$ 4,600.00
22501260	5997	OPERATIONAL TRANSFER	\$ -
TOTAL	CERTIFICATE OF TITLE-C		\$ 1,225,871.00
TOTAL	CERT OF TITLE ADMIN FU		\$ 1,225,871.00

ACCOUNTS FOR:		2020	
COAP GRANT - OPIOD ABUSE PROG		APPROVED	
22511111	COAP GRANT - OPIOD ABUSE PROG		
22511111	5102	REGULAR SALARIES	\$ 15,000.00
22511111	5210	MATERIAL & SUPPLIES	\$ 2,000.00
22511111	5317	NON CAPITAL PURCHASES	\$ 2,000.00
22511111	5400	PURCHASED SERVICES	\$ 200,000.00
22511111	5410	CONTRACTS BOCC APPROVED	\$ 200,000.00
22511111	5703	OTHER COUNTY GOVERNMENT	\$ 40,000.00
22511111	5704	GRANT TO OTHER OUTSIDE ENTITY	\$ 10,000.00
22511111	5811	PERS	\$ 2,100.00
22511111	5850	TRAINING & EDUCATION	\$ 2,000.00
22511111	5871	MEDICARE	\$ 220.00
22511111	5910	OTHER EXPENSE	\$ 2,000.00
22511111	5940	TRAVEL	\$ 2,000.00
TOTAL	COAP GRANT - OPIOD ABU		\$ 477,320.00
TOTAL	COAP GRANT - OPIOD ABU		\$ 477,320.00

ACCOUNTS FOR:		2020	
WC TECHNOLOGY CRIMES UNIT		APPROVED	
22521150	WC TECHNOLOGY CRIMES UNIT-PROS		
22521150	5988	RESIDUAL EQUITY TRANSFER	\$ -

TOTAL	WC TECHNOLOGY CRIMES U	\$	-
TOTAL	WC TECHNOLOGY CRIMES U	\$	-

ACCOUNTS FOR:			2020
COUNTY COURT PROBATION DEPT			APPROVED

22531280 COUNTY COURT PROBATION DEPT			
22531280	5102	REGULAR SALARIES	\$ -
22531280	5210	MATERIAL & SUPPLIES	\$ -
22531280	5220	MATERIAL & SUPPLIES	\$ -
22531280	5811	PERS	\$ -
22531280	5820	HEALTH & LIFE INSURANCE	\$ -
22531280	5830	WORKERS COMPENSATION	\$ -
22531280	5855	CLOTHING/PERSONAL EQUIP	\$ -
22531280	5860	LIFE INSURANCE	\$ -
22531280	5871	MEDICARE	\$ -
22531280	5910	OTHER EXPENSE	\$ -
TOTAL	COUNTY COURT PROBATION		\$ -
TOTAL	COUNTY COURT PROBATION		\$ -

ACCOUNTS FOR:			2020
CCMEP/TANF			APPROVED

22545800 CCMEP/TANF			
22545800	5102	REGULAR SALARIES	\$ 165,000.00
22545800	5114	OVERTIME PAY	\$ 5,000.00
22545800	5210	MATERIAL & SUPPLIES	\$ 20,000.00
22545800	5310	VEHICLES CAPITAL OUTLAY	\$ -
22545800	5317	NON CAPITAL PURCHASES	\$ 7,000.00
22545800	5318	DATA BD APPROV NON CAP	\$ -
22545800	5320	CAPITAL PURCHASES	\$ 10,000.00
22545800	5321	DT BD APR CAP BOCC	\$ -
22545800	5400	PURCHASED SERVICES	\$ 129,000.00
22545800	5410	CONTRACTS BOCC APPROVED	\$ -
22545800	5430	UTILITIES (GENERAL)	\$ 10,000.00
22545800	5460	INSURANCE	\$ 2,000.00
22545800	5651	SUPPORT ADULTS	\$ 10,000.00
22545800	5663	CLASSROOM TRAINING-ADULT	\$ 124,000.00
22545800	5811	PERS	\$ 26,000.00
22545800	5820	HEALTH & LIFE INSURANCE	\$ 25,000.00
22545800	5830	WORKERS COMPENSATION	\$ 1,000.00
22545800	5840	UNEMPLOYMENT COMP	\$ 1,000.00
22545800	5850	TRAINING & EDUCATION	\$ 7,000.00
22545800	5871	MEDICARE	\$ 5,000.00
22545800	5872	SOCIAL SECURITY	\$ 1,000.00
22545800	5881	SICK LEAVE PAYOUT	\$ 8,000.00

22545800	5882	VACATION LEAVE PAYOUT	\$	8,000.00
22545800	5910	OTHER EXPENSE	\$	50,000.00
TOTAL	CCMEP/TANF		\$	614,000.00
TOTAL	CCMEP/TANF		\$	614,000.00

ACCOUNTS FOR: 2020  
MUNICIPAL VICTIM WITNESS FUND APPROVED

22551150 MUNICIPAL VICTIM WITNESS-PROS				
22551150	5102	REGULAR SALARIES	\$	70,287.00
22551150	5811	PERS	\$	9,840.00
22551150	5820	HEALTH & LIFE INSURANCE	\$	5,826.00
22551150	5830	WORKERS COMPENSATION	\$	600.00
22551150	5840	UNEMPLOYMENT COMP	\$	2,000.00
22551150	5871	MEDICARE	\$	1,019.00
TOTAL	MUNICIPAL VICTIM WITNE		\$	89,572.00
TOTAL	MUNICIPAL VICTIM WITNE		\$	89,572.00

ACCOUNTS FOR: 2020  
WARREN COUNTY SOLID WASTE DIST APPROVED

22564410 WARREN COUNTY SOLID WASTE DIST				
22564410	5102	REGULAR SALARIES	\$	103,000.00
22564410	5114	OVERTIME PAY	\$	2,000.00
22564410	5210	MATERIAL & SUPPLIES	\$	24,000.00
22564410	5220	MATERIAL & SUPPLIES	\$	-
22564410	5317	NON CAPITAL PURCHASE	\$	2,000.00
22564410	5318	DATA BD APPROV NON CAP	\$	2,000.00
22564410	5320	CAPITAL PURCHASE	\$	-
22564410	5321	DT BD APR CAP BOCC	\$	-
22564410	5400	PURCHASED SERVICES	\$	-
22564410	5410	CONTRACTS BOCC APPROVED	\$	40,000.00
22564410	5421	RENT OR LEASE	\$	-
22564410	5430	UTILITIES	\$	3,000.00
22564410	5460	INSURANCE	\$	400.00
22564410	5778	RECYCLING	\$	-
22564410	5811	PERS	\$	14,420.00
22564410	5820	HEALTH & LIFE INSURANCE	\$	16,500.00
22564410	5830	WORKERS COMPENSATION	\$	2,000.00
22564410	5850	TRAINING/EDUCATION	\$	500.00
22564410	5855	CLOTHING/PERSONAL EQUIP	\$	1,000.00
22564410	5860	LIFE INSURANCE	\$	-
22564410	5871	MEDICARE	\$	1,500.00
22564410	5910	OTHER EXPENSE	\$	3,000.00
22564410	5940	TRAVEL	\$	500.00

22564410	5998	RESERVE/CONTINGENCY	\$	12,000.00
22564410	5999	CONTINGENCY	\$	-

TOTAL	WARREN COUNTY SOLID WA		\$	227,820.00
TOTAL	WARREN COUNTY SOLID WA		\$	227,820.00

ACCOUNTS FOR:				2020
OHIO PEACE OFFICER TRAINING				APPROVED

22572200	OHIO PEACE OFFICER TRAINING			
22572200	5850	TRAINING & EDUCATION	\$	50,000.00

TOTAL	OHIO PEACE OFFICER TRA		\$	50,000.00
TOTAL	OHIO PEACE OFFICER TRA		\$	50,000.00

ACCOUNTS FOR:				2020
WORKFORCE INVESTMENT ACT FUND				APPROVED

22585800	WORKFORCE INVESTMENT ACT			
22585800	5102	REGULAR SALARIES	\$	235,000.00
22585800	5114	OVERTIME PAY	\$	4,000.00
22585800	5157	YOUTH SALARIES	\$	-
22585800	5210	MATERIAL & SUPPLIES	\$	10,000.00
22585800	5220	MATERIAL & SUPPLIES	\$	-
22585800	5317	NON CAPITAL PURCHASE	\$	5,000.00
22585800	5320	CAPITAL PURCHASE	\$	10,000.00
22585800	5400	PURCHASED SERVICES	\$	60,000.00
22585800	5421	RENT OR LEASE	\$	-
22585800	5430	UTILITIES	\$	10,000.00
22585800	5450	ADVERTISE & PRINTING	\$	-
22585800	5460	INSURANCE	\$	2,000.00
22585800	5651	SUPPORT ADULTS	\$	5,000.00
22585800	5663	CLASSROOM TRAINING-ADULT	\$	67,000.00
22585800	5811	PERS	\$	25,000.00
22585800	5820	HEALTH & LIFE INSURANCE	\$	20,000.00
22585800	5830	WORKERS COMPENSATION	\$	2,000.00
22585800	5840	UNEMPLOYMENT COMPENSATION	\$	500.00
22585800	5850	TRAINING/EDUCATION	\$	3,000.00
22585800	5860	LIFE INSURANCE	\$	-
22585800	5871	MEDICARE	\$	5,000.00
22585800	5872	SOCIAL SECURITY	\$	1,000.00
22585800	5881	SICK LEAVE PAYOUT	\$	2,500.00
22585800	5882	VACATION LEAVE PAYOUT	\$	2,500.00
22585800	5905	REFUNDS - UNUSED GRANTS	\$	-
22585800	5910	OTHER EXPENSE	\$	40,000.00
22585800	5940	TRAVEL	\$	-

TOTAL	WORKFORCE INVESTMENT A	\$	509,500.00
TOTAL	WORKFORCE INVESTMENT A	\$	509,500.00

ACCOUNTS FOR:		2020
JTPA		APPROVED

22595915 ONE STOP GRANT-JTPA

22595915	5210	MATERIAL & SUPPLIES	\$	-
22595915	5220	OPERATING SUPPLIES	\$	-
22595915	5317	NON CAPITAL PURCHASE	\$	-
22595915	5400	PURCHASED SERVICES	\$	-
22595915	5910	OTHER EXPENSE	\$	-

TOTAL	ONE STOP GRANT-JTPA	\$	-
TOTAL	JTPA	\$	-

ACCOUNTS FOR:		2020
OHIO WORKS INCENTIVE PROGRAM		APPROVED

22605800 OHIO WORKS INCENTIVE PROGRAM

22605800	5102	REGULAR SALARIES	\$	-
22605800	5157	YOUTH SALARIES	\$	-
22605800	5210	MATERIAL & SUPPLIES	\$	-
22605800	5220	MATERIAL & SUPPLIES	\$	-
22605800	5317	NON CAPITAL PURCHASE	\$	-
22605800	5320	CAPITAL PURCHASE	\$	-
22605800	5400	PURCHASED SERVICES	\$	-
22605800	5421	RENT OR LEASE	\$	-
22605800	5430	UTILITIES	\$	-
22605800	5450	ADVERTISE & PRINTING	\$	-
22605800	5460	INSURANCE	\$	-
22605800	5651	SUPPORT ADULTS	\$	-
22605800	5663	CLASSROOM TRAINING-ADULT	\$	-
22605800	5811	PERS	\$	-
22605800	5840	UNEMPLOYMENT COMPENSATION	\$	-
22605800	5850	TRAINING/EDUCATION	\$	-
22605800	5872	SOCIAL SECURITY	\$	-
22605800	5881	SICK LEAVE PAYOUT	\$	-
22605800	5882	VACATION LEAVE PAYOUT	\$	-
22605800	5910	OTHER EXPENSE	\$	-
22605800	5940	TRAVEL	\$	-

TOTAL	OHIO WORKS INCENTIVE P	\$	-
TOTAL	OHIO WORKS INCENTIVE P	\$	-

ACCOUNTS FOR:		2020
PASS THROUGH GRANTS		APPROVED

22612000	PASS THROUGH GRANTS-PUB SAFETY			
22612000	5712	DRUG TASK FORCE	\$	245,000.00

TOTAL	PASS THROUGH GRANTS-PU		\$	245,000.00
TOTAL	PASS THROUGH GRANTS		\$	245,000.00

ACCOUNTS FOR:		2020
COMMUNITY CORRECTIONS MONITORI		APPROVED

22621224	COMM CORRECTIONS MONITOR-CP			
22621224	5102	REGULAR SALARIES	\$	-
22621224	5400	PURCHASED SERVICES	\$	377,000.00
22621224	5410	CONTRACTS BOCC APPROVED	\$	-
22621224	5811	PERS	\$	-
22621224	5820	HEALTH & LIFE INSURANCE	\$	-
22621224	5871	MEDICARE	\$	-

TOTAL	COMM CORRECTIONS MONIT		\$	377,000.00
TOTAL	COMMUNITY CORRECTIONS		\$	377,000.00

ACCOUNTS FOR:		2020
CHILD SUPPORT ENFORCEMENT		APPROVED

22635500	CHILD SUPPORT ENFORCEMENT			
22635500	5102	REGULAR SALARIES	\$	2,242,819.00
22635500	5114	OVERTIME PAY	\$	2,000.00
22635500	5210	MATERIAL & SUPPLIES	\$	66,000.00
22635500	5220	MATERIAL & SUPPLIES	\$	-
22635500	5310	VEHICLES CAPITAL OUTLAY	\$	-
22635500	5317	NON CAPITAL PURCHASE	\$	6,475.00
22635500	5318	DATA BD APPROV NON CAP	\$	2,900.00
22635500	5320	CAPITAL PURCHASES	\$	-
22635500	5321	DT BD APR CAP BOCC	\$	-
22635500	5400	PURCHASED SERVICES	\$	379,554.00
22635500	5410	CONTRACTS BOCC APPROVED	\$	4,160.00
22635500	5421	RENT OR LEASE	\$	-
22635500	5430	UTILITIES	\$	-
22635500	5457	CENTRAL SERVICES COST	\$	-
22635500	5811	PERS	\$	313,995.00
22635500	5820	HEALTH & LIFE INSURANCE	\$	398,321.00
22635500	5830	WORKERS COMPENSATION	\$	44,856.00
22635500	5840	UNEMPLOYMENT COMPENSATION	\$	10,000.00
22635500	5850	TRAINING/EDUCATION	\$	8,925.00
22635500	5860	LIFE INSURANCE	\$	-
22635500	5871	MEDICARE	\$	32,521.00
22635500	5881	SICK LEAVE PAYOUT	\$	20,000.00

22635500	5882	VACATION LEAVE PAYOUT	\$	20,000.00
22635500	5910	OTHER EXPENSE	\$	19,782.00
22635500	5911	NON TAXABLE MEAL FRINGE	\$	4,000.00
22635500	5922	TAXABLE MEAL FRINGE	\$	3,000.00
22635500	5940	TRAVEL	\$	-
22635500	5991	REIMBURSEMENT	\$	55,000.00

