

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1934

Adopted Date December 20, 2022

APPOINT ARLENE BYRD AS THE DIRECTOR OF WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the Board of County Commissioners to appoint Arlene Byrd as the Director of Warren County Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to appoint Arlene Byrd, as the Director within Warren County Job and Family Services, Human Services Division, unclassified, full-time permanent, exempt status (40 hours per week), Pay Range #C, \$3,323.08 bi-weekly, effective pay period beginning December 31, 2022.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
A.Byrd's Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-1935

Adopted Date December 20, 2022

## APPROVE LEAVE DONATION FOR WAYNE CLICK WITHIN WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, the director of Facilities Management has indicated that Mr. Click has requested leave donation due to a serious health condition, and the director is requesting leave donation be approved for Mr. Click; and


NOW THEREFORE BE IT RESOLVED, to approve leave donation for Wayne Click within Warren County Facilities Management, effective when all of Mr. Click's paid leave is exhausted.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
W. Click's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 22-1936

Adopted Date December 20, 2022

## HIRE NATHAN WILLIAMS AS SEWER COLLECTIONS WORKER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Nathan Williams, as Sewer Collections Worker I, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), nonstandard work week, Pay Range #13, \$20.36 per hour, effective January 3, 2023 subject to a negative background check, drug screen, and a 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: N. Williams' Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer

# Resolution

Number 22-1937

Adopted Date December 20, 2022

## HIRE NOAH FAULKNER AS SEWER COLLECTIONS WORKER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Noah Faulkner, as Sewer Collections Worker I, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), nonstandard work week, Pay Range #13, \$20.36 per hour, effective January 3, 2023 subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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



# Resolution

Number 22-1938

Adopted Date December 20, 2022

HIRE JORDAN BARNHART AS ASSISTANT BUSINESS MANAGER, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Jordan Barnhart as Assistant Business Manager within the Warren County Job and Family Services, classified, full-time permanent, non-exempt status (40 hours per week), nonstandard work week, Pay Range #20, \$23.38 per hour, effective January 3, 2023, subject to a negative background check, drug screen, and a 365-day probationary period.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

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

# Resolution

Number 22-1939

Adopted Date December 20, 2022

## AMEND SECTIONS 4.06: OVERTIME APPROVAL OF THE WARREN COUNTY PERSONNEL POLICY MANUAL

WHEREAS, it is the desire of this Board to modify Section 4.06 by adding section E regarding mandatory overtime payment at one and one-half (1 ½) times employee's regular rate of pay; and

NOW THEREFORE BE IT RESOLVED, to amend 4.06: Overtime Approval of the Warren County Personnel Policy Manual, as attached hereto and made a part hereof; and

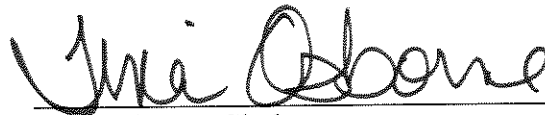
BE IT FURTHER RESOLVED, that said amendments will become effective immediately.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage  
Facilities Management  
Water/Sewer  
Commissioners  
Telecommunications  
Grants Admin.  
Building & Zoning  
Clerk of Courts  
Treasurer  
Auditor  
Veterans  
Coroner  
Engineer  
CSEA  
OhioMeansJobs  
Solid Waste  
Emergency Services  
County Court  
Dog and Kennel  
Children Services  
Recorder  
Information Technology  
Economic Development  
Human Services  
OMB  
Soil & Water  
Personnel Policy file

POLICY 4.06: OVERTIME APPROVAL

- A. Normally overtime must be authorized in writing by the Appointing Authority or designee in advance of the overtime being worked.
- B. Unusual or emergency circumstances may require employees to work overtime without having prior authorization of the Appointing Authority or designee. Whenever such unusual or emergency circumstances occur, the employee shall receive either cash payment or compensatory time (in accordance with agency policy) for the overtime worked. However, the Employer reserves the right to inquire into the necessity of the overtime and to administer discipline if it is determined that the overtime was not justifiable.
- C. Scheduled overtime, which is subsequently canceled for any reason, shall not entitle the employee to overtime compensation.
- D. In times of need or emergency an employer has the right to require employees to work mandatory overtime. When applicable the employer will give the employee as much advanced notice as possible of the established overtime hours/schedule and any exceptions to the mandate; in emergency situations there may not be the capability of giving advance notice to the employee. Employees that fail to report for mandatory overtime or fail to complete mandatory overtime assignments may be subject to discipline as stated in section 8.30 of this policy manual.
- E. **Mandatory overtime will be paid at one and one-half (1 ½) times the employee's regular rate of pay. Bargaining Unit Employees will follow contract language for payment of Mandatory over-time.**

Revised:

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1940

Adopted Date December 20, 2022

ESTABLISH JANUARY 3, 2023, AT 9:00 A.M. AS THE TIME AND DATE FOR THE ANNUAL ORGANIZATIONAL MEETING

BE IT RESOLVED, to establish January 3, 2023, at 9:00 a.m. as the time and date for the Annual Organizational Meeting; said meeting to be held virtually and in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Press  
Commissioners' file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1941

Adopted Date December 20, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF THURSDAY, DECEMBER 22, 2022, AND TUESDAY, DECEMBER 27, 2022,

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Thursday, December 22, 2022, and Tuesday, December 27, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor              
Commissioners' file  
Press

# Resolution

Number 22-1942

Adopted Date December 20, 2022

## AUTHORIZE TRANSPARENCY CAA 204 REPORTING SERVICES ADDENDUM WITH OPTUM RX

WHEREAS, in order to support the transparency and disclosure requirements of Section 204 of Title II of Division BB of the Consolidated Appropriations Act of 2021, an addendum is needed to the OptumRx Administrative Agreement that permits OptumRx to submit certain data about prescription drugs and healthcare spending to the Center for Medicare and Medicaid Services (CMS); and

NOW THEREFORE BE IT RESOLVED, to authorize the Transparency Reporting Services Addendum with OptumRx to provide required reporting to CMS effective October 20, 2022; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

Cc: c/a- OptumRx  
Horan Associates  
Benefits File  
T Whitaker, OMB

**TRANSPARENCY CAA SECTION 204 REPORTING SERVICES ADDENDUM  
DIRECT ASO CLIENTS**

This Transparency Reporting Services Addendum (the "Addendum") is by and between OptumRx, Inc., and its affiliates ("**OptumRx**") and Warren County OH ("**Client**"), effective as of October 20, 2022 (the "Addendum Effective Date") and shall be added to and incorporated into the Prescription Drug Benefit Administration Agreement between OptumRx and Client, as amended, together with any Exhibits attached thereto (the "Agreement").

In order to support these transparency and disclosure requirements of Section 204 of Title II of Division BB of the Consolidated Appropriations Act of 2021 ("**Section 204 of the CAA**") which requires insurance companies and employer-based health plans to submit certain data about prescription drugs and health care spending to the Center for Medicare and Medicaid Services ("CMS") as the designated data collector on behalf of certain federal departments in the form of Prescription Drug Data Collection Report ("**RxDC Report**"), OptumRx will provide Client with the transparency reporting services as described herein.

1. **DEFINITIONS.** All capitalized terms used in this Addendum not otherwise defined herein have the meanings established for purposes of Section 204 of the CAA and its implementing regulations, as amended and supplemented.
2. **TRANSPARENCY REPORTING SERVICES.** Effective December 27, 2022, OptumRx will cooperate with Client in support of Client's obligations as necessary to comply with applicable health plan and health insurance issuers disclosure requirements for prescription drugs set forth in Section 204 of the CAA as published on November 23, 2021. For the fees set forth in this Addendum, OptumRx will make available to Client and Client may elect from a range of certain transparency reporting services set forth herein ("**Transparency Reporting Services**"). Transparency Reporting Services will conform to applicable industry standards and Applicable Law.
3. **REQUIRED DATA FROM CLIENT.** Client agrees to provide OptumRx with Client Information and such other data at the "carrier/account/group" level with aggregation instructions as necessary to facilitate Transparency Reporting Services provided pursuant to Section 204 of the CAA and its implementing regulations, as amended and supplemented, including but not limited to the data elements set forth herein and applicable Prescription Drug Data Collection (RxDC) Reporting Instructions made available by CMS. Client acknowledges that OptumRx will not be responsible for accuracy and completeness of the data elements and crosswalk to be provided by Client or any liability arising from Client's failure to provide OptumRx with updated and correct information, except to the extent due to willful misconduct or intentional fraud by OptumRx. Client is responsible for timely notifying OptumRx of any changes in the event any information changes during or after OptumRx receives the initial data. Performance of Transparency Reporting Services is conditioned upon Client's timely and accurate submission of information any updates to information to OptumRx.
4. **DATA AGGREGATION.** In support of Client's obligations to report aggregated data in accordance with Section 204 of the CAA, OptumRx will create and submit aggregated prescription drug elements and pertinent prescription drug pricing (e.g., D3 – D8) and assist with preparation of narrative responses, subject to Client's election of Services. Client agrees to provide OptumRx with sufficient information in a crosswalk to comply with aggregation restrictions required for prescription drug data. In the event Client or Client's reporting entity aggregates medical data for the D2 data element, OptumRx will prepare or report prescription drug data at an aggregate level; if medical data is not aggregated, prescription drug data will not be aggregated.
5. **REPORTING OF PRESCRIPTION DRUG DATA.** OptumRx will report the data elements applicable to prescription drug data as required by Section 204 of the CAA and as elected by Client as part of Transparency Reporting Services such as the Top 50 Most Frequent Brand Drugs, Top 50 Most Costly Drugs, and Top 50 Drugs by Spending Increase. Vendor will confirm submission of the RxDC Report to Client within ten (10) business days of completion.

DEC15 '22 RCVD

RECEIVED ONB0000

Agreement #: 00891674.0

6. **RECORDS RETENTION FOR TRANSPARENCY REPORTING SERVICES.** Vendor will retain reports directly related to the performance of the Transparency Services for a period of one (1) year following the date of their creation or for a longer time period, if required by Applicable Law.
7. **COMPENSATION FOR AND ELECTION OF TRANSPARENCY REPORTING SERVICES.** By checking the appropriate box below, Client selects Transparency Reporting Services, as follows:

Client Election	Transparency Services (OptumRx)	Reporting	Client Responsibility	Fees
<input checked="" type="checkbox"/>	<b>Premium 1 Services:</b> • Inclusion of plan level information for the D files submitted • Compiling an aggregated file set for D3 - D8 for submission by Optum		• Completed CAG to State & Market Segment Crosswalk • Completion and Submission of Plan & Data Files 1 & 2	\$1,000 per reporting year
<input type="checkbox"/>	<b>Premium 2 Services:</b> • PBM Name and EIN for P files • Compiling an aggregated file set for D3 - D8 in required format for submission by Client		• Completed CAG to State & Market Segment Crosswalk • <b>Submission of RxDC Files, including:</b> • Completion of Plan Files 1 - 3 and Data Files 1 & 2 • Submission of Plan Files 1 - 3 and Data Files 1 & 2 • Submission of Data Files D3 - D8	\$5,000 per reporting year


7.1 OptumRx reserves the right to modify or amend the financial provisions of the Transparency Reporting Services Addendum upon sixty (60) days prior written notice (if possible) to Client if changes in the scope of services to be performed, including but not limited to any government imposed change in Laws or interpretation thereof that affect or are related to the Transparency Reporting Services, or if an industry wide change makes performance by OptumRx of its duties hereunder materially more burdensome or expensive, or if there is a material difference or change in the actual program performance from the underlying assumptions used to develop the pricing and rates set forth herein. Any modification or amendment to the financial provisions of this Addendum that results in a price increase to Client shall not be effective except by separate written agreement executed by both parties.

[signature page follows]




The undersigned duly authorized representatives have executed this Addendum as of the date indicated below.


**Warren County OH**

By:   
Name: Tom Grossmann  
Title: President  
Date: 12.20.22

**OptumRx, Inc.**

By:   
Name: Kathryn Carey  
Title: CFO  
Date: 12/12/22

**APPROVED AS TO FORM**

  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**

# Resolution

Number 22-1943

Adopted Date December 20, 2022

ENTER INTO ADMINISTRATIVE SERVICES CONTRACT AND RENEWAL OPTION WITH DCP HOLDING COMPANY, DENTAL CARE PLUS, INC. (COLLECTIVELY "DCP") FOR ADMINISTRATION SERVICES OF THE DENTAL BENEFIT PROGRAM EFFECTIVE JANUARY 1, 2023

WHEREAS, it is the desire of the Warren County Board of County Commissioners to enter into an Administration Services Contract with "DCP", and it is also the desire of this Board to acknowledge and accept the Renewal Option to increase the annual per person maximum benefit from \$1000 to \$1500 effective January 1, 2023; and

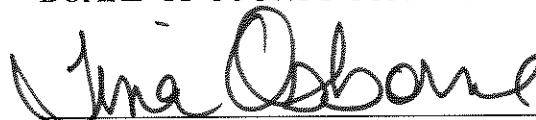
NOW THEREFORE BE IT RESOLVED, to enter into Administrative Service Contract for administrative services of the Dental program and authorize the Renewal Option that increases the annual per person maximum benefits effective January 1, 2023; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

Cc: c/a- DCP  
Horan Assoc  
Tammy Whitaker, OMB  
Benefits File



**ADMINISTRATIVE SERVICES CONTRACT**

**BETWEEN**

**DCP HOLDING COMPANY, DENTAL CARE PLUS, INC.**

**AND**

**WARREN COUNTY COMMISSIONERS**

This Contract is entered into as of this FIRST day of January, 2022, ("Effective Date") by and between DCP HOLDING COMPANY, DENTAL CARE PLUS, INC. (collectively "DCP") with its principal place of business at 100 CROWNE POINT PLACE, CINCINNATI, OHIO 45241, and Warren County Commissioners ("Employer") with its principal place of business at 406 Justice Drive Lebanon, Ohio 45036, on behalf of the self-insured dental benefits plan sponsored by Employer and offered to eligible employees and their dependents.

**RECITALS**

WHEREAS, Employer sponsors a self-insured dental benefits plan ("Plan) to provide certain dental benefits for eligible employees and their dependents who enroll in the Plan ("Plan Participants"); and

WHEREAS, DCP is licensed as a third party administrator, and provides claims payment and other administrative services to sponsors of self-insured dental plans; and

WHEREAS, DCP also has access to one or more networks of dentists ("DCP Network") who have agreed to accept a contracted rate ("Network Fee") for covered dental services provided to persons enrolled in dental benefits plans administered by DCP (such dentists are hereinafter referred to as "Network Dentists"); and

WHEREAS, DCP has developed a package of services which DCP markets to employers who sponsor self-insured dental benefits plans under the trade name DENTASELECT PLUS; and

WHEREAS, the DENTASELECT PLUS package of services includes administrative and claims processing services, benefit plan design, and access to the DCP Network; and

WHEREAS, Employer wishes to enter into a contract with DCP to purchase the DENTASELECT PLUS package of services;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereby agree as follows:

### **Article I**

#### **Responsibilities of DCP**

**1.01** DCP will provide and maintain suitable facilities and services for the performance of its responsibilities under this Contract.

**1.02** DCP will provide to Employer a schedule of benefits for the Plan and a summary plan description. Upon request, DCP will also provide to Employer or an actuary designated by Employer information, estimates and other data to assist Employer in determining the funding rates required to fund the Plan. DCP makes no representations regarding the accuracy of any funding rates developed by Employer's actuary or adopted by Employer based on such information, estimates and other data provided by DCP.

**1.03** DCP will arrange for Plan Participants to have access to the DCP Network, and will apply the Network Fee to all Claims for services covered as benefits under the Plan which were provided by a Network Dentist and approved for payment by DCP.

**1.04** DCP will review and process claims incurred on or after the Effective Date, and submitted by or on behalf of Plan Participants ("Claims") during the Term of this Contract, including any Renewal Term, and make a determination whether each Claim is for benefits covered under the Plan. If a Claim is denied, DCP will send a notice of denial to the Plan Participant, and also to the provider if the provider is a Network Dentist or if a

valid assignment of benefits to the provider has been executed and forwarded to DCP.

**1.05** DCP will, at the option of the Employer, review and process claims incurred on or after the Effective Date of this Contract and prior to the date the Contract terminates, and submitted after the date the Contract (including any Renewal Term) terminates ("Run-off Claims") for an additional fee ("Run-off Fee"), as set forth in Addendum A. If Employer elects to utilize DCP to process Run-off Claims and to pay the Run-off Fee, all other terms of the Contract will continue to apply until all Run-off Claims have been paid, or until Employer notifies DCP in writing that Employer wishes to cease utilizing DCP's services to process Run-off Claims.

**1.06** DCP will send weekly a report ("Claim Expense Backup Report" or "Report") to Employer which lists all Claims which have been processed and approved for payment through the date of the Report, and the amount of the approved payment for the Claims listed on the Report ("Paid Claim Expenses"). The approved payment for Claims for services provided by Network Dentists will be based on the Network Fee. The approved payment for all other Claims will be based on the provider's billed charges. Upon funding of the Paid Claim Expenses by Employer, DCP will pay the Claims as follows: i) Claims for services provided by a Network Dentist will be paid directly to the Network Dentist; and ii) Claims for services provided by a provider other than a Network Dentist will be paid directly to the provider if a valid assignment of benefits to the provider has been executed and provided to DCP; and iii) if no valid assignment of benefits to the provider has been executed and provided to DCP, Claims for services provided by a provider other than a Network Dentist will be paid to the Plan Participant. DCP will send an explanation of benefits to the Plan Participant regardless of whether the Claims payment check is sent directly to the provider or to the Plan Participant. Some Network Dentists have agreed to permit DCP to withhold a portion of the Network Fee, and the amount which DCP pays to those Network Dentists on a Claim may be different from the amount approved for payment and funded by Employer. A copy of detailed Claims information will be furnished to Employer on request.

**1.07** DCP will prepare a monthly Administration Fee invoice, and if

Employer elects to utilize the services of DCP to process Run-off Claims, a monthly Run-off Fee invoice on approximately the fifteenth (15th) day of each month (or if the 15th falls on a weekend or holiday, the previous business day) and submit the invoice to Employer.

**1.08** DCP will verify the eligibility of Employer's employees and their dependents to receive benefits under the Plan based on information provided by Employer.

**1.09** DCP will refer any Claims which DCP believes are not clearly covered under the Plan to Employer for final determination, and will take appropriate action on such Claims in accordance with Employer's instructions following such referral.

**1.10** Unless otherwise instructed by Employer, DCP will distribute to each employee who enrolls in the Plan i) the summary plan description approved by Employer, and ii) an identification card which bears the DENTASELECT PLUS logo and that identifies the employee (and dependents as applicable) as enrolled in the Plan. DCP will also provide to each Plan Participant electronic access to a directory of Network Dentists ("Network Directory").

**1.11** DCP will maintain such files and records pertaining to Claims and the performance of its services as is ordinary and customary.

**1.12** DCP will perform any other administrative functions incidental to the proper and business-like execution of Claims administration as may be required and agreed to between Employer and DCP.

**1.13** DCP will prepare all appeals of Claims pursuant to the appeals procedure set forth in the Plan, and forward such appeals to Employer for determination. Upon notification by Employer of an appeal determination, DCP will notify the Plan Participant or representative of the appeal determination.

**1.14** Upon the termination or non-renewal of this Contract, DCP will provide Employer with one or more reports that show the following: i) the amount accumulated towards the annual maximum by each enrolled employee or member, as appropriate, for the previous 12 months; ii) the amount accumulated towards the annual deductible by each enrolled employee or member, as appropriate, for the previous 12 months; and iii)

the amount accumulated towards the lifetime orthodontia maximum by each enrolled employee or member, as appropriate. Upon request, DCP will provide transition services in addition to the reports listed above (such additional transition services referred to as "Transition Services"), including the preparation of such additional information and data as is reasonably and customarily required to transition the Plan; provided however, that DCP will not be required to provide confidential or proprietary information. DCP will be reimbursed for such Transition Services on a hourly basis for time spent by DCP staff in the provision of such services, at the Consulting Fees set forth in Addendum A.

## **ARTICLE II**

### **Responsibilities of Employer**

**2.01** Employer will make the final decision on any Claim referred to Employer by DCP as specified in Section 1.09 above, and communicate Employer's final determination of such Claim to DCP. Employer will also make the final determination on all appeals, and forward such determination to DCP so that DCP can notify the Plan Participant or representative of the determination of the appeal.

**2.02** Employer will pay DCP the monthly Administration Fee, as set forth in Addendum A of the Contract, as thereafter modified from time to time by agreement of the parties. Employer will also pay Consulting Fees for transition services requested by Employer, as set forth in Section 1.14 and Addendum A.

**2.03** Employer will promptly on receipt of the weekly Claim Expense Backup Report fund the Paid Claim Expenses set forth in the Claim Expense Backup Report, as set forth in Addendum A of the Contract, as thereafter modified from time to time by agreement of the Parties. Employer acknowledges that the amount which a Network Provider is paid on a Claim may differ from the Paid Claim Expense as a result of the Network Provider's agreement to permit DCP to withhold a portion of the Network Fee.

**2.04** If Employer elects to utilize the services of DCP to process Run-off

Claims, the Employer will notify DCP of such election in writing, no later than sixty (60) days prior to the end of the final Term of the Contract, and beginning the first month after the end of the final Term of the Contract, Employer will be obligated to pay the Run-off Fee set forth in Addendum A in lieu of the Administrative Fee. All other terms of the Contract will continue to apply until all Run-off Claims have been processed, or until Employer notifies DCP in writing at least sixty (60) days in advance that Employer wishes to cease utilizing DCP's services to process Run-off Claims. Employer acknowledges that if Employer does not elect to utilize the services of DCP to process the Run-off Claims and pay the Run-off Fee for such services, the Network Fee will not be applicable to any Run-off Claims for services rendered by Network Dentists, and all Run-off Claims will be payable based on the provider's billed charges.

**2.05** Employer will pay the Fees and fund Claims as set forth in Sections 2.02, 2.03 and 2.04 regardless of any arrangement of Employer to receive from, or otherwise charge to, its enrolled employees, all or any part of such Fees or funding.

**2.06** Employer will notify each eligible employee of his or her eligibility to participate in the Plan, and the procedures for enrollment in the Plan. Employer will enroll employees who elect to participate in the Plan, and submit enrollment information to DCP in a form acceptable to DCP. Employer will notify DCP promptly of any new enrollments, terminations or changes in enrollment status of eligible employees and their dependents.

**2.07** Employer agrees to cooperate with DCP in verifying eligibility and enrollment of Plan Participants.

**2.08** Employer agrees to keep such records and furnish to DCP such applications, notices, or periodic reports as may reasonably be required by DCP for the purpose of verifying enrollment of Plan Participants, processing terminations of enrollment, effecting changes in Plan Participants' status or election of options under the Plan, determining the fees payable by Employer under this Contract, and for any other purpose reasonably related to the carrying out of the terms of this Contract.

**2.09** Employer will, at its own expense and utilizing its own claims and auditor staff, have the right on request to periodically audit the files and records of DCP



which relate to the duties performed under the terms of this Contract. Such audits will be performed during DCP's normal business hours, at a time agreed to by DCP and in a manner that minimizes the disruption of DCP's business operations.

**2.10** Employer acknowledges that Employer is responsible for reviewing and approving the summary plan description, and that any further action or documentation of the Plan which may be required by law is the sole responsibility of Employer. Employer further acknowledges that the funding rates required to fund the Plan are dependent on a number of factors, including but not limited to utilization by Plan Participants, and that DCP is not an actuary and makes no representation regarding the accuracy of any funding rates developed by Employer's actuary or adopted by Employer based on information, estimates or other data provided by DCP.

**2.11** The legal and tax status of the Plan under applicable law is a matter of determination by Employer, and not by DCP. DCP is neither the Administrator, nor a named Fiduciary of the Plan, as defined under the Employee Retirement Income Security Act of 1974 (P.L. 93-406). Employer understands and acknowledges that compliance with all legal requirements imposed on the Plan by federal and state law is solely the responsibility of Employer.

**2.12** Employer acknowledges that the name DENTASELECT PLUS is a trade name of DCP, and Employer agrees not to use the names DCP, Dental Care Plus, DCP Holding Company or DENTASELECT PLUS, or the Dental Care Plus or DENTASELECT PLUS logo, in any manner or context, nor authorize or permit any other person to use such names or logos in any manner or context, except as expressly approved by DCP. Employer further acknowledges that all systems and methodologies used by DCP, and all documents and databases provided by DCP, including but not limited to the summary plan description, the Network Directory, and the identification card, are proprietary to DCP, and Employer agrees to not use such documents, databases, systems, methodologies, or other information, or to permit any other person to use such documents, databases, systems, methodologies, or other information without the express consent of DCP. Employer further acknowledges that the Network Fees are confidential

information, and agrees to maintain any information which includes the Network Fees in a confidential manner, and to not disclose the Network Fees to any person; provided however, that such Network Fees may be disclosed to Employer's human resources staff, accountants, auditors, attorneys, and other professional advisors as necessary for the sole purpose of Plan administration, or in the exercise of Employer's audit rights under this Contract. Employer agrees to obtain, prior to the disclosure of any confidential or proprietary information, the agreement of any staff member, accountant, auditor, attorney or other professional advisor that the Network Fees are confidential and proprietary to DCP, and that such information will be maintained in a confidential manner and not further used or disclosed. Employer acknowledges that DCP may seek injunctive relief if this Section 2.12 is violated, and that injunctive relief is appropriate and necessary to protect DCP's confidential and proprietary information, and that there is no other adequate remedy at law.

### **Article III**

#### **Indemnification and Limitation on Payment of Claims**

**3.01** To the extent permitted by the laws of the State of Ohio, Employer agrees to be liable for the contract breaches, negligent acts, and negligent omissions of its officers and employees engaged in the scope of their employment arising under the contract.

**3.02** In the event that Employer defaults on its obligation to pay DCP as agreed under the terms of this Contract, in addition to the right to terminate this Contract set forth in Article V, DCP may immediately cease processing Claims and notify Network Dentists and Plan Participants that the Network Fee for covered services is no longer applicable to Claims submitted under the Plan. DCP assumes no responsibility nor liability to process Claims or perform other responsibilities under this Contract in the event Employer fails to pay DCP under the terms of this Contract.

**Article IV**  
**Network Dentists**

**4.01** DCP represents that all Network Dentists are licensed to practice dentistry as required by the state where the dentist is listed as providing services in the Network Directory.

**4.02** DCP does not employ dentists or engage in the practice of dentistry. All Network Dentists are independent contractors, and the diagnosis and treatment of dental conditions is the responsibility and solely within the professional judgment of the Network Dentist. DCP assumes no responsibility or liability for professional services provided by Network Dentists.

**Article V**  
**Effective Date and Term**

**5.01** The Effective Date of this Contract and the Renewal Date are the dates designated in the Application for Administrative Services Contract.

**5.02** The Term of this Contract is for a period of one (1) year commencing on the Effective Date. Unless DCP or Employer provides notice to the other party at least sixty (60) days prior to the end of the then current Term of their intent not to renew or to renew on different terms than those set forth herein, the Contract will be automatically renewed for additional one (1) year Renewal Terms beginning on the Renewal Date of this Contract; provided, however, DCP or Employer may terminate this Contract without cause at any time by giving sixty (60) days prior written notice of termination to the other party.

**5.03** In addition to the right of termination provided in Section 5.02, this Contract may be terminated by DCP, without notice, if Employer fails to pay any amounts payable to DCP under this Contract, effective at the expiration of the last period for which

Employer paid under the provisions of the Contract. Acceptance of a delinquent payment by DCP will not be deemed a waiver of DCP's right to terminate under this Section.

## Article VI

### Miscellaneous

**6.01** All notices or demands under this Contract must be in writing and will be deemed to have been duly given if delivered by hand or mailed by registered mail, postage prepaid, to the address set forth in the initial paragraph of this Contract, as such address may be modified from time to time by the respective party on written notice to the other party.

**6.02** This Contract, any Appendices, Exhibits, Amendments and Addendums attached hereto or issued subsequently by DCP, and the Application for Administrative Services Contract constitute the entire agreement between parties. Any inconsistencies between the Application for Administrative Services Contract and this Contract (including Appendices, Exhibits, Amendments and Addendums) will be resolved in favor of this Contract.

**6.03** This Contract may be amended only in writing signed by both parties; provided however, that DCP may amend the Contract to comply with state or federal law on written notice to Employer without the consent of Employer.

**6.04** Plan Participants have only the rights and benefits, subject to the terms and conditions, set forth in the Plan. Plan Participants are not third party beneficiaries under this Contract, and have no right of action against DCP.

**6.05** This Contract is governed by and construed in accordance with the laws of the state listed in the Addendum.

**6.06** This Contract is binding upon and inures to the benefit of the parties hereto, their successors and assigns. The rights and obligations of either party hereunder may not be assigned without consent of the other party, provided however, that DCP may

assign this Contract upon notice to the Employer without Employer's consent, to an affiliate of DCP, or to a successor in interest upon sale, merger or other acquisition of DCP or all or part its assets.

**6.07** The headings of the various sections have been inserted for convenience of reference only and do not constitute a part of the Contract.

**6.08** In the event any of the provisions contained in this Contract are for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

**6.09** The waiver of any provision of this Contract will not be deemed a waiver of any other provision, or an ongoing waiver of the same provision unless specifically designated an ongoing waiver by the waiving party in writing.

## **Article VII**

### **Business Associate Provisions**

**7.01** Capitalized terms used in this Article VII shall be defined as set forth below. To the extent not otherwise defined herein, terms shall have the same meaning as in HIPAA and the Privacy and Security Regulations, as they may be periodically revised and amended subsequent to the Effective Date of this Contract.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended by the Stimulus Act; and regulations adopted pursuant thereto, including but not limited to 45 C.F.R. Parts 160 and 164.

**Individual** means a person whose Protected Health Information is created, accessed, used, held or maintained by DCP on behalf of Health Plan.

**Individual Right** means the right of an Individual to access or amend their Protected Health Information, to request an accounting of uses and disclosures

of their Protected Health Information, to request restrictions on the use and disclosure of their Protected Health Information, to request confidential communications, and any similar right of an Individual with respect to Protected Health Information which arises out of HIPAA or the Privacy and Security Regulations.

**Plan or Health Plan** means the self-insured dental benefits plan sponsored by Employer and offered to eligible employees and their dependents.

**Privacy and Security Regulations** means the regulations promulgated by HHS pursuant to HIPAA to address the privacy and security of Protected Health Information, which currently are codified at 45 C.F.R. 160 and 164, as now in effect or as amended, expanded or recodified from time to time subsequent to the Effective Date of this Amendment. Privacy and Security Regulations also include without limitation any regulations adopted under the amendments to HIPAA enacted in the Stimulus Act.

**Security Requirements** means 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316, as now in effect or as subsequently amended. Security Requirements also consist of any law or regulation promulgated after the Effective Date to address the requirements imposed on a covered entity or a business associate of a covered entity under HIPAA.

**Stimulus Act** means the American Recovery and Reinvestment Act of 2009.

## **7.02 Restrictions on Use and Disclosure of Protected Health Information**

- A. Except as otherwise provided herein, DCP may Use or Disclose Protected Health Information only as necessary to perform DCP's obligations under the Contract, subject to the conditions and restrictions set forth below.
- B. DCP may Disclose Protected Health Information to other organizations with whom Plan Sponsor has executed a business associate agreement related to the Plan, and to DCP's subcontractors and agents, but only as necessary to perform services under the Contract. Prior to the Disclosure of Protected Health Information to a subcontractor or agent of DCP, the subcontractor or agent must agree in writing to be bound by the same restrictions that apply to the DCP under this Article.
- C. DCP shall Disclose PHI to the Plan Sponsor upon the request of Plan Sponsor for the Plan Sponsor's administration of the Plan, provided the Plan document has been amended as required under the Privacy Regulations. DCP may disclose Summary Health Information to the Plan Sponsor for the purpose of (a) obtaining bids for health or stop loss insurance for the Plan, or (b) modifying, amending or terminating the Plan, without an amendment to the Plan document.
- D. Unless otherwise limited by this Article , DCP may Use Protected Health Information in its possession for the proper management and administration of DCP or to carry out its legal responsibilities.
- E. Unless otherwise limited by this Article, DCP may Disclose Protected Health Information in its possession for the proper management and administration of DCP or to carry out its legal responsibilities' provided (i)

such Disclosure is Required by Law or (ii) DCP obtains reasonable assurance from any person or organization to which PHI is disclosed that such person or organization will hold such PHI in confidence and use or further disclose it only as Required by Law or for the purpose for which it was Disclosed to the person or organization, and notify DCP of any instance of which the person or organization becomes aware in which the confidentiality of such PHI has been breached.

- F. DCP shall, in all cases, limit any Use or Disclosure of Protected Health Information to the Limited Data Set, if practicable, or if needed by the DCP, the minimum amount of Protected Health Information necessary to perform the task or accomplish the purpose of the Use or Disclosure. Upon issuance of guidance by the Secretary on what constitutes the minimum amount of Protected Health Information necessary, DCP shall limit the amount of Protected Health Information Used or Disclosed by DCP in accordance with such guidance.
- G. DCP may not Use or Disclose Protected Health Information in any manner that would constitute a violation of HIPAA, including without limitation the Privacy and Security Regulations, if Used or Disclosed by Plan.
- H. DCP may Use or Disclose Protected Health Information to provide Data Aggregation services related to the Plan's Health Care Operations.
- I. DCP agrees to not Use or further Disclose Protected Health Information other than as authorized by this Article, as requested by the Plan, or as Required by Law.



- J. DCP shall implement and use reasonable and appropriate administrative, technical and physical safeguards which will protect the confidentiality, integrity, and availability, and prevent Uses or Disclosures of Protected Health Information other than as provided for by this Article.
- K. If DCP becomes aware of any Use or Disclosure of Protected Health Information not permitted under this Article, it shall report such Use or Disclosure to Plan Sponsor.

### **7.03 Obligations of DCP**

- A. DCP will cooperate with the Plan Sponsor in the administration of Individual Rights, and will provide the Plan Sponsor promptly upon request with the information in the possession of DCP necessary for the Plan Sponsor to respond to a request from an Individual to exercise one or more Individual Rights. Upon the instruction of the Plan, DCP will amend any Protected Health Information in the possession of DCP, implement restrictions on the Use and Disclosure of Protected Health Information in the possession of DCP, employ procedures to assure confidential communications of Protected Health Information in the possession of DCP as directed by the Plan Sponsor. DCP will notify the Plan Sponsor promptly, but in no event later than five (5) days after receipt of a request from an Individual to exercise one or more Individual Rights. All requests from an Individual to exercise an Individual Right will be processed and handled by the Plan Sponsor.
- B. DCP shall maintain a record of all Disclosures of Protected Health Information as necessary to provide an Accounting of such Disclosures to the Plan Sponsor upon request.

- C. DCP shall make its internal practices, books and records relating to Uses and Disclosures of Protected Health Information available to the Secretary of the U.S. Department of Health and Human Services or designee, or to any other official or agency with enforcement authority under HIPAA, for purposes of determining the Plan's and DCP's compliance with HIPAA.
- D. Upon the termination of the Contract, DCP shall return or destroy all Protected Health Information and will retain no copies of such information. If such return or destruction of Protected Health Information is not feasible, DCP agrees that the provisions of this Article are extended beyond termination of the Contract to the Protected Health Information still in the possession of DCP, and DCP shall limit all further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.
- E. DCP shall report to Plan Sponsor any Security Incident relating to Electronic Protected Health Information of which it becomes aware.
- F. DCP shall, following the discovery of a Breach of Unsecured PHI, notify Plan Sponsor of such Breach. A Breach shall be treated as discovered by DCP on the first day on which such Breach is known to DCP, or, by exercising reasonable diligence, would have been known to DCP or any person who is an employee, officer or agent of DCP, other than the person committing the Breach.

DCP shall notify Plan Sponsor of any Breach without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the Breach. DCP shall provide Plan Sponsor, to the extent possible, the

identification of each Individual whose Unsecured PHI has been, or is reasonably believed by DCP to have been Breached, and any other information that Plan is required to include in its notification to the Individual that is available to DCP.

DCP is not required to give notice to Health Plan of any of the following:

- i. Any unintentional acquisition, access, or Use of PHI by an employee or person acting under the authority of DCP, if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted by HIPAA.
- ii. Any inadvertent Disclosure by a person who is authorized to access PHI at DCP to another person authorized to access PHI at DCP, if the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted by HIPAA.
- iii. A Disclosure of PHI where DCP has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

G. DCP acknowledges and agrees that the Protected Health Information of the Plan will be subject to and DCP shall comply with the Security Requirements.

H. DCP shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless a valid authorization from each Individual whose information is the subject of the remuneration transaction has been obtained.

#### **7.04 Obligations of Plan and Plan Sponsor**

- A. Plan Sponsor and Plan will at all times comply with HIPAA. The Plan Sponsor will implement policies and procedures as required by HIPAA, and take such other action as required by HIPAA.
- B. Plan Sponsor will provide DCP with a copy of the Plan's notice of privacy practices required under HIPAA, and any modifications thereto.
- C. Plan Sponsor shall include the language required by the Privacy and Security Regulations in the Plan document if Protected Health Information is to be Disclosed by DCP to Plan Sponsor, and upon request provide DCP with a copy of the Plan Sponsor's certification of the Plan document amendment.
- D. Neither Plan Sponsor nor Plan will require DCP to Use or Disclose Protected Health Information in a manner that is not permitted under HIPAA, or otherwise require DCP to take action which is in violation of HIPAA.

#### **7.05 Termination, Survival and Interpretation**

- A. Notwithstanding any other provision of the Contract, either party may immediately terminate the Contract, if the other party has materially violated its responsibilities regarding Protected Health Information under this Amendment and has failed to provide satisfactory assurances to non-breaching party within thirty (30) days of notice of such material violation that the violation has been cured and steps taken to prevent its recurrence.

- B. The responsibilities of DCP under this Article shall survive termination of the Contract indefinitely, until all Protected Health Information in the possession of DCP or an agent or subcontractor of DCP has been destroyed or returned to the Plan.
- C. In the event that a change in HIPAA or the Privacy and Security Regulations causes a provision of this Article to become invalid or requires additional safeguards for the protection of Protected Health Information, Plan Sponsor and DCP agree to execute such amendments or additional agreements as may be required, in good faith and within thirty (30) days of such event, in order to comply with such changes.
- D. This Article shall be construed liberally and in a manner consistent with the intent and purpose of HIPAA and the Privacy and Security Regulations, and any ambiguity shall be resolved in a manner consistent with HIPAA and the Privacy and Security Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first-mentioned above.

**DCP HOLDING COMPANY**

**EMPLOYER**

By: Robert Lynn  
 Date: 12/12/22  
 Title: President

By: [Signature]  
 Date: 12.20.22  
 Title: President

**APPROVED AS TO FORM**

[Signature]  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**

**DENTAL CARE PLUS, INC.**

By: Robert Lyman

Date: 12/12/22

Title: President

**The Dental Care<sup>SM</sup>  
PLUS GROUP**

A DentaQuest Company

**RENEWAL OPTION**

081116 - WARREN COUNTY COMMISSIONERS

PPO

**Option: 1**

**Network:** DentaSelect Plus

**Benefit Year:** The 12 month period beginning January 1st and ending December 31st (calendar year)

**Annual Maximum Benefit:** \$1500 per Member

**Orthodontic Lifetime Maximum Benefit:** \$2400 per Eligible Member  
Limited to eligible dependent children under age 19

**Deductible:** \$50 In-Network/\$50 Out-of-Network per Member, per Benefit Year  
\$0 In-Network/\$0 Out-of-Network per Family, per Benefit Year  
The deductible applies to Basic and Major Benefits only  
Any deductible amount that is satisfied will be applied toward both the In-Network and Out-of-Network deductibles.

Covered Dental Services	Deductible Applied	In-Network		Out-of-Network	
		Percentage of Allowable Expense Paid by the Plan	Member Copayment	Percentage of Allowable Expense Paid by the Plan	Member Copayment
Preventive Benefits	No	100%	None	100%	None
Basic Benefits	Yes	80%	20%	80%	20%
Major Benefits	Yes	50%	50%	50%	50%
Orthodontic Benefits	No	60%	40%	60%	40%
		Limited to eligible dependent children under age 19		Limited to eligible dependent children under age 19	

Out-of-network claims are reimbursed at the Match level.

Endodontic Services are covered as Basic Benefits.

Periodontic Services are covered as Basic Benefits.

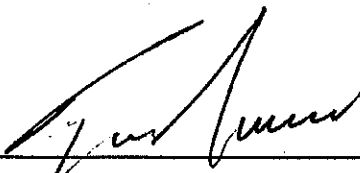
Sealants are covered as Basic Benefits.

Implants are covered as Major Benefits.

Dependent Children will be eligible for coverage until age 26.

<u>Contract</u>	<u>Enrolled</u>	<u>Current</u>	<u>Renewal</u>	(Effective 01/01/2023)
Individual	355	\$3.00	\$3.00	
Family	539	\$3.00	\$3.00	

The next scheduled renewal date is January 01, 2024.

  
 Authorized Signature \_\_\_\_\_ Title President Date 12.20.22

**This renewal is for a standalone dental benefits plan that is not a federally qualified health plan. The plan does not include the full range of pediatric dental benefits required under the federal regulations governing essential health benefits.**

**The Dental Care Plus Group reserves the right to reconsider these rates if overall enrollment varies by more than 10%.**

Please note: if this signed renewal option is not signed and returned to The Dental Care Plus Group before the 10th of the month prior to your renewal date your next invoice will reflect the renewal rates originally released that correspond to your current benefit plan(s).

# Resolution

Number 22-1944

Adopted Date December 20, 2022

## APPROVE AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH MORLEY RELATIVE TO BROADBAND

WHEREAS, in Resolution 22-0548, the Board of County Commissioners has authorized the County Administrator or Deputy County Administrator to negotiate and execute a contract with Morley for broadband consultancy services; and

WHEREAS, a copy of the negotiated contract is attached as Exhibit A; and

WHEREAS, the Board of County Commissioners are desirous of increasing the scope of the contract to include services of contract negotiation with internet service providers; and

WHEREAS, Morley has presented a proposal for an increase in scope of the contract as an amendment and a copy of the proposal is attached as Exhibit B; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator or Deputy County Administrator to execute the amended scope of service contract with Morley for broadband related professional services.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a- Morley  
Economic Development (file)  
Commissioners' file





# MORLEY

ARCHITECTS | ENGINEERS | SURVEYORS

» 812.464.9585 office 812.464.2514 Fax  
» 4800 Rosebud Ln., Newburgh, IN 47630  
» morleycorp.com

December 15, 2022

Board of Commissioners of Warren County, Ohio  
Attn: Matthew Schnipke  
406 Justice Drive  
Lebanon, Ohio  
Sent via email: matthew.schnipke@co.warren.oh.us

**Re: Professional Services  
Contract Negotiation and Preparation in Connection with Fiber Construction Project  
Morley PR12049**

Morley is pleased to provide professional services relating to the above referenced project as outlined in the scope of work identified below. The scope of work in this proposal anticipates that the County makes a single, uniform award to one of the broadband proposals received through its recent request for proposals for a broadband infrastructure project.

**Contract Preparation and Negotiation**

1. Act as the primary contact between the awarded internet service provider (ISP) and County personnel. Coordinate directly with the awarded respondent as necessary to negotiate contract terms.
2. Meet and coordinate (virtually) with the project team on goals and objectives of the contract, including the definition of key deliverables, deployment and operation milestones, minimum standards for service level agreements, payment structure and claw back procedures, and other pertinent agreement language to ensure a successful project.
3. Meet with County personnel (virtually) as necessary to ensure the contract accurately reflects the goals of the RFP.
4. Using a typical contract provided by the County and/or the selected vendor's proposed contract, craft the final contract for the broadband project. The County's legal counsel shall conduct a final review and approve the contract as to legality and form.
5. It is expected that the County's legal counsel will also be involved in the preparation of the contract as it pertains to contracts with governmental bodies, such as insurance requirements, indemnification, limitation of liability, confidentiality of information, etc.
6. Conduct one (1) in person private work session with the Board of Commissioners.
7. Attend one (1) Board of Commissioners meeting for presentation of the contract in a public session.

**Any service(s) not clearly expressed herein are not included or implied as part of this proposal. All services are rendered one time only.**



**Compensation**

Morley proposes to provide the services described above as follows:

**Fixed Fee = \$13,800 + Reimbursables**

In addition to the fee listed above there will also be reimbursable expenses for such items as digital photographs, copies, newspaper fees, filing fees, etc. Reimbursable expenses will be billed for the actual number of expendable items used.

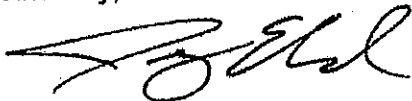
**Summary**

This letter and the attached Standard Provisions of Agreement constitute the contract and conditions and services to be provided by Morley on the project described above.

If this letter is acceptable, please sign and date the Authorization below and return one copy to our office via fax at (812) 464-2514 or by email.

We look forward to working with you on this project. If you have any questions, or require additional information, please feel free to call me at (812) 464-9585.

Sincerely,



Jeramy Elrod, PE  
Managing Engineer

**Authorization**



Signature

Tom Grossmann

Authorized by (printed)

President

Title

12.20.22

Date

Warren County Board of Commissioners

Client Company Name

406 Justice Drive Lebanon, OH 45026

Mailing address

Email Address

513.695.1290

Phone

Encl: Standard Provisions of Agreement

cc: Accounting, File

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Approved as to Form,  
Cpl M Wi 12/21/22  
Adam M. Nice, A.P.A.

## Standard Provisions of Agreement

1. Unless otherwise stated, the Consultant and its sub consultants will have access to the Project site (the "Site") for activities necessary for the performance of the Services. The Consultant will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for any damage unless caused by Consultant's own gross negligence.
2. The Consultant is not responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accident or acts of God; or the failure of Client to furnish timely information or to approve or disapprove Consultant's work promptly; or delay or faulty performance by Client, other contractors, or governmental agencies; or any other delays beyond Consultant's reasonable control.
3. Consultant shall not be liable for damage resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and Consultant shall only act as an adviser in all governmental relations if such governmental relations are part of the Services.
4. Generally speaking, Consultant's final work product is embodied in finished Mylar or other hard copy drawings (the final hard copy Mylar or other hard copy signed or sealed and approved by Consultant are referred to herein as the "Originals").
5. Copyright to and all other statutory and common law rights in the Originals, the Files and all drawings, specifications and other documents including, without limitation, those in electronic form (the "Instruments of Service") shall vest and remain in Consultant. Consultant reserves the right to remove all indicia of ownership and/or involvement from each File and electronic display; however, Client nonetheless agrees that copyright in and all other rights to the Files remains with Consultant. Provided that Client observes the terms of this Agreement, Client, and only to the extent necessary to complete the Project, Client's construction contractor and related professionals are granted a limited, non-exclusive, non-transferable license for the duration of the Project for Client's use in relation to the Project.
6. Services provided pursuant to this Agreement are for the exclusive use of the Client for the Project only and may not be reused or used for any other purpose.
7. The Client acknowledges that Boundary Surveying services do not determine land ownership and the Professional Land Surveyor provides only an opinion of previously described boundary lines which may or may not be upheld by a court of law.
8. The Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Consultant shall not be responsible for fluctuations in cost factors.
9. Consultant has no responsibility or liability for and does not guarantee the completion or quality of performance of contract(s) by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions.
10. CONSULTANT MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO ITS SERVICES OR ANY FINDINGS, RECOMMENDATIONS, SPECIFICATIONS, OR PROFESSIONAL ADVICE EXCEPT THAT THE SERVICES WILL BE PERFORMED PURSUANT TO GENERALLY ACCEPTED STANDARDS OF PRACTICE FOR SIMILAR SERVICES IN EFFECT AT THE TIME OF PERFORMANCE.
11. As used herein, the phrase "Project Documents" means all plans, specifications, surveys, studies, data and drawings relating to the Project, whether prepared by or for Client, and all other contracts and agreements relating to the Project. In the event that any changes are made in the Project Documents by the Client or persons other than the Consultant, which affects the Consultant's Services, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes. The Consultant is not responsible, and liability is waived by Client as against Consultant, for use by Client or any other person of any Project Documents not signed by Consultant.
12. Omitted.
13. Omitted.
14. In the event that the Project Documents are changed, the Project requires any Services by Consultant not anticipated by Consultant at the time of this Agreement, and/or any governmental agency requires any Services not anticipated by Consultant at the time of this Agreement, the fees and costs in relation to additional office and/or field work shall be paid for by Client based on Consultant's hours or part thereof spent by Consultant in

relation thereto at the Hourly Rate Schedule attached below.

15. Changes in the Services may be agreed upon from time to time in writing by and between Client and Consultant provided that, however, that no such change in the Services shall invalidate this Agreement.
16. In the event Client fails to pay Consultant within sixty days (60) days after the date of any invoice is rendered or breaches any other term of this Agreement, Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement, and upon WRITTEN NOTICE, Consultant may declare a Termination. Client may declare a Termination for any reason or no reason upon written notice.
17. In the event all or any portion of the Services prepared or partially prepared by the Consultant be suspended, abandoned, or terminated before completion of the Project for any reason or no reason (a "Termination"), the Client shall pay the Consultant for all fees, charges, and services performed prior to the receipt of notice of Termination, not to exceed any contract limit specified herein. NOTICE OF any Termination SHALL BE IN WRITING.
18. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this Agreement. All of Consultant's fees, expenses and charges shall be paid within thirty (30) days of the date of the invoice, and without setoff, reduction or deduction of any kind. A late payment finance charge will be computed at the periodic rate of 1 1/2% per month, or the highest rate allowed by law, whichever is less, which is an annual percentage rate of 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
19. Omitted.
20. Omitted.
21. The Client shall pay the costs of checking and site observation fees, zoning and annexation application fees, assessment fees, soil engineering fees, soil testing fees, aerial photography fees, all fees paid to any authority for approval of the Project, and all other fees, permits bond premiums, title company charges, blueprints and reproductions, renderings, models and mock-ups, postage, handling, copy charges, and all other reasonable expenses incurred by Consultant and not specifically covered by the terms of this Agreement.
22. Limitation of Liability: The Client agrees, to the fullest extent permitted by law, that the total aggregate liability of Consultant, its present and future officers, directors, shareholders, employees, agents and subcontractors on all claims, whether in contract, warranty, tort, strict liability, indemnity or otherwise, arising out of or in any way related to this Agreement, the Project and/or the Services, shall not exceed the greater of (a) the fees actually paid by Client and received by Consultant for the Services, (b) in the event that Client initials here\_\_\_\_\_ indicating that Client desires Consultant to purchase additional insurance in relation to the Project, and Client reimburses Consultant for such additional insurance within ten (10) days of the date of this Agreement, then up to the full amount of insurance coverage actually provided and paid by the carrier(s) for damages to Client under the policies of insurance obtained by Consultant. NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN TO THE CONTRARY, IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR MONEY, AND DOWN TIME COSTS.
23. No Fiduciary Responsibility: The Client confirms that neither the Consultant nor any of the Consultant's sub consultants or subcontractors have offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the Consultant or any of the Consultant's sub consultants or subcontractors.
24. The parties agree that this Agreement shall be interpreted under the laws of the state of Ohio. The venue for any legal dispute shall be that of Warren County, Ohio Common Pleas Court.
25. There are no understandings or agreements except as herein expressly stated.
26. All representations, warranties, covenants, releases and agreements of each of the parties to this Agreement shall survive the consummation of the transactions contemplated by this Agreement and shall not be affected by any investigation by or on behalf of the other party to this Agreement. Without limiting the foregoing, the rights and obligations under paragraphs 4-6, 10, 12, and 15- 26 shall survive the termination or expiration of this Agreement.

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

# Resolution

Number 22-0548

Adopted Date April 12, 2022

**AUTHORIZE THE COUNTY ADMINISTRATOR TO NEGOTIATE AGREEMENT  
TOWARD BROADBAND RELATED PROFESSIONAL SERVICES UTILIZING ARPA  
(AMERICAN RESCUE PLAN ACT) FUNDS**

WHEREAS, the Board of County Commissioners has authorized a framework for the expenditure of American Rescue Plan Act dollars for a variety of projects throughout the County; and

WHEREAS, the Board of County Commissioners is desirous of providing funds for the increase of broadband capabilities throughout the County; and

WHEREAS, the Board of County Commissioners is desirous of utilizing the services of a professional consultant to assist in drafting, publishing, and reviewing submissions of an RFP to service providers; and

WHEREAS, Morley, a firm of architects, engineers, and surveyors, has submitted a proposal to assist with the above referenced services (attached as Exhibit A); and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator or Deputy County Administrator to negotiate and execute a contract with Morley for broadband related professional services.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)  
 Commissioners' file  
 Telecom (FILE)  
 c/a—Morley



# MORLEY

ARCHITECTS | ENGINEERS | SURVEYORS

› 812.464.9585 office 812.464.2514 Fax  
› 4800 Rosebud Ln., Newburgh, IN 47630  
› morleycorp.com

March 29, 2022

Board of Commissioners of Warren County, Ohio  
Attn: Matthew Schnipke  
406 Justice Drive  
Lebanon, Ohio  
Sent via email: matthew.schnipke@co.warren.oh.us

**Re: Professional Services  
Preparation of Broadband Request for Proposals  
Morley PR21.0.428**

Morley is pleased to provide professional services relating to the above referenced project as outlined in the scope of work identified below.

## **Request for Proposal**

### **Due Diligence**

1. Perform a high-level desktop analysis of current broadband availability throughout Warren County using publicly available county, state, and federal data and mapping.
2. Meet virtually with County assigned personnel to discuss the goals and objectives of the Request for Proposals (RFP) to internet service providers (ISPs). The County shall assist in answering key and relevant questions provided by Morley.

### **Request for Proposal Publication**

1. Prepare a draft RFP document for County personnel and legal review. The RFP shall be drafted in the context of using American Rescue Plan Act (ARPA) funding as the sole or primary funding source for the broadband project. The RFP shall fundamentally target the deployment of fiber broadband, and not encourage non-wireline solutions.
2. Incorporate ARPA rules, guidance, and eligibility requirements into the RFP so that proposals shall be eligible for funding through ARPA.
3. Meet virtually with County personnel to review all aspects of the draft RFP.
4. Prepare the final RFP to receive applicant responses to deploy a network for high-speed broadband internet, including public notice, supporting documentation, exhibits, mapping, etc.
5. Manage the entire RFP process, including publishing, receiving and answering questions, and conducting a virtual pre-bid meeting.



**Proposal Scoring and Analysis**

1. Review and score applicant proposals in accordance with the objectives and scoring criteria of the RFP.
2. Meet virtually and coordinate with County personnel to review all proposals and form a recommendation.
3. Prepare a formal recommendation for the County to enter into a contract with an awarded service provider (the County is not required to make an award).
  - a. We have included one trip to Warren County to present the formal recommendation before the Board of Commissioners and to answer any pending questions.

**Contract Negotiations**

1. Contract negotiations are not included in this proposal because the scope of an ISP proposal is unknown. Once the County makes an award, Morley will happily provide a new proposal for services to prepare the final construction agreement and handle all negotiations with the ISP.

**Any service(s) not clearly expressed herein are not included or implied as part of this proposal. All services are rendered one time only.**



**Compensation**

Morley proposes to provide the services described above as follows:

**Fixed Fee = \$18,800 + Reimbursables**

In addition to the fee listed above there will also be reimbursable expenses for such items as digital photographs, copies, newspaper fees, filing fees, etc. Reimbursable expenses will be billed for the actual number of expendable items used.

**Summary**

This letter and the attached Standard Provisions of Agreement constitute the contract and conditions and services to be provided by Morley on the project described above.

If this letter is acceptable, please sign and date the Authorization below and return one copy to our office via fax at (812) 464-2514 or by email.

We look forward to working with you on this project. If you have any questions, or require additional information, please feel free to call me at (812) 464-9585.

Sincerely,

Jeramy Elrod, PE  
Managing Engineer

**Authorization**

Signature

Tiffany Zindel

Authorized by (printed)

Warren County Administrator

Title

5/10/2022

Date

Warren County

Client Company Name

406 Justice Drive Lebanon, OH 45036

Mailing address

Tiffany.Zindel@co.warren.oh.us

Email Address

513-695-1250

Phone

Encl: Standard Provisions of Agreement

cc: Accounting, File

J:\Proposal & Promotional\2021\PR210428\OH Warren County\Follow Up  
Proposal\PR21.0.428\_WarrenOH\_Morley.docx

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney



- relation thereto at the Hourly Rate Schedule in effect at the time for all time so spent as extra work, even if this Agreement is on a Fixed Fee or not-to-exceed basis.
15. Changes in the Services may be agreed upon from time to time in writing by and between Client and Consultant provided that, however, that no such change in the Services shall invalidate this Agreement.
  16. In the event Client fails to pay Consultant within sixty days (60) days after the date of any invoice is rendered or breaches any other term of this Agreement, Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement, and upon WRITTEN NOTICE, Consultant may declare a Termination. Client may declare a Termination for any reason or no reason upon written notice.
  17. In the event all or any portion of the Services prepared or partially prepared by the Consultant be suspended, abandoned, or terminated before completion of the Project for any reason or no reason (a "Termination"), the Client shall pay the Consultant for all fees, charges, and services performed prior to the receipt of notice of Termination, not to exceed any contract limit specified herein. NOTICE OF any Termination SHALL BE IN WRITING. In the event of a Termination: a) Client hereby completely releases and forever discharges Consultant from and against any and all past, present or future claims, demands, obligations, actions, causes of actions, damages, costs, expenses, and compensation relating to the Project and/or Services, whether based in tort, contract or any other theory or recovery which Client then has, jointly or separately, or which may hereafter accrue or otherwise be acquired, whether known or unknown, in which have arisen or may arise from or are in any way connected with any act or omission occurring prior to or upon the date of the Termination; (b) Client acknowledges and agrees that this is a release of known and unknown claims, and Client expressly waives and assumes the risk of any and all claims or damages which exist as of this date or in the future exist, but of which they do not know or expect to exist whether through ignorance, oversight, error, negligence, or otherwise, and which if known would materially effect Client's decision to enter into this Agreement; (c) Consultant shall be under no obligation to deliver any Instruments of Service or perform any additional work or Services, and Client shall have no right or license to use any Instruments of Service in its possession until Consultant is paid all sums due to Consultant from Client, whether pursuant to this Agreement or otherwise; and (d) Client shall, at its own expense, promptly undertake all commercially reasonable actions to remove Consultant from all permits and applications and obligations under permits or applications to any governmental, quasi governmental or similar body or contractor therefore in relation to the Project.
  18. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this Agreement. All of Consultant's fees, expenses and charges shall be paid within thirty (30) days of the date of the invoice, and without setoff, reduction or deduction of any kind. A late payment finance charge will be computed at the periodic rate of 1 1/2% per month, or the highest rate allowed by law, whichever is less, which is an annual percentage rate of 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
  19. The Client shall pay all costs of collection and all costs in relation to any dispute in any way relating to this Agreement, the Services and/or the Project, including, without limitation, Consultant's internal staff costs based on Consultant's hours or part thereof spent at the Hourly Rate Schedule in effect at the time and reasonable attorneys' fees and costs. In addition, in the event that: (a) Consultant is consulted by Client in relation to any dispute or problem with the Project, (b) Consultant is subpoenaed by any person or entity in any way related to the Project, and/or (c) Consultant is made a party to any dispute or litigation in any way related to the Project, whether or not any litigation is filed (any of the foregoing in items a-c a "Dispute"), by any person or entity, then Client shall pay to Consultant on demand fees based on Consultant's hours or part thereof spent by Consultant in relation thereto at the Hourly Rate Schedule in effect at the time for all time so spent, whether for investigation, consultation, internal or external preparation, attendance at deposition or trial or answering interrogatories, requests for admission, requests for production or other discovery or informal information requests. Further, in the event that Consultant, in its sole and absolute discretion, consults with or engages legal counsel of its choosing in relation to any of the foregoing, Client shall, upon demand, reimburse Consultant any and all reasonable attorneys' fees, paralegal fees, deposition charges, appraiser's fees and investigation charges incurred by Consultant.
  20. Client hereby agrees to indemnify, defend and hold harmless Consultant, its present and future officers, directors, shareholders, employees, agents, subcontractors and affiliates from and against all claims, losses, liability, penalties, fines, demands, suits, expenses and other detriments of every nature and description (including reasonable attorneys' fees, consultant fees and remedial costs), arising out of or related to: (a) the performance of Services or the Project unless caused by Consultant's own negligence or willful misconduct; (b) use or modification of the Files; (c) any obligation of Consultant to any governmental, quasi governmental or similar body or contractor therefore in relation to the Project, including, without limitation, all liability under permits, applications and plats in relation to the Project; (d) a Dispute; and/or (e) a violation by Client of any term of this Agreement. Except in the event of a Termination, such indemnification obligation specifically excludes liability arising from the sole negligence of the Consultant, and in the event of a Termination, such indemnification obligation specifically includes, without limitation, claims arising out of or related to the negligence or alleged negligence of Consultant and/or its present and future officers, directors, shareholders, employees, agents and/or subcontractors.
  21. The Client shall pay the costs of checking and site observation fees, zoning and annexation application fees, assessment fees, soil engineering fees, soil testing fees, aerial photography fees, all fees paid to any authority for approval of the Project, and all other fees, permits bond premiums, title company charges, blueprints and reproductions, renderings, models and mock-ups, postage, handling, copy charges, and all other reasonable expenses incurred by Consultant and not specifically covered by the terms of this Agreement.
  22. Limitation of Liability: The Client agrees, to the fullest extent permitted by law, that the total aggregate liability of Consultant, its present and future officers, directors, shareholders, employees, agents and subcontractors on all claims, whether in contract, warranty, tort, strict liability, indemnity or otherwise, arising out of or in any way related to this Agreement, the Project and/or the Services, shall not exceed the greater of (a) the fees actually paid by Client and received by Consultant for the Services, (b) in the event that Client initials here \_\_\_\_\_ indicating that Client desires Consultant to purchase additional insurance in relation to the Project, and Client reimburses Consultant for such additional insurance within ten (10) days of the date of this Agreement, then up to the full amount of insurance coverage actually provided and paid by the carrier(s) for damages to Client under the policies of insurance obtained by Consultant. NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN TO THE CONTRARY, IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR MONEY, AND DOWNTIME COSTS.
  23. No Fiduciary Responsibility: The Client confirms that neither the Consultant nor any of the Consultant's sub consultants or subcontractors have offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the Consultant or any of the Consultant's sub consultants or subcontractors.
  24. The parties agree that this Agreement shall be interpreted under the laws of the state of Indiana. In the event of any dispute between the parties, the jurisdiction shall be Indiana and each party agrees that the Courts located in Warrick County, Indiana shall be exclusive forum for such disputes, and each party submits to the exclusive jurisdiction of such Courts and waives any claim of improper venue or inconvenient forum for such Courts. Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation.
  25. There are no understandings or agreements except as herein expressly stated.
  26. All representations, warranties, covenants, releases and agreements of each of the parties to this Agreement shall survive the consummation of the transactions contemplated by this Agreement and shall not be affected by any investigation by or on behalf of the other party to this Agreement. Without limiting the foregoing, the rights and obligations under paragraphs 4-6, 10, 12, and 15-20 shall survive the termination or expiration of this Agreement.

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

# Resolution

Number 22-1946

Adopted Date December 20, 2022

## ADVERTISE FOR THE 2023 SMALL BRIDGES REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for the 2023 Small Bridges Replacement Project for the County Engineer; and

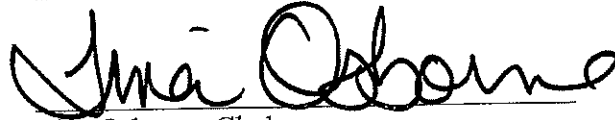
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of December 25, 2022; bid opening to be January 19, 2023 @ 9:30 a.m.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Engineer (file)  
OMB Bid file

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

# Resolution

Number 22-1949

Adopted Date December 20, 2022

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-379) FOR THE CITY OF SOUTH LEBANON IN THE AMOUNT OF \$54,364.49

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-379) for the City of South Lebanon.


<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 379	Street Lighting for the Grandin Rd. Roundabout	\$54,364.49

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)  
South Lebanon, City of

# Resolution

Number 22-1945

Adopted Date December 20, 2022

## ENTER INTO CONTRACT WITH ASSETWORKS FOR GARAGE FLEET MANAGEMENT SYSTEM WITH IMPLEMENTATION SERVICES FOR WARREN COUNTY GARAGE

WHEREAS, pursuant to Resolution #22-1614 adopted October 25, 2022, this Board authorized the initiation of negotiations with AssetWorks for Garage Fleet Management System with Implementation Services relative to the Warren County Garage; and

WHEREAS, all required documentation has been submitted by the vendor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with AssetWorks, 998 Old Eagle School Road Suite 1215, Wayne, PA 19087 Garage Fleet Management System with Implementation Services for the Warren County Garage; for a total contract price of \$115,240.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—AssetWorks  
Garage (file)  
OMB Bid file

# AssetWORKS

## ASSETWORKS MASTER SaaS AGREEMENT

The AssetWorks SaaS Master Agreement ("Agreement") is between the Warren County Board of Commissioners ("Customer") and as stated on the applicable Order Form ("Order Form"), and AssetWorks Inc. ("AssetWorks"). It consists of the terms and conditions listed below, as well as the details on the applicable Order Form (together, the "Agreement"). It is effective on the date this Agreement is signed by both parties ("Effective Date").

Each Order Form is subject to the following terms and conditions unless Customer has a separate written and signed agreement with AssetWorks. Your right to use the products and services is conditioned upon acceptance of this Agreement.

These terms shall apply to the products, software and services on the Order Form as applicable.

### 1. AGREEMENT OVERVIEW

AssetWorks provides cloud based services through a Data Center ("Data Center") and provides associated services to support customers that wish to outsource the operation and maintenance of computer applications listed in the Order Form.

This Agreement describes the services to be provided by AssetWorks ("Services") the respective responsibilities of the parties, the service level objectives ("SLOs"), and the problem management process. This Agreement incorporates the following Attachments that shall be considered an integral part of this Agreement:

- Attachment 1 Scope of Services
- Attachment 2 Service Level Objectives

During the term of this Agreement, Customer is granted a non-exclusive, restricted license to use the Software in its own business. Customer has no right to use the Software in processing work for third parties. Use of the Software is subject to the license limitation as stated in the Order Form. Enterprise Pricing is based upon Customer's estimated asset count at the time of this Agreement. Pricing under this Agreement is subject to increase in the event Customer merges with another entity, is subject to a change in control or should Customer's asset count increase.

### 2. SERVICES

AssetWorks will perform the services ("Services") as described in the Scope of Services, set forth in Attachment 1. The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database software for the Applications hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software other than noted in the Scope of Services; and
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the AssetWorks Data Center

The Services shall be provided subject to the Terms and Conditions, which follow.

### 3. TERM

The Term of the Agreement shall commence as of the Effective Date and shall continue for five (5) years ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then current term.

### 4. FEES AND PAYMENT

Customer shall pay AssetWorks the applicable fees as set forth in the Order Form. AssetWorks shall invoice Customer monthly, in advance, and all invoiced fees shall be due and payable within 30 days of the date of an invoice. Monthly invoices shall include charges defined in the Order Form. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. The pricing on the Order Form is based upon the quantities listed at the time of purchase. In the event that the number of licenses, assets or sites changes the pricing is subject to change.

Any amounts not paid when due will be subject to interest accrued at twelve percent (12%) per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes should be credited back to the Customer if said dispute is found to be through no fault of the Customer.

A Customer will be considered delinquent if payment in full is not received forty-five (45) days from the date of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement and/or Customer access to the Service if the Customer account becomes delinquent and is not cured within ten (10) days of notice to Customer by AssetWorks. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this ten (10) day period shall

constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement, Customer will be obligated to pay the balance due on their account for the remainder of the Initial Term computed in accordance with the Order Form. Customer agrees that they may be billed for such unpaid fees. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of the dispute.

Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for Services provided to Customer and all other amounts due under this Agreement within 30 days of the invoice date.

#### **5. CUSTOMER RESPONSIBILITIES**

The Customer is responsible for:

- Assigning a primary and alternate Customer representative (designated key personnel) to coordinate all communications and activities related to AssetWorks services.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site except as otherwise stipulated in the Scope of Services. AssetWorks network and network responsibility extends from the AssetWorks routers at AssetWorks' sites to all connected equipment at AssetWorks' sites.
- Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.

#### **6. OWNERSHIP OF SOFTWARE AND DATA**

Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by AssetWorks in providing Services under the Agreement. AssetWorks shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination or in another format mutually agreed upon by the Parties.

#### **7. WARRANTY DISCLAIMER/LIMITATION OF LIABILITY**

Except as expressly set forth herein, AssetWorks disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability. AssetWorks shall not be liable for any punitive, indirect, incidental, special or consequential damages, including but not limited to lost data or lost revenues or profits, however arising, even if AssetWorks has been advised of the possibility of such damages. AssetWorks' liability for any and all damages (including attorneys' fees) arising from or relating to this Agreement (whether arising in breach of contract or warranty, tort, strict liability, statutory liability or otherwise) shall in no event exceed fees paid to AssetWorks under this Agreement during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against AssetWorks relating to this agreement must be made in writing and presented to AssetWorks within six (6) months after the date on which this Agreement expires or is otherwise terminated.

#### **8. TERMINATION FOR DEFAULT**

A Default shall occur if:

(1) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or

(2) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

If Default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder, terminate Customer access to the Service, or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

#### **9. GOVERNING LAW; VENUE**

Unless prohibited by law, this Agreement shall be governed and construed in accordance with the laws of the State of Ohio without regard to choice of law principles. Unless prohibited by law, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the Court of Common Pleas, Warren County, Ohio.

#### **10. ASSIGNMENT**

Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of AssetWorks, which approval may be withheld in the reasonable judgment of the AssetWorks. Customer agrees that

AssetWorks may assign its obligations in the event of a reorganization, but AssetWorks shall remain responsible for performance under the Agreement. All fees will remain intact as outlined in the Order Form throughout the Initial Term.

**11. SEVERABILITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

**12. ENTIRE AGREEMENT**

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.

**13. FORCE MAJEURE**

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers (or ISPs), or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

**14. WAIVER**

No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

**15. AMENDMENTS, SUPPLEMENTS**

The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representative(s).

**16. BINDING EFFECT, BENEFITS**

The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

**17. NOTICES**

All notices under the Agreement will be in writing and will be delivered by personal service, certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the addresses set forth at the top of this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed.

**18. HEADINGS**

The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or Section.

**19. AUTHORIZATION**

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

**20. RELATIONSHIP OF PARTIES**

The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

**21. CONFLICTING PROVISIONS**

This Agreement and the Order Form are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then the terms on the Order Form shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision therein. Terms on a Customer invoice which are intended to add additional or conflicting terms to this Agreement are specifically rejected and do not become part of the Agreement unless incorporated onto the Order Form.

**22. COUNTERPARTS**

The Order Form may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**23. COUNSEL**

By execution of the Order Form, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

**AssetWorks Inc.**

Name: Steven Occhiolini

Title: Director of Finance

Sign: *Steven Occhiolini*

Date: 12/8/2022

**Warren County Board of Commissioners**

Name: *Tom Grossmann*

Title: President

Sign: *Tom Grossmann*

Date: 12.20.22

**APPROVED AS TO FORM**

*Adam M. Nice*

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



## Attachment 1 - Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the "Services" for purposes of this Agreement.

### Application

Application refers to the software provided by AssetWorks pursuant to this Agreement.

### Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application and provided by AssetWorks as part of the Services.

### Hardware

Server infrastructure.

### Database Instances

AssetWorks will maintain a single Production Database Instance. This Production Database will provide the daily, real-time transaction data to the Application users.

In addition to the Production Database, AssetWorks will maintain one additional, non-production Database (Test). Upon request by Customer, AssetWorks will populate these additional Databases with Customer's Production data up to 4 times in any 12 month period at no additional cost.

### Backups

Full database and incremental file system backups are taken each night and stored at an offsite facility. Backup data is retained for 14 days.

### Hours of System Operations

The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of Scheduled Maintenance and previously approved outages. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the AssetWorks side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

### Data Center Maintenance

AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish schedules for subsequent years on its Customer Support web site. AssetWorks will provide at least 30 days notice to any changes in the schedule.

If AssetWorks is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the AssetWorks will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

### Application Maintenance

#### 1. Correction of Deviations

In the event that the Customer encounters an error and/or malfunction ("Deviation") in the Software, the Customer shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction in accordance with AssetWorks' normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are required to correct the Deviation with all due dispatch. Corrections will be applied and distributed to the latest software release. AssetWorks will have no obligation to provide development support for an issue that can be resolved by Customer installing a revision to the software.

2. Software Revisions. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions").

#### 3. Telephone Hotline Assistance

AssetWorks shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the Customer relating to the application and operation of the Software. At other times such personnel are available by beeper for emergencies.

#### 4. Technical Literature

AssetWorks shall make available to the Customer on line all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of Customer's operations.

#### 5. Proper Use

- a. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.

- b. In the event that the Customer or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at Customer's expense.
- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer's expense.

## Attachment 2 - Service Level Objectives

This Service Level Agreement ("SLA") is intended to provide an understanding of the level of service to be delivered by AssetWorks for the Services specified in Attachment 1. The service levels set forth below apply to the Services provided by AssetWorks under the Agreement.

### AVAILABILITY

AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:  
$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Application during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks).
- "z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.

### FEE ADJUSTMENT

In the event that AssetWorks does not meet the Availability levels set forth below, the amount of fees payable by Customer will be reduced as follows:

In the event the average Availability for the Application is less than ninety nine percent (99%) during any two consecutive quarters, Customer will receive a credit to its account with AssetWorks of five percent (5%) of the amount of a quarter's aggregate Services Fees paid or payable by Customer to AssetWorks.

AssetWorks' obligation to provide Customer with fee adjustments as set forth above is conditioned on Customer providing detailed written notice to AssetWorks of its contention that AssetWorks was unable to meet the applicable Availability levels. Upon receipt of such notice, AssetWorks shall have thirty (30) calendar days to investigate the contention. If, at the end of the thirty (30) calendar day period it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Attachment shall be Customer's sole remedy and AssetWorks' entire liability in the event of a breach of this Attachment 2, including the failure of any Availability measurements to meet the thresholds set forth above.



# ORDER FORM

**AssetWorks Inc.**  
 998 Old Eagle School Road, Suite 1215  
 Wayne, PA 19087

**Order #:** Q-09211-5  
**Date:** 12/08/2022  
**Expires On:** 02/28/2022

**Ship To**  
 County of Warren  
 Lebanon, Ohio  
 United States  
 5136951350

**Bill To**  
 County of Warren  
 Lebanon, Ohio  
 United States

This Order Form and SOW Q-09211 is subject to the terms of the AssetWorks MSA which are hereby incorporated into this Order Form. Parties agree to be bound by those terms and conditions.

### FleetFocus SaaS

Description	QTY	Monthly Fee/Unit	Line Monthly Total	Annual Fee
SaaS - FleetFocus Monthly Fee	500	USD 4.00	USD 2,000.00	USD 24,000.00
Reporting Module				
Shop Activity Module				
Customer Access Module				
KPI/Dashboards Module				
MobileFocus / Smart Apps, Enterprise License				
Crystal Reports Server OEM Edition - with 1x report writer				

### FleetFocus SaaS

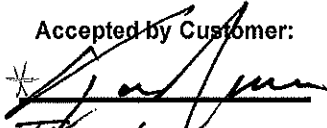
Description	Line Total
Project Management Services	USD 13,200.00
SaaS Environment - One Time Setup Fee	USD 5,280.00
SaaS Reporting Environment - One Time Setup Fee	USD 2,640.00
Customer Access Module and PM Scheduling Implementation Services	USD 7,040.00
Project Kickoff & Orientation	USD 2,640.00
System Setup Services	USD 7,040.00
System Configuration Services	USD 12,320.00
Data Conversion Services	USD 12,320.00
Configure Fueling System Import	USD 1,760.00
Testing Services	USD 2,640.00
Training Services	USD 8,800.00
Go Live Support Services	USD 10,560.00
Estimated Travel Costs (2 trips)	USD 5,000.00

<b>Total Year One:</b>	USD 115,240.00
<b>Total Year Two:</b>	USD 24,000.00
<b>Total Year Three:</b>	USD 25,440.00
<b>Total Year Four:</b>	USD 26,966.40
<b>Total Year Five:</b>	USD 28,584.38

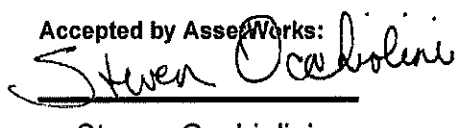
In the event Customer's business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer's execution of the Order Form without designating a purchase order number shall be deemed Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

Purchase Order Number: \_\_\_\_\_

Accepted by Customer:

Signature:   
Name (Print): Tom Grossmann  
Title: President  
Date: 12-20-22

Accepted by AssetWorks:

Signature:   
Name (Print): Steven Occhiolini  
Title: Director of Finance  
Date: 12/8/2022

Please sign and email to John Crane at john.crane@assetworks.com.

THANK YOU FOR YOUR BUSINESS!

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney

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

# Resolution

Number 22-1946

Adopted Date December 20, 2022

## ADVERTISE FOR THE 2023 SMALL BRIDGES REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for the 2023 Small Bridges Replacement Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of December 25, 2022; bid opening to be January 19, 2023 @ 9:30 a.m.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Engineer (file)  
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1947

Adopted Date December 20, 2022

APPROVE CHANGE ORDER #1 WITH JESS HOWARD ELECTRIC COMPANY FOR THE 2022 IMPROVEMENTS TO WARREN COUNTY AIRPORT – JOHN LANE FIELD TAXIWAY AND NEW WIND CONE PROJECT

WHEREAS, pursuant to Resolution #22-0652, adopted May 5, 2022, this Board awarded bid and entered into contract for the Warren County Airport – John Lane Field Taxiway Lighting and New Wind Cone Project; and

WHEREAS, grading and erosion work performed in the completion of said project was not as extensive as previously estimated; and

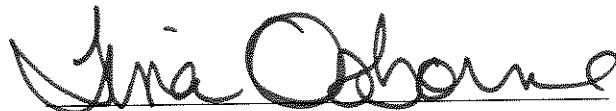
NOW THEREFORE BE IT RESOLVED, to approve change order #1 with Jess Howard Electric Company in the amount of \$1,533.20 resulting in a decrease to purchase order #22001714 which is for a portion of the work, and a new contract price of \$193,364.60 for said purchase order. Copy of said change order is attached hereto and made a part thereof.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
c/a—Jess Howard Electric Company  
Airport (file)

## CHANGE ORDER

No. 001  
 Date: 12/06/2022  
 Agreement Date: 5/10/2022  
 Page: 1 of 2

NAME OF PROJECT: 2022 Improvements to Warren County Airport - John Lane Field  
Taxiway Lighting and New Wind Cone  
ODOT Project No. 22-05

OWNER: Warren County Board of Commissioners

CONTRACTOR: Jess Howard Electric Company

Add the following changes to the quantities in the CONTRACT DOCUMENTS:

<u>ITEM</u>	<u>SPEC</u>	<u>PLAN DESCRIPTION</u>	<u>UNIT QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
<b>TAXIWAY LIGHTING AND NEW WIND CONE</b>					
1	C-102-6.1	Temporary Erosion Control	-1 L.S.	\$ 1,285.00	\$ -1,285.00
6	L-108-5.1	Trenching for Direct-Buried Cable, 18-Inch Minimum Depth	-251 L.F.	\$ 4.00	\$ -1,004.00
7	L-108-5.2	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	-308 L.F.	\$ 2.00	\$ -616.00
8	L-105-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed by Plowing, Including Connections/Terminations	-331 L.F.	\$ 2.20	\$ -728.20
9	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 3-Inch, Installed by Boring	30 L.F.	\$ 70	\$ 2,100.00

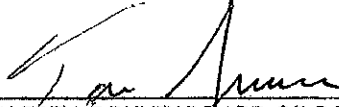


- This change order is being issued to balance Jess Howard's construction contract against final as-built quantities.

Change to CONTRACT PRICE:	\$ -1,533.20
Original CONTRACT PRICE-Total Contract:	\$ 194,897.80
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ 193,364.60

CONTRACTOR: <u><i>Brian Cavanaugh</i></u>	Operations Comptroller	12-7-22
JESS HOWARD ELECTRIC COMPANY	TITLE	DATE
ENGINEER: <u><i>Dirk H. Cain</i></u>	Senior Associate	12/06/2022
STANTEC CONSULTING SERVICES INC.	TITLE	DATE

**CHANGE ORDER**

No. 001  
Date: 12/06/2022  
Agreement Date: 5/10/2022  
Page: 2 of 2

OWNER:		President	<u>12-20-22</u>
	WARREN COUNTY BOARD OF COMMISSIONERS	TITLE	DATE
OWNER:		Vice-President	<u>12-20-22</u>
	WARREN COUNTY BOARD OF COMMISSIONERS	TITLE	DATE
OWNER:		Member	<u>12-20-22</u>
	WARREN COUNTY BOARD OF COMMISSIONERS	TITLE	DATE



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1948

Adopted Date December 20, 2022

TRANSFER VEHICLE NO LONGER BEING UTILIZED BY THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT TO THE WARREN COUNTY PARK BOARD

WHEREAS, the Warren County Board of Commissioners is in possession of a truck that is no longer needed by the Warren County Facilities Management Department; and

WHEREAS, the Warren County Park Board has expressed interest in obtaining said vehicle for use by their department; and

NOW THEREFORE BE IT RESOLVED, to transfer title of the following vehicle from the Warren County Commissioners to the Warren County Park Board as follows:

2009 Ford F-150, asset number 9741, VIN# 1FTPX14V39KC17856

BE IT FURTHER RESOLVED, that at such time the Warren County Park Board no longer needs the truck, said truck shall be returned to Warren County for disposal.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao

cc: Facilities (file)  
Park Board (file)  
Title Transfer file  
Auditor's Office – B. Quillen  
Garage  
Tina Osborne

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1949

Adopted Date December 20, 2022

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-379) FOR THE CITY OF SOUTH LEBANON IN THE AMOUNT OF \$54,364.49

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-379) for the City of South Lebanon.


<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 379	Street Lighting for the Grandin Rd. Roundabout	\$54,364.49

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)  
South Lebanon, City of

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1950

Adopted Date December 20, 2022

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT.

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following:

- 79 TASERS (see attached list of serial numbers)

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

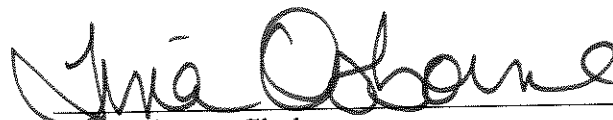
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)  
B. Quillen – Auditor's Office

1. X120080WN
2. X12008110
3. X120080WW
4. X1200811R
5. X120080X8
6. X120080XH
7. X1200811C
8. X120080DV
9. X1200811W
10. X120080DC
11. X120080C5
12. X12008116
13. X120080PM
14. X12008117
15. X12008113
16. X120080XM
17. X120080TP
18. X120080Y1
19. X1200808D
20. X120080WY
21. X120080CH
22. X120080YV
23. X1200813K
24. X120080M6
25. X120080YR
26. X120080D6
27. X120080TM
28. X1200810P
29. X1200810X
30. X120080PD
31. X12008102
32. X1200813C
33. X120080K6
34. X120080E0
35. X1200813E
36. X120080XW
37. X120080FA
38. X12008077
39. X12008135
40. X12008139
41. X120080DE
42. X120080XX
43. X1200810Y
44. X12008066
45. X1200813H
46. X120080P5
47. X120080P7
48. X120080CA
49. X1200A81M
50. X120080VY
51. X120080VW
52. X120080N3
53. X120080VA
54. X120080XA
55. X120080RT
56. X120080RH
57. X1200DR58
58. X120080W0
59. X120080W6
60. X120080X2
61. X120080W5
62. X120080W7
63. X120080RA
64. X120080R9
65. X120080W8
66. X120080Y9
67. X120080YA
68. X120080TY
69. X120080RW
70. X1200CH8K
71. X1200811V
72. X120080WM
73. X120080FM
74. X120080WP
75. X120080AA
76. X1200813T
77. X120080P1
78. X120080CF
79. X120080TN

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1951

Adopted Date December 20, 2022

APPROVE A MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES

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 Warren County Children Services and Warren County Community Services in regard to the TIP Program; copy of agreement is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Warren County Community Services  
Children Services (file)

## **Therapeutic Interagency Program Memorandum of Understanding**

This Agreement is entered into between the Warren County Board of County Commissioners (hereinafter referred to as "Board") on behalf of Warren County Children Services, and Warren County Community Services 645 Oak Street, Lebanon, Ohio 45036.

This is a contract for **Therapeutic Interagency Program (TIP) Services for the period of January 1, 2023-December 31, 2023.**

### **ARTICLE I: PURPOSE OF THE CONTRACT**

The purpose of the Tip Program is to provide preschool children who have histories of abuse and neglect with supportive and integrated child protection, mental health, and educational interventions that protect the children while promoting healthy social interactions with parents, teachers, and therapists. The TIP Program strives to provide the children with sustained, safe, nurturing environments and relationships, provides interactions with positive adult and peer role models, helps to stabilize the children physically and mentally, assists in their developmental and social-emotional progress, and works to obtain family stability.

### **ARTICLE II: RESPONSIBILITY OF WARREN COUNTY COMMUNITY SERVICES**

- A. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the Head Start grant award.
  
- B. Supply Program services during the contract period to children ages three to five and their families. Services shall include, but not be limited to, therapeutic provider-based year-round preschool programming, mental health therapy, as well as individualized treatment plans, daily transportation, psychiatric services, in-home and provider-based parent education and involvement, educational resources for parents, transitional services, coordination with outside agencies to address client needs, and program evaluation to insure fiscal accountability and to measure evidence-based outcomes and quality assurance.
  
- C. Accept all referrals made by Warren County Children Services staff and shall provide program services to clients who are eligible for Temporary Assistance to Needy Families (TANF). Other social service organizations in the community may also refer potential clients, space permitting. Head Start eligibility of client will be verified prior to the provision of services.
  
- D. Ensure that all children in TIP during the school year are Head Start children with access to all services that Head Start provides, including, but not limited to educational assessments, health screenings and services, disability screenings and services, parental involvement assessments, and social services.

E. Operate two TIP classroom sessions, one at the South Lebanon Early Learning Center 99 North Section Street, South Lebanon, Ohio 45065, and one at the Carlisle Early Learning Center, 130 Union Rd, Carlisle OH 45005. The Program shall be run in half-day sessions, Monday through Thursday. The Program shall operate at least 160 days during the year. Each section shall accommodate twelve (12) students for a total enrollment of twenty-four (24) children.

F. Provide transportation to clients. Warren County Community Services staff shall accompany the clients in the vehicle to ensure attendance and to allow for daily monitoring of the home environment.

G. Employ and maintain two (2) full-time school year teachers and one co-teacher at each location to provide specific classroom curriculum and case management as identified and described in this section of the contract agreement. Warren County Community Services shall certify that those persons hired shall be fully trained and qualified; minimum of Child Development Associate credential, Prefer degree in early childhood education.

H. Employ and maintain one (1) full-time equivalent TIP Coordinator through direct hire who can intelligently and competently do the following: assume responsibility for supervision of TIP classroom and outpatient placement and program referrals, complete all reports and rosters as assigned and by due date, assist TIP staff, children, parents, and other agency staff through TIP's intake, placement, treatment, and transition stages, assist in interpreting program findings, assure cooperative programming of TIP/Head Start clients, assist with growth/expansion, replication and dissemination of TIP model, provide direct on-site and home-based services to parents/guardians referred, conduct home visits occurring on a consistent and regular basis for all referred caregivers. Warren County Community Services certifies that upon hire and during his/her service for Warren County Community Services, the person hired shall be fully trained and qualified to perform duties described in this section of the agreement, with a minimum education requirement of a Bachelor's Degree in Social Work, Special Education, Early Childhood Education or other related professions; prefer Master's Degree. Knowledge, skills, and abilities of TIP Coordinator shall include, without limitation, knowledge of trauma-informed practices, interdisciplinary and interagency work experience, experience in the field of child developmental learning disorders and/or child welfare, experience in the field of parenting, experience working with and/or providing education to adults and families, experience working with diverse populations of children and adults including: abuse/neglected population, low function population, substance abusers, domestic violence, and victims of sexual abuse, possessing demonstrated ability to work as a team member, good organizational skills, history of good job attendance, must pass criminal background checks, drug screening, and be free from communicable diseases. Warren County Community Services shall supply appropriate supervision and administrative functions associated with overall performance of the agreement in a manner satisfactory to Warren County Children Services.

I. Contract with another organization (Warren County Educational Service Center) to provide the services of an Early Childhood Mental Health therapist, who will provide on-site mental health therapy for children enrolled in the TIP program at both the South Lebanon and Carlisle locations.

J. Perform appropriate supervision and administrative functions and related tasks associated with the overall performance of the Program, which shall include without limitation, overseeing the management of the Project, compiling and disseminating related program data and reports as required by this agreement, managing and monitoring all employees, and designing methods to implement best practices in a manner satisfactory to Warren County Children Services.

K. Maintain appropriate records of client activity, both for individual clients and for the entire client population served under this agreement, so as to facilitate monitoring and evaluation.

L. Warren County Community Services shall submit a Monthly Client Report for each client served during the month and a Monthly Provider Wait List no later than the 15th day of each month following the end of the reporting month that shall cover the previous thirty (30) day period. Monthly coordination meetings will be held between Warren County Children Services and Warren County Community Services to review services provider and client progress.

M. Submit a quarterly invoice of \$20,000.00 to Warren County Children Services to Jenny Carman at [Jennifer.Carman@jfs.ohio.gov](mailto:Jennifer.Carman@jfs.ohio.gov). The invoice will be submitted in March, June, September and December of 2023.

N. An interim report on the Program is due from Warren County Community Services within thirty (30) days after completion of the first six (6) months of the Program and a final report on the Program is due from the Warren County Community Services within forty-five (45) days after the end of the agreement term. Such reports shall include, without limitation, a narrative which describes the program activities, attendance statistics, program outcomes, and the Program's successes and positive impacts on the community.

O. Warren County Community Services warrants that claims made to Warren County Children Services for payment for services provided shall be for actual services rendered and shall not duplicate claims made by Warren County Community Services to other sources of public or private funds for the same services.

P. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of this agreement. Amendments of the contract will be made as mutually agreed upon. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

Q. Warren County Community Services agrees that they shall not use any information, systems or records made available to them for any purpose other than to fulfill the contractual duties specified herein, without the express written permission of Warren County Children Services. Warren County Community Services further agree to maintain the confidentiality of all clients and families served. No information on clients served shall be released for research or other



publication without the express written consent of the Warren County Children Services Director or her designee.

R. Promptly reimburse Warren County Children Services for any funds Warren County Children Services pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Warren County Children Services is responsible. Make records available to Warren County Children Services, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

### **ARTICLE III: RESPONSIBILITY OF WARREN COUNTY CHILDREN SERVICES**

A. Provide funding to Warren County Community Services, not to exceed \$80,000.00 for calendar year 2023, in accordance with this Agreement and Federal, state and local laws upon receipt of a quarterly invoice for \$20,000.00 to be sent in the months of March, June, September and December of 2023.

B. Assign a case manager to the children who participate in the TIP program. This case manager will attend monthly coordination meetings with Warren County Community Services, assist with enrollment efforts such as acquiring necessary paperwork from the guardian or agency record, making necessary service referrals, and monitor client progress.

C. Provide technical assistance and training as requested to assist Warren County Community Services in fulfilling its obligations under this agreement.

D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

E. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of the agreement. Amendments of the contract will be made as mutually agreed. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

### **ARTICLE IV. AMENDMENT OR TERMINATION OF AGREEMENT**

This document constitutes the entire agreement between Warren County Children Services and Warren County Community Services with respect to all matters herein. Only a document signed by both parties may amend this Agreement. Both Warren County Children Services and Warren County Community Services agree that any amendments to laws or regulations cited herein will

result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.


## ARTICLE V. MISCELLANEOUS PROVISIONS

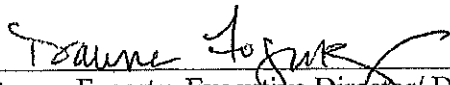
A **Limitation of Liability:** To the extent permitted by law, Warren County Children Services agrees to be responsible for any liability directly relating to all acts of negligence by Warren County Children Services. To the extent permitted by law, Warren County Community Services agrees to be responsible for any liability directly related to all acts of negligence by Warren County Community Services. In no event, shall either party be liable for any indirect or consequential damages, even if Warren County Children Services or Warren County Community Services knew or should have known of the possibility of such damages.

B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.


C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Warren County Children Services to Warren County Community Services that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, Warren County Children Services, Warren County Community Services, or any of the officers or employees of the State of Ohio, Warren County Children Services or any of the officers or employees of the State of Ohio or Warren County Children Services.

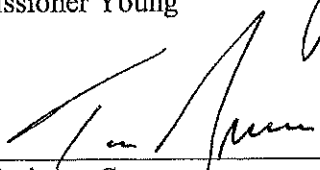
In Witness whereof, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Community Services have executed this Agreement effective the date of the last obtained signature as follows:

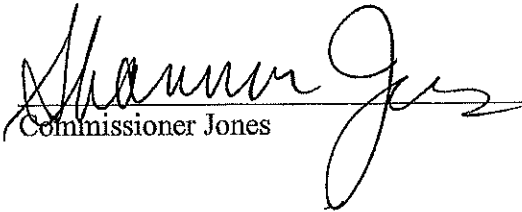
  
\_\_\_\_\_  
Shawna Jones, Director/ Date  
Warren County Children Services

  
\_\_\_\_\_  
Dawna Fogarty, Executive Director/ Date  
Warren County Community Services

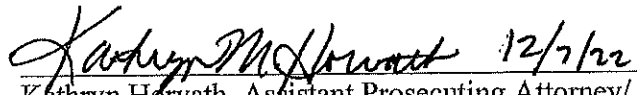
Warren County Board of County Commissioners:

  
\_\_\_\_\_  
Commissioner Young

  
\_\_\_\_\_  
Commissioner Grossman

  
\_\_\_\_\_  
Commissioner Jones

Approved As To Form Only:

  
\_\_\_\_\_  
Kathryn Horvath, Assistant Prosecuting Attorney/ Date

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1952

Adopted Date December 20, 2022

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

BE IT RESOLVED, to enter into a lease agreement with the Warren County Soil and Water Conservation District in the Old Courthouse; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Soil and Water Conservation District  
Commissioners' file  
S. Spencer

## OFFICE SPACE LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 20 day of December, 2022, by and between the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Lessor") and The Warren County Soil & Water Conservation District, whose mailing address is 320 East Silver Street, Lebanon, Ohio (Lessee), for the use of office space in the daily administration.

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

- 1) Pursuant to Ohio Revised Code § 307.09, Lessor hereby leases and rents to the Lessee a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2023, to December 31, 2023.
- 2) Pursuant to Ohio Revised Code § 1515.08 (H), Lessee hereby leases and rents from the Lessor a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2023, to December 31, 2023.
- 3) Lessee shall pay as rent for the premises located at 320 East Silver Street, Lebanon, Ohio, 45036 an annual rent of \$8,697.48, payable at \$724.79 monthly.
- 4) Lessee shall have exclusive use of the premises as described and for purposes stated above, in its present condition, reasonable wear and tear excepted. Lessee shall also be entitled to use the parking lot facility on a first come first serve basis, and in the event no parking spaces should be available which may occur from time to time, this occurrence or occurrences shall not be a breach of this agreement.
- 5) Lessor shall provide to the premises at no additional charge to the Lessee all property insurance, all utilities, except telephone, and maintenance and janitorial services as required.
- 6) Premises shall not be sublet or assigned to any other entity without prior written consent of either party.
- 7) No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Lessor for maintenance and/or safety purposes.
- 8) In the event of any breach of this agreement, either party hereto shall have right to terminate this lease in accordance with state law and the Lessor will have the right to re-enter and claim possession of the premises, in addition to such other remedies available to the Lessor, as the property owners, arising from said breach.

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

10) Lessor's Execution:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this agreement to be executed by its President, on the date stated below, pursuant to Resolution No. 22-1952 dated 12-20-22.

LESSOR:

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]  
PRINTED NAME: Tom Grossman  
TITLE: President  
DATE: 12-20-22

11) Lessee's Execution:

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

LESSEE:

WARREN COUNTY SOIL & WATER  
CONSERVATION DISTRICT

SIGNATURE: [Signature]  
PRINTED NAME: Molly M Conley  
TITLE: Director  
DATE: 12/15/22

APPROVED AS TO FORM:

[Signature]  
By: Asst. Prosecutor

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1953

Adopted Date December 20, 2022

APPROVE AND ENTER INTO AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS AND THE CITY OF MASON, OHIO REGARDING REIMBURSEMENT FOR PUBLIC DEFENDER EXPENDITURES FOR 2023

BE IT RESOLVED, to approve and enter into contract with the City of Mason, Ohio for reimbursement for 2023 public defender services; said agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: c/a—City of Mason  
City of Mason – Zach Zoz (file)  
Ohio Public Defender Office  
Commissioners' file  
D. Gray

**AGREEMENT FOR INDIGENT DEFENSE SERVICES  
IN MASON MUNICIPAL COURT  
(ASSIGNED COUNSEL)**

This Agreement is entered into by and between the Warren County Board of County Commissioners, with a mailing address of 406 Justice Drive, Lebanon, Ohio 45036, (hereinafter referred to as the "COUNTY"), and the City of Mason, Ohio, with a mailing address of 6000 Mason-Montgomery Road, Mason, Ohio 45040, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY, in furtherance of the execution of its legal responsibilities, desires that said legal services be delivered to COUNTY's indigent citizens and others so situated, and

WHEREAS, the CITY of Mason Municipal Court maintains a list of Public Defenders who are willing to provide the aforesaid legal services to the COUNTY's indigent citizens and others so situated, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code section 120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the COUNTY for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code sections 120.33 and 120.35, and pay the CITY its appropriate share, and

WHEREAS, this Agreement has been authorized by the CITY by Res./Ord. Number 2013.95, passed by the Mason CITY Council on November 18, 2013, and by Resolution Number 22-1953, passed by the Board of Commissioners of Warren COUNTY on 12-20-22.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

**1. REPRESENTATION**

- 1.1 The CITY and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent adults and juveniles in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY Ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defendant's Commission and the State Public Defender, pursuant to Ohio Revised Code section 120.33 and Ohio Administrative Code section 120-1-03. In addition to indigency determination, all rules, standards and guidelines issued by the Office of Public Defender and Ohio Public Defender Commission shall be followed.



**2. COMPENSATION**

- 2.1 Pursuant to Ohio Revised Code section 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the Municipal Court of Mason, Ohio, to represent indigent persons charged with violations of the ordinances of the CITY of Mason, Ohio.
- 2.2 Payment by the municipality for representation of indigent persons will be by fee schedule, and such payment shall not exceed the fee schedule in effect and adopted by the Board of County Commissioners of Warren County, Ohio.
- 2.3 CITY agrees to deposit funds in advance with the COUNTY in an amount sufficient for the payment of the legal fees and expenses that CITY anticipates incurring during the term of this Agreement.
- 2.4 The COUNTY shall pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of reconciliation of reimbursements received or at a time mutually agreed upon by the parties.

**3. DURATION OF CONTRACT AND TERMINATION**

- 3.1 The term of this agreement shall be for one year, January 1, 2023 to December 31, 2023.
- 3.2 If the COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested, or is hand-delivered.

**4. TERMS OF AGREEMENT**

- 4.1 As soon as is reasonably practical after a case is finally disposed of by the Mason Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case.
- 4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the Court, the Mason Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.3 After approval, the COUNTY Auditor shall thereafter process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio revised Code section 120.33.



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1954

Adopted Date December 20, 2022

ENTER INTO A FIRE MONITORING AGREEMENT WITH SILCO FIRE & SECURITY ON BEHALF OF WARREN COUNTY WATER AND SEWER FOR SERVICE AT RICHARD A. RENNEKER WATER TREATMENT PLANT

BE IT RESOLVED, to enter into a Fire Monitoring Agreement with Silco Fire & Security on behalf of Warren County Water and Sewer Department for the service at Richard A, Renneker Water Treatment Plant, copy of said sales agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: c/a – Silco Fire & Security  
Water/Sewer (file)



<b>Cincinnati</b> 10200 Reading Road Cincinnati, OH 45241 (513) 733-5655	<b>Dayton</b> 4099 Industrial Lane Beavercreek, OH 45430 (937) 426-9717	<b>Columbus</b> 2395 Southwest Boulevard Grove City, OH 43123 (614) 449-2101
<b>Akron</b> 451 Kennedy Road Akron, OH 44305 (330) 635-4343	<b>Cleveland</b> 13015 York-Delta Drive North Royalton, OH 44133 (216) 252-3851	www.silcofs.com

THIS AGREEMENT, THE "AGREEMENT", MADE BY AND BETWEEN BRAKEFIRE, INC. OR A SILCO FIRE & SECURITY HEREINAFTER REFERRED TO AS THE "COMPANY" AND

RENNEKER NF BUILDING HEREINAFTER REFERRED TO AS "CLIENT" LOCATED AT  
 (NAME)  
 6193 STRIKER RD. LEBANON OH. 45039 513-695-1195  
 (EQUIPMENT LOCATION) (PHONE NUMBER)  
 406 JUSTICE DR. LEBANON OH. 45039 (PHONE NUMBER)  
 (BILLING ADDRESS)

For the consideration and pursuant to the terms and conditions hereinafter mentioned, Company agrees to sell and provide equipment and services as detailed below and as specified in any attached schedules referred Paragraph 4.1. of this Agreement.

1. EQUIPMENT DESCRIPTION  
 INSTALLATION OF A CELLULAR DIALER

Once installed, the Equipment may be collectively referred to as the "System."  
 \*Note: Client acknowledges that (i) additional equipment at additional cost, can provide increased detection ability, (ii) Client has voluntarily elected to accept the System based on Client's individual reasons, and (iii) Client understands and agrees that the state or local municipality may require that the Client obtain a license or permit for the installation, use, or monitoring of the System, and that the Client is solely responsible for determining and complying with such obligations.

2. SERVICES \$60.00 per month

Security/Fire Monitoring

Security  Total Connect Basic

Fire  Total Connect Automation

Cell / IP Primary Communication (circle one)  Total Connect Video

Cell / IP Backup Communication (circle one)  Openings and Closings

Video Verification, \_\_\_\_\_ Cameras  Supervised Open/Close

Access Control \_\_\_\_\_ per month

Hosted Access Control \_\_\_\_\_ Doors  Managed Access control 24 x 7 \_\_\_\_\_ Doors

Unlimited Custom ID Card Requests \_\_\_\_\_ Active Users \_\_\_\_\_ per month

Video \_\_\_\_\_ per month

Video Monitoring \_\_\_\_\_ cameras \_\_\_\_\_ events per month \_\_\_\_\_ coverage rate

Video Audio Talk Down

Video Patrols: \_\_\_\_\_ cameras \_\_\_\_\_ patrols per month

Hosted Video: \_\_\_\_\_ cameras \_\_\_\_\_ per month

Maintenance Plan  M-F, 8-5  24 x 7

Security System  Video System

Fire Alarm System  Access Control System

Inspection / Preventative Maintenance \_\_\_\_\_ per month

Security System \_\_\_\_\_ Monthly  Quarterly  Semi-Annual  Annual

Fire Alarm System \_\_\_\_\_ Monthly  Quarterly  Semi-Annual  Annual

Video System \_\_\_\_\_ Monthly  Quarterly  Semi-Annual  Annual

Access Control System \_\_\_\_\_ Monthly  Quarterly  Semi-Annual  Annual

Billing (To Occur Annually)

Mailed  Emailed [YICWATERAF&CO@WARREN.OH.US](mailto:YICWATERAF&CO@WARREN.OH.US)

THE ABOVE SERVICE CHARGES PLUS SALES TAX ARE PAYABLE ON THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF INSTALLATION AND ON THE FIRST DAY OF ALL FUTURE BILLING CYCLES. ALL CHARGES WILL BE PRORATED TO THE FIRST DAY OF THE MONTH

3. INSTALLATION PAYMENT TERMS

3.1 Client agrees to pay Company for equipment and installation, the sum of:

\$ 500.00 TOTAL EQUIPMENT & INSTALLATION COST \$ 0 DOWNPAYMENT  
 PLUS TAX Upon Signing This Agreement

3.2 Client agrees to pay Company the service charges as detailed in section 2 above for a period of one (1) year unless otherwise provided for in a separate schedule as detailed in section 4.1 below. This Agreement shall commence upon substantial completion of installation of Equipment which shall mean the time from which the System is powered and put in use. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one (1) year each, after the initial period unless Client gives to the Company at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date.

3.3. DISCLAIMER AND LIMITATION OF LIABILITY  
 CLIENT AGREES AND UNDERSTANDS THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT CLIENT CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING CLIENT, CLIENT'S FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEMS, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE ANY REMOTE OR CENTRAL STATION. CLIENT ON BEHALF OF HIMSELF AND HIS INSURER, HEREBY WAIVES THE RIGHT OF RECOVERY AND SUBROGATION AGAINST THE COMPANY ITS SUCCESSORS, ASSIGNS, AGENTS, AND EMPLOYEES FOR ANY LOSS OR DAMAGE COVERED BY CLIENT'S INSURANCE.

WHAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION SUCH LIABILITY SHALL BE LIMITED TO A MAXIMUM OF \$10,000, COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, IT BEING UNDERSTOOD AND INTENDED BY BOTH PARTIES THAT CLIENT'S INSURANCE SHALL COVER CLIENT'S DAMAGES. UPON REQUEST AND WITH PAYMENT OF AN ADDITIONAL FEE THIS MAXIMUM LIABILITY CAN BE INCREASED AND THE INCREASED AMOUNT WILL BE SET FORTH IN A LETTER PROVIDED BY COMPANY.

ADDITIONAL TERMS:  
 This Agreement consists of the terms contained on this page, the reverse side of this document and on any other attachments indicated as follows:  
 Schedule(s)  A  B  C  D  E  F  G  Other

Client further acknowledges that Client has read and understands all of this Agreement including the terms and conditions of this side and the reverse side of this document and agrees to the amounts set forth herein as well as those terms and conditions on any schedule attached hereto and acknowledges receipt of a true copy of all applicable schedules.

6. CANCELLATION (CONSUMER TRANSACTION ONLY)  
 6.1 You, the Client and buyer, may cancel this transaction prior to midnight of the third business day after the date of this transaction.

APPROVED AS TO FORM

*Kathryn M. Horvath*  
 Kathryn M. Horvath  
 Asst. Prosecuting Attorney

Client Silco Fire & Security

*Tom Grossman* *Richard Lenzer*  
 Client (Signature) Authorized Sales Consultant (Signature)

12-20-22 Richard Lenzer  
 Client (Date) Authorized Sales Consultant (Print Name)

Tom Grossman, President Richard Lenzer  
 Client (Print Name) Authorized Sales Consultant (Print Name)

1. LIMITED WARRANTY

1.1 The Company hereby warrants to client that the equipment, wiring, and devices that it installs are installed in a good and workable manner...

1.2 Except for the limited warranty set forth in paragraph 1.1, the Company makes NO EXPRESS WARRANTIES as to any matter whatsoever, including, without limitation, the condition of the equipment and make NO IMPLIED WARRANTIES INCLUDING ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE...

1.3 This warranty does not cover any damage to material or equipment caused by accident, vandalism, client negligence, food water, lightning, fire, intrusion, virus, misuse, an act of god, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than the Company...

1.4 THE COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE EXPRESSLY EXCLUDED HEREBY.

1.5 Client acknowledges that client is not relying on Company's skill or judgment in selecting or furnishing a system suitable for any particular purpose.

1.6 Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary, from state to state.

1.7 Company does not provide any warranties, express or implied, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for existing equipment, devices, or wiring that are "taken over" or implemented into the system at client's request.

2. PAYMENT TERMS

2.1 In addition to the payment terms set forth on page one of this Agreement, the following terms are agreed by the parties.

2.2 For any services provided to Client in addition to the terms set forth on page one of this Agreement, including services specifically addressed herein, Client shall pay Company on time and material basis at Company's prevailing rates. Charges for time and material maintenance services are based upon Company's service rates in effect at the time of service.

2.3 Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are authorized by Client, all sales, consulting, installation and repair services supplied by Company shall be subject to the terms of this Agreement, except that additional charges shall be made for such additional sales, installation or services.

2.4 Company shall have the right to increase charges at any time after the initial term of this Agreement.

2.5 The failure to pay any amount when due shall entitle Company, at its sole discretion, and in addition to any of the remedies permitted by law, to immediately terminate this Agreement and to cease to respond to any items received at the Company's central station facilities from Client's Premises, with or without liability of any nature whatsoever to Company. Client agrees that it shall remain liable for the balance of the contract term if it cancels or terminates this agreement prior to the contract end date as set forth herein, or if it ceases payment on this agreement for any reason.

2.6 In the event of any default by Client, without limiting the rights of Company, Company shall be entitled to retain all prepayments received and Client shall immediately pay to Company (a) all payments then due and payable, and (b) the obligations for the unexpired term shall immediately accelerate and become then due and payable; and company shall have no further obligation to perform under this Agreement.

2.7 In the event this Agreement is cancelled by the Client any time (and after 3 days for consumer transactions), Client will pay Company a fee equal to actual costs incurred by Company prior to cancellation, plus the unearned portion of the Contract price. Client specifically authorizes Company to deduct such costs from any deposits held by Company.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

3.1 Client shall carefully and properly operate, set, maintain and test the System in a manner prescribed by Company and/or the manufacturers during the term of this Agreement.

3.2 It is the sole responsibility of the Client to: (i) furnish any necessary telephone service, lines, jacks, network or internet connection at Client's own expense and all telephone or transmission charges shall be billed to Client (ii) furnish any necessary electrical service, outlets, and current through the Client's meter and at the Client's sole expense (iii) connect the telephone, computer, or network equipment to the System when there are charges to the telephone equipment, network or internet services rendered to client by the telephone, cable provider, or other such company, i.e. VoIP, cell wiring, answering machines, etc. and (iv) test the System and areas of coverage periodically, at least monthly, and whenever changes are made to the system or to the telephone, network, electrical, or internet service by the Premises. Any claimed inadequacy or failure of the System shall be immediately reported in writing to Company for service.

3.3 Client is solely responsible for providing and maintaining any computer network facilities (WAN, LAN), computers, or databases that interface and/or are connected to System according to the Company and manufacturer specifications and requirements. Client provides the necessary hardware, router configurations, internet protocol (IP) gateway, and subnet mask addresses as well as timely, qualified assistance for troubleshooting and connecting to their network facilities. Client is responsible for creating and entering all data into databases as well as providing any required information or data such as photos, logo, and banners.

3.4 For camera and video systems, Client agrees to provide all necessary lighting for proper illumination of viewed areas and understands that video images are subject to change with the environment. Company cannot guarantee video storage length, image quality or admissibility of images for use in court or to make positive identifications. Client is solely liable for the legality and content of recording video or audio that may occur both on and off the Premises.

3.5 Client is solely responsible for any devices or systems that connect to the System and were not provided by Company, or which are provided by Company but serviced by others, e.g. the suppression (FACG, lightning, elevation, doors, locks, openings, gates, etc. For elevator recall applications, customer to supply telephone lines and all elevator control equipment, programming, and testing. Should any such peripheral or external system cause malfunction, decrease effectiveness, or disable System, responsibility for the same will be with Client and shall void Company's warranty.

3.6 Client agrees to furnish to the Company and maintain with it an updated list of alarm user codes and passwords, and an updated list of names of individuals, and phone numbers that should be notified in the event of an alarm and to which company may respond to request for service or change to the system, also collectively referred to as the Contact List. Client shall also furnish a written opening, closing, and holiday schedule, or other special instructions, if applicable to the services provided herein. Client agrees to provide all information, changes, revisions and modifications to the Company in writing in a timely manner.

3.7 Suspension of Service. Client agrees that Company's obligations hereunder are waived automatically without notice and Client releases Company for all loss, damage and expense in the event that the central station, telephone network, equipment, or facilities necessary to the System or central station are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and Client shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Client and this shall be the limit of Company's liability.

3.8 CLIENT SELECTED SERVICE CLIENT ACKNOWLEDGES THAT WHERE BURGLAR AND/OR FIRE ALARM OR ACCESS CONTROL EQUIPMENT OR VIDEO CAMERAS ARE PROVIDED, THE SYSTEM IS DESIGNED TO DETECT, RESTRICT SENSE, RECORD, OR VIEW ONLY THOSE AREAS SPECIFICALLY CONTAINED IN THE EQUIPMENT DESCRIPTION OR ZONE LIST PROVIDED TO CLIENT AND FURTHER ARE LIMITED TO HOW MANY ZONES ARE INSTALLED, TESTED, AND PROGRAMMED FOR THE CLIENT'S THEIR DESIRED COVERAGE AND THAT THE CLIENT MAY HAVE CHANGED THE ZONES DURING THE INSTALLATION OR AFTERWARDS; THAT SUCH EQUIPMENT PERFORMS ONLY THOSE FUNCTIONS AND THE SYSTEM IS ACTIVATED ONLY UNDER THE CIRCUMSTANCES LISTED IN THE MANUFACTURERS MANUALS AND SPECIFICATIONS INCORPORATED HEREIN BY REFERENCE; FURTHER, CLIENT ACKNOWLEDGES THAT (A) COMPANY HAS EXPLAINED THE FULL RANGE OF PROTECTION, EQUIPMENT AND SERVICES AVAILABLE TO CLIENT (B) CLIENT DEGREES AID HAS CONTRACTED FOR ONLY THE EQUIPMENT AND SERVICES FURNISHED ON THIS AGREEMENT AND (C) ADDITIONAL ELECTRONIC PROTECTION AND EQUIPMENT OVER AND ABOVE THAT PROVIDED HEREIN IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY AT AN ADDITIONAL COST TO THE CLIENT.

4. TERMS OF SERVICES PROVIDED

4.1 Title to the digital alarm communication or System transmitter and its appropriate software program shall remain at all times in Company. Title to all other Equipment and material shall remain at all times in Company and fully paid.

4.2 Central Station Monitoring/Remote Start on Monitoring.

4.2.1 Central Station Monitoring service. If selected under Section 2, consists solely of contacting governmental emergency services under the Client's Premise and/or Client's contract list no more than once upon receipt of alarm signal transmitted from the System to the central station. Company's efforts to notify governmental, emergency services or Client's Contact List shall be satisfied by advice by telephone to any person answering the telephone at the telephone number provided to Company by writing or by leaving a message with a telephone answering service or any residential, electrical, electronic or other technology permitting the restoration of voice or data communications.

4.2.2 Upon receipt of an alarm signal and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises to contact the necessity to report the receipt of an alarm signal to the Contact List or any other person, or governmental emergency services. Upon an alarm, if an authorized passcode holder requests not to contact governmental emergency services, Company will abide by the request but shall have no liability for not contacting governmental emergency services. In the event of false alarms, Company shall be responsible for false alarm fines. No monitoring service shall be rendered for undetected or undetectable signals. Client may request a copy of their current contact list or a list of their System alarm zones and the associated Alarm Signals anytime for clarification, review, and changes.

4.2.3 Client is responsible for training and advising their Contact List, personnel, and representatives of proper System operation, procedure, and servicing.

4.2.4 For trouble signals, low battery signals or those signals from equipment monitoring length of time, water, liquid, gas, machine status or conditions, or other critical alarm incidents, company is responsible only to notify the Premises or Client's Contact List at the earliest possible time.

4.3 False Alarms. In the event the System is activated for any reason whatsoever, in a Client shall pay, without any right to be reimbursed by Company, any fines, fees, costs, expenses and penalties assessed against Client or Company by any court or

governmental agency, and shall indemnify, hold harmless and reimburse Company for any such expenses in excess or result of any false alarm from Client's premises. BB 11.10.2022

4.4 Client acknowledges and agrees that if Client's specific intent that if medical alert signals shall be deemed by the parties to be general emergency signals (hereinafter "General Emergency Signals") and NOT signals denoting any medical emergency requiring Company to contact or dispatch any medical, hospital, ambulance, or other 911 entity, person or service (hereinafter "Medical Assistance"). Client agrees that it is Client's sole responsibility to (i) prepare for any medical emergency, and (ii) contact or dispatch, and/or make other arrangements to contact or dispatch, Medical Assistance 911 and when necessary by means other than through Company.

4.5 Client acknowledges and agrees that Company's sole responsibility upon receipt of a general emergency signal transmitted from the system is to contact the local authorities responsible for the municipality where the premises are located. Client understands and agrees that Company shall not under any circumstances contact or dispatch medical personnel for Client to the premises. Client agrees to reimburse, hold harmless and indemnify Company from any and all claims, losses, damages and expenses which Client, or any other person or entity, claims as related to or as a consequence of Company's failure to contact or dispatch medical assistance. BB 11.10.2022

4.8 Non-Warranty Repair/Inspection.

4.8.1 Inspection service of security equipment consists of confirming the operability of the system visible components only. Inspections of commercial fire equipment will be performed in accordance with NFPA codes. Unless selected in Section 2, on the last page of this Agreement, Client shall pay Company on a time and material basis at Company's prevailing charges.

4.8.2 Client agrees that, if the System is monitored by Company, all service in the System shall be performed by Company only, but Company's duty to service the System is subject to the availability of the original parts or equipment from the original manufacturer. Client agrees to pay Company's standard service rates for such service work.

4.8.3 Client shall pay Company for Non-Warranty repair service on a time and material basis at Company's prevailing charges.

4.8.4 COMPANY PROVIDES NO WARRANTIES ON INSPECTIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

4.7 Delays in Service. Company's sole obligation after receiving a service request for a monitored System is to dispatch a service employee to the Premises within a reasonable time. Client bears all responsibility for any interruption in service due to any delay in responding to a request for service.

4.8 Maintenance Plan. Client selects the Maintenance Plan under Section 2. Company agrees to service the Equipment specified on the attached Equipment Listing so long as Client shall not be in default of any provision of this or any other agreement between the parties. Service shall include the labor and parts required to repair or replace Equipment which has become defective or failed through normal wear and normal usage shall be determined by Company. In the event Company decides to replace said failed part or piece of Equipment Company shall have the right to replace it with either any piece of Equipment or a reconditioned piece of Equipment and the removed parts or Equipment shall become the property of Company. Service does not include the repair or replacement of Equipment which has otherwise become defective, including but limited to, damage caused by accidents, physical abuse or misuse of the Equipment, acts of God, and fires. Service also excludes labor and materials for costs of relocation, rearrangement, addition to, or removal of Equipment. Changes to software at Client's request, without express request, Client authorizes and empowers Company to, without limitation, do any one or more of the following: remove the System from the Premises (if installation and sale price not fully paid), to disconnect the System, to shut-down the Panel and/or System and/or render some or all of the Equipment incapable of signaling locally or communicating with any central station. The effects of such steps shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights. In the event of "runaway" or "excessive signals", the Client must authorize and pay for the Company to remedy the situation within 24 hours to avoid possible charges for signals sent.

4.9 Suspension of Service, Shut Down, Lock Out or Removal of System: Client understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the digital alarm transmitter (Panel) permanently in order to limit access to the Panel to Company only. Should Client default hereunder, or upon termination of monitoring service by any reason, or if the System becomes a "runaway" System or the System unacceptably signals Company's central station, without express request, Client authorizes and empowers Company to, without limitation, do any one or more of the following: remove the System from the Premises (if installation and sale price not fully paid), to disconnect the System, to shut-down the Panel and/or System and/or render some or all of the Equipment incapable of signaling locally or communicating with any central station. The effects of such steps shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights. In the event of "runaway" or "excessive signals", the Client must authorize and pay for the Company to remedy the situation within 24 hours to avoid possible charges for signals sent.

4.10 Transmission of Alarm Signals.

4.10.1 Client understands that transmission of signals or voice from the System may be via either wireless signal or wire telephone line, internet, cable modem, DSL, T-1, dial up, etc.) and that alternative or additional protection can be installed at Client's request and expense as a back up to any one of these transmission modes. Client further understands that for equipment which transmits signals via the telephone network, such transmission of messages is possible by its nature and that it can be affected by ground interference, atmospheric conditions, etc. Client acknowledges that the System is not fail-safe and Client acknowledges that the System or the Transmission of signals for the System by wireless, telephone line, or internet may be interrupted, circumvented or compromised. I.e. cell telephone fire or internet access.

4.10.2 Client acknowledges that telephone circuit and internet transmission of signals requires the Client's telephone system, connection to the telephone network, internet, or telephone line ("Transmission Equipment") to be compatible with the System, operating and unimpeded for a signal to be transmitted by the System or received by the digital alarm receiver located at the central station. If the Transmission Equipment is inoperable, inoperative or interrupted by natural or human causes including, without limitation, the cutting of the telephone line or internet connection, there is no indication of this fact at the central station unless telephone line cut security and internet connection supervisory equipment is included as part of the System and, if the Transmission Equipment is inoperable, inoperative or interrupted, no signal will be received at the central station unless alternative transmission such as wireless or other available technology are selected by Client at additional cost.

5. INDEMNIFICATION AND RELEASE.

5.1 To the maximum extent permitted by law, Client shall defend, indemnify and hold harmless Company, its directors, officers, employees, subcontractors and agents and its subcontractors and suppliers from and against all claims, damages, losses, expenses, reasonable attorney's fees, of whatsoever nature, including but not limited to any third-party or death, injury, damage to or destruction of property or the property of any other person or entity, caused or occasioned or contributed to in any way by any product or service provided hereunder. BB 11.10.2022

5.2 Client shall pay to Company all costs and expenses including, without limitation, attorney's fees incurred by Company and Representatives in any dispute arising out of this Agreement and resulting in any action by the Company to enforce its rights hereunder. BB 11.10.2022

5.3 Company makes no promise of delivery and installation of Equipment or commencement of services by any particular date. Client releases Company for all loss, damage and expense to Client arising out of or from or related to any delay in delivery, installation, commencement or completion of the system and initiation of services.

6. PRIOR AGREEMENTS/WARRANTIES

6.1 Client represents and warrants that Client's execution of this Agreement does not breach and will not breach any contract or obligation to any other person. Client agrees to release, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition or obligation that Company or Representatives first pay) for all claims, demands, suits, judgments, losses, damages, costs and expenses including, without limitation, attorney's fees on or resulting out of Client's breach of this representation and warranty. BB 11.10.2022

7. MISCELLANEOUS

7.1 No Waiver of Breach. If company shall waive any breach by Client, it shall not be construed as a waiver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by Company in writing. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

7.2 Client's Purchase Order. It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Client's Purchase Order, the terms of this Agreement shall govern whether such Purchase Order is prior or subsequent to this Agreement.

7.3 Assignability of Agreement. This Agreement is not assignable by Client except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

7.4 Right to Subcontract. The Company may subcontract for the provision of services under this Agreement. Client agrees that the provisions of this Agreement are applicable to any subcontractors engaged by Company to provide any service set forth herein.

7.5 Applicable Law. This Agreement shall be governed and construed according to the laws of the State of Ohio, and any action brought to enforce the terms of this agreement, or arising from any services rendered by the Company, shall be brought in the Court of Common Pleas of Hamilton County, Ohio.

7.6 Binding Agreement. This Agreement becomes binding upon Company only (i) when signed by an authorized representative of Company, who must be a corporate officer (a) there are any additions to the Agreement, or (b) any of the prior terms and conditions have been altered, deleted or substituted by other wording, or (ii) upon commencement of services as detailed above. This Agreement is binding on the heirs, executors, administrators, successors, and permitted assigns of the parties.

7.7 Modifications. All changes or amendments to this Agreement must be in writing and signed by the parties to be binding on the parties.

7.8 Integrated Agreement. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining hereto, all of which shall be deemed merged into this Agreement. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or amendment that is not expressed herein.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1955

Adopted Date December 20, 2022

ACCEPT CHANGE ORDER CPQ-274906-CO FROM CLIMATE CONDITIONING COMPANY, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners approve the Climate Conditioning Company, Inc. Change Order No. CPQ-274906-CO to cover additional work needed for UPS Chloride replacement project; and


NOW THEREFORE BE IT RESOLVED, to authorize the Board to sign the Change Order No. CPQ-274906-CO with Climate Conditioning Company, Inc. on behalf of Warren County Telecommunications. Copy of said change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Climate Conditioning Company, Inc.  
Telecom (file)

<b>COMPANY:</b> WARREN COUNTY TELECOM	<b>PROPOSAL #:</b> CPQ-274906-CO
<b>ATTN:</b>	<b>PAGES:</b> 6
	<b>DATE:</b> 12/8/2022
<b>FROM:</b> MATT BARHORST	
<b>PROJECT:</b> 80 kVA LIEBERT EXM UPS + Change Order	

We are pleased to provide our Quotation for the following Vertiv products and services:

One (1) 80kVA Liebert EXM UPS, model 47SA080HAC00ZQ2, with 6 minutes of battery runtime at full load and the following features:

- System Input Voltage of 208/120V, 3 Phase, 4 wire plus ground
- System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground
- Fixed Capacity 80kVA UPS System
- 208V Native Output Voltage
- Dual Input Single Source Configuration
- One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI or integration with Trellis™, Liebert Nform, LIFE™ Services. Supports third-party management systems using SNMP, Modbus or BACnet.
- SNMP Communication
- Transformer-Free Architecture - Efficiency up to 95% in double conversion mode
- Unity Power Factor Rating - Delivers more usable power per kVA
- Load Power Factor Support - Supports loads 0.5 lagging to unity without derating
- Energy Optimization Mode (Eco-Mode)
- 65kAIC Rating - Provides interrupting rating and labeling of 65kA
- Active Power Factor Corrected IGBT Input Converter
- PWM transistorized (IGBT) inverter
- Continuous Duty Static Bypass Switch
- Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
- Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
- Generator Load Control - Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
- Automatic retransfer - Provides return to inverter power after an overload
- DSP based controls - Provides digital control of power conversion and system operation
- Backlit LCD display - Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting
- Temperature-Compensated Charging/Battery Load Test
- Top-and-bottom-entry cable access

- Front only service access
- Local Emergency Power Off (EPO)
- LIFE™ Services for the 1st year
- IP 20 enclosure
- Casters and leveling feet
- UL and cUL Listed to UL Standard 1778 5th Edition
- Liebert EXM Factory Services Certified Test Report
- Customer to re-use existing maintenance bypass

The solution includes **One (1) Liebert EXM Battery Cabinet System(s), model 47BPHRX71L10TXK**, with the following features :

- 6 min, 1 -600 MM External Cabinet(s) of ENERSYS HX330-FR Batteries
- Cabinet Mounted Left Attached to Module
- The battery is provided with a 4 year full warranty

**The following Startup Services are provided by a Vertiv Technician:**

- Startup Services 7/24

**Installation Services to replace the existing Chloride 80 kVA UPS system with a Vertiv EXM 80 kVA UPS system.**

- New EXM UPS is "Dual" fed by (1) 350A Main Input and (1) 300A Bypass Input CBs
- Reuse the existing wall mount MBC
  - Adding in retrofit kirk key Interlock
- Refeed the wall mount MBC from the MBP feed to the Chloride UPS
- New conduit and wiring between the existing wall mount MBC and the new UPS
  - UPS Bypass Input
  - UPS Output
- The UPS Input feeder upsized to 350A
  - New 350A CB in PDP-2
- UPS Rigging Provided
- All Work regular hours
- Installation requires 1-week
- ~3 days UPS A loads w/o power
- ~3 additional days on Bypass, utility power

#### **Scope of Work**

- Shut down UPS A

**UPS and load are not powered, ~ 3 Days**

- Turn off the UPS A Bypass Input CB by opening CB 1 in PDP-1
- Turn off PDP-2 by opening CB 8 in the Main Switchgear (MS)
- In PDP-2, replace the 300A UPS Input CB with a 350A CB
- Turn on PDP-2 by closing CB 8 in the MS
- Remove the MBC feed from PDP-2 to the MBC
- Remove the UPS A input feeder from the MBC
- Relocate the MBP feed to the Chloride UPS to the MBC
- Turn on the MBC by closing CB 1 in PDP-1



- Place the existing Bus A MBC in Bypass

**UPS loads are on utility power, ~ 3 Days**

- Remove the conduits and wire between the MBC and UPS A
- Disassemble and rig the existing UPS A off site
- Rig the new UPS A into place, against the right-hand wall\*, on a metal stand
- Reroute the existing UPS A Input to the new UPS A
- Install the MBP input and UPS output conduit and wire between the existing MBC and the new UPS A
- Vertiv factory start-up
- Return the existing MBC to the normal, on-line position
- **UPS loads are on UPS power**

**Notes:**

- From the BPS site visit, the existing generator is adequate to handle both UPSs based on;
  - The UPS configuration is Dual Bus and neither UPS will loaded more than 45%, 90% of the 50% maximum load for each UPS
- The work will be performed during normal business hours, between 7 AM and 5 PM, Monday through Friday
- Work will be performed in a professional manner, in accordance with applicable codes, and best practices
- Any additional service work will be presented as a quote or on a Time and Material basis and must be approved before the work will commence
- Engineering, permits, and inspections are available at an additional cost
- Phase B – Refeed UPS B and Phase C – Refeed Radio Room Panels not included in this price and is to follow

**Total Quoted Price including Freight but not Tax  
Pricing is good for 30 days**

**USD \$99,650.34**

**Change Order Work Revised 12/8/2022**

- **Engineering**
  - Engineering Study performed by professional engineer for replacement of UPS A and refeeding of UPS B
  - Permitting of Job as required by Warren County
- **Refeed UPS B to the 125kva Generator**
  - Shutdown UPS B with Vertiv assistance
  - Verify UPS Rectifier Input and Bypass Input are fed correctly, rework inputs at UPS
  - Remove UPS Input, terminate in a j-box at the wall behind the UPS
  - Install new Rectifier Input from panel PDP-2, 125 kW generator distribution panel
  - Install (1) 400 amp, 3-pole circuit breaker for UPS B
  - Make Final connections
  - Vertiv verify voltage / readings etc
  - Restart UPS by Vertiv and Bring UPS B back Online

**Additional Change Order Work Price**

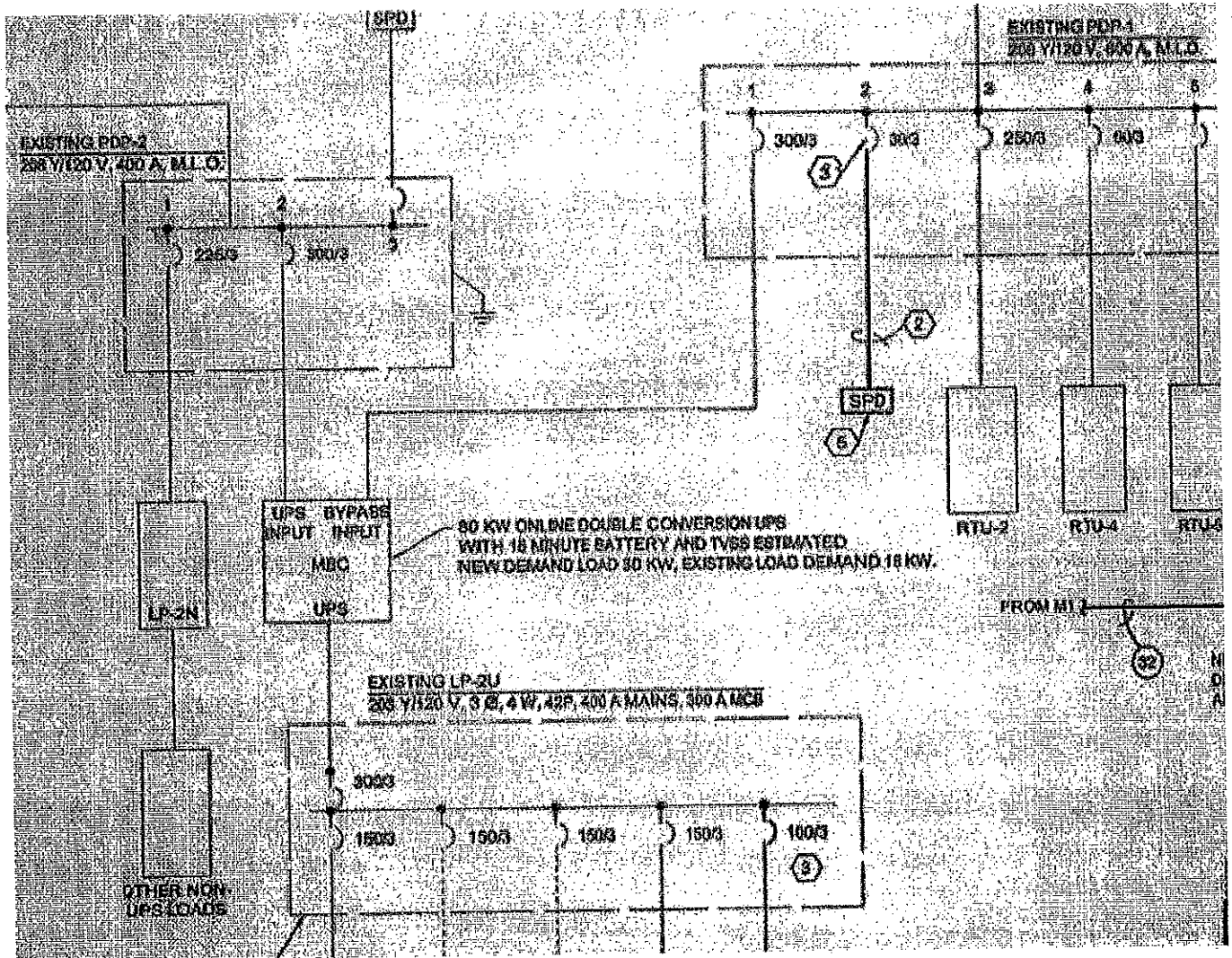
**Price ADD \$33,604.40**

**Total Price including Change Order work but not Tax**

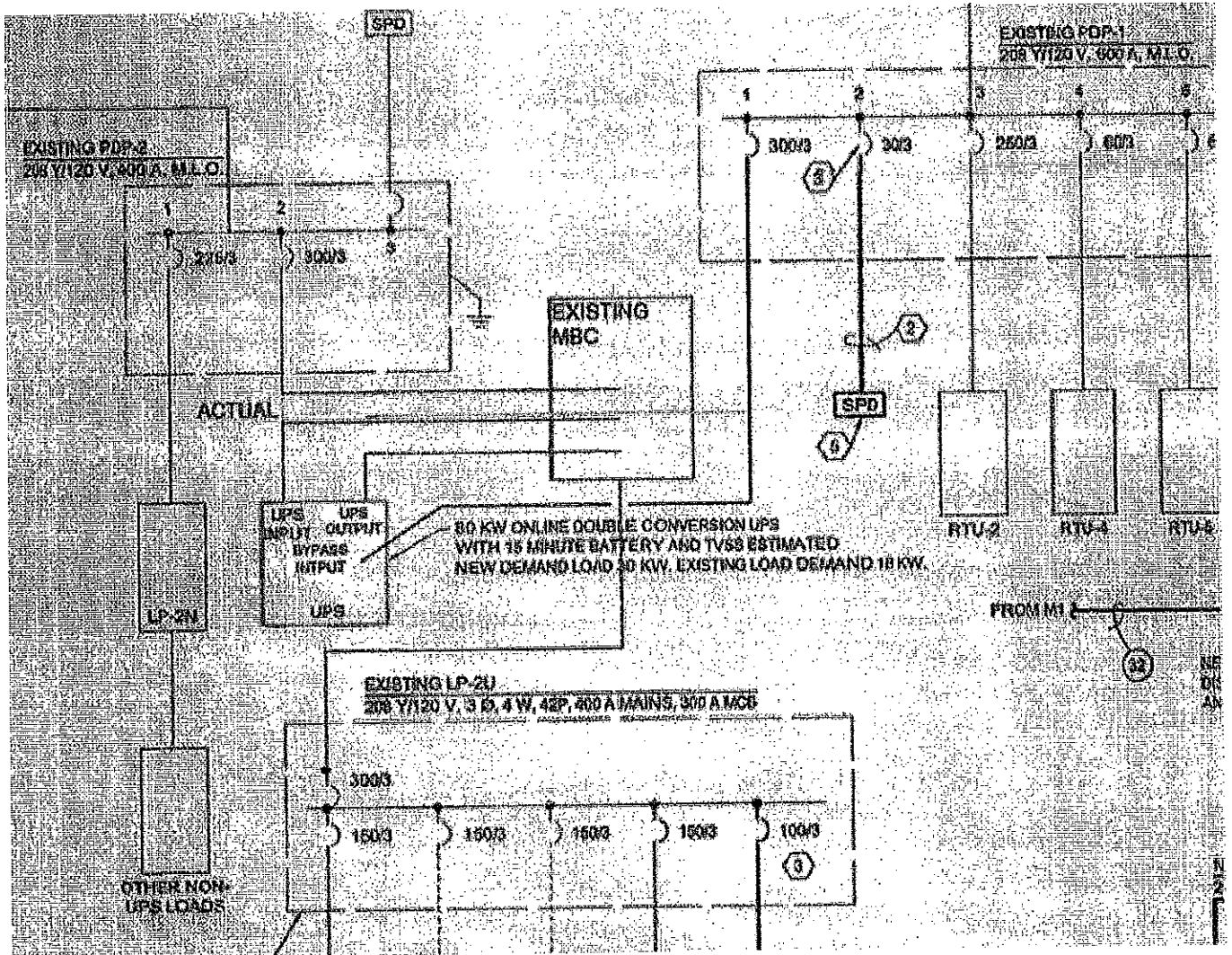
**USD \$133,254.74**

- Please address Purchase Orders to:  
**Climate Conditioning Company, Inc.**  
 PO Box 33185  
 Louisville, KY 40232

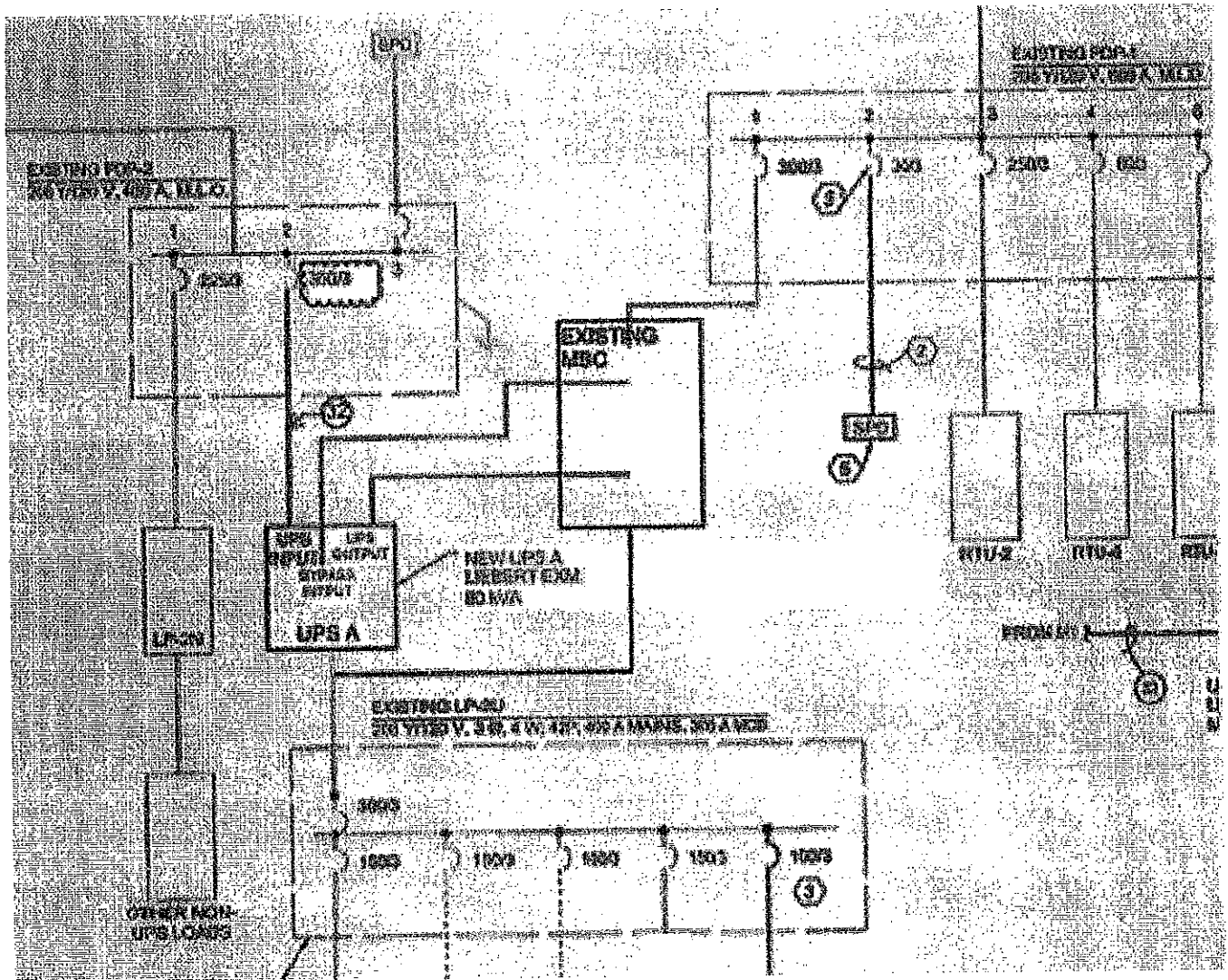
**Appendix A – Original One Line**



# Appendix B – Actual One Line, As Built

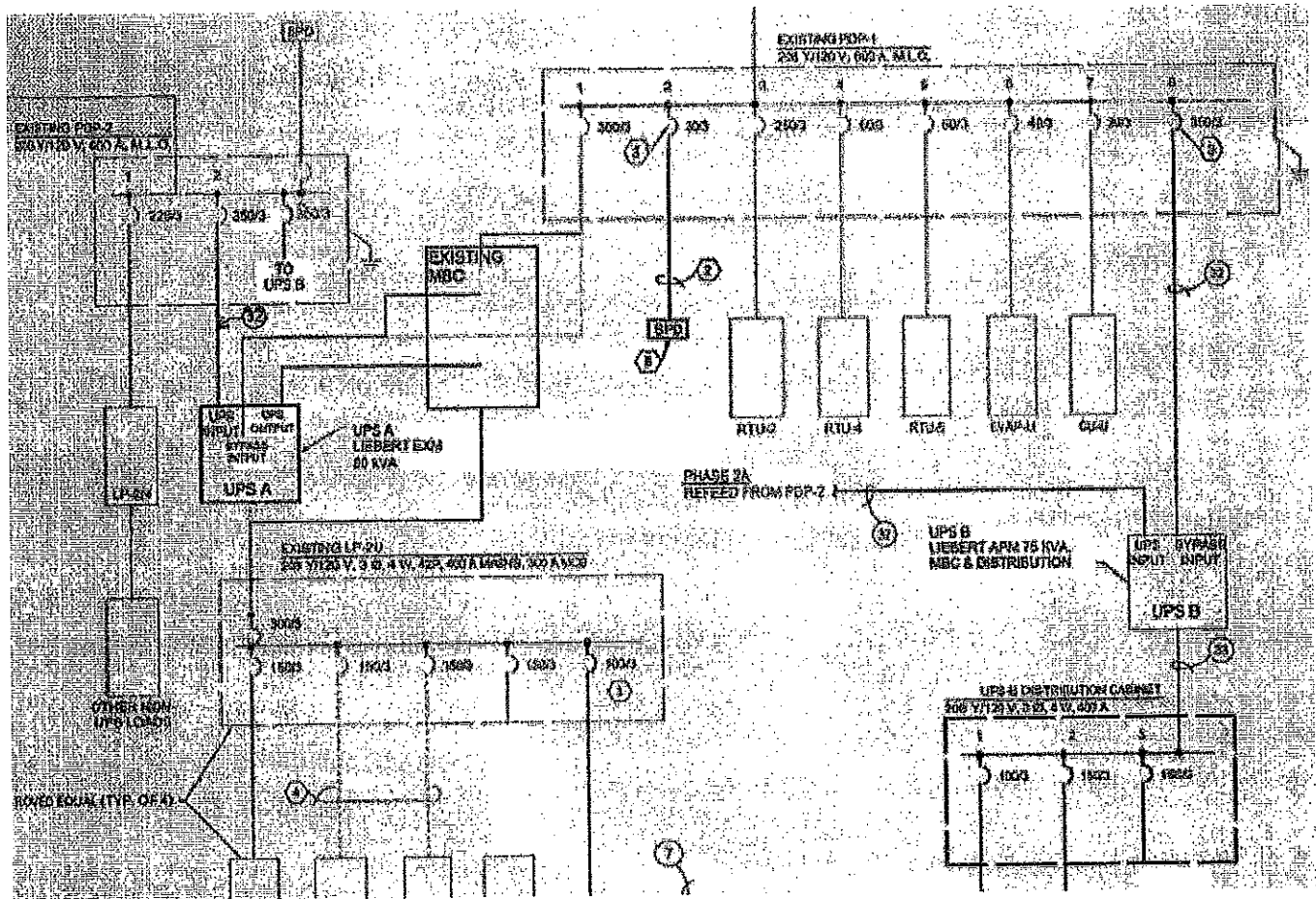


**Appendix C**  
**Phase A – Replace Chloride UPS, Proposed One-Line**



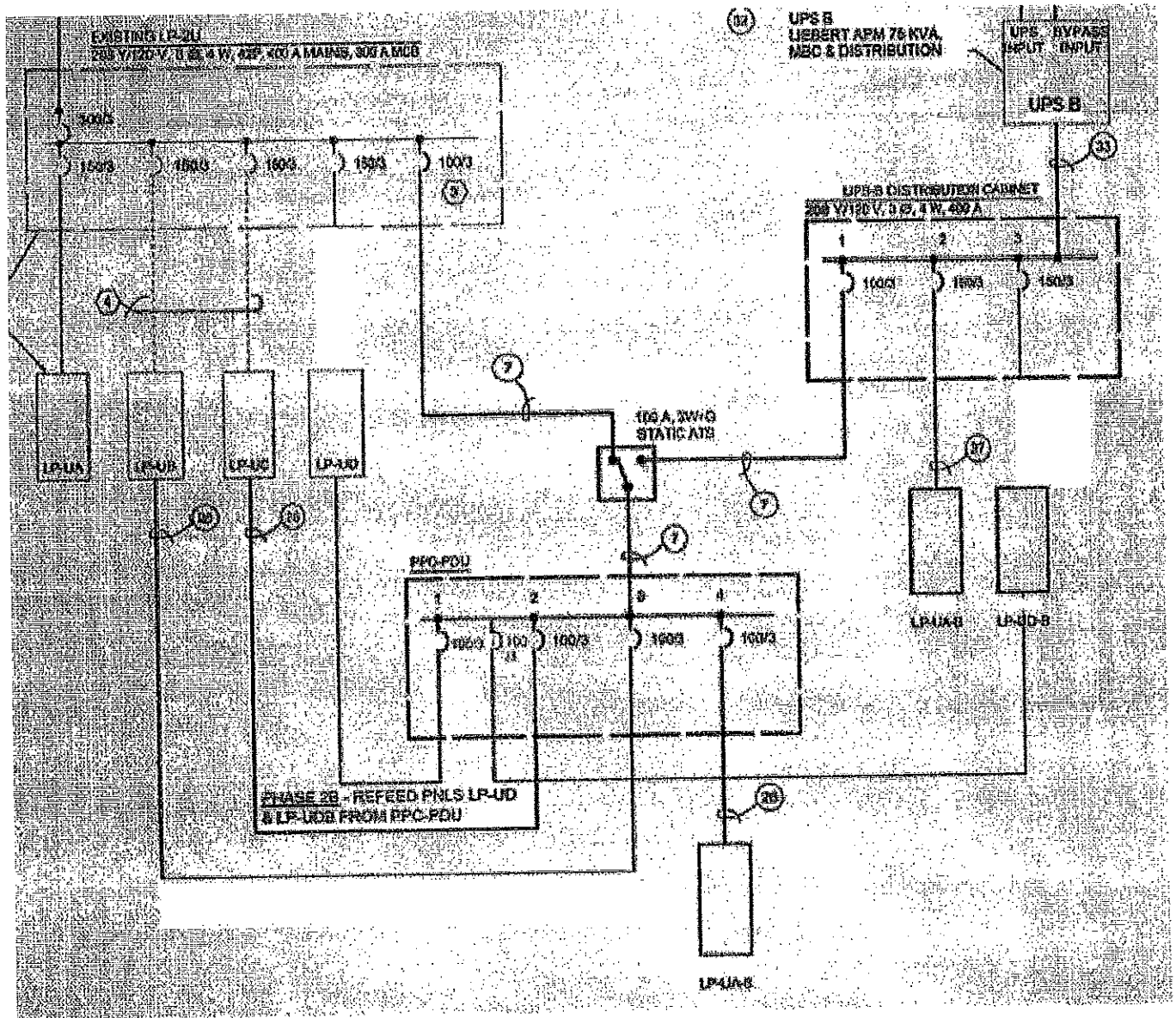
# Appendix D

## Phase B – Refeed UPS B, Liebert APM, From 125 kW Generator, Panel PDP-2



# Appendix E

## Phase C – Proposed One Line, Refeed Panels LP-UD and LP-UD-B, Radio Room



Matt Barhorst  
Sales Representative

### Terms & Conditions:

- Freight terms Ex Works (EXW)/FOB Origin
- Price does not include tax
- Price does not include freight unless explicitly listed on the quote
- Terms are NET30 Days, subject to manufacturer's approval
- INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at <http://termsconditions.vertiv.com/> unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.



- **Taxes.** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

**Raw Materials Escalation Clause.** Seller warrants that the prices set forth in the quote are complete and that no additional charge will be added without Buyer's consent, except to the extent that Seller's costs to procure raw materials for the goods increase or decrease (by at least +/- 5% for any such individual raw materials) as compared to such costs listed on the London Metal Exchange ([www.lme.com](http://www.lme.com)) for such materials at the time of Seller's proposal or quotation, in which case the parties agree that Seller's invoice may adjust prices (up or down) proportionate to the amount of such increase or decrease for affected raw materials.

**Vertiv Corporation & Climate Conditioning Company, Inc.**  
**TERMS AND CONDITIONS OF SALE**

Climate Conditioning Company, Inc. is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

**1. PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

**2. TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

**3. TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanics, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all such Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. As permitted by law, all purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

**4. SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessory services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

**5. LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS Vertiv Terms and Conditions, August 2021

SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

**6. LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

**7. INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability Insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

**8. PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

**9. EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

**10. CANCELLATION:** Buyer may cancel orders only upon 60 Days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller.

**11. CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

**12. NUCLEAR/MEDICAL: GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.** Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users



**13. ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

**14. SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a non-exclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

**15. TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

**16. DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

**17. INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services inactively performed by Seller.

**18. RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

**19. BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

**20. DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

**21. BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

**22. EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

**23. NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

**24. GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

**25. DATA COLLECTION AND USE:** Paragraph Not Used.

**26. PRIVACY:** Paragraph Not Used.

**27. ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

**28. LIABILITY.** Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

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## LIMITED WARRANTY FOR THREE-PHASE AND DC POWER PRODUCTS

### Warrantor:

Vertiv Corporation and Vertiv Energy Systems, Inc. (collectively referred to herein as "Vertiv") offer the following One-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty") for applicable Product.

### Products Covered:

- Liebert Three-Phase AC Power Products
- Energy Systems DC Power Products

### Terms of Limited Warranty:

As provided herein, Vertiv warrants that during the Warranty Period (as defined below):

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Seller's final invoices, and to applicable Seller Product brochures and manuals current as of the date of Product shipment ("Descriptions")

### Warranty Period:

- Liebert Three-Phase AC Power Products: A period of one (1) year from product start-up and commissioning performed by Vertiv personnel, which period shall expire no later than eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading.
- Energy Systems DC Power Products: A period of one (1) year from product shipment date. Product shipment date is determined only from the bill of lading.

If any part or portion of the Vertiv Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### Who is Covered:

This Warranty extends to the original end-user (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Seller. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Seller assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Seller Product and which are assignable, but Seller makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

### Warranty Claims Procedure and Services:

Within thirty (30) days after User's discovery of a defect, User must contact Seller at (800) 543-2378 and provide all material information relating to such alleged defect.

For Vertiv Product: Subject to Product start-up and commissioning by Seller Personnel and the other limitations specified herein, a Seller field service representative will repair the non-conforming Seller Product warranted hereunder, without charge for material or labor. Warranty coverage will be extended only after Seller's inspection confirms the claimed defect and shows no signs of treatment or use voiding the coverage of this Warranty. All defective Products and component parts replaced under this Warranty become the property of Seller. Seller may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Seller's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Seller Product. For Energy Systems Product: Seller, in its sole discretion, shall either repair or replace defective Products. For Products to be repaired, Seller will issue a RETURN MATERIALS AUTHORIZATION ("RMA") number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Seller will designate a shipping address ("Ship To Address") that must be used for each authorized returned Product. The User shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused.

### Items Not Covered:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-Seller designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Seller's recommendations or specifications, or in any event if the Seller serial number has been altered, defaced, or removed.


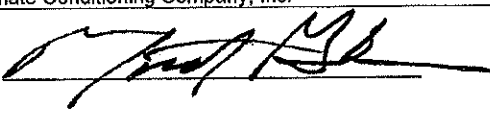
THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Seller Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty. Batteries in Vertiv battery cabinets are warranted separately.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment, (2) if applicable, Product start-up and commissioning performed by a third party other than Seller and/or its authorized representatives, and (3) if the Product contains an internal battery, User allows such battery to discharge below the minimum battery voltage cutoff point or if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period. No salesperson, employee or agent of Seller is authorized to add to or vary the terms of this Warranty. Seller retains the right to cancel the Warranty, subject to reinstatement at Seller's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, in writing and signed by a Seller officer.

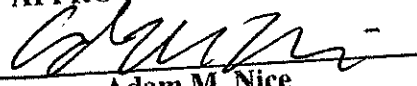
### Other Limitations:

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE SELLER PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, SELLER'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives

Buyer Warren County Telecommunications	Seller Climate Conditioning Company, Inc.
By: 	By: 
Name: <u>Tom Grossmann</u>	Name: <u>Matthew Graham</u>
Title: <u>President</u> Date: <u>12.20.25</u>	Title: <u>Vice President</u> Date: <u>12/13/22</u>

APPROVED AS TO FORM

  
Adam M. Nice  
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1956

Adopted Date December 20, 2022

ENTER INTO CONTRACT WITH MISSION CRITICAL PARTNERS, LLC ON BEHALF OF  
WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mission Critical Partners, LLC will complete an assessment of all 48-volt Power Systems for Warren County Telecommunications Department and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Mission Critical Partners, LLC on behalf of Warren County Telecommunications Department for an assessment of all 48-volt Power Systems; as attached hereto and a part hereof.

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

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

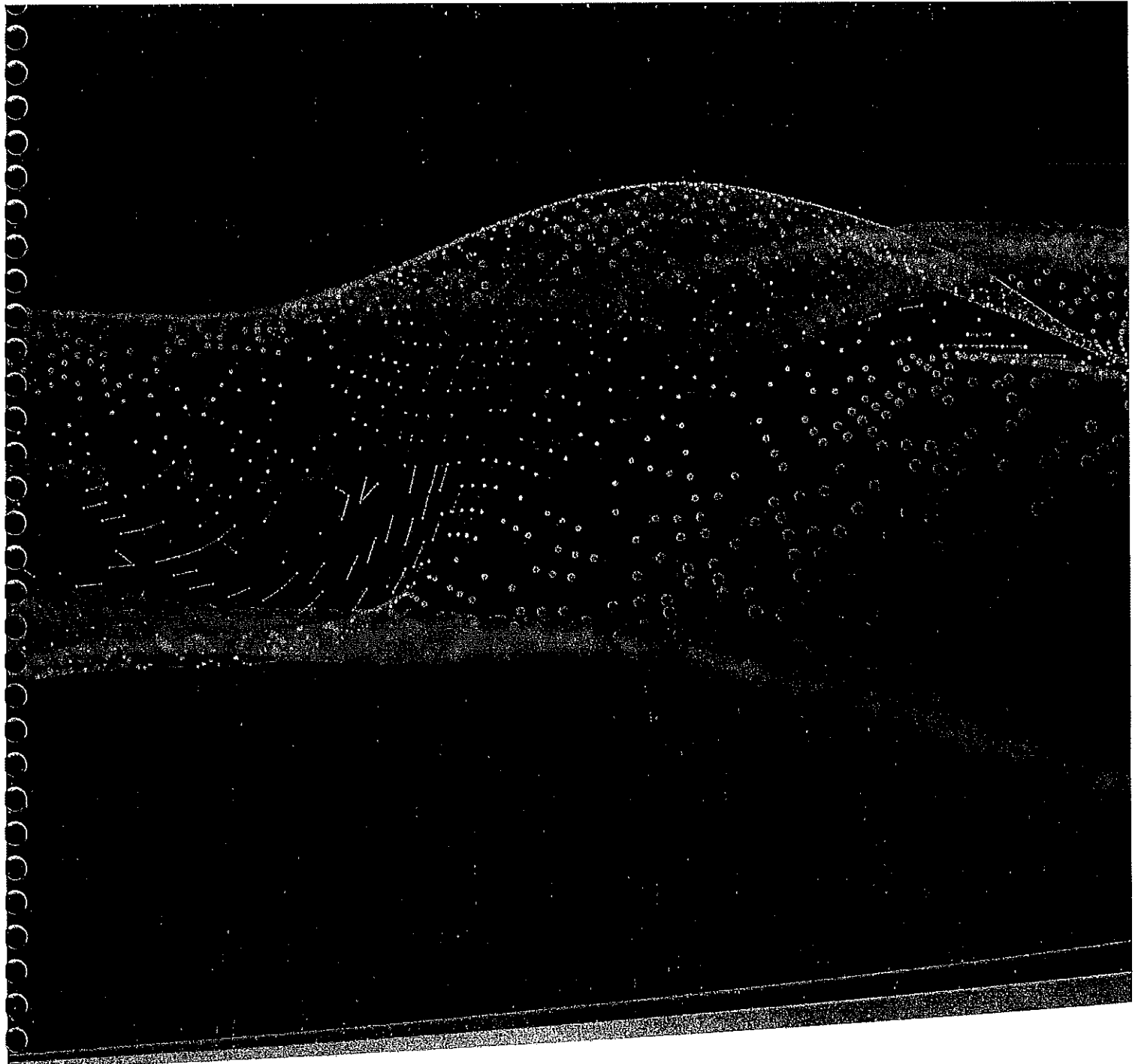
Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Mission Critical Partners, LLC  
Telecom (file)



Proposal

# -48 Assessment

*December 13, 2022*

**Warren County Telecommunications, Ohio**

**M**  
**MissionCriticalPartners**

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# Introduction Letter

December 13, 2022

Gary Estes, Deputy Director of Telecommunications  
Warren County Telecommunications  
406 Justice Drive  
Lebanon, Ohio 45036

Re: Proposal for -48 Assessment

Dear Mr. Estes:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide this proposal to Warren County Telecommunications (Telecom) for the -48 power assessment and review.

This scope of work will further enable Telecom to improve the reliability and resiliency of the public safety and utilities systems and networks.

The service program manager for this effort will be Steve Badgio. His contact information is:

Steve Badgio, Project Manager  
Mission Critical Partners, LLC  
690 Gray's Woods Boulevard  
Port Matilda, PA 16870

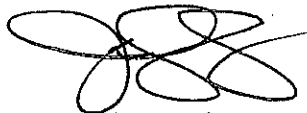
Cell: 803.833.9417  
Office: 888.862.7911  
Email: [SteveBadgio@MissionCriticalPartners.com](mailto:SteveBadgio@MissionCriticalPartners.com)

Your client services manager is Coty Cooper. He may be contacted at 312.533.1039 (cell) or via email at [CotyCooper@MissionCriticalPartners.com](mailto:CotyCooper@MissionCriticalPartners.com).

With MCP's experience and commitment to evolving and enhancing emergency response, we believe we can bring significant value to Telecom. On behalf of our entire team, we stand behind Warren County Telecommunications to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC



John L. Spearly  
Director of Contract Administration

## Your Mission Matters

At MCP, Our Mission Is Simple: To Improve  
Emergency Response and Justice Outcomes

We are committed to working collaboratively with you to implement successful solutions for your networks, data, and operations. More than just a consultant, we act as trusted advisors to our clients, striving to deliver value, efficiency, and fresh ideas—all while mitigating risk. We are solely focused on the public safety, justice, healthcare and critical communications sectors, and what makes us different is our holistic perspective. A leading provider of data integration, consulting, network and cybersecurity services, our vision is to transform the mission-critical communications and public-sector networks and operations into integrated ecosystems.

More importantly, we stand behind the significance of the work our clients do and how critical their missions are—not just for their organizations, but because their communities are counting on them. While we are proud to have the largest, most experienced team of specialized experts in the industry, our greatest pride comes from applying this expertise to work side by side with our clients to implement the best possible solutions—because the mission matters.

### By the Numbers



Since 2009, MCP has supported 2,200+ projects for 750+ public-sector and critical communications agencies



We serve clients in 48 states and 95% of the nation's largest metropolitan areas



Our staff consists of 200+ subject-matter experts, each with an average of 25 years of experience, dedicated to supporting our clients and their missions



We create significant project cost savings for our clients—often 15%, sometimes more



More than 90% of our clients remain with us from project to project



MissionCriticalPartners



BECAUSE  
THE MISSION  
MATTERS





# Statement of Services

## Project Understanding

The Warren County Telecommunications' (Telecom) extensive 911 call-processing network supports the delivery of emergency calls for service over multiple public safety answering points (PSAPs). In this effort, Warren County (County) would like a review of its current -48 direct current (DC) power supplies located at ten tower sites.

Mission Critical Partners, LLC's (MCP) brand promise is "To always strive to understand your environment, issues, and objectives – Because the Mission Matters." We intend to provide Telecom with the critically needed information regarding the state of the network, recommendations for remediation and prioritization of found issues, and a way forward to the required level of network performance and reliability.

## Scope of Work

The scope of this proposal is to review the -48 volt direct current (-48VDC) power supplies located at ten tower sites. The work MCP will perform can be summarized as:

- Performing on-site evaluations of the -48VDC power plant at ten tower locations
- Compiling assessment findings into a report including recommendations and projected costs for any items that may need to be replaced

## Architectural and Performance Assessment of -48VDC Power Plant

The MCP team will review each of the -48VDC power supplies located at ten tower sites. The power supplies and batteries will be evaluated on criteria including but not limited to:

- Make and model of rectifiers, manufacturer's support, life cycle expectancy
- Make and model of batteries, amperage rating, manufacturer's life cycle expectancy
- Present load versus capacity, projected runtime, per location
- Battery technology (lead/acid, gel cell, Absorbent Glass Mat [AGM], etc.)
- Voltage per cell
- Battery ring or clamp terminal for corrosion
- Preventive maintenance records, if available
- Remote monitoring capability
- Proper grounding
- Protection devices
- Ventilation requirements

As part of the assessment, MCP will conduct the following tasks:

- Document the status of all -48VDC components and batteries
- Review alternating current and DC wiring and grounding practices
- Review battery ring and/or clamp terminals for corrosion
- Review amperage requirements (load) , float and equalization charging voltage, per battery type, per site



# Project Team

MCP recognizes that as an independent solutions provider, our corporate capabilities depend directly on the capabilities and experience of our staff. MCP has assembled one of the most experienced and knowledgeable teams in the country. A multifaceted project such as this requires different areas of expertise and knowledge—typically more than any one or two individuals can bring—because different areas of expertise often are required at different stages of the project.

**Steven Badgio, Project Manager**

*Service Program Manager*

Steve is an experienced project manager with national and international project experience. He uses his combined knowledge of business and telecommunications to drive projects to completion while building relationships and contributing to project success. Steve's skills include software implementation, contract management, software conversions, customer relationship management (CRM) implementation, business analysis, billing operations, project management, and wireless service billing/mediation.

**Coty Cooper, Client Services Director, Midwest Region**

*Local Client Manager*

Coty brings extensive expertise to state and local government agencies to support the public safety community. His work involves project development, contracts and procurement negotiations, vendor and multi-agency relations, and the implementation of many multi-million-dollar public safety projects. Acquired through his tenure in the state and local public safety and government space, Coty's knowledge includes a firm understanding of the industry processes and an executive-level business and vendor negotiation acumen. In addition, he brings extensive experience in understanding and representing customers' needs to ensure that services and solutions procured are delivered as designed on time and budget.

**Frank Arico, Technical Services Director**

*Client Manager*

Frank brings extensive telecommunication industry expertise to state and local government agencies to support the public safety community. His work involves developing, procuring, and implementing many multi-million-dollar public safety projects. Through his experience in management and operations, Frank brings a solid understanding of procurement and contract development within the state and local government landscape. In addition, he brings extensive experience in understanding and representing customers to ensure that services are pertinent to solving their exact needs.

**David Boyce, Vice President of Emerging Services Development**

*Technical Support*

As MCP's leader of technical solutions, Dave's role is to solve complex NG911, network, voice and data challenges with client-centric, technology-oriented solutions. He has more than 45 years of career progression within the regulated and unregulated telecommunications field. Dave fosters, develops, and implements integrated technology solutions to solve the new issues presented in public safety communications. His strengths in network engineering, project management, data transmission, central office switching, regulatory tariffs, and budgeting bring forth new solutions to multifaceted issues faced by MCP clients. In addition, he is knowledgeable in the varying vendor approaches offered relative to networking, routing, customer premises equipment (CPE), and integration.

**Philip C. Rizzo, Senior Technology Specialist**

*Technology Specialist*

Phil has experience in the technical and operational side of the telecommunications industry. His expertise brings together cross-functional teams to develop companywide processes and procedures. He is an effective leader who has been recognized for his technology and customer focus strengths. Phil specializes in providing technical support for phone system cutovers and assisting with customer premises equipment (CPE) installation and maintenance, RFP development, PSAP consolidation, and NG911 equipment selection.

**Milton Schober, Technology Specialist**

*Technical Lead, Network Infrastructure Upgrade*

Milton has more than 40 years of diversified experience designing, installing, and managing computer systems and communications networks for public safety and justice agencies. Milton's expertise includes in-depth working knowledge and experience in data communications and networking, including designing and installing LAN, WAN, and critical IP-based networks and systems. Parallel with his network expertise is his extensive system administration experience in implementing policies, procedures, and project planning methodologies. Milton also has an extensive fire service background and currently serves as a firefighter/EMT on a 30-member volunteer department.

**Alan Densham, Senior Technology Specialist**

*Technology Specialist*

Alan has 33 years of experience as a network engineer, with more than 18 years of dedicated experience in Voice over Internet Protocol (VoIP) and wireless and secure communications. He is a subject-matter expert in configuring and troubleshooting automatic call distributor call routing, including skills in vectors, virtual directory for nonstop servers, variables, audio groups, policy routing tables, agents, and computer telephony integration adjunct links. Alan is also skilled in configuring and troubleshooting time-division multiplexing (TDM), Session Initiation Protocol (SIP), analog trunk groups, and TDM and SIP signaling groups.

**Kevin Bresnahan, Vice President & Director of Co-Managed Information Technology**

*Service Program Manager*

Kevin brings more than 34 years of engineering, operations, global technical support, implementations, project management, and product support experience. He has demonstrated leadership, business analysis, and consulting to deliver strategic product and technology solutions. Kevin possesses a diverse background in managing a complex organization with strategically critical responsibilities spread over numerous projects and has successfully launched new software and hardware products from concept to delivery.

**David S. Jones, President, Lifecycle Management Services Division**

*Customer Advocacy and Quality Assurance*

David will provide the customer advocacy and quality assurance (QA) overview, review of all deliverables, and additional project management support to the project and client services managers as needed. David's background includes more than 30 years of operations management, services management, strategic and tactical planning, vendor management, and contract management within the public safety sector. David directly managed more than 1,600 people and 900 contract partners and completed on-time projects with an average annual value greater than \$500 million per year during his prior tenure with a large technology company. He also owned more than \$250 million in contracts for technology maintenance, support, and management.



# Resumes

Detailed resumes highlighting the qualifications and experience of the proposed project team are included in Appendix B.

# **Pricing and Signature Page**



Warren County Telecommunications agrees to purchase services as outlined in the above scope of work for a total fee of \$34,498, including expenses. Payment terms are net 30 days upon receipt of invoice.

Warren County Telecommunications reserves the right to add additional services that would be performed based on the then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from Warren County Telecommunications.

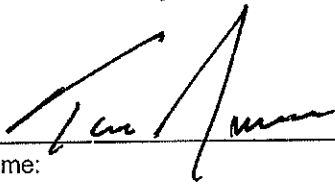
### Assumptions

The pricing in this proposal is good for 180 days from the date on the cover page.

### Agreed to and Accepted

Mission Critical Partners is prepared to execute this scope of work upon notification from Warren County Telecommunications as evidenced by authorization to proceed via signature below, or receipt of a purchase order. MCP will schedule our support implementation promptly upon notification.

Warren County Board of County Commissioners  
c/o Warren County Telecommunications

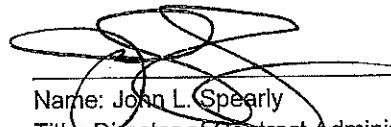


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Name:  
Title:

Date: 12-20-22

Mission Critical Partners, LLC

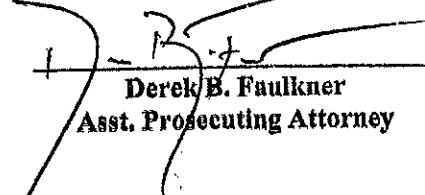


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Name: John L. Spearly  
Title: Director of Contract Administration

Date: December 13, 2022

**APPROVED AS TO FORM**

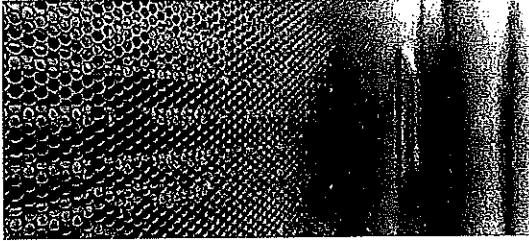


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**Derek B. Faulkner**  
Asst. Prosecuting Attorney

# Appendix A: Lifecycle Management Services

## Network and IT Support Services



We help our clients increase the reliability of their network and IT environment long after implementation. Our holistic IT and network support solution helps our clients realize significant IT cost savings while remaining confident that their systems are running at peak performance, protected from unplanned network outages.

Clients partner with us so that they can focus on the strategic aspects of managing their public safety operations while we provide expanded continuity, capacity, and capability. We provide solutions that achieve our clients' goals, not their vendors, by applying a technology-independent approach.

With MCP's help maintaining their network environment, our clients have greater confidence that their IT infrastructure and related systems are running smoothly. Our objective is to help our clients derive a greater return from their maintenance investments while reducing their operating expenses. We provide a broad portfolio of assessment, monitoring, and support solutions that improve network reliability and provide agencies with a greater pulse on their IP network and IT enterprise.

IT Network and Support Solutions	Network Management and Monitoring Solutions	Cybersecurity Solutions	Additional Offerings
Mission-Critical NetInform	Mission-Critical NetPulse	NetInform Secure	On-request services
NetInform Discover (discovery and reporting)	NetPulse Essential (24/7 network management)	security assessments	IT help desk services
NetInform Assessment (enterprise IP network)	NetPulse Advanced (24/7 network monitoring)	NetPulse Secure (security monitoring)	Integrated vendor support services

These support solutions can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure, with support available for the following networks and applications:

- Computer-aided dispatch (CAD) systems
- Call-handling equipment (CHE)
- Record management systems (RMS)
- Microwave and fiber optic backhaul systems
- Emergency Services IP networks (ESInets)
- Telephony
- 911 and administrative networks
- Environmental site networks

### Service Flexibility

Mission-Critical NetInform and NetPulse network support services are customizable to an agency's needs and budget. What remains consistent is our level of responsiveness. MCP is committed to delivering a high quality of service that exceeds service level expectations.



## Appendix B: MCP Resumes

Detailed resumes highlighting the qualifications and experience of the proposed project team are provided on the following pages.



## Steven Badgio

Project Manager, Mission Critical Partners

Steve is an experienced project manager with national and international project experience. He uses his combined knowledge of business and telecommunications to drive projects to completion while building relationships and contributing to project success. Steve's skills include:

- Software implementations
- Software conversions
- Business analysis
- Project management
- Contract management
- CRM implