

Resolution

Number 21-0313

Adopted Date March 09, 2021

ACCEPT RESIGNATION OF KENNETH LOSEKAMP , EMA EMERGENCY PLANS ASSISTANT, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE MARCH 12, 2021

BE IT RESOLVED, to accept the resignation of Kenneth Losekamp, EMA Emergency Plans Assistant, within the Warren County Emergency Services Department, effective March 12, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
K. Losekamp's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-0314

Adopted Date March 09, 2021

APPROVE PROMOTION OF KASSIDY VERNON FROM THE POSITION OF UTILITY CLERK I TO THE POSITION OF FISCAL ASSISTANT WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer has indicated that interviews have been conducted and Ms. Vernon has the necessary skillset for the position; and

NOW THEREFORE BE IT RESOLVED, to promote Kassidy Vernon to the position of Fiscal Assistant, non-exempt, pay range #14, \$17.06 per hour, effective pay period beginning March 27, 2020; and

BE IT FURTHER RESOLVED, the department will request a review of wages after Ms. Vernon completes a year as the Fiscal Assistant.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
K. Vernon's Personnel file
OMB – Sue Spencer

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

Resolution

Number 21-0315

Adopted Date March 09, 2021

AUTHORIZE THE POSTING OF THE "TEMPORARY EMA EMERGENCY PLANS ASSISTANT" POSITION WITHIN THE EMERGENCY SERVICES DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for a "TEMPORARY EMA Emergency Plans Assistant" position within the Emergency Services Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "TEMPORARY EMA Emergency Plans Assistant" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 5, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
OMB – Sue Spencer

Resolution

Number 21-0316

Adopted Date March 09, 2021

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

WHEREAS, there exists one opening for "Protective Services Caseworker I or II" positions within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 5, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
S. Spencer – OMB

Resolution

Number 21-0317

Adopted Date March 09, 2021

APPROVE A PAY INCREASE FOR AMBERLEE WILSON WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Amberlee Wilson, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed four (4) years of service as a Emergency Communications Operator on March 6, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Amberlee Wilson's pay increase to \$26.63 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning March 11, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)
A. Wilson's Personnel File
OMB-Sue Spencer

Resolution

Number 21-0318

Adopted Date March 09, 2021

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SOMMER GREEN WITHIN OHIOMEANSJOBS WARREN COUNTY

WHEREAS, Sommer Green, Customer Advocate I within OhioMeansJobs Warren County, has successfully completed a 365-day probationary period, effective March 30, 2021; and


NOW THEREFORE BE IT RESOLVED, to approve Sommer Green's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.89 per hour effective pay period beginning April 10, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs(file)
S. Green's Personnel File
OMB – Sue Spencer

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

Resolution

Number 21-0319

Adopted Date March 09, 2021

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR EMALEE WILLIAMS WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Emalee Williams, Custodial Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective March 30, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Emalee Williams's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$12.38 per hour effective pay period beginning April 10, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
E. Williams' Personnel File
OMB – Sue Spencer

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

Resolution

Number 21-0320

Adopted Date March 09, 2021

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR MARY MCKENZIE WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Mary McKenzie, Custodial Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective March 4, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Mary McKenzie's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$12.38 per hour effective pay period beginning March 13, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
M. McKenzie's Personnel File
OMB – Sue Spencer

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

Resolution

Number 21-0321

Adopted Date March 09, 2021

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

WHEREAS, Joseph Essig, Water Distribution Worker III within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective March 2, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Joseph Essig's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$22.32 per hour effective pay period beginning March 13, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water & Sewer (file)
J. Essig's Personnel File
OMB – Sue Spencer

Resolution

Number 21-0322

Adopted Date March 09, 2021

APPROVE LATERAL TRANSFER OF BROOKE IRWIN FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER II TO INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

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

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Brooke Irwin from the position of Protective Services Caseworker II to Investigative Caseworker II within the Warren County Department of Job and Family Services, Children Services Division effective March 15, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0323

Adopted Date March 09, 2021

ADMINISTER DISCIPLINARY ACTION AGAINST PATRICIA JETT, CLERICAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Jett, was charged with Group I offense #19, Disregarding job duties by neglect of work or failure to complete work or tasks in a timely manner and Group I offense #20 Unsatisfactory Work, failure to maintain required standards, in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, the Director requested a Pre-Disciplinary conference for the above violations regarding Ms. Jett as she has prior active discipline in the past two years; and

WHEREAS, Ms. Jett was given notification of a pre-discipline conference on March 3, 2021; and

WHEREAS, Ms. Jett waived her write to a pre-disciplinary conference on March 3, 2021: and

WHEREAS, it is the recommendation of the Director that Ms. Jett serve a one (1) day suspension to follow progressive discipline as Ms. Jett has prior active discipline within the past two years; and

NOW THEREFORE BE IT RESOLVED, that Patricia Jett, Clerical Specialist II, within the Warren County Job and Family Services, Children Services be disciplined for violating the Warren County Personnel Policy Manual as herein before discussed, the penalty for which shall consist of a one (1) day suspension to be served March 5, 2021; and

BE IT FURTHER RESOLVED, this action shall become a part of Ms. Jett's personnel file.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
Patricia Jett's Personnel File
OMB (Sue Spencer)

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

Resolution

Number 21-0324

Adopted Date March 09, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
MARCH 11, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
March 11, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 21-0325

Adopted Date March 09, 2021

ACCEPT THE TRANSFER OF PORTABLE MOTOROLA RADIO FROM HAMILTON TOWNSHIP TO WARREN COUNTY TELECOMMUNICATIONS


BE IT RESOLVED, to authorize Warren County Telecommunications to accept the transfer of Portable Motorola Radio S/N# 205CND2978 from Hamilton Township to replace Portable Motorola Radio S/N# 205CMB0065 that was lost while on loan from Warren County Telecommunications to Hamilton Township; copy of transfer memo from Hamilton Township attached hereto and made a part hereof.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Transfer file
Hamilton Township (file)
B. Quillen - Auditor

LEGISLATIVE COVER MEMORANDUM

Introduction: March 3, 2021

Effective Date: Next available date

Agenda Item: Motion
Transfer ownership of Portable Motorola Radio SN# 205CND2978 from Hamilton Township to Warren County Telecom.

Submitted By: Chief Reese

Scope / Description: This is to replace Portable Motorola Radio SN# 205CMB0065 on loan from Warren County that has been missing for 5+ years. We intend to keep the radio and use it, but Warren County needs acknowledgement from the Hamilton Township Board of Trustees for their property accountability. They have agreed to this transfer of similar type and age of radio as opposed to outright replacing the radio at a cost of approximately \$5,000.

Budget Impact: \$0

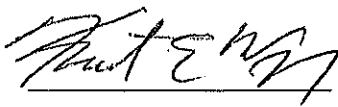
Vote Required for Passage: 2 of 3

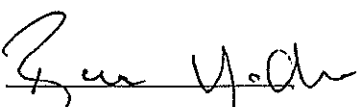
Mr. Cordrey introduced this Motion and moved its adoptions.

Mr. Rozzi seconded the Motion and the following being called upon of its adoption, the vote resulted as followed.

Darryl Cordrey	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Joe Rozzi	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Mark Sousa	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

Attest:


Kurt E. Weber, *Fiscal Officer*


Benjamin J. Yoder, *Law Director*

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

Resolution

Number 21-0326

Adopted Date March 09, 2021

**APPROVE NOTICE OF INTENT TO AWARD BID FOR THE SPRINGBORO ROAD BRIDGE
#41-2.49 REHABILITATION PROJECT**

WHEREAS, bids were closed at 9:00 a.m., March 2, 2021, and the bids received were opened and read aloud for the Springboro Road Bridge #41-2.49 Rehabilitation Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dominic Brigano, Warren County Bridge Engineer, Brumbaugh Construction, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Dominic Brigano, that it is the intent of this Board to award the bid to Brumbaugh Construction, Inc. for a total bid price of \$257,764.00; and


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

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

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL/

cc: Engineer (file)
OMB Bid file

Resolution

Number 21-0327

Adopted Date March 09, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO PATTERSON DENTAL SUPPLY, INC. FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT PROJECT

WHEREAS, bids were closed at 10:00 a.m., March 2, 2021, and the bids received were opened and read aloud for the Warren County Jail & Sheriff's Office Dental Equipment Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Warren County Director of Facilities Management, Patterson Dental Supply, Inc., has been determined to be the lowest and best bidder; and

WHEREAS, Patterson Dental Supply, Inc., was the best bidder with a total bid price of \$39,930.00; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Trevor Hearn, that it is the intent of this Board to award the contract to Patterson Dental Supply, Inc. 1031 Mendota Heights Rd. St. Paul, MN , for a total bid price of \$39,930; and

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

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

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

cc: Facilities Management (file)
OMB Bid file

Resolution

Number 21-0328

Adopted Date March 09, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO MOODY'S OF DAYTON, INC. FOR THE 2021 WELL REDEVELOPMENT PROJECT

WHEREAS, bids were closed at 11:00 a.m., February 25, 2021, and the bids received were opened and read aloud for the 2021 Well Redevelopment Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Moody's of Dayton, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Moody's of Dayton, Inc. for a total bid price of \$290,000.00; and

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

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

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL/

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 21-0329

Adopted Date March 09, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO STRUCTURED SOLUTIONS, LLC FOR SANITARY SEWER MANHOLE & SEWER MAIN REHABILITATION - PHASE 1-PROJECT

WHEREAS, bids were closed at 11:00 a.m., on February 18, 2021, and the bids received were opened and read aloud for the Sanitary Sewer Manhole & Sewer Main Rehabilitation - Phase 1-Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Deputy Sanitary Engineer, Structured Solutions, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Structured Solutions, LLC for a total bid price of \$106,320.50; and