TOTAL	CHILD SUPPORT ENFORCEM		\$	3,634,308.00
TOTAL	CHILD SUPPORT ENFORCEM		\$	3,634,308.00

ACCOUNTS FOR: 2020  
EMERGENCY MANAGEMENT AGENCY APPROVED

22642800	EMERGENCY MANAGEMENT AGENCY			
22642800	5102	REGULAR SALARIES	\$	161,823.00
22642800	5114	OVERTIME PAY	\$	6,523.00
22642800	5210	MATERIAL & SUPPLIES	\$	14,000.00
22642800	5220	OPERATING SUPPLIES	\$	-
22642800	5310	VEHICLES CAPITAL OUTLAY	\$	-
22642800	5317	NON CAPITAL PURCHASE	\$	4,500.00
22642800	5318	DATA BD APPROV NON CAP	\$	4,000.00
22642800	5321	DT BD APR CAP BOCC	\$	-
22642800	5400	PURCHASED SERVICES	\$	16,800.00
22642800	5410	CONTRACTS BOCC APPROVED	\$	-
22642800	5460	INSURANCE	\$	500.00
22642800	5811	PERS	\$	22,655.00
22642800	5820	HEALTH & LIFE INSURANCE	\$	51,369.00
22642800	5830	WORKERS COMPENSATION	\$	3,236.00
22642800	5850	TRAINING/EDUCATION	\$	1,000.00
22642800	5855	CLOTHING/PERSONAL EQUIP	\$	400.00
22642800	5860	LIFE INSURANCE	\$	-
22642800	5871	MEDICARE	\$	2,346.00
22642800	5882	VACATION LEAVE PAYOUT	\$	-
22642800	5910	OTHER EXPENSE	\$	4,100.00
22642800	5911	NON TAXABLE MEAL FRINGE	\$	1,000.00
22642800	5922	TAXABLE MEAL FRINGE	\$	100.00
22642800	5940	TRAVEL	\$	-

TOTAL	EMERGENCY MANAGEMENT A		\$	294,352.00
TOTAL	EMERGENCY MANAGEMENT A		\$	294,352.00

ACCOUNTS FOR: 2020  
COMMUNITY DEVELOPMENT APPROVED

22653410	COMMUNITY DEVELOPMENT ADMIN			
22653410	5102	REGULAR SALARIES	\$	68,000.00
22653410	5210	MATERIAL & SUPPLIES	\$	1,250.00

22653410	5317	NON CAPITAL PURCHASE	\$	-
22653410	5318	DATA BD APPROV NON CAP	\$	1,000.00
22653410	5321	DT BD APR CAP BOCC	\$	-
22653410	5400	PURCHASED SERVICES	\$	4,000.00
22653410	5811	PERS	\$	9,520.00
22653410	5820	HEALTH & LIFE INSURANCE	\$	15,200.00
22653410	5830	WORKERS COMPENSATION	\$	1,300.00
22653410	5850	TRAINING/EDUCATION	\$	600.00
22653410	5860	LIFE INSURANCE	\$	-
22653410	5871	MEDICARE	\$	990.00
22653410	5910	OTHER EXPENSE	\$	2,000.00
22653410	5940	TRAVEL	\$	400.00
22653410	5950	REFUNDS	\$	-

TOTAL COMMUNITY DEVELOPMENT \$ 104,260.00

22653420 COMMUNITY DEVELOPMENT-FORMULA

22653420	5300	CAPITAL OUTLAY	\$	-
22653420	5317	NON CAPITAL PURCHASE	\$	700,000.00
22653420	5991	REIMBURSEMENT	\$	100,000.00

TOTAL COMMUNITY DEVELOPMENT- \$ 800,000.00

22653425 COMMUNITY DEV-COMP HOUSING

22653425	5300	CAPITAL OUTLAY	\$	-
22653425	5317	NON CAPITAL PURCHASES	\$	50,000.00
22653425	5400	PURCHASED SERVICES	\$	-
22653425	5991	REIMBURSEMENT	\$	-

TOTAL COMMUNITY DEV-COMP HOU \$ 50,000.00

22653428 COMMUNITY DEV-FAIR HOUSING

22653428	5210	MATERIAL & SUPPLIES	\$	500.00
22653428	5400	PURCHASED SERVICES	\$	3,000.00
22653428	5910	OTHER EXPENSE	\$	1,500.00

TOTAL COMMUNITY DEV-FAIR HOU \$ 5,000.00

TOTAL COMMUNITY DEVELOPMENT \$ 959,260.00

ACCOUNTS FOR:

COMM DEV-ENT ZONE MONITOR FEES

2020  
APPROVED

22663410 ENTERPRIZE ZONE MONITORING

22663410	5220	OPERATING SUPPLIES	\$	-
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TOTAL ENTERPRIZE ZONE MONITO \$ -

TOTAL COMM DEV-ENT ZONE MONI \$ -



ACCOUNTS FOR:			2020
LOEB FOUNDATION GRANT			APPROVED
22672200 LOEB FOUNDATION GRANT-SHRF			
22672200	5317	NON CAPITAL PURCHASE	\$ -
22672200	5320	CAPITAL PURCHASES	\$ 20,000.00
22672200	5910	OTHER EXPENSE	\$ -
TOTAL	LOEB FOUNDATION GRANT-		\$ 20,000.00
TOTAL	LOEB FOUNDATION GRANT		\$ 20,000.00

ACCOUNTS FOR:			2020
INDIGENT GUARDIANSHIP FUND			APPROVED
22681250 INDIGENT GUARDIANSHIP-PROB CT			
22681250	5102	REGULAR SALARIES	\$ 3,000.00
22681250	5400	PURCHASED SERVICES	\$ 4,000.00
22681250	5871	MEDICARE	\$ 45.00
TOTAL	INDIGENT GUARDIANSHIP-		\$ 7,045.00
TOTAL	INDIGENT GUARDIANSHIP		\$ 7,045.00

ACCOUNTS FOR:			2020
INDIGENT DRIVER ALCOHOL TREATM			APPROVED
22691280 INDIGENT DRVR ALC TREAT-CO CT			
22691280	5400	PURCHASED SERVICES	\$ 7,000.00
TOTAL	INDIGENT DRVR ALC TREA		\$ 7,000.00
TOTAL	INDIGENT DRIVER ALCOHO		\$ 7,000.00

ACCOUNTS FOR:			2020
JUVENILE TREATMENT CENTER			APPROVED
22701240 JUVENILE TREATMENT CTR-JUV CT			
22701240	5102	REGULAR SALARIES	\$ 819,787.00
22701240	5114	OVERTIME PAY	\$ 15,000.00
22701240	5210	MATERIAL & SUPPLIES	\$ 18,000.00
22701240	5220	OPERATING SUPPLIES	\$ -
22701240	5317	NON CAPITAL PURCHASE	\$ 2,000.00
22701240	5318	DATA BD APPROV NON CAP	\$ -
22701240	5320	CAPITAL PURCHASE	\$ -
22701240	5321	DT BD APR CAP BOCC	\$ -
22701240	5400	PURCHASED SERVICES	\$ 35,000.00
22701240	5410	CONTRACTS BOCC APPROVED	\$ 150,000.00
22701240	5430	UTILITIES	\$ 6,600.00

22701240	5460	INSURANCE	\$	1,000.00
22701240	5811	PERS	\$	118,270.00
22701240	5820	HEALTH & LIFE INSURANCE	\$	129,890.00
22701240	5830	WORKERS COMPENSATION	\$	11,500.00
22701240	5840	UNEMPLOYMENT COMPENSATION	\$	-
22701240	5850	TRAINING/EDUCATION	\$	2,500.00
22701240	5855	CLOTHING/PERSONAL EQUIP	\$	1,000.00
22701240	5860	LIFE INSURANCE	\$	-
22701240	5871	MEDICARE	\$	12,249.00
22701240	5881	SICK LEAVE PAYOUT	\$	-
22701240	5882	VACATION LEAVE PAYOUT	\$	-
22701240	5910	OTHER EXPENSE	\$	1,000.00
22701240	5911	NON TAXABLE MEAL FRINGE	\$	400.00
22701240	5922	TAXABLE MEAL FRINGE	\$	100.00
22701240	5940	TRAVEL	\$	-

TOTAL	JUVENILE TREATMENT CTR		\$	1,324,296.00
TOTAL	JUVENILE TREATMENT CEN		\$	1,324,296.00

ACCOUNTS FOR: 2020  
DTAC-PROSECUTOR ORC 321.261 APPROVED

22711150 DTAC-PROSECUTOR				
22711150	5102	REGULAR SALARIES	\$	137,748.00
22711150	5210	MATERIAL & SUPPLIES	\$	2,000.00
22711150	5317	NON CAPITAL PURCHASE	\$	1,000.00
22711150	5318	DATA BD APPROV NON CAP	\$	-
22711150	5320	CAPITAL PURCHASES	\$	-
22711150	5321	DT BD APR CAP BOCC	\$	-
22711150	5400	PURCHASED SERVICES	\$	1,000.00
22711150	5410	CONTRACTS BOCC APPROVED	\$	-
22711150	5811	PERS	\$	19,285.00
22711150	5820	HEALTH & LIFE INSURANCE	\$	20,548.00
22711150	5830	WORKERS COMPENSATION	\$	2,066.00
22711150	5850	TRAINING/EDUCATION	\$	2,833.00
22711150	5860	LIFE INSURANCE	\$	-
22711150	5871	MEDICARE	\$	1,997.00
22711150	5881	SICK LEAVE PAYOUT	\$	-
22711150	5882	VACATION LEAVE PAYOUT	\$	-
22711150	5910	OTHER EXPENSE	\$	4,382.00
22711150	5940	TRAVEL	\$	-

TOTAL	DTAC-PROSECUTOR		\$	192,859.00
TOTAL	DTAC-PROSECUTOR ORC 32		\$	192,859.00

ACCOUNTS FOR: 2020  
CP INDIGENT DRVR ALC TREATMT APPROVED

22721220	CP INDIGENT DRVR ALC TREATMT		
22721220	5400	PURCHASED SERVICES	\$ 5,000.00
TOTAL	CP INDIGENT DRVR ALC T		\$ 5,000.00
TOTAL	CP INDIGENT DRVR ALC T		\$ 5,000.00

ACCOUNTS FOR:  
CHILDREN SERVICES

2020  
APPROVED

22735100	CHILDREN SERVICES		
22735100	5102	REGULAR SALARIES	\$ 2,530,000.00
22735100	5114	OVERTIME PAY	\$ 6,500.00
22735100	5125	ON CALL STAFF	\$ -
22735100	5210	MATERIAL & SUPPLIES	\$ 75,000.00
22735100	5220	OPERATING SUPPLIES	\$ -
22735100	5310	VEHICLES CAPITAL OUTLAY	\$ -
22735100	5317	NON CAPITAL PURCHASE	\$ -
22735100	5320	CAPITAL PURCHASE	\$ -
22735100	5400	PURCHASED SERVICES	\$ 155,000.00
22735100	5410	CONTRACTS BOCC APPROVED	\$ 190,000.00
22735100	5430	UTILITIES	\$ 55,000.00
22735100	5446	CHILD-PLACEMENT	\$ 600,000.00
22735100	5447	CHILD PLACEMENT SPECIALIZED	\$ 4,500,000.00
22735100	5460	INSURANCE	\$ 1,000.00
22735100	5463	VEHICLES-INSURANCE	\$ -
22735100	5495	SPECIALIZED CARE PROGRAM	\$ -
22735100	5496	DAY CARE - ADC	\$ -
22735100	5620	SUBSIDIZED ADOPTION	\$ -
22735100	5625	POST ADOPTION SPEC SERV SUBSID	\$ -
22735100	5811	PERS	\$ 356,000.00
22735100	5820	HEALTH & LIFE INSURANCE	\$ 656,000.00
22735100	5830	WORKERS COMPENSATION	\$ 50,800.00
22735100	5840	UNEMPLOYMENT COMPENSATION	\$ -
22735100	5850	TRAINING/EDUCATION	\$ 20,000.00
22735100	5855	CLOTHING/PERSONAL EQUIP	\$ -
22735100	5860	LIFE INSURANCE	\$ -
22735100	5871	MEDICARE	\$ 37,000.00
22735100	5881	SICK LEAVE PAYOUT	\$ -
22735100	5882	VACATION LEAVE PAYOUT	\$ -
22735100	5910	OTHER EXPENSE	\$ 220,000.00
22735100	5940	TRAVEL	\$ 5,500.00
TOTAL	CHILDREN SERVICES		\$ 9,457,800.00

22735125 FAM/CHILD FIRST GRANT-CH SVC

22735125	5102	REGULAR SALARIES	\$ -
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22735125	5811	PERS	\$	-
22735125	5820	HEALTH & LIFE INSURANCE	\$	-
22735125	5871	MEDICARE	\$	-

TOTAL	FAM/CHILD FIRST GRANT-		\$	-
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22735160	DONATIONS-CHILDREN SERVICE			
22735160	5900	MISCELLANEOUS	\$	-
22735160	5910	OTHER EXPENSE	\$	3,000.00

TOTAL	DONATIONS-CHILDREN SER		\$	3,000.00
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22735165	ALTERNATIVE RESP DONATION-CS			
22735165	5900	MISCELLANEOUS	\$	-
22735165	5910	OTHER EXPENSE	\$	-

TOTAL	ALTERNATIVE RESP DONAT		\$	-
TOTAL	CHILDREN SERVICES		\$	9,460,800.00

ACCOUNTS FOR:		2020
COUNTY COURT COMPUTR 1907.261A		APPROVED

22741410	IT COSTS-COUNTY COURT			
22741410	5317	NON CAPITAL PURCHASE	\$	7,000.00
22741410	5318	DATA BD APPROV NON CAP	\$	4,000.00
22741410	5400	PURCHASED SERVICES	\$	6,000.00

TOTAL	IT COSTS-COUNTY COURT		\$	17,000.00
TOTAL	COUNTY COURT COMPUTR 1		\$	17,000.00

ACCOUNTS FOR:		2020
COUNTY CRT CLK COMP 1907.261B		APPROVED

22751410	IT COSTS-COUNTY COURT CLERK			
22751410	5317	NON CAPITAL PURCHASE	\$	15,000.00
22751410	5320	CAPITAL PURCHASE	\$	-
22751410	5400	PURCHASED SERVICES	\$	72,000.00

TOTAL	IT COSTS-COUNTY COURT		\$	87,000.00
TOTAL	COUNTY CRT CLK COMP 19		\$	87,000.00

ACCOUNTS FOR:		2020
PROBATE COMPUTER 2101.162		APPROVED

22761410	IT COSTS-PROBATE COURT			
22761410	5317	NON CAPITAL PURCHASE	\$	5,000.00
22761410	5330	CAPITAL PURCH REG OFFICE	\$	-

22761410	5331	DATA APR CAPITAL REG OFFICE	\$	-
22761410	5400	PURCHASED SERVICES	\$	-
TOTAL	IT COSTS-PROBATE COURT		\$	5,000.00
TOTAL	PROBATE COMPUTER 2101.		\$	5,000.00

ACCOUNTS FOR: 2020  
PROBATE CLERK COMPUTR 2101.162 APPROVED

22771410	IT COSTS-PROBATE COURT CLERK			
22771410	5317	NON CAPITAL PURCHASE	\$	14,000.00
22771410	5320	CAPITAL PURCHASE	\$	-
22771410	5330	CAPITAL PURCH REG OFFICE	\$	-
22771410	5331	DATA APR CAPITAL REG OFFICE	\$	-
22771410	5400	PURCHASED SERVICES	\$	-
TOTAL	IT COSTS-PROBATE COURT		\$	14,000.00
TOTAL	PROBATE CLERK COMPUTR		\$	14,000.00

ACCOUNTS FOR: 2020  
JUVENILE CLK COMPUTR 2151.541 APPROVED

22781240	IT COSTS2-JUVENILE COURT CLERK			
22781240	5317	NON CAPITAL PURCHASE	\$	-
TOTAL	IT COSTS2-JUVENILE COU		\$	-

22781410	IT COSTS-JUVENILE COURT CLERK			
22781410	5317	NON CAPITAL PURCHASE	\$	6,000.00
22781410	5320	CAPITAL PURCHASES	\$	-
22781410	5330	CAPITAL PURCH REG OFFICE	\$	-
22781410	5331	DATA APR CAPITAL REG OFFICE	\$	-
22781410	5400	PURCHASED SERVICES	\$	59,250.00
TOTAL	IT COSTS-JUVENILE COUR		\$	65,250.00
TOTAL	JUVENILE CLK COMPUTR 2		\$	65,250.00

