

Resolution

Number 18-1742

Adopted Date November 13, 2018

APPROVE THE TRANSFER OF CANDY MASSIE TO THE POSITION OF CASHIER RECEPTIONIST WITHIN THE BUILDING AND ZONING DEPARTMENT, FROM UNIT SUPPORT WORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Massie interviewed for the Cashier Receptionist position within the Building and Zoning Department; and

WHEREAS, the Director of the Building and Zoning Department has requested that Candy Massie be transferred to the department, effective December 3, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve the transfer Candy Massie from Unit Support Worker II within Warren County Department of Job and Family Services, Human Services Division to Cashier Receptionist within the Building and Zoning Department, Pay Range #12, \$14.56 per hour, effective December 3, 2018, subject to a 365 day probationary period; and

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR:

cc: Building/Zoning (file)
Human Services (file)
C. Massie's Personnel File
OMB-Sue Spencer
Tammy Whitaker
Job Class 1257

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1743

Adopted Date November 13, 2018

HIRE WYATT ALLEN AS WATER DISTRIBUTION WORKER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT


BE IT RESOLVED, to hire Wyatt Allen, as Water Distribution Worker I, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$14.81 per hour, under the Department of Water and Sewer Compensation Plan, effective November 19, 2018, subject to a negative background check, drug screen and 365-day probationary period.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: W. Allen's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Job Class 2014

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1744

Adopted Date November 13, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JESSICA JOHNSON
WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Jessica Johnson; and

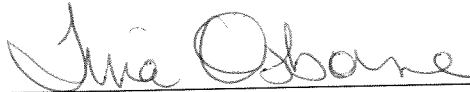
NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Jessica Johnson not to exceed twelve (12) weeks; pending further documentation from Ms. Johnson's physician.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
J. Johnson's FMLA file
OMB- Sue Spencer

Resolution

Number 18-1745

Adopted Date November 13, 2018

AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE CHANGE ORDER #1 WITH HGC CONSTRUCTION RELATIVE TO THE WARREN COUNTY PROBATE/JUVENILE COURT ADDITION AND RENOVATION PROJECT

WHEREAS, pursuant to Resolution #18-1294, adopted August 14, 2018 this Board entered into contract with HGC Construction relative to the Warren County Probate/Juvenile Court Addition and Renovation Project; and

WHEREAS, the original scope of the project was for preconstruction and design builders fee the remaining fees and Guaranteed Maximum Price were to be agreed upon as the project progressed; and

WHEREAS, the Guaranteed Maximum Price has been agreed upon and an addendum to the contract is necessary;

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator, to execute change order #1 with HGC Construction, in the amount of \$3,752,820 resulting in an increase to purchase order #24784 and a new contract price of \$4,313,390; change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Probate/Juvenile Ct (file)
Commissioners file
c/a—HGC Construction
OMB



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 001	Change Order Effective Date: 11/6/2018 (date when executed by both parties)
Project: Warren County Probate Juvenile Court Expansion	Design-Builder's Project No: 118017
	Date of Agreement: 8/6/2018
Owner: Warren County Board of Commissioners	Design-Builder: HGC Construction

Scope of the Change: Modify the contract as follows:

Paragraph 6.2.1 change the fee amount to \$273,122.00.

Incorporate the attached GMP Exhibits as follows:

- GMP Exhibit "B" - Labor Rates
- GMP Exhibit "C" - Assumptions and Clarifications
- GMP Exhibit "D" - Allowances
- GMP Exhibit "E" - Enumeration of Contract / List of Subcontractors
- GMP Exhibit "F" - Drawings List
- GMP Exhibit "G" - Specifications List
- GMP Exhibit "H" - Construction Schedule

Original Contract Price:	\$	<u>350,000.00</u>	
Net Change by Previous Change Order No(s):	\$	<u>0</u>	to:
This Change Order Increase/Decrease (attach breakdown):	\$	<u>3,963,390.00</u>	
New Contract Price:	\$		<u>4,313.390.00</u>

Original Contract Completion Date: November 5 20 19

Adjustments by Change Order No(s) to: 0 (calendar days)

This Change Order Contract Time Increase/Decrease: 0 (calendar days)

Revised Substantial Completion Date: November 5 20 19

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

<p>OWNER: Warren County Board of Commissioners</p> <p>By: <u>Tiffany Zindel</u></p> <p>Printed Name: <u>Tiffany Zindel</u></p> <p>Title: <u>County Administrator</u></p> <p>Date: <u>11-13-18</u></p>	<p>DESIGN-BUILDER: HGC Construction</p> <p>By: <u>Adam Kuehne</u></p> <p>Printed Name: <u>Adam Kuehne</u></p> <p>Title: <u>VP Operations</u></p> <p>Date: <u>November 8, 2018</u></p>
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<p>OWNER:</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>DESIGN-BUILDER:</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>OWNER:</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>DESIGN-BUILDER:</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice
Asst. Prosecuting Attorney



Personnel Billing Rate Schedule

Reg. Hourly Rates

HGC

\$	104.00	Project Executive
\$	100.00	Preconstruction Manager
\$	104.00	Estimator
\$	93.00	Senior Project Manager
\$	77.00	Project Manager
\$	62.00	Project Engineer
\$	74.00	Safety
\$	56.00	Accounting
\$	55.00	Project Coordinator
\$	35.00	Assistant Project Engineer (Co-Op)
\$	79.00	Superintendent
\$	67.00	Foreman
\$	53.00	Lead Carpenter
\$	49.00	Carpenter
\$	43.00	Laborer

Elevar

\$	158.00	Principal Engineer (P.E.)
\$	140.00	Senior Project Engineer (P.E.)
\$	125.00	Project Engineer II (P.E.)
\$	115.00	Project Engineer I (P.E.)
\$	100.00	Engineer II
\$	90.00	Engineer I
\$	86.00	Structural Designer



Assumptions and Clarifications:

1. The general conditions are lump sum amount of \$289,736 and will be billed at \$89,736 for the month of December 2018 and then at \$20,000 per month for the next 10 months. This is based on 11 month billable schedule.
2. General Liability Premium is lump sum amount of \$13,200 and will be billed from General Requirements cost code on the first month.
3. Construction Fee is lump sum amount of \$273,122 and will be billed proportional to the cost of the work.
4. Performance and Payment bond is included.
5. Builders risk insurance is not included and will be carried by Warren County.
6. Tax is not included, Tax exempt certifications shall be filled out on State form and given to HGC prior to issuing subcontracts.
7. Prevailing wage rates are included.
8. Hazardous material abatement, cleanup, encapsulation, etc... is not included in the Work. Warren County shall be notified upon discovery or possibility of hazardous material as we get further into demolition and construction. Construction will cease until the material is classified or cleaned up.
9. Testing and Inspections has been included in HGC's scope of work per Warren County's request. Includes: Concrete, rebar, soil, structural steel, etc.
10. The following items if required are to be supplied and paid for by Warren County.
 - Providing any special protective bonds for current site and/or adjacent public or private property.
 - All sewer and tap fees, capacity charges and production charges are assumed to NOT be needed and therefore excluded from our price.
 - Temporary plumbing, electric, and heating is included as necessary. All utility consumption is paid for by the owner
11. General Protection/Safety is included per OSHA regulations and HGC policy.
12. Any temporary costs associated with a temporary main entrance and clerk area renovation during the changes to the main entrance are not included in the price.
13. The renovation work is assumed to be started at substantial completion of the new addition and complete three months later. See schedule.
14. We have not included "Mission Critical" design in the base bid.
15. Construction contingency on the project is included for \$140,780. This work is for HGC use only and cannot be used for owner extras. This is for unforeseen design issues and/or items required to give you a Certificate of Occupancy, except as noted below in document. Contingency is setup for 100% of savings to be given back to the owner.
16. Sound Reinforcement has been excluded, other than empty conduit pathways only where indicated.
17. Bullet resistant glass has been excluded.
18. CTV cameras and equipment has been excluded, other than empty conduit pathways only where indicated.
19. Television monitors have been excluded, other than empty conduit pathways only where indicated.
20. Bid includes addendum #1 and #2.
21. Specification section 273123 Telephone has been excluded, as section 016400 Owner Furnished Products states phone system by owner.
22. GMP includes limited costs to construct during winter months, not previously considered.



23. Toilet accessories furnished by owner and installed by HGC: paper towel, soap, hand sanitizer, toilet paper. All others furnished and installed by HGC.
24. Includes Besam automatic door operators in lieu of Dorma.
25. Privacy fencing was suggested during zoning review, but is not a code requirement. We do not have any costs for fencing in the GMP, but drawings showing fence have been re-submitted to the City of Lebanon to satisfy the zoning department.
26. The Guaranteed Maximum Price includes only the following bid alternates:
 - The cost to carry the special inspections, as requested by Warren County. \$6,200 ADD
 - Extend flooring in lobby renovation area into octagon waiting area. \$6,800 ADD
 - Upgrade the Security light fixtures in holding cells to more secure types. \$900 ADD
 - Remove the cost to install furniture as requested by Warren County. \$7,500 DEDUCT
 - Remove the cost to remove and re-install existing compact filing system. \$6,100 DEDUCT
 - Change roofing type from PVC to TPO. \$10,700 DEDUCT
 - Use flat panel type light fixture rather than trougher type. \$6,800 DEDUCT
 - Use MC cable instead of EMT conduit for power and lighting branch circuiting. Data and Fire Alarm to remain hard pipe in wall only. \$22,800 DEDUCT
 - Change conduit size from 2" to 1" to floor boxes in the renovation Clerks area. \$2,000 DEDUCT
 - Delete bullet resistant wall protection in both courtrooms. \$12,500 DEDUCT

General Requirements:

1. HGC has included CAT tax within our proposal, as required by state of Ohio and will be billed as a part of the Construction Fee.
2. Dumpsters / Trash Supplies are included.
3. General Cleaning is included.
4. Tools and Supplies are included.
5. Temporary Signage and barricades as required are included.
6. Temporary Toilets are included.
7. Temporary Fencing is included.
8. Final cleaning is included.

Division 05

055213 – Pipe and Tube Railing has been omitted, not used.

Division 07

075419 – PVC Roofing has been omitted. HGC will be providing a TPO roof.

Division 08

087113 – Automatic Door Operators includes Besam in lieu of Dorma.

Division 27

273123 – Telephone has been excluded, as section 016400 Owner Furnished Products states phone system by owner.



1. Appliances: HGC has included an allowance of \$2,500 within the GMP to cover the furnishing and installation of appliances for the break room.
2. Demo Storefront: HGC has included an allowance of \$10,200 within the GMP to cover the demolition of the storefront at the main entry and the installation of a temporary barricade.
3. Drywall and Paint Repairs: HGC has included an allowance of \$6,000 within the GMP to cover drywall patching and painting of dings and nicks.
4. Floor Prep: HGC has included an allowance of \$5,000 within the GMP to cover floor preparation that is more than minor.

All allowances are included in the Guaranteed Maximum Price. All cost savings will be issued back to the owner at full cost of the savings and all cost overages will be requested from the owner according to contract article 6.4.5.



**WARREN COUNTY Probate Juvenile Court Expansion-
GMP Exhibit E**

11/6/2018

GUARANTEED MAXIMUM PRICE

	Current GMP Bid Amount	Proposed SubContractor
General Requirements	150,391	
Final Clean	5,800	Innovative
Demo	76,104	Green City
Concrete	154,500.00	Scott Ranz
Masonry	80,091	SSRG
Metals	174,840	Fields Welding
Rough Carpentry	95,334	HGC
Finish Carpentry	134,862	Art
Roofing	174,849.00	Kerkan
Sprayfoam	2,650.00	SprayKraft
Waterproofing	16,110	Jaco Waterproofing
Doors, Frames and Hardware	64,500	Kelley
Aluminum Glass and Glazing	122,500	Timrek
Metal Wall Panels	120,000	TBD
Mtl Std Framing and Drywall	450,120	Valcom
Flooring	120,600	Axis
Painting	26,500	Tristate
Toilet Partitions	9,100	SSC
Toilet Accessories	21,868	SSC
Signage	11,337	ASI Signage
Fire Extinguishers	1,025	SSC
Operable Partition	17,362	Valcom
Window Blinds	1,274	Barry Farmer
Fire Protection	39,500	Preferred F.P.
Plumbing	216,000	Nelson Stark
HVAC	418,500	Arctic Heating
Electrical	420,500	B&J Electrical
Earthwork and Utilities	101,535	Selhorst
Line Striping	2,000	Zebra Line Striping
Sub Total Direct Cost	3,229,752	
Personel & General Conditions	289,736	
Contingency 4.00%	140,780	
Const. Phase Design Services LS	30,000	
Precon Services LS	350,000	
FEE 6.76%	273,122	
TOTAL GMP	4,313,390	





Exhibit E

November 9, 2018

Tiffany M. Zindel
Warren County Administrator
406 Justice Drive
Lebanon, Ohio 45063
(Sent via e-mail this date)

RE: Warren County Probate and Juvenile Courts Expansion
Change Order No. 1 Review
[K2M Design Project No. 17236]

Tiffany,

We have reviewed the draft of Change Order No. 1 that has been prepared by HGC Construction for the above referenced project, and have the following comments:

1. General Conditions and General Requirements
 - a. The GMP Price Summary – Exhibit E (Page 7 of 19 of CO#1) includes two similar categories:

i. "General Requirements"	\$150,391
ii. "General Conditions"	\$289,736
 - b. It would be appropriate to request further breakdown of these two categories to better understand the costs associated with each category and confirm there is no duplication of costs between the two categories.
2. Allowances
 - a. The GMP Price Summary – Exhibit E includes a Design-Builder's Contingency of \$140,780.
 - b. GMP Exhibit D – Allowances includes seven (7) allowances totaling \$150,391, and includes the provision that any overages in these allowances will be the responsibility of the Owner per Article 6.4.5 of the Agreement.
 - c. It appears to us that all Allowance items are substantially in control of the Design-Builder, and therefore we would recommend that unless any allowance overage is strictly the result of an Owner directive, that the first remedy for any allowance overage would be through the Design-Builder's Contingency.
3. Exhibit C - Assumptions and Clarifications
 - a. Item 4: Performance and Payment Bond. Draft document states bonds are excluded. We understand that this has been corrected, and Exhibit C has been amended to indicate they are included.
 - b. Item 6: Tax. We believe this item is about Ohio Sales Tax, and recommend the language be made more specific, particularly in light of the CAT discussions at the Board of Commissioners meeting on November 6, 2018

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS

HGC Construction Response to clarification questions from Dan Rawlins, K2M

In response to K2M Change Order Review, we offer the following:

1. The breakdown on the General Conditions and General Requirements is as follows:

General Requirements	\$150,391	
Building permit		5,300
Geo-tech inspections GMP Alternate		6,200
Other Furniture Install GMP Alternate?		(7,500)
Survey		6,000
Temporary road / parking / gravel		12,000
Temporary Toilets		4,125
Temporary Fencing		5,500
Signs		1,000
Safety / GSF		3,000
Small equipment		2,200
Small tools		5,500
Dumpsters		28,050
General cleaning		23,716
Site / Street Cleaning		13,200
Final cleanup / polish		0
Trash chute , dump carts, supplies, etc.		1,000
Bonds		27,900
GL Insurance		13,200
		<hr/>
		150,391
General Conditions	\$289,736	
Cell phone - per man		1,100
Project Management System		2,200
Internet Hookup		1,100
Technology		2,200
Courier costs (UPS. Stamps, etc.)		550
Bottled Water		440
Job Trailer		2,090
Freight In and Out		2,000
Office set up		1,000
Office furniture / supplies		1,000
Project Executive		4,576
Project Manager I & II		54,208
Project Engineer I & II		30,008
Safety		19,536

Accounting & Project Coordinator
Superintendent II

14,784
152,944

289,736

2. **Allowances:** Our intent was to list the things that are still undecided, but we are willing to shorten the list by omitting 3 items that are substantially in our control. (Steel Lintels in Masonry package, Metal Wall Panels, and Landscaping). For these, we will remedy any overages from Design-Builder's contingency. However, there are still a few items that are relatively undefined, that we would like to remain as allowances until such time that they can be quantified. (Appliances, Demo Storefront, Drywall and Paint Repairs, and Floor Prep). A revised GMP Exhibit D is attached with these changes.
3. **Assumptions and Clarifications:**
 - a. Item 4, Performance and Payment Bond is indeed included, and Exhibit C has been revised to reflect such.
 - b. Item 6 refers to Sales Tax only. CAT tax is part of HGC's fee.
 - c. Item 12 Temporary Main Entrance clarification: Our allowance cost would include the demolition of the existing storefront system at the appropriate time, construction of temporary barricades on the interior and exterior (fencing may be required), temporary signage, and anything else needed to keep the public safe and separated from construction activities. What we would exclude, and rely on Warren County to be responsible for would include moving the metal detection station (and its associated power/data), entry/exit separation, etc. For example, Warren County may elect to use wands to scan people rather than the walk thru detectors. Once the addition is complete, we can collaboratively determine the best course of action for the temporary entrance for the duration of the renovation.
 - d. General Requirements note 1: CAT tax is a part of HGC's fee amount of 6.76%. Notes 3 and 8 are meant to show that the GMP includes the costs to keep the jobsite clean and safe throughout construction with general cleaning, and to turn the project over at final completion in a clean and polished, like new condition. We have final cleaning costs carried only once, in the final cleaning bid package as indicated in GMP Exhibit E.



General	G000	TITLE SHEET	10/29/2018	Addendum 2
General	G001	GENERAL NOTES	10/11/2018	Bid Set 10/11
General	G002	CODE DATA	10/11/2018	Bid Set 10/11
General	G003	LIFE SAFETY	10/19/2018	Addendum 1
Civil	C100	DEMOLITION/EXISTING SITE	10/11/2018	Bid Set 10/11
Civil	C101	SITE PLAN	10/26/2018	Addendum 1
Civil	C102	EROSION CONTROL/GRADING/ STORM SEWER PLAN	10/26/2018	Addendum 1
Civil	C103	DETENTION/ EROSION CONTROL/ GRADING PLAN	10/11/2018	Bid Set 10/11
Civil	C104	IMPERVIOUS SURFACE CALCULATION/ SURVEY INFORMATION	10/11/2018	Bid Set 10/11
Civil	CIVIL	CIVIL SITEPLAN	10/11/2018	Bid Set 10/11
Architectural	A101	MAIN FLOOR PLAN	10/26/2018	Addendum 1
Architectural	A151	ENLARGED COURT ROOMS	10/11/2018	Bid Set 10/11
Architectural	A152	COURT ROOM CASEWORK SECTION DETAILS	10/26/2018	Addendum 1
Architectural	A191	ENLARGED RESTROOM PLANS & DETAILS	10/26/2018	Addendum 1
Architectural	A201	EXTERIOR ELEVATIONS	10/26/2018	Addendum 1
Architectural	A301	BUILDING SECTIONS	10/11/2018	Bid Set 10/11
Architectural	A311	WALL SECTIONS	10/11/2018	Bid Set 10/11
Architectural	A312	WALL SECTIONS	10/26/2018	Addendum 1
Architectural	A401	MAIN FLOOR REFLECTED CEILING PLAN	10/26/2018	Addendum 1
Architectural	A501	DETAILS	10/26/2018	Addendum 1
Architectural	A502	DETAILS	10/26/2018	Addendum 1
Architectural	A510	PLAN DETAILS	10/26/2018	Addendum 1
Architectural	A600	DOOR SCHEDULE & DETAILS	10/26/2018	Addendum 1
Architectural	A700	WALL/ROOF TYPES	10/26/2018	Addendum 1
Architectural	A801	ROOF PLAN	10/26/2018	Addendum 1
Architectural	A810	ROOF DETAILS	10/11/2018	Bid Set 10/11
Architectural	A811	ROOF DETAILS	10/11/2018	Bid Set 10/11
Architectural	A5101	ARCHITECTURAL SITE PLAN	10/26/2018	Addendum 1
Architectural	AD101	MAIN FLOOR DEMOLITION PLAN	10/26/2018	Addendum 1
Architectural	AD401	MAIN FLOOR REFLECTED CEILING PLAN DEMOLITION	10/11/2018	Bid Set 10/11
Architectural	AS101	ARCHITECTURAL SITE PLAN	10/11/2018	Bid Set 10/11



Interiors	F101	MAIN FLOOR FINISH & SIGNAGE PLAN	10/26/2018	Addendum 1
Interiors	F102	ROOM FINISH SCHEDULE AND DETAILS	10/26/2018	Addendum 1
Interiors	F103	SIGNAGE SCHEDULES AND DETAILS	10/26/2018	Addendum 1
Interiors	F201	INTERIOR ELEVATIONS	10/11/2018	Bid Set 10/11
Interiors	F202	INTERIOR ELEVATIONS - COURTROOMS	10/11/2018	Bid Set 10/11
Interiors	F203	INTERIOR ELEVATIONS	10/26/2018	Addendum 1
Interiors	F301	MAIN FLOOR EQUIPMENT PLAN	10/26/2018	Addendum 1
Structural	S001	STRUCTURAL GENERAL NOTES	10/26/2018	Addendum 1
Structural	S110	FOUNDATION PLAN	10/26/2018	Addendum 1
Structural	S120	ROOF FRAMING PLAN	10/29/2018	Addendum 2
Structural	S310	FOUNDATION SECTIONS	10/11/2018	Bid Set 10/11
Structural	S320	ROOF FRAMING SECTIONS	10/26/2018	Addendum 1
Structural	S321	ROOF FRAMING SECTIONS	10/11/2018	Bid Set 10/11
Fire Protection	FA101	FIRE ALARM PLAN	10/26/2018	Addendum 1
Fire Protection	FP101	FIRE SUPPRESSION FLOOR PLAN	10/26/2018	Addendum 1
Fire Protection	FP102	FIRE SUPPRESSION FLOOR PLAN	10/26/2018	Addendum 1
Fire Protection	FPD101	FIRE SUPPRESSION DEMO PLAN	10/11/2018	Bid Set 10/11
Plumbing	P101	UNDERGROUND PLUMBING PLAN	10/26/2018	Addendum 1
Plumbing	P102	PLUMBING FLOOR PLAN	10/26/2018	Addendum 1
Plumbing	P201	PLUMBING SCHEDULES AND DETAILS	10/26/2018	Addendum 1
Plumbing	PD101	PLUMBING UNDERGROUND DEMO PLAN	10/11/2018	Bid Set 10/11
Plumbing	PD102	PLUMBING DEMOLITION PLAN	10/11/2018	Bid Set 10/11
Mechanical	M101	HVAC DUCTWORK FLOOR PLAN	10/11/2018	Bid Set 10/11
Mechanical	M201	HVAC PIPING FLOOR PLAN	10/11/2018	Bid Set 10/11
Mechanical	M202	HVAC ROOF PLAN	10/11/2018	Bid Set 10/11
Mechanical	M301	HVAC DETAILS	10/11/2018	Bid Set 10/11
Mechanical	M401	HVAC LEGEND & PIPING DIAGRAMS	10/11/2018	Bid Set 10/11
Mechanical	M501	HVAC EQUIPMENT SCHEDULES	10/11/2018	Bid Set 10/11
Mechanical	M601	HVAC VENTILATION SCHEDULES	10/11/2018	Bid Set 10/11
Mechanical	M602	HVAC VENTILATION SCHEDULES	10/11/2018	Bid Set 10/11
Mechanical	MD101	HVAC DUCTWORK FLOOR PLAN DEMOLITION	10/11/2018	Bid Set 10/11
Mechanical	MD201	HVAC PIPING FLOOR PLAN DEMOLITION	10/11/2018	Bid Set 10/11



Electrical	E001	ELECTRICAL LEGEND	10/26/2018	Addendum 1
Electrical	E301	EXISTING SINGLE LINE DIAGRAM	10/29/2018	Addendum 2
Electrical	E302	NEW EQUIPMENT SINGLE LINE DIAGRAM	10/11/2018	Bid Set 10/11
Electrical	E401	ELECTRICAL PANEL SCHEDULES	10/26/2018	Addendum 1
Electrical	ED101	ELECTRICAL DEMOLITION PLAN	10/11/2018	Bid Set 10/11
Electrical	EL101	ELECTRICAL LIGHTING FLOOR PLAN	10/26/2018	Addendum 1
Electrical	EL300	ELECTRICAL LIGHTING DIAGRAMS	10/11/2018	Bid Set 10/11
Electrical	EP101	ELECTRICAL POWER PLAN	10/26/2018	Addendum 1
Electrical	EP102	HVAC EQUIPMENT POWER PLAN	10/11/2018	Bid Set 10/11
Electrical	EP103	ELECTRICAL POWER ROOF PLAN	10/11/2018	Bid Set 10/11
Electrical	EP104	ELECTRICAL ROOMS FLOOR PLAN	10/11/2018	Bid Set 10/11
Electrical	EP105	EXISTING FIBEROPTIC PLAN	10/11/2018	Bid Set 10/11
Electrical	ET101	ELECTRICAL TECHNOLOGY PLAN	10/26/2018	Addendum 1
Electrical	ET102	ELECTRICAL TECHNOLOGY DETAILS	10/26/2018	Addendum 1

GMP Exhibit G - Specifications List



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- 000003 Table of Contents

DIVISION 00 - PROCUREMENT AND CONTRACTING

- 002300 Definitions
- 003116 Project Budget Information
- 003119 Existing Condition Information
- 003121 Site Survey Information
- 003132 Geotechnical Data
- 005253.01 Sample Form of Agreement
- 005253.01 Sample Insurance Exhibit
- 006200 Summary of Project Administration Forms
- 007253 General and Supplementary Conditions
- 007253.01 Sample General Conditions
- 007343 Wage Rates

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- 011800 Project Utility Sources
- 012100 Allowances and Incentives
- 012300 Alternates
- 012900 Payment Procedures
- 013200 Project Process Documentation
- 013300 Submittal Procedures
- 015000 Temporary Facilities and Controls
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- 016400 Owner Furnished Products
- 017000 Execution and Closeout Requirements
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DIVISION 03 - CONCRETE

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052100 Steel Joist Framing
053100 Steel Decking
054000 Cold-Formed Metal Framing (CFMF)
055000 Metal Fabrications
~~005213 Pipe and Tube Railings~~
057300 Decrotive Metal Railings

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072726 Fluid-Applied Membrane Air Barriers
074213.13 Formed Metal Wall Panels
074213.23 Metal Composite Material Wall Panels
~~075419 PVC Roofing~~
075423 Thermoplastic-Polyolefin (TPO) Roofing
076200 Sheet Metal Flashing and Trim
077100 Roof Specialties
077200 Roof Accessories
078413 Penetration Firestopping
079200 Joint Sealants

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081416 Flush Wood Doors
083113 Access Doors and Frames
084113 Aluminum-framed Entrances and Store Fronts
086223 Tubular Skylights
087100 Door Hardware
087113 Automatic Door Operators
088000 Glazing

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092900	Gypsum Board
093013	Ceramic Tiling
095113	Acoustical Panel Ceilings
096513	Resilient Base and Accessories
096519	Resilient Tile Flooring
096813	Tile Carpeting
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101416	Plaques
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101423	Panel Signage
102113	Toilet Compartments
102239	Folding Panel Partitions
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102800	Toilet Accessories
102813.63	Detention Toilet Accessories
104413.00	Fire Protection Cabinets
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210500	Common Work Results for Fire Suppression
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210523	General Duty Valves for Fire Suppression
210553	Identification for Fire Suppression Piping and Equipment
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211430	Fire Suppression Specialties

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220500	Common Work Results For Plumbing
220517	Sleeves and Sleeve Seals
220523	General Duty Valves For Plumbing Piping
220529	Hangers And Supports For Plumbing Piping And Equipment
220553	Identification For Plumbing Piping And Equipment

220700	Pipe Insulation
221116	Domestic Water Piping
221123	Natural Gas Piping
221316	Sanitary Waste And Vent System
221423	Storm Piping
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224000	Plumbing Fixtures

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230000	General HVAC
230500	Common Work Results for HVAC
230513	Common Motor Requirements for HVAC Systems
230515	General Piping Requirements
230523	General Duty Valves for HVAC Piping
230529	Hangers and Supports for HVAC Piping and Equipment
230553	Identification for HVAC Piping and Equipment
230593	Testing, Adjusting and Balancing for HVAC
230700	Pipe Insulation
230702	Duct Insulation
230900	Instrumentation and Control For HVAC
230993	HVAC Sequence of Operations
232113	Hydronic Piping
232300	Refrigerant Piping
233113	Metal Ducts
233300	Air Duct Accessories
233423	HVAC Fans
233713	Diffusers, Register and Grilles
237433	Dedicated Outdoor Air Units
238166	Variable Refrigerant Systems
238238	Cabinet Unit Heaters
238239	Electrical Heaters

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260510	Apparatus Coordination, Inspection, and Testing
260512	Electrical Powered Equipment
260519	Wires and Cables
260526	Grounding and Bonding
260529	Supporting Devices
260533	Raceway and Boxes
260534	Junction and Pull Boxes
260535	Raceway Fittings
260553	Electric Identification

260923	Lighting Control Devices
260943	Exterior Wireless Network Lighting Controls
262200	Low-Voltage Transformer
262416	Switchboards and Panelboards
262726	Wiring Devices
262730	Taps, Splices, and Terminations
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262816	Enclosed Switches
262913	Motor Starters
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270500	Basic Requirements
270525	Firestopping
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270536	Cable Tray
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270801	Communication Systems Cable Testing
271100	Communications Equipment Room Fittings
271313	Communications Copper Backbone Cabling
271323	Communications Fiber Backbone
273123	Telephone

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283100	Fire Detection and Alarm

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312000	Earth Moving
312319	Dewatering

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321313	Concrete Paving
321700	Paving Specialties
329200	Turf and Grasses
329300	Exterior Plants



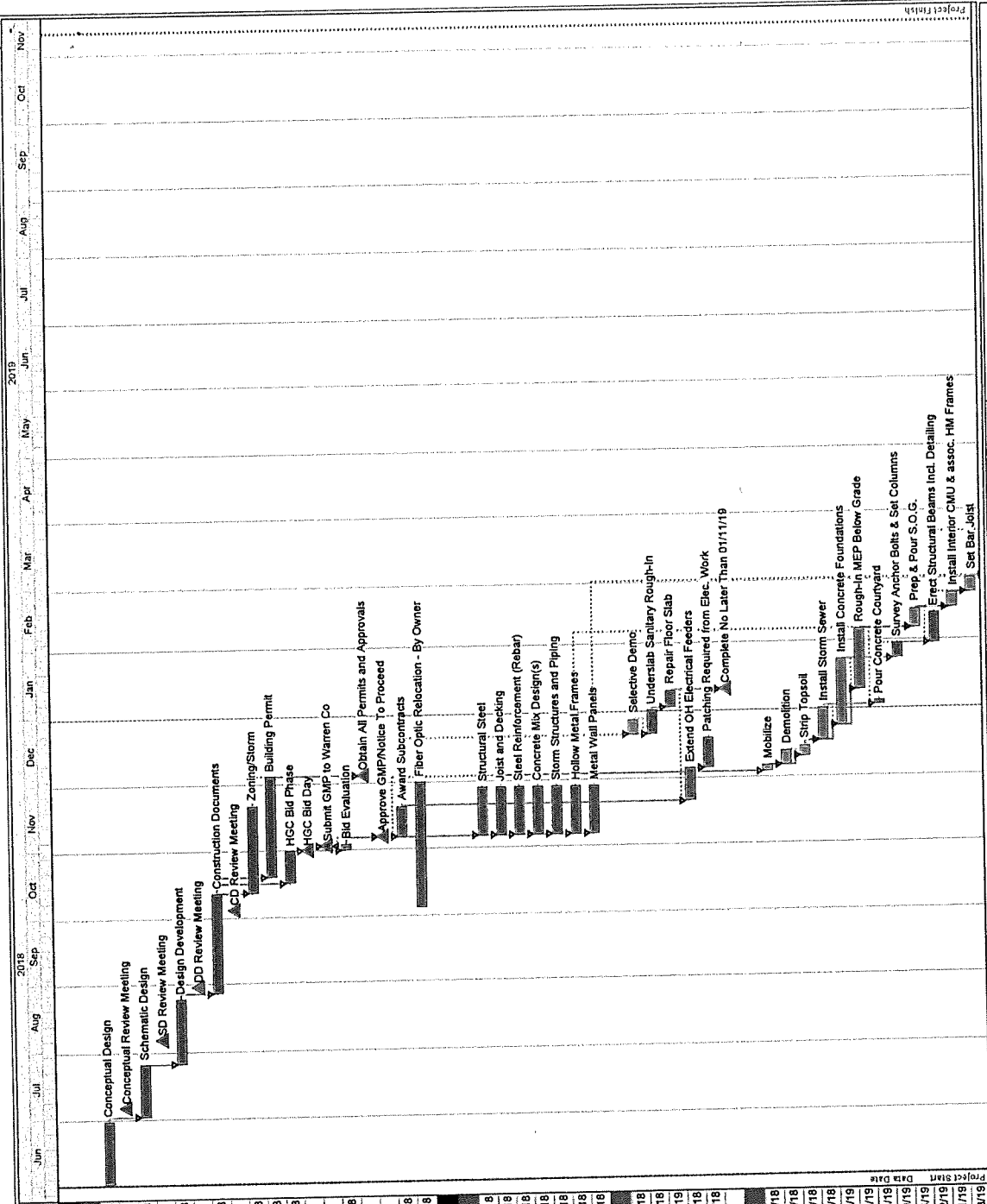
GMP SCHEDULE MILESTONES

Building Addition / New Construction


- Approve GMP 11/06/18
- Award Sub-Contracts 11/06/18 – 11/19/18
- Fiber Optics Relocation By Owner 10/04/18 – 12/03/18
- Quick-Ship Shop Drawings 11/06/18 – 11/28/18
- Early Phase Utility Extensions 12/21/18 – 01/11/19
- Mobilization 12/03/18
- Ground Breaking Ceremony 12/04/18
- Construction Phase 12/03/19 – 08/12/19
- Building Dried-In 05/13/19
- Controlled Air 05/17/19
- Achieve Substantial Completion 08/12/19
- Owner A/V Equipment/ Furniture Move-In 08/19/19 – 08/30/19
- Achieve Final Completion 09/30/19

Existing Building Remodel / Renovation


- Mobilization 08/13/19
- Construction Phase 08/13/19 – 10/31/19
- Closeout Phase 10/14/19 – 11/01/19
- Achieve Substantial Completion 11/05/19
- Demobilization / Site Cleaning 11/04/19 – 11/08/19
- Achieve Final Completion 11/11/19
- Warranty Period 11/11/19 – 12/11/20



ID	Description	Original Duration	Start	Finish
Design and Precon Phase				
Pre-Construction				
10	Conceptual Design	21	05/01/18	06/29/18
20	Conceptual Review Meeting	0	07/06/18	
30	Schematic Design	18	07/02/18	07/25/18
40	SD Review Meeting	0	08/06/18	
50	Design Development	22	07/26/18	08/24/18
60	DD Review Meeting	0	08/30/18	
70	Construction Documents	34	08/27/18	10/11/18
80	CD Review Meeting	0	10/04/18	
90	Zoning/Storm	28	10/12/18	11/20/18
100	Building Permit	31	10/19/18	12/03/18
110	HGC Bid Phase	11	10/16/18	10/30/18
120	HGC Bid Day	0	10/31/18	
125	Submit GMP to Warren Co	0	11/02/18	
130	Bid Evaluation	3	10/31/18	11/02/18
135	Obtain All Permits and Approvals	0	12/04/18	
140	Approve GMP/Notice To Proceed	0	11/06/18	
150	Award Subcontracts	10	11/06/18	11/19/18
160	Fiber Optic Relocation - By Owner	41	10/04/18	11/30/18
Construction Phase				
Quick Ship Shop Drawings				
192	Structural Steel	15	11/05/18	11/27/18
193	Joist and Decking	15	11/06/18	11/27/18
194	Steel Reinforcement (Rebar)	15	11/06/18	11/27/18
196	Concrete Mix Design(s)	15	11/06/18	11/27/18
199	Storm Structures and Piping	15	11/06/18	11/27/18
210	Hollow Metal Frames	15	11/06/18	11/27/18
215	Metal Wall Panels	15	11/06/18	11/27/18
Early Phase Utility Extensions				
187	Selective Demo	4	12/21/18	12/27/18
188	Underlab Sanitary Rough-In	6	12/21/18	12/31/18
189	Repair Floor Slab	6	01/02/19	01/09/19
195	Extend OH Electrical Feeders	10	11/20/18	12/04/18
197	Patching Required from Elec. Work	10	12/05/18	12/18/18
198	Complete No Later Than 01/11/19	0	01/11/19	
New Building Addition				
170	Mobilize	3	12/03/18	12/05/18
180	Demolition	5	12/06/18	12/12/18
190	Strip Topsoil	5	12/10/18	12/14/18
200	Install Storm Sewer	10	12/17/18	12/31/18
220	Install Concrete Foundations	20	12/24/18	01/22/19
230	Rough-In MEP Below Grade	20	01/09/19	02/05/19
232	Pour Concrete Courtyard	2	01/02/19	01/03/19
235	Survey Anchor Bolts & Set Columns	5	01/23/19	01/29/19
240	Prep & Pour S.O.G.	7	02/06/19	02/14/19
250	Erect Structural Beams Incl. Detailing	10	01/30/19	02/12/19
255	Install Interior CMU & assoc. HM Frames	5	02/15/19	02/21/19
257	Set Bar Joist	5	02/22/19	02/28/19



WARREN COUNTY



HGC CONSTRUCTION

Items incidental to each task shown are to be incorporated into this schedule. This schedule is based on working days and acknowledges the following days as nationally observed holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Start Date: 06/01/18
Finish Date: 11/10/19

Warren County Juvenile Court Expansion Bid Schedule - Page 1A

**OFFICES OF WARREN COUNTY, OHIO
PURCHASE CHANGE ORDER - REQUISITION - CERTIFICATE**

ORIGINAL ORDER NO. 24784 ACCT #: 499-3725-320

ORIGINAL ORDER DATE 8-14-18

Vendor Name HGC Construction
 Street 2814 Stanton Ave
 City, State, Zip Code Cincinnati, Ohio 45206

Auditor's Use Only

CHANGE ORDER NUMBER: 1

Original Purchase Order Amount:	\$ 560,570
Net change by previously authorized Change Orders:	\$
The Purchase Order Amount prior to this Change Order was:	\$ 560,570
The Purchase Order Amount will be <u>increased</u> (decreased) by this Change Order:	\$ 3752,820
The new Purchase Order Amount including this Change Order will be:	\$ 4,313,390

DESCRIPTION OF CHANGE (or attached BOGC Change Order Form)
Increase for GMP (Guaranteed Maximum Price) Probate / Gov. Ct. Addition / Renovation Project

OFFICE OR DEPARTMENT Commissioners Office SIGNATURE & TITLE [Signature]

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)
 It is hereby certified that the amount \$ _____) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized for such purpose and is in the County Treasury or in the process of collection to the credit line of _____
 Fund free from any obligation or certification now outstanding.