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

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

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 21-0330

Adopted Date March 09, 2021

ADVERTISE FOR ELECTRONIC SEALED BIDS FOR THE PURCHASE OF 26,900 TONS OF BULK ICE CONTROL SALT

BE IT RESOLVED, to advertise for Electronic Sealed bids for the purchase of 26,900 Tons of Bulk Ice Control Salt; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of March 21, 2021; sealed bid package due to the County by 2:00 p.m., April 1, 2021; electronic sealed bids to begin April 8, 2021 @ 10:00 a.m.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL\

cc: Engineer (file)
OMB Bid file

Resolution

Number 21-0331

Adopted Date March 09, 2021

ADVERTISE FOR THE 2021 CHIP SEAL PROJECT

BE IT RESOLVED, to advertise for the 2021 Chip Seal Project for the County Engineer; and

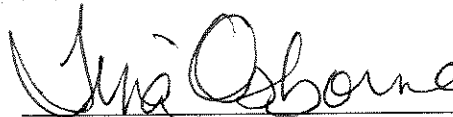
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of April 4, 2021; bid opening to be April 20 2021 @ 9:15 a.m.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL\

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 21-0332

Adopted Date March 09, 2021

ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into an On-the-Job-Training Agreement with the following
company, as attached hereto and made part hereof:


Modula, Inc
5000 Commerce Center Drive,
Franklin, Ohio 45005

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)



OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Modula Inc (EMPLOYER)** and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on 3/9/21 and shall remain in effect through June 30th, 2022 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Modula Inc.
Address: 5000 Commerce Center Drive, Franklin, OH 45005

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Bill Lovell 3/9/21
Authorized Signature Date

[Signature] 3/9/21
Authorized Signature Date

Bill Lovell Regional HR Generalist
Printed Name and Title

David Young President
Printed Name and Title

Bill Lovell Bill.lovell@modula.com
Contact Person and E-mail Address

[Blank]
Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM
[Signature]
Keith W. Anderson
Asst. Prosecuting Attorney

KEY PAYMENT DEFINITIONS



Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. 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 unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Bill Lovell, holding the title and position of Regional HR Generalist at the firm Modula 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.

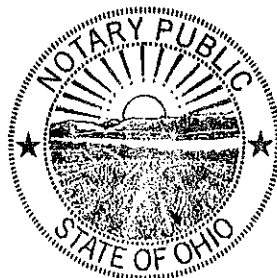
Bill Lovell
AFFIANT

Subscribed and sworn to before me this 8th day of March 20 21

Esther J. Cunningham
(Notary Public),

Warren County.

My commission expires Aug 2 20 22



Esther J Cunningham, Notary Public
In and for the State of Ohio
My Commission Expires Aug, 2, 2022

Resolution

Number 21-0333

Adopted Date March 09, 2021

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY DOMESTIC RELATIONS DIVISION AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Domestic Relations Division and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Domestic Relations Court
c/a—CSEA
Domestic Relations Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 2/5/2021

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other: <describe the IV-D contract>

The unit rate is \$63.93per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/2021 to 12/31/2021. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

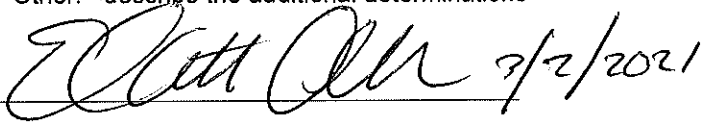
<input checked="" type="checkbox"/> IV-D Contract with Governmental Entity
<input checked="" type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"
<input checked="" type="checkbox"/> JFS 07018 "IV-D Contract" and attached document that describes the performance standards
<input checked="" type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input checked="" type="checkbox"/> Commissioners' resolution or minutes
<input checked="" type="checkbox"/> JFS 07016 "IV-D Contract Security Addendum"
<input checked="" type="checkbox"/> Appropriate summary page of the county cost allocation plan, if applicable
<input type="checkbox"/> Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60
<input type="checkbox"/> IV-D Contract Amendment with Governmental Entity
<input type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/> JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
<input type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input type="checkbox"/> Commissioners' resolution or minutes

<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other: <describe the additional determinations>

Signature  3/2/2021

Printed Name: Elizabeth Schorr, Director
Telephone Number: 513-695-1278

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Domestic Relations Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2021 through 12/31/2021, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hourly rate for Magistrate services to: Conduct hearings; Prepare and review Magistrate reports; conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support; enforcement of support and related orders.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$63.93 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$23,269.75

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$7,911.72	Local Sources
FFP Reimbursement	\$15,358.04	
Total IV-D Contract Cost	\$23,269.75	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

- 6. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
- 7. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 day, Christmas Day.
- 8. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- 10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

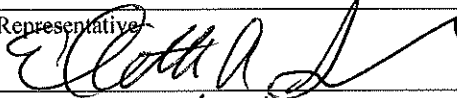
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.


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

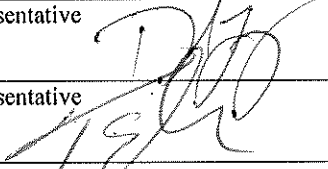
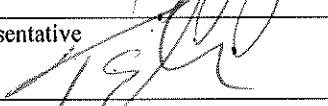

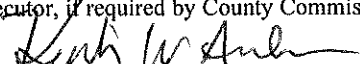
- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with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

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

IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Elizabeth Schorr, Director
Date of Signature 3/2/2021	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Jeff Kirby, Judge
Date of Signature 2/19/21	Printed Street Address of Contractor 500 Justice Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative 	Date of Signature 3/9/21
Signature of County Commissioner or Representative 	Date of Signature 3/9/21
Signature of County Commissioner or Representative 	Date of Signature
Signature of Prosecutor, if required by County Commissioners 	Date of Signature 2-17-2021

Prosecuting Attorney
David P. Fornshell

**CHILD SUPPORT
ENFORCEMENT AGENCY
WARREN COUNTY, OHIO**

500 Justice Drive ▪ Lebanon, Ohio 45036

Phone: (513) 695-1580

Fax: (513) 695-2969

<http://www.co.warren.oh.us/wcchildsupport>

Director, CSEA
Elizabeth A. Schorr

Deputy Director, CSEA
Thomas E. A. Howard

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Cincinnati
Phone: (513) 925-1580
Fax: (513) 695-2969

Dayton
Phone: (937) 425-1580
Fax: (513) 695-2969

Middletown/Franklin
Phone: (513) 261-1580
Fax: (513) 695-2969

Toll-Free
Phone: 800-644-2732
(not accessible to callers in Cincinnati,
Dayton, Lebanon or Middletown areas)

Ohio Department of Job and Family Services

GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Domestic Relations Court	
Type of IV-D Contract:	Magistrate Services	
I. Staff		Estimated Amount
	A. Salaries	\$200,678.00
	B. Payroll Related Expenses	\$62,762.03
	Total Staff Costs	\$263,440.03
II. Operations		
	A. Travel and Short Term Training	\$2,000.00
	B. Consumable Supplies	\$0.00
	C. Occupancy Costs	\$0.00
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$500.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$2,500.00
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$0.00
	C. Leased and Rented Equipment	\$0.00
	Total Equipment Costs	\$0.00
	Sub-Total of All Costs	\$265,940.03
	IV. MINUS Fees Collected by the Contractor	\$0.00
	Total Expenses	\$265,940.03

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours		Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
		Worked in Contracted Office				
Magistrate 1	2080	2080		\$100,339.00	100.00%	\$100,339.00
Magistrate 2	2080	2080		\$100,339.00	100.00%	\$100,339.00

Notes:

I.A. Salaries

I.A.2. Support Staff

Position Title	Total Annual Hours Paid by County	Total Hours Spent Assisting Principal Staff	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget

I.A.3. Unassociated Staff

Position Title	

Total Salaries Applied to this Contract	\$200,678.00
--	---------------------

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$200,678.00	\$28,094.92
Workers' Compensation/Unemployment Insurance		\$200,678.00	\$0.00
Retirement Expense/Medicare	1.45%	\$200,678.00	\$2,909.83
Hospitalization Insurance Premium			\$31,505.28
Other Life Insurance			\$252.00
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$62,762.03

Notes:

II.A. Travel and Short Term Training

Type			Amount	Prorate %	Amount Applied to Budget
	Mileage rate	Miles	Total mileage		
Mileage Reimbursement			\$0.00		
Short Term Training			\$2,000.00	100.00%	\$2,000.00
Other					
Other					
Other					
Total Travel and Short Term Training					\$2,000.00

Notes:

To subscribe to the Key Partner Membership, to attend any trainings or conferences such as OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			\$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at _____ per square foot:	\$0.00		
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			
Maintenance and Repairs			
Utilities (if not included in rent)			
Heat and Light			
Telephone			
Water			
Other:			
Other:			
Other:			
Total Occupancy Costs			\$0.00

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.00

Notes:

II.E. Contract & Professional Services

Type	Amount	Prorate %	Amount Applied to Budget
Transcripts	\$500.00	100.00%	\$500.00
Total Contract and Professional Services Costs			\$500.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			\$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation Charges									\$0.00

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				\$0.00

Notes:

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Lease and Rental Equipment					\$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ►

1

1 - no

2 - yes

Carried over from Page 1 ▼

\$265,940.03

Total Expenses

÷

Divided by

4,160

Total Operating Units
Produced by Principal
Staff

=

Equals

\$63.93

Unit Rate

\$63.93

Unit Rate

X

Multiplied by

364

Total Units of Service
Purchased

=

Equals

\$23,269.75

100% Contract Value

Ohio Department of Job and Family Services
IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use federal tax information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (10) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<11> **<Include any additional safeguards that may be appropriate>**

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103 (n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspections

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV

of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

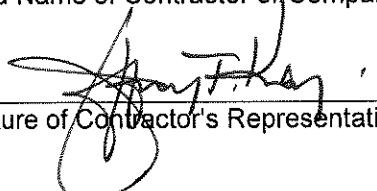
All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act, obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