ACCOUNTS FOR: 2020  
JUVENILE COMPUTER 2151.541 APPROVED

22791410	IT COSTS-JUVENILE COURT			
22791410	5317	NON CAPITAL PURCHASE	\$	5,000.00
22791410	5330	CAPITAL PURCH REG OFFICE	\$	-
22791410	5331	DATA APR CAPITAL REG OFFICE	\$	-
TOTAL	IT COSTS-JUVENILE COUR		\$	5,000.00
TOTAL	JUVENILE COMPUTER 2151		\$	5,000.00

ACCOUNTS FOR:			2020
COMMON PLEAS COMPUTER 2303.201			APPROVED
22801410 IT COSTS-COMMON PLEAS			
22801410	5210	MATERIAL & SUPPLIES	\$ 1,300.00
22801410	5220	OPERATING SUPPLIES	\$ -
22801410	5317	NON CAPITAL PURCHASE	\$ 4,000.00
22801410	5318	DATA BD APPROV NON CAP	\$ -
22801410	5320	CAPITAL PURCHASE	\$ -
22801410	5400	PURCHASED SERVICES	\$ 14,000.00
TOTAL	IT COSTS-COMMON PLEAS		\$ 19,300.00
TOTAL	COMMON PLEAS COMPUTER		\$ 19,300.00

ACCOUNTS FOR:			2020
DOMESTIC REL COMPUTER 2301.031			APPROVED
22811410 IT COSTS-DOMESTIC RELATIONS			
22811410	5317	NON CAPITAL PURCHASE	\$ 5,000.00
22811410	5318	DATA BD APPROV NON CAP	\$ -
22811410	5331	DATA APR CAPITAL REG OFFICE	\$ -
TOTAL	IT COSTS-DOMESTIC RELA		\$ 5,000.00
TOTAL	DOMESTIC REL COMPUTER		\$ 5,000.00

ACCOUNTS FOR:			2020
CLERK COURTS COMPUTER 2303.201			APPROVED
22821410 IT COSTS-CLERK OF COURTS			
22821410	5317	NON CAPITAL PURCHASE	\$ 25,900.00
22821410	5320	CAPITAL PURCHASE	\$ -
22821410	5400	PURCHASED SERVICES	\$ 65,000.00
TOTAL	IT COSTS-CLERK OF COUR		\$ 90,900.00
TOTAL	CLERK COURTS COMPUTER		\$ 90,900.00

ACCOUNTS FOR:			2020
COUNTY CT SPEC PROJ 1907.24B1			APPROVED
22831280 COUNTY COURT SPECIAL PROJECTS			
22831280	5102	REGULAR SALARIES	\$ -
22831280	5210	MATERIAL & SUPPLIES	\$ 5,000.00
22831280	5220	OPERATING SUPPLIES	\$ -
22831280	5317	NON CAPITAL PURCHASE	\$ 6,500.00
22831280	5320	CAPITAL PURCHASE	\$ 3,000.00
22831280	5400	PURCHASED SERVICES	\$ 717,750.00

22831280	5427	PURCH SVCS-REHAB & MAINTENANCE	\$	-
22831280	5460	INSURANCE	\$	350.00
22831280	5811	PERS	\$	-
22831280	5830	WORKERS COMPENSATION	\$	-
22831280	5850	TRAINING/EDUCATION	\$	5,300.00
22831280	5871	MEDICARE	\$	-
22831280	5910	OTHER EXPENSE	\$	12,350.00
22831280	5911	NON TAXABLE MEAL FRINGE	\$	150.00
TOTAL	COUNTY COURT SPECIAL P		\$	750,400.00
TOTAL	COUNTY CT SPEC PROJ 19		\$	750,400.00

ACCOUNTS FOR: 2020  
COGNITIVE INTERVENTION PROGRAM APPROVED

22842911	SUBSTANCE ABUSE MONITORING			
22842911	5102	REGULAR SALARIES	\$	69,401.00
22842911	5210	MATERIAL & SUPPLIES	\$	20,800.00
22842911	5220	OPERATING SUPPLIES	\$	-
22842911	5400	PURCHASED SERVICES	\$	37,000.00
22842911	5421	RENT OR LEASE	\$	-
22842911	5430	UTILITIES	\$	-
22842911	5811	PERS	\$	9,717.00
22842911	5820	HEALTH & LIFE INSURANCE	\$	15,384.00
22842911	5830	WORKERS COMPENSATION	\$	1,800.00
22842911	5840	UNEMPLOYMENT COMPENSATION	\$	-
22842911	5850	TRAINING/EDUCATION	\$	1,800.00
22842911	5855	CLOTHING/PERSONAL EQUIP	\$	1,000.00
22842911	5860	LIFE INSURANCE	\$	-
22842911	5871	MEDICARE	\$	1,007.00
22842911	5910	OTHER EXPENSE	\$	1,500.00
TOTAL	SUBSTANCE ABUSE MONITO		\$	159,409.00
TOTAL	COGNITIVE INTERVENTION		\$	159,409.00

ACCOUNTS FOR: 2020  
CONCEALED HANDGUN LICENSE APPROVED

22852200	CONCEALED HANDGUN LICENSE			
22852200	5102	REGULAR SALARIES	\$	54,730.00
22852200	5114	OVERTIME PAY	\$	-
22852200	5115	HOLIDAY PAY	\$	-
22852200	5210	MATERIAL & SUPPLIES	\$	7,200.00
22852200	5220	OPERATING SUPPLIES	\$	-
22852200	5317	NON CAPITAL PURCHASE	\$	8,000.00
22852200	5400	PURCHASED SERVICES	\$	1,400.00
22852200	5811	PERS	\$	7,662.00

22852200	5820	HEALTH & LIFE INSURANCE	\$	15,175.00
22852200	5830	WORKERS COMPENSATION	\$	1,095.00
22852200	5860	LIFE INSURANCE	\$	-
22852200	5871	MEDICARE	\$	794.00
22852200	5910	OTHER EXPENSE	\$	-
TOTAL	CONCEALED HANDGUN LICE		\$	96,056.00
TOTAL	CONCEALED HANDGUN LICE		\$	96,056.00

ACCOUNTS FOR: 2020  
SHERIFF-DRUG LAW ENFORCEMENT APPROVED

22862200	DRUG LAW ENFORCEMENT-SHERIFF			
22862200	5210	MATERIAL & SUPPLIES	\$	2,000.00
22862200	5220	OPERATING SUPPLIES	\$	-
22862200	5317	NON CAPITAL PURCHASE	\$	1,000.00
22862200	5320	CAPITAL PURCHASE	\$	-
22862200	5400	PURCHASED SERVICES	\$	2,000.00
22862200	5850	TRAINING & EDUCATION	\$	-
22862200	5910	OTHER EXPENSE	\$	500.00
TOTAL	DRUG LAW ENFORCEMENT-S		\$	5,500.00
TOTAL	SHERIFF-DRUG LAW ENFOR		\$	5,500.00

ACCOUNTS FOR: 2020  
SHERIFF-LAW ENFORCEMENT TRUST APPROVED

22872200	LAW ENFORCEMENT TRUST-SHERIFF			
22872200	5155	PERSONAL SERVICES REIMBURSEMENTS	\$	-
22872200	5210	MATERIAL & SUPPLIES	\$	1,000.00
22872200	5317	NON CAPITAL PURCHASE	\$	1,000.00
22872200	5400	PURCHASED SERVICES	\$	35,000.00
22872200	5460	INSURANCE	\$	-
22872200	5903	DONATIONS	\$	-
22872200	5910	OTHER EXPENSE	\$	1,000.00
22872200	5920	ALLOWANCES	\$	-
TOTAL	LAW ENFORCEMENT TRUST-		\$	38,000.00
TOTAL	SHERIFF-LAW ENFORCEMEN		\$	38,000.00

ACCOUNTS FOR: 2020  
COMM BASED CORRECTIONS DONATIO APPROVED

22881226	SMART OHIO PILOT PROG-COMMCORR			
22881226	5910	OTHER EXPENSE	\$	100.00
TOTAL	SMART OHIO PILOT PROG-		\$	100.00



TOTAL COMM BASED CORRECTIONS \$ 100.00

ACCOUNTS FOR: 2020  
COMMUNITY BASED CORRECTIONS APPROVED

22891220 COMM CORRCTN-COMMON PLEAS CT

22891220	5102	REGULAR SALARIES	\$	39,894.00
22891220	5210	MATERIAL & SUPPLIES	\$	-
22891220	5317	NON CAPITAL PURCHASE	\$	-
22891220	5811	PERS	\$	5,586.00
22891220	5820	HEALTH & LIFE INSURANCE	\$	4,820.00
22891220	5830	WORKERS COMPENSATION	\$	432.00
22891220	5860	LIFE INSURANCE	\$	-
22891220	5871	MEDICARE	\$	580.00
22891220	5910	OTHER EXPENSE	\$	-

TOTAL COMM CORRCTN-COMMON PL \$ 51,312.00

22891224 COMM CORRCTN-CP COMM CORRCTN

22891224	5102	REGULAR SALARIES	\$	212,327.00
22891224	5210	MATERIAL & SUPPLIES	\$	-
22891224	5317	NON CAPITAL PURCHASE	\$	-
22891224	5400	PURCHASED SERVICES	\$	50,405.00
22891224	5811	PERS	\$	29,726.00
22891224	5820	HEALTH & LIFE INSURANCE	\$	29,880.00
22891224	5830	WORKERS COMPENSATION	\$	1,200.00
22891224	5840	UNEMPLOYMENT COMPENSATION	\$	1,041.00
22891224	5850	TRAINING/EDUCATION	\$	8,000.00
22891224	5860	LIFE INSURANCE	\$	-
22891224	5871	MEDICARE	\$	3,080.00
22891224	5910	OTHER EXPENSE	\$	-

TOTAL COMM CORRCTN-CP COMM C \$ 335,659.00

22891225 COMM CORR-PROB IMPROV/INCENTV

22891225	5102	REGULAR SALARIES	\$	-
22891225	5210	MATERIAL & SUPPLIES	\$	-
22891225	5317	NON CAPITAL PURCHASE	\$	-
22891225	5400	PURCHASED SERVICES	\$	-
22891225	5811	PERS	\$	-
22891225	5820	HEALTH & LIFE INSURANCE	\$	-
22891225	5830	WORKERS COMPENSATION	\$	-
22891225	5850	TRAINING/EDUCATION	\$	-
22891225	5860	LIFE INSURANCE	\$	-
22891225	5871	MEDICARE	\$	-
22891225	5910	OTHER EXPENSE	\$	-
22891225	5940	TRAVEL	\$	-

TOTAL	COMM CORR-PROB IMPROV/		\$	-
22891226 COMM CORR-SMART OHIO PILOT PRO				
22891226	5102	REGULAR SALARIES	\$	-
22891226	5210	MATERIAL & SUPPLIES	\$	-
22891226	5220	OPERATING SUPPLIES	\$	-
22891226	5317	NON CAPITAL PURCHASE	\$	-
22891226	5320	CAPITAL PURCHASE	\$	-
22891226	5400	PURCHASED SERVICES	\$	-
22891226	5811	PERS	\$	-
22891226	5820	HEALTH & LIFE INSURANCE	\$	-
22891226	5830	WORKERS COMPENSATION	\$	-
22891226	5850	TRAINING/EDUCATION	\$	-
22891226	5855	CLOTHING/PERSONAL EQUIP	\$	-
22891226	5860	LIFE INSURANCE	\$	-
22891226	5871	MEDICARE	\$	-
22891226	5910	OTHER EXPENSE	\$	-
22891226	5940	TRAVEL	\$	-
TOTAL	COMM CORR-SMART OHIO P		\$	-
22891227 COMM CORR-JUSTICE REINVEST INC				
22891227	5102	REGULAR SALARIES	\$	146,991.00
22891227	5114	OVERTIME PAY	\$	-
22891227	5210	MATERIAL & SUPPLIES	\$	-
22891227	5400	PURCHASED SERVICES	\$	33,000.00
22891227	5460	INSURANCE	\$	-
22891227	5811	PERS	\$	20,579.00
22891227	5820	HEALTH & LIFE INSURANCE	\$	45,540.00
22891227	5850	TRAINING/EDUCATION	\$	6,000.00
22891227	5855	CLOTHING/PERSONAL EQUIP	\$	-
22891227	5871	MEDICARE	\$	2,140.00
TOTAL	COMM CORR-JUSTICE REIN		\$	254,250.00
22891228 COMM CORRCTN-SPECLIZED DOCKET				
22891228	5400	PURCHASED SERVICES	\$	-
TOTAL	COMM CORRCTN-SPECLIZED		\$	-
TOTAL	COMMUNITY BASED CORREC		\$	641,221.00
ACCOUNTS FOR:				2020
HAZ MAT EMERG PLAN SPEC FUND				APPROVED
22902840 HAZ MAT EMERG PLAN SPEC				
22902840	5400	PURCHASED SERVICES	\$	27,119.00

TOTAL	HAZ MAT EMERG PLAN SPE	\$	27,119.00
TOTAL	HAZ MAT EMERG PLAN SPE	\$	27,119.00

ACCOUNTS FOR:		2020
SHERIFF-D.A.R.E. PROGRAM		APPROVED

22912200	D.A.R.E. PROGRAM-SHERIFF		
22912200	5910	OTHER EXPENSE	\$ -

TOTAL	D.A.R.E. PROGRAM-SHERI	\$	-
TOTAL	SHERIFF-D.A.R.E. PROGR	\$	-

ACCOUNTS FOR:		2020
TRAFFIC SAFETY PROGRAM-SHERIFF		APPROVED

22922222	STEP/IDEP		
22922222	5114	OVERTIME PAY	\$ -
22922222	5210	MATERIAL & SUPPLIES	\$ -
22922222	5220	OPERATING SUPPLIES	\$ -
22922222	5317	NON CAPITAL PURCHASES	\$ -
22922222	5811	PERS	\$ -
22922222	5871	MEDICARE	\$ -
22922222	5910	OTHER EXPENSE	\$ -

TOTAL	STEP/IDEP	\$	-
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22922223	IMPAIRED DRIVING ENFORCE PROG		
22922223	5114	OVERTIME PAY	\$ -
22922223	5220	OPERATING SUPPLIES	\$ -
22922223	5811	PERS	\$ -
22922223	5871	MEDICARE	\$ -

TOTAL	IMPAIRED DRIVING ENFOR	\$	-
TOTAL	TRAFFIC SAFETY PROGRAM	\$	-

ACCOUNTS FOR:		2020
SHERIFF GRANTS		APPROVED

22932200	SHERIFF GRANTS-SHERIFF		
22932200	5317	NON CAPITAL PURCHASE	\$ -
22932200	5400	PURCHASED SERVICES	\$ -
22932200	5410	CONTRACTS BOCC APPROVED	\$ 152,000.00
22932200	5910	OTHER EXPENSE	\$ -
22932200	5920	ALLOWANCES	\$ -

TOTAL	SHERIFF GRANTS-SHERIFF	\$	152,000.00
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TOTAL SHERIFF GRANTS \$ 152,000.00