County Commissioners
 (If Applicable)
[Signature]
 Date Approved 11-13-18
 Rec. Res. of action. # 18-1745

Date Posted _____ 20_____
 By _____ Deputy MATT NOLAN, AUDITOR

This order not valid unless County Auditor's Certificate is signed.

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION, OR TERMINATION OF CONTRACT / OBLIGATION.

ID	Description	Original Duration	Start	Finish
387	Plaques	3	07/24/19	07/26/19
388	Wall & Door Protection	3	07/24/19	07/26/19
395	Fire Extinguishers/ Cabinets	3	07/24/19	07/26/19
398	Final Cleaning	3	08/02/19	08/08/19
399	Commissioning	2	08/07/19	08/08/19
402	Receive Final Building Inspection	0	08/09/19	
403	Achieve Substantial Completion	0	08/09/19	
404	Owner Furniture and AV Equipment	10	08/16/19	08/29/19
405	Owner Training	2	08/09/19	08/12/19
408	Perform Punchlist Insp. & Correct Deficiencies	15	08/08/19	08/23/19
412	Achieve Final Completion	0	08/30/19	
Existing Building Renovation				
320	Construct Barricade(s)	2	08/12/19	08/13/19
330	Selective Demo, incl. Sidewalk	6	08/12/19	08/19/19
332	Canopy Foundations	5	08/20/19	08/26/19
341	Erect Canopy Structure	5	08/30/19	09/06/19
347	Prep & Pour Slab On Grade	2	09/09/19	09/10/19
360	Install Roofing incl. Roof Drains & Coping	5	09/11/19	09/17/19
362	Install Exterior Framing and Sheathing	3	09/18/19	09/20/19
363	Install Metal Wall Panels	3	09/23/19	09/25/19
364	Install Storefront and Temp. Enclosures	3	09/23/19	09/25/19
390	Demo Exist. Storefront	1	09/26/19	09/26/19
400	Remove Exist. & Install New Windows Type W2	2	09/09/19	09/10/19
410	OH MEP/FP Rough-In incl. Insulation	8	08/15/19	08/26/19
411	Interior Framing incl. CMU	5	08/15/19	08/21/19
420	In-wall MEP Rough-In incl. Insulation	5	08/16/19	08/22/19
430	Install Storefront Glazing and Doors	5	10/17/19	10/23/19
440	Hang and Finish Gypsum Board	3	10/04/19	10/08/19
445	Prime and Paint 1st Coat	4	10/09/19	10/14/19
450	Install New Ceiling Grid	3	10/09/19	10/11/19
452	Install Devices, Switches, Receptacles	5	10/10/19	10/16/19
453	Install Light Fixtures FP Heads, & GRDS	2	10/14/19	10/15/19
454	Paint Finish Coat	8	10/16/19	10/25/19
455	Install Flooring	2	10/16/19	10/17/19
456	Install Glass Railing System & Transaxation Wind	2	10/28/19	10/29/19
457	Install Doors and Hardware	2	10/28/19	10/29/19
458	Install Toilet Partitions & Accessories	2	10/24/19	10/25/19
459	Drop Ceiling Tile & Sprinkler Heads	1	10/30/19	10/30/19
459.1	Perform TAB	1	10/31/19	10/31/19
459.2	Receive all MEP/FP and Bldg. Inspections	2	10/30/19	10/31/19
460	Final Cleaning	1	11/01/19	11/01/19
461	Punchlist Inspection	0	11/04/19	
462	Achieve Substantial Completion	5	11/04/19	11/08/19
465	Correct Punchlist Deficiencies	0	11/11/19	
477	Achieve Project Final Completion	0	11/11/19	



Resolution

Number 18-1746

Adopted Date November 13, 2018

APPROVE CHANGES TO THE EXCLUSION SECTION OF THE HEALTHCARE PLAN TO ALLOW COVERAGE

WHEREAS, upon review of the Exclusion Section of the Healthcare Plan, it was determined that is was cost effective to The Plan to provide coverage for various services listed as excluded; and

WHEREAS, it is the desire of the Board to approve changes to the Exclusion Section of the Warren County Healthcare Plan to provide coverage effective January 1, 2019; and


NOW THEREFORE BE IT RESOLVED, to approve changes to the Exclusion Section of the Warren County Healthcare Plan to provide coverage effective January 1, 2019; changes attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

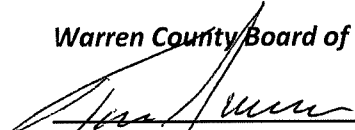
cc: UHC
Horan Assoc
Tammy Whitaker, OMB
Benefits File



2019 Renewal Verification #2

Email/Return to: UnitedHealthcare of Ohio, Inc.
Attn: Trista Owens
Email: Trista_owens@uhc.com
Phone: 513-619-3736

From: Warren County Board of Commissioners



(Signature/Title)

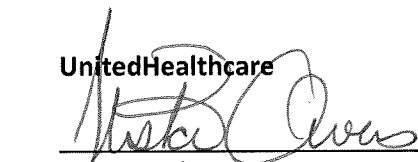
Tom Grossmann

(Printed)

After review of UHC's ASO renewal proposal we elect to renew our coverage with UHC effective January 1, 2019.

Warren County will be making the following changes effective 1/1/19

- Add coverage for Theractrac Pneumatic Cervical Traction Unit under the Durable Medical Equipment Benefit
- Cover Skin Cancer Screenings when the claim is billed as Preventive
- Warren County would like to allow members to continue coverage while on active military duty. Remove the current exclusion that states they are not eligible to continue coverage during active military leave. Warren County understands the Warren County Plan will be primary.
- Remove the exclusion regarding Cranial Banding. Warren County would like to cover cranial banding
- Remove the exclusion when it is medically necessary for the treatment of congenitally missing (when the cells responsible for the formation of the tooth are absent from birth), malpositioned or supernumerary (extra) teeth, even if part of a Congenital Anomaly such as cleft lip or cleft palate.
- Remove the exclusion for TMJ. They would like to cover TMJ when medically necessary

UnitedHealthcare


Signature/Title

Resolution

Number 18-1747

Adopted Date November 13, 2018

AUTHORIZE THE 2019 RENEWAL VERIFICATION WITH UNITED HEALTHCARE

WHEREAS, it is the desire of the Board of County Commissioners to renew administrative services with United Healthcare for plan year 2019; and

WHEREAS, such renewal indicates no increase to the monthly per employee administrative service fee of \$58.24; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the attached 2019 Renewal Verification with United Healthcare effective January 1, 2019.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: c/a – United Healthcare
United Healthcare
Horan Associates
T Whitaker
Benefits file
OMB File



2019 Renewal Verification

Email/Return to: UnitedHealthcare of Ohio, Inc.
Attn: Trista Owens
Email: Trista_owens@uhc.com
Phone: 513-619-3736

From: Warren County Board of Commissioners

[Signature]
(Signature/Title)

Tom Grossmann
(Printed)

x After review of UHC's ASO renewal proposal we elect to renew our coverage with UHC effective January 1, 2019

Please review for verification purposes:
Monthly Administrative Fee: \$58.24 (Includes \$1.00 for Third Party Stop loss reporting)
\$20,000 Wellness budget included with the 2019 renewal

PLEASE COMPLETE:
How many eligible full time employees do you currently have? 859

Please confirm employer contribution percentages applicable to your group's UHC benefit elections:
Buy-Up Plan 85%, Base Plan 100%

Open enrollment will be held beginning: 11/5/18 through 11/16/18

UnitedHealthcare
[Signature]
Signature/Title

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1748

Adopted Date November 13, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
DECEMBER 27, 2018


BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
December 27, 2018.

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


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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Tina Osborne
Commissioners file
Press

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1749

Adopted Date November 13, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO EXECUTE AN ENGAGEMENT LETTER WITH HURST KELLY AND COMPANY, LLC RELATIVE TO THE ASSEMBLING OF THE COUNTY'S SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR YEAR END 2018

BE IT RESOLVED, to approve and authorize the President of the Board to execute an engagement letter with Hurst Kelly and Company, LLC; copy of said letter as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: C/A—Hurst Kelly and Company, LLC
Auditor (file)
Tiffany Zindel



Hurst Kelly
and Company, LLC

November 5, 2018

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

Dear Tiffany:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will assist Warren County (the County) with assembling, from information provided by the County, the County's Schedule of Expenditures of Federal Awards for the year ended December 31, 2018, for use by the County's external auditing firm. We will not *audit, review, compile* or *prepare* the Schedule of Expenditures of Federal Awards and therefore we will not express an opinion or any other form of assurance on the Schedule of Expenditures of Federal Awards. We also will not issue any kind of report on the Schedule of Expenditures of Federal Awards.

By your signature below, you grant us permission to communicate directly with your external auditing firm and to provide them with access to our work papers. You have confirmed to us that the Schedule of Expenditures of Federal Awards we are assisting the County with assembling is solely for use by your external auditing firm and management and is not intended for use by any other party for any other purpose. By your signature below you agree that the use of the Schedule of Expenditures of Federal Awards we are assisting with assembling is limited to your external auditing firm and those members of management with such knowledge and understanding and that the Schedule of Expenditures of Federal Awards is intended solely for the information and use of such management and is not intended to be and should not be used by any other party.

Mark Hurst is the engagement partner for the limited services specified in this letter. His responsibilities include supervising Hurst, Kelly & Company LLC's services performed as part of this engagement.

Our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may exist. Management is solely responsible for the design and operation of the effective internal controls and for complying with all applicable laws and regulations. By your signature below, you understand that we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You also acknowledge that the services provided do not constitute an arrangement to provide *audit, review, compilation, preparation, or attest* services.

Our fees for these services will be based on the actual time spent at our standard hourly rate of \$225.00 per hour, plus travel and other out-of-pocket costs. Payment for service is due when rendered and interim billings will be submitted as work progresses and expenses are incurred.

Based on our understanding of the scope of our services and our experience with the prior year engagement, we estimate that our time for this engagement will be approximately 32 hours, resulting in a fee estimate of \$7,200. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the engagement.

You understand and agree that our billings to you become delinquent if not paid within 30 days of the invoice date. You further understand and agree that we may withdraw from the present engagement at any time for any reason at our sole discretion. In particular, you agree that if you fail to pay for services rendered or expenses incurred for this engagement, we either may discontinue performing services for you until all outstanding balances are paid or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent. You recognize that any discontinuation of work by us could seriously harm your interests but nevertheless specifically give your consent to us to do so regardless of any filing or other deadlines you face. Additionally, the County may cancel the engagement at any time for any reason in its sole discretion. Hurst, Kelly & Company LLC will be paid for all services rendered to date of cancellation.

It is our policy to keep records related to this engagement for 3 years. However, Hurst, Kelly & Company LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3 year period Hurst, Kelly & Company LLC shall be free to destroy our records related to this engagement.

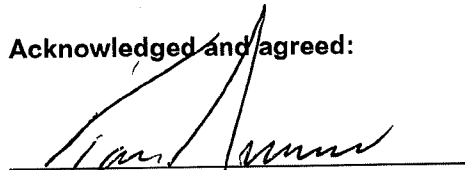
If the foregoing is in accordance with your understanding, please sign the enclosed copy of this letter in the space provided and return it to us.

Sincerely,



Mark Hurst

Acknowledged and agreed:




Client Representative, Title
Tom Grossmann, President

11/13/18

Date

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1750

Adopted Date November 13, 2018

APPROVE EXTENSION TO AGREEMENT FOR ADMINISTRATIVE FUNCTIONS WITH COUNCIL ON AGING OF SOUTHWESTERN OHIO RELATIVE TO WARREN COUNTY ELDERLY SERVICES


BE IT RESOLVED, to approve the Agreement for Administrative Functions with Council on Aging of Southwestern, Ohio; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

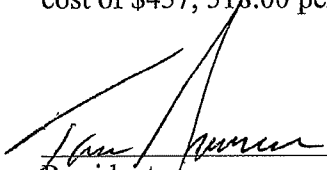
cc: Council of Aging of SW Ohio
C/A—Council on Aging of Southwestern, Ohio
Elderly Services file

Fourth Service Agreement Extension

WHEREAS, Resolution Number 15-1379 approved and entered into an agreement with Council on Aging of Southwestern Ohio beginning 1 January 2015 and ending 31 December 2015 to provide administrative services for the senior citizens (elderly) residents of Warren County, and

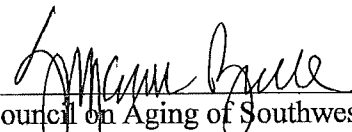
WHEREAS, said agreement provided for its extension for successive one (1) year time periods, up to the five (5) tax years of the Senior Citizens Services Levy (Levy), subject to written agreement by both parties; and

NOW THEREFORE BE IT RESOLVED, that the Agreement between this Board and the Council on Aging of Southwestern Ohio for the administrative services is extended for the third one year term beginning 1 January 2019, and ending 31 December 2019, at a cost of \$457, 518.00 per year.



President
Board of Warren County Commissioners

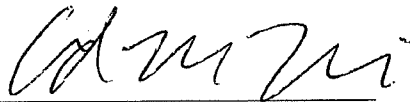
11/13/18
Date



Council on Aging of Southwestern Ohio

10/30/18
Date

Approved as to Form:



Adam Nice
Assistant Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1751

Adopted Date November 13, 2018

APPROVE EXTENSION TO AGREEMENT FOR INTAKE, ASSESSMENT AND CASE MANAGEMENT FUNCTIONS WITH COUNCIL ON AGING OF SOUTHWESTERN OHIO ON BEHALF OF WARREN COUNTY ELDERLY SERVICES


BE IT RESOLVED, to approve extension to the agreement for Intake, Assessment and Case Management Functions with Council on Aging of Southwestern, Ohio; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

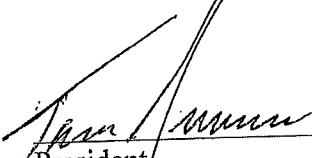
cc: Council of Aging of SW Ohio
C/A—Council on Aging of Southwestern, Ohio
Elderly Services file

Fourth Service Agreement Extension

WHEREAS, Resolution Number 16-1378 approved and entered into an agreement with Council on Aging of Southwestern Ohio beginning 1 January 2015 and ending 31 December 2015 to provide intake, assessment and case management for the senior citizens (elderly) residents of Warren County, and

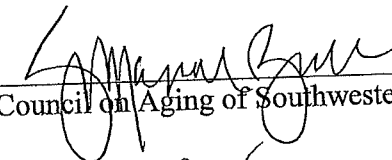
WHEREAS, said agreement provided for its extension for successive one (1) year time periods, up to the five (5) tax years of the Senior Citizens Services Levy (Levy), subject to written agreement by both parties; and

NOW THEREFORE BE IT RESOLVED, that the Agreement between this Board and the Council on Aging of Southwestern Ohio for intake, assessment and case management is extended for the third one year term beginning 1 January 2019, and ending 31 December 2019, at a cost of \$1,498,178.00 per year (\$83,233.00 – intake and information, \$1,414,945.00 – case management).



President
Board of Warren County Commissioners

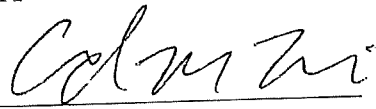
11/13/18
Date



Council on Aging of Southwestern Ohio

10/26/18
Date

Approved as to Form:



Adam Nice
Assistant Prosecutor

Resolution

Number 18-1752

Adopted Date November 13, 2018

AMEND WARREN COUNTY PROCUREMENT POLICY RELATIVE TO PURCHASE ORDERS (REQUISITIONS)

WHEREAS, in order to address an issue with the new Munis Accounting system as it relates to the requirement to issue then and now certificates, a clarification to the County Procurement Policy is necessary; and

NOW THEREFORE BE IT RESOLVED, to amend the Warren County Procurement Policy by clarifying Section I(A) Purchase Orders (Requisitions); as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: Commissioners' file
Policy file
OMB
All Departments
Tina Osborne

PROCUREMENT POLICY



BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Tom Grossmann
Shannon Jones
David G Young

Effective:	June 15, 1993	July 11, 2017
Revised:	July 19, 1994	May 8, 2018
	January 4, 1996	November 13, 2018
	January 30, 1996	
	July 17, 1997	
	January 13, 1998	
	December 17, 1998	
	August 7, 2003	
	February 16, 2006	
	May 8, 2008	
	July 28, 2009	
	December 20, 2011	
	September 27, 2012	
	June 30, 2015	
	October 18, 2016	
	February 7, 2017	
	April 18, 2017	

WARREN COUNTY PROCUREMENT POLICY

PREAMBLE

Pursuant to Ohio Revised Code Section 307.55, except as otherwise specifically prescribed by law, "...no claims against the county shall be paid otherwise than upon the allowance of the board of county commissioners..." In order for the Warren County Board of Commissioners to approve the expenditure of county monies, it must first ensure that such expenditure is proper and that the obligation was made in accordance with all federal, state, and local laws. Therefore, the purpose of this policy is to establish procedures for the procurement of supplies, equipment, construction, and services with public funds. This policy describes the standards to be used to ensure that materials and services are legally procured and done in a manner to be economic, effective and fair to the maximum extent practicable.

I. PURCHASE ORDERS (REQUISITIONS):

- A. Ohio Revised Code (ORC) Section 5705.41 indicates that any contract or order involving the expenditure of monies must be done upon a certificate of the fiscal officer (purchase order or requisition) in the amount required to meet the obligation. While purchase orders (signed by the Board of County Commissioners and certified by the County Auditor) should be used in all cases, the Warren County Board of Commissioners has prescribed, with concurrence of the County Auditor, that purchase orders are to be used in those instances when the anticipated single purchase or multiple purchases, on one order, amounts to \$1,000 or more. Purchase orders must be approved prior to obligation or expenditure of funds. In some emergency situations (see Section III "Emergency Procurement"), purchase orders may not be timely.

- B. Blanket purchase orders (BPO'S) may be of benefit to those departments which typically have need to procure a particular good or service on a regular basis and in a timely manner. BPO'S are allowed within prescribed limitations, as provided below.
 - 1) They only apply to specific types of obligations and expenditures as follows:
 - a. The services of the following professionals:
 - 1. Accountant
 - 2. Architect
 - 3. Attorney
 - 4. Physician
 - 5. Professional Engineer
 - 6. Construction Project Manager
 - 7. Consultant
 - 8. Surveyor
 - 9. Appraiser

directed to the Warren County Office of Management and Budget (OMB), which is assigned the responsibility of developing and implementing proper procurement procedure.

A. Competitive (Formal) Bidding – OVER \$50,000

1) Items/services (or combinations thereof) having an anticipated value over \$50,000 will be offered for competitive (sealed) bid and must be coordinated through the OMB.

2) The following list is illustrative of items that usually will be subject to competitive bid when having an estimated value of over \$50,000:

- Bridge improvements/construction
- Building improvements/construction
- CDBG program construction projects
- Construction materials (building, roadway, utility)
- Computer equipment
- Equipment (office & other)
- Furniture
- Motor vehicles (automobiles & trucks)
- Road improvements/construction
- Road salt
- Sanitary sewer facilities
- Sanitary sewer line installation
- Water line installation
- Water treatment facilities

3) Bid documents shall be in a form as prescribed by the OMB. The technical specifications shall be prepared by the affected department in such a manner as to allow more than one supplier to; if at all possible, offer his product/service for consideration. See Section V “Solicitation of Bids or Proposals and Award.” Once the technical specifications are submitted to the OMB, bid documents will be prepared, a bid opening time will be set, and the advertisement for bid shall be posted on the County Commissioners’ bulletin board and placed in the newspaper or other appropriate print/media by the Clerk to the Board of County Commissioners. Invitations to bid will be sent to specific prospective bidders if a list is provided to the OMB.

4) Bid documents shall be distributed to potential bidders by the OMB; however, in some cases, authorization to distribute bid documents for technical or major construction projects may be given to the affected department.

5) Bid openings usually occur at a meeting of the Board of County Commissioners.

6) Bids shall be reviewed by the affected department and a recommendation of award forwarded to the OMB, which then shall submit the recommendation to the Board of County Commissioners.

7) Bids shall be awarded by the Board of County Commissioners by resolution. All announcements to the successful and unsuccessful bidders will be made by the OMB. The President of the Board shall sign a “Notice of Bid Award” to the successful bidder.

- 3) For Department under the Board of Commissioners jurisdiction, including construction and/or alterations of County owned buildings, who are planning to contract for professional design services shall publicly announce all contracts available. The announcement shall be as prescribed in the ORC., Section 153.67 and shall include a description of the qualifications required for the project.

At the beginning of the project, the Commissioners will designate one of the two following process to be used in evaluating and determining how to proceed with award of contract:

- A. The Board of Commissioners will appoint a Committee to select and rank no fewer than three (3) firms based upon the description of the qualifications required for the project included and included in the RFQ. The Committee will present to the Board of Commissioners the top ranked firm to begin negotiations. Should the negotiations fail with the top ranked firm the Committee will move on to the next highest ranked firm.
- B. The Board of Commissioners shall appoint a committee to determine whether each RFQ submittal is responsive to the requirements of the RFQ relative to the criteria determined to be of importance to the project that are included in the RFQ. The evaluation form used by the Committee during the review process is to be included in the RFQ document. In the event three qualified firms or less deliver a submittal, then the Committee shall still evaluate such firms based on the selection criteria.

The Committee's written recommendation shall be presented to the Board of Commissioners for discussion and final review.

The County Commissioners will hold further discussions, during a public work session, with the firms selected by the Committee to explore further the firms' statement of qualifications, the scope and nature of the services the firms would provide, and the various technical approaches the firms may take toward the project. The County Commissioners may also discuss the evaluations of the Committee members and any comments the Committee members may have based on the firms presentations during the public work session. Within a reasonable period of time after the public work session, the County Commissioners shall rank the firms by one collective score sheet in the order the County Commissioners determine to be the most qualified to perform the professional design services for the Project. The direction shall be given to staff thereafter to begin negotiations of a professional design services contract with the top ranked firm to perform the services at a compensation determined to be fair and reasonable to the County Commissioners. If a satisfactory contract cannot be entered into in a reasonable time, the County Commissioners, in its sole discretion, may terminate negotiations with the highest ranked firm and direct staff to begin contract negotiations with the next highest ranked firm.

- C. Public Records Request of Qualifications: In order to ensure fair and impartial evaluation, qualification submittals and any related documents of other records that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of contract.

- a. A purchase order shall be submitted to the OMB with documentation attached indicating three price quotes were obtained for the same or similar product or service. See Section V “Solicitation of Bids or Proposals and Award.” Such documentation shall include the names of the vendors providing quotes, their addresses and telephone numbers, and the date contacted. A sample quotation form is provided herein as Attachment B. If the purchase order is written to a vendor not submitting the lowest quote, explanation should also be provided.
 - b. Once all is found to be in order, the OMB will process the purchase order through the Board of County Commissioners at its next regular-scheduled meeting. The purchase order is then submitted to the County Auditor by the OMB, which tracks its status.
 - c. Once the purchase order has been certified by the County Auditor and returned to the affected department, the purchase may be transacted.
- 3) When processing payment for purchases totaling \$1,000 or more to one vendor, and a Purchase Order was not processed, see the Auditor’s Office for a “Then and Now.”
 - 4) All purchase of office equipment/furnishings over \$1,000 in the aggregate must be coordinated through OMB.

F. Noncompetitive Negotiation

- 1) Noncompetitive negotiation is procurement through solicitation of a proposal from only one source when: only one source of the product or service exists; or after competitive solicitation when only one bid or proposal is received; or after competitively bidding twice with no bids received. Noncompetitive negotiation may be used when permitted by state law and upon proper determination by OMB.

G. Competitive Bidding Exceptions (ORC 307.86)

- 1) ORC 307.86 exempts from Competitive Bidding the following items that may be procured via price quotes, determined on a case by case basis:

accountant, attorney at law, physician, construction project manager, consultant, surveyor or appraiser.

Note – that while Engineers and Architects are exempt from competitive bid under ORC 307.86, their procurement is governed by ORC 153.67 which provides ALL contracts available must be announced and procured via the RFQ process.

III. Emergency Procurement:

For purposes of this section, “emergency” procurement is defined as those purchases necessary when real and present emergency exists, and shall not be construed as purchases merely needed in a “timely” manner.

- A. Emergency procurement under \$100,000 – if at all possible, three quotes shall be obtained

Consideration must be given to such matters as the contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources.

VI. Code of Conduct:

Employees or agents of Warren County shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors. No employee, agent or beneficiary can participate in the selection, award or administration of a contract when any of the following has financial interest in that contract:

- 1) the employee or agent;
- 2) any member of his or her immediate family;
- 3) his or her partner;
- 4) an organization in which any of the above is an officer, director, or employee;
- 5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.

VII. Free Competition:

All procurement transactions, regardless of whether by sealed bid or negotiation and without regard to dollar value, shall be conducted by employees or agents of Warren County in a manner which provides maximum free and open competition consistent with State and Federal guidelines. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to:

- 1) placing unreasonable requirements on firms in order for them to qualify to do business;
- 2) noncompetitive practices between firms;
- 3) organizational conflicts of interest; and
- 4) unnecessary experience and bonding requirements.

VIII. Record Keeping:

The size and type of procurement will determine the type of information recorded and maintained in the file. For small purchases, not competitively bid, the affected department must maintain records of quotes received, vendor names and addresses, a listing of items purchased, the total cost, date of purchase, and a copy of the purchase order. For larger purchases, requiring more complex procurement methods (e.g., competitive bidding), records will be maintained by the Board of County Commissioners to document the following, when applicable;

- 1) copies of published advertisements for bids or proposals;
- 2) copies of all respondents' replies;
- 3) narrative explaining the Board's basis for contractor selection or rejection;

- 2) Any reconstruction, enlargement, alteration, repair, remodeling, renovation or painting of any public improvement, if the cost exceeds the current threshold and is performed by other than full-time employees who have completed their probationary periods in the classified service of the County.

- B. The prevailing wage law prohibits any person, firm, corporation or public authority that constructs a public improvement from paying any employee (other than full-time employees who have completed their probationary periods in the classified civil service) less than the prevailing wage rate. The law also prohibits any employer from deducting the cost of food, sleeping accommodations, transportation, tools and other items necessary for performance of the work from the employees' wage unless an agreement has been entered into between the employer and the employees and the agreement has been submitted and approved by the public authority.

- C. The law prohibits the County from subdividing any project into component parts or projects, the cost of which is less than the threshold for the purpose of circumventing the prevailing wage law. Public improvement projects may be treated as separate projects provided they are conceptually separate and unrelated to each other or encompass independent and unrelated needs of the public authority.

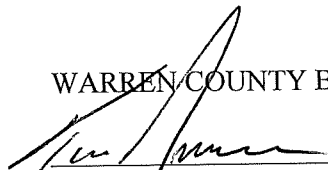
- D. A prevailing wage determination must be obtained from the State Department of Industrial Relations prior to advertising for bids or the undertaking of contraction for each project involving prevailing wages. The response time for such requests is usually seven to ten days; therefore, it is important to request the determination in a timely manner. The OMB has order forms and phone numbers for ordering prevailing wage determinations.

- E. For each public improvement project a department employee shall be designated to serve as Prevailing Wage Coordinator during the life of the contract. The duties of the Prevailing Wage Coordinator are defined under ORC Section 4115.071.

- F. The threshold for the payment of prevailing wages on public improvement project utilizing Federal funds are \$2,000 regardless of the construction category.

Warren County Procurement Policy
 Revised this.

WARREN COUNTY BOARD OF COMMISSIONERS



 Tom Grossmann, President



 David G. Young

 Shannon Jones

- E. Human and social services are purchased by the Board of Commissioners from non-profit corporations or associations under programs which are funded entirely by the Federal government.
- F. The purchase consists of any form of insurance policy or contract authorized to be issued Under the ORC or any form of health care contract or plan authorized to be issued under the ORC and subject to provisions under this Section.
- G. The purchase consists of computer hardware, software, or consulting services that are Necessary to implement a computerized case management automation project administered by the Ohio Prosecuting Attorney's association and funded by a grant from the federal government.
- H. Child day-care services are purchased for provision of county employees.

3. NOTICE:

ORC Section 307.87 outlines the requirements for the notice of competitive bidding and the contents of the notice. When the Board of County Commissioners is required to bid competitively, the notice of competitive bidding shall be given in the following manner:

- A. Notice will be published for one week in a newspaper of general circulation and for two consecutive weeks on the County internet web page, preceding the day of the opening of bids for any purchase, lease, lease with option or agreement to purchase, or construction contract in excess of \$25,000. The Board of County Commissioners may also cause notice to be inserted in trade papers or other publication designed by it.

Notices shall state:

- 1) A general description of subject of the proposed contract and the time and place where the plans and specification or itemized list of supplies, facilities, or equipment and estimated quantities can be obtained or examined.
 - 2) The time and place where bids will be opened.
 - 3) The time and place for filing bids.
 - 4) The terms of the proposed purchase.
 - 5) Conditions under which bids will be received.
- B. The Board of County Commissioners shall also maintain in the Warren County Administration Building a bulletin board upon which it shall post and maintain a copy of such notice for at least two weeks preceding the day of the opening of the bids.

4. CONTENTS:

ORC Section 307.88 outlines the contents of the bids and the requirements for a bond. Bids submitted shall be in a form prescribed by the Board of County Commissioners and filed in a sealed envelope at the time and place mentioned in the advertisement. The bids received shall be opened and tabulated at the time stated in the notice. Each bid shall contain the full name of each person or company submitting a bid. If the bid is in excess of \$50,000 and for a contract for the construction, demolition, alteration, repair, or reconstruction of an improvement, it must meet the requirements of ORC Section 153.54. This section requires each bidder to file a bid guaranty with the bid in the form of either a

INFORMAL PRICE QUOTATION FORM

This form is to be filled out in its entirety when purchasing items anticipated to cost \$1,000 or more in the aggregate. If less than 3 quotes are indicated, please note the reason at the bottom of this page and/or attach justifying documentation.

Department/Office: _____ Date: _____

Purchase Order Number: _____ Item Description: _____

Quotation #1:

Vendor Name

Phone Number

Street Address

City, State, Zip Code

Total Price Quote

Quotation #2:

Vendor Name

Phone Number

Street Address

City, State, Zip Code

Total Price Quote

Quotation #3:

Vendor Name

Phone Number

Street Address

City, State, Zip Code

Total Price Quote

Authorized Signature

Resolution

Number 18-1753

Adopted Date November 13, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE REPLACEMENT OF THE BULLETPROOF GLASS IN B POD AT THE WARREN COUNTY JAIL

WHEREAS, it has been brought to the attention of Facilities Management that the bulletproof glass in B Pod cell #108 was broken and in need of immediate replacement; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of the bulletproof glass in cell #108 B Pod at the Warren County Jail; and


BE IT FURTHER RESOLVED, to approve purchase order #25465 to Sam Smith & Son Glass Co Inc. in the amount of \$1,636.00 for the replacement of said glass.

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


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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Facilities Management (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1754

Adopted Date November 13, 2018

ADVERTISE FOR BIDS FOR SECURITY EQUIPMENT REPLACEMENT AT THE WARREN COUNTY GOVERNMENT CAMPUS IN LEBANON

BE IT RESOLVED, to advertise for bids for the Warren County Jail Security Equipment Replacement Project; 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 Web Site, beginning the week of November 25, 2018; bid opening to be December 11, 2018 at 9:15 a.m.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Facilities Management (file)
OMB Bid file

Resolution

Number 18-1755

Adopted Date November 13, 2018

AWARD BID FOR A FIRE ALARM SYSTEM REPLACEMENT AT THE WARREN COUNTY COMMON PLEAS COURT BUILDING

WHEREAS, this Board of County Commissioners (the "Board") on October 9, 2018 by Resolution Number 18-1543, authorized a request for proposals for the Fire Alarm System Replacement at the Common Pleas Court Building; and

WHEREAS, after advertising the request for proposals for 30 days, the Warren County Facilities Management Department received and reviewed one proposal; and

WHEREAS, Trevor Hearn, Director of Facilities Management has thoroughly reviewed the proposal, researched, evaluated and investigated the product, and has recommended award of the bid to Garber Electrical Contractors Inc.; and

NOW THEREFORE BE IT RESOLVED, to award bid, based upon recommendation of Trevor Hearn, Director of Facilities Management, to Garber Electrical Contractors, Inc., in the amount of \$63,980.00 for the Fire Alarm System Replacement Project; bid proposal attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH/

cc: C/A- Garber Electrical Contractors, Inc.
Facilities Management (file)
Project file
OMB Bid file



WARREN COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

November 1, 2018

Purchase Order Request: Fire Alarm Upgrade at 500 Justice Drive

This request is for the upgrade of the fire alarm system at the Common Pleas Courts Building. The current system is obsolete and needs updated to meet modern code requirements. The new system will be a continuation of the 520 Justice Drive system.

An RFP was posted for the project with proposals due on October 30, 2018. Garber Electrical Contractors was the only firm to submit a proposal.

I recommend using Garber for the Fire Alarm Upgrade Project, at a cost of \$63,980.00.

A handwritten signature in black ink, appearing to read "Trevor Hearn".

Trevor Hearn
Director
Warren County
Department of Facilities Management
513.695.1256
Trevor.Hearn@co.warren.oh.us

Proposed to:

Warren County
Department of Facilities Mgmt.
430 Justice Dr.
Lebanon, Ohio 45036
P: 513.695.1256

To be performed at:

Common Pleas Court
500 Justice Dr.
Lebanon, Ohio 45036
Fire Alarm Replacement

Date quoted:

October 29, 2018

Attention: Trevor Hearn
Email: trevor.hearn@co.warren.oh.us

Scope of Investment:

Garber Connect is pleased to provide this proposal reflecting the request to extend the new fire alarm system into the original portion of the building.

Our technicians always place an emphasis on cleanliness and quality of work. We also understand that the importance of safety, the Common Pleas Courts work schedule and the complexity of the project will require close communication between our company and the Common Pleas Courts representative. Our project manager and job-site forman will make it a top priority to plan ahead each day's area of work and duration of time expected in each area.