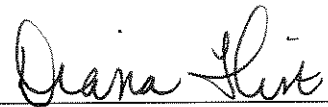
All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

Warren County Domestic Relations Court
Printed Name of Contractor or Company


Signature of Contractor's Representative

2-19-21
Date

Jeff Kirby
Printed Name of Contractor's Representative


Signature of Witness

2-19-21
Date

Diana Flint
Printed Name of Witness

CSEA

CATEGORIES	2010 for use 2012	2011 for use 2013	2012 for use 2014	12 for use in 14 REVISED	12 vs 14 REVISED	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	2017 for use in 2019	2018 for use in 2020	2019 for use in 2021	Difference
Bldg Use	\$ 9,687.00	\$ 9,744.00	\$ 9,500.00	\$ 9,500.00	\$ (244.00)	\$ 9,540.00	\$ 9,540.00	\$ 10,661.00	\$ 10,637.00	\$ 10,637.00	\$ 18,953.00	\$ 25,957.00	\$ 7,004.00
Property Insurance	\$ 2,620.00	\$ 3,053.00	\$ 1,700.00	\$ 1,700.00	\$ (1,353.00)	\$ 1,989.00	\$ 2,142.00	\$ 1,485.00	\$ 1,572.00	\$ 1,503.00	\$ 476.00	\$ 477.00	\$ 1.00
Insurance	\$ 7,893.00	\$ 6,696.00	\$ 4,258.00	\$ 4,258.00	\$ (2,438.00)	\$ 3,760.00	\$ 3,392.00	\$ 1,988.00	\$ 2,482.00	\$ 2,017.00	\$ 2,091.00	\$ 1,995.00	\$ (96.00)
Commissioners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg. Maintenance	\$ 117,978.00	\$ 133,034.00	\$ 117,300.00	\$ 117,314.00	\$ (15,720.00)	\$ 154,060.00	\$ 133,238.00	\$ 143,509.00	\$ 119,862.00	\$ 126,371.00	\$ 106,211.00	\$ 103,719.00	\$ (2,492.00)
OMB	\$ 23,442.00	\$ 20,304.00	\$ 20,499.00	\$ 20,502.00	\$ 198.00	\$ 20,237.00	\$ 20,811.00	\$ 20,822.00	\$ 20,248.00	\$ 24,419.00	\$ 21,254.00	\$ 22,915.00	\$ 1,661.00
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecomm	\$ 21,680.00	\$ 20,804.00	\$ 20,811.00	\$ 20,819.00	\$ 15.00	\$ 25,401.00	\$ 27,665.00	\$ 42,067.00	\$ 38,676.00	\$ 43,771.00	\$ 40,613.00	\$ 50,797.00	\$ 10,184.00
Prosecutor	\$ 11,582.00	\$ 11,516.00	\$ 11,016.00	\$ 11,019.00	\$ (497.00)	\$ 11,170.00	\$ 11,423.00	\$ 11,777.00	\$ 12,425.00	\$ 12,394.00	\$ 12,576.00	\$ 13,374.00	\$ 798.00
DP	\$ 42,504.00	\$ 41,804.00	\$ 46,395.00	\$ 47,402.00	\$ 5,598.00	\$ 17,379.00	\$ 19,183.00	\$ 15,594.00	\$ 12,999.00	\$ 39,599.00	\$ 38,023.00	\$ 44,173.00	\$ 6,150.00
Treasurer	\$ 3,326.00	\$ 3,232.00	\$ 3,068.00	\$ 3,069.00	\$ (163.00)	\$ 3,438.00	\$ 3,373.00	\$ 3,307.00	\$ 3,531.00	\$ 4,089.00	\$ 4,693.00	\$ 4,800.00	\$ 107.00
Auditor	\$ 22,691.00	\$ 19,411.00	\$ 20,435.00	\$ 20,438.00	\$ 1,027.00	\$ 22,261.00	\$ 20,938.00	\$ 17,083.00	\$ 17,428.00	\$ 19,167.00	\$ 24,253.00	\$ 21,413.00	\$ (2,840.00)
Total Allocated	\$ 263,403.00	\$ 269,598.00	\$ 254,982.00	\$ 256,021.00	\$ (13,577.00)	\$ 269,235.00	\$ 251,705.00	\$ 268,293.00	\$ 239,870.00	\$ 283,967.00	\$ 269,143.00	\$ 289,620.00	\$ 20,477.00
Roll Forward	\$ 20,006.00	\$ 59,389.00	\$ (8,421.00)	\$ (7,382.00)	\$ (66,771.00)	\$ (363.00)	\$ (3,277.00)	\$ (942.00)	\$ (11,835.00)	\$ 15,674.00	\$ 17,126.00	\$ (6,641.00)	\$ (23,767.00)
Proposed Cost	\$ 283,409.00	\$ 328,987.00	\$ 246,561.00	\$ 248,639.00	\$ (80,348.00)	\$ 268,872.00	\$ 248,428.00	\$ 267,351.00	\$ 228,035.00	\$ 299,641.00	\$ 286,269.00	\$ 282,979.00	\$ (3,290.00)

In previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

Square footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

2011 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. They had several elevator and HVAC expenditures

Roll forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

2017 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst.

2017 for use in 2019 - There was an increase within IT and the roll forward amount was a positive number verses in 2016 the roll forward was a negative number.

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

Resolution

Number 21-0334

Adopted Date March 09, 2021

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY JUVENILE DIVISION/PROBATE COURT AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY


BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Juvenile Division/Probate Court and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Juvenile Division/Probate Court
c/a – CSEA
Juvenile Division Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 2/5/2021

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other: <describe the IV-D contract>

The unit rate is \$43.42 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/2021 to 12/31/2021. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

- IV-D Contract with Governmental Entity
 - JFS 01772 "IV-D Contract Cover Letter"
 - JFS 07018 "IV-D Contract" and attached document that describes the performance standards
 - JFS 07020 "Governmental Contractor IV-D Contract Budget"
 - Commissioners' resolution or minutes
 - JFS 07016 "IV-D Contract Security Addendum"
 - Appropriate summary page of the county cost allocation plan, if applicable
 - Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60

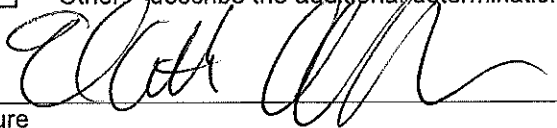
- IV-D Contract Amendment with Governmental Entity
 - JFS 01772 "IV-D Contract Cover Letter"
 - JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
 - JFS 07020 "Governmental Contractor IV-D Contract Budget"
 - Commissioners' resolution or minutes

<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other: <describe the additional determinations>

 3/2/2021
Signature

Printed Name: Elizabeth Schorr, Director
Telephone Number: 513-695-1278

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Juvenile Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2021 through 12/31/2021, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hourly rate for Magistrate services to: Conduct hearings; to prepare and review Magistrate reports; and to conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support, enforcement of support and related orders.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$43.42 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$27,661.44

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$9,404.89	Local Sources
FFP Reimbursement	\$18,256.55	
Total IV-D Contract Cost	\$27,661.44	

- 5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 Day, Christmas Day. .
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the

Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the

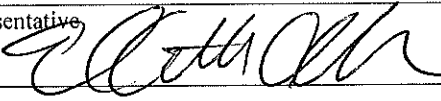
Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

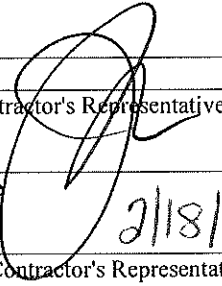
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

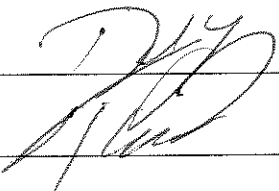
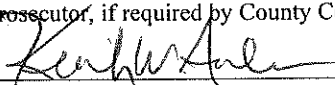
- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with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

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

IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Elizabeth Schorr, Director
Date of Signature 3/2/2021	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Joseph W. Kirby, Judge
Date of Signature 2/18/21	Printed Street Address of Contractor 900 Memorial Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative 	Date of Signature 3/9/21
Signature of County Commissioner or Representative	Date of Signature 3/9/21
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners 	Date of Signature 2-17-2021

Prosecuting Attorney
David P. Fornshell

**CHILD SUPPORT
ENFORCEMENT AGENCY
WARREN COUNTY, OHIO**

500 Justice Drive • Lebanon, Ohio 45036
Phone: (513) 695-1580
Fax: (513) 695-2969
<http://www.co.warren.oh.us/wcchildsupport>

Director, CSEA
Elizabeth A. Schorr

Deputy Director, CSEA
Thomas E. A. Howard

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Cincinnati
Phone: (513) 925-1580
Fax: (513) 695-2969

Dayton
Phone: (937) 425-1580
Fax: (513) 695-2969

Middletown/Franklin
Phone: (513) 261-1580
Fax: (513) 695-2969

Toll-Free
Phone: 800-644-2732
(not accessible to callers in Cincinnati,
Dayton, Lebanon or Middletown areas)

Ohio Department of Job and Family Services
GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Juvenile Court	
Type of IV-D Contract:	Magistrate services	
I. Staff		Estimated Amount
	A. Salaries	\$137,114.00
	B. Payroll Related Expenses	\$41,032.15
	Total Staff Costs	\$178,146.15
II. Operations		
	A. Travel and Short Term Training	\$2,000.00
	B. Consumable Supplies	\$0.00
	C. Occupancy Costs	\$0.00
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$500.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$2,500.00
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$0.00
	C. Leased and Rented Equipment	\$0.00
	Total Equipment Costs	\$0.00
	Sub-Total of All Costs	\$180,646.15
IV. MINUS Fees Collected by the Contractor		
	Total Expenses	\$180,646.15