ACCOUNTS FOR: 2020  
SHERIFF DARE LAW ENFORC GRANT APPROVED

22942200 SHERIFF DARE LAW ENFORCE GRANT

22942200 5155 PERSONAL SERVICES REIMBURSEMT \$ 38,000.00

TOTAL SHERIFF DARE LAW ENFOR \$ 38,000.00

TOTAL SHERIFF DARE LAW ENFOR \$ 38,000.00

ACCOUNTS FOR: 2020  
TACTICAL RESPONSE UNIT APPROVED

22952200 TACTICAL RESPONSE UNIT-SHERIFF

22952200 5210 MATERIAL & SUPPLIES \$ 2,000.00

22952200 5220 OPERATING SUPPLIES \$ -

22952200 5317 NON CAPITAL PURCHASE \$ -

22952200 5400 PURCHASED SERVICES \$ 700.00

22952200 5855 CLOTHING/PERSONAL EQUIP \$ -

22952200 5910 OTHER EXPENSE \$ 320.00

22952200 5940 TRAVEL \$ -

TOTAL TACTICAL RESPONSE UNIT \$ 3,020.00

TOTAL TACTICAL RESPONSE UNIT \$ 3,020.00

ACCOUNTS FOR: 2020  
COMP REHAB DWNPMT ASST COMMDEV APPROVED

22963425 COMP REHAB DWNPMT ASST-CD

22963425 5910 OTHER EXPENSE \$ 10,000.00

22963425 5912 ADMIN COSTS \$ 1,000.00

22963425 5920 ALLOWANCES \$ 11,000.00

TOTAL COMP REHAB DWNPMT ASST \$ 22,000.00

TOTAL COMP REHAB DWNPMT ASST \$ 22,000.00

ACCOUNTS FOR: 2020  
ENFORCEMT & EDUCATN 4511.19G5A APPROVED

22972200 ENFORCEMT & EDUCATN 4511.19G5A

22972200 5317 NON CAPITAL PURCHASE \$ 30,000.00

TOTAL ENFORCEMT & EDUCATN 45 \$ 30,000.00

TOTAL ENFORCEMT & EDUCATN 45 \$ 30,000.00

ACCOUNTS FOR: 2020

REHAB INC FUNDS

APPROVED

22985000	REHAB INC		
22985000	5400	PURCHASED SERVICES	\$ 10,000.00
22985000	5910	OTHER EXPENSE	\$ 10,000.00
22985000	5912	ADMIN COSTS	\$ 2,000.00
22985000	5920	ALLOWANCES	\$ -
TOTAL	REHAB INC		\$ 22,000.00
TOTAL	REHAB INC FUNDS		\$ 22,000.00

ACCOUNTS FOR:  
COUNTY TRANSIT

2020  
APPROVED

22997000	TRANSIT		
22997000	5210	MATERIAL & SUPPLIES	\$ 140,000.00
22997000	5220	OPERATING SUPPLIES	\$ -
22997000	5310	VEHICLES CAPITAL OUTLAY	\$ 187,000.00
22997000	5317	NON CAPITAL PURCHASE	\$ -
22997000	5320	CAPITAL PURCHASES	\$ -
22997000	5400	PURCHASED SERVICES	\$ -
22997000	5410	CONTRACTS BOCC APPROVED	\$ 930,000.00
22997000	5910	OTHER EXPENSE	\$ 500.00
22997000	5912	ADMIN COSTS	\$ 40,000.00
TOTAL	TRANSIT		\$ 1,297,500.00
TOTAL	COUNTY TRANSIT		\$ 1,297,500.00

ACCOUNTS FOR:  
BOND RETIREMENT SPECIAL ASSMT

2020  
APPROVED

33273119	STRIKER ROAD		
33273119	5511	INTEREST	\$ -
33273119	5512	PRINCIPAL	\$ -
TOTAL	STRIKER ROAD		\$ -
33273237	13 BELLBROOK/CHENOWETH WATER		
33273237	5511	INTEREST	\$ 11,000.00
33273237	5512	PRINCIPAL	\$ 12,910.00
TOTAL	13 BELLBROOK/CHENOWETH		\$ 23,910.00
33273901	2000 ISSUE WS		
33273901	5511	INTEREST	\$ 5,000.00
33273901	5512	PRINCIPAL	\$ 90,000.00

TOTAL	2000 ISSUE WS		\$	95,000.00
33273902	2001 ISSUE WS			
33273902	5511	INTEREST	\$	18,195.00
33273902	5512	PRINCIPAL	\$	165,000.00
TOTAL	2001 ISSUE WS		\$	183,195.00
33273903	2003 ISSUE WS			
33273903	5511	INTEREST	\$	-
33273903	5512	PRINCIPAL	\$	-
TOTAL	2003 ISSUE WS		\$	-
33273904	2004 ISSUE WS			
33273904	5511	INTEREST	\$	3,255.00
33273904	5512	PRINCIPAL	\$	12,926.00
TOTAL	2004 ISSUE WS		\$	16,181.00
33273905	2005 ISSUE W			
33273905	5511	INTEREST	\$	1,244.00
33273905	5512	PRINCIPAL	\$	4,213.00
TOTAL	2005 ISSUE W		\$	5,457.00
33273906	2007 ISSUE R			
33273906	5511	INTEREST	\$	-
33273906	5512	PRINCIPAL	\$	-
TOTAL	2007 ISSUE R		\$	-
33273907	2008 ISSUE-RD/S			
33273907	5511	INTEREST	\$	-
33273907	5512	PRINCIPAL	\$	-
TOTAL	2008 ISSUE-RD/S		\$	-
33273909	2011 ISSUE W			
33273909	5511	INTEREST	\$	14,295.00
33273909	5512	PRINCIPAL	\$	25,120.00
TOTAL	2011 ISSUE W		\$	39,415.00
33273910	17 IRWIN SIMPSON SEWER			
33273910	5511	INTEREST	\$	5,112.00
33273910	5512	PRINCIPAL	\$	4,644.00

TOTAL 17 IRWIN SIMPSON SEWER \$ 9,756.00

33273911 2019 KEEVER CK & 741 TURN LANE

33273911 5511 INTEREST \$ 16,645.00

33273911 5512 PRINCIPAL \$ 22,222.00

TOTAL 2019 KEEVER CK & 741 T \$ 38,867.00

TOTAL BOND RETIREMENT SPECIA \$ 411,781.00

ACCOUNTS FOR:  
STATE OPWC LOAN

2020  
APPROVED

33603120 STATE OPWC LOAN

33603120 5512 PRINCIPAL \$ 112,715.70

TOTAL STATE OPWC LOAN \$ 112,715.70

TOTAL STATE OPWC LOAN \$ 112,715.70

ACCOUNTS FOR:  
2013 RADIO SYSTEM BONDS

2020  
APPROVED

33683824 2013 RADIO SYSTEM UPGRADE

33683824 5511 INTEREST \$ 41,973.75

33683824 5512 PRINCIPAL \$ 870,000.00

TOTAL 2013 RADIO SYSTEM UPGR \$ 911,973.75

TOTAL 2013 RADIO SYSTEM BOND \$ 911,973.75

ACCOUNTS FOR:  
TAX INCREMENT FINANCING - P&G

2020  
APPROVED

33843785 2005 P&G TIF COMBINED ISSUE

33843785 5511 INTEREST \$ -

33843785 5512 PRINCIPAL \$ -

TOTAL 2005 P&G TIF COMBINED \$ -

33843786 STATE 166 LOAN

33843786 5511 INTEREST \$ -

33843786 5512 PRINCIPAL \$ -

33843786 5910 OTHER EXPENSE \$ -

TOTAL STATE 166 LOAN \$ -

33843788 2010 TIF ROAD BOND

33843788 5511 INTEREST \$ 47,227.00

33843788	5512	PRINCIPAL	\$	395,000.00
TOTAL	2010 TIF ROAD BOND		\$	442,227.00
TOTAL	TAX INCREMENT FINANCIN		\$	442,227.00

ACCOUNTS FOR:				2020
2009 RID BOND GREENS OF BUNNEL				APPROVED

33933908	2009 RID GREENS BUNNLL HILL-RD			
33933908	5511	INTEREST	\$	120,413.00
33933908	5512	PRINCIPAL	\$	70,000.00
33933908	5901	FEE SHARE STATE	\$	-
33933908	5909	AUDITOR & TREASURER FEES	\$	-
33933908	5910	OTHER EXPENSE	\$	-
TOTAL	2009 RID GREENS BUNNLL		\$	190,413.00
TOTAL	2009 RID BOND GREENS O		\$	190,413.00

ACCOUNTS FOR:				2020
JAIL BONDS 2019				APPROVED

33953712	JAIL BONDS 2019			
33953712	5511	INTEREST	\$	1,111,450.00
33953712	5512	PRINCIPAL	\$	8,985,000.00
TOTAL	JAIL BONDS 2019		\$	10,096,450.00
TOTAL	JAIL BONDS 2019		\$	10,096,450.00

ACCOUNTS FOR:				2020
COUNTY WIDE FINANCIAL SOFTWARE				APPROVED

44011120	COUNTY WIDE FINANCIAL SOFTWARE			
44011120	5102	REGULAR SALARIES	\$	-
44011120	5114	OVERTIME PAY	\$	-
44011120	5320	CAPITAL PURCHASE	\$	18,000.00
44011120	5370	SOFTWARE	\$	-
44011120	5811	PERS	\$	-
44011120	5820	HEALTH & LIFE INSURANCE	\$	-
44011120	5830	WORKERS COMPENSATION	\$	-
44011120	5850	TRAINING & EDUCATION	\$	18,000.00
44011120	5860	LIFE INSURANCE	\$	-
44011120	5871	MEDICARE	\$	-
44011120	5882	VACATION LEAVE PAYOUT	\$	-
TOTAL	COUNTY WIDE FINANCIAL		\$	36,000.00
TOTAL	COUNTY WIDE FINANCIAL		\$	36,000.00



ACCOUNTS FOR:			2020
DEFAULTED SUBDIVISION SPEC ASM			APPROVED
44303120	DEFAULTED SUBDIVISION-RD		
44303120	5320	CAPITAL PURCHASES	\$ 399,158.40
44303120	5335	ROAD CONST	\$ -
TOTAL	DEFAULTED SUBDIVISION-		\$ 399,158.40
TOTAL	DEFAULTED SUBDIVISION		\$ 399,158.40

ACCOUNTS FOR:			2020
SOCIALVILLEFOSTERSBRIDGE&WALL			APPROVED
44313130	SOCIALVILLEFOSTERSBRIDGE&WALL		
44313130	5320	CAPITAL PURCHASES	\$ -
TOTAL	SOCIALVILLEFOSTERSBRID		\$ -
TOTAL	SOCIALVILLEFOSTERSBRID		\$ -

ACCOUNTS FOR:			2020
EDWARDSVILLE ROAD BRIDGE			APPROVED
44323130	EDWARDSVILLE ROAD BRIDGE		
44323130	5320	CAPITAL PURCHASES	\$ -
44323130	5390	CAPITAL NON CASH	\$ -
TOTAL	EDWARDSVILLE ROAD BRID		\$ -
TOTAL	EDWARDSVILLE ROAD BRID		\$ -

ACCOUNTS FOR:			2020
LIBERTY WAY/MASON RD TURN LANE			APPROVED
44343130	LIBERTY WAY/MASON RD TURN LANE		
44343130	5320	CAPITAL PURCHASES	\$ 503,156.00
TOTAL	LIBERTY WAY/MASON RD T		\$ 503,156.00
TOTAL	LIBERTY WAY/MASON RD T		\$ 503,156.00

ACCOUNTS FOR:			2020
KING AVE BRIDGE PROJECT			APPROVED
44373130	KING AVE BRIDGE PROJECT		
44373130	5320	CAPITAL PURCHASE	\$ 550,000.00
TOTAL	KING AVE BRIDGE PROJEC		\$ 550,000.00
TOTAL	KING AVE BRIDGE PROJEC		\$ 550,000.00

ACCOUNTS FOR: 2020  
 VARIOUS SEWER ASSESSMENT PROJE APPROVED

44493300 SEWER ASSMT PROJECTS  
 44493300 5341 WATER/SEWER - NON-CAPITAL \$ -  
 44493300 5400 PURCHASED SERVICES \$ -  
 TOTAL SEWER ASSMT PROJECTS \$ -  
 TOTAL VARIOUS SEWER ASSESSME \$ -

ACCOUNTS FOR: 2020  
 ESTATES OF KEEVER CREEK ROAD P APPROVED

44503165 ESTATES OF KEEVER CREEK SA2008  
 44503165 5320 CAPITAL PURCHASE \$ -  
 44503165 5335 ROAD CONST \$ -  
 TOTAL ESTATES OF KEEVER CREE \$ -  
 TOTAL ESTATES OF KEEVER CREE \$ -

ACCOUNTS FOR: 2020  
 OLD 122 & TWP LINE RD ROUNDABO APPROVED

4453 OLD 122 & TWP LINE RD ROUNDABO  
 4453 5390 CAPITAL NON CASH \$ -  
 TOTAL OLD 122 & TWP LINE RD \$ -

44533120 OLD 122 & TWP LINE RD ROUNDABT  
 44533120 5320 CAPITAL PURCHASES \$ -  
 44533120 5335 ROAD CONST \$ -  
 44533120 5390 CAPITAL NON CASH \$ -  
 TOTAL OLD 122 & TWP LINE RD \$ -  
 TOTAL OLD 122 & TWP LINE RD \$ -

ACCOUNTS FOR: 2020  
 FIELDS-ERTEL RD IMPROV PROJ APPROVED

44543120 FIELDS-ERTEL RD IMPROV PROJ  
 44543120 5320 CAPITAL PURCHASES \$ 1,400,000.00  
 44543120 5335 ROAD CONST \$ -  
 TOTAL FIELDS-ERTEL RD IMPROV \$ 1,400,000.00  
 TOTAL FIELDS-ERTEL RD IMPROV \$ 1,400,000.00

ACCOUNTS FOR:			2020	
PHASE II ROAD RESURFACING			APPROVED	
44553120 PHASE II ROAD RESURFACING				
44553120	5335	ROAD CONST	\$	-
44553120	5511	INTEREST	\$	-
44553120	5512	PRINCIPAL	\$	-
TOTAL	PHASE II ROAD RESURFAC		\$	-
TOTAL	PHASE II ROAD RESURFAC		\$	-
ACCOUNTS FOR:			2020	
FIELDS-ERTEL AND COLUMBIA ROAD			APPROVED	
44633120 FIELDS-ERTEL AND COLUMBIA ROAD				
44633120	5320	CAPITAL PURCHASES	\$	-
44633120	5335	ROAD CONST	\$	-
TOTAL	FIELDS-ERTEL AND COLUM		\$	-
TOTAL	FIELDS-ERTEL AND COLUM		\$	-
ACCOUNTS FOR:			2020	
COUNTY CONST PROJECTS			APPROVED	
44673700 CONSTRUCTION - BUILDINGS				
44673700	5317	NON CAPITAL PURCHASE	\$	270,000.00
44673700	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	CONSTRUCTION - BUILDIN		\$	270,000.00
44673710 EAST ST. BLDG.-CONSTRUCTION				
44673710	5317	NON CAPITAL PURCHASE	\$	120,000.00
44673710	5320	CAPITAL PURCHASES	\$	400,000.00
44673710	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	EAST ST. BLDG.-CONSTRU		\$	520,000.00
44673711 ETA BLDG CONST				
44673711	5317	NON CAPITAL PURCHASES	\$	-
44673711	5320	CAPITAL PURCHASES	\$	100,000.00
44673711	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	ETA BLDG CONST		\$	100,000.00
44673712 JAIL IMPROVEMENTS				
44673712	5317	NON CAPITAL PURCHASE	\$	140,000.00
44673712	5320	CAPITAL PURCHASE	\$	180,000.00