Fire Alarm System

Provide and install an extension to the existing Kidde system as follows:

- 1 IP/cellular communicator for the existing control panel
- 4 NAC power supply with 120-volt surge protection
- 1 Document box
- 1 Remote annunciator
- 16 Smoke detectors
- 12 Pull stations
- 10 Duct smoke detectors with power, shut down and monitoring cabling
- 10 Remote test switches
- 11 Sprinkler monitoring points – not including PIV monitoring - The quantity of points was not known at the time of bid – Additional points will be completed on a time and material basis
- 4 Elevator control relays
- 5 FM 200 Monitoring points
- 1 Control relay for access control door lock dropout
- 79 Horn/strobe notification devices – including (1) exterior device
- 65 Strobe only notification devices

Abatement of the existing fire alarm system
Permit and inspection fees including required drawings
Data line to the fire alarm panel from building demark. Data service to the building will be required prior to the final fire alarm inspection.

Note: Additional fire alarm devices required by the local review authorities are not included in the above proposal.

Total Investment \$63,980

Includes:

- Sleeves with fire caulk through smoke/fire walls as needed
- Plenum cabling provided by Garber Connect
- All work during normal business hours
- 1 year warranty on material and labor
- Testing, training and documentation
- Conduit stubs and back boxes

Exclusions:

- Sales tax
- High lift
- Prevailing wages
- Drywall patch work
- Concrete cut and patch work
- Surface raceway – the cabling will be installed via wall cavities if unobstructed

Note: We will complete most of the installation prior to the abatement of the existing system. However due to unforeseen issues there maybe a time that both the new and existing system will not be operational. A fire watch during these times will be the responsibility of Warren County.

Questions: Sales - Jeff King Estimate – Mark Flora

Information contained in this quote is the exclusive property of Garber Connect. Replication or use of this scope is expressly prohibited without the written consent of Garber Connect.

Accepted By

Date

Abatement of the existing fire alarm system
Permit and inspection fees including required drawings
Data line to the fire alarm panel from building demark. Data service to the building will be required prior to the final fire alarm inspection.

Note: Additional fire alarm devices required by the local review authorities are not included in the above proposal.

Total Investment **\$63,980**

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Sleeves with fire caulk through smoke/fire walls as needed
Plenum cabling provided by Garber Connect
All work during normal business hours
1 year warranty on material and labor
Testing, training and documentation
Conduit stubs and back boxes

Exclusions:

Sales tax
High lift
Prevailing wages
Drywall patch work
Concrete cut and patch work
Surface raceway – the cabling will be installed via wall cavities if unobstructed

Note: We will complete most of the installation prior to the abatement of the existing system. However due to unforeseen issues there maybe a time that both the new and existing system will not be operational. A fire watch during these times will be the responsibility of Warren County.



Warren County Department of Facilities Management

October 18, 2018

Proposal Document

Common Pleas Courts Building Fire Alarm System Replacement 500 Justice Drive Lebanon

Project Location

Common Pleas Courts Building
500 Justice Drive
Lebanon, OH 45036

Contact

Trevor Hearn, Director
Warren County Department of Facilities Management
430 Justice Drive
Lebanon, OH 45036
513.695.1256
Trevor.Hearn@co.warren.oh.us

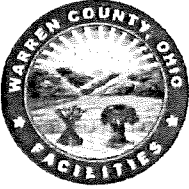
Project Description

Provide all materials and labor for the replacement of the fire alarm system in the Common Pleas Courts Building. The new system will be a continuation of the Vigilant System in the connected 520 Justice Drive Office Building. The project includes abatement of the existing system.

Scope of Work

Design, engineer, provide, and install the new fire alarm system consisting of:

- 1 IP/cellular communicator for the existing control panel
- 4 NAC power supply with 120-volt surge protection
- 1 Document box
- 1 Remote annunciator
- 16 Smoke detectors
- 12 Pull stations



Warren County Department of Facilities Management

- 10 Duct smoke detectors with power, shut down and monitoring cabling
 - 10 Remote test switches
 - 11 Sprinkler monitoring points – not including PIV monitoring
 - 4 Elevator control relays
 - 5 FM 200 Monitoring points
 - 1 Control relay for access control door lock dropout
 - 79 Horn/strobe notification devices – including (1) exterior device
 - 65 Strobe only notification devices
- Wall sleeves with fire caulk as needed
Plenum cabling
Conduit and boxes as needed
Testing, training, and documentation
Data line to the fire alarm panel from building demark
Permits, inspections, and any associated fees
Abatement of the existing system
Work to be performed during normal business hours

Exclusions

- Sales tax
- Prevailing wage

Qualifications

Interested firms must provide proof of the following qualifications:

- NFPA Member
- NICET Level 4 Certified
- Vigilant VS2 dealer

Past Performance

Interested firms must provide a list of three (3) relevant projects involving similar services performed by the firm during the past eight years. Include the following information for each project:

- a. Project owner, name of project and location
- b. Brief description of the project
- c. Reference contact person and phone number

Timeline

Submittals must include an anticipated start date and duration of the project.



Garber Capability Statement

Company Overview

Garber Electrical Contractors and Garber Connect are the leading contractors for electrical lighting and power, generators, telecommunications, data networking, fire alarm, surveillance and access control services. All of our employees practice Safety First, taking great care to ensure the utmost safety during the installation or service process. Garber's commitment is that we will consistently provide prompt, professional, and trustworthy service at a fair and competitive price. We guarantee excellent customer service, and we promise to value YOU, our customer, as the most important part of our business.

Management Team

- Brett Garber, President
- Terry Cool, General Manager
- Bart Hoblit, Operations Manager
- Jeff King, Garber Connect Manager

Office Locations

- Dayton 100 Rockridge Rd, Englewood, Ohio 45322
- Columbus 929 Eastwind Drive, Suite 206 Westerville, Ohio 43081
877.771.5202 garberelectric.com

Contact Information

- Jim Yarrow, Systems Designer
937.771.5202 Ext. 2100
- Jeff King, Garber Connect Manager
937.771.5202 Ext. 2101

Capabilities & Services

- New Construction and Renovation
- Interior & Exterior Lighting Designs
- Electrical Design & Engineering
- Project Design & Build
- Plan & Spec
- Motor Control & PLCs
- Bucket Truck Service
- Emergency Standby Generators
- 24 Hour Emergency Service
- Telephone Systems
- Structured Network Cabling
- Bisci Certified
- Fire Alarm Systems
- Mass Notification
- Camera Surveillance
- Door Access Control Systems
- Security System Design
- NICET Level 4 Design & Engineering
- 24 Hour Fire Monitoring

Company Designations

DUNS #83-293-7481

Federal Tax ID #27-0256207

NAICS Code 238210 Electrical Construction & Other Wiring Installation Contractor

Licenses

- Ohio 12553
- Kentucky CE12994
- Indiana
- Fire Alarm 53.68.0001

Bonding Levels

- Service Bonding per contract
\$2,000,000
- Service Bonding aggregate
\$4,000,000

● CORPORATE OFFICE

• 100 Rockridge Road
Englewood, Ohio 45322

• Phone: 937.771.5202
• Fax: 937.771.5205

● COLUMBUS OFFICE

• 935 Eastwind Drive
Westerville, Ohio 43081

• Phone: 614.212.7900
• Fax: 937.771.5205

877.771.5202

www.garberelectric.com
www.garberconnect.com

OH License #12553 KY License #12993



October 26, 2018

Warren County Common Pleas Court Fire Alarm System Replacement Bid
Documentation

Qualifications:

Ohio Licensed Electrical Contractor

Ohio Licensed Fire Protection Installation Company

Ohio Licensed Fire Protection Systems Installers

Ohio Licensed Fire Alarm Systems Designer

Active member of the National Fire Protection Association and the Automatic Fire Alarm Association

NICET Level IV in Fire Protection Engineering Technology / Fire Alarm Systems

● **CORPORATE OFFICE**

• 100 Rockridge Road
Englewood, Ohio 45322

• Phone: 937.771.5202
• Fax: 937.771.5205

● **COLUMBUS OFFICE**

• 921 Eastwind Drive, Suite 129
Westerville, Ohio 43081

• Phone: 614.212.7900
• Fax: 614.392.4095

877.771.5202
www.garberelectric.com
www.garberconnect.com

OH license #12553 KY license #12993

Any changes in information must be submitted within 30 days to:

**Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.state.oh.us**

JOHN R KASICH
Governor

**State of Ohio
Department of Commerce
Division of State Fire Marshal**

JACQUELINE T. WILLIAMS
Director

2018 Fire Protection Company Annual Certificate

This is to certify that the company listed below meets the requirements of Ohio Revised Code 3737.65 for servicing, testing, repairing, or installing fire protection or firefighting equipment in the State of Ohio.
53.68.0001

**GARBER ELECTRICAL CONTRACTORS
100 ROCKRIDGE RD
ENGLEWOOD, OH 45322**

Expiration Date: 07/01/2019



**Ohio Department of Commerce
Division of State Fire Marshal
Bureau of Testing & Registration
8895 E Main Street, PO Box 529
Reynoldsburg, Ohio 43068**

**GARBER ELECTRICAL
CONTRACTORS
100 ROCKRIDGE RD
ENGLEWOOD, OH 45322**

State of Ohio
Department of Commerce
Division of State Fire Marshal

FIRE PROTECTION LICENSE
JAMES W YARROW
54.57.2402
Expiration Date: 10/01/2019

Signature

This card shall be on your person while performing listed activities.



**Department
of Commerce**

Division of Industrial Compliance
John R. Kasich, Governor
Jacqueline T. Williams, Director

**James W Yarrow
383 Winterset Dr
Englewood , OH 45322**

**Personnel ID #: 4587
12/21/2017**

Having met the certification requirements in the rules of the Board of Building Standards, enclosed please find your certification ID card below.


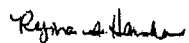
The expiration date for your Fire Protection Systems Designer certification is as indicated below on your ID card.

If you fail to renew your certification prior to its expiration, you shall not perform any duties for which a certification is required until such time as your certification has been renewed. If your certification expires, you may obtain a renewal within one year from the date of expiration provided all requirements have been met for renewal. A renewal application will be forwarded to you at the appropriate time.

Please refer to your personnel I.D. number (shown on the ID card below) on any correspondence and on all certificates of continuing education forwarded to the Board's office related to your certification. If you have any questions, please do not hesitate to contact the Board for assistance at 614-644-2613.

Sincerely,
BOARD OF BUILDING STANDARDS

Regina S. Hanshaw
Executive Secretary

<p>Personnel ID #: 4587 Fire Alarm System Designer 1/27/2019</p>	<p>John R. Kasich GOVERNOR</p>  <p>Gerald O. Holland CHAIRMAN</p>
<p>BOARD OF BUILDING STANDARDS This is to certify that: James W Yarrow has met the requirements of the OAC and is hereby certified as indicated.</p> <p> Executive Secretary</p>	

Ohio Board of Building Standards
6606 Tussing Road
PO Box 4009
Reynoldsburg, OH 43068-9009 U.S.A.

Gerald O. Holland, Chairman

An Equal Opportunity Employer and Service
Provider

614 | 644 2613
Fax 614 | 644 3147
TTY/TDD 800 | 750 0750
www.com.ohio.gov



NATIONAL FIRE PROTECTION ASSOCIATION

BE IT KNOWN THAT NFPA® RECOGNIZES

JIM YARROW

AS A MEMBER IN GOOD STANDING, WHO IS ENTITLED TO ALL THE
RIGHTS, HONORS, AND PRIVILEGES OF MEMBERSHIP.



In witness thereof, the seal of this association
and the signature of its duty-appointed officer
is affixed to this certificate.

JUNE 1, 2007
Date of Issue

Jim Pauley
Jim Pauley, President

IT'S A BIG WORLD. LET'S PROTECT IT TOGETHER.™

MEMBERSHIP

MEMBER SINCE:
06/01/2007

EXPIRE DATE:
05/31/2019

SECTION:
Building Fire Safety Systems

MEMBERSHIP NUMBER:
2553133

Jim Yarrow



nfpa.org

Login jyarrow@garberconnect.com

Password _____

National Fire Protection Association
Code or catalog orders: 1-800-344-3555
Seminar registration: 1-800-344-3555
General information or
calls outside the U.S.: +1-617-770-3000
Internet address: nfpa.org

Member Benefits and Voting Privileges
1. To access online member benefits, including
code information, reports, publications, case
studies and investigations, go to nfpa.org and
click on the "sign in" button. You will need

to register your access on your initial visit. Please
refer to your Member Benefits confirmation
letter or phone 1-800-344-3555 for your initial
password.

2. Voting privileges begin 180 days after your
name has been registered on NFPA's official
membership roster. To vote at the NFPA
Conference & Expo, you must present this
card along with a government issued photo ID.

3. This card may be used only by the person
named on the reverse side and is not
transferable.

MBR CARD-09 (4/09) ©NFPA 2009



Certificate of Section Membership

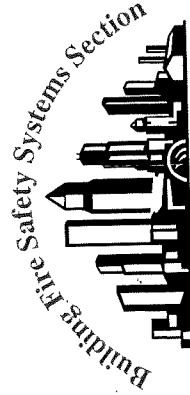
THIS IS TO CERTIFY THAT

Jim Yarrow

IS A MEMBER OF THE

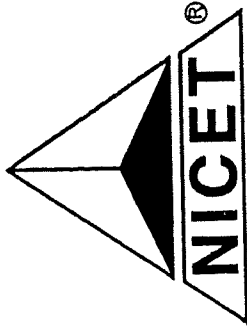
Building Fire Safety Systems Section

OF THE NFPA, QUINCY, MASSACHUSETTS, U.S.A.



A handwritten signature in black ink, appearing to read "Paul P. Kelly".

EXECUTIVE SECRETARY



**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**

Providing Certification Programs Since 1961

BE IT KNOWN THAT

James W. Yarrow

IS HEREBY AWARDED CERTIFICATION AT

LEVEL IV

**IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS**

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through October 1, 2021

CERTIFICATION NUMBER 117775

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



October 26, 2018

Warren County Common Pleas Court Fire Alarm System Replacement Bid Documentation

Past Performance

1. Project information:

Owner: Warren County

Name: Warren County Justice Office Building

Address: 520 Justice Dr. Lebanon, Ohio 45036

Brief description: March 2014-September 2014 – New Construction – Provide and install electrical power and lighting, fire alarm system and voice/data network cabling.

Reference contact: Mark Zindel – Phone 513.695.2363

2. Project information:

Owner: Digestive Specialists, Inc

Name: Clio Road Medical Office Building and Shull Road Medical Office Building

Address: 4340 Clio Rd., Sugarcreek Township, OH 45459
5697 Shull Rd., Huber Heights, OH 45459

Brief description: New construction – March 2017-March 2018, Two new medical office buildings, constructed simultaneously. Provide and install the following low voltage systems at both locations. Fire alarm system with elevator recall, intrusion system, CCTV system, nurse call system, area of refuge system and network/voice and data cabling.

Reference contact: Sondra Massengale – Phone 937-396-2672

3. Project information:

Owner: Caring Place Healthcare Group

Name: Oak Creek Terrace Nursing and Rehab Center

Address: 2316 Springmill Rd, Kettering, OH 45440

● CORPORATE OFFICE

• 100 Rockridge Road
Englewood, Ohio 45322

• Phone: 937.771.5202
• Fax: 937.771.5205

● COLUMBUS OFFICE

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OH License #12553 KY License #12993

Brief description: Remodel – March 2018-September 2018 – Complete removal of the existing fire alarm system with upgrade to new addressable fire alarm system for an I-1/I-2 Use Group. This project posed some unique challenges with maintaining the existing fire alarm system while remodeling in phases. All existing fire alarm system equipment, wiring and devices were removed.

Reference contact: Chris Hinkel - Dryden Builders, Inc. – Phone 937-439-2728



October 26, 2018

Warren County Common Pleas Court Fire Alarm System Replacement Bid Documentation

Timeline

Upon award of the project we project the following timeline:

Preparation of fire alarm system shop drawings, calculations and submittals

- Start within 2 weeks of the project being awarded.
- **Need 3 weeks to prepare the submittal package and one more week to submit.

Plan review:

- Estimated plan review and issuance of permit 2-3 weeks.

Installation:

- Estimated installation start date – 8-9 weeks after project is awarded.
- Estimated install time – 6 weeks

Completion:

- Estimated completion (includes final inspection(s) – 15 weeks after award of project.

Project turnover to owner including Record of Completion, O&M documents, As-Built drawings and Training on the use of the system:

- Week 16

** Preparation of submittals timing is largely based on CAD files being provided for all areas where the new fire alarm system and equipment will be located.

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Englewood, Ohio 45322

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www.garberconnect.com

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Westerville, Ohio 43081

• Phone: 614.212.7900
• Fax: 614.392.4095

OH License #12553 KY License #12993

Resolution

Number 18-1756

Adopted Date November 13, 2018

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, COUNTY COURT, FACILITIES MANAGEMENT, WATER & SEWER- SEWER, SHERIFF'S OFFICE, WATER & SEWER - WATER, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, County Court, Facilities Management, Water & Sewer- Sewer, Sheriff's Office, Water & Sewer - Water in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/jm

cc: 2018 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals #

BDD18026

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date:

Nov 2, 2018

026

Misc. Computer/monitor (no hard drives)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	GX520	N	CPU no hard drive
1	Dell		Y	Monitor with sound bar

Additional Comments

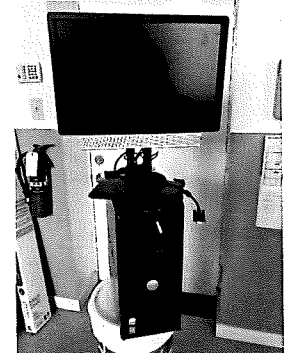
Dell CPU and monitor. No hard drive. Monitor has a sound bar



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

BDD18027

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

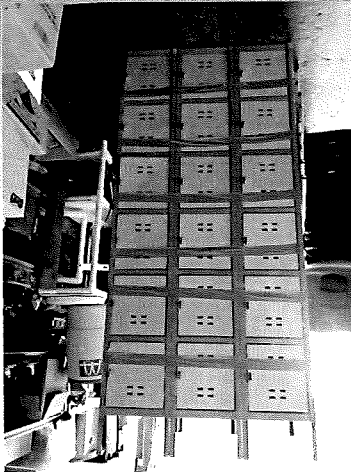
Board of DD

Date:

Nov 2, 2018

027

Lockers



Select Item Type

Single Item

Category Sporting Equipment

Brand

Model #

Serial #

Date Removed From Service 10/18/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Lockers. Approximately 78" tall x 36" wide. 18 compartments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

BDD18028

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date:

Nov 2, 2018

028

Portable "In Focus" LCD projector



Select Item Type

Single Item

Category Audio/Visual Equipment

Brand In-Focus

Model # LP755

Serial #

Date Removed From Service 10/18/16

Did Item Work When Removed?

Yes

No

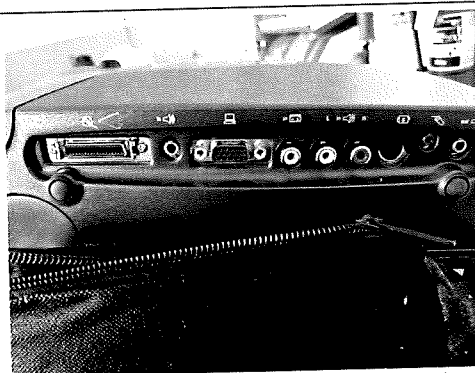
Unknown

Additional Comments

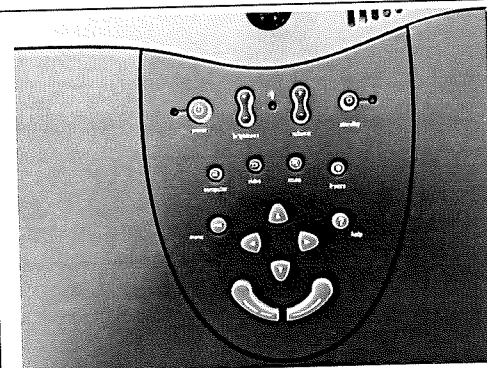
Portable LCD projector with carrying case



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

BDD18029

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date:

Nov 2, 2018

029

Aluminum Truck Bed for long wheel base Ford



Select Item Type

Single Item

Category Vehicle Equipment/Parts

Brand Moritz

Model # TBA8 0-9

Serial # 020834

Date Removed From Service 8/13/18

Did Item Work When Removed?

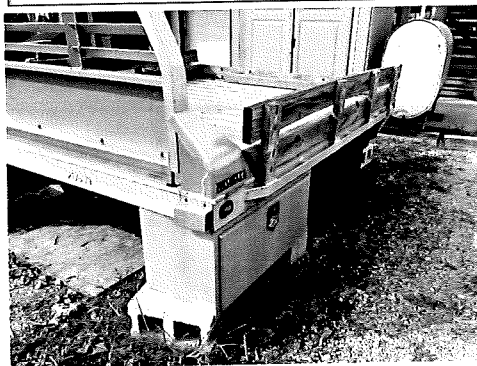
Yes

No

Unknown

Additional Comments

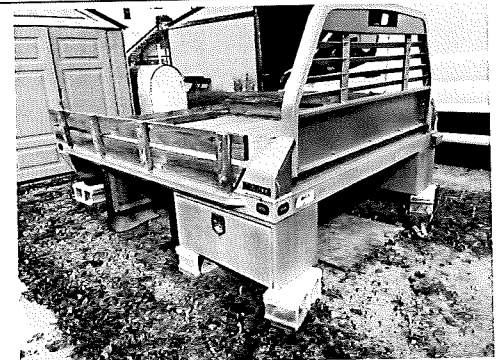
Aluminum truck bed, made by Moritz in Mansfield Ohio. Has 2 under body tool boxes, trailer hitch and access panel in the center of the bed. Made for long wheel base Ford



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

BDD18031

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date:

Nov 2, 2018

031

Ford E450 Transit Bus seats 16 plus 2-6 wheelchairs(#29)



Select Item Type

Vehicle

Vin #

1FDFE4FS5ADA65735

Title restriction?

Yes No

Odometer Reading

87,572

Yes

Accurate?

No Unknown

Year

2010

Make

FORD

Model

E450

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

White

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2010 Ford E450 Transit. Very low miles, excellent overall condition, virtually rust free. Seats up to 16 + driver and 2-6 wheelchairs. 6.8 litre gas engine, automatic transmission, hydraulic brakes, front and rear air conditioning and heat, heated/remote controlled mirrors, mor/ryde suspension, Q-strait wheelchair tie downs included, excellent tire tread, lighted and heated steps, Braun Millenium 2 wheel chair lift, Q-strait wheelchair tie downs included. See complete set of pictures at: <https://imgur.com/a/k8TgJo4>



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # BDD18032
Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD _____ Date: Nov 2, 2018 _____ 032

Ford E450 Transit Bus seats 16 plus 2-6 wheelchairs(#30)



Select Item Type: Vehicle

Vin #: 1FDFF4FSXADA65746 Title restriction? Yes No

Odometer Reading: 85,726 Accurate? Yes No Unknown

Year: 2010 Make: FORD

Model: E450 Does it Start? Yes No With Boost Does it run? Yes No

Color: White Exterior Condition? Good Minor Dents, Dings Scratches or rust Sever dents, Dings Scratches or Rust

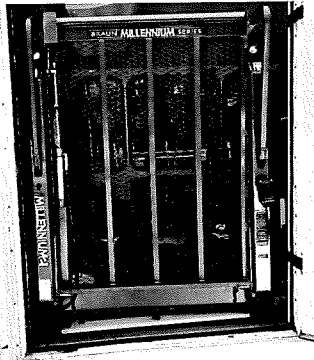
Interior Cloth Leather Other Interior Condition? Good Fair Poor

Additional Comments

2010 Ford E450 Transit. Very low miles, excellent overall condition, virtually rust free. Seats up to 16 + driver and 2-6 wheelchairs. 6.8 litre gas engine, automatic transmission, hydraulic brakes, front and rear air conditioning and heat, heated/remote controlled mirrors, mor/ryde suspension, Q-straint wheelchair tie downs included, excellent tire tread, lighted and heated steps, Braun Millenium 2 wheel chair lift, Q-straint wheelchair tie downs included. See complete set of pictures at: <https://imgur.com/a/Xbdhviz>



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason Title: Operations Director Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

CCT18005

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

Oct 25, 2018

005

KEY BOARDS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	DELL	KB212-B	??	BLACK , PLUG IN BOARDS
3	MICROSOFT	X3-51784	??	SK-8200 BLACK AND CREAM , PLUG IN BOARDS
2	HP	KB-0316	??	BLACK , PLUG IN BOARDS
1	PC CONCEPT	SK-8200	??	CREAM, PLUG IN BOARDS

Additional Comments

THESE ITEMS WORKED WHEN LAST USED. THERE MAY BE SOME KEYS THAT STICK ON A COUPLE OF THEM.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: CONNIE VAN HOOK

Title: CHIEF DEPUTY CLERK

Phone Number 513-695-2465

Location of Item: WARREN COUNTY COURT - 822 MEMORIAL DRIVE, LEBANON , OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

FAC18063

GovDeals Item Inspection Form

Facilities Management

Date:

8/7/18

063

Backpack Sprayer



Select Item Type

Single Item

Category

Janitorial Equipment

Brand

Steri-Fab

Model #

13400-THD

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

The sprayer was taking out of service because the pump has broken. The sprayer tank reservoir holds 4 gallons (15 Liters). The sprayer was used for pest control.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Admin

Phone Number 513-695-2411

Location of Item: Warren County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # FAC18064

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date: 8/7/18

064

Dremel and Accessories



Select Item Type

Single Item

Category Tools, All Types

Brand Dremel

Model # MM45

Serial # F013MM4500

Date Removed From Service

Did Item Work When Removed?

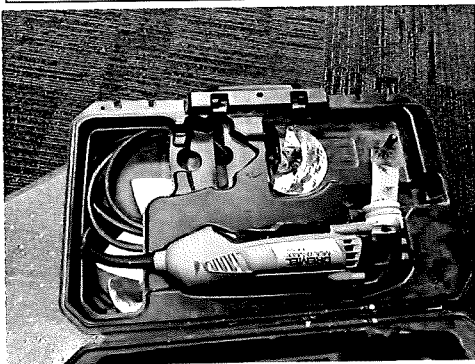
Yes

No

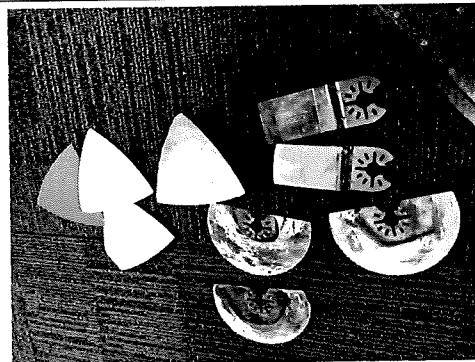
Unknown

Additional Comments

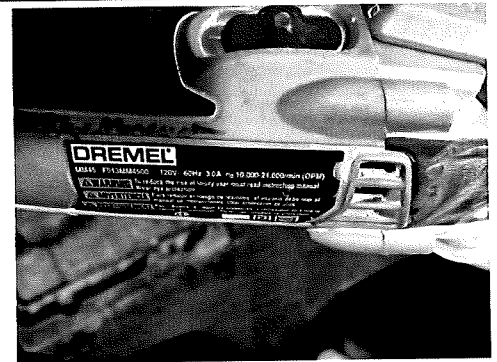
Dremel multi-max was removed from services due to it does not work anymore. The case is in good working condition and the attachment accessories are worn out.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 430 Justice Drive, Lebanon, Ohio 45036- Facilities Management

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

FAC18065

GovDeals Item Inspection Form

Facilities Management

Date:

Nov 2, 2018

065

Misc. Cleaning Products



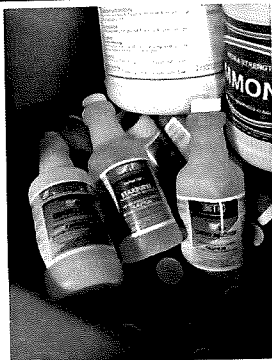
Select Item Type

Lot of Multiple Items

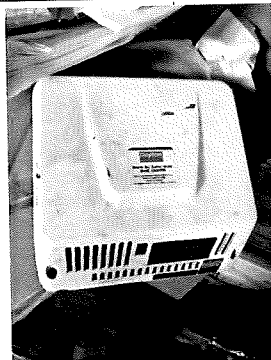
Qty	Brand	Model	Working Condition Y/N	Description
11	SUN BRITE			AMMONIA 1GAL
2	PURELL			HAND SANITIZER DESPENSOR
19	RMC			PROXI MULTI-SURFACE CLEANER 1/2 GAL
9	SHARECORP			ORANGE SPRAY MAGIC CLEANER 1 QUART
6				HEALTHY HANDS - PINK ANTIBACTERIAL HAND CLEANER 18 FLOZ
4	GOJO			PINK ANTIBACTERIAL LOTIAN SOAP 2L- BAGS FOR DISPENSOR
6	GOJO			BOXES OF PURELL HAND SANITIZER 1L - BAG FOR DISPENSOR
36				GREEN KLEAN- REPLACEMENT VACUUM BAGS FOR TORNADO CV30 & CV38:
5				SANITAIRE REPLACEMENT VACUUM BAGS STYLE D FITS MODEL SERIES: SC9180.....
20	JANITIZED			REPLACEMENT VACUUM BAGS

Additional Comments

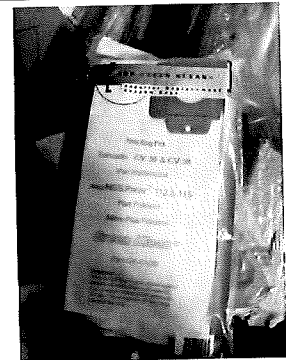
1 BOX OF OF MISC. OF . 1 GAL OF FLASH CLEAN ORGANIC ACID CLEANER. 2 TIRES, 1 GAL OF BETCO UNTOUCHABLE FLOOR FINISH & BASE COAT. 1 GAL OF SPARTAN-DAMP MOP DETERGENT CONCENTRATE. 1 DAYTON WARM AIR HAND DRYER MODEL#:3BU95B



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: Facilities Management warehouse

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

SEW18008

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Sewer

Date:

7/23/18

008

2008 FORD F-250



Select Item Type

Vehicle

Vin #

1FTSX21558ED63600

Title restriction?
 Yes No

Odometer Reading

156158

Accurate?
 Yes No Unknown

Year

2008

Make

FORD

Model

F-250

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

WHITE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Severe dents, Dings
Scratches or Rust

Interior

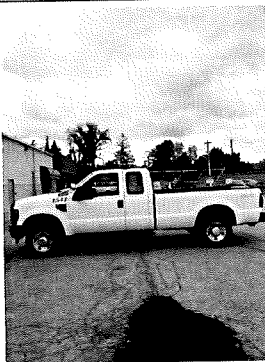
Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

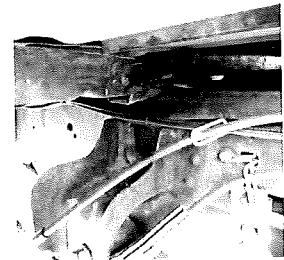
2008 FORD F-250. 5.4L V8 AUTOMATIC TRANSMISSION. 4WD. TAN INTERIOR. LIGHT BAR AND TOOLBOXES IN BED INCLUDED. TRUCK BED FRAMING IS RUSTING AWAY AND LARGE RUST HOLES IN REAR BUMPER.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Henley

Title: Admin. Asst.

Phone Number 513 695 2307

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

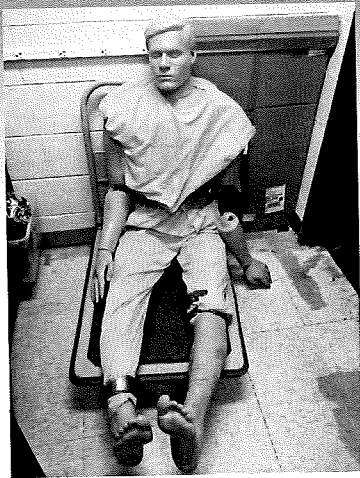
GovDeals # SHF18107

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff _____ Date: Jul 9, 2018 107

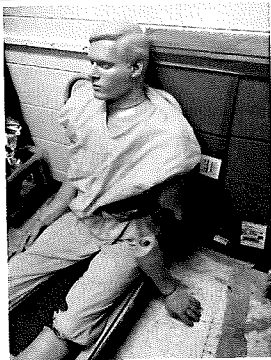
Training Mannequin



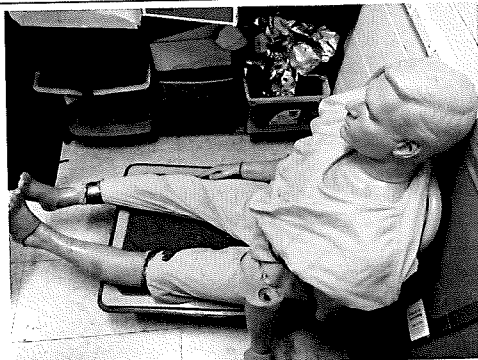
Select Item Type: Single Item
Category: Fire and Police Equipment Brand: _____
Model #: _____ Serial #: _____
Date Removed From Service: 7/9/18
Did Item Work When Removed? Yes No Unknown

Additional Comments

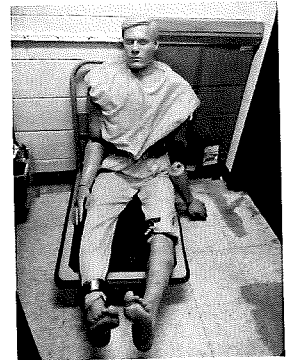
Adult size training mannequin, approximately 165 lbs. Left forearm is detached. May just need a nut and bolt to reattach. Fair condition.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop Title: WCSO - Fiscal Phone Number _____

Location of Item: WCSO _____

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # WAT18003

Michael D. Shadoan
Director

GovDeals Item Inspection Form

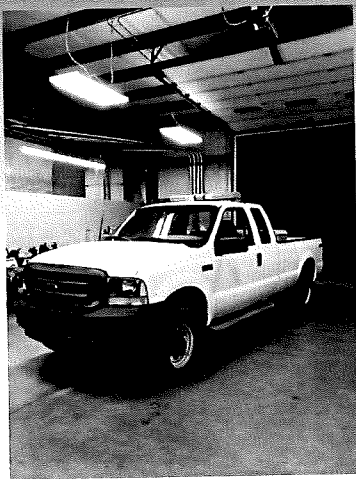
Water & Sewer - Water

Date:

Oct 22, 2018

003

2003 FORD F-250



Select Item Type

Vehicle

Vin #

1FTNX21L43EC43212

Title restriction?
 Yes No

Odometer Reading

168567

Accurate?
 Yes No Unknown

Year

2003

Make

FORD

Model

F-250

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

WHITE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

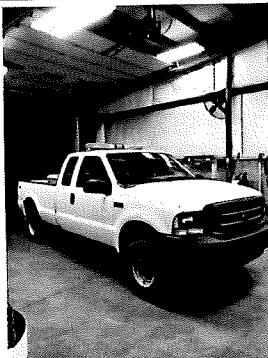
Cloth Leather Other

Interior Condition?

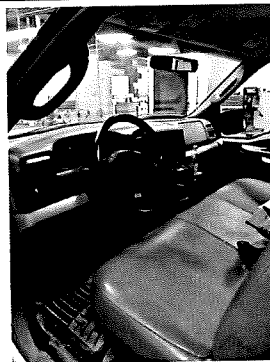
Good Fair Poor

Additional Comments

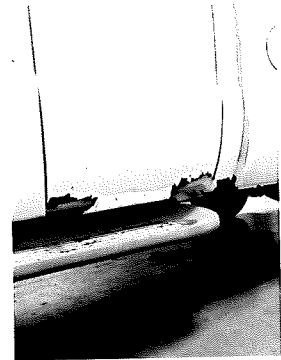
2003 FORD F-250. 5.4L V8 AUTOMATIC TRANSMISSION. 4WD. GREY INTERIOR. LIGHT BAR AND TOOLBOX IN BED INCLUDED. ROCKERS, CAB CORNERS, AND BED HAVE LARGE AMOUNTS OF RUST. REAR BRAKE LINE IS LEAKING AND WILL NEED TOWED.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1757

Adopted Date November 13, 2018

APPROVE AND ENTER INTO A SUBCONTRACTOR AGREEMENT BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES (SUBCONTRACTOR) AND HUMAN SERVICES RESEARCH INSTITUTE (HSRI)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Subcontractor Agreement on behalf of the Department of Children Services and Human Services Research Institute; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Human Services Research Institute
Children Services (file)

Sub-Contract Agreement # 1027-Warren

**HUMAN SERVICES RESEARCH INSTITUTE
SUBCONTRACTOR AGREEMENT**

AGREEMENT entered into this 1st day of July 2018 by and between Human Services Research Institute ("HSRI") and the Warren County Board of Commissioners, on behalf of Warren County Children Services (the "Subcontractor") under HSRI Project Number 1027-03.