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours		Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
		Worked in Contracted Office				
Magistrate 1	2080	2080		\$78,957.00	100.00%	\$78,957.00
Magistrate 2	2080	2080		\$58,157.00	100.00%	\$58,157.00

Notes:

I.A. Salaries

I.A.2. Support Staff

Position Title	Total Annual Hours Paid by County	Total Hours Spent Assisting Principal Staff	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget

I.A.3. Unassociated Staff

Position Title	

Total Salaries Applied to this Contract	\$137,114.00
--	---------------------

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$137,114.00	\$19,195.96
Workers' Compensation/Unemployment Insurance	2.00%	\$137,114.00	\$2,742.28
Retirement Expense/Medicare	1.45%	\$137,114.00	\$1,988.15
Hospitalization Insurance Premium			\$16,853.76
Other Life Insurance			\$252.00
Other			
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$41,032.15

Notes:

II.A. Travel and Short Term Training

Type	Mileage rate	Miles	Amount Total mileage	Prorate %	Amount Applied to Budget
Mileage Reimbursement			\$0.00		
Short Term Training			\$2,000.00	100.00%	\$2,000.00
Other					
Other					
Other					
Total Travel and Short Term Training					\$2,000.00

Notes:

To subscribe to the Key Partner Membership, to attend any trainings or conferences such as the OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			\$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at _____ per square foot:	\$0.00		
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			
Maintenance and Repairs			
Utilities (if not included in rent)			
Heat and Light			
Telephone			
Water			
Other:			
Other:			
Other:			
Total Occupancy Costs			\$0.00

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.00

Notes:

II.E. Contract & Professional Services

Type	Amount	Prorate %	Amount Applied to Budget
Transcripts	\$500.00	100.00%	\$500.00
Total Contract and Professional Services Costs			\$500.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			\$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation Charges									\$0.00

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				\$0.00

Notes:

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Lease and Rental Equipment					\$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ►

1

1 - no

2 - yes

Carried over from Page 1 ▼

\$180,646.15

Total Expenses

÷

Divided by

4,160

Total Operating Units
Produced by Principal
Staff

=

Equals

\$43.42

Unit Rate

\$43.42

Unit Rate

X

Multiplied by

637

Total Units of Service
Purchased

=

Equals

\$27,661.44

100% Contract Value

Ohio Department of Job and Family Services
IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use federal tax information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (10) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<11> **<Include any additional safeguards that may be appropriate>**

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103 (n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspections

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV

of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

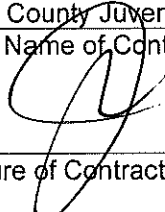
IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

Warren County Juvenile Court

Printed Name of Contractor or Company



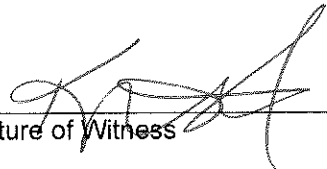
Signature of Contractor's Representative

2.18.21

Date

Joseph W. Kirby

Printed Name of Contractor's Representative



Signature of Witness

2-18-2021

Date

Kristine M. Hanselman
Printed Name of Witness

CSEA

CATEGORIES	2010 for use 2012	2011 for use 2013	2012 for use 2014	12 for use in 14 REVISED	12 vs 14 REVISED	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	2017 for use in 2019	2018 for use in 2020	2019 for use in 2021	Difference
Bldg Use	\$ 9,687.00	\$ 9,744.00	\$ 9,500.00	\$ 9,500.00	\$ (244.00)	\$ 9,540.00	\$ 9,540.00	\$ 10,661.00	\$ 10,637.00	\$ 10,637.00	\$ 18,953.00	\$ 25,957.00	\$ 7,004.00
Property Insurance	\$ 2,620.00	\$ 3,053.00	\$ 1,700.00	\$ 1,700.00	\$ (1,353.00)	\$ 1,989.00	\$ 2,142.00	\$ 1,485.00	\$ 1,572.00	\$ 1,503.00	\$ 476.00	\$ 477.00	\$ 1.00
Insurance	\$ 7,893.00	\$ 6,696.00	\$ 4,258.00	\$ 4,258.00	\$ (2,438.00)	\$ 3,760.00	\$ 3,392.00	\$ 1,986.00	\$ 2,492.00	\$ 2,017.00	\$ 2,091.00	\$ 1,995.00	\$ (96.00)
Commissioners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg. Maintenance	\$ 117,978.00	\$ 133,034.00	\$ 117,300.00	\$ 117,314.00	\$ (15,720.00)	\$ 154,060.00	\$ 133,238.00	\$ 143,509.00	\$ 119,862.00	\$ 126,371.00	\$ 106,211.00	\$ 103,719.00	\$ (2,492.00)
OMB	\$ 23,442.00	\$ 20,304.00	\$ 20,499.00	\$ 20,502.00	\$ 198.00	\$ 20,237.00	\$ 20,811.00	\$ 20,822.00	\$ 20,248.00	\$ 24,419.00	\$ 21,254.00	\$ 22,915.00	\$ 1,661.00
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecomm	\$ 21,680.00	\$ 20,804.00	\$ 20,811.00	\$ 20,819.00	\$ 15.00	\$ 25,401.00	\$ 27,665.00	\$ 42,067.00	\$ 38,676.00	\$ 43,771.00	\$ 40,613.00	\$ 50,797.00	\$ 10,184.00
Prosecutor	\$ 11,582.00	\$ 11,516.00	\$ 11,016.00	\$ 11,019.00	\$ (497.00)	\$ 11,170.00	\$ 11,423.00	\$ 11,777.00	\$ 12,425.00	\$ 12,394.00	\$ 12,576.00	\$ 13,374.00	\$ 798.00
DP	\$ 42,504.00	\$ 41,804.00	\$ 46,395.00	\$ 47,402.00	\$ 5,598.00	\$ 17,379.00	\$ 19,183.00	\$ 15,594.00	\$ 12,999.00	\$ 39,599.00	\$ 38,023.00	\$ 44,173.00	\$ 6,150.00
Treasurer	\$ 3,326.00	\$ 3,232.00	\$ 3,068.00	\$ 3,069.00	\$ (163.00)	\$ 3,438.00	\$ 3,373.00	\$ 3,307.00	\$ 3,531.00	\$ 4,089.00	\$ 4,693.00	\$ 4,800.00	\$ 107.00
Auditor	\$ 22,691.00	\$ 19,411.00	\$ 20,435.00	\$ 20,438.00	\$ 1,027.00	\$ 22,261.00	\$ 20,938.00	\$ 17,083.00	\$ 17,428.00	\$ 19,167.00	\$ 24,253.00	\$ 21,413.00	\$ (2,840.00)
Total Allocated	\$ 263,403.00	\$ 269,598.00	\$ 254,982.00	\$ 256,021.00	\$ (13,577.00)	\$ 269,235.00	\$ 251,705.00	\$ 268,293.00	\$ 239,870.00	\$ 283,967.00	\$ 259,143.00	\$ 289,620.00	\$ 20,477.00
Roll Forward	\$ 20,006.00	\$ 59,389.00	\$ (8,421.00)	\$ (7,362.00)	\$ (66,771.00)	\$ (363.00)	\$ (3,277.00)	\$ (942.00)	\$ (11,835.00)	\$ 15,674.00	\$ 17,126.00	\$ (6,641.00)	\$ (23,767.00)
Proposed Cost	\$ 283,409.00	\$ 328,987.00	\$ 246,561.00	\$ 248,639.00	\$ (80,348.00)	\$ 268,872.00	\$ 248,428.00	\$ 267,351.00	\$ 228,035.00	\$ 299,641.00	\$ 286,269.00	\$ 282,979.00	\$ (3,290.00)

In previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

Square footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

2011 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. They had several elevator and HVAC expenditures

Roll forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

2017 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst

2017 for use in 2019 - There was an increase within IT and the roll forward amount was a positive number verses in 2016 the roll forward was a negative number.

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

Resolution

Number 21-0335

Adopted Date March 09, 2021

ACKNOWLEDGE RECEIPT OF FEBRUARY 2021 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the February 2021 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2021 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	52,118,253.34	5,370,407.51	4,709,049.08	52,779,611.77	576,845.77	53,356,457.54
2201	SENIOR CITIZENS SERVICE LEVY	10,781,097.51	0.00	513,627.41	10,267,470.10	513,627.41	10,781,097.51
2202	MOTOR VEHICLE	5,647,659.10	455,661.79	333,112.10	5,770,208.79	41,771.12	5,811,979.91
2203	HUMAN SERVICES	660,745.25	876,804.53	429,868.96	1,107,680.82	25,706.19	1,133,387.01
2204	COVID19 EMERGENCY RENTAL ASSIS	7,003,129.80	0.00	0.00	7,003,129.80	0.00	7,003,129.80
2205	BOARD OF DEVELOPMENTAL DISABIL	39,246,213.71	196,582.28	6,578,552.22	32,864,243.77	156,448.35	33,020,692.12
2206	DOG AND KENNEL	768,400.17	88,140.57	25,398.79	831,141.95	392.85	831,534.80
2207	LAW LIBRARY RESOURCES FUND	270,150.30	22,708.49	36,485.39	256,373.40	0.00	256,373.40
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	26,656.79	7.72	0.00	26,664.51	872.50	27,537.01
2210	LOCAL CORONAVIRUS RELIEF FUND	399,795.60	380.98	399,795.60	380.98	5,000.00	5,380.98
2215	VETERAN'S MEMORIAL	4,562.14	90.70	0.00	4,652.84	0.00	4,652.84
2216	RECORDER TECH FUND 317.321	426,758.76	14,199.25	1,430.75	439,527.26	274.01	439,801.27
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	690,828.12	0.00	40,852.00	649,976.12	10,064.00	660,040.12
2219	WIRELESS 911 GOVERNMENT ASSIST	314,715.96	36,308.53	11,589.16	339,435.33	0.00	339,435.33
2220	CP INDIGENT DRVR INTRLK/MONITG	6,814.83	112.64	0.00	6,927.47	0.00	6,927.47
2221	CC/MC INDIGENT DRIVER INTERLOC	107,454.20	1,156.09	0.00	108,610.29	0.00	108,610.29
2222	JUV INDIGENT DRIVER INTERLOCK	1,839.60	55.27	0.00	1,894.87	0.00	1,894.87
2223	PROBATE/JUVENILE SPECIAL PROJ	258,402.05	1,988.11	2,013.00	258,377.16	0.00	258,377.16
2224	COMMON PLEAS SPECIAL PROJECTS	235,060.23	3,406.00	43,871.99	194,594.24	500.00	195,094.24
2227	PROBATION SUPERVISION 2951.021	646,601.20	22,199.64	2,000.00	666,800.84	0.00	666,800.84
2228	MENTAL HEALTH GRANT	88,784.69	8,130.00	0.00	96,914.69	0.00	96,914.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,322,446.54	43,668.21	94,688.03	2,271,426.72	94,688.03	2,366,114.75
2231	CO LODGING ADD'L 1%	40,258.73	32,829.17	40,258.73	32,829.17	0.00	32,829.17
2232	COUNTY LODGINGS TAX (FKA 7731)	120,775.87	98,487.29	120,775.87	98,487.29	0.00	98,487.29
2233	DOMESTIC SHELTER	23,344.00	2,175.00	20,290.00	5,229.00	0.00	5,229.00

Financial Statement for 2021 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2237	REAL ESTATE ASSESSMENT	5,618,459.64	1,800.00	90,256.50	5,530,003.14	47,475.86	5,577,479.00
2238	WORKFORCE INVESTMENT BOARD	113,214.22	161,282.15	142,806.01	131,690.36	5,900.00	137,590.36
2243	JUVENILE GRANTS	337,193.65	0.00	5,930.36	331,263.29	0.00	331,263.29
2245	CRIME VICTIM GRANT FUND	13,309.69	4,011.70	5,871.60	11,449.79	0.00	11,449.79
2246	JUVENILE INDIGENT DRIVER ALCOH	23,703.22	30.00	0.00	23,733.22	0.00	23,733.22
2247	FELONY DELINQUENT CARE/CUSTODY	749,462.07	0.00	62,393.03	687,069.04	1,750.44	688,819.48
2248	TAX CERTIFICATE ADMIN FUND	30,741.86	0.00	1,538.00	29,203.86	0.00	29,203.86
2249	DTAC-DELINQ TAX & ASSESS COLLE	565,466.55	300.00	13,995.75	551,770.80	0.00	551,770.80
2250	CERT OF TITLE ADMIN FUND	4,373,568.10	170,137.49	99,774.52	4,443,931.07	472.47	4,444,403.54
2251	COAP GRANT - OPIOD ABUSE PROG	398,483.84	0.00	10,186.16	388,297.68	0.00	388,297.68
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	43,491.76	23,949.00	19,133.37	48,307.39	119.40	48,426.79
2255	MUNICIPAL VICTIM WITNESS FUND	98,437.89	30,000.00	6,292.19	122,145.70	0.00	122,145.70
2256	WARREN COUNTY SOLID WASTE DIST	1,185,122.25	1,002.40	10,756.13	1,175,368.52	119.97	1,175,488.49
2257	OHIO PEACE OFFICER TRAINING	83,007.00	0.00	0.00	83,007.00	0.00	83,007.00
2258	WORKFORCE INVESTMENT ACT FUND	59,181.00	52,753.45	37,820.06	74,114.39	13,000.00	87,114.39
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	77,047.75	77,047.75	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	619,601.03	29,825.25	22,462.50	626,963.78	150.00	627,113.78
2263	CHILD SUPPORT ENFORCEMENT	724,645.94	411,476.87	249,088.44	887,034.37	547.62	887,581.99
2264	EMERGENCY MANAGEMENT AGENCY	216,656.97	0.00	17,198.37	199,458.60	574.53	200,033.13
2265	COMMUNITY DEVELOPMENT	609,773.79	30,429.00	20,302.43	619,900.36	25.00	619,925.36
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	25,000.00	0.00	8,717.00	16,283.00	0.00	16,283.00
2268	INDIGENT GUARDIANSHIP FUND	222,897.18	1,385.00	0.00	224,282.18	0.00	224,282.18

Financial Statement for 2021 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2269	INDIGENT DRIVER ALCOHOL TREATM	620,641.91	4,346.02	0.00	624,987.93	0.00	624,987.93
2270	JUVENILE TREATMENT CENTER	504,485.53	22,696.89	100,343.42	426,839.00	24,536.03	451,375.03
2271	DTAC-PROSECUTOR ORC 321.261	136,844.42	0.00	13,985.00	122,859.42	0.00	122,859.42
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	9,350,729.24	397,172.74	529,684.84	9,218,217.14	249,685.87	9,467,903.01
2274	COUNTY COURT COMPUTR 1907.261A	64,807.02	1,033.00	0.00	65,840.02	0.00	65,840.02
2275	COUNTY CRT CLK COMP 1907.261B	9,215.59	2,618.00	0.00	11,833.59	0.00	11,833.59
2276	PROBATE COMPUTER 2101.162	85,522.76	405.00	0.00	85,927.76	0.00	85,927.76
2277	PROBATE CLERK COMPUTR 2101.162	230,069.01	1,350.00	0.00	231,419.01	0.00	231,419.01
2278	JUVENILE CLK COMPUTR 2151.541	19,728.54	781.37	0.00	20,509.91	0.00	20,509.91
2279	JUVENILE COMPUTER 2151.541	39,353.82	233.90	0.00	39,587.72	0.00	39,587.72
2280	COMMON PLEAS COMPUTER 2303.201	53,436.74	1,560.00	0.00	54,996.74	0.00	54,996.74
2281	DOMESTIC REL COMPUTER 2301.031	12,064.88	135.00	811.65	11,388.23	486.99	11,875.22
2282	CLERK COURTS COMPUTER 2303.201	227,788.81	5,503.00	0.00	233,291.81	0.00	233,291.81
2283	COUNTY CT SPEC PROJ 1907.24B1	1,799,367.11	17,022.86	3,919.80	1,812,470.17	3,919.80	1,816,389.97
2284	COGNITIVE INTERVENTION PROGRAM	348,359.28	12,257.99	1,648.10	358,969.17	1,566.80	360,535.97
2285	CONCEALED HANDGUN LICENSE	777,848.24	8,035.00	5,164.32	780,718.92	185.98	780,904.90
2286	SHERIFF-DRUG LAW ENFORCEMENT	14,084.78	50.00	383.76	13,751.02	1,511.64	15,262.66
2287	SHERIFF-LAW ENFORCEMENT TRUST	132,932.90	0.00	2,299.88	130,633.02	758.63	131,391.65
2288	COMM BASED CORRECTIONS DONATIO	8,064.95	0.00	205.72	7,859.23	0.00	7,859.23
2289	COMMUNITY BASED CORRECTIONS	369,918.69	27,939.20	102,573.31	295,284.58	300.00	295,584.58
2290	HAZ MAT EMERG PLAN SPEC FUND	3.84	0.00	0.00	3.84	0.00	3.84
2291	SHERIFF-D.A.R.E. PROGRAM	1,163.53	0.00	0.00	1,163.53	0.00	1,163.53
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	70,546.00	0.00	6,136.00	64,410.00	6,136.00	70,546.00
2294	SHERIFF DARE LAW ENFORC GRANT	8,986.61	0.00	0.00	8,986.61	0.00	8,986.61
2295	TACTICAL RESPONSE UNIT	20,808.45	0.00	3,179.95	17,628.50	3,179.95	20,808.45

Financial Statement for 2021 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	119,785.43	652.00	0.00	120,437.43	0.00	120,437.43
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,367,001.51	41,678.50	8,112.27	1,400,567.74	0.00	1,400,567.74
3327	BOND RETIREMENT SPECIAL ASSMT	104,547.72	0.00	0.00	104,547.72	0.00	104,547.72
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	885,399.78	0.00	0.00	885,399.78	0.00	885,399.78
3393	RID BOND GREENS OF BUNNEL	2,845,850.00	0.00	0.00	2,845,850.00	0.00	2,845,850.00
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	11,044.12	20,000.00	0.00	31,044.12	0.00	31,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	78,420.48	7,170.07	13,788.59	71,801.96	0.00	71,801.96
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	66,409.39	0.00	0.00	66,409.39	0.00	66,409.39
4438	NB COLUMBIA/3C RIGHT TURN LN	18,796.69	0.00	0.00	18,796.69	0.00	18,796.69
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	14,500,000.00	0.00	0.00	14,500,000.00	0.00	14,500,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	27,210.30	527,566.00	21,115.87	533,660.43	11,642.64	545,303.07
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	7,523,317.00	0.00	0.00	7,523,317.00	0.00	7,523,317.00
4479	AIRPORT CONSTRUCTION	950,788.61	0.00	0.00	950,788.61	0.00	950,788.61
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,049,671.63	0.00	0.00	1,049,671.63	0.00	1,049,671.63
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,795,969.05	0.00	24,305.42	3,771,663.63	20,111.92	3,791,775.55
4493	REDEVELOPMENT TAX EQUIV FUND	522,769.79	0.00	73,786.58	448,983.21	73,786.58	522,769.79
4494	COURTS BUILDING	1,972,158.28	0.00	17,236.70	1,954,921.58	17,236.70	1,972,158.28
4495	JAIL CONSTRUCTION SALES TAX	30,367,281.76	963,437.12	1,280,716.09	30,050,002.79	0.00	30,050,002.79
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	287,507.59	0.00	0.00	287,507.59	0.00	287,507.59
5510	WATER REVENUE	36,620,886.59	1,583,097.98	750,725.43	37,453,259.14	60,935.04	37,514,194.18
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,500,661.22	0.00	240,198.86	1,260,462.36	243,647.21	1,504,109.57
5580	SEWER REVENUE	29,755,445.14	1,309,739.26	742,813.21	30,322,371.19	349,249.54	30,671,620.73
5581	SEWER IMPROV-WC VOCATIONAL SCH	233,181.09	0.00	0.00	233,181.09	0.00	233,181.09
5583	WATER CONST PROJECTS	2,857,954.55	0.00	1,324,684.64	1,533,269.91	41,841.64	1,575,111.55
5590	STORM WATER TIER 1	113,247.22	0.00	1,423.00	111,824.22	920.00	112,744.22
6619	VEHICLE MAINTENANCE ROTARY	231,811.07	34,074.46	43,628.78	222,256.75	8,913.28	231,170.03
6630	SHERIFF'S POLICING REVOLV FUND	1,426,408.59	0.00	722,367.59	704,041.00	0.00	704,041.00
6631	COMMUNICATIONS ROTARY	289,175.06	5,676.49	10,328.61	284,522.94	1,129.79	285,652.73
6632	HEALTH INSURANCE	3,145,063.57	882,622.95	724,003.17	3,303,683.35	93,338.06	3,397,021.41
6636	WORKERS COMP SELF INSURANCE	1,321,825.46	6,982.60	62,133.39	1,266,674.67	12,495.74	1,279,170.41
6637	PROPERTY & CASUALTY INSURANCE	333,249.28	0.00	0.00	333,249.28	0.00	333,249.28

Financial Statement for 2021 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6650	GASOLINE ROTARY	235,776.07	45,314.45	28,747.69	252,342.83	0.00	252,342.83
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	2,261,854.33	2,261,854.33	0.00	0.00	0.00
7709	CORPORATION FUND	4,456.23	3,791,381.30	3,792,970.59	2,866.94	4,456.23	7,323.17
7713	WATER-SEWER ROTARY FUND	476,594.73	3,292,856.25	3,420,638.21	348,812.77	103,308.74	452,121.51
7714	PAYROLL ROTARY	396,669.92	4,030,213.43	4,223,806.27	203,077.08	739,069.50	942,146.58
7715	NON PARTICIPANT ROTARY	23,610.16	430.80	22,110.16	1,930.80	0.00	1,930.80
7716	SCHOOL	0.00	56,420,000.00	56,420,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	24,655,775.67	178,072,993.21	61,962,102.81	140,766,666.07	3,914.84	140,770,580.91
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	11,299.02	21,236.09	0.00	32,535.11	0.00	32,535.11
7720	LOCAL GOVERNMENT FUND	0.00	427,549.22	427,549.22	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	96,000.00	96,000.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	194.92	164.71	0.00	359.63	0.00	359.63
7723	GASOLINE TAX	0.00	502,138.11	502,138.11	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	132,518.13	0.00	0.00	132,518.13	0.00	132,518.13
7725	UNDIVIDED WIRELESS 911 GOV ASS	8,447.92	72,617.07	44,756.45	36,308.54	0.00	36,308.54
7726	MOTOR VEHICLE LICENSE TAX	0.00	881,079.11	881,079.11	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	14,622.96	164,061.41	577.18	178,107.19	5,873.04	183,980.23
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.01	0.00	0.00	0.01	0.00	0.01
7734	REAL ESTATE ADVANCE PAYMENT	0.00	13,119.31	0.00	13,119.31	0.00	13,119.31
7740	TRAILER TAX	628.01	0.00	628.01	0.00	0.00	0.00
7741	LIFE INSURANCE	18,542.17	10,573.50	9,826.13	19,289.54	0.00	19,289.54
7742	LIBRARIES	0.00	490,470.98	490,470.98	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7745	STATE	1,951.00	2,216.88	1,951.00	2,216.88	1,951.00	4,167.88
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	944.44	0.00	0.00	944.44	0.00	944.44
7751	UNDIVIDED INTEREST	808,621.34	577,587.57	432,268.24	953,940.67	0.00	953,940.67
7754	OHIO ELECTIONS COMMISSION FUND	0.00	20.00	20.00	0.00	20.00	20.00
7756	SEWER ROTARY	358,892.76	81,888.50	272,631.00	168,150.26	108,176.93	276,327.19
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	99,239.25	99,239.25	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	24,017.28	931.00	0.00	24,948.28	0.00	24,948.28
7766	ESCROW ROTARY	619,870.83	113,489.00	60,600.80	672,759.03	60,600.80	733,359.83
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	0.00	0.00	0.00	0.00	0.00	0.00
7769	BANKRUPTCY POST PETITION CONDU	4,675.81	2,073.95	0.00	6,749.76	0.00	6,749.76
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	220.00	0.00	0.00	220.00	0.00	220.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	14,409.50	12,789.00	8,547.00	18,651.50	8,547.00	27,198.50
7776	UNDIVIDED EVIDENCE SHERIFF	109,132.50	0.00	0.00	109,132.50	95.00	109,227.50
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	705,073.61	535,700.00	574,700.00	666,073.61	466,713.87	1,132,787.48
7779	UNDIVIDED DRUG TASK FORCE SEIZ	97,980.33	0.00	0.00	97,980.33	0.00	97,980.33
7781	REFUNDABLE DEPOSITS	429,464.16	14,666.08	14,937.29	429,192.95	7,287.35	436,480.30
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	177,745.89	146,853.60	0.00	324,599.49	0.00	324,599.49
7795	UNDIVIDED INDIGENT FEES	0.00	2,745.50	2,745.50	0.00	549.10	549.10
7796	MUNICIPAL ORD VIOLATION INDIGE	8,454.61	1,363.60	1,450.00	8,368.21	0.00	8,368.21
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	5,693.53	5,693.53	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	712,950.74	0.00	0.00	712,950.74	0.00	712,950.74
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,851,872.86	199,145.24	488,467.19	7,562,550.91	19,170.43	7,581,721.34
9912	FOOD SERVICE	164,559.97	135,146.00	112.00	299,593.97	128.51	299,722.48
9915	PLUMBING BOND-HEALTH DEPT.	19,000.00	0.00	3,000.00	16,000.00	2,000.00	18,000.00
9916	STATE REGULATED SEWAGE PROGRAM	232,965.06	16,119.00	2,500.00	246,584.06	60.00	246,644.06
9925	SOIL & WATER CONSERVATION DIST	923,251.10	42,576.02	59,482.41	906,344.71	6,383.94	912,728.65
9928	REGIONAL PLANNING	308,170.60	44,916.58	33,771.46	319,315.72	675.75	319,991.47
9938	WARREN COUNTY PARK DISTRICT	671,313.73	102,978.54	73,240.00	701,052.27	9,150.66	710,202.93
9944	ARMCO PARK	297,516.04	1,403.90	43,483.24	255,436.70	8,273.92	263,710.62
9953	WATER SYSTEM FUND	37,598.13	2,487.15	503.57	39,581.71	45.00	39,626.71
9954	MENTAL HEALTH RECOVERY BOARD	12,149,385.10	387,787.91	839,578.29	11,697,594.72	305,085.06	12,002,679.78
9961	HEALTH GRANT FUND	967,225.32	154,648.01	42,798.08	1,079,075.25	0.00	1,079,075.25
9963	CAMPGROUNDS	4,198.20	0.00	0.00	4,198.20	0.00	4,198.20
9976	HEALTH - SWIMMING POOL FUND	129,201.74	0.00	0.00	129,201.74	0.00	129,201.74
9977	DRUG TASK FORCE COG	641,116.04	317,055.25	6,508.91	951,662.38	971.33	952,633.71
9996	WC FIRE RESPONSE LIFE SAFETY	27,118.36	0.00	27,118.36	0.00	27,118.36	27,118.36
Total		365,986,905.30	267,752,341.57	158,817,535.57	474,921,711.30	4,613,467.71	479,535,179.01

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for February, 2021 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 21-0336

Adopted Date March 09, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR HUDSON HILLS, SECTION 3, BLOCK "B", SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

RELEASE

Bond Number	:	19-017 (W/S)
Development	:	Hudson Hills, Section 3, Block "B",
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$15,091.37
Surety Company	:	Capitol Indemnity Corporation (ERL1900403)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Capitol Indemnity Corporation, PO Box 5900, Madison WI 53705
Water/Sewer (file)
Bond Agreement file

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

Resolution

Number 21-0337

Adopted Date March 09, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/2/21 and 3/4/21 as attached hereto and made a part hereof.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 21-0338

Adopted Date March 09, 2021

APPROVE BOND RELEASE FOR AM GROUP HOLDINGS, LLC FOR COMPLETION OF IMPROVEMENTS IN STONE VALLEY MEADOWS SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Stone Valley Meadows
Developer	:	AM Group Holdings, LLC
Township	:	Franklin
Amount	:	\$7,476.40
Surety Company	:	Old Republic Surety Company (PCN3437219)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

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

Resolution

Number 21-0339

Adopted Date March 09, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC TO INSTALL CERTAIN WATER AND/OR SANITARY SEWER IMPROVEMENTS IN RENAISSANCE II, SECTION 13 SITUATED IN THE CITY OF MIDDLETOWN

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

Bond Number	:	21-006 (W/S)
Development	:	Renaissance II, Section 13
Developer	:	Grand Communities, LLC
Municipality	:	Middletown
Amount	:	\$6,090.95
Surety Company	:	RLI Insurance Company (Bond No. CMS0341687)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities LLC, Attn: Randy Acklin, 3940 Olympic Blvd, Suite 400, Erlanger, KY 41018
RLI Insurance Company, 9025 N. Lindbergh Dr., Peoria, IL 61615
Water/Sewer (file)
Bond Agreement File

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-006(w/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 RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Renaissance II Subdivision, Section/Phase Section 13 (3) (hereinafter the "Subdivision") situated in City of Middletown, 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 \$60,909.50, 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 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 \$6,090.95 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

Randy Acklin, Construction Manager

3940 Olympic Boulevard, Suite 400

Erlanger, KY 41018

Ph. (859) _____ 344 _____ 3131

D. To the Surety:

RLI Insurance Company

9025 N. Lindbergh Dr.

Peoria, IL 61615

Ph. (800) 645 - 2402

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).

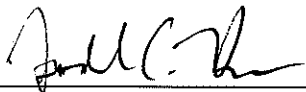
15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution 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: Todd E. Huss

TITLE: President

DATE: 2/23/21

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: TIFFANY GOBICH

TITLE: ATTORNEY-IN-FACT

DATE: 2-23-21

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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 21-0339, dated 3/9/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David Young

TITLE: President

DATE: 3/9/21

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By:  Asst Pres.
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. CMS0341687

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 9025 N. Lindbergh Drive, Peoria, IL 61615, 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 Six Thousand Ninety and 95/100 Dollars, (\$ 6090.95), 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 22nd day of January, 2021.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main in Renaissance II Section 13 Subdivision

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 22nd day of January, 2021, 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 9025 N. Lindbergh Drive, Peoria, IL 61615 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: Judd C. [Signature]

Its: President

RLI Insurance Company

Surety

By: Tiffany Gobich [Signature]

Tiffany Gobich

Its: Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Tiffany Gobich, Julie L. Cline, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 7th day of July, 2020.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President



State of Illinois }
County of Peoria } SS

CERTIFICATE

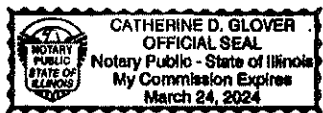
On this 7th day of July, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 22nd day of January, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



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

Resolution

Number 21-0340

Adopted Date March 09, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR MT. PLEASANT BLACKTOPPING CO., INC. FOR THE WOODLANDS AT MORROW, PHASE 3A SITUATED IN THE VILLAGE OF MORROW

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security agreement release:

RELEASE

Bond Number	:	19-007 (W/S)
Development	:	The Woodlands at Morrow, Phase 3A
Developer	:	Mt. Pleasant Blacktopping Co., Inc.
Location	:	Village of Morrow
Amount	:	\$9,845.47
Surety Company	:	Philadelphia Indemnity Insurance Co. (PB00242500017)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Mt. Pleasant Blacktopping, 3199 Production Dr., Fairfield, OH 45014
Philadelphia Indemnity Ins. Co, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Water/Sewer (file)
Bond Agreement file

Resolution

Number 21-0341

Adopted Date March 09, 2021

ENTER INTO A NEW STREETS AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH TIMBERWIND, LLC FOR TARA ESTATES NO. 4, PHASE 2 SITUATED IN FRANKLIN TOWNSHIP, REPLACING THE CURRENT STREET AND APPURTENANCES SECURITY AGREEMENT #20-007(P/S)

WHEREAS, with Resolution #20-0260 adopted February 18, 2020, this Board entered into a security agreement with developer Timberwind, LLC, for the installation and maintenance of certain improvements for Tara Estates No. 4, Phase 2 in the amount of \$85,890.91; and

WHEREAS, Timberwind, LLC desires to replace their existing Letter of Credit Surety with a Cash Bond Surety in the same amount; and

WHEREAS, the Warren County Engineer's Office recommends entering into a new security agreement; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following streets and appurtenances security agreement:

ENTER NEW SECURITY AGREEMENT

Bond Number	:	21-008 (P/S)
Development	:	Tara Estates No. 4, Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$85,890.91
Surety Company	:	Civista Bank (Cashier's Check #1520575)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Timberwind, LLC, 1650 W. Pekin Road, Lebanon, OH 45036
OMB – S. Spencer
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

21-008 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Timberwind LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in TARA Estates Subdivision, Section/Phase No 4/2 (3) (hereinafter the "Subdivision") situated in FRANKLIN (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 \$429,454.57, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$60,092.56; 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 \$85,890.91 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 3 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 85,890.91 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:

Timberwind LLC
1650 W. PEKIN Rd
Lebanon, Ohio 45036

Ph. (937) 602-7902

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 # 1520575**)
- 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: James Luers
 PRINTED NAME: JAMES LUERS
 TITLE: Member Timberwind LLC
 DATE: 3/4/21

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 21-0341, dated 3/9/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

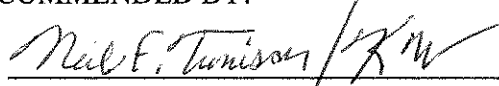
SIGNATURE: _____ 

PRINTED NAME: David Young

TITLE: President

DATE: 3/9/21

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



1520575

Cashier's Check

Sandusky, Ohio 44870

REMITTER: TIMBERWIND LLC
1566 W PEKIN RD
COMMENT: TARA ESTATES BOND

Date: 3/04/21
Branch: 0343

\$85,890.91

PAY EXACTLY **85,890 AND 91/100 DOLLARS
TO THE ORDER OF

WARREN COUNTY BOARD OF COMMISSIONERS

Jessica J. Mahell

⑈0001520575⑈ ⑆041201635⑆ 089025⑈

4

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

Resolution

Number 21-0342

Adopted Date March 09, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TIMBERWIND, LLC DUE TO A REPLACEMENT BOND BEING EXECUTED BY TIMBERWIND LLC, FOR TARA ESTATES NO. 4, PHASE 2, SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to release the following bond for streets and appurtenances agreement which will be replaced by Bond #21-008 (P/S):

BOND AND SECURITY AGREEMENT RELEASE

Bond Number	:	20-007 (P/S)
Development	:	Tara Estates No. 4, Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$85,890.91
Surety Company	:	Civista Bank (10039213)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Timberwind, LLC, 1650 W. Pekin Road, Lebanon, OH 45036
Civista Bank, P.O. Box 5016, Sandusky, OH 44871
Engineer (file)
Bond Agreement file

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

Resolution

Number 21-0343

Adopted Date March 09, 2021

ENTER INTO A NEW STREETS AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH TIMBERWIND, LLC FOR TARA ESTATES NO. 3, PHASE 2 SITUATED IN FRANKLIN TOWNSHIP, REPLACING THE CURRENT STREET AND APPURTENANCES SECURITY AGREEMENT #18-013(P/S)

WHEREAS, with Resolution #18-1308 adopted August 21, 2018, this Board entered into a security agreement with developer Timberwind, LLC, for the installation and maintenance of certain improvements for Tara Estates No. 3, Phase 2 in the amount of \$132,887.82; and

WHEREAS, with Resolution #20-1763 adopted December 8, 2020, this Board reduced the bond amount with developer Timberwind, LLC, to the maintenance amount of \$95,224.91 for the maintenance of certain improvements; and

WHEREAS, Timberwind, LLC desires to replace their existing Letter of Credit Surety with a Cash Bond Surety in the same amount of \$95,224.91; and

WHEREAS, the Warren County Engineer's Office recommends entering into a new security agreement; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following streets and appurtenances security agreement:

ENTER NEW SECURITY AGREEMENT

Bond Number	:	21-007 (P/S)
Development	:	Tara Estates No. 3, Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$95,224.91
Surety Company	:	Civista Bank (Cashier's Check #1520577)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Timberwind, LLC, 1650 W. Pekin Road, Lebanon, OH 45036
OMB – S. Spencer
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

21-007 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Timberwind LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in TARA Estates Subdivision, ~~Section/Phase~~ No 3/2 (3) (hereinafter the "Subdivision") situated in FRANKLIN (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 \$ 476,124.57, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$ 162,221.40; 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 \$ 132,887.82 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 3 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 \$ 95,224.91 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:

Timberwind LLC
1650 W. PeKin Rd
Lebanon Ohio 45036
Ph. (937) 602 - 7902

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 # 1520577**)
- _____ **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: James Luers

PRINTED NAME: JAMES LUERS

TITLE: Member

DATE: 2/25/2021

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: _____

PRINTED NAME: _____

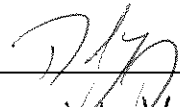
TITLE: _____

DATE: _____

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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 21-0340, dated 3/9/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

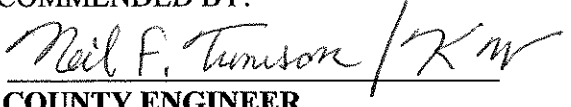
SIGNATURE: _____ 

PRINTED NAME: David Young

TITLE: President

DATE: 3/9/21

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



1520577

Cashier's Check

Sandusky, Ohio 44870

REMITTER: TIMBERWIND LLC
1566 W PEKIN RD
COMMENT: TARA ESTATES BOND

Date: 3/04/21
Branch: 0343

\$95,224.91

PAY EXACTLY **95,224 AND 91/100 DOLLARS
TO THE ORDER OF

WARREN COUNTY BOARD OF COMMISSIONERS

Jessica J. Mahli

⑈0001520577⑈ ⑈041201635⑈ 089025⑈

4

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

Resolution

Number 21-0344

Adopted Date March 09, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TIMBERWIND, LLC DUE TO A REPLACEMENT BOND BEING EXECUTED BY TIMBERWIND LLC, FOR TARA ESTATES NO. 3, PHASE 2, SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to release the following bond for streets and appurtenances agreement which is replaced by Bond #21-007 (P/S):

BOND AND SECURITY AGREEMENT RELEASE

Bond Number	:	18-013 (P/S)
Development	:	Tara Estates No. 3, Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$95,224.91
Surety Company	:	Civista Bank (LOC 10035668)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Timberwind, LLC, 1650 W. Pekin Road, Lebanon, OH 45036
Civista Bank, P.O. Box 5016, Sandusky, OH 44871
Engineer (file)
Bond Agreement file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0345

Adopted Date March 09, 2021

ACCEPT AN AMENDED CERTIFICATE DECREASE AND APPROVE AN APPROPRIATION ADJUSTMENT AND AN APPROPRIATION DECREASE WITHIN THE (REDEVELOPMENT TAX EQUIVALENT FUND (BUNNELL HILL) FUND 4493

WHEREAS, an amended certificate decrease, an appropriation decrease and an appropriation adjustment are necessary for fund 4493; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate decrease in the amount of \$844,000; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment;

\$20,000	from	44933908-5320	(Capital Purchases)
	into	44933908-5910	(Other Expense)

NOW THEREFORE BE IT FURTHER RESOLVED, to approve the following appropriation decrease;

\$172,766.21	from	44933908-5320	(Capital Purchases)
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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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Appropriation Decrease file
Appropriation Adj. file
Engineer (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

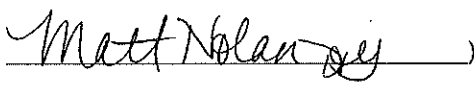
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, March 3, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, 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 - Capital Projects	Jan. 1st, 2021	Taxes	Other Sources	Total
Redevelopment Tax Equiv Fund	\$507,233.79		\$1,620,000.00	\$2,127,233.79
Fund 4493				
TOTAL	\$507,233.79	\$0.00	\$1,620,000.00	\$2,127,233.79


 _____)
 _____)
 _____) Budget
 _____) Commission

AMEND 21 04
 Fund 4493 Total -(844,000.00)
 4493 40120 (47,500.00)
 4493 40130 (11,000.00)
 4493 40140 (5,500.00)
 4493 40150 (400,000.00)
 4493 44515 (380,000.00)

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

Resolution

Number 21-0346

Adopted Date March 09, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO OHIOMEANSJOBS FUND #2254
AND #2258

BE IT RESOLVED, to approve the following supplemental appropriations:

\$5,000 into #22545800-5317 (Non-Capital Purchases)

\$5,000 into #22585800-5317 (Non-Capital Purchases)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Supplemental App. file
OhioMeansJobs (file)

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

Resolution

Number 21-0347

Adopted Date March 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,000.00 from #11011220-5820 (Health/Life Insurance)
 into #11011220-5911 (Non Taxable Meal Fringe)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

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

Resolution

Number 21-0348

Adopted Date March 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$39,994.81 from #11012300-5321 (Data Bd Appr. – Cap. BOCC)
into #11012300-5318 (Data Bd. Appr. – Non-Cap)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Building/Zoning (file)

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

Resolution

Number 21-0349

Adopted Date March 09, 2021

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND
2204

BE IT RESOLVED, to approve the following appropriation adjustment:

\$41,000.00	from	22045310-5910	(Other Expenses)
	into	22045310-5321	(Data Bd. Appr. – Cap. BOCC)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. list
Human Services (file)

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

Resolution

Number 21-0350

Adopted Date March 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00 from #22735100-5210 (Materials & Supplies)
 into #22735100-5317 (Non Capital Purchases)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor ✓
Appropriation Adj. file
Children Services (file)

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

Resolution

Number 21-0351

Adopted Date March 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN HEALTH INS FUND #66320100

BE IT RESOLVED, to approve the following appropriation adjustment:

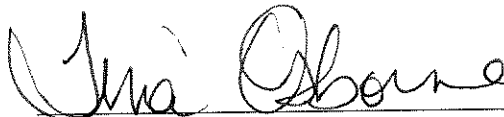
\$ 562.00 from #66320100-5210 (Health Ins – Material & Supplies)
 into #66320100-5317 (Health Ins – Non-Capital Purchase)

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

Resolution

Number 21-0352

Adopted Date March 09, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

REQUISITIONS

Department	Vendor Name	Description	Amount
SHE	MATRIX POINTE SOFTWARE LLC	INVESTIGATOR CASE MANAGEMENT SYSTEM	\$ 15,650.00
ENG	DDK CONSTRUCTION INC	UNION RD BRIDGE REHAB PROJECT	\$ 484,882.05
SHE	CELLEBRITE USA INC	ACCESS RENEWAL	\$ 1,946.26
WAT	MOODYS OF DAYTON INC	2021 WELL REDEVELOPMENT PROJECT	\$ 290,000.00
WAT	MILLENNIUM BUSINESS SYSTEMS	COPIER MAINTENANCE	\$ 2,000.00
WAT	STRUCTURED SOLUTIONS LLC	KINGS MILLS OUTBACK SEWER REHABILITATION	\$ 106,320.50
FAC	ANIXTER INC	SPEAKERS NEW JAIL AND SHERIFF'S OFFICE	\$ 830.00
ENG	DUKE ENERGY	LUMP SUM CHG FOR LIGHTING @ LYTLE5/BUNNELL HILL	\$ 32,925.88
ENG	BRUMBAUGH CONSTRUCTION INC	SPRINGBORO RD BRIDGE REHABILITATION PROJECT	\$ 257,764.00
OMJ	MODULA INC	WIOA ON-THE-JOB TRAINING REMIBURSEMENT	\$ 12,000.00
TEL	CINCINNATI BELL TELEPHONE	INSTALLATION FOR CABLE @ NEW COUNTY JAIL	\$ 1,978.58

3/9/2021 APPROVED:



Tiffany Zindel, County Administrator

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

Resolution

Number 21-0353

Adopted Date March 09, 2021

**APPOINT LOU SCHNORR TO THE COMMUNITY CORRECTIONS CENTER FACILITY
GOVERNING BOARD**

BE IT RESOLVED, to appoint Lou Schnorr, 172 Fieldstone Way, Lebanon, Ohio 45036, to the Community Corrections Center Facility Governing Board; said term to expire March 2, 2024.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointment file
Appointee
Tiffany Thomas (Talbert House)
L. Lander

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

Resolution

Number 21-0354

Adopted Date March 09, 2021

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF SPEEDWAY SUPERAMERICA LLC IN FRANKLIN TOWNSHIP

WHEREAS, this Board met this 9th day of March 2021, to consider the Request for Variance and Appeal of Conditions Required for an Access Permit filed by Brad Gross on behalf of Speedway SuperAmerica LLC, owner of record, for access to 6562 Manchester Road (Parcel #07051770010, and a portion of Parcel # 07051010041) in Franklin Township; and

WHEREAS, this Board is in receipt of a request to continue said hearing; and

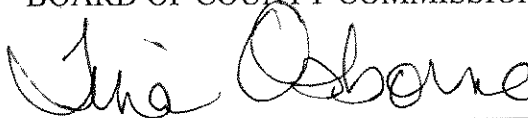
NOW THEREFORE BE IT RESOLVED, to continue the administration hearing to March 16, 2021, at 9:15 a.m. both virtually and in person in the Commissioners' Meeting Room, 406, Justice Drive, Lebanon, Ohio 45036.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Engineer (file)
Public Hearing file
Applicant – Brad Gross, 600 Speedway Drive, Enon, OH 45323
Franklin Township Trustees

Resolution

Number 21-0355

Adopted Date March 09, 2021

RESCIND RESOLUTIONS 20-0462, 20-0503 AND 20-0652 RELATING TO GOVERNMENTAL MEETINGS

WHEREAS, on March 17, 2020, this Board adopted Resolution No. 20-0462 in order to comply with the Executive Orders and Public Health Orders in effect at that time including the Stay at Home Order; and,

WHEREAS, on March 24, 2020, this Board adopted Resolution No. 20-0503 (thereby amending Resolution 20-0462) in order to comply with the Executive Orders and Public Health Orders in effect at that time, including the Amended Stay at Home Order; and,

WHEREAS, on May 5, 2020, this Board adopted Resolution No. 20-0652 (thereby amending Resolution 20-0503), in order to comply with the Executive Orders and Public Health Orders in effect at that time, including the Responsible Restart Ohio Plan; and,

WHEREAS, the aforementioned resolutions limited the number of persons permitted to be physically present for a public meeting, hearing or quasi-judicial proceeding to be held in a meeting or conference room in the Warren County Administration Building or any other County owned or operated buildings or facilities, with certain exceptions; and,

WHEREAS, by virtue of the *First Amended Revised Order to Limit and/or Prohibit Mass Gatherings in the State of Ohio, with Exceptions*, paragraph 5 provides that the limitation on public and private gatherings to ten (10) people is not longer applicable to governmental meetings, including meetings that are required to be open to the public pursuant to R.C. 121.22.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

1) To rescind Resolutions 20-0462, 20-0503 and 20-0652 relating to the limitation on the number of people permitted to be physically present for a public meeting, hearing or quasi-judicial proceeding to be held in a meeting or conference room in the Warren County Administration Building or any other County owned or operated buildings or facilities meetings, unless otherwise excluded therein.

2) All other public and private gatherings of greater than 10 people to be held in a meeting or conference room in the Warren County Administration Building or any other County owned or operated buildings or facilities are prohibited in accordance with the First Amended Revised Order to Limit and/or Prohibit Mass Gatherings in the State of Ohio, dated March 2, 2021.

3) All action taken relating to and this Resolution is an administrative act by the Board.

4) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.

5) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

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 9th day of March 2021.

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: Zoning Dept.
Prosecutor's Office
Elected Officials
Department Heads
Policy file

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

Resolution

Number 21-0356

Adopted Date March 09, 2021

APPROVE A PAY INCREASE FOR SAMUEL LEMASTER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Samuel LeMaster, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed four (4) years of service as an Emergency Communications Operator on March 11, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Samuel LeMaster's pay increase to \$26.63 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning March 11, 2021.

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

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)
S. LeMaster's Personnel File
OMB-Sue Spencer