44673712	5332	BLDG CAPITAL IMPROVEMENTS	\$	-
44673712	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	JAIL IMPROVEMENTS		\$	320,000.00
44673713 OLD COURTHOUSE REPAIR				
44673713	5317	NON CAPITAL PURCHASE	\$	160,000.00
44673713	5320	CAPITAL PURCHASES	\$	120,000.00
44673713	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	OLD COURTHOUSE REPAIR		\$	280,000.00
44673717 PROSECUTOR BLDG REHAB				
44673717	5317	NON CAPITAL PURCHASE	\$	33,000.00
44673717	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	PROSECUTOR BLDG REHAB		\$	33,000.00
44673718 ADMIN BLDG (SILVER ST) IMPROV				
44673718	5317	NON CAPITAL PURCHASE	\$	95,000.00
44673718	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	ADMIN BLDG (SILVER ST)		\$	95,000.00
44673723 GARAGE FACILITY				
44673723	5317	NON CAPITAL PURCHASE	\$	150,000.00
44673723	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	GARAGE FACILITY		\$	150,000.00
44673725 JUVENILE CENTER				
44673725	5317	NON CAPITAL PURCHASE	\$	20,000.00
44673725	5320	CAPITAL PURCHASES	\$	600,000.00
44673725	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	JUVENILE CENTER		\$	620,000.00
44673726 BUILDING SERVICES WAREHOUSE				
44673726	5317	NON CAPITAL PURCHASE	\$	30,000.00
44673726	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	BUILDING SERVICES WARE		\$	30,000.00
44673727 DAVE DRIVE BUILDING				
44673727	5317	NON CAPITAL PURCHASES	\$	84,000.00
44673727	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-

TOTAL	DAVE DRIVE BUILDING		\$	84,000.00
44673730	ADMIN BLDG-JUSTICE DR			
44673730	5317	NON CAPITAL PURCHASE	\$	360,000.00
44673730	5320	CAPITAL PURCHASES	\$	150,000.00
44673730	5332	BLDG CAPITAL IMPROVEMENTS	\$	-
44673730	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	ADMIN BLDG-JUSTICE DR		\$	510,000.00
TOTAL	COUNTY CONST PROJECTS		\$	3,012,000.00

ACCOUNTS FOR: 2020  
AIRPORT CONSTRUCTION APPROVED

44793850	AIRPORT CONSTRUCTION			
44793850	5300	CAPITAL OUTLAY	\$	-
44793850	5317	NON CAPITAL PURCHASES	\$	-
44793850	5320	CAPITAL PURCHASES	\$	-
44793850	5336	AIRPORT REHAB & MAINTENANCE	\$	-
TOTAL	AIRPORT CONSTRUCTION		\$	-
TOTAL	AIRPORT CONSTRUCTION		\$	-

ACCOUNTS FOR: 2020  
P&G TIF ROAD CONSTRUCTION APPROVED

44843120	P&G TIF ROAD CONSTRUCTION			
44843120	5335	ROAD CONST	\$	-
44843120	5910	OTHER EXPENSE	\$	3,270,000.00
TOTAL	P&G TIF ROAD CONSTRUCT		\$	3,270,000.00
TOTAL	P&G TIF ROAD CONSTRUCT		\$	3,270,000.00

ACCOUNTS FOR: 2020  
MIAMI VALLEY GAMING TIF APPROVED

44853120	MIAMI VALLEY GAMING TIF			
44853120	5335	ROAD CONST	\$	-
44853120	5400	PURCHASED SERVICES	\$	35,000.00
44853120	5511	INTEREST	\$	-
44853120	5512	PRINCIPAL	\$	-
44853120	5750	DISTRIBUTION OF FUNDS	\$	272,792.00
44853120	5909	AUDITOR & TREASURER FEES	\$	-
44853120	5910	OTHER EXPENSE	\$	813,000.00
TOTAL	MIAMI VALLEY GAMING TI		\$	1,120,792.00
TOTAL	MIAMI VALLEY GAMING TI		\$	1,120,792.00

ACCOUNTS FOR:			2020	
TOWNE CENTER BLVD EXTENSION			APPROVED	
44893120 TOWNE CENTER BLVD EXTENSION				
44893120	5335	ROAD CONST	\$	-
TOTAL	TOWNE CENTER BLVD EXTE		\$	-
TOTAL	TOWNE CENTER BLVD EXTE		\$	-
ACCOUNTS FOR:			2020	
COMMUNICATION PROJECTS			APPROVED	
44923814 DISPATCH UPGRADE/RELOCATION				
44923814	5320	CAPITAL PURCHASE	\$	-
TOTAL	DISPATCH UPGRADE/RELOC		\$	-
44923819 PUBLIC SAFETY DATA NETWORK				
44923819	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
44923819	5371	DATA HARDWARE	\$	-
44923819	5400	PURCHASED SERVICES	\$	400,000.00
TOTAL	PUBLIC SAFETY DATA NET		\$	400,000.00
44923822 TELEPHONE CONSTRUCTION				
44923822	5400	PURCHASED SERVICES	\$	30,000.00
TOTAL	TELEPHONE CONSTRUCTION		\$	30,000.00
44923823 PUBLIC SAFETY COMMUNICATIONS				
44923823	5317	NON CAPITAL PURCHASES	\$	-
44923823	5320	CAPITAL PURCHASE	\$	450,000.00
44923823	5400	PURCHASED SERVICES	\$	-
TOTAL	PUBLIC SAFETY COMMUNIC		\$	450,000.00
44923825 CAD UPGRADE				
44923825	5320	CAPITAL PURCHASE	\$	300,000.00
TOTAL	CAD UPGRADE		\$	300,000.00
TOTAL	COMMUNICATION PROJECTS		\$	1,180,000.00

ACCOUNTS FOR:		2020	
BUNNELL HILL RD CONSTRCTN RID		APPROVED	

44933000 BUNNELL HILL RD CONSTRCTN RID

44933000	5335	ROAD CONST	\$	-
TOTAL	BUNNELL HILL RD CONSTR		\$	-
44933908	2009 RID GREENS BUNNLL HILL-RD			
44933908	5320	CAPITAL PURCHASES	\$	2,000,000.00
44933908	5910	OTHER EXPENSE	\$	-
TOTAL	2009 RID GREENS BUNNLL		\$	2,000,000.00
TOTAL	BUNNELL HILL RD CONSTR		\$	2,000,000.00

ACCOUNTS FOR: 2020  
COURTS BUILDING APPROVED

44943720	JUSTICE DRIVE OFFC BLDG			
44943720	5317	NON CAPITAL PURCHASES	\$	62,000.00
44943720	5332	BLDG CAPITAL IMPROVEMENTS	\$	-
44943720	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	JUSTICE DRIVE OFFC BLD		\$	62,000.00

44943729	COURTS BLDG REFURBISH/RENOVTN			
44943729	5317	NON CAPITAL PURCHASE	\$	165,000.00
44943729	5320	CAPITAL PURCHASE	\$	660,000.00
44943729	5332	BLDG CAPITAL IMPROVEMENTS	\$	-
44943729	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	COURTS BLDG REFURBISH/		\$	825,000.00

44943732	COUNTY CT NRTH ADDN TO CP BLDG			
44943732	5320	CAPITAL PURCHASE	\$	-
44943732	5332	BLDG CAPITAL IMPROVEMENTS	\$	-
44943732	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	COUNTY CT NRTH ADDN TO		\$	-
TOTAL	COURTS BUILDING		\$	887,000.00

ACCOUNTS FOR: 2020  
JAIL CONSTRUCTION SALES TAX APPROVED

44953712	JAIL CONSTRUCTION SALES TAX			
44953712	5320	CAPITAL PURCHASES	\$	-
44953712	5511	INTEREST	\$	-
44953712	5512	PRINCIPAL	\$	-
44953712	5910	OTHER EXPENSE	\$	-
44953712	5997	OPERATIONAL TRANSFERS	\$	10,096,450.00

TOTAL	JAIL CONSTRUCTION SALE		\$	10,096,450.00
TOTAL	JAIL CONSTRUCTION SALE		\$	10,096,450.00

ACCOUNTS FOR:				2020
JUVENILE DETENTION ADDN & RENO				APPROVED

44963725	JUVENILE CENTER			
44963725	5317	NON CAPITAL PURCHASES	\$	-
44963725	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
TOTAL	JUVENILE CENTER		\$	-
TOTAL	JUVENILE DETENTION ADD		\$	-

ACCOUNTS FOR:				2020
JAIL CONSTRUCTION & REHAB				APPROVED

44973712	JAIL IMPROVEMENTS			
44973712	5320	CAPITAL PURCHASE	\$	-
44973712	5400	PURCHASED SERVICES	\$	-
TOTAL	JAIL IMPROVEMENTS		\$	-
TOTAL	JAIL CONSTRUCTION & RE		\$	-

ACCOUNTS FOR:				2020
COUNTY FAIRGROUNDS CONSTRUCTN				APPROVED

44983740	CONSTRUCTION - FAIRGROUNDS			
44983740	5300	CAPITAL OUTLAY	\$	-
44983740	5317	NON CAPITAL PURCHASES	\$	-
44983740	5320	CAPITAL PURCHASE	\$	-
44983740	5334	REHAB & MAINTENANCE NONCAPITAL	\$	-
44983740	5400	PURCHASED SERVICES	\$	-
44983740	5410	CONTRACTS BOCC APPROVED	\$	-
44983740	5910	OTHER EXPENSE	\$	-
TOTAL	CONSTRUCTION - FAIRGRO		\$	-
TOTAL	COUNTY FAIRGROUNDS CON		\$	-

ACCOUNTS FOR:				2020
JUVENILE/PROBATE CT EXPANSION				APPROVED

44993725	JUVENILE/PROBATE CT EXPANSION			
44993725	5320	CAPITAL PURCHASE	\$	-
TOTAL	JUVENILE/PROBATE CT EX		\$	-
TOTAL	JUVENILE/PROBATE CT EX		\$	-



ACCOUNTS FOR:  
WATER REVENUE

2020  
APPROVED

55103200 WARREN CO WATER DIST

55103200	5102	REGULAR SALARIES	\$	2,031,500.00
55103200	5111	PART TIME EMPLOYEES	\$	-
55103200	5114	OVERTIME PAY	\$	90,000.00
55103200	5210	MATERIAL & SUPPLIES	\$	700,000.00
55103200	5220	OPERATING SUPPLIES	\$	-
55103200	5223	GAS & OIL - OPERATING SUPPLIES	\$	90,000.00
55103200	5310	VEHICLES CAPITAL OUTLAY	\$	440,000.00
55103200	5317	NON CAPITAL PURCHASE	\$	230,000.00
55103200	5320	CAPITAL PURCHASE	\$	100,000.00
55103200	5321	DT BD APR CAP BOCC	\$	-
55103200	5400	PURCHASED SERVICES	\$	435,000.00
55103200	5421	RENT OR LEASE	\$	-
55103200	5430	UTILITIES	\$	5,120,000.00
55103200	5457	CENTRAL SERVICES COST	\$	-
55103200	5460	INSURANCE	\$	8,000.00
55103200	5462	VEHICLE MAINTENTANCE	\$	82,500.00
55103200	5499	INDIRECT COSTS	\$	376,256.00
55103200	5811	PERS	\$	292,500.00
55103200	5820	HEALTH & LIFE INSURANCE	\$	409,602.00
55103200	5830	WORKERS COMPENSATION	\$	20,000.00
55103200	5840	UNEMPLOYMENT COMPENSATION	\$	2,000.00
55103200	5850	TRAINING/EDUCATION	\$	7,000.00
55103200	5855	CLOTHING/PERSONAL EQUIP	\$	20,000.00
55103200	5860	LIFE INSURANCE	\$	-
55103200	5871	MEDICARE	\$	30,200.00
55103200	5881	SICK LEAVE PAYOUT	\$	10,000.00
55103200	5882	VACATION LEAVE PAYOUT	\$	25,000.00
55103200	5910	OTHER EXPENSE	\$	105,000.00
55103200	5911	NON TAXABLE MEAL FRINGE	\$	250.00
55103200	5922	TAXABLE MEAL FRINGE	\$	50.00
55103200	5940	TRAVEL	\$	-
55103200	5998	RESERVE/CONTINGENCY	\$	300,000.00
55103200	5999	CONTINGENCY	\$	-

TOTAL WARREN CO WATER DIST \$ 10,924,858.00

55103207 SCHEDULED DEBT SERVICE

55103207	5500	DEBT SERVICE	\$	-
55103207	5511	INTEREST	\$	53,713.00
55103207	5512	PRINCIPAL	\$	250,853.00

TOTAL SCHEDULED DEBT SERVICE \$ 304,566.00

55103209		WATER-REPL/IMPROVE ACCOUNT		
55103209	5210	MATERIAL & SUPPLIES	\$	50,000.00
55103209	5220	OPERATING SUPPLIES	\$	-
55103209	5317	NON CAPITAL PURCHASES	\$	-
55103209	5340	WATER CONTRACT	\$	-
55103209	5400	PURCHASED SERVICES	\$	300,000.00
55103209	5910	OTHER EXPENSE	\$	-

TOTAL WATER-REPL/IMPROVE ACC \$ 350,000.00

55103219		WATER-SURPLUS ACCT		
55103219	5997	OPERATIONAL TRANSFER	\$	23,137,970.00

TOTAL WATER-SURPLUS ACCT \$ 23,137,970.00

TOTAL WATER REVENUE \$ 34,717,394.00

ACCOUNTS FOR: 2020  
LOWER LITTLE MIAMI WASTEWATER APPROVED

55743300		LOWER LITTLE MIAMI WASTEWATER		
55743300	5997	OPERATIONAL TRANSFER	\$	-

TOTAL LOWER LITTLE MIAMI WAS \$ -

TOTAL LOWER LITTLE MIAMI WAS \$ -

ACCOUNTS FOR: 2020  
SEWER CONST PROJECTS APPROVED

55753300		SEWER CONST PROJECTS		
55753300	5317	NON CAPITAL PURCHASE	\$	20,000.00
55753300	5320	CAPITAL PURCHASE	\$	2,870,000.00
55753300	5350	SEWER CONTRACT	\$	-
55753300	5400	PURCHASED SERVICES	\$	-

TOTAL SEWER CONST PROJECTS \$ 2,890,000.00

TOTAL SEWER CONST PROJECTS \$ 2,890,000.00

ACCOUNTS FOR: 2020  
SEWER REVENUE APPROVED

55803300		WARREN CO SEWER DIST		
55803300	5102	REGULAR SALARIES	\$	1,887,700.00
55803300	5111	PART TIME EMPLOYEES	\$	-
55803300	5114	OVERTIME PAY	\$	85,000.00
55803300	5210	MATERIAL & SUPPLIES	\$	850,000.00
55803300	5220	OPERATING SUPPLIES	\$	-
55803300	5223	GAS & OIL - OPERATING SUPPLIES	\$	100,000.00

55803300	5310	VEHICLES CAPITAL OUTLAY	\$	520,000.00
55803300	5317	NON CAPITAL PURCHASE	\$	345,300.00
55803300	5320	CAPITAL PURCHASE	\$	235,000.00
55803300	5321	DT BD APR CAP BOCC	\$	12,500.00
55803300	5355	SEWER PROJ REIMBURSEMENT	\$	-
55803300	5400	PURCHASED SERVICES	\$	450,000.00
55803300	5421	RENT OR LEASE	\$	-
55803300	5430	UTILITIES	\$	3,550,000.00
55803300	5457	CENTRAL SERVICES COST	\$	-
55803300	5460	INSURANCE	\$	5,000.00
55803300	5462	VEHICLE MAINTENTANCE	\$	82,500.00
55803300	5499	INDIRECT COSTS	\$	313,117.00
55803300	5811	PERS	\$	276,200.00
55803300	5820	HEALTH & LIFE INSURANCE	\$	388,300.00
55803300	5830	WORKERS COMPENSATION	\$	39,000.00
55803300	5840	UNEMPLOYMENT COMPENSATION	\$	2,000.00
55803300	5850	TRAINING/EDUCATION	\$	5,000.00
55803300	5855	CLOTHING/PERSONAL EQUIP	\$	20,000.00
55803300	5860	LIFE INSURANCE	\$	-
55803300	5871	MEDICARE	\$	28,700.00
55803300	5881	SICK LEAVE PAYOUT	\$	10,000.00
55803300	5882	VACATION LEAVE PAYOUT	\$	26,000.00
55803300	5910	OTHER EXPENSE	\$	65,000.00
55803300	5911	NON TAXABLE MEAL FRINGE	\$	250.00
55803300	5922	TAXABLE MEAL FRINGE	\$	50.00
55803300	5940	TRAVEL	\$	-
55803300	5998	RESERVE/CONTINGENCY	\$	280,000.00
55803300	5999	CONTINGENCY	\$	-
TOTAL	WARREN CO SEWER DIST		\$	9,576,617.00
55803307	SCHEDULED DEBT SERVICE			
55803307	5500	DEBT SERVICE	\$	-
55803307	5511	INTEREST	\$	239,060.00
55803307	5512	PRINCIPAL	\$	685,850.00
TOTAL	SCHEDULED DEBT SERVICE		\$	924,910.00
55803309	SEWER - REPL/IMPROV ACCOUNT			
55803309	5210	MATERIAL & SUPPLIES	\$	50,000.00
55803309	5220	OPERATING SUPPLIES	\$	-
55803309	5317	NON CAPITAL PURCHASES	\$	-
55803309	5350	SEWER CONTRACT	\$	-
55803309	5400	PURCHASED SERVICES	\$	400,000.00
55803309	5910	OTHER EXPENSE	\$	-
TOTAL	SEWER - REPL/IMPROV AC		\$	450,000.00

55803319 SEWER- SURPLUS ACCOUNT			
55803319	5997	OPERATIONAL TRANSFER	\$ 6,183,200.00

TOTAL	SEWER- SURPLUS ACCOUNT		\$ 6,183,200.00
TOTAL	SEWER REVENUE		\$ 17,134,727.00

ACCOUNTS FOR:	2020
SEWER IMPROV-WC VOCATIONAL SCH	APPROVED

55813300 SEWER IMPROV-WC VOCATIONAL SCH			
55813300	5210	MATERIAL & SUPPLIES	\$ 20,000.00
55813300	5220	OPERATING SUPPLIES	\$ -

TOTAL	SEWER IMPROV-WC VOCATI		\$ 20,000.00
TOTAL	SEWER IMPROV-WC VOCATI		\$ 20,000.00

ACCOUNTS FOR:	2020
WATER CONST PROJECTS	APPROVED

55833200 WATER CONST PROJECTS			
55833200	5317	NON CAPITAL PURCHASE	\$ -
55833200	5320	CAPITAL PURCHASE	\$ 47,696,000.00
55833200	5340	WATER CONTRACT	\$ -

TOTAL	WATER CONST PROJECTS		\$ 47,696,000.00
TOTAL	WATER CONST PROJECTS		\$ 47,696,000.00

ACCOUNTS FOR:	2020
STORM WATER TIER 1	APPROVED

55903090 STORM WATER TIER 1			
55903090	5102	REGULAR SALARIES	\$ 40,000.00
55903090	5111	PART TIME EMPLOYEES	\$ -
55903090	5114	OVERTIME PAY	\$ -
55903090	5210	MATERIAL & SUPPLIES	\$ 4,400.00
55903090	5220	OPERATING SUPPLIES	\$ -
55903090	5317	NON CAPITAL PURCHASE	\$ 10,000.00
55903090	5318	DATA BD APPROV NON CAP	\$ -
55903090	5320	CAPITAL PURCHASE	\$ 10,000.00
55903090	5321	DT BD APR CAP BOCC	\$ -
55903090	5400	PURCHASED SERVICES	\$ 250,000.00
55903090	5811	PERS	\$ 6,000.00
55903090	5820	HEALTH & LIFE INSURANCE	\$ 3,000.00
55903090	5830	WORKERS COMPENSATION	\$ 1,000.00
55903090	5850	TRAINING/EDUCATION	\$ 2,000.00
55903090	5860	LIFE INSURANCE	\$ 100.00

55903090	5871	MEDICARE	\$	1,000.00
55903090	5910	OTHER EXPENSE	\$	2,500.00
55903090	5914	SUBSCRIPTION/MEMBERSHIP FEES	\$	-

TOTAL	STORM WATER TIER 1		\$	330,000.00
TOTAL	STORM WATER TIER 1		\$	330,000.00

ACCOUNTS FOR: 2020  
VEHICLE MAINTENANCE ROTARY APPROVED

66191110 VEHICLE MAINTENANCE ROTARY

66191110	5102	REGULAR SALARIES	\$	56,488.00
66191110	5114	OVERTIME PAY	\$	3,400.00
66191110	5210	MATERIAL & SUPPLIES	\$	411,607.00
66191110	5220	OPERATING SUPPLIES	\$	-
66191110	5317	NON CAPITAL PURCHASE	\$	15,000.00
66191110	5320	CAPITAL PURCHASE	\$	15,000.00
66191110	5400	PURCHASED SERVICES	\$	185,000.00
66191110	5811	PERS	\$	7,909.00
66191110	5820	HEALTH & LIFE INSURANCE	\$	15,000.00
66191110	5871	MEDICARE	\$	596.00
66191110	5910	OTHER EXPENSE	\$	-

TOTAL	VEHICLE MAINTENANCE RO		\$	710,000.00
TOTAL	VEHICLE MAINTENANCE RO		\$	710,000.00

ACCOUNTS FOR: 2020  
SHERIFF'S POLICING REVOLV FUND APPROVED

66302200 SHERIFF

66302200	5317	NON CAPITAL PURCHASES	\$	-
66302200	5320	CAPITAL PURCHASES	\$	-
66302200	5910	OTHER EXPENSE	\$	-

TOTAL	SHERIFF		\$	-
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66302251 DEERFIELD TWP CONTRACT

66302251	5102	REGULAR SALARIES	\$	2,180,642.00
66302251	5114	OVERTIME PAY	\$	312,000.00
66302251	5115	HOLIDAY PAY	\$	-
66302251	5811	PERS	\$	451,168.00
66302251	5820	HEALTH & LIFE INSURANCE	\$	299,196.00
66302251	5830	WORKERS COMPENSATION	\$	49,853.00
66302251	5860	LIFE INSURANCE	\$	-
66302251	5871	MEDICARE	\$	36,143.00
66302251	5991	REIMBURSEMENT	\$	-

TOTAL	DEERFIELD TWP CONTRACT		\$	3,329,002.00
66302252	CORPS OF ENGINEERS CONTRACT			
66302252	5114	OVERTIME PAY	\$	23,771.00
66302252	5811	PERS	\$	4,304.00
66302252	5871	MEDICARE	\$	347.00
TOTAL	CORPS OF ENGINEERS CON		\$	28,422.00
66302258	SOUTH LEBANON CONTRACT			
66302258	5102	REGULAR SALARIES	\$	311,627.00
66302258	5114	OVERTIME PAY	\$	88,000.00
66302258	5115	HOLIDAY PAY	\$	-
66302258	5811	PERS	\$	72,333.00
66302258	5820	HEALTH & LIFE INSURANCE	\$	60,700.00
66302258	5830	WORKERS COMPENSATION	\$	7,993.00
66302258	5860	LIFE INSURANCE	\$	-
66302258	5871	MEDICARE	\$	5,795.00
66302258	5991	REIMBURSEMENT	\$	-
TOTAL	SOUTH LEBANON CONTRACT		\$	546,448.00
66302259	DRUG TASK FORCE CONTRACT			
66302259	5102	REGULAR SALARIES	\$	451,264.00
66302259	5114	OVERTIME PAY	\$	70,000.00
66302259	5115	HOLIDAY PAY	\$	-
66302259	5811	PERS	\$	94,349.00
66302259	5820	HEALTH & LIFE INSURANCE	\$	60,820.00
66302259	5860	LIFE INSURANCE	\$	-
66302259	5871	MEDICARE	\$	7,558.00
66302259	5991	REIMBURSEMENT	\$	-
TOTAL	DRUG TASK FORCE CONTRA		\$	683,991.00
66302260	WARREN CO ENGINEER CONTRACT			
66302260	5102	REGULAR SALARIES	\$	79,858.00
66302260	5114	OVERTIME PAY	\$	10,000.00
66302260	5115	HOLIDAY PAY	\$	-
66302260	5811	PERS	\$	16,264.00
66302260	5820	HEALTH & LIFE INSURANCE	\$	5,820.00
66302260	5830	WORKERS COMPENSATION	\$	1,797.00
66302260	5860	LIFE INSURANCE	\$	-
66302260	5871	MEDICARE	\$	1,303.00
66302260	5991	REIMBURSEMENT	\$	-
TOTAL	WARREN CO ENGINEER CON		\$	115,042.00

66302262 KINGS LOCAL SCHOOLS

66302262	5102	REGULAR SALARIES	\$	69,473.00
66302262	5114	OVERTIME PAY	\$	8,500.00
66302262	5115	HOLIDAY PAY	\$	-
66302262	5811	PERS	\$	14,113.00
66302262	5820	HEALTH & LIFE INSURANCE	\$	12,646.00
66302262	5830	WORKERS COMPENSATION	\$	1,559.00
66302262	5860	LIFE INSURANCE	\$	-
66302262	5871	MEDICARE	\$	1,131.00
66302262	5991	REIMBURSEMENT	\$	-

TOTAL	KINGS LOCAL SCHOOLS		\$	107,422.00
TOTAL	SHERIFF'S POLICING REV		\$	4,810,327.00

ACCOUNTS FOR:  
COMMUNICATIONS ROTARY

2020  
APPROVED

66312810 COMMUNICATIONS ROTARY

66312810	5220	OPERATING SUPPLIES	\$	-
66312810	5400	PURCHASED SERVICES	\$	-
66312810	5910	OTHER EXPENSE	\$	75,000.00

TOTAL	COMMUNICATIONS ROTARY		\$	75,000.00
TOTAL	COMMUNICATIONS ROTARY		\$	75,000.00

ACCOUNTS FOR:  
HEALTH INSURANCE

2020  
APPROVED

66320100 HEALTH INSURANCE

66320100	5102	REGULAR SALARIES	\$	72,683.00
66320100	5114	OVERTIME PAY	\$	500.00
66320100	5210	MATERIAL & SUPPLIES	\$	1,000.00
66320100	5220	OPERATING SUPPLIES	\$	-
66320100	5317	NON CAPITAL PURCHASE	\$	1,500.00
66320100	5400	PURCHASED SERVICES	\$	5,000.00
66320100	5410	CONTRACTS BOCC APPROVED	\$	110,000.00
66320100	5811	PERS	\$	10,176.00
66320100	5820	HEALTH & LIFE INSURANCE	\$	8,740.00
66320100	5830	WORKERS COMPENSATION	\$	1,454.00
66320100	5850	TRAINING/EDUCATION	\$	3,000.00
66320100	5860	LIFE INSURANCE	\$	-
66320100	5871	MEDICARE	\$	1,054.00
66320100	5881	SICK LEAVE PAYOUT	\$	-
66320100	5882	VACATION LEAVE PAYOUT	\$	-
66320100	5890	EMPLOYER HSA CONTRIBUTION	\$	250,000.00
66320100	5910	OTHER EXPENSE	\$	671,000.00
66320100	5911	NON TAXABLE MEAL FRINGE	\$	-

66320100	5912	ADMIN COSTS	\$	-
66320100	5922	TAXABLE MEAL FRINGE	\$	-
66320100	5926	INSURANCE PREMIUM	\$	310,000.00
66320100	5932	MEDICAL/RX CLAIMS	\$	7,758,000.00
66320100	5933	DENTAL CLAIMS	\$	648,000.00
66320100	5934	VISION CLAIMS	\$	83,000.00
66320100	5940	TRAVEL	\$	-
TOTAL	HEALTH INSURANCE		\$	9,935,107.00
TOTAL	HEALTH INSURANCE		\$	9,935,107.00

ACCOUNTS FOR: 2020  
WORKERS COMP SELF INSURANCE APPROVED

66360110 WORKERS COMP SELF INSURANCE				
66360110	5102	REGULAR SALARIES	\$	48,779.00
66360110	5318	DATA BD APPROV NON CAP	\$	-
66360110	5321	DT BD APR CAP BOCC	\$	-
66360110	5400	PURCHASED SERVICES	\$	170,000.00
66360110	5410	CONTRACTS BOCC APPROVED	\$	30,000.00
66360110	5811	PERS	\$	6,830.00
66360110	5820	HEALTH & LIFE INSURANCE	\$	5,975.00
66360110	5830	WORKERS COMPENSATION	\$	976.00
66360110	5860	LIFE INSURANCE	\$	-
66360110	5871	MEDICARE	\$	708.00
66360110	5881	SICK LEAVE PAYOUT	\$	-
66360110	5882	VACATION LEAVE PAYOUT	\$	-
66360110	5927	LOST TIME CLAIMS	\$	135,000.00
66360110	5932	MEDICAL/RX CLAIMS	\$	175,000.00
TOTAL	WORKERS COMP SELF INSU		\$	573,268.00
TOTAL	WORKERS COMP SELF INSU		\$	573,268.00

ACCOUNTS FOR: 2020  
PROPERTY & CASUALTY INSURANCE APPROVED

66371113 PROPERTY & CASUALTY INSURANCE				
66371113	5318	DATA BD APPROV NON CAP	\$	-
66371113	5321	DT BD APR CAP BOCC	\$	-
66371113	5400	PURCHASED SERVICES	\$	2,000.00
66371113	5410	CONTRACTS BOCC APPROVED	\$	-
66371113	5460	INSURANCE	\$	300,000.00
66371113	5910	OTHER EXPENSE	\$	48,000.00
66371113	5936	INSURANCE LOSS CLAIMS	\$	-
TOTAL	PROPERTY & CASUALTY IN		\$	350,000.00
TOTAL	PROPERTY & CASUALTY IN		\$	350,000.00



# Resolution

Number 19-1799

Adopted Date December 17, 2019

APPROVE A NOTICE OF INTENT TO ENTER INTO ENTERPRISE ZONE AGREEMENT WITH THE LEO BROWN GROUP

WHEREAS, the Warren County Board of County Commissioners expressed consent during the meeting of November 19, 2019 to enter into an Enterprise Zone agreement with the Leo Brown Group relative to a planned development in the City of Lebanon; and

WHEREAS, the agreement would encompass property located at the southwest intersection of Neil Armstrong Way and State Route 123 (Parcel ID: 1212200045); and

WHEREAS, the proposed development has a total project value of near \$30 million, will create 65 new full time employees for assisted living services, and create \$2.1 million in new payroll; and

WHEREAS, the agreement would be for an abatement of 50% of property taxation over a 10 year period, applied specifically toward the assisted living and job creating portions of the project; and

WHEREAS, this request is fully supported and recommended by the City of Lebanon as the City does not have the ability to grant the abatement on its own; and


NOW THEREFORE BE IT RESOLVED, to approve a notice of intent to enter into an Enterprise Zone Agreement with Leo Brown Group within the City of Lebanon.

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)  
City of Lebanon (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1800

Adopted Date December 17, 2019

APPROVE APPOINTMENTS AND REAPPOINTMENTS OF TO THE WARREN COUNTY  
BOARD OF DEVELOPMENTAL DISABILITIES

BE IT RESOLVED, to approve the following appointments and reappointments:

Appointments

Lynn Bissell  
154 W. Concord Drive  
Lebanon, Ohio 45036

Term to expire 12/31/23

Joel King  
499 Old Stage Road  
Waynesville, Ohio 45068

Term to expire 12/31/23

Reappointment

Cindy Maloney  
6484 Sales Road  
Waynesville, Ohio 45036

Term to expire 12/31/23

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 – absent  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/lkl

cc: Appointment file  
Developmental Disabilities (file)  
Laura Lander  
Appointees

# Resolution

Number 19-1801

Adopted Date December 17, 2019

APPROVE THE REVISED PUD STAGE 2 PRELIMINARY SITE PLAN FOR MIAMI VALLEY GAMING AND RACING PUD WITHIN THE INTERSTATE OVERLAY DISTRICT IN TURTLECREEK TOWNSHIP SUBJECT TO CONDITIONS AND DEVELOPMENT STANDARDS

WHEREAS, this Board met the 10<sup>th</sup> day of December 2019 and conducted a quasi-judicial hearing after notice had been published in Today's Pulse of Lebanon and Mason newspaper on November 24, 2019, and notice was sent to property owners within 500 feet on October 28, 2019. The hearing was called to order by Shannon Jones, President of the Board, with Commissioners David Young and Tom Grossmann also present. All witnesses were sworn. The hearing was continued in progress until the 17<sup>th</sup> day of December 2019, to consider the Revised PUD Stage 2 Preliminary Site Plan application for Miami Valley Gaming & Racing PUD within the Interstate Overlay District in Turtlecreek Township; and

WHEREAS, Ryan Cook testified and presented the recommendation of the Regional Planning Commission including recommended conditions of approval. During the hearings the Board also heard testimony from Stan Williams, the Warren County Regional Planning Commission Executive Director, and Warren County Zoning Inspector, Michelle Tegtmeier. The applicant declined the opportunity to cross exam Mr. Cook, Mr. Williams or Ms. Tegtmeier. The applicant was represented by civil engineer Mike Timco of Woolpert Engineering. The Board also heard testimony from Mike Timco of Woolpert Engineering, and Domenic Mancini, President/General Manager of Miami Valley Gaming, as proponents. No opponents asked to testify at the hearing on December 10<sup>th</sup> or 17<sup>th</sup>. During hearing on December 17<sup>th</sup> the Board debated the conditions of approval recommended by the Regional Planning Commission and heard objection of the applicant to each condition, and thereafter modified the conditions of approval and asked applicant if it had any objections as modified, and the applicant did not.

NOW THEREFORE BE IT RESOLVED, to approve the Revised PUD Stage 2 Preliminary Site Plan for Miami Valley Gaming & Racing PUD subject to the following conditions and attached Exhibit A (Special Development Standards for Miami Valley Gaming & Facing PUD:

1. The applicant shall comply with the conditions of approval and all applicable sections of the Warren County Rural Zoning Code, including the PUD Stage 1 standards of the Interstate Highway Overlay. All development is subject to the approved site plans and the "Special Development Standards for the Miami Valley Gaming & Racing PUD District" attached as Exhibit A.
2. The development's impervious surface ratio does not exceed fifty percent and that development of the site complies with applicable requirements of the Ground Water Protection Overlay (Warren County Rural Zoning Code: Article 2, Chapter 6, section 2.601).

3. That the applicant submits and receives approval by the Warren County Combined Health District and the Soil and Water Conservation District of an animal waste containment/disposal plan.
4. The design and architecture of additional structures/buildings (including signage) are limited to approval by the Board of County Commissioners (BOCC). The applicant shall submit a comprehensive sign plan for BOCC PUD Stage 2 review and approval.
5. An amendment to the approved sign plan for pole, roof or gateway/ground signs constitutes' an amendment of the PUD Stage 2 process.
6. That the design of the perimeter buffer and fencing receives approval of the Warren County RPC Director as determined necessary for final site plan approval.
7. Prior to construction of the culvert structures crossing Shaker Creek the applicant provides a FEMA approved Conditional Letter of Map Revision that documents revisions to the floodplain boundary, for Union Road Crossing and receive approval from the Chief Building Official.
8. Prior to Zoning Permit approval, the applicant/developer shall submit an Ohio Department of Transportation (ODOT) approved Traffic Impact Analysis that has been reviewed by the Warren County Engineer's Office, the City of Monroe, and, as applicable, in conjunction with the Turtlecreek Township Fire Rescue District.
9. The applicant dedicates the proposed road right-of-way, immediately east of Shaker Creek and parallel to the site's western boundary, the location and width of the right-of-way will be determined by the Warren County Engineer's Office and agreed upon by the applicant.
10. The applicant/developer complies with water service provision requirements of the Warren County Sewer & Water Department as determined sufficient to adequately serve the use allowed.
11. Comply with all rules and regulations of Warren County Soil & Water Conservation District; Warren County Engineer's Office; Warren County Combined Health District and Butler County Department of Environmental Services.
12. The height of structures shall comply with the height indicated on the approved site plan (Sheet PUD 500) within a 10% margin. A change to the building height beyond this standard requires PUD Stage 2 review and comments from the Turtlecreek Township Fire Department.
13. Prior to PUD Stage 3, conformation of sewer capacity from Butler County Environmental Services should be received in the form of a letter.
14. LED signs on the hotel should be held to the following standards:

- A. The message displayed on the digital sign shall remain fixed for a minimum of 10 seconds.
- B. The transition time between changes in the sign face or message shall be less than one second;
- C. Default Design: The sign shall contain a default design which shall freeze the sign message in one position if a malfunction should occur.
- D. The sign must be equipped with brightness controls which shall be used to reduce the intensity of the light based on outside light levels.
- E. Public Service Announcements: In extraordinary circumstances, the applicant shall coordinate with the local authorities to display, when appropriate, emergency information important to the traveling public.
- F. Digital signs comply with the requirements of Section 3.617 of the Warren County Rural Zoning Code, (Illumination and Maintenance Standards).

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 a 17<sup>th</sup> day of December, 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Administrative Hearing File  
Mike Timko, Woolpert Engineering ([Mike.Timko@Woolpert.com](mailto:Mike.Timko@Woolpert.com))

## *Exhibit A*

### **Special Development Standards for Miami Valley Gaming & Racing PUD:**

#### Principal Uses Allowed:

1. Racetrack and supporting structures such as grandstands, paddock buildings/holding barns.
2. Simulcast Racing
3. Gaming Facility (Casino)
4. Food and Beverage Services
5. Hotels
6. Conference/Events Center
7. Parking Garages

#### Prohibited Uses:

1. Consistent with Section 2.509.6 (J) of the Warren County Rural Zoning Code.

#### Accessory Uses Allowed:

1. Maintenance Yards and Structures
2. Service Areas and Structures (free-standing or attached to a principal structure)
3. Surface Parking
4. Signage
5. Any Use deemed necessary to support the principal uses allowed

#### Structures:

1. Elevations on Building and accessory structure height for Commercial Business, Light Manufacturing, and General Industrial Manufacturing use, within one hundred (100) feet of the property line, shall not exceed sixty (60) feet. Beyond one hundred (100) feet from the property line, the building heights are limited to no more than 10% increase in the proposed height of one hundred sixty (160) feet.
2. Architectural Elements of Preliminary Plan unclear and shall be clarified before Stage 3 final approval.

#### Yard Dimensions and Setback:

1. As proposed in the approved site plan.

#### Internal Circulation:

1. Sidewalks and walkways will not be required along any exterior or interior roadway within the PUD; except for around structures where landscaping and sidewalks shall be required for the safety of patrons from moving vehicles, excluding entrances for easy accessibility.

#### Parking:

1. The minimum number of spaces for automobiles: 3,450 as shown on the approved Site Plan (based on industry standards for gaming/racing facilities) and not to exceed the maximum 50% impervious surface ratio to including all buildings, parking, streets, and driveways.

2. Specialized parking areas for racetrack-related vehicle traffic, VIP, RV, Semi and Bus parking as per the approved Site Plan and is subject to the 50% impervious surface ratio.
3. The maximum number and type of parking spaces: as required to serve any expansion of the development (may be provided in a parking structure) and is subject to the 50%-impervious surface ratio.
4. Off-site parking to be provided as needed (anticipated only in the case of infrequent and/or major events such' as Derby Day).
5. Parking setback standards along the northern boundary shall meet the requirements as illustrated on Miami Valley Gaming Parking Lot Addition Site Plan, Page C200.

#### Design Requirements for Parking Spaces:

1. Minimum standard parking space width (regardless of angle) shall be a minimum of 9 feet by 18 feet long minimum as shown on the approved site plan.
2. Open parking spaces shall be a minimum of 3,450 spaces.
3. Valet designated parking spaces located within the parking garage shall be a minimum of 8 feet wide by 18 feet long. Approximately 200-250 valet parking will be located in the parking garage.
4. Aisles shall be a minimum of 26 foot in width.
5. Curbing of parking areas shall not be required, however landscaping islands are required.

#### Open Space, Landscaping, Buffering and Screening:

1. The impervious ratio shall not exceed 0.50 per section 2.606.2 Ground Water Protection Overlay of the Warren County Zoning Code for coverage by buildings, structures, streets, driveways or parking pavement as per Ground Water Protection section requires.
2. Landscaping as shown on the approved Site Plan, Landscape Plan and Planting List.
3. Landscape islands shall be well distributed, as shown on the site plan, throughout surface parking areas and shall meet the standards of the Warren County Rural Zoning Code.
4. Any future development to provide additional landscaping, buffering and screening consistent with the Warren County Rural Zoning Code requirements.
5. An 8' high screen fence shall be installed and maintained along the eastern and northern boundaries of the PUD subject to the approval of the State of Ohio and in compliance with the State of Ohio legislative requirements. Due to the style of fence all the materials being used shall be black including but not limited to fence, post and slats. Also additional screening inward to the development for any portion of the fence that can be seen from the right of way consistent with buffer type C of the Warren County Zoning Code.
6. Landscaping standards in 2018 Revised Site Plan Parking area and along the northern boundary shall meet the requirements as illustrated on Miami Valley Gaming Parking Lot Addition Landscaping Plan, Page L100.

#### Lighting:

1. Racetrack lighting will be aimed and shielded so as to focus internally on the racetrack facility
2. Primary lighting for the racetrack will not be operating when the track is not in use.
3. Parking lot lighting for the racetrack will not be operating when track is not in use.
4. Parking lot lighting will be provided so as to provide for safety and security.
5. Lighting visible beyond any property line will not exceed 2.0 foot-candles as per the Warren County Zoning Code.
6. Exterior illumination on the facility may intermittently change colors and/or patterns, and is limited to the front facade of the principal structure

## Signage:

### Sign # 1 Main entrance sign at State Route 63 intersection.

1. Maximum height including sign face is 70 feet.
2. Main name plate/logo internally illuminated not to exceed 800 square feet per sign face.
3. Total sign copy area shall not exceed 1,800 square feet.
4. No flashing, blinking or scrolling message.
5. Setback minimum 10 feet from right-of-way and in no way pose a sight distance impediment at the main entrance intersection.

### Building Signage

1. One channel lettering sign located on west/south side of building facing Union Road Maximum height including sign face not to exceed a total of 100 feet from ground elevation. Main name plate/logo internally illuminated. Letters will be a maximum of 8 feet high.
2. Three signs illuminated located at the three guest entrances.
  - a) Upper Case Internally Illuminated letters five feet in height are permitted on elevations greater than 45 feet.
  - b) Upper Case Internally Illuminated letters shall not exceed 2 feet on elevations below 45 feet.

### Hotel Tower Signage

1. One Face-illuminated signature sign (MV Swoosh logos/ channel letter signs) on North, 457.5 sq. ft.
2. One Face-illuminated signature sign (MV Swoosh logos/ channel letter signs) on West, 457.5 sq. ft.
3. Illuminated LED Displays wrapping the Northwest corner of the tower, programmable with words and pictures:
  - a) 875 sq. ft. (92.39 ft. Width by 9.45 ft. Height) West
  - b) 200 sq. ft. (21.0 ft. Width by 9.45 ft. Height) North

### Parking Garage Signage

1. One Face-illuminated signature sign (MV Swoosh logo/channel letter sign) on West elevation, 457.5 sq. ft.
2. Four Illuminated LED Vertical Displays on the West elevation, programmable with words and pictures, 290 sq. ft. each.
3. One Face-illuminated Miami Valley Gaming Logo channel letter sign at entrance portal on South elevation, 219 sq. ft.
4. Two Back/Halo-illuminated Parking Entrance ID reverse channel letter signs on North and South elevations, 38.7 sq. ft. each.
5. RELOCATED - Two Illuminated LED display boards (both relocated from the West elevation of the existing building) programmable with words and pictures
  - a) North (flat) 265.3 sq. ft.
  - b) South and East (wraps corner) corners of the garage, 361.5 sq. ft.



**Main Porte Cochere Signage**

1. Three Face-illuminated Lane ID cabinet signs at South edge of Porte Cochere, 4 sq. ft. each.
2. One monument signature sign of a size of 457.5 sq. ft.

**Directional Signs**

1. Directional signage per the requirements of the Warren County Rural Zoning Code.

**Environmental Impacts:**

1. Sound levels at surrounding area residential property lines shall not exceed 61 db or the applicant is required to mitigate noise impacts to neighboring properties an appropriate noise level to be established.

# Resolution

Number 19-1802

Adopted Date December 17, 2019

ENTER INTO SECURITY AGREEMENT FOR STREETS & APPURTENANCES AND SIDEWALKS WITH DEERFIELD TOWNSHIP FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC IMPROVEMENTS CONSISTING OF 1028.4 LINEAR FEET OF WATERCREST DRIVE IN THE FALLS OF LANDEN SECTION 3A, AND WAIVING THE POSTING OF SECURITY

WHEREAS, a security agreement is required in order to secure the performance of the construction of uncompleted or unapproved, and maintenance of, certain streets & appurtenances and sidewalk improvements in accordance with the Warren County Subdivision Regulations; and

WHEREAS, it is policy to require all developers to post security along with the security agreement to secure the performance of the construction of uncompleted or unapproved, and maintenance of said improvements until reduced by separate resolution of this Board, and maintenance after the completion of the Improvements from the time of tentative acceptance until final acceptance this Board; and

WHEREAS, 1028.4 linear feet of Watercrest Drive in the Falls of Landen Section 3A in Deerfield Township, is to be constructed by Deerfield Township as part of an assessment project, accordingly, the attached Security Agreement is being provided by Deerfield Township, a political subdivision of the State of Ohio; and

WHEREAS, it is the desire of this Board to waive the requirement to post security as long as Deerfield Township enters into a security agreement;

NOW THEREFORE BE IT RESOLVED, to waive the requirement to post security and enter into the security agreement, attached hereto, referenced as:

## STREETS & APPURTENANCES AND SIDEWALKS SECURITY AGREEMENT

Bond Number	:	N/A
Development	:	1028.4 linear feet of Watercrest Drive in the Falls of Landen Section 3A
Developer	:	Deerfield Township
Township	:	Deerfield Township
Amount	:	N/A
Surety Company	:	N/A

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

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

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Deerfield Township  
Engineer (file)  
Prosecutor  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS & APPURTENANCES  
AND  
SIDEWALKS**

This Agreement made and concluded at Lebanon, Ohio, by and between the Deerfield Township, Warren County, Ohio, an Ohio home-rule township (hereinafter the "Developer") and the Warren County Board of County Commissioners, an Ohio county (hereinafter the "County Commissioners").

**WITNESSETH:**

**WHEREAS**, the Developer will be constructing certain improvements consisting of Streets & Appurtenances and Sidewalks consisting of 1028.4 linear feet of Watercrest Drive in the Falls of Landen Section 3A that is being dedicated to Warren County and maintained by Deerfield Township, as part of an assessment project (hereinafter the "Project") in accordance with the Warren County Subdivision Regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$400,000.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$400,000.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer **shall be responsible for paying** to the County Commissioners the sum of \$520,000.00 **in the event of default** of the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Subdivision Regulations (hereinafter the Performance Obligation).
2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.

3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within **two (2) years** from the date of the execution of this Agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County Subdivision Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, and the Developer shall, upon written notification of default by the County Commissioners to the Developer promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Subdivision Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. The determination of the amount of funds to be disbursed by Developer to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto.
5. The County Commissioners and the Developer mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Subdivision Regulations and that upon the Improvements having been inspected and approved for **one (1) year maintenance**, the Performance Obligation shall be reduced by separate Resolution of the County Commissioners to the amount of the obligation for maintenance provided for herein.
6. The Developer **shall be responsible for paying** to the County Commissioners the sum of **\$80,000.00** (being 20% of the total costs of the Improvements) in the event of the default of the Developer performing all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation).
7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.

9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, and the Developer shall, upon written notification of default by the County Commissioners to the Developer promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. The determination of the amount of funds to be disbursed by the Developer to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto.
10. That upon expiration of the **one (1) year** from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County Subdivision Regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **one (1) year** maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawings relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this Security Agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof. Developer agrees no contracts it has with such third parties, including engineers and consultants, for plans, specifications and drawings effects the validity of this paragraph.
12. In the case of conflict between the provisions of this Agreement and any other security agreement relating to the same Improvements, the provisions of this Agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:
  - A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250  
Fx. (513) 695-2054

B. To the County Engineer:

Warren County Engineer  
Attn. Neil F. Tunison  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-1364  
Fx. (513) 695-3323

C. To the Developer:

Deerfield Township  
Attn: Eric Reiners, Township Administrator  
4900 Parkway Drive, Suite 150  
Mason, OH 45040  
Ph. (513) 701-6958

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by **certified mail, return receipt requested**, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. No separate security or collateral, other than this Security Agreement fully and accurately executed by Developer, is required to be provided by Developer unless a default occur in accordance with the terms and obligations set forth herein.
15. **In the event that the Developer shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, otherwise, the amounts due shall bear interest at eight per cent (8%) per annum.**
16. This Agreement shall not be assignable or transferrable by the Developer to any third party or parties without the express written consent of the County Commissioners. Developer waives any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

17. This Agreement shall be construed under the laws of the State of Ohio. The parties hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

18. Execution.

**IN EXECUTION WHEREOF**, the Developer has caused this Agreement to be executed on the date stated below.

**DEVELOPER:**

SIGNATURE: 

PRINTED NAME: ERIC REINERTS

TITLE: ADMINISTRATOR

DATE: 12/18/19

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners have caused this Security Agreement to be executed by its President or Vice-President, on the date stated below, pursuant to Board Resolution Number 19-1802, dated 12/17/19.

**WARREN COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Shanna Jones

TITLE: President

DATE: 12/17/19

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

# Resolution

Number 19-1803

Adopted Date December 17, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH WATERCREST AT LANDEN, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WATERCREST AT LANDEN, SECTION 1A AND SECTION 1B SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	19-022 (P/S)
Development	:	Watercrest at Landen, Section 1A and Section 1B
Developer	:	Watercrest at Landen, LLC
Township	:	Deerfield
Amount	:	\$165,949.88
Surety Company	:	Capitol Indemnity Corporation (60136582)

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

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

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file



Bond #: 60136582

Form ST-1  
Rev. 08/2016

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

19-022 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Watercrest at Landen, LLC \_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Capital Indemnity Corporation \_\_\_\_\_ (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Watercrest at Landen  
\_\_\_\_\_ **Subdivision, Section/Phase 1A & 1B** (3) (hereinafter the "Subdivision") situated in  
\_\_\_\_\_ (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$666,856.80,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$127,653.75; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County subdivision regulations and to require all Developers to post security in the sum of twenty  
percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements  
and their tentative acceptance by the County Commissioners to secure the performance of all maintenance  
upon the Improvements as may be required between the completion and tentative acceptance of the  
Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$165,949.88 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$133,371.36 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Watercrest at Landen, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41017

Ph. (859 ) 578 - 8500

D. To the Surety:

Capital Indemnity Corporation

P O Box 5900

Madison, WI 53705-0900

Ph. ( 855 ) 965 \_ 2663

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
  
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: *Kenneth R Campbell*  
 PRINTED NAME: *Kenneth R. Campbell*  
 TITLE: *Managing Member*  
 DATE: *12/12/19*

**SURETY:**


Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: *John Smith*  
 PRINTED NAME: *John Smith*  
 TITLE: *Attorney-in-fact*  
 DATE: *12/9/19*

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1803, dated 12/17/19

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Shannon Jones

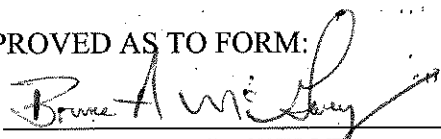
TITLE: President

DATE: 12/17/19

RECOMMENDED BY:

By:   
**COUNTY ENGINEER**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60136582

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

SARABETH SCOTT; ANTHONY BALZANO; DEBORAH M. ROTH; ROSALIE S. SMITH; JOANN SMITH

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE



*David J. Regele*

David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 9th day of December, 2019.



*Antonio Celii*

Antonio Celii  
General Counsel, Vice President & Secretary



Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

### Certificate of Compliance



Issued 03/22/2019

Effective 04/02/2019

Expires 04/01/2020

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### CAPITOL INDEMNITY CORPORATION

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### Section 3929.01 (A)

Accident & Health	Nonrenew-Stated Reasons (A&H)
Allied Lines	Other
Boiler & Machinery	Other Accident only
Burglary & Theft	Other Liability
Collectively Renewable A & H	Surety
Commercial Auto - Liability	
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Fidelity	
Fire	
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Noncancellable A & H	

CAPITOL INDEMNITY CORPORATION certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of \$632,913,825, liabilities in the amount of \$364,510,746, and surplus of at least \$268,403,079.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director



**CAPITOL INDEMNITY CORPORATION**  
**BALANCE SHEET**  
**December 31, 2018**

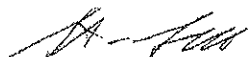
**Admitted Assets**

Cash and invested assets:	
Bonds	\$ 271,421,755
Common stocks	254,301,991
Cash, cash equivalents and short-term investments	49,881,477
Other invested assets	185,468
Receivables for securities	426,740
Total cash and invested assets	<u>576,217,431</u>
Investment income due and accrued	1,986,001
Uncollected premiums and agents' balances in course of collection	30,810,472
Deferred premiums, agents' balances and installments booked but deferred and not yet due	9,976,610
Amounts recoverable from reinsurers	4,298,433
Current federal and foreign income tax recoverable and interest thereon	551,107
Net deferred tax asset	7,356,587
Electronic data processing equipment and software	777,127
Receivables from parent, subsidiaries and affiliates	782,109
Other admitted assets	157,948
Total admitted assets	<u>\$ 632,913,825</u>

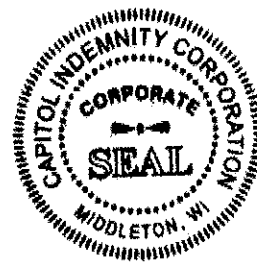
**Liabilities and Surplus as Regards Policyholders**

Liabilities:	
Losses	\$ 180,143,207
Reinsurance payable on paid losses and loss adjustment expenses	17,605,989
Loss adjustment expenses	36,843,741
Commissions payable, contingent commissions and other similar charges	606,760
Other expenses (excluding taxes, licenses and fees)	9,199,268
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Amounts withheld or retained by company for account of others	6,379,709
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Other liabilities	680,540
Total liabilities	<u>364,510,746</u>
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	160,277,910
Surplus as regards policyholders	<u>268,403,079</u>
Total liabilities and capital and surplus	<u>\$ 632,913,825</u>

I, Stephen J. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2018, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.



Stephen J. Sills  
CEO & President



# Resolution

Number 19-1804

Adopted Date December 17, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH WATERCREST AT LANDEN, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WATERCREST AT LANDEN SUBDIVISION, SECTION 1A AND 1B, SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## SECURITY AGREEMENT

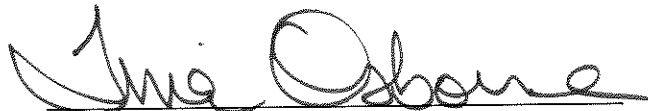
Bond Number	:	19-020(W/S)
Development	:	Watercrest at Landen, Section 1A & 1B
Developer	:	Watercrest at Landen, LLC
Township	:	Deerfield
Amount	:	\$57,483.35 Maintenance Bond
Surety Company	:	Capitol Indemnity Corporation (60136581)

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

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

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Watercrest at Landen, LLC; Attn:Greg Berling; 3333 Madison Pk Suite C; Ft. Wright, KY 41015  
American Contracting Services, Inc; 781 Neeb Rd, Cincinnati, OH 45233  
Water/Sewer (file)  
Bond Agreement file

Bond #: 60136581

Form WA-3  
Rev. 08/2016

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

19-020 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Watercrest at Landen, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capital Indemnity Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Watercrest at Landen **Subdivision, Section/Phase** 1A & 1B (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$574,833.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$57,483.35 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Greg Berling

Watercrest at Landen, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41015

Ph. (859 ) 578 -8500

D. To the Surety:

Capital Indemnity Corporation

P O Box 5900

Madison, WI 53705-0900

Ph. (855 ) 965 -2663

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

\_\_\_ **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

\_\_\_ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

\_\_\_ **Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

\_\_\_ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

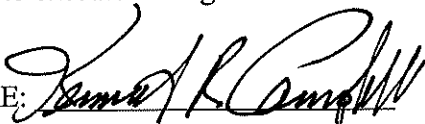


17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
  
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

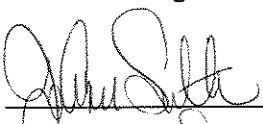
**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE:   
 PRINTED NAME: Kenneth R. Campbell  
 TITLE: Managing Member  
 DATE: 12/12/19

**SURETY:**


Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:   
 PRINTED NAME: John Smith  
 TITLE: Attorney-In-Fact  
 DATE: 12/9/19

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1804, dated 12/17/19

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Shannon Jones

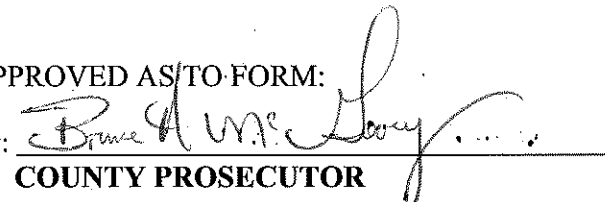
TITLE: President

DATE: 12/17/19

RECOMMENDED BY:

By:   
**SANITARY ENGINEER**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

60136581

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- SARABETH SCOTT; ANTHONY BALZANO; DEBORAH M. ROTH; ROSALIE S. SMITH; JOANN SMITH -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 9th day of December, 2019



*Antonio Celij*  
Antonio Celij  
General Counsel, Vice President & Secretary

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor

Jillian Froment - Director

**Certificate of Compliance**



Issued 03/22/2019

Effective 04/02/2019

Expires 04/01/2020

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**CAPITOL INDEMNITY CORPORATION**

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Accident & Health	Nonrenew-Stated Reasons (A&H)
Allied Lines	Other
Boiler & Machinery	Other Accident only
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Inland Marine	
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Multiple Peril - Commercial	
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CAPITOL INDEMNITY CORPORATION certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of \$632,913,825, liabilities in the amount of \$364,510,746, and surplus of at least \$268,403,079.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director



**CAPITOL INDEMNITY CORPORATION**  
**BALANCE SHEET**  
**December 31, 2018**

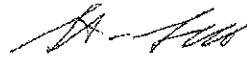
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Common stocks	254,301,991
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**Liabilities and Surplus as Regards Policyholders**

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Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	160,277,910
Surplus as regards policyholders	<u>268,403,079</u>
Total liabilities and capital and surplus	<u>\$ 632,913,825</u>

I, Stephen J. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2018, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.



Stephen J. Sills  
CEO & President



# Resolution

Number 19-1805

Adopted Date December 17, 2019

ENTER INTO A SUBDIVISION IMPROVEMENT PERFORMANCE SECURITY AGREEMENT WITH WATERCREST AT LANDEN, LLC, FOR INSTALLATION OF CERTAIN PRIVATE IMPROVEMENTS IN THE WATERCREST AT LANDEN SUBDIVISION, SECTION 1A AND 1B, SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following performance security agreement:

## PERFORMANCE SECURITY AGREEMENT

Bond Number	:	19-024(W/S)
Development	:	Watercrest at Landen, Section 1A & 1B
Developer	:	Watercrest at Landen, LLC
Township	:	Deerfield
Amount	:	\$165,000 Performance Bond
Surety Company	:	Central Bank Certified Check #25179483

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

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

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Watercrest at Landen, LLC; Attn: Greg Berling; 3333 Madison Pk Suite C; Ft. Wright, KY 41015  
OMB – S. Spencer  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

19-024 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Watercrest at Landon, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Watercrest at Landon LLC CASH (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Watercrest at Landon nearfield **Subdivision, Section/Phase 1A+1B** (3) (hereinafter the "Subdivision") situated in (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$126,923, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$126,923; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$165,000 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 4 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \_\_\_\_\_ to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.



7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Watercrest at Landon LLC  
Gray Berling  
3333 Madison Plk Suite C  
Ft. Wright, KY 41017  
Ph. (859) 578 - 8500

D. To the Surety:

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

Ph. (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check (attached) (CHECK # 25179483)**

\_\_\_\_\_ **Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)**

\_\_\_\_\_ **Original Escrow Letter (attached)**

\_\_\_\_\_ **Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).**

\_\_\_\_\_ **Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).**

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

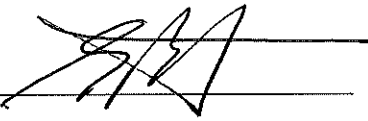
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
  
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.


**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE:   
 PRINTED NAME: Greg Berling  
 TITLE: Managing Member  
 DATE: 12/12/19

**SURETY:**


Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:   
 PRINTED NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1805, dated 12/17/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Shannon Jones

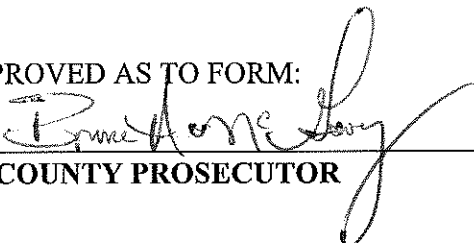
TITLE: President

DATE: 12/17/19

RECOMMENDED BY:

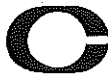
By:   
**SANITARY ENGINEER**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



**Central Bancshares, Inc.**  
Central Bank & Trust  
Central Bank of Jefferson Co.

**OFFICIAL CHECK**

25179483

73-14/421

WATER/SEWER BOND

12/12/2019

**P**  
AY  
TO THE  
ORDER OF

REMITTER  
WARREN COUNTY COMMISSIONERS

\$

\*\*\*165,000.00

\*\*\*One Hundred Sixty Five Thousand Dollars and No Cents

**DOLLARS**



Drawer: Central Bank & Trust

*Steven D. Leslie* **MP**  
AUTHORIZED SIGNATURE

⑈ 25179483⑈ ⑆042100146⑆

05006225⑈

# Resolution

Number 19-1806

Adopted Date December 17, 2019

## APPROVE RECORD PLAT

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following plat:

- The Falls Of Landen Section 3 D (a Replat) – Deerfield Township
- Watercrest At Landen Section 1A – Deerfield Township
- Watercrest At Landen Section 1B – Deerfield Township

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

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

Resolution adopted this 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-1807

Adopted Date December 17, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE PROBATION FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Probation Fund #11012500 in order to process a vacation leave payout for Jason Bryge former employee of Juvenile Probation:

\$1991.00      from #11011110-5882      (Commissioners - Vacation Leave Payout)  
                 into #11012500-5882      (Juvenile Probation - Vacation Leave Payout)

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 17<sup>th</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Juvenile Probation (file)  
OMB