WHEREAS, HSRI has entered into an agreement with the Subcontractor to assist with the Evaluation of Ohio's Title IV-E Waiver "ProtectOHIO".

WHEREAS, HSRI desires to engage the Subcontractor to provide certain services and the Subcontractor desires to be engaged by HSRI to provide certain services; and

NOW, THEREFORE, HSRI and the Subcontractor ("the parties") hereby agree as follows:

1. Engagement of Subcontractor

- 1.1 Services to be Furnished by the Subcontractor. HSRI hereby engages the Subcontractor to provide the services set forth on Exhibit A, as amended in writing by mutual consent of the parties from time to time, which is attached hereto and incorporated herein by reference. Such services shall be rendered in a manner satisfactory to HSRI.
- 1.2 Retention of Control. HSRI shall at all times maintain and continue to exercise such control over its assets and operations as is required from time to time under its policies and applicable federal, state or local laws, regulations, policies or directives.
- 1.3 Accountable to HSRI. The Subcontractor shall be directly accountable to HSRI's Project Director, as identified by HSRI, for the performance of all of its duties and obligations pursuant to this Agreement. The Subcontractor shall maintain appropriate and sufficient records as required by HSRI, and shall provide periodic and final reports to HSRI as specified in Exhibit A. The Subcontractor's records with respect to its activities and finances under this Agreement shall be available to HSRI for examination upon request.
- 1.4 Compliance.

- 1.4.1 The Subcontractor shall perform its duties and obligations under this Agreement in material compliance with the following, as in effect from time to time:
- (a) all applicable federal, state or local laws, regulations, policies or directives;
 - (b) all requirements of applicable contracts entered into by HSRI, which requirements shall be provided by HSRI to the Subcontractor as necessary;
 - (c) policies and directives adopted from time to time by HSRI and provided to Subcontractor.

1.4.2 The Subcontractor shall, at its own expense:

- (a) maintain on behalf of itself and its employees, agents and independent contractors, all licenses, permits or certificates and pay all fees required in order to perform its obligations under this Agreement;
- (b) submit in timely manner all required governmental or grant-related reports, with a copy to HSRI.

2. Compensation. As full compensation for the performance by the Subcontractor of the Subcontractor's obligations hereunder, the Subcontractor shall be paid in accordance with Exhibit B, as amended in writing by mutual consent of the parties from time to time.

- 2.1 Invoicing - All invoices should include;
- The HSRI Project # assigned to this agreement (mentioned above)
 - A brief description of services (i.e. Incentive for Services)
 - Company name, address, Tax ID #
 - Who the check should be payable to.
 - The total amount of the invoice payment (\$9,000.00) should be **CLEARLY** listed.
 - All invoices should be emailed to: Cailin Wheeler at cwheeler@hsri.org

2.2 W-9 Form
Attached to this agreement is a W-9 Form, which must be filled out and accompany the finalized agreement.

2.3 Electronic Funds Transfer (EFT)
HSRI will pay the Subcontractor through an EFT. The EFT will be automatically and securely deposited into a designated bank account. HSRI will email a statement showing detailed information of the payment.

Attached to this agreement is an EFT Form, which must be filled out and accompany the finalized agreement. If your financial institution does not accept EFT Payments, indicate it on the attached EFT Form, and HSRI will issue payment through routine paper check disbursement methods.

3. Independent Contractor. In providing services under this Agreement, the Subcontractor is and shall at all times act as an independent contractor, not as an employee or agent of HSRI. Neither HSRI nor any personnel employed by HSRI shall be treated as employees or agents of the Subcontractor. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either party be liable for the debts or obligations of the other.

4. Term; Termination.

4.1 Term.

The term of this Agreement shall be from July 1, 2018 to June 30, 2019. Upon the expiration of the term of this Agreement, the rights and obligations of the parties hereunder shall terminate except as otherwise specifically provided in this Agreement.

4.2 Termination.

4.2.1 This Agreement may be terminated by either party upon the material breach by the other of its obligations under this Agreement; provided, however, that written notice of such breach and the intent to terminate this Agreement has been given to the breaching party and such breach has not been remedied within thirty calendar days of such notice.

4.2.2 This Agreement shall terminate automatically and immediately in the event of: (I) the revocation, suspension or non-renewal of any certificate, license, or permit required for a party to meet its obligations under this Agreement; (ii) the non-renewal or cancellation of insurance required under Section 5 of this Agreement; or (iii) the bankruptcy or insolvency of either party.

5. Insurance/Indemnification

- 5.1 HSRI and the Subcontractor shall each maintain or cause to be maintained at no expense to the other, professional malpractice, general liability and worker's compensation insurance for itself and its employees in an amount and form acceptable to each other. Upon request, each party shall furnish to the other a current certificate of insurance. Each party shall provide the other with thirty (30) days advance, written notice of any proposed alteration, non-renewal or cancellation of insurance required hereunder.
- 5.2 Each party shall promptly notify the other of any claim or suit alleged to arise out of any activity or activities undertaken pursuant to this Agreement.
- 5.3 HSRI shall indemnify and hold harmless the Subcontractor, its agents, and its employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability incurred by Subcontractor which are caused by the negligence of HSRI, its employees, or its independent contractors (with the exception of Subcontractor) occurring in connection with the subject matter of this Agreement.

6. Confidentiality.

- 6.1 At any time, unless acting with HSRI's prior written consent, Subcontractor shall not, directly or indirectly, divulge, furnish, or make accessible to anyone, or appropriate to its own use, or to the use of any third party, any knowledge or information with respect to the business, operations, techniques or patient or customer lists of HSRI.
- 6.2 The parties acknowledge that Subcontractor is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Subcontractor's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Subcontractor shall have no duty to defend the rights of HSRI or any of its agents or affiliates in any records requested to be disclosed.
- 6.3 HSRI shall not disclose or disseminate confidential child welfare information pursuant to state and federal confidentiality laws, including, but not limited to Ohio Revised Code Chapters 2151 and 5153, and rules promulgated by the Director of Job and Family Services in the Ohio Administrative Code, including O.A.C. 5101:2-33-21(R)(1) – (3). In the event HSRI discovers it has disclosed confidential child welfare information, it shall immediately notify Subcontractor in writing of the information or records disclosed, the time and manner of disclosure, and

the circumstances surrounding the disclosure. HSRI shall accept all liability for unauthorized dissemination of information.

7. Intellectual Property. All patents, copyrights or other forms of intellectual property (the "Intellectual Property") owned by or belonging to HSRI shall remain the sole and exclusive property of HSRI. The Subcontractor shall not transfer, disclose or otherwise share such Intellectual Property with any person or entity other than HSRI, its employees and agents without the express written consent of HSRI. All Intellectual Property arising from or otherwise relating to the provision of services under this Agreement shall become the sole and exclusive property of HSRI unless the Subcontractor can establish that the information or concept giving rise to the Intellectual Property was (a) known to or developed by the Subcontractor before the identification or development of such information or concept by the Subcontractor or HSRI under this Agreement, as shown by prior written records of the Subcontractor, and (b) developed independently of any documents, data or other information obtained by the Subcontractor from HSRI.

8. Publication. News releases, publications or any announcements of information which relate to work or activities covered by this Agreement are permitted only upon approval and the prior written consent of the HSRI Project Director, and, as necessary, certain federal or state agencies, as identified by HSRI.

9. Miscellaneous.

9.1 Certification. The Subcontractor certifies that its time and expenses charged against this Agreement are not being paid for under any other grant or contract.

9.2 Assignment. This Agreement may not be assigned except with the prior written consent of the non-assigning party.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

9.4 Amendment. This Agreement may be amended only by the written consent of the parties.

9.5 Notices. Any notice, approval or consent required or permitted under the terms of this Agreement shall be in writing and shall be sent via email to each party as follows:

To: David Hughes at dhughes@hsri.org
Human Services Research Institute
2336 Massachusetts Avenue
Cambridge, MA 02140

To: Susan Walther at Susan.Walther@jfs.ohio.gov
Warren County Children Services Board
416 South East Street
Lebanon, Ohio 45036

Either of the parties, by written to other, may designate such other email address or addressee to which notice must be sent.

- 9.6 Entire Agreement. This Agreement contains the entire understanding of the parties on the subjects to which it relates and there are no further or other agreements or understandings, written or oral, beyond those expressly set forth in this Agreement or any attached exhibit.
- 9.7 Severability. The provisions of this Agreement are severable, and in the event that any one or more of the provisions hereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 9.8 Captions. The captions hereunder are for the convenience of the parties and shall not control or affect the interpretation of this Agreement.

Executed on the date of the last signature herein.

BOARD OF COUNTY COMMISSIONERS,
WARREN COUNTY, OHIO

By: [Signature]
Name: Tom Grossmann
Title: President
Date: 11/13/18
Resolution No.: 18-1757

HUMAN SERVICES RESEARCH INSTITUTE

By: [Signature]
Name: David Hughes
Title: President
Date: 10/31/2018

SUBCONTRACTOR

By: [Signature]
Name: Susan M. Walther
Title: Director
Date: 11/11/18

Is the Subcontractor a Corporation: Yes No

Is the Subcontractor any of the following:

- Yes No Small business
 Yes No Small disadvantaged business
 Yes No Women-owned business
 Yes No HUBZone business
 Yes No Veteran-owned business
 Yes No Service-disabled veteran-owned

APPROVED AS TO FORM

[Signature]
Kathryn M. Horvath
Asst. Prosecuting Attorney

EXHIBIT A

SERVICES TO BE PROVIDED BY SUBCONTRACTOR

1. Services:
 - a. Participate in telephone interviews or site visits conducted by HSRI staff, and web-based surveys as needed, exploring Warren County Children Services Board practices related to topics such as family meetings, support for kinship caregivers, and service system changes.
 - b. Provide county expenditure documents and participate in phone interviews with HSRI and the Chapin Hall Center for Children to gain a complete understanding of Warren County Children Services Board expenditure data related to foster care, supports for kinship caregivers, and family meetings.
 - c. Assure that Warren County Children Services Board staff utilize several specific parts of SACWIS, including the supervisory sign-off on the Family Assessment section of CAPMIS and the Living Arrangement module, completely and in a timely manner.
 - d. Respond to telephone and/or written requests from HSRI and/or Westat to clarify SACWIS data pertaining to Warren County Children Services Board (throughout contract period).
 - e. Otherwise respond to telephone and/or written requests from HSRI concerning activities and status of the Warren County Children Services Board.

2. Interim or periodic milestones to be met by Subcontractor: NONE

3. Subcontractor record keeping requirements: NONE

4. Compliance requirements to be specifically identified (see Subcontract sec. 1.4): NONE

5. Subcontractor reports to be provided to HSRI: NONE

EXHIBIT B
COMPENSATION TO SUBCONTRACTOR BY HSRI FOR SERVICES RENDERED

1. Compensation to be paid by HSRI (e.g., hourly rates, maximum amounts)

HSRI agrees to pay a total of \$9,000.00 to the Subcontractor, payable as one lump sum. The funding for eligible projects and initiatives, as outlined in Exhibit A, shall be spent down unless extended with the agreement of all parties and by amendment, as approved by HSRI.

2. Invoices and documentation to be submitted by Subcontractor, and deadlines for submittal to HSRI

The Subcontractor must submit an invoice to HSRI in accordance with Section 2.1 of this agreement in order to receive the \$9,000.00. The invoice may be submitted once the contract is fully executed. HSRI will pay the Subcontractor no later than one month after receiving the invoice.

Resolution

Number 18-1758

Adopted Date November 13, 2018

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES (AGENCY) AND MENTAL HEALTH AMERICA OF NORTHERN KENTUCKY AND SOUTHWEST OHIO (PROVIDER)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Children Services and Mental Health America of Northern Kentucky and Southwest Ohio; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Mental Health America of Northern Kentucky and Southwest Ohio
Children Services (file)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WARREN COUNTY CHILDREN SERVICES
AND
MENTAL HEALTH AMERICA
OF NORTHERN KENTUCKY AND SOUTHWEST OHIO**

This Memorandum of Understanding (“MOU”) is entered into by and between Warren County Children Services (hereinafter “Agency”), 416 S. East Street Lebanon, OH 45036 and the Mental Health America of Northern Kentucky and Southwest Ohio, (hereinafter “Provider”), 912 Scott St. Covington, Kentucky 41012 (collectively referred to herein as the “Parties”).

WHEREAS, the Ohio Attorney General created a pilot program to serve families harmed by parental opioid abuse in southern Ohio, known as the Ohio Sobriety, Treatment, and Reducing Trauma (“Ohio START”) program; and

WHEREAS, the purpose of the Ohio START program is to address childhood trauma caused by parental drug abuse and adult trauma that may have led to drug dependency; and

WHEREAS, the Parties will work collaboratively as Family Teams to provide coordinated wrap-around services and intensive case management to achieve the purpose of the Ohio START program; and

WHEREAS, the Parties have entered into an agreement for the provision of specialized victim services for families participating in the Ohio START program; and

WHEREAS, the Parties understand that in the course of performing the responsibilities of the Ohio START program, Provider may have access to certain child welfare and other information from Agency which is considered confidential information (“Confidential Information”); and

WHEREAS, the Parties understand that in the course of performing the responsibilities of the Ohio START program, Agency may have access to certain healthcare, drug treatment, and other information from Provider which is considered (“Protected Health Information”); and

WHEREAS, the Parties wish to ensure the proper and confidential sharing of the Confidential Information and the Protected Health Information by setting forth the roles and responsibilities of the Parties; and

NOW, THEREFORE, the Parties, in consideration of the mutual promises, agreements and covenants herein contained, agree as follows:

I. PURPOSE

For the purpose of performing the Parties’ responsibilities under the Ohio START program as set forth in attachment 1 SCOPE OF WORK, the Parties may have access to Confidential Information and/or Protected Health Information. This MOU establishes a process between the Parties to properly and confidentially transmit and share Confidential Information and Protected Health Information between themselves and to set forth the terms and conditions governing the information-sharing process. The Confidential Information and Protected Health Information will be transferred via an agreed upon method of transmission.

II. COMPENSATION

A. Agency shall pay Provider no more than \$ 16.42 per hour which includes applicable administrative fees for the Work performed up to 40 hours per week; any time over this must be preapproved by the Agency. This shall not include any Medicaid billable time or covered administrative costs.

B. The total amount due shall be computed according to the following cost schedule:

1. Cost Schedule No later than the 5th of each month following the report month, Family Peer Mentor shall provide monthly invoice approved by the Provider Designee. Monthly total hours x 16.42 per hour = Provider monthly invoice total. Any cost above the standard \$16.42 per hour including administrative or related fees must be agreed upon within the MOU and itemized on the provider's monthly invoice.

C. Travel policy of contracting agency shall be adhered to for any mileage incurred by the Family Peer Mentor for work performed. Consultant shall only be reimbursed for approved mileage as outlined in Attachment 2 and completed on the approved mileage form (Attachment 3).

D. The Agency will provide a cell phone for each Family Peer Mentor assigned to work with OH-START families in Warren County.

E. After Provider receives a purchase order, Provider shall submit an invoice for the Work performed consistent with Article I and Article III, Compensation and applicable Invoice form (Attachment 4). Each invoice shall contain an itemization of the Work performed, including dates the Work was performed, and total hours worked. All invoices shall contain the Provider's name and address. After receipt and approval by Agency of a proper invoice, as determined by Agency, payment to Provider will be made promptly. Unless otherwise directed by Agency, invoices should be directed to Agency Business Manager, Jennifer Carman, 416 S. East Street Lebanon, OH 45036, Jennifer.carman@jfs.ohio.gov.

III. RESPONSIBILITIES OF THE PARTIES

A. Agency agrees to do the following:

1. Transfer Confidential Information to Provider in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
2. Consult with Provider to ensure the Confidential Information is stored securely.
3. Use appropriate safeguards in storing Protected Health Information received from Provider. While Agency is not a Business Associate of Provider pursuant to the Health Information Portability and Accountability Act ("HIPAA"), Agency should undertake efforts to store information in compliance with Subpart C of 45 CFR Part 164, which includes:
 - a. Ensuring confidentiality, integrity, and availability of Protected Health Information stored both in physical and electronic form;
 - b. Protect against any reasonably anticipated threats to the security of the Protected Health Information;
 - c. Protect against any impermissible disclosures of the Protected Health Information;

- d. Limit access to Protected Health Information to authorized employees of Agency and ensure that Protected Health Information is utilized only according to the Purpose and executed release;
 - e. Track who has accessed Protected Health Information;
 - f. Report to Provider any use or disclosure of Protected Health Information not permitted in the Purpose or executed release;
 - g. Protect Protected Health Information from improper alteration or destruction; and
 - h. Ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Agency agree to the same restrictions, conditions, and requirements.
 4. Only use the Protected Health Information for the Purpose and for no other reason.
 5. Immediately notify the Provider of any known or suspected unauthorized disclosure of the Protected Health Information.
 6. Immediately notify the Provider of any requests for the Protected Health Information and refer the requestor of the Protected Health Information to the Provider.
 7. During performance of this Agreement and for a period of six (6) years after its completion, Consultant shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to Agency as Agency may reasonably require.
 8. Obtain an executed release, in the form attached hereto as Exhibit A, from the clients who are eligible and selected to participate in the Ohio START program and store the executed releases in a secure manner.
 9. Actively participate in the Ohio START program evaluation performed by The Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs.
- B. The Agency point of contact shall be Shawna Barger, Deputy Director, #513-695-1699, Shawna.barger@jfs.ohio.gov.
- C. The Provider agrees to do the following:
 1. Transfer Protected Health Information to Agency in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
 2. Consult with Agency to ensure the Protected Health Information is stored securely.
 3. Use appropriate safeguards in storing Confidential Information received from Agency. Provider must ensure the access and protection of the Confidential Information is in compliance with all state and federal laws that govern the protection of child welfare data, including, but not limited to those set forth in Exhibit B attached hereto and updated as of March 2017, as may be amended or supplemented from time to time.
 4. Only use the Confidential Information for the Purpose and for no other reason.
 5. Protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.

6. Restrict access to the Confidential Information to its personnel engaged in a use permitted by this MOU, provided that such personnel are bound by obligations of confidentiality similar to the terms of this MOU.
 7. Immediately notify the Agency of any known or suspected unauthorized disclosure of the Confidential Information.
 8. Return and/or destroy any Confidential Information transferred to Provider by Agency upon the termination or expiration of this MOU.
 9. Immediately notify the Agency of any requests for the Confidential Information and refer the requestor of the Confidential Information to the Agency.
- D. The Provider point of contact shall be Michelle Rolf, Warren and Clinton County Area Director/Compeer Director, 513-562-2581, mrolf@mhankyswoh.org.

IV. OWNERSHIP OF CONFIDENTIAL INFORMATION AND LIABILITY

- A. The Parties agree that the Confidential Information provided under this MOU is and will remain the property of the Agency.
- B. The Parties agree that the Protected Health Information provided under this MOU is and will remain property of the Provider.
- C. The Parties agree that the confidentiality obligations set forth in this MOU survive the termination or expiration of the MOU.
- D. Provider understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Confidential Information.
- E. Agency understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Protected Health Information.

V. TIME OF PERFORMANCE

- A. This MOU is effective as of the last date signed below and shall be effective for a period of one year. Thereafter, this MOU shall automatically renew for successive years unless terminated as set forth herein. If automatically renewed, this MOU shall not be effective past the date of the Ohio START pilot program, which terminates on October 1, 2019.
- B. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

VI. GOVERNING LAW

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

VII. SUSPENSION AND TERMINATION

- A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.
- B. If this MOU is breached, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.
- C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.

VIII. ASSIGNMENT AND WAIVER

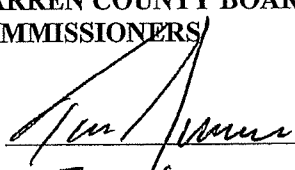
- A. Neither party may assign its rights or delegate its duties or obligations under this MOU without prior written consent of the other party.
- B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

IX. ENTIRE AGREEMENT/MODIFICATION

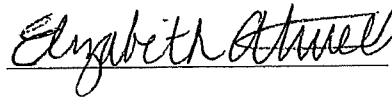
This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing. Any prior agreements, promises or representations not expressly set forth in this MOU shall have no force or effect.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

WARREN COUNTY BOARD OF COMMISSIONERS

By: 
 Name: Tom Grossmann
 Title: President
 Date: 11/13/18

MENTAL HEALTH AMERICA OF NORTHERN KENTUCKY AND SOUTHERN OHIO

By: 
 Name: Elizabeth Atwell
 Title: EXECUTIVE DIRECTOR
 Date: 10/12/18

APPROVED AS TO FORM

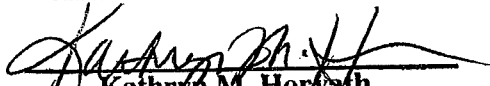

 Kathryn M. Horvath
 Asst. Prosecuting Attorney

EXHIBIT A
Ohio START Program Release Form



Ohio START Authorization to Release Confidential Information

Name: _____ Date of Birth _____

Address: _____

Phone: _____

Child(ren)'s Names and Date(s) of Birth: _____

I _____ hereby authorize _____
(name of client) (name of treatment provider)

to disclose the following information (please initial next to all that apply):

- _____ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- _____ (2) Information regarding my status/my child(ren)'s status as a patient in alcohol and/or drug treatment
- _____ (3) Parenting evaluations
- _____ (4) Treatment and subsequent evaluations of my service needs by the Ohio START program
- _____ (5) Initial and subsequent evaluations of my service needs by the Ohio START program
- _____ (6) Any and all information related to any alcohol and drug treatment program(s) that have provided me services
- _____ (7) Drug screen results
- _____ (8) Summaries of alcohol, drug and/or mental health screening and assessment results and history
- _____ (9) Summaries of alcohol, drug and/or mental health treatment/service plan(s), progress and compliance
- _____ (10) Date of discharge from alcohol, drug, and/or mental health treatment/services and discharge status
- _____ (11) Home Study Records
- _____ (12) Other: _____

I authorize the disclosure of the above information to the following people (please initial next to all that apply):

- _____ (1) The Ohio START Case Team (including but not limited to):
 - a. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
 - b. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
 - c. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036
 - d. Family Peer Mentor, MHA, placed at 416 S. East Street Lebanon, OH 45036
 - e. Family Peer Mentor Supervisor, MHA, 912 Scott St. Covington, KY 41012
 - f. Treatment Provider of Choice: _____
 - g. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036
- _____ (2) Other _____

I further authorize Warren County Children Services to disclose the following information (please initial next to all that apply):

- _____ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- _____ (2) Parenting evaluations
- _____ (3) Treatment and subsequent evaluations of my service needs by the Ohio START program
- _____ (4) Initial and subsequent evaluations of my service needs by the Ohio START program
- _____ (5) Drug screen results
- _____ (6) Home Study Records

_____ (7) Other: _____

(Continued on back side)

I authorize the disclosure of the above information to the following people (please initial next all that apply):

_____ (1) The Ohio START Case Team (including but not limited to):

- h. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
- i. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
- j. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036
- k. Family Peer Mentor, MHA, placed at 416 S. East Street Lebanon, OH 45036
- l. Family Peer Mentor Supervisor, MHA, 912 Scott St. Covington, KY 41012
- m. Treatment Provider of Choice: _____
- n. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036

_____ (2) Other _____

The above listed members of the Ohio START program will use this authorization for disclosure and re-disclosure to administer wrap-around services and intensive case management related to the Ohio START pilot program and to facilitate a cooperative approach through the exchange of disclosed information among the members of the Ohio START program.

This authorization will expire (please select one):

- 365 days after it is signed
- Less than 365 days (please give a specific date or event) _____

I understand that I may revoke this consent at any time with written notice or other practice in accordance with Provider's Notice of Privacy Practices, except to the extent that the Ohio START Program acted in reliance on it. 45 CFR 164.508(b)(5)(i).

I understand that the members of Ohio START program may not condition treatment, payment, enrollment, or benefits eligibility on an individual granting an authorization, except in limited circumstances. 45 CFR 164.508(4). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient(s) to carry out their official duties. 42 CFR 2.35(d).

I understand that pursuant to federal regulations governing the confidentiality of alcohol and drug abuse patient records, 42 CFR, Part 2, and the Health Insurance Portability and Accountability Act, Public Law 104-191, information regarding individually identifiable health information and that of my child(ren), including any alcohol and/or drug treatment records and/or any other information relating to past, present, or future physical or mental health condition, is confidential and cannot be disclosed without my written consent unless otherwise provided for in the regulations. This authorization is not sufficient for the purpose of the release of HIV test results or diagnoses.

My signature below indicates that I have received a signed copy of this authorization. 45 CFR 164.508(c)(4).

Date

Signature of Client or other Responsible Party

Relationship

Date

Witness Signature

Witness Print Name

EXHIBIT B

Current Laws and Regulations Governing the Protection and Access of Child Welfare Data

Federal Laws and Regulations:

42 USC §671(a)(8): Requires that all state plans involving foster care and adoption assistance provide safeguards which restrict the use or disclosure of information concerning the programs under Title IV-B.

42 USC §671(a)(20)(B)(iii): Requires that all state plans have in place safeguards to prevent the unauthorized disclosure of information in any child abuse and neglect registry maintained by the State, and to prevent any such information obtained pursuant to this subparagraph from being used for a purpose other than conducting background checks in foster or adoptive placement cases.

42 USC §674: Describes federal payments to states for foster care and adoption assistance, and permits/requires imposition of sanctions against states for violations of 42 USC 670, et seq.

42 USC §5106a(b)(2)(A)(viii): Federal grants for child protective services require a state plan to be coordinated with a state plan under Title IV-B of the Social Security Act, including an assurance (among other assurances) that the state has developed methods to preserve the confidentiality of all records in order to protect the rights of the child and of the child's parents or guardians. The methods to preserve the confidentiality can include that reports and records made and maintained pursuant to the purposes of this Act only be made available to individuals who are the subject of the report; federal, state, or local government entities, or any agency of such entities having a need for such information in order to carry out its responsibilities under law to protect children from abuse and neglect; child abuse citizen review panels; a grand jury or court upon a finding that information in the record is necessary for the determination of an issue before the court or grant jury; and other entities or classes of individuals statutorily authorized by the state to receive such information pursuant to a legitimate state purpose.

42 USC §5106a(b)(2)(A)(x): The state plan required by 42 USC 5106(b)(2)(A) also must include provisions which allow for public disclosure of the findings or information about the case of child abuse or neglect which has resulted in a child fatality or near fatality.

42 USC §5106a(c)(4)(B)(i): Members and staff of a state-established citizen review panel related to child abuse and neglect, child fatalities or foster care shall not disclose to any person or government official any identifying information about any child protective case with respect to which the panel is provided information and shall not make public other information unless authorized by state statute.

42 USC §5106a(c)(5)(A): Requires that each state that establishes a citizen review panel provide the panel access to information on cases that the panel desires to review if such information is necessary for the panel to carry out its functions.

42 USC §5106a(c)(6): Requires that each citizen review panel prepare and make available to the public, on an annual basis, a report containing a summary of the activities of the panel.

45 CFR §205.50: The restrictions set out in this regulation were the same ones that restricted the release of Aid for Dependent Children applicant, recipient and former recipient information. This regulation requires that the State plan for financial assistance under Title IV-A restrict the use and disclosure of information concerning applicants and recipients, to purposes directly connected with: (1) the administration of the plan or program; (2) investigations, prosecutions, or criminal or civil proceedings conducted in connection with the administration of any such plans or programs; (3) the administration of any other federal or federally assisted program which provides assistance, in cash or in kind, or services, directly to individuals on the basis of need; (4) information to the Employment Security Agency as required by law; (5) audits conducted in connection with the administration of any such plan or program, by a government entity authorized by law to conduct such audits; (6) administration of a state unemployment compensation program; and (7)

reporting to the appropriate agency or official information on known or suspected child abuse, or negligent treatment or maltreatment of a child receiving aid under circumstances which indicate that the child's health or welfare is threatened. The regulation also requires states to impose sanctions for unauthorized use or disclosure.

Information to be safeguarded includes at least: (1) names and addresses of applicants and recipients; (2) information related to a person's economic and social conditions; (3) evaluation of information concerning a particular individual; and (4) medical data. Release or use of information concerning applicants or recipients is restricted to those persons who are subject to standards of confidentiality comparable to those of the agency administering the financial assistance program. Generally, notice and consent of an individual is required to release information to an outside source. Courts must also be informed of statutory provisions, rules, and policies against disclosure when a recipient or applicant information is subpoenaed. This provision also applies to IV-E information.

45 CFR §1340.14(i): This regulation requires that the State provide by statute that records concerning reports of child abuse and neglect be confidential and that their disclosure be a criminal offense (see RC §§ 2151.141, 2151.421 and §2151.99). This regulation specifies certain circumstances where release of the records would be acceptable but only if the state authorizes it through statute. This regulation permits Ohio to be more restrictive with abuse/neglect information than what is set out in the regulation itself.

45 CFR §1355.21: Requires that each state plan for Titles IV-E and IV-B of the Social Security Act provide for safeguards on the use and disclosure of information which meet the requirements contained in 42 USC 671(a)(8), as well as the provisions in 45 CFR §1355.30.

45 CFR §1355.30(p)(3): Requires that safeguarding of IV-E (adoption) and IV-B (child welfare) information adhere to restrictions set out in 45 CFR §205.50 (see below).

45 CFR §1355.40: Sets forth conditions for receipt of SACWIS funds, and requires states to collect and report foster care and adoption data to the HHS Administration for Children & Families (ACF).

State Laws:

OAC 5101:2-33-70 allows access to PCSAs, (K) Private child placing agencies (PCPAs) and private non-custodial agencies (PNAs), (L) IV-E Juvenile Courts, (M) Prosecutors representing PCSAs, (N) Wendy's Wonderful Kids recruiters and (O) PCSA interns.

(P) No direct access to SACWIS or any other state of Ohio database shall be requested by or on behalf of, nor approved for or granted to, any researcher conducting research under paragraph (Q) of rule 5101:2-33-21 of the Administrative Code.

ATTACHMENT 1

SCOPE OF WORK

The Warren County Children Services caseworker will work jointly with the Family Peer Mentor to deliver intensive wrap-around services to a child and his or her family.

I. Intake

- a. Cases shall be screened by Warren County Children Services using accepted screening guidelines as provided by the state of Ohio.
- b. Each case opened for investigation and identified as having drug involvement shall have the UNCOPE tool completed by an agency investigative caseworker within 15 days of the original intake that led to agency involvement.
- c. Each case opened for investigation and identified through the UNCOPE tool shall have a trauma screen completed for the adults and children by the Agency Ohio START Caseworker within 30 days of the original intake that led to agency involvement.
- d. A referral shall be made for the Ohio START program within 30 days of the original intake following the completion of the tools outlined in (b) and (c) above.

II. Ongoing/ Program

- a. To initiate the referral to the program the Ohio START Caseworker shall email the Ohio START Supervision Team within 1 business day of the referral to the program. Email shall include:
 - i. UNCOPE and trauma tools completed with the family.
 - ii. Initial list of recommended services for the family
 - iii. Date and time of the initial Family Team Meeting (FTM).
- b. Within two business days of the referral to the Ohio START program a “shared-decision making” meeting (FTM) will be held between the identified family and the Ohio-START team. This team shall include at a minimum the Family Peer Mentor assigned to the family, the assigned Ohio START Caseworker, and the family. The team may also include an identified support person for the family and a representative from the Mental Health/Recovery service provider agency as well as the CASA or GAL assigned to the family.
 - i. The purpose of the first Family Team Meeting shall be to introduce the Family Peer Mentor and to further explain the Ohio START program as well as each team member’s role to the family. This meeting shall also be used to complete a safety or prevention plan for the safe care of the children, develop the case plan and to schedule the behavioral health assessments. The family should be asked to sign releases at this meeting.
- c. The first family home visit by the assigned Case Worker and Family Peer Mentor shall be within one week of the Family Team Meeting.
- d. Each family who has been referred for the program shall meet no less than weekly with their assigned Caseworker and Family Peer Mentor for the first 60 calendar days that

they are involved with the program. No less than two of the monthly home visits shall be in the family home.

- i. When children have been placed outside of the home the Family Peer Mentor shall meet with the children in coordination with the Assigned Caseworker in the placement setting no less than quarterly for the duration of the family's participation in the program.
- e. Following the first 60 days in the program the family shall meet with their Family Peer Mentor weekly, a minimum of one contact per month shall be in the home. The family shall meet with the Assigned Caseworker as agreed upon through a Family Team Meeting (FTM) but shall be no less than every other week. A minimum of one contact per month shall be in the home.
- f. Each family working in the program shall participate in regular Family Team Meetings (FTM) which shall emphasize shared decision making and is meant to empower the family to take ownership over their long-term success. Each meeting shall include the family and the assigned Ohio START team members.
 - i. First FTM shall be held within two business days of referral to the program
 - ii. Second FTM shall be held within 30 calendar days of case referral
 - iii. Additional regularly scheduled FTMs shall be held at the time of Case Reviews and Semi Annual Reviews
 - iv. Additional FTMs may be scheduled as needed at relapse, family crisis and when treatment recommendations change
- g. Supports will be provided to the caretakers in kinship placement situations to preserve placements and provide education on addiction.
- h. Once the family has successfully graduated from the Ohio START Program the Family Peer Mentor will continue to deliver support services as appropriate and as a part of the ongoing recovery process.

III. Exit from Program

- a. A family can be unsuccessfully exited from the program should any of the following occur:
 - i. 3 consecutive unexcused missed appointments with the peer or caseworker within 6 months
 - ii. Demonstrated non-compliance with:
 1. Random drug screens
 2. Family Team Meetings (FTM)
 3. Case planned programs or services
 - iii. As determined by the team
- b. If a family is exited from the program a new PCSA worker shall be assigned to the family within 1 week of the exit date

IV. Graduation

- a. A family shall be considered to have successfully completed the program or graduated when the following conditions have been met
 - i. Completion of the caseplan
 - ii. Demonstrated sobriety as documented through:
 1. Compliance with programs
 2. Negative drug screens

3. Improved protective capacities
4. As determined by the team

V. Ohio START Team

- a. Supervision Team shall include
 - i. Ohio START Supervisor
 - ii. Family Peer Mentor Supervisor
 - iii. Ohio START Agency Investigative Supervisor
 - iv. AD HOC members as required
- b. Family Peer Mentor
 - i. Responsibilities
 1. Written weekly reports
 - a. Contact notes are to be submitted to family peer mentor supervisor on a weekly basis for approval
 - b. Approved contact notes are to be submitted to Ohio START worker within 3 business days of receipt
 2. Timely reporting of child safety issues to their supervisor and the agency Ohio-START worker
 3. Timely reporting of family issues that affect treatment and or recovery
 4. Written weekly reports of treatment progress and attendance
 5. Monthly direct line and team meetings
 6. Attendance at Family Team Meetings
 7. Advocating and assisting with timely service provision
 8. Weekly home visits for the duration of the family's participation in the program
 9. Continue to deliver services as appropriate and as a part of the ongoing recovery process after graduation from the Ohio START Program
- c. Agency Caseworker and Ohio-START worker
 - i. Responsibilities
 1. UNCOPE Assessment- intake
 2. Trauma Assessment- Ohio-START worker
 3. Case management
 4. Ensure that Family Peer Mentor notes are entered into SACWIS within 1 week of receipt
 5. Timely reporting of drug screen results
 6. Timely reporting of family issues
 7. Coordination of Family Team Meetings and attendance
 8. Development of Case Plan/Family Service Plan and monitoring of Case Review and Semi Annual Reviews
 9. Weekly home visits for the first 60 days
 10. No less than biweekly home visits for the duration of the family's participation in the program
 - a. Additional visits may be required and shall be decided upon by the Ohio START Team
- d. Behavioral Health Consultant
 - i. Responsibilities

1. Timely reporting of missed behavioral health and substance abuse treatment appointments and meetings
 2. Timely reporting of child safety issues to the Ohio-START worker
 3. Timely reporting of family issues that affect treatment and or recovery
 4. Written weekly reports of treatment progress and attendance
 5. Assistance with coordination of timely service provision
 6. Continue to deliver services as appropriate and as a part of the ongoing recovery process after graduation from the Ohio START Program
- e. Other Family Team Members
- i. Designated on a case by case basis and may include
 1. Support person designated by the family
 2. GAL (Guardian Ad Litem)
 3. CASA (Court Appointed Special Advocate)
 4. Supervision team member of Behavioral Health
 5. Supervision team member of Job and Family Services
 - ii. Team members are asked to attend meetings and participate in the decision making process

ATTACHMENT 2

Travel Policy for Peer Mentors

III. GENERAL PRACTICES

A. Staff Travel Policy

1. **Overview:** Some positions at MHA require employees to use their own vehicle for business purposes. The nature of this responsibility will vary based upon job classification and program expectations. Employees must provide MHA with a copy of a valid driver's license as well as proof of automobile insurance. It is the employee, student intern or volunteer's responsibility to provide this each time it renews. All employees are expected to abide by all State motor vehicle laws at all times while driving. Any employee or student intern/volunteer involved in an accident while on duty resulting in an injury may be required to undergo a post-accident drug and alcohol screen. The screen will be conducted through MHA's selected provider.

2. **Eligible Expenses:** MHA will reimburse employees' business-related travel expenses up to the limits approved annually by the Board in the organization's budgeting process. The Executive Director will review any cost in excess of this amount. Travelers are required to use common sense and keep in mind their stewardship of donated money in all spending decisions. Travel expenses include airfare, ground transportation, meals, lodging, telephone/fax, and tips. Prior approval for all business travel must be obtained from the employee's immediate supervisor. Travel "to" and "from" work (daily commute) are not eligible expenses.

3. **Use of Personal Vehicles:** Mileage for business use of personal vehicles will be reimbursed at the annually approved rate not to exceed the federal standard mileage rate.
Mental Health America of Northern Kentucky & Southwest Ohio

a. Mileage from work (work is considered the employees' office assignment location) to a MHA appointment or meeting and back to work.

b. The employee's normal commuting miles must be deducted for all business-related trips originating from the home residence or terminating to the home residence of the employee.

ATTACHMENT 4 INVOICE



OH-START INVOICE

SERVICE MONTH/YEAR: _____

Mental Health America (MHA)
912 Scott St. Covington, Kentucky 41012

Invoice is due to Warren County Children Services (416 S. East Street Lebanon, OH 45036
Attn: Jennifer Carman) for reimbursement by the 5th of each month for the previous month activities.

*Please attach mileage form and MHA payroll timesheet to OH-START Business Manager for audit purposes.

Personnel:

Peer Name	Hours Worked	Hourly Rate	Total
		\$13.68	
		\$13.68	

Mileage:

Peer Name	Miles	Rate	Total
		\$.520	
		\$.520	

Remit to:
MHA
P.O. Box 122604
Covington, KY 41012-2604

Total amount billable to OH-START:

Mental Health America Supervisor: _____

Date: _____

OH-START Business Manager: _____

Date: _____

Resolution

Number 18-1759

Adopted Date November 13, 2018

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR GREGORY W. WHEELER

WHEREAS, Gregory W. Wheeler, unmarried, received a deferred loan for down payment assistance for the purchase of property, known as 3771 Everett Ave., Loveland, Ohio 45140, through the First Time Homebuyer Program funded through Program Income, from the Warren County Board of Commissioners; and

WHEREAS, the Board has received payment in full for the aforementioned loan; and


NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign a Satisfaction of Mortgage for Gregory W. Wheeler.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp


cc: c/a – Wheeler, Gregory W.
OGA (file)

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 5th day of April, 2010, recorded on the 14th day of April, 2010, in Record of Mortgages, Vol. 5063 Pages 580 - 583, in the Office of the Recorder of Warren County, Ohio, executed by **Gregory W. Wheeler**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 3771 Everett Avenue, Loveland, Ohio 45140, and legally described in Exhibit "A" , attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 13th day of November, 2018, A.D.

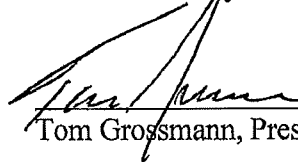
Signed and Acknowledged
In the Presence of



Signature of Witness

Laura Lander
Printed Name of Witness

Warren County Board of Commissioners

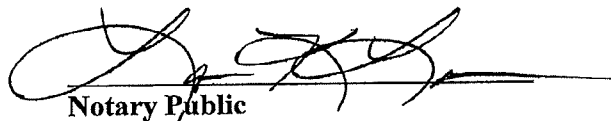


Tom Grossmann, President

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 13th day of November, 2018, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

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



Notary Public

This instrument prepared by Warren County, Ohio.



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

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 16-20-103-011

Situated in Section 20, Town 4, Range 2 North, Deerfield Township, Warren County, Ohio and being all of Lot 96 of Myrtle Village Subdivision, Section Three as the same is recorded in Plat Book 4, Page 127 of the Warren County, Ohio Plat Records of the Warren County, Ohio Recorder's Office.

Property commonly known as: 3771 Everett Avenue, Loveland, Ohio 45140

Prior Instrument Reference: Volume 4969, Page 227, of the Official Records of Warren County, Ohio

Resolution

Number 18-1760

Adopted Date November 13, 2018

APPROVE LICENSE ACQUISITION COMPENSATION AND ENTER INTO WATER LINE LICENSE AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENTS PROJECT

WHEREAS, on March 6, 2018 the Board of County Commissioners of Warren County, Ohio adopted Resolution 18-0325 determining the necessity for the appropriation of property for the construction of the Lower Springboro Road Water Improvement Project; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the construction, operation and maintenance of 18,400 feet of waterline extending from Lower Springboro Road near the intersection of Township Line Road to the Village of Corwin; and

WHEREAS, the construction of the project requires a license agreement for the waterline to occupy 1.9711 acres of property owned and managed by the State of Ohio, Department of Natural Resources for a period of 25 years with one 25-year renewal and consideration of \$1,000.00 plus \$250.00 writing fee, for a total compensation of \$1,250.00; and

Parcel #	Owner	Compensation
06-21-502-001	State of Ohio	\$1,250

NOW THEREFORE BE IT RESOLVED, to enter into a License Agreement with the State of Ohio for parcels located along the waterline alignment and approve compensation in the amounts aforementioned. Copy of said agreements are attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – State of Ohio
Easement file
Water/Sewer (file)
Recorder (certified)

STATE OF OHIO

DEPARTMENT OF NATURAL RESOURCES

PROJECT: WATER LINE

COUNTY: WARREN

AREA: LITTLE MIAMI TRAIL

NUMBER: 22101817

LICENSE

WHEREAS, the State of Ohio through the Department of Natural Resources, Division of Parks and Watercraft, ("ODNR") by authority of Section 1546.02 of the Revised Code of Ohio, has undertaken the administration, management and use of certain lands belonging to the State of Ohio; known as Little Miami Scenic Trail; and

WHEREAS, the Warren County Board of County Commissioners, desires to construct, operate and maintain one water line upon, under, over, and across a portion of said State land (the "Project"); and

WHEREAS, by and in accordance with the authority vested in the Director of the Department of Natural Resources under Section 1501.01 of the Revised Code of Ohio, the Director has determined that the construction, operation and maintenance of the water line is in the public interest and deems the giving of this License advantageous to the State.

NOW, THEREFORE, this agreement for a License ("License") is made and entered into between the State of Ohio, acting by and through the Director, Department of Natural Resources (the "State" or "ODNR"), and the Warren County Board of County Commissioners, whose address is 406 Justice Drive, Lebanon, Ohio 45036 ("Licensee").

WITNESSETH: That ODNR in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration as specified under Item Two below and the covenants and agreements hereinafter contained does hereby give unto the Licensee a License with the right, privilege and authority to construct, operate and maintain a water line upon, under, over, and across ODNR owned property known as Little Miami Scenic Trail upon the following terms and conditions:

1. Location of Water Line. The portions of said State land subjected to this License are situated in Warren County, Ohio. The exact location of the future water line is more particularly shown on Exhibit A, attached hereto and made a part hereof.
2. Term and Consideration. The term of this License shall be for a period of 25 years beginning on the "Effective Date" of this License, as defined below, and ending December 31, 2043 with one 25-year renewal upon mutual consent. Consideration for this agreement shall be \$1,000.00 plus \$250.00 for a writing fee, for a total of \$1,250.00.
3. Notice of Entry to ODNR. Prior to any construction or maintenance under this License, the Little Miami Scenic Trail Manager shall be given two (2) business days' notice. This prior two business days' notice shall not apply in the event of an emergency, but Licensee shall notify the Little Miami Scenic Trail Manager as soon as practicable after the emergency.

4. Notice of Pesticide. Licensee shall not use any pesticide or herbicide on ODNR's Parks and Watercraft's land, unless approved by the Division of Parks and Watercraft in writing prior to application. Licensee shall submit a pesticide application at least 30 days prior to use.
5. Compliance with Laws. Licensee must acquire all local, state and federal permits required for use of this License.
6. Liability. Licensee agrees to construct, operate and maintain the water line in a good and responsible manner for the purpose for which it is intended. ODNR shall have no responsibility for the construction, operation and maintenance of the water line. Licensee shall occupy and use the property subject to this License at its own risk and expense.

Each party agrees to be responsible for any negligent acts or omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this License shall impute or transfer any such responsibility from one to the other.

7. Clearing Permitted. Licensee may clear the licensed area of all trees, hedges and underbrush from the ground up. The clearing of the area shall be the minimum necessary for the Project. Immediately after construction, the Project area shall be restored, as near as possible, to its original condition. Brush, branches, and refuse arising from the Licensee's activities shall be removed from the area and vicinity and disposed of or destroyed without delay. Burning within the area or adjacent land shall be under the supervision of the Chief of the Division of Parks and Watercraft and in accordance with his instructions. Licensee shall take all reasonable precautions to prevent and suppress all forest fires on the area covered by this License and agrees to comply with the forest fire laws of the State of Ohio.
8. Damage to the Property and Restoration. Licensee shall pay ODNR for any damage to the property covered by this License, which results from Licensee's activities. Licensee shall fully repair all damage, other than ordinary wear and tear, to fences, roads and trails caused by Licensee in the enjoyment of the License.
9. Change of Licensee's Address. Licensee shall immediately give written notification to the Ohio Department of Natural Resources, 2045 Morse Road E-2, Columbus, Ohio 43229 in the event of any change in the Licensee's address.
10. Termination. This License may be terminated by ODNR upon the breach of any conditions contained herein by Licensee, or by giving written notice of cancellation to Licensee.
11. Relocation. Since the ownership of land by ODNR is exclusively for the purpose of providing services to the public, should the public interest ever require the use of the herein Licensed land for purposes which would render it either wholly or in part unserviceable for the herein Licensed use, then the Licensee shall move the conflicting portion or portions of the water line without cost to ODNR to a location which will not interfere with public use, within six (6) months after notice in writing by ODNR of the necessity to do so.

12. Removal of Property. Upon the expiration or termination of this License, in any manner whatsoever, and in the absence of an agreement to the contrary, the Licensee may, within twelve (12) months after such expiration or termination, remove all structures and other property which have been placed upon the licensed premises by the Licensee, but upon failure to remove such structures and other property within such period, such structures shall become the property of ODNR. If at the end of such time the Licensee has not removed such property from the licensed premises, ODNR may remove such property.
13. No Warranty of Title. It is mutually understood and agreed that ODNR does not warrant the title to the lands upon which the licensed property is located, and the rights, privileges, and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across, or under said lands now outstanding in third persons. It is further understood and agreed that this License shall in no manner limit the right of ODNR, its nominees and assigns, to grant additional licenses of any kind whatsoever across and upon the lands affected by this License, so long as such additional licenses shall not interfere with the rights and privileges herein granted to the Licensee. ODNR also retains to itself, its nominees or assigns, the right to use said lands for its own purposes, so long as such use does not interfere with the rights and privileges herein granted.
14. Nature of Interest. The Licensee understands that this License merely gives Licensee the right to occupy the licensed property and that this License does not grant or convey to the Licensee any interest in the property.
15. Assignment. ODNR reserves the right to assign any or all its rights or interests under the terms of this License, without the consent of the Licensee, to any individual, corporation, firm or other entity, public or private or any governmental agency, municipal, county, state or federal. The Licensee shall be notified of any such assignment. The Licensee shall have no right to assign this License in whole or in part.
16. Certification of State Funds. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.
17. Nondiscrimination. There shall be no discrimination by Licensee based on gender, race, color, religion, ancestry, national origin, age, military status, handicap or disability, as defined in Ohio Revised Code Section 4112.01.
18. Ethics/Conflicts of Interests Compliance. Licensee, by signature on this document, certifies that Licensee: (i) has reviewed and understands the Ohio Ethics Code and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Licensee understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this License and may result in the loss of other contracts or grants with the State of Ohio.
19. Campaign Contributions. The Licensee affirms that, as applicable to it, no party listed in Division (I) or (J) of R. C. Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

20. Findings for Recovery. If the potential compensation to Licensee under this License exceeds \$25,000, Licensee warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this License is void ab initio and Licensee shall immediately repay to the ODNR any funds paid under this License.
21. Effective Date. The "Effective Date" of this License is the date that the later of Licensee or ODNR executes this License.
22. Entire Agreement/Waiver. This License states the entire agreement between the parties, and supersedes and replaces all oral and written representations, agreements, memoranda and correspondence between, by or for the parties relating to the premises, and shall be construed in accordance with and governed by the laws of Ohio. No amendment or modification of this License shall be binding unless made by written instrument of equal formality signed by both ODNR and the Licensee. Waiver by either party of performance by the other party of any of the provisions of the License shall not be construed as a waiver of any further right to insist upon full performance of the terms hereof.
23. Severability. In the event that any one or more of the provisions, sections, words, clauses, phrases or sentences contained in this License, or the application thereof in any circumstance is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, section, word, clause, phrase or sentence in every other respect and of the remaining provisions, sections, words, clauses, phrases or sentences of this License, shall not be in any way impaired, it being the intention of the parties that this License shall be enforceable to the fullest extent permitted by law.
24. Counterparts. This License may be executed in any number of counterparts, each of which is considered an original. This License may be executed by each party upon a separate copy and attached to another copy to form one or more counterparts.
25. Headings. The headings in this License have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this License.

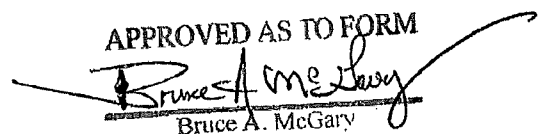
IN WITNESS WHEREOF, ODNR and the Licensee have caused this agreement to be executed by their duly authorized officers.

LICENSEE
Warren County Board of County Commissioners:

By: _____

Title: President

Date: 11/13/18

APPROVED AS TO FORM

 Bruce A. McGary
 Asst. Prosecuting Attorney

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES**

By: _____
JAMES ZEHRINGER, Director

Date: _____

APPROVED:

By: _____
GARY OBERMILLER, Acting Chief
Division of Parks and Watercraft

Date: _____

APPROVED AS TO FORM:

MICHAEL DEWINE
Ohio Attorney General

BY: _____
Assistant Attorney General

Date: _____

Revised 06/09/10

EXHIBIT "A"

Water Line Easement

Situated in the County of Warren, in the State of Ohio and in the Township of Wayne, and being a part of a 73.08 acre tract of land, as conveyed to the State of Ohio Department of Natural Resources by deed as recorded in Deed Book Vol. 31, Pg. 913 of the Deed Records of Warren County, Ohio.

Commencing from a found iron pin located at the intersection of the east Right-of-Way line of Corwin Rd. and the southwest corner of Lot Number 7, Valley Acres Subdivision, Plat Book 5, Page 54; thence leaving said east Right-of-Way line N 54°51'51" W a distance of 62.90 feet to a point located on the west Right-of-Way of Corwin Rd., said point also being located on the east boundary of said 73.08 acre tract; thence following said west Right-of-Way line along a curve to the right having a radius of 4936.01 feet, chord bearing N 35°44'31" E with a chord length of 134.54 feet, arc length of 134.55 feet to the **TRUE POINT OF BEGINNING** of the herein described water line easement;

Thence leaving said west Right-of-Way line N 58° 04' 09" W for a distance of 65.61 feet to a point located on the west line of said 73.08 acre tract;

Thence along the west line of said 73.08 acre tract N 36° 27' 57" E for a distance of 20.06 feet to a point;

Thence leaving the west line of said 73.08 acre tract the following thirty-five (35) courses:

1. S 58° 04' 09" E for a distance of 48.06 feet to a point;
2. N 34° 20' 51" E for a distance of 40.99 feet to a point;
3. N 40° 05' 02" E for a distance of 74.61 feet to a point;
4. N 33° 04' 00" E for a distance of 84.95 feet to a point;
5. N 37° 50' 32" E for a distance of 123.82 feet to a point;
6. N 40° 13' 42" E for a distance of 76.00 feet to a point;
7. N 45° 48' 15" E for a distance of 48.83 feet to a point;
8. N 42° 40' 20" E for a distance of 270.31 feet to a point;
9. N 40° 04' 55" E for a distance of 96.99 feet to a point;
10. N 43° 12' 44" E for a distance of 106.77 feet to a point;
11. N 46° 18' 24" E for a distance of 346.00 feet to a point;
12. N 38° 39' 33" E for a distance of 87.03 feet to a point;
13. N 34° 58' 27" E for a distance of 104.74 feet to a point;
14. N 41° 53' 26" E for a distance of 72.54 feet to a point;
15. N 46° 09' 03" E for a distance of 121.32 feet to a point;
16. N 43° 22' 33" E for a distance of 235.73 feet to a point;
17. N 45° 22' 15" E for a distance of 221.33 feet to a point;

18. N 68° 56' 00" E for a distance of 43.22 feet to a point;
19. N 47° 32' 27" E for a distance of 145.91 feet to a point;
20. N 52° 32' 38" E for a distance of 62.75 feet to a point;
21. N 48° 38' 37" E for a distance of 108.61 feet to a point;
22. N 50° 57' 24" E for a distance of 152.89 feet to a point;
23. N 50° 25' 18" E for a distance of 138.05 feet to a point;
24. N 52° 03' 37" E for a distance of 215.35 feet to a point;
25. N 52° 23' 15" E for a distance of 222.60 feet to a point;
26. N 57° 51' 06" E for a distance of 179.71 feet to a point;
27. N 63° 56' 49" E for a distance of 126.26 feet to a point;
28. N 61° 18' 19" E for a distance of 103.31 feet to a point;
29. N 62° 22' 05" E for a distance of 251.47 feet to a point;
30. N 62° 31' 16" E for a distance of 252.32 feet to a point;
31. N 61° 31' 06" E for a distance of 195.24 feet to a point;
32. N 61° 23' 27" E for a distance of 109.65 feet to a point;
33. N 17° 17' 38" E for a distance of 49.00 feet to a point;
34. N 62° 25' 27" E for a distance of 368.15 feet to a point;
35. N 17° 25' 51" E for a distance of 16.47 feet to a point, said point being located on the south Right-of-Way line of S. Maple St. and the west line of said 73.08 acre tract;

Thence along said south Right-of-Way line N 62° 20' 50" E for a distance of 28.33 feet to a point;

Thence leaving said south Right-of-Way line the following three (3) courses:

36. S 17° 25' 51" W for a distance of 44.81 feet to a point;
37. S 62° 25' 27" W for a distance of 368.12 feet to a point;
38. S 17° 17' 38" W for a distance of 49.23 feet to a point, said point being located on the west Right-of-Way line of Main St. and the east line of said 73.08 acre tract;

Thence along said west Right-of-Way line S 62° 21' 50" W for a distance of 658.96 feet to a point;

Thence along said Right-of-Way line on a tangent curve to the left having a radius of 5894.22 feet, chord bearing S 61° 07' 16" W with a chord length of 255.68 feet, arc length of 255.70 feet to a point;

Thence leaving said west Right-of-Way line the following three (3) courses:

39. S 63° 46' 44" W for a distance of 131.27 feet to a point;
40. S 57° 51' 04" W for a distance of 177.63 feet to a point;
41. S 52° 23' 15" W for a distance of 166.41 feet to a point, said point being located

on the west Right-of-Way line of Corwin Rd.;

Thence along said west Right-of-Way line on a non-tangent curve to the left, having a radius of 5894.22 feet, chord bearing S 50° 53' 35" W with a chord length of 899.86, arc length of 900.74 feet to a point;

Thence leaving said west Right-of-Way line the following six (6) courses:

42. S 68° 56' 00" W for a distance of 22.54 feet to a point;
43. S 45° 21' 39" W for a distance of 216.50 feet to a point;
44. S 43° 22' 39" W for a distance of 236.20 feet to a point;
45. S 46° 09' 03" W for a distance of 120.94 feet to a point;
46. S 41° 53' 26" W for a distance of 70.59 feet to a point;
47. S 34° 58' 27" W for a distance of 82.56 feet to a point; to a point, said point being located on said west Right-of-Way line;

Thence along said west Right-of-Way line S 43° 25' 21" W for a distance of 319.86 feet to a point;

Thence leaving said west Right-of-Way line the following three (3) courses:

48. S 46° 18' 24" W for a distance of 136.76 feet to a point;
49. S 43° 12' 44" W for a distance of 105.69 feet to a point;
50. S 40° 04' 55" W for a distance of 111.42 feet to a point located on said west Right-of-Way line;

Thence along said west Right-of-Way line S 43° 25' 21" W for a distance of 12.78 feet to a point;

Thence continuing along said west Right-of-Way line on a tangent curve to the left, having a radius of 6062.94 feet, chord bearing S 42° 24' 01" W with a chord length of 216.32 feet, arch length of 216.33 feet to a point;

Thence leaving said west Right-of-Way line the following four (4) courses:

51. S 45° 48' 15" W for a distance of 76.13 feet to a point;
52. S 40° 13' 42" W for a distance of 74.61 feet to a point;
53. S 37° 50' 32" W for a distance of 122.57 feet to a point;
54. S 33° 04' 00" W a distance of 36.98 feet to a point located on said west Right-of-Way line;

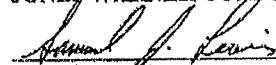
Thence along said west Right-of-Way line on a non-tangent curve to the left having a radius of 5793.16 feet, chord bearing S 37° 22' 01" W with a chord length of 182.35 feet, arc length of 182.36 feet and returning to the **POINT OF BEGINNING**, containing 1.9711 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is based on a field survey made in September 2017 and is further shown on attached Exhibit "B".

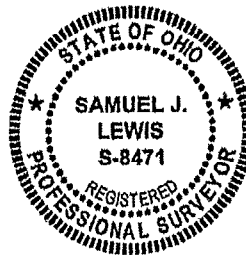
The above described water main easement is wholly contained within Warren County, Ohio Parcel Identification Number: 06-21-502-001 and is outside of the present road right-of-way.

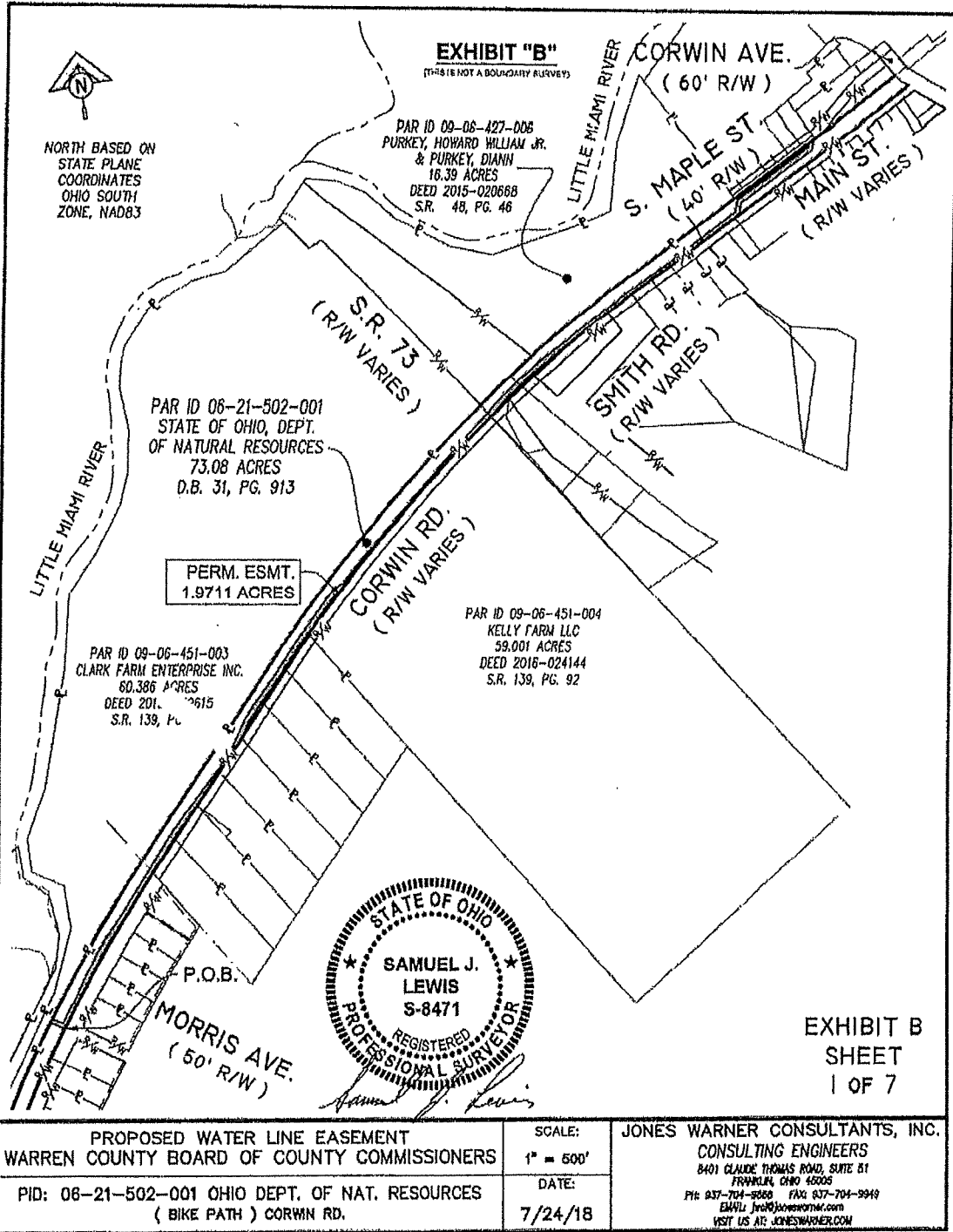
The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

JONES WARNER CONSULTANTS, INC.



Samuel J. Lewis
Ohio Registered Land Surveyor No. 8471







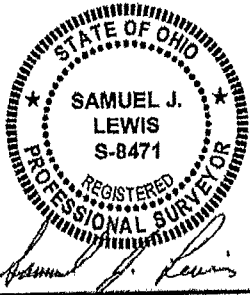
NORTH BASED ON
STATE PLANE
COORDINATES
OHIO SOUTH
ZONE, NAD83

EXHIBIT "B"
(THIS IS NOT A BOUNDARY SURVEY)

PAR ID 09-06-451-003
CLARK FARM ENTERPRISE INC.
60.386 ACRES
DEED 2016-029615
S.R. 139, PG. 92

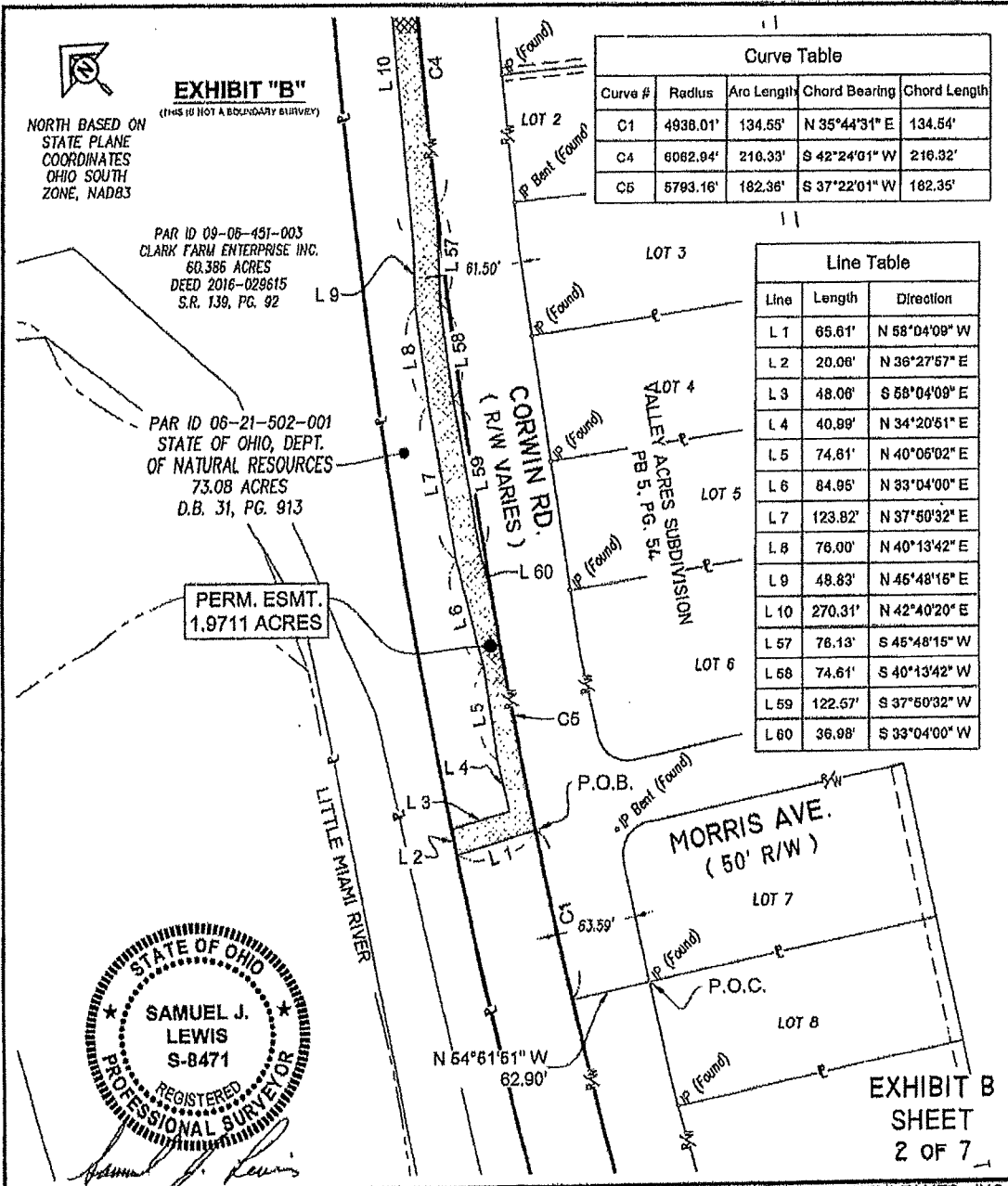
PAR ID 06-21-502-001
STATE OF OHIO, DEPT.
OF NATURAL RESOURCES
73.08 ACRES
D.B. 31, PG. 913

PERM. ESMT.
1.9711 ACRES



Curve Table				
Curve #	Radius	Arc Length	Chord Bearing	Chord Length
C1	4938.01'	134.55'	N 35°44'31" E	134.54'
C4	6062.04'	210.33'	S 42°24'01" W	216.32'
C5	5793.16'	182.36'	S 37°22'01" W	182.35'

Line Table		
Line	Length	Direction
L1	65.61'	N 58°04'08" W
L2	20.08'	N 36°27'57" E
L3	48.06'	S 58°04'08" E
L4	40.99'	N 34°20'51" E
L5	74.81'	N 40°06'02" E
L6	84.95'	N 33°04'00" E
L7	123.82'	N 37°50'32" E
L8	76.00'	N 40°13'42" E
L9	48.83'	N 46°48'16" E
L10	270.31'	N 42°40'20" E
L57	78.13'	S 45°48'15" W
L58	74.61'	S 40°13'42" W
L59	122.57'	S 37°50'32" W
L60	36.08'	S 33°04'00" W



PROPOSED WATER LINE EASEMENT
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
PID: 06-21-502-001 OHIO DEPT. OF NAT. RESOURCES
(BIKE PATH) CORWIN RD.

SCALE:
1" = 100'
DATE:
7/24/18

JONES WARNER CONSULTANTS, INC.
CONSULTING ENGINEERS
8401 CLAUDE THOMAS ROAD, SUITE 51
FRANKLIN, OHIO 45005
PH: 637-704-8868 FAX: 637-704-8949
EMAIL: jw@joneswarner.com
VISIT US AT: JONESWARNER.COM

EXHIBIT B
SHEET
2 OF 7



NORTH BASED ON
STATE PLANE
COORDINATES
OHIO SOUTH
ZONE, NAD83

PAR ID 09-06-451-003
CLARK FARM ENTERPRISE INC.
60.386 ACRES
DEED 2016-029615
S.R. 139, PG. 92

EXHIBIT "B"

(THIS IS NOT A BOUNDARY SURVEY)

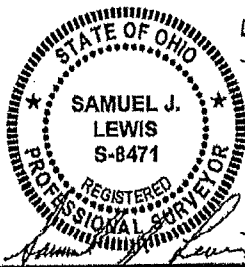
PAR ID 09-05-201-012
MARION, CHIZURU Y.
2.227 ACRES
OR 5115, PG. 285

Curve Table				
Curve #	Radius	Arc Length	Chord Bearing	Chord Length
C4	6062.04'	216.33'	S 42°24'01" W	216.32'

Line Table		
Line	Length	Direction
L 10	270.31'	N 42°40'20" E
L 11	98.99'	N 40°04'55" E
L 12	106.77'	N 43°12'44" E
L 13	346.00'	N 46°18'24" E
L 14	87.03'	N 38°38'33" E
L 15	104.74'	N 34°58'27" E
L 16	72.54'	N 41°53'28" E
L 50	70.59'	S 41°53'28" W
L 51	82.56'	S 34°58'27" W
L 52	319.86'	S 43°25'21" W
L 53	136.76'	S 46°18'24" W
L 54	105.69'	S 43°12'44" W
L 55	111.42'	S 40°04'55" W
L 56	12.78'	S 43°25'21" W

PAR ID 06-21-502-001
STATE OF OHIO, DEPT.
OF NATURAL RESOURCES
73.08 ACRES
D.B. 31, PG. 913

M.S. 791
M.S. 2464



PAR ID 09-05-201-002
PHIPPS, LEROY A. & LISA M.
2.227 ACRES
OR 3361, PG. 705

PERM. ESMT.
1.9711 ACRES

PAR ID 09-05-201-003
FOX, VIRGIL & ADA M.
2.163 ACRES
OR 4580, PG. 817

PAR ID 09-05-201-004
RAY, LARRY A. & BONNIE L.
2.227 ACRES
OR 4457, PG. 333

PAR ID 09-05-201-005
YOUNG, GLENN & LOURAINÉ
2.304 ACRES
DB 465, PG. 475

CORWIN RD.
(R/W VARIES)

VALLEY ACRES SUB'D.
PB 5, PG. 54
LOT 1

EXHIBIT B
SHEET -
3 OF 7

PROPOSED WATER LINE EASEMENT WARREN COUNTY BOARD OF COUNTY COMMISSIONERS PID: 06-21-502-001 OHIO DEPT. OF NAT. RESOURCES (BIKE PATH) CORWIN RD.	SCALE: 1" = 100'	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 2401 CLAUDE THOMAS ROAD, SUITE 51 FRANKLIN, OHIO 43005 PH: 637-704-9000 FAX: 637-704-9949 EMAIL: jwc@joneswarner.com VISIT US AT: JONESWARNER.COM
	DATE: 7/24/18	



EXHIBIT "B"
(THIS IS NOT A BOUNDARY SURVEY)

NORTH BASED ON
STATE PLANE
COORDINATES
OHIO SOUTH
ZONE, NAD83

PAR ID 09-06-451-003
CLARK FARM ENTERPRISE INC.
60.386 ACRES
DEED 2016-029615
S.R. 139, PG. 92

Curve Table				
Curve #	Radius	Arc Length	Chord Bearing	Chord Length
C3	5894.22'	900.74'	S 60°53'35" W	899.88'

Line Table		
Line	Length	Direction
L 17	121.32'	N 46°09'03" E
L 18	235.73'	N 43°22'33" E
L 19	221.33'	N 45°22'15" E
L 20	43.22'	N 68°56'00" E
L 21	145.91'	N 47°32'27" E
L 22	82.75'	N 52°32'38" E
L 23	108.61'	N 48°38'37" E
L 46	22.54'	S 68°56'00" W
L 47	216.50'	S 45°21'39" W
L 48	236.20'	S 43°22'39" W
L 49	120.94'	S 46°09'03" W

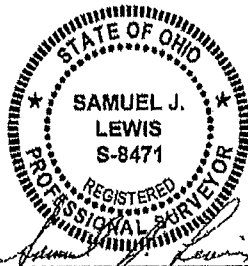
PAR ID 09-06-451-004
KELLY FARM LLC
59.011 ACRES
DEED 2015-024114
S.R. 139, PG. 92

PERM. ESMT.
1.9711 ACRES

PAR ID 06-21-502-001
STATE OF OHIO, DEPT.
OF NATURAL RESOURCES
73.08 ACRES
D.B. 31, PG. 913

PAR ID 09-06-452-001
PREMITT, CHAD & DUFF, ERIN
2.227 ACRES
DEED 2017-015407

PAR ID 09-05-201-013
MARION, CHIZURU Y.
2.227 ACRES
OR 5115, PG. 285



CORWIN RD.
(R/W VARIES)

EXHIBIT B
SHEET
4 OF 7

PROPOSED WATER LINE EASEMENT
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SCALE:
1" = 100'

JONES WARNER CONSULTANTS, INC.
CONSULTING ENGINEERS
8401 CLAUDE THOMAS ROAD, SUITE 01
FRANKLIN, OHIO 45005
PH: 637-704-9869 FAX: 637-704-9849
EMAIL: jwc@joneswarner.com
VISIT US AT: JONESWARNER.COM

PID: 06-21-502-001 OHIO DEPT. OF NAT. RESOURCES
(BIKE PATH) CORWIN RD.

DATE:
7/24/18

EXHIBIT "B"
(THIS IS NOT A BOUNDARY SURVEY)


NORTH BASED ON
STATE PLANE
COORDINATES
OHIO SOUTH
ZONE, NAD83

**S.R. 73
(R/W VARIES)**

Curve Table				
Curve #	Radius	Arc Length	Chord Bearing	Chord Length
C3	5694.22'	800.74'	S 50°53'35" W	899.86'

PAR ID 09-08-431-003
CLARK FARM ENTERPRISE INC.
60.386 ACRES
DEED 2016-029615
S.R. 139, PG. 92

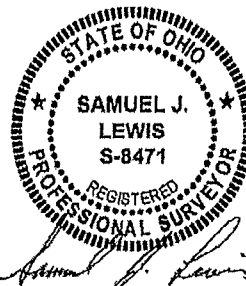
PAR ID 06-21-502-001
STATE OF OHIO, DEPT.
OF NATURAL RESOURCES
73.08 ACRES
D.B. 31, PG. 913

Line Table		
Line	Length	Direction
L 23	108.61'	N 48°38'37" E
L 24	152.89'	N 50°57'24" E
L 25	138.05'	N 60°25'18" E
L 26	215.35'	N 52°03'37" E
L 27	222.80'	N 52°23'15" E
L 28	179.71'	N 57°51'08" E
L 44	177.83'	S 67°51'04" W
L 45	186.41'	S 52°23'15" W

PERM. ESMT.
1.9711 ACRES

PAR ID 09-06-451-004
KELLY FARM LLC
59.011 ACRES
DEED 2015-024114
S.R. 139, PG. 92

**CORWIN RD.
(R/W VARIES)**



**EXHIBIT B
SHEET
5 OF 7**

PROPOSED WATER LINE EASEMENT WARREN COUNTY BOARD OF COUNTY COMMISSIONERS PID: 06-21-502-001 OHIO DEPT. OF NAT. RESOURCES (BIKE PATH) CORWIN RD.	SCALE: 1" = 1050'	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 8401 CLAUDE THOMAS ROAD, SUITE 01 FRANKLIN, OHIO 45006 PH: 937-704-0288 FAX: 937-704-0949 EMAIL: jwc@joneswarner.com VISIT US AT: JONESWARNER.COM
	DATE: 7/24/18	



NORTH BASED ON
STATE PLANE
COORDINATES
OHIO SOUTH
ZONE, NAD83

EXHIBIT "B"
(THIS IS NOT A BOUNDARY SURVEY)

Curve Table				
Curve #	Radius	Arc Length	Chord Bearing	Chord Length
C2	5894.22'	255.70'	S 81°07'16" W	255.68'

PERM. ESMT.
1.9711 ACRES

PAR ID 06-21-502-001
STATE OF OHIO, DEPT.
OF NATURAL RESOURCES
73.08 ACRES
D.B. 31, PG. 913

PAR ID 09-06-427-006
PURKEY, HOWARD WILLIAM JR.
& PURKEY, DIANN
16.39 ACRES
DEED 2015-020668
S.R. 139, PG. 92

PAR ID 09-06-429-009
WICAL, RANDELL W. & CARTER, TRACEY M.
0.488 ACRES
O.R. 4814, PG. 528
S.R. 39, PG. 38

PAR ID 09-06-429-002(2)
CAMPBELL, GEORGE
0.591 ACRES
O.R. 2538, PG. 715

PAR ID 09-06-429-002
CAMPBELL, GEORGE
0.591 ACRES
O.R. 2538, PG. 715

PAR ID 09-06-429-001
YORK, GREGORY LEE
0.591 ACRES
DEED 2017-033324

Line Table		
Line	Length	Direction
L 28	179.71'	N 57°51'08" E
L 29	126.26'	N 63°56'48" E
L 30	103.31'	N 81°18'19" E
L 31	251.47'	N 62°22'05" E
L 32	252.32'	N 62°31'16" E
L 33	185.24'	N 61°31'08" E
L 42	658.96'	S 62°21'50" W
L 43	131.27'	S 63°48'44" W
L 44	177.63'	S 57°51'04" W

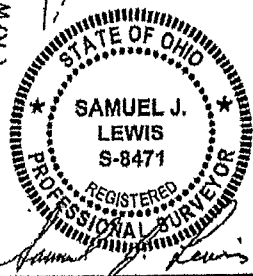
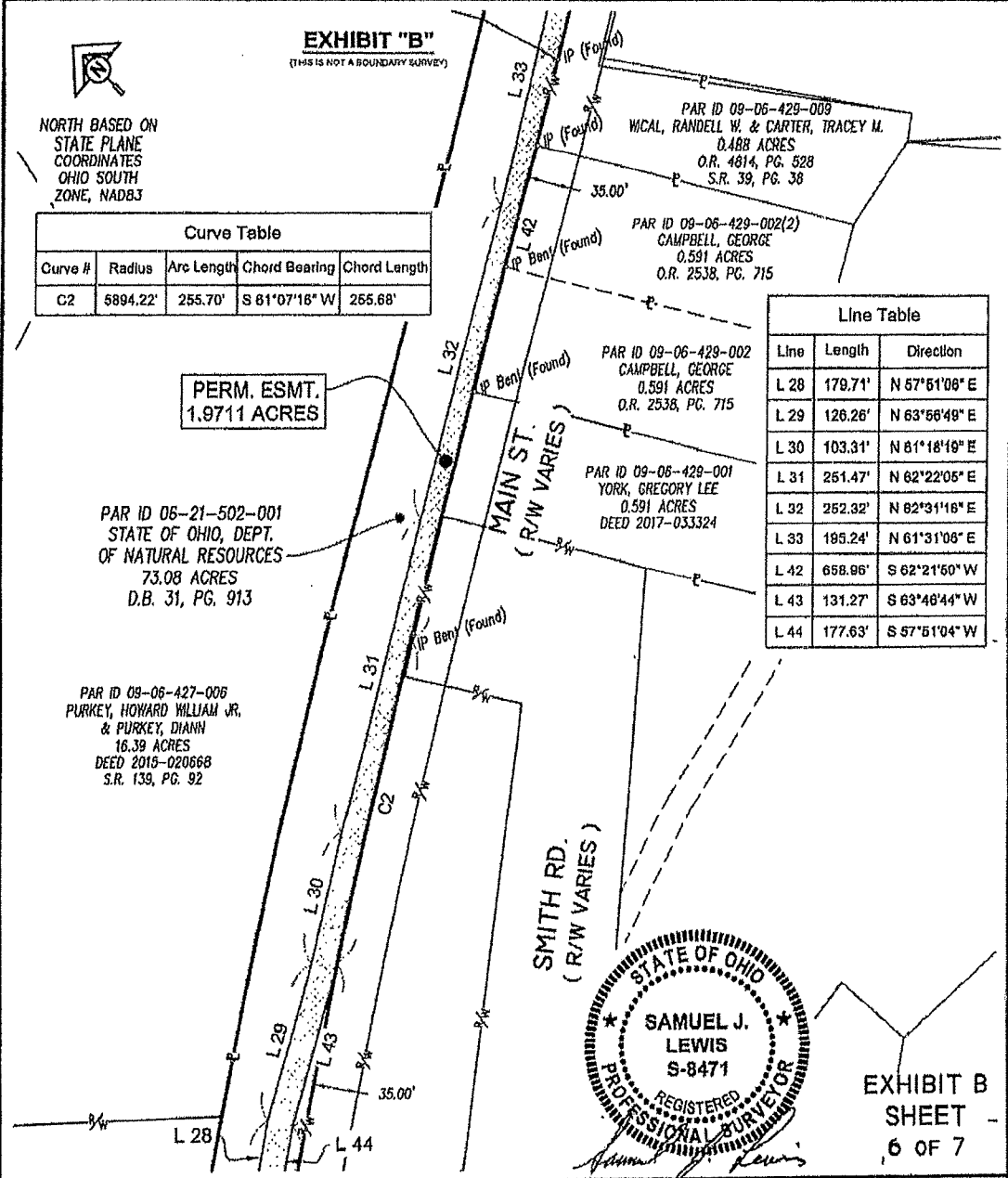


EXHIBIT B
SHEET -
6 OF 7

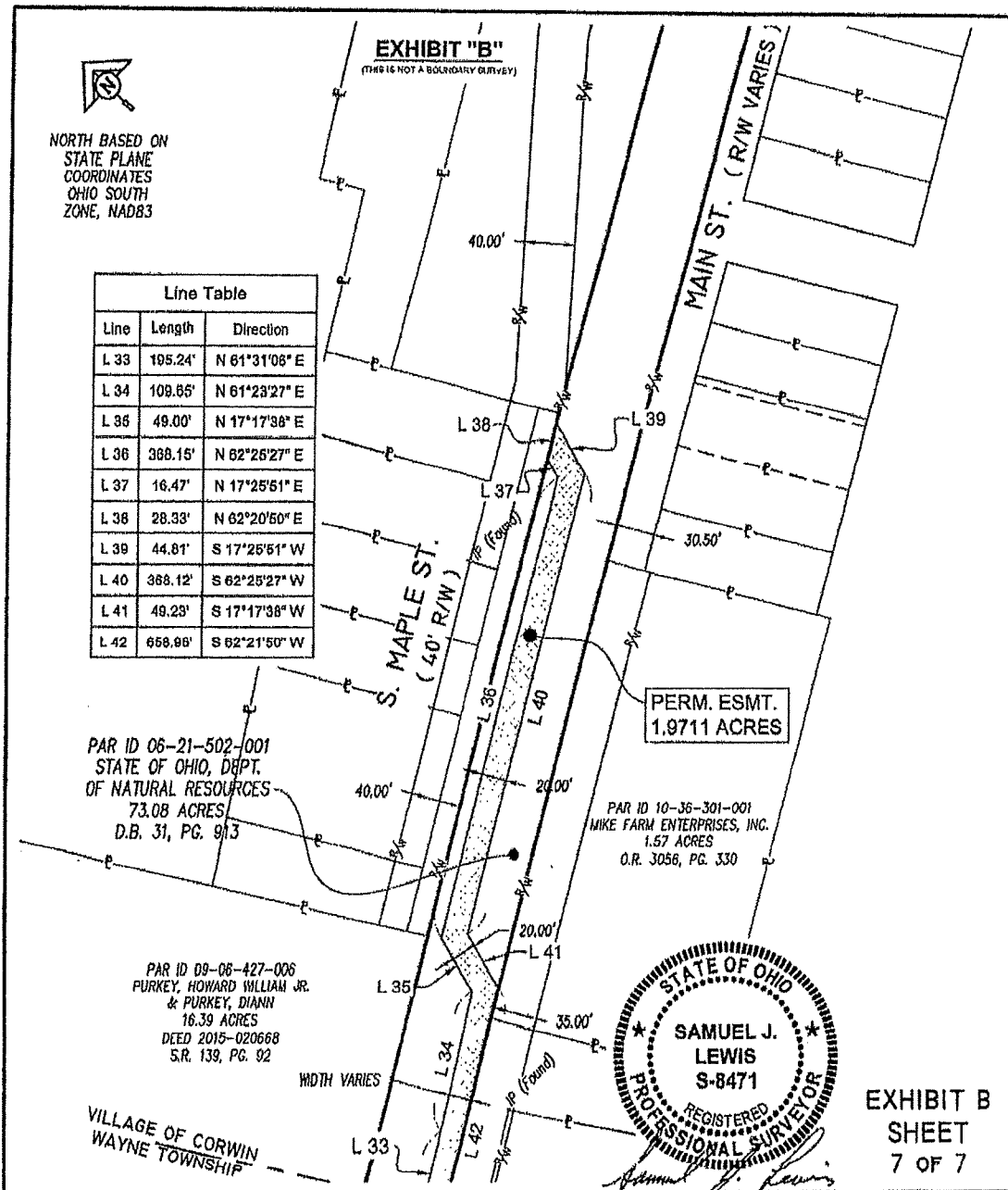
PROPOSED WATER LINE EASEMENT WARREN COUNTY BOARD OF COUNTY COMMISSIONERS PID: 06-21-502-001 OHIO DEPT. OF NAT. RESOURCES (BIKE PATH) CORWIN RD.	SCALE: 1" = 100'	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 8401 CLAUDE THOMAS ROAD, SUITE 51 FRANKLIN, OHIO 45008 PH: 637-704-8888 FAX: 637-704-8849 EMAIL: jwarner@joneswarner.com VISIT US AT: JONESWARNER.COM
	DATE: 7/24/18	



NORTH BASED ON
STATE PLANE
COORDINATES
OHIO SOUTH
ZONE, NAD83

EXHIBIT "B"
(THIS IS NOT A BOUNDARY SURVEY)

Line	Length	Direction
L 33	195.24'	N 61°31'08" E
L 34	109.85'	N 61°23'27" E
L 35	49.00'	N 17°17'38" E
L 36	368.15'	N 62°26'27" E
L 37	16.47'	N 17°25'51" E
L 38	28.33'	N 62°20'50" E
L 39	44.81'	S 17°25'51" W
L 40	368.12'	S 62°25'27" W
L 41	49.23'	S 17°17'38" W
L 42	658.98'	S 62°21'50" W



PAR ID 06-21-502-001
STATE OF OHIO, DEPT.
OF NATURAL RESOURCES
73.08 ACRES
D.B. 31, PG. 913

PAR ID 10-36-301-001
MIKE FARM ENTERPRISES, INC.
1.57 ACRES
O.R. 3056, PG. 330

PAR ID 09-06-427-006
PURKEY, HOWARD WILLIAM JR.
& PURKEY, DIANN
16.39 ACRES
DEED 2015-020668
S.R. 139, PG. 92

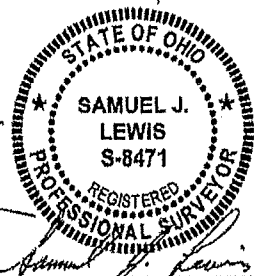
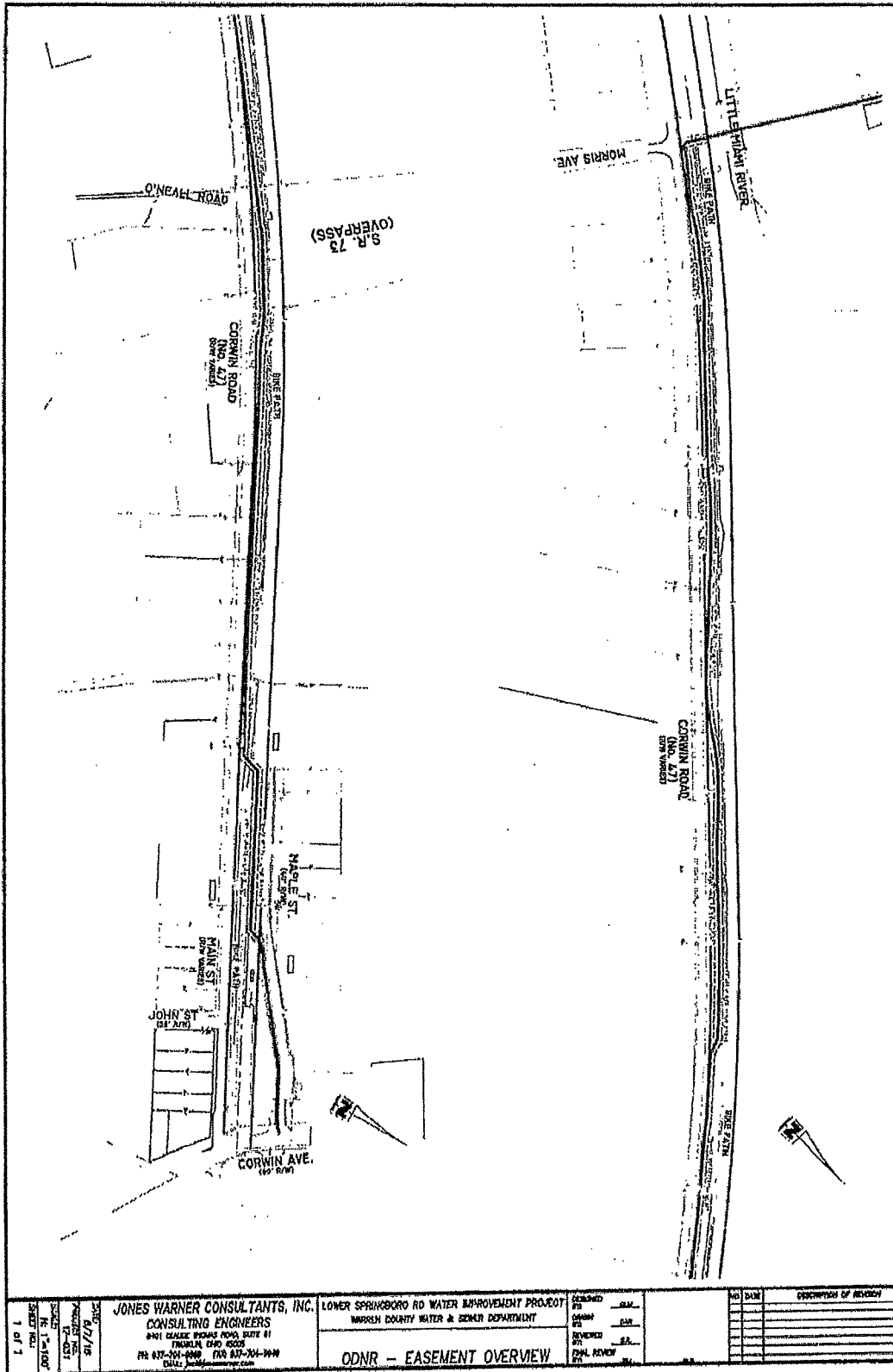


EXHIBIT B
SHEET
7 OF 7

PROPOSED WATER LINE EASEMENT WARREN COUNTY BOARD OF COUNTY COMMISSIONERS PID: 08-21-502-001 OHIO DEPT. OF NAT. RESOURCES (BIKE PATH) CORWIN RD.	SCALE: 1" = 100'	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 8401 CLAUDE THOMAS ROAD, SUITE 81 FRANKLIN, OHIO 45005 PH: 937-704-0888 FAX: 937-704-0940 EMAIL: jwc@joneswarner.com VISIT US AT: JONESWARNER.COM
	DATE: 7/24/18	



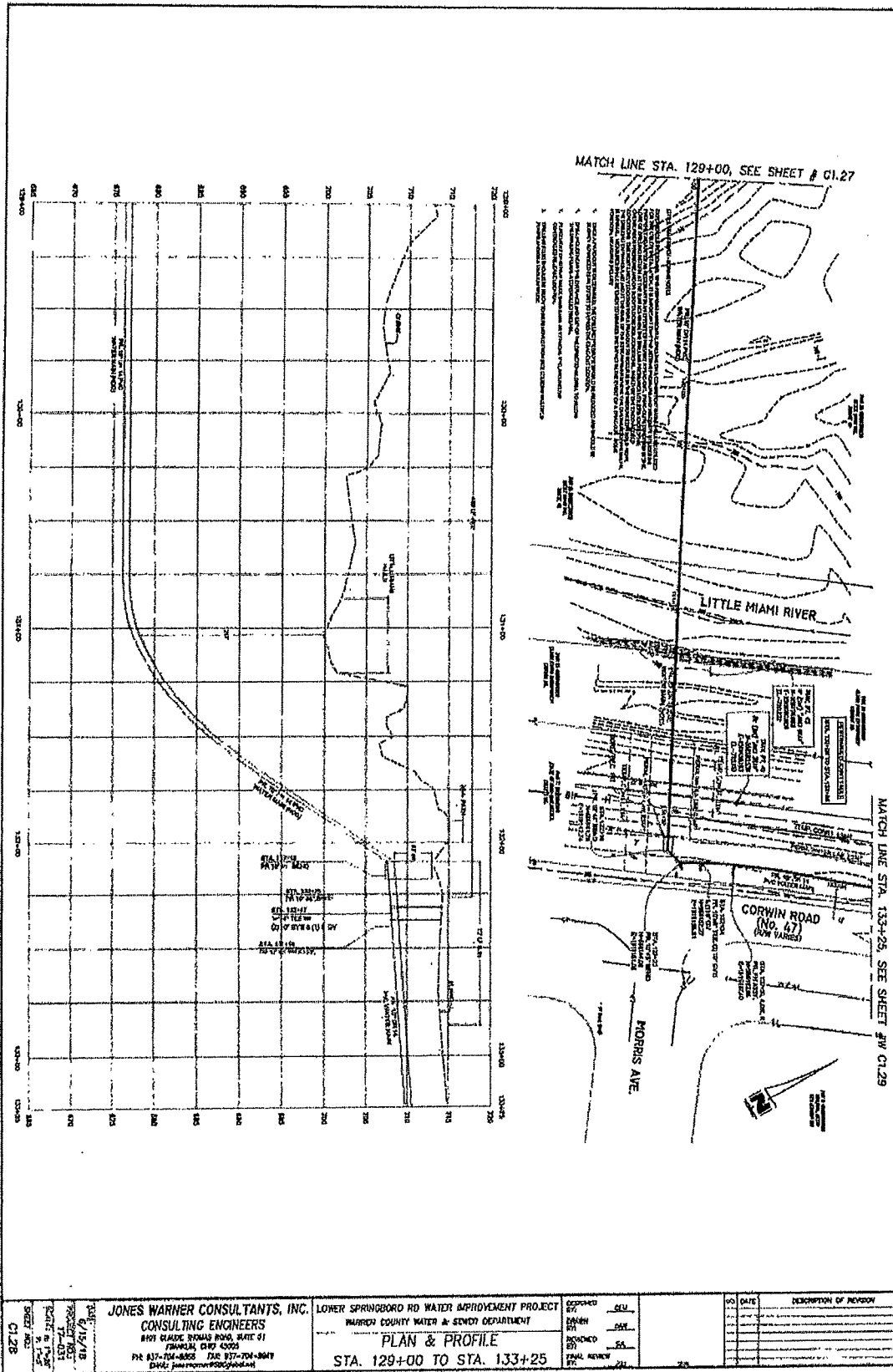
JONES WARNER CONSULTANTS, INC.
 CONSULTING ENGINEERS
 4911 CLARK BROSKE ROAD, SUITE 61
 FRANKLIN, OHIO 45002
 PH: 615-701-9999 FAX: 615-701-9999
 DWG: JWB

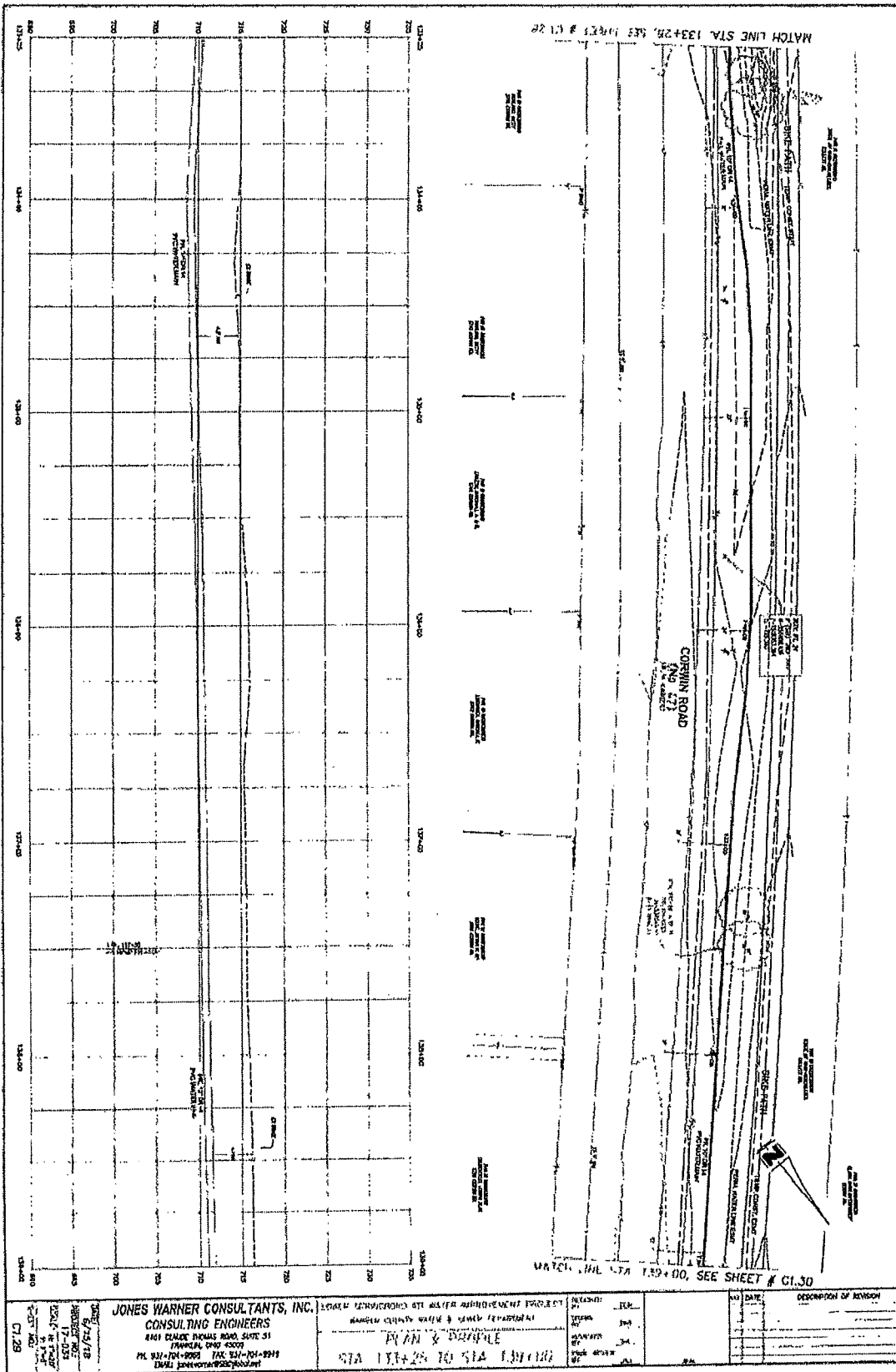
LOWER SPRINGBORO RD WATER IMPROVEMENT PROJECT
 MORRIS COUNTY WATER & SEWER DEPARTMENT

ODNR - EASEMENT OVERVIEW

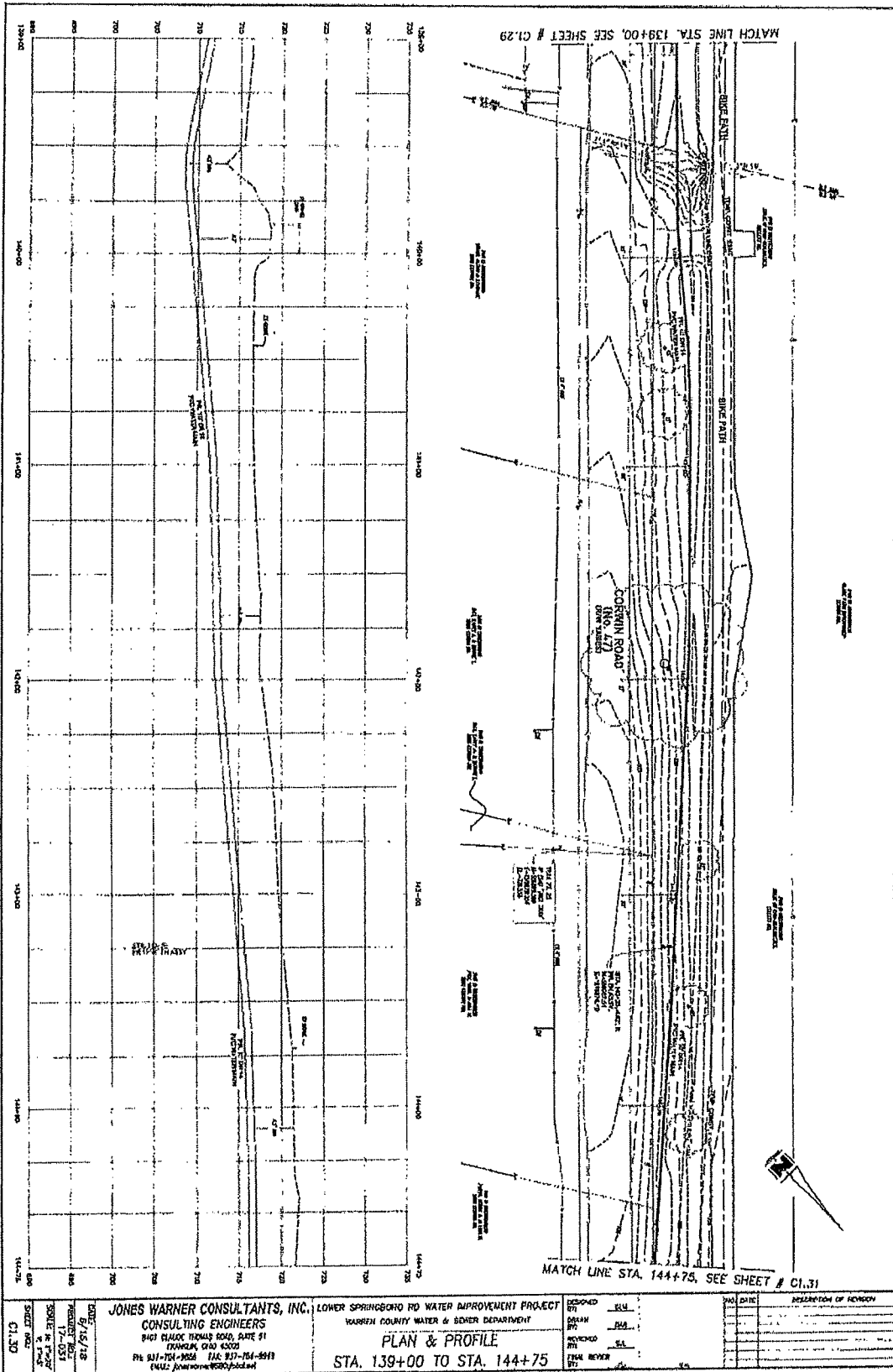
DESIGNED	JWB
CHECKED	JWB
REVIEWED	JWB
DRAWN	JWB

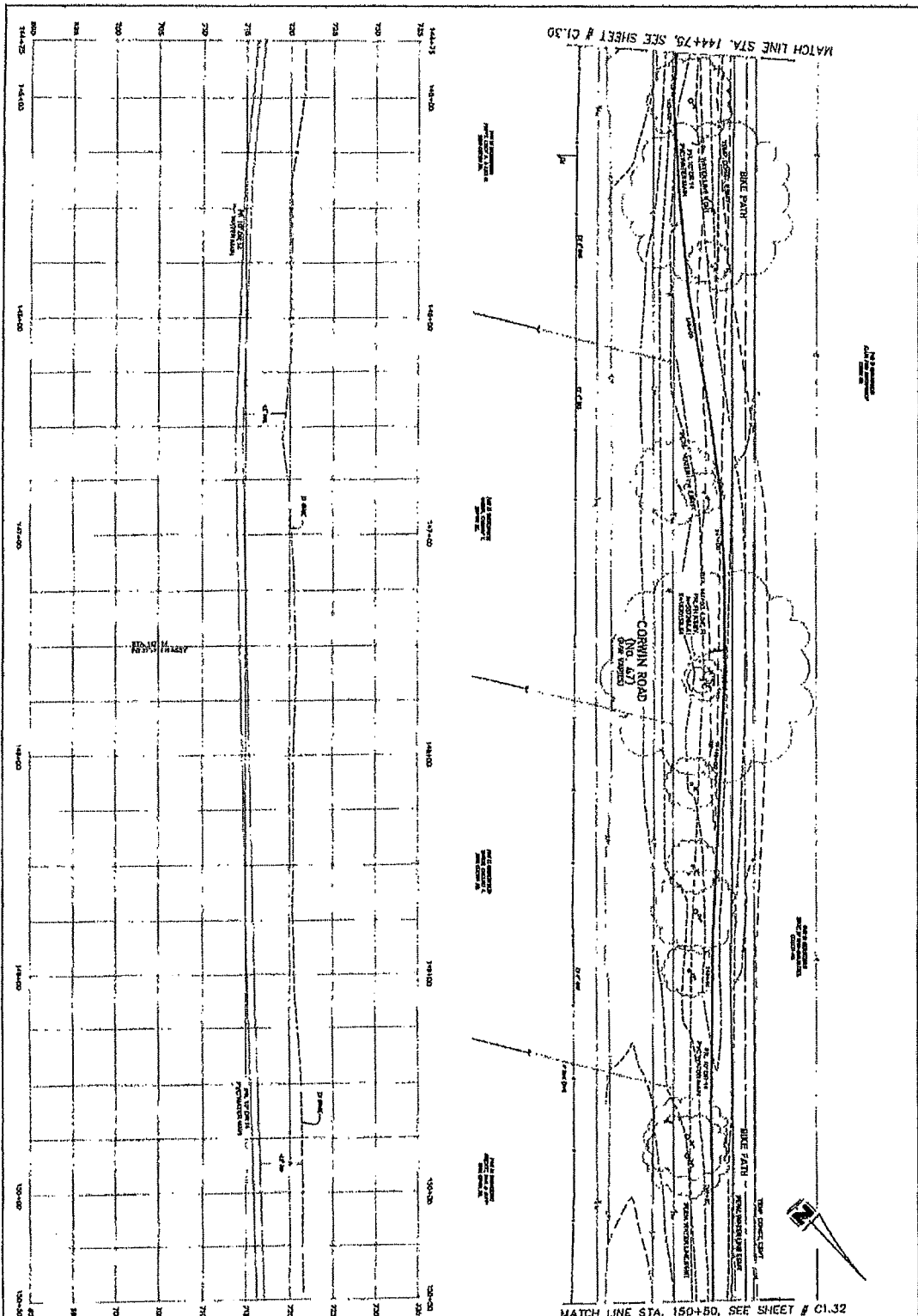
NO.	DATE	DESCRIPTION OF REVISION



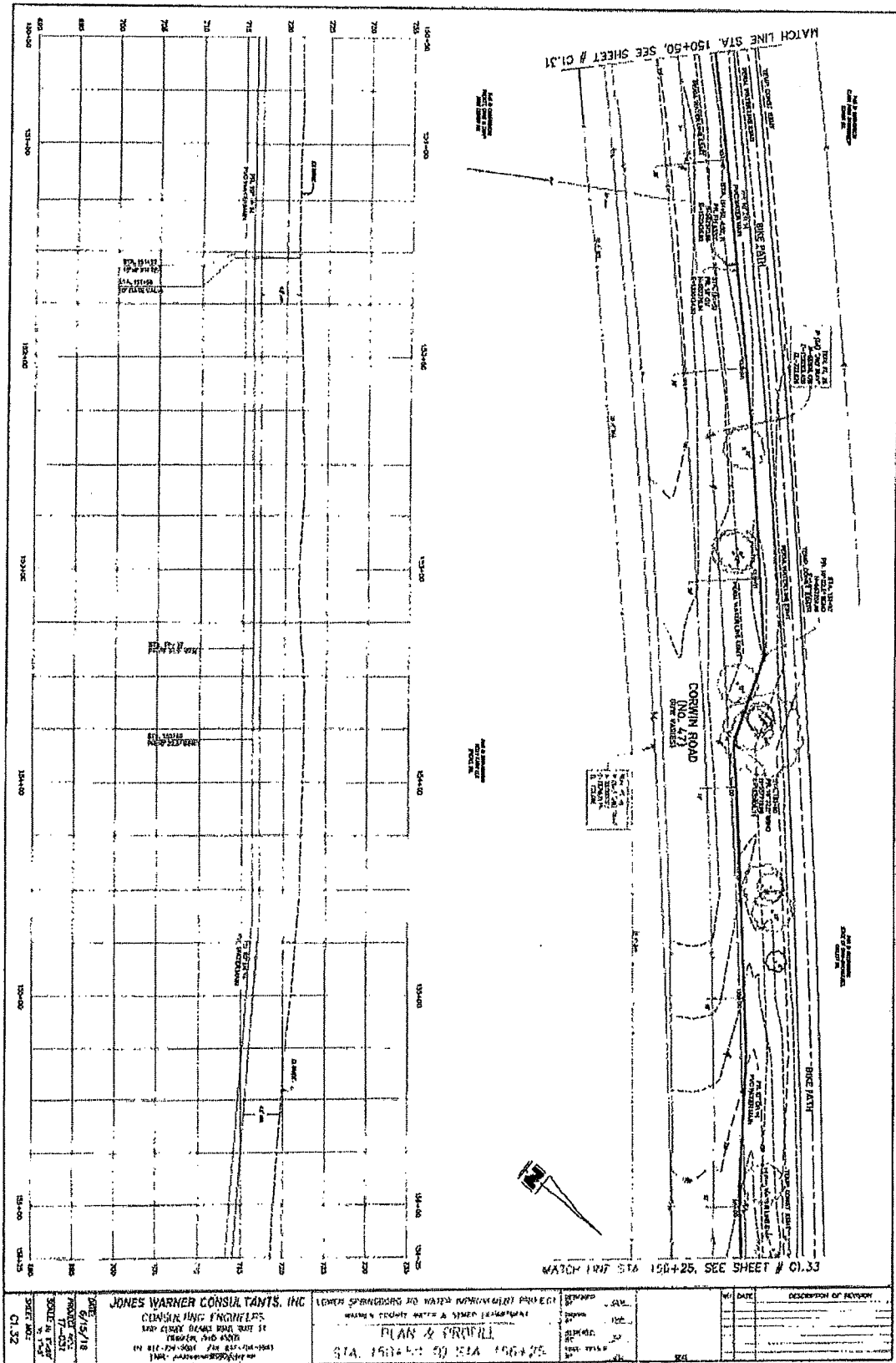


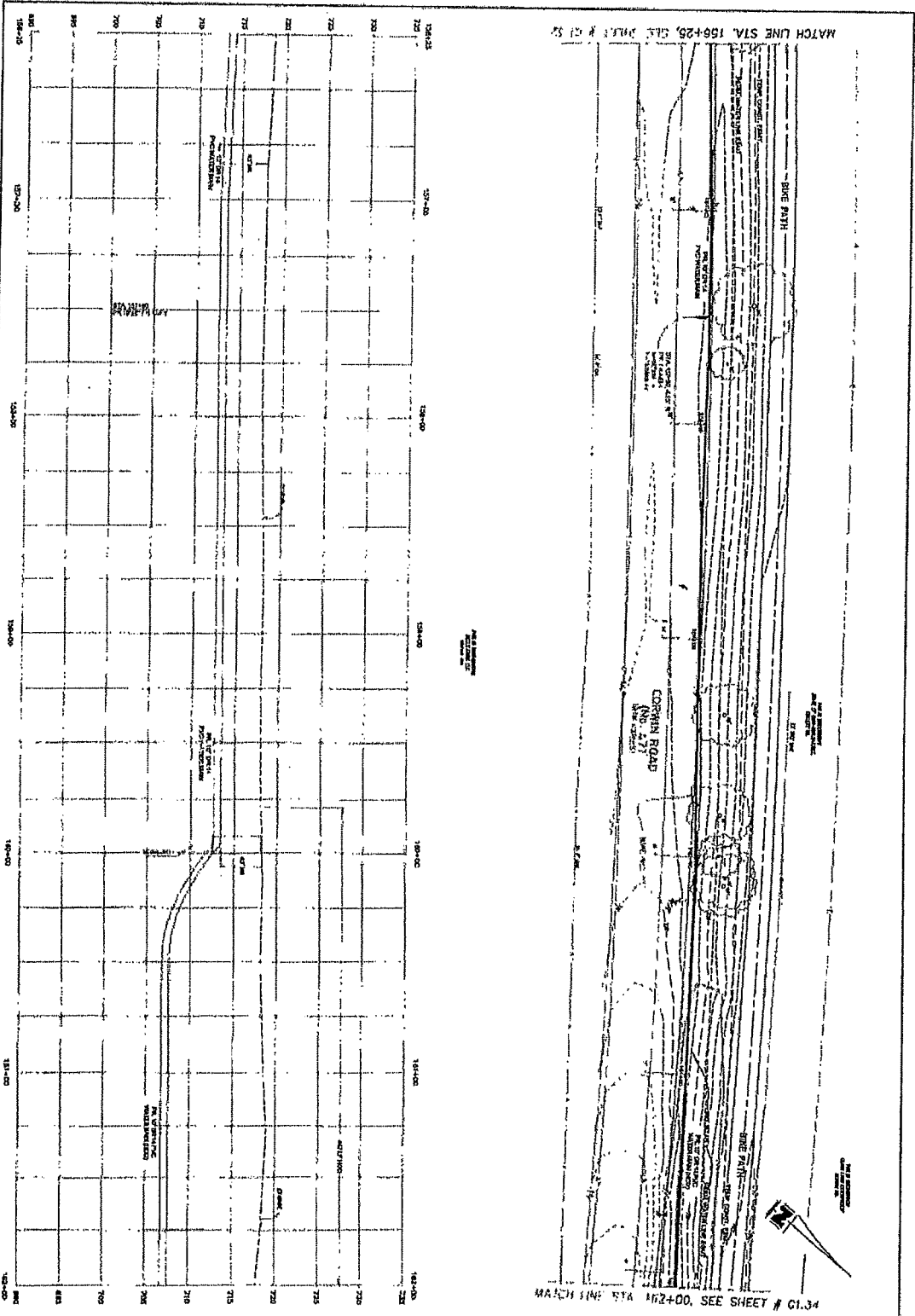
DATE: 1/17/18 DRAWN BY: JWB CHECKED BY: JWB SCALE: AS SHOWN SHEET: C1.28	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 8401 BRADLEY ROAD, SUITE 51 FORT WORTH, TEXAS 76117 TEL: 817-339-9900 FAX: 817-339-9901	PROJECT: WATER & SEWER IMPROVEMENT PROJECT LOCATION: CORNING ROAD DRAWING NO.: 133+25 TO 139+00	REVISIONS: NO. DATE DESCRIPTION 1 1/17/18
		APPROVED BY: JWB DATE: 1/17/18	APPROVED BY: JWB DATE: 1/17/18



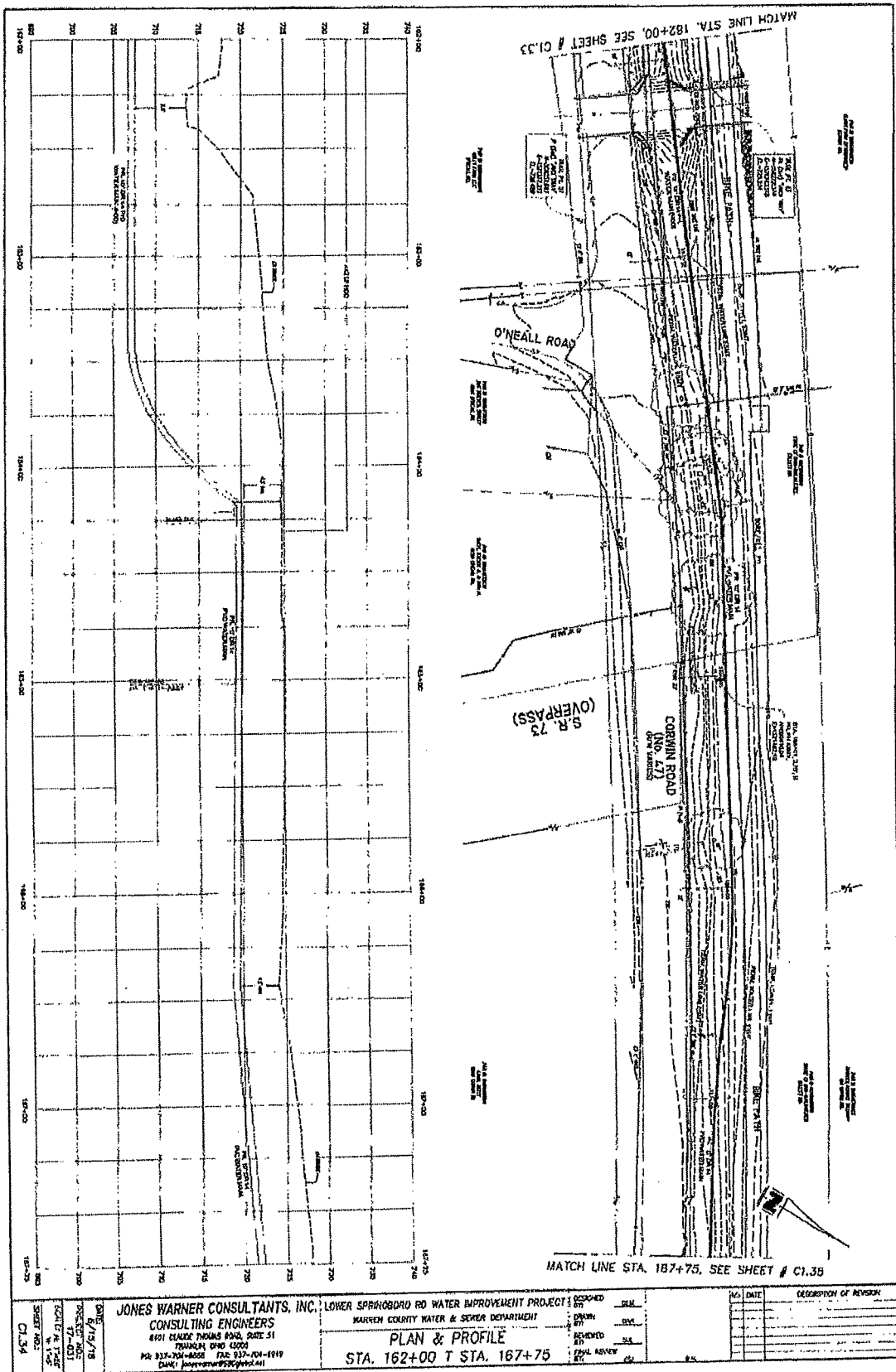


DATE: 6/15/18 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO.: [Number] SHEET NO.: [Number] TOTAL SHEETS: [Number]	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 6911 CLARK HENRIKS ROAD, SUITE 211 FISHERS, IN 46038 TEL: 317-251-1000 FAX: 317-251-1047 WWW.JONESWARNER.COM	LOWER SPRINGDORD RD WATER IMPROVEMENT PROJECT MARION COUNTY WATER & SEWER DEPARTMENT PLAN & PROFILE STA. 144+75 TO STA. 150+50	DESIGNED BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name] DATE: [Date]	PREPARED BY: [Name] DATE: [Date]
	STA. 144+75 TO STA. 150+50			





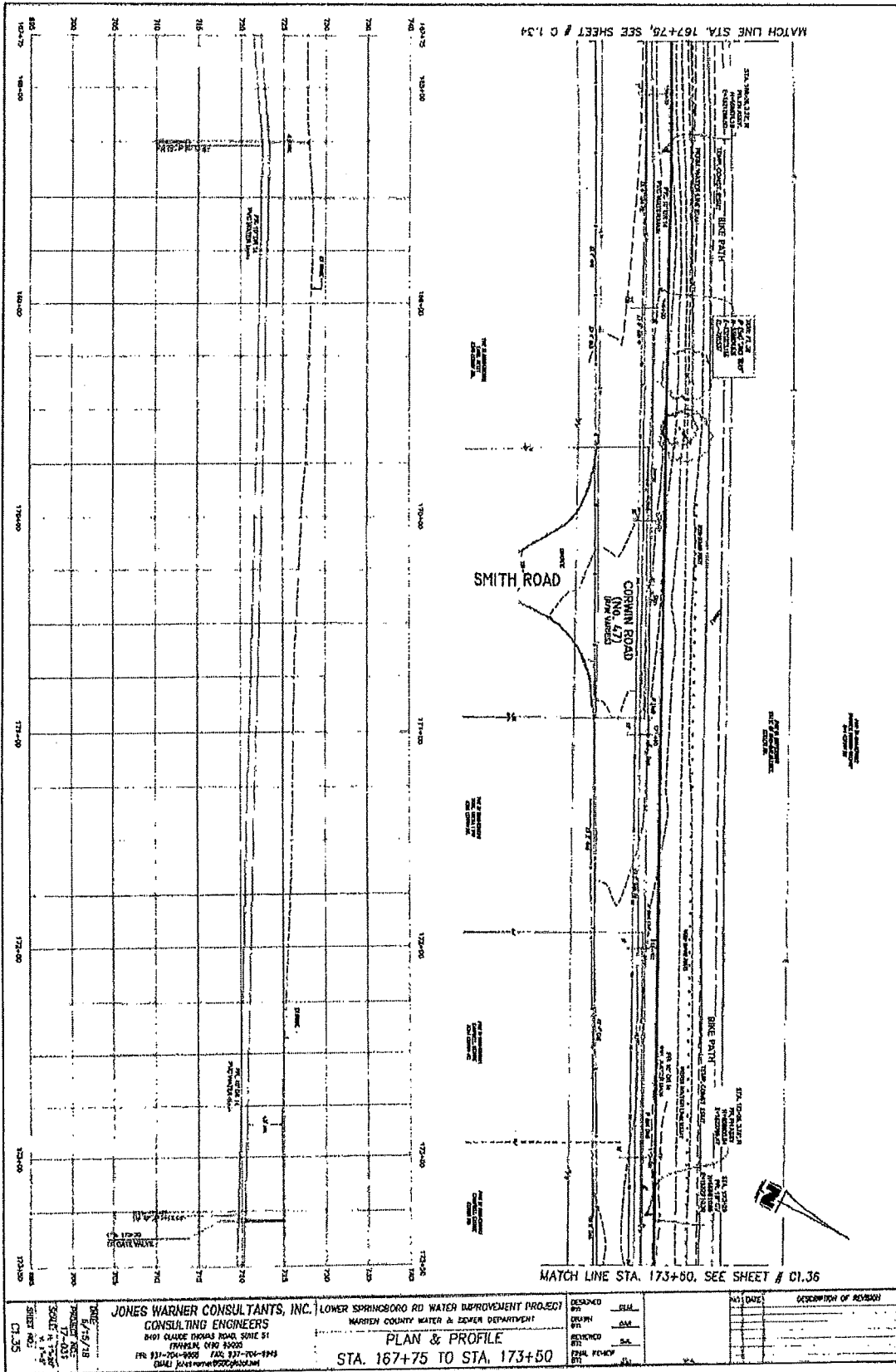
DATE 5/15/15 PROJECT NO. 17-011 SCALE 1" = 40' SHEET NO. C1.33	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 1500 WEST 10TH AVENUE, SUITE 100 DENVER, CO 80202 TEL: 303.733.4400 FAX: 303.733.4401 WWW.JONESWARNER.COM	DESIGNED BY CHECKED BY APPROVED BY	DATE DATE DATE
		PROJECT NO. 17-011 SHEET NO. C1.33	APPROVED BY DATE

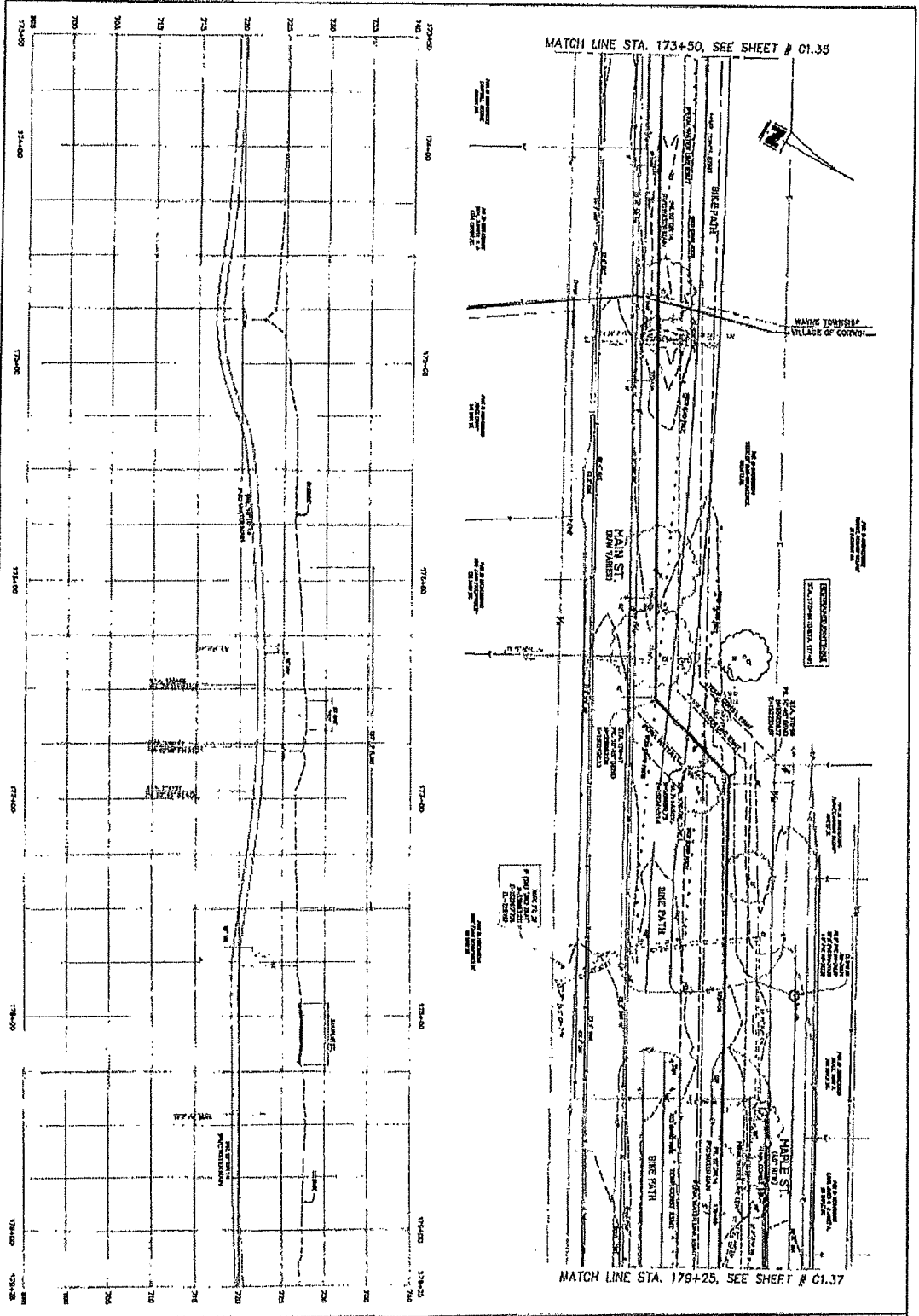


JONES WARNER CONSULTANTS, INC.
 CONSULTING ENGINEERS
 4101 DEARBORN TRUNK RD., SUITE 51
 TROY, MI 48063
 TEL: 313-704-4000 FAX: 313-704-4919
 WWW.JWCORP.COM

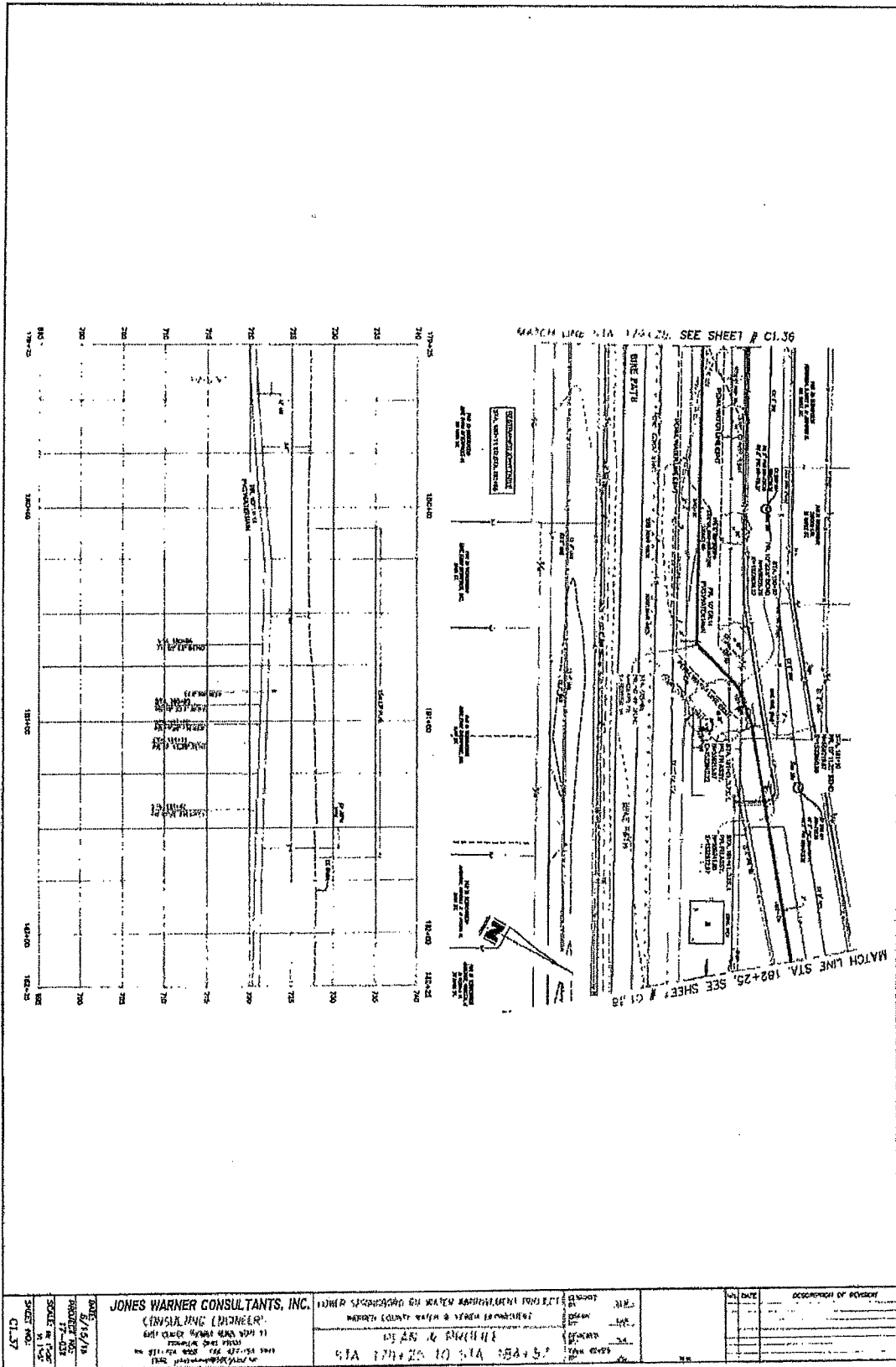
LOWER SPRINGSBORO RD WATER IMPROVEMENT PROJECT
 WARREN COUNTY WATER & SEWER DEPARTMENT
PLAN & PROFILE
 STA. 162+00 T STA. 167+75

NO.	DATE	DESCRIPTION OF REVISION

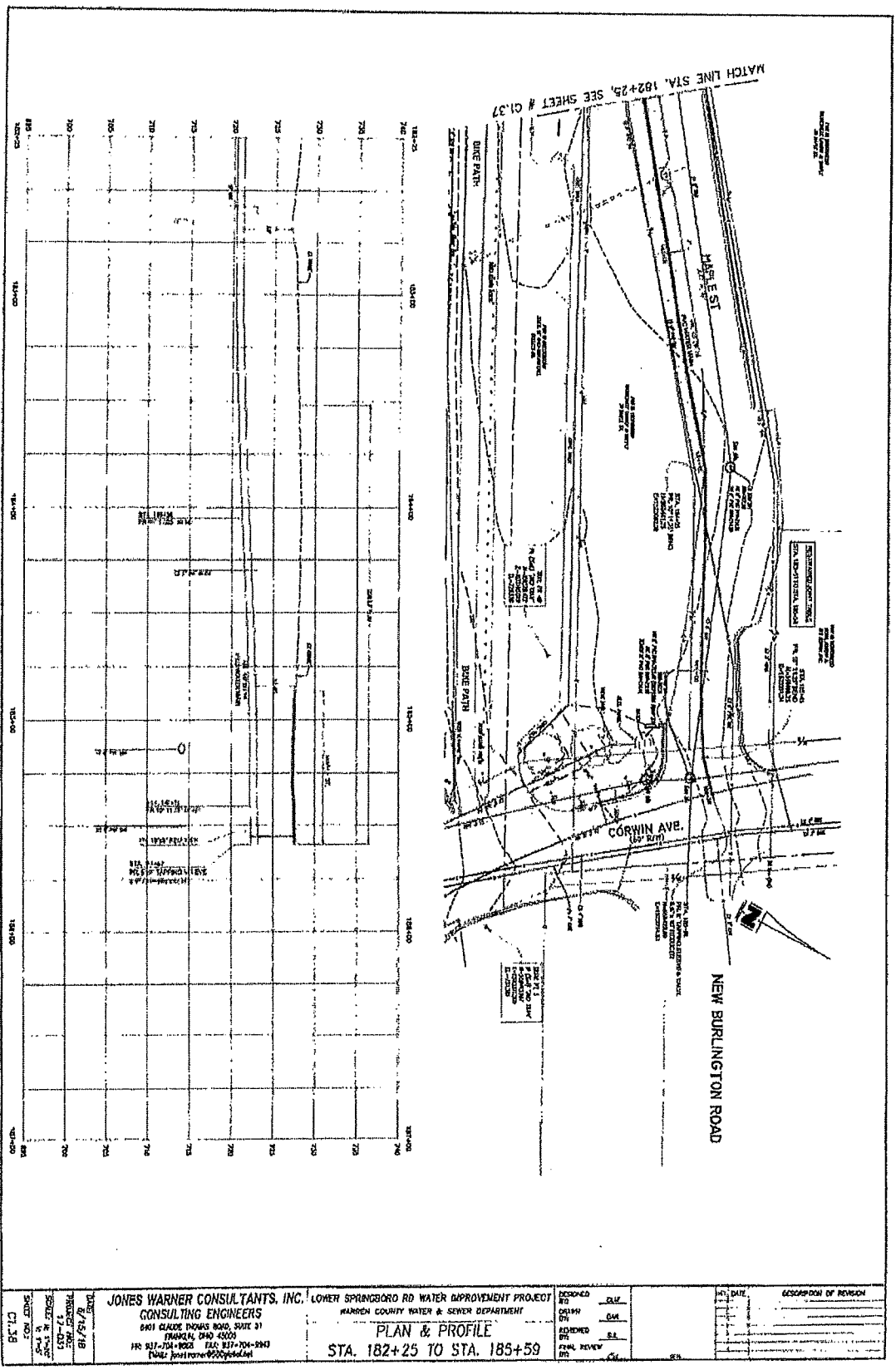




SHEET NO. C1.35	DATE: 6/15/11 DRAWN BY: JWB CHECKED BY: JWB SCALE: 1"=20' PROJECT NO.: 11-001	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 6011 CLARK ROAD, SUITE 21 WYOMING, WY 83001 PH: 307-784-2528 FAX: 307-784-2949 EMail: jwarn@jwc.com		LOWER SPRINGWOOD RD WATER IMPROVEMENT PROJECT WYOMING COUNTY WATER & SEWER DEPARTMENT PLAN & PROFILE STA. 173+50 TO STA. 179+25		DESIGNED BY: JWB DRAWN BY: JWB CHECKED BY: JWB DATE REVIEW: 6/15/11	NO. DATE DESCRIPTION OF REVISION



DATE: 11/15/13 PROJECT NO: 17-033 SCALE: AS SHOWN SHEET NO: C1.37	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEER 11100 N. HARRIS AVE. SUITE 100 TROY, MI 48063-1111 TEL: 313.781.1100 FAX: 313.781.1101 WWW.JONESWARNER.COM	LOWER SAGINAW RIVER WATER SUPPLY PROJECT MORRIS COUNTY WATER & SEWER DEPARTMENT MATCH LINE STA. 182+25, SEE SHEET # C1.36	PROJECT NO: 17-033 SHEET NO: C1.37
		DRAWN BY: JWB CHECKED BY: JWB DATE: 11/15/13	APPROVED BY: JWB DATE: 11/15/13



MATCH LINE STA. 182+25, SEE SHEET # C1.37

DATE: 11/27/18 DRAWN BY: JWB CHECKED BY: JWB SCALE: AS SHOWN SHEET NO. 18 OF 38	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 681 CLARK DEWIS ROAD, SUITE 21 FRANKLIN, OHIO 43002 TEL: 614-771-8022 FAX: 614-771-8943 WWW.JONESWARNER.COM	DESIGNED BY: JWB CHECKED BY: JWB APPROVED BY: JWB FINAL REVIEW BY: JWB	DATE: 11/27/18 DESCRIPTION OF REVISION:
		LOWER SPRINGSBORO RD WATER IMPROVEMENT PROJECT WARREN COUNTY WATER & SEWER DEPARTMENT PLAN & PROFILE STA. 182+25 TO STA. 185+59	REVISIONS:

Resolution

Number 18-1761

Adopted Date November 13, 2018

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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


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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

Resolution

Number 18-1762

Adopted Date November 13, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:

Veterans	\$547.54
Veterans	\$739.46

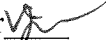
Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Veterans (file)

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 11/7/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: not enough left on po

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101	5220	920		\$ 547.54

VENDOR NAME Gen Tec Cast Metal

DESCRIPTION OF SERVICES Grave Markers

DATE OF OBLIGATION 10/26/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 128,351.67 DATE 10/26/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 123,534.20 DATE 11/8/18

FUND BALANCE NOW \$ 44,118.58

CERTIFIED BY: Matt Nolan 2018 NOV - 8 AM 9:36

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 11/7/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: not enough left on blanket po

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101	5220	920		\$ 739.46

VENDOR NAME Dino Mattorano

DESCRIPTION OF SERVICES Outgrant

DATE OF OBLIGATION 11/7/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 123,534.20 DATE 11/7/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 122,986.66 DATE 11/8/18

FUND BALANCE NOW \$ 122,986.66

CERTIFIED BY: Matt Nolan 2018 NOV -8 AM 9:37

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-1763

Adopted Date November 13, 2018

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills as submitted on #11/08/2018 001, #11/08/2018 002, #11/08/2018 003, #11/08/2018 004, #11/08/2018 005, #11/13/2018 001, #11/13/2018 002, and #11/13/2018 003; said batches are attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-1764

Adopted Date November 13, 2018

APPROVE A CASH ADVANCE FROM COUNTY MOTOR VEHICLE FUND 202 INTO
KING AVENUE BRIDGE PROJECT FUND 437

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the King
Avenue Bridge Project has requested a cash advance until monies are received from fund 202;
and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance.

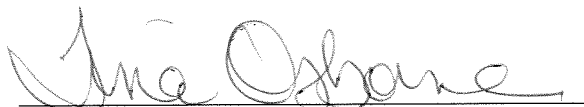
\$250,000.00 from #202-5555-666 (Advances of Cash Out)
into #437-5555-555 (Cash Advance In)

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


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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Cash Advance File
Engineer (file)

Resolution

Number 18-1765

Adopted Date November 13, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE PROBATE COURT
EXPANSION PROJECT FUND #499

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into #499-3725-320 (Juvenile Probate Expansion)


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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Facilities Management (file)
Supplemental App. file

Resolution

Number 18-1766

Adopted Date November 13, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO WARREN COUNTY GARAGE
PARTS FUND #619

BE IT RESOLVED, to approve the following supplemental appropriation:

\$100.00 into #619-1110-910 (Other Expense)

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

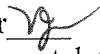
Mrs. Jones – absent
Mr. Grossmann – yea
Mr. Young – yea

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tg/

cc: Auditor 
Supplemental App. file
Garage (file)

Resolution

Number 18-1767

Adopted Date November 13, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
PRETRIAL FUND #101-1222

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #101-1222-102 (Regular Salaries)
into #101-1222-210 (Material & Supplies)

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1768

Adopted Date November 13, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMON PLEAS COURT FUNDS
#101-1222, #101-1223 AND #101-1224 INTO COMMON PLEAS #101-1220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$36.00	from #101-1222-102	(Regular Salaries)
	into #101-1220-101	(Elected Officials)
\$ 2,500.00	from #101-1223-102	(Regular Salaries)
	into #101-1220-855	(Clothing-Personal Equip)
\$30,000.00	from #101-1224-102	(Regular Salaries)
	into #101-1220-317	(Non Capital Purchases)


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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1769

Adopted Date November 13, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE DETENTION FUND #101-2600 AND FROM JUVENILE PROBATION FUND #101-2500 INTO JUVENILE COURT FUND #101-1240

BE IT RESOLVED, to approve the following appropriation adjustments:

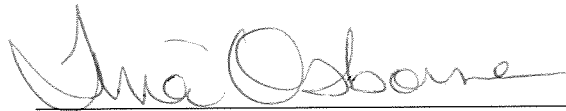
\$8,000.00	from #101-2600-102	(Regular Salaries)
	into #101-2600-114	(Overtime)
\$5,000.00	from #101-2500-102	(Regular Salaries)
	into #101-1240-102	(Regular Salaries)
\$1,000.00	from #101-2500-102	(Regular Salaries)
	into #101-1240-811	(PERS)

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


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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Juvenile (file)

Resolution

Number 18-1770

Adopted Date November 13, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUNDS #101-1280 AND #101-1283

BE IT RESOLVED, to approve the following appropriation adjustments:

\$155.00	from #101-1280-142	(Acting Judges)
	into #101-1280-141	(Acting Judges No Sc)
\$100.00	from #101-1283-855	(Clothing-Personal Equip)
	into #101-1283-400	(Purchased Services)
\$200.00	from #101-1283-850	(Training-Education)
	into #101-1283-400	(Purchased Services)
\$300.00	from #101-1283-317	(Non Capital Purchases)
	into #101-1283-400	(Purchased Services)


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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
County Court (file)

Resolution

Number 18-1771

Adopted Date November 13, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #101-2100

BE IT RESOLVED, to approve the following appropriation adjustment:


\$5,000.00 from #101-2100-400 (Purchased Services)
 into #101-2100-210 (Material & Supplies)


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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Coroner (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1772

Adopted Date November 13, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #206

BE IT RESOLVED, to approve the following appropriation adjustment:


\$225.00	from	#206-2700-210	(Materials & Supplies)
	into	#206-2700-910	(Other Expense)

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


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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. File
Dog & Kennel (file)

Resolution

Number 18-1773

Adopted Date November 13, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURERS OFFICE FUND #249

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,000.00 from #249-1130-910 (Other Expense)
 into #249-1130-400 (Professional Services)

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor BO
Appropriation Adj. file
Treasurer (file)

Resolution

Number 18-1774

Adopted Date November 13, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#101-1300 AND FROM #101-1301 INTO #101-1300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$8,000.00 from #101-1300-114 (overtime)
 into #101-1300-102 (Election Pollworkers)

\$3,500.00 from #101-1301-151 (Pollworkers)
 into #101-1300-151 (Pollworkers)

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor VJ
Appropriation Adj. file
Board of Elections (file)
OMB

Resolution

Number 18-1775

Adopted Date November 13, 2018

APPROVE WITH CONDITIONS THE SITE PLAN APPLICATION OF ERIC W. AND JESSICA M. FIELDS AND AMERICAN TOWER LLC

WHEREAS, an Application for Site Plan Review (“Application”) was filed with the Zoning Department on August 15, 2018, by property owner, Eric W. and Jessica M. Fields (“Owner”), and their agent, David A Pike, attorney American Tower LLC (“Agent”), or jointly referred to as “Applicant”, relating to the property located at 1688 North State Route 48 in Turtlecreek Township, that consists of 29.5 acres, identified as Parcel # 09-31-100-006 in Turtlecreek Township, Warren County, Ohio (“the Site”); and

WHEREAS, the Application was supported by filings in accordance with Section 1.303.3 (C) of the Warren County Rural Zoning Code (“Zoning Code”) including:

- The Application for Site Plan Review;
- A List of Property Owners With-In 500 Feet of Property Lines;
- An Authorization of Agent by Owner(s);
- A Temporary License/Right of Entry for Posting Sign; and,
- PowerPoint Presentation
- The following Exhibits:
 - Jurisdiction Notification from Warren County, Application, Limited Power of Attorney, and Deed
 - Verizon Wireless FCC Licenses
 - Data Usage Report
 - Radio Frequency Report
 - Site Selection Report
 - Engineering Report
 - Co-location Report
 - First Responder Report
 - CDC Report
 - Site Plan, Survey, Landscape Plan, & Tower Elevation Drawing

WHEREAS, the Site Plan drawing provides details and illustrates the proposed construction of a 155’ telecommunication tower with a 9’ lightening arrestor for a total height of 164’; and

WHEREAS, the said Application was assigned Case # 101-2018 SP, and in accordance with Zoning Code Section 1.303.3 (C), the Zoning Inspector, Mike Yetter (“Zoning Inspector”) posted a sign on the Site on September 11, 2018, stating the property is the subject of a public process and where to obtain additional information about the public process; and

WHEREAS, the Board scheduled the Application for a quasi-judicial hearing on October 9, 2018, and continue to this 13th day of November 2018, at 9:00 a.m.; and

WHEREAS, in accordance with Zoning Code Section 1.303.3 (C), the Zoning Inspector mailed written notice, by first class mail, on September 13, 2018, being more than ten (10) days prior to the scheduled hearing, describing the Application, enclosing the Order and Rules for how the Board would conduct the hearing, giving notice of the date, time and place of the hearing, and providing an internet link to view the Site Plan to: all owners of property within five hundred (500) feet from the property lines of the Site by regular U.S. mail, as well to the Applicant and the Agent by certified mail; and

WHEREAS, the hearing was reconvened on November 13, 2018, and the Board requested the Zoning Inspector to identify: 1) the applicant and the agent; 2) the township where the Site is located; 3) the size of the Site; 4) the Site's current zoning designation on the official zoning map; 5) the existing land uses of the Site; 6) the designation of the Site on the Future Land Use Map; 7) each document the Applicant filed in support of the Application; 8) whether the Applicant had complied with the application requirements in Article 1, Section 1.303.3 and the review process requirements in Article 1, Section 1.303.5 of the Zoning Code; and, 9) any comments, deficiencies, problems, concerns or recommendations the Zoning Inspector had based on his review and communications he had with any other authorities or departments from which the Zoning Inspector solicited comments; and

WHEREAS, after considering all of the testimony and evidence weighing and balancing the Review Criteria from the Zoning Code applicable to the Site Plan including but not limited to Section 1.303.1 and 1.303.6, the Board finds that Applicant presented substantial, reliable and probative evidence into the Record that requires conditional approval of the Site Plan Application; and

NOW THEREFORE BE IT RESOLVED, the Site Plan Application of the Eric W. and Jessica M. Fields and All American Towers, LLC is hereby APPROVED; and

BE IT FURTHER RESOLVED, that the said conditional approval is contingent upon the development and operation of the Site fully and continuously complying with all of the following conditions:

1. Compliance with the Warren County Rural Zoning Code Standards for Site Plan Review Section 1.303 has been met.
2. The Telecommunications Tower use is providing essential everyday services to the immediate surrounding area and meets the standards of Section 3.205.11 subject to the following:
 - A. Site Access and Circulation:
Section 3.205.11(A) (4) requires approval of the Access Permit by the Warren County Engineer, Ohio Department of Transportation and the Turtlecreek Township Fire and EMS Departments to ensure adequacy of the access point for the additional use.
 - B. No grading within the floodplain or streamside setback areas.
 - C. The applicant will follow the Site Plan submitted with this application and include these recommendations at the time of permitting.

3. Buffer Screening: Submit a revised landscaping plan that shows how the existing vegetation will be preserved and integrated into the proposed landscape plan, also trees and vegetation outside of the 100 x 100 foot leased area shall be preserved to the greatest extent.
4. If the project will disturb an acre or more of land, and earth disturbing a permit from Warren County Soil and Water Conservation District will be required, also additional levels of perimeter sediment protection will be required on the east side of the project to protect North Fork Turtle Creek, SWP3 will be required per EPA regulations, and stormwater quality and quantity calculations will need to be provided.

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 - absent
Mr. Young - yea
Mr. Grossmann - yea

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Site/Plat file
RZC
RPC
Applicant

Resolution

Number 18-1776

Adopted Date November 13, 2018

APPROVE THE PRELIMINARY SITE PLAN FOR MIAMI VALLEY GAMING & RACING PUD WITHIN THE INTERSTATE OVERLAY DISTRICT

WHEREAS, Chapter 18 (Planned Unit Development "PUD" Regulations) of the Warren County Rural Zoning Code requires that Stage II preliminary site plans be submitted to the Board of Warren County Commissioners for consideration prior to development in any PUD; and

WHEREAS, the Board of Warren County Commissioners has held a public hearing for this purpose on this date, taking into consideration all comments received, including the recommendation of the Warren County Regional Planning commission (RPC); and

NOW THEREFORE BE IT RESOLVED, to approve the Revised Preliminary Site Plan for Miami Valley Gaming & Racing PUD within the Interstate Overlay District in Turtlecreek Township, subject to the following conditions:

- a. That the development's impervious surface ratio does not exceed fifty percent and that development of the site complies with applicable requirements of the Ground Water Protection Overlay (Warren County Rural Zoning Code: Article 2, Chapter 6, section 2.601).
- b. That the applicant submits and receives approval by the Warren County Combined Health District and the Soil and Water Conservation District of an animal waste containment/disposal plan.
- c. The applicant shall comply with the PUD Stage 1 standards of the Warren County Rural Zoning Code. All development is subject to the development standards illustrated on the approved overall site plan and the revised plans, and as documented in the approved "Special Development Standards for the Miami Valley Gaming & Racing PUD District' attached as Exhibit A, along with the conditions of approval.
- d. The design and architecture of additional structures/buildings (including signage) are limited to approved by the Board of County Commissioners. The applicant shall submit and receive approval of the Warren County RPC Director for a comprehensive sign plan prior to Stage 3 review.
- e. Future development complies with the design standards and guidelines of the MXU-C (Warren County Rural Zoning Code: Article 2, Chapter 4, section 2.407.8).
- f. Prior to PUD Stage 3, the applicant shall submit a lighting plan with a photometric study.
- g. An amendment to the approved sign plan for pole, roof or gateway/ground signs constitutes an amendment of the PUD Stage 2 process.
- h. That the design of the perimeter buffer and fencing receives approval of the Warren County RPC Director as determined necessary for final site plan approval.

- i. Prior to construction of the culvert structures crossing Shaker Creek the applicant provides a FEMA approved Conditional Letter of Map Revision that documents revisions to the floodplain boundary, for Union Road Crossing and receive approval from the Chief Building Official.
- j. Prior to PUD Stage 3 approval, the applicant/developer complies with vehicular access, circulation and traffic volume management to the approval of the Warren County Engineer, the City of Monroe, and Ohio Department of Transportation, as applicable, in conjunction with the Turtlecreek Township Fire Rescue District. Required road network improvements shall be implemented prior to issuance of a Certificate of Occupancy.
- k. The applicant dedicates the proposed road right-of-way, immediately east of Shaker Creek and parallel to the site's western boundary, the location and width of the right-of-way will be determined by the Warren County Engineer's Office and agreed upon by the applicant.
- l. The applicant/developer complies with water service provision requirements of the Warren County Sewer & Water Department as determined sufficient to adequately serve the use allowed.
- m. Comply with all rules and regulations of Warren County Soil & Water Conservation District; Warren County Engineer's Office; Warren County Combined Health District and Butler County Department of Environmental Services.
- n. Prior to PUD Stage 3, the applicant shall submit detailed impervious area calculations which include the race track.

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: RPC
RZC
Site Plan file
Turtlecreek Township

Resolution

Number 18-1777

Adopted Date November 13, 2018

A RESOLUTION IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF THE TURTLECREEK TOWNSHIP COMMUNITY REINVESTMENT AREA, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND CREATING A COMMUNITY REINVESTMENT HOUSING COUNCIL

WHEREAS, The Ohio Community Reinvestment Area Act, under Section 3735.65 of the Ohio Revised Code, authorizes counties to designate areas as Community Reinvestment Areas; and

WHEREAS, Warren County Board of County Commissioners (hereinafter "Board") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of Turtlecreek Township that have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing (attached herein as "Attachment A"), as required by Section 3735.66 of the Ohio Revised Code, has been prepared for the area to be included in the proposed Community Reinvestment Area; and

WHEREAS, the survey of housing shows the facts and conditions relating to existing housing and commercial facilities and undeveloped areas, including, among other things, evidence of deterioration and lack of new construction or repair or rehabilitation of substantial portions of the proposed Community Reinvestment Area; and

WHEREAS, the maintenance of existing and construction of new structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners, Warren County, Ohio:

Section 1: The area designated as the Turtlecreek Township Community Reinvestment Area I constitutes an area in which housing facilities are located, and in which new construction or repair of existing facilities has been discouraged:

Section 2: Pursuant to Section 3735.66 of the Ohio Revised Code, Turtlecreek Township Community Reinvestment Area I, is hereby established, comprised of the area within the following existing parcels as identified by the Warren County Auditor:

Parcel Number

11062000020
12291000022
12281000030
12294000010
12282000010

Only commercial, and/or industrial properties consistent with the applicable zoning regulations within the Turtlecreek Township Community Reinvestment Area I will be eligible for exemptions described herein. Residential construction and remodeling shall not be eligible for exemptions within Turtlecreek Township Community Reinvestment Area I.

Section 3: The entire area within the existing parcels identified in Section 2 as being within the designated Community Reinvestment Area are eligible for this incentive.

Section 4: Within the Turtlecreek Township Community Reinvestment Area I, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the Section 3765.67 of the Ohio Revised Code. The results of the negotiation as approved by this Commission will be set in writing in a Community Reinvestment Area Agreement as outlined in Section 3735.671 of the Ohio Revised Code; provided that no such Community Reinvestment Area Agreement shall be approved by the Board without prior written consent of the Lebanon City School District, or other school district as applicable, after proper notice thereof in accordance with Section 3735.671 of the Ohio Revised Code. A tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods:

- a. Up to, and including, fifteen (15) years, and up to, and including, seventy-five percent (75%) for the remodeling of existing commercial and industrial facilities and upon which the cost of remodeling is at least \$5,000, as described in ORC Section 3735.67, the term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.
- b. Up to, and including, fifteen (15) years, and up to, and including, seventy-five percent (75%) for the construction of new commercial or industrial facilities, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

For the purposes of the above described Community Reinvestment Area, structures or portions thereof exclusively used for residential purposes, regardless of the number of units contained therein, shall be classified as residential structures.

If remodeling qualifies for an exemption, during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Section 5: All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672(C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement - a minimum of Five Hundred Dollars (\$500.00) up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) annually unless waived.

Section 6: To administer and implement the provisions of this Resolution, Matthew Schnipke is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.

Section 7: That the Board of Commissioners shall cause a Housing Council as described in Section 3735.69 of the Ohio Revised Code to be appointed.

Section 8: The Housing Officer shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The Council shall also hear appeals under Section 3735.70 of the ORC.

Section 9: The Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, that all deliberations of this Board and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

Section 10: That the Clerk of this Board of County Commissioners is directed to publish this Resolution in a newspaper of general circulation in the County, once a week for two (2) weeks immediately following its adoption.

Section 11: That this Board of County Commissioners authorizes its Department of Economic Development to process on its behalf an Ohio CRA Program Petition for Area Certification, within 15 days after the adoption of this Resolution, including without limitation a certified copy of this Resolution and Attachment A hereto, and all other supporting documentation, to the director of ODSA for the director to confirm the findings described in this Resolution. No exemption from taxation under section 3735.67 of the Ohio Revised Code shall be granted until the director forwards the director's determination/CRA Confirmation Certificate to this Board that the findings contained in this Resolution are valid, and that the classification of structures or remodeling eligible for exemption under this Resolution is consistent with applicable zoning restrictions applicable to Turtlecreek Township Community Reinvestment Area I.

RESOLUTION #18-1777
NOVEMBER 13, 2018
PAGE 4

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

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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

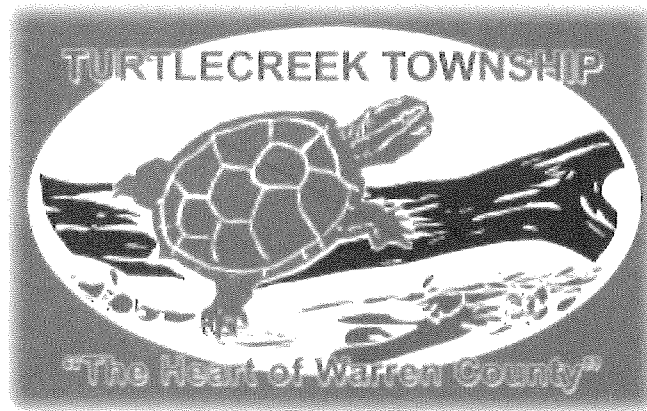
Tina Osborne, Clerk

cc: Economic Development (file)
Turtlecreek Township Trustees
State of Ohio (certified)

ATTACHMENT "B"

TURTLECREEK TOWNSHIP

COMMUNITY REINVESTMENT AREA HOUSING SURVEY



May 25, 2018

PREPARED BY:

Frost Brown Todd LLC
May 25, 2018

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Turtlecreek Township
Community Reinvestment Area
Housing Survey

PURPOSE AND SCOPE

This Community Reinvestment Area Housing Survey (the “Housing Survey”) constitutes a component of the statutory framework necessary to properly designate an area as a Community Reinvestment Area (“CRA”) as defined in Sections 3735.65 through 3735.70 of the Ohio Revised Code (the “ORC”). Turtlecreek Township, Warren County, Ohio (the “Township”) has undertaken this Housing Survey on behalf of the County Commission of Warren County, Ohio (the “County”) in accordance with ORC Section 3735.66.

The CRA program permits counties to designate areas where investment has been discouraged as a CRA in order to encourage revitalization of existing housing and building stock, and the construction of new structures. Specifically, the purpose of this Housing Survey is to determine whether the area within the County and the Township shown in Figure 1 below (the “Proposed CRA”) is an area in which “housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structure are discouraged.” As of the date hereof, the property within the boundary of the Proposed CRA includes the following parcels:

Parcel Number

11062000020
12291000022
12281000030
12294000010
12282000010

The Proposed CRA is located in an area approximately one mile east of Interstate 75, generally bounded by Ohio State Route 63 to the north and Ohio State Route 741 to the east. The proposed CRA contains approximately 1,300 acres of land, 2 existing residential structures, and various other structures, including storage facilities related to agricultural activities.

As described in greater detail herein, creation and implementation of the Proposed CRA will encourage economic development within the Proposed CRA. Formation of the Proposed CRA will also provide the County and the Township with a tool to incentivize housing construction and economic development in a way that optimizes land use for the benefit of existing and future residents, visitors and business operators within and proximate to the Proposed CRA.

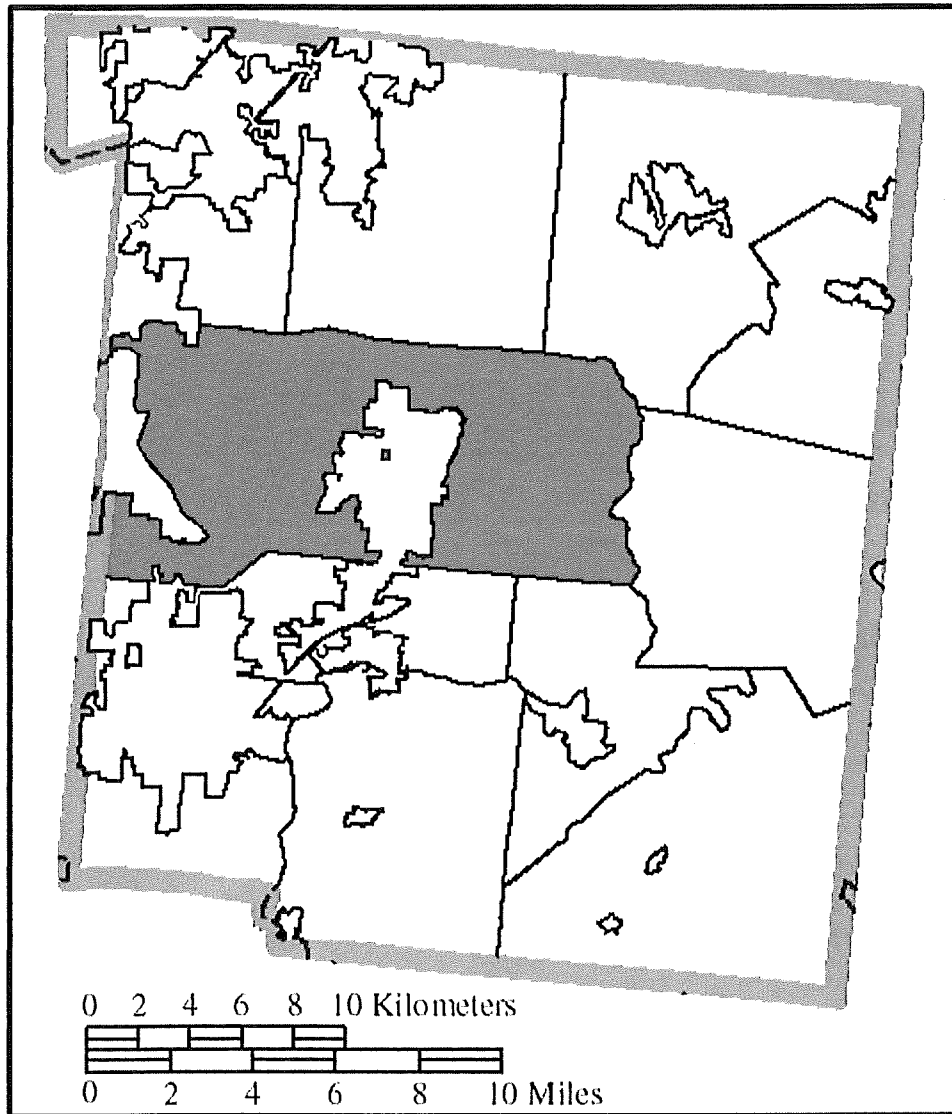
Figure 1. Proposed CRA



TURTLECREEK TOWNSHIP

Turtlecreek Township is the largest township in Warren County, Ohio, surrounding the county seat of Lebanon. The township is approximately 30 miles away from Cincinnati and 20 miles from Dayton. Its population, not including portions of the cities of Middletown and Monroe, is 15,425 according to 2016 estimates¹.

Figure 2. Map of Warren County (Turtlecreek Township Highlighted in Red)



¹ U.S. Census Bureau, American Factfinder.

Demographics

Demographic and socio-economic characteristics provided by the U.S. Census Bureau and the Ohio Department of Job and Family Services are described to identify past conditions and trends in the community. The statistical information in this section, unless otherwise noted, was derived from census reports published by the U.S. Census Bureau and reports published by the Ohio Department of Job and Family Services. Inconsistencies in the data are possible based on how census data is collected. In addition to errors occurring during collection, much of the census data presented in this report is based on sample data rather than 100% reporting and is therefore subject to sampling error. Because of sampling errors and non-sampling errors, there may be discrepancies in the reporting of similar types of data. However, the discrepancies will not negate the usefulness of the census data to conduct the analysis.

Figure 3. Population Characteristics

	Turtlecreek Township		Warren County	
	Number	Percent	Number	Percent
Population	15,425	-	222,184	-
Median Age	38.1 years	-	39.1 years	-
Under 5 years	428	2.8%	13,241	6.0%
18 years and over	13,319	86.3%	164,642	74.1%
65 years and over	1,991	12.9%	28,684	12.9%
Male Population	10,194	66.1%	111,615	50.2%
Female Population	5,231	33.9%	110,569	49.8

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Figure 4. Population Growth

	Turtlecreek Township (Growth %)		Warren County (Growth %)	
1970	14,635	-	85,505	-
1980	8,363	(42.9%)	99,276	16.11%
1990	10,391	24.3%	113,927	14.76%
2000	12,617	21.4%	158,486	39.11%
2010	15,143	20.0%	212,693	34.20%
2016	15,425	1.9%%	222,184	4.46%

Source: Ohio Municipal Advisory Council

Figure 5. Warren County Employment

<u>Year</u>	<u>Employed In</u>		<u>Unemployment Rate</u>			
	<u>County</u>	<u>MSA²</u>	<u>County</u>	<u>MSA²</u>	<u>State</u>	<u>U.S.</u>
2008	103,200	817,500	5.5	5.8	6.4	5.8
2009	99,200	778,000	8.9	9.4	10.3	9.3
2010	100,200	757,100	9.0	9.9	10.3	9.6
2011	101,000	756,500	7.9	8.9	8.8	8.9
2012	101,900	759,100	6.5	7.4	7.4	8.1
2013	102,900	762,000	6.5	7.3	7.5	7.4
2014	105,300	775,700	5.0	5.5	5.8	6.2
2015	107,700	786,000	4.1	4.5	4.9	5.3
2016	108,700	793,100	4.1	4.4	4.9	4.9
2017	110,900	809,200	4.0	4.3	5.0	4.4

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

The Township and regional demographic and employment statistics and trends presented above demonstrate strong economic growth. In order continue such growth and advance future economic development, the Township must accommodate current and future residents. The County and Township require the means to incentivize economic development in a manner that complements existing housing stock and does not stifle planned future housing development.

General Existing Housing Characteristics

Turtlecreek Township has an estimated 4,373 housing units, of which approximately 423 are vacant. The median home value in Turtlecreek Township is \$250,700 (based on Census estimates). The below tables contain general information about housing stock characteristics for Turtlecreek Township:

Figure 6. Turtlecreek Township Housing Occupancy

	<u>Turtlecreek Township</u>		<u>Warren County</u>	
	<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>
Total Housing Units	4,373	-	83,747	-
Occupied Units	3,950	90.3%	79,466	94.8%
Owner-Occupied	3,277	74.9%	61,132	73.0%
Renter-Occupied	673	15.4%	18,334	21.8%
Vacant Units	423	9.7%	4,281	5.1%

² Cincinnati MSA, Ohio Counties Only

Figure 6. Year Structures Built

	Turtlecreek Township		Warren County	
	Number	Percent	Number	Number
Total Housing Units	4,373	-	83,747	-
Built 2014 or later	44	1.0%	440	440
Built 2010 to 2013	260	5.9%	2,875	2,875
Built 2000 to 2009	920	21.0%	22,381	22,381
Built 1990 to 1999	1,133	25.9%	21,064	21,064
Built 1980 to 1989	617	14.1%	8,766	8,766
Built 1970 to 1979	571	13.1%	8,602	8,602
Built 1960 to 1969	243	5.6%	6,030	6,030
Built 1950 to 1959	291	6.7%	7,501	7,501
Built 1940 to 1949	61	1.4%	1,713	1,713
Built 1939 or earlier	233	5.3%	4,375	4,375

Figure 7. Gross Rent

	Turtlecreek Township		Warren County	
	Number	Percent	Number	Percent
Occupied Units Paying Rent	673	-	17,384	-
Less than \$500	45	6.7%	1,378	7.9%
\$500 to \$999	206	30.6%	7,982	45.9%
\$1,000 to \$1,499	121	18.0%	6,057	34.8%
\$1,500 to \$1,999	94	14.0%	1,512	8.7%
\$2,000 to \$2,499	178	26.4%	326	1.9%
\$2,500 to \$2,999	0	0.0%	63	0.4%
\$3,000 or more	29	4.3%	66	0.4%
Median (dollars)	1,350	(X)	957	(X)
No rent paid	0	(X)	950	(X)

PROPOSED CRA

While the majority of the residential and commercial properties within Turtlecreek Township are in good condition, the area within the proposed CRA contains residential and commercial properties which are undeveloped or underdeveloped. A number of contributing factors exist that discourage development within the area of the proposed CRA, including the existence of two prison facilities. Both the Warren County and Lebanon Correctional Institutions are located within or directly adjacent to the territory of the proposed CRA, creating a disincentive for development in the area.

Armed with the ability to provide the proper incentives, the Township and the County can better encourage the highest and best use of land proximate to the correctional facilities. For example, the Township may incentive commercial and industrial use of land within portions of the CRA in order to make other, better-situated parcels available for single or multifamily housing.

A windshield survey was conducted of the residential and commercial buildings located within the proposed CRA. Each building was ranged as "Good," "Fair," or "Poor" based upon the apparent condition of the property. "Good" condition properties appear to have no damage or

defects and are not in need of repair. "Fair" condition properties appear to have minor damage or defects and appear to be in need of minor repair. "Poor" condition properties appear to have damage or defects in need of moderate or greater repair.

Condition of Housing Units

Property Address: 909 OH-741, Lebanon, Ohio 45306

Parcel Number: 12294000010

Property Built In: 1900

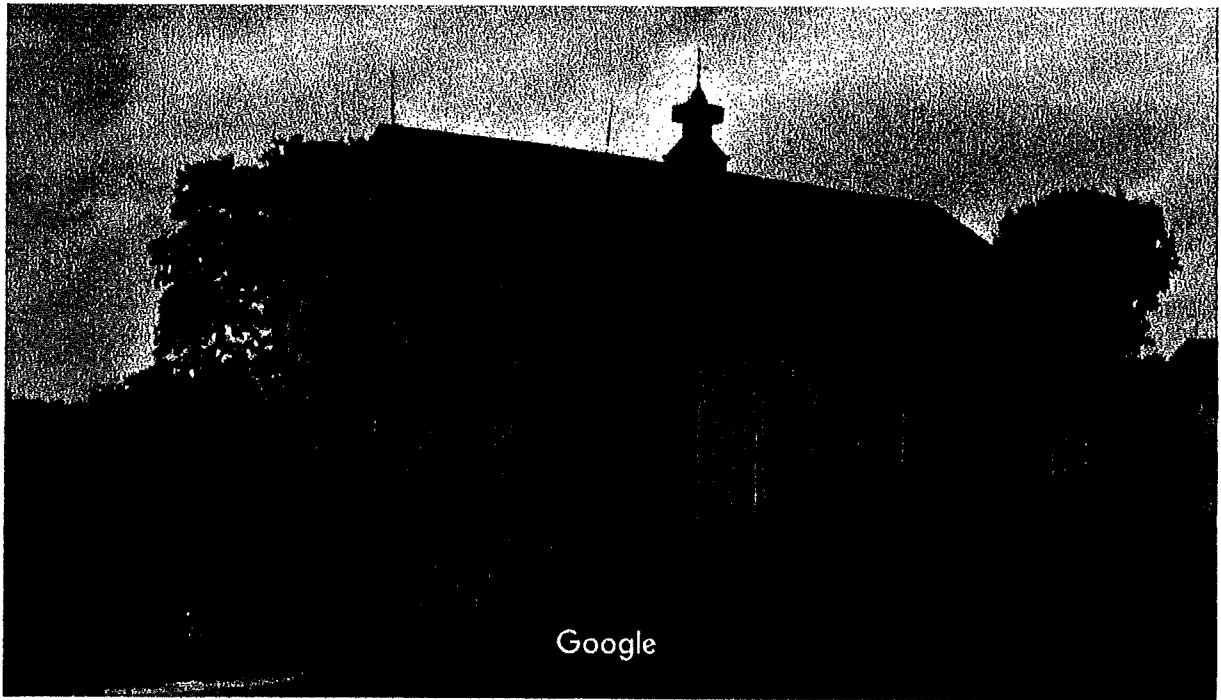
Property Assessed Value: \$41,770 (Building), \$379,310 (Land)

Structure Condition: Poor





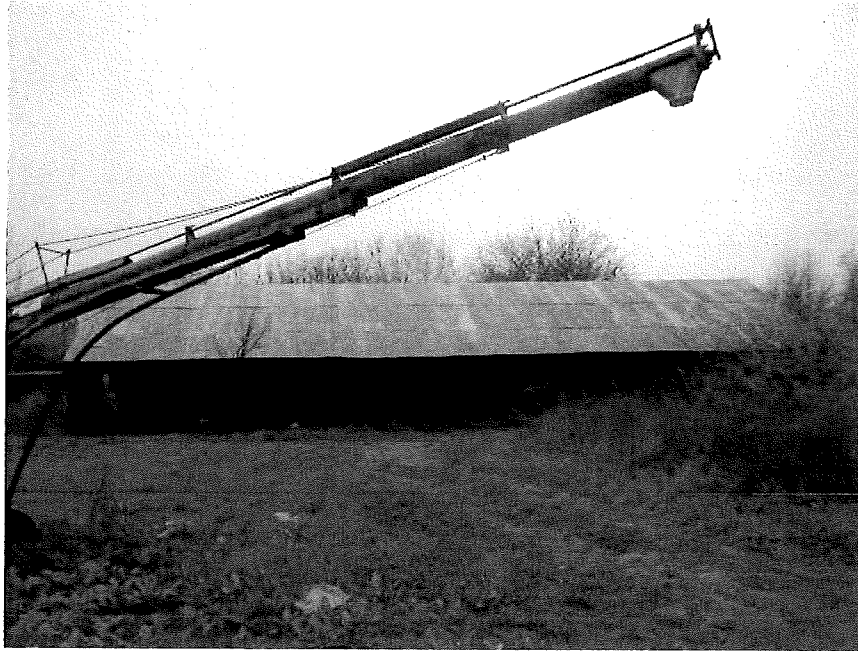




Property Address: 4352 Hamilton Road, Lebanon, Ohio 45306
Parcel Number: 12281000030
Property Built In: 1920
Property Assessed Value: \$2,260 (Building), \$159,900 (Land)
Structure Condition: Very Poor





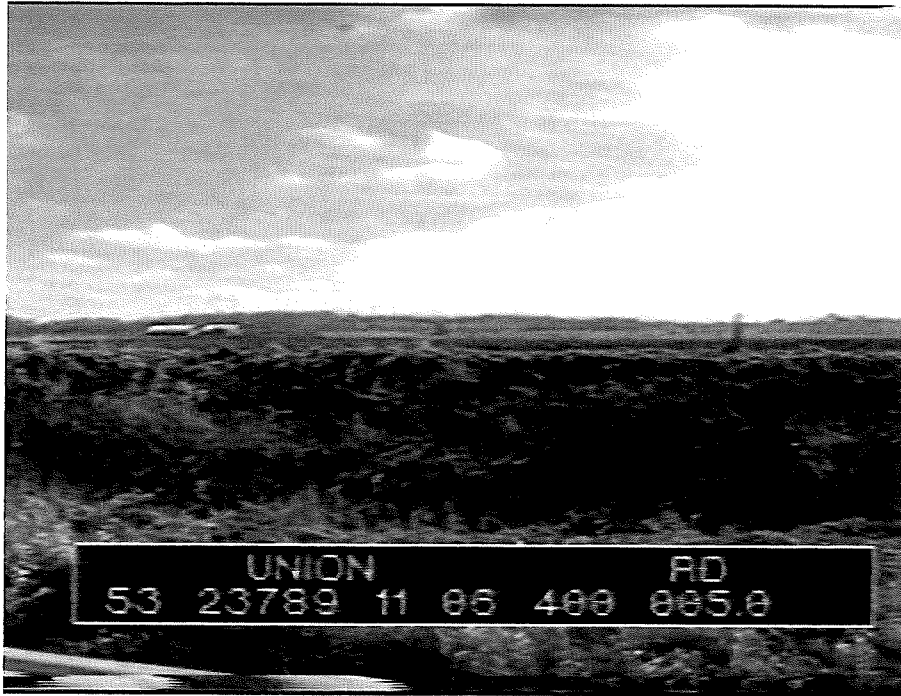


Vacant Land

Property Address: N. Union Road, Monroe, Ohio 45050

Parcel Number: 11062000020

Property Assessed Value: \$95,960



Property Address: Route 63, Lebanon, Ohio 45036
Parcel Number: 1291000022
Property Assessed Value: \$440,370



Property Address: Route 741, Lebanon, Ohio 45036
Parcel Number: 12282000010
Property Assessed Value: \$56,190



CONCLUSION

The designation of the Proposed CRA for Turtlecreek Township is intended to encourage economic development, construction of additional housing in the Proposed CRA and the Township generally, revitalization of existing housing stock, and the development of vacant land. The data within this Housing Survey demonstrates that the Proposed CRA shown in Figure 1 is an area that has experienced disinvestment in residential property, includes underutilized and undervalued property, shows signs of deterioration, and has seen little investment. CRA implementation will provide the opportunity to control and optimize housing development and economic development generally within the Proposed CRA, the Township and the County.

In conclusion, this Housing Survey demonstrates that the Proposed CRA meets the criteria for a Community Reinvestment Area as defined by Ohio Revised Code.

EN01096.Public-01096 4850-0179-4910v5

ATTACHMENT "F"



“ATTACHMENT G”

1. Lebanon City Schools
700 Holbrook Ave.
Lebanon, Ohio 45036
513-934-5770
2. Warren County Career Center
3525 North State Route 48
Lebanon, Ohio 45036
513-932-5677

TURTLECREEK TOWNSHIP

1. Jonathan D. Sams, Trustee
2. James VanDeGrift, Trustee
3. Daniel F. Jones, Trustee
4. Amanda K. Childers, Fiscal Officer
5. Tammy Boggs, Administrator
6. Todd Yohey, Lebanon City Schools Superintendent
7. Rick Smith, Warren County Career Center Superintendent

13 (d) The County and Turtlecreek Township have communicated directly with the Lebanon City School District, and sought the School District's input regarding the potential provision of tax exemptions within the proposed CRA. The ineligibility of residential construction and remodeling for tax exemptions within the proposed CRA are a result of the discussions with the School District, as are the 75% limitation on tax exemptions within the proposed CRAs for commercial and industrial facilities. The County and the School District are aware of the requirement that School District approval is necessary in accordance with Ohio Revised Code Section 3735.671 in order to exempt property from taxation within the proposed CRA. The County and the School District have not determined terms of a revenue sharing agreement but intend to cooperate to ensure that any agreements in connection with tax exemptions within the CRA are mutually beneficial to all parties involved.

Request information for the CRA Application

1	#1 Turtlecreek Twp West
4	15,425
5	0
6	0
8	Included
11 (d)	none
12	Included
13 (a)	Included
13 (b)	waiting on response from schools
13 (d)	Included
14 (a)	Included
(d)	Included
(e)	Included



September 24, 2018


Turtlecreek Township
Tammy Boggs, Administrator
670 N. State Route 123
Lebanon, Ohio 45036

Dear Ms. Boggs,

I would like to thank Jonathan Sams, Amanda Childers and yourself for our recent meeting concerning the potential establishment of a Community Reinvestment Area (CRA) within a portion of our School District. We certainly appreciate the township including the Lebanon City School District early in the discussion of potential residential and commercial development within your jurisdiction.

Based upon our initial discussion of the proposed Community Reinvestment Area, the Lebanon City School District is supportive of creating an area to attract and maintain commercial and industrial development within the school district. We look forward to working with the township in the future regarding specific projects in the proposed area.

Sincerely,


P. Eric Sotzing, Treasurer

Resolution

Number 18-1778

Adopted Date November 13, 2018

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL
APPROPRIATION FOR PROBATE/JAIL COURT BUILDING ADDITION/RENOVATION
CONSTRUCTION #499

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget
Commission for Fund #499 in the amount of \$1,200,000; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

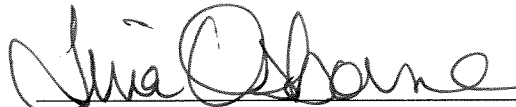
\$3,752,820.00 into #499-3725-320 (Capital Purchases)

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


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

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Amended Certificate file
Supplemental App file
Commissioners file
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, Nov 8, 2018

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2018, 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 Project	Jan. 1st, 2018	Taxes	Other Sources	Total
Juvenile/Probate Court Expansion	\$3,632,250.00	\$0.00	\$1,200,000.00	\$4,832,250.00
Fund 499				
TOTAL	\$3,632,250.00	\$0.00	\$1,200,000.00	\$4,832,250.00

_____)
 _____)
Matt Nolan)
 _____) Budget
 _____) Commission
 _____)

AMEND 18 13
Fund 499-9000-999 +1,200,000.00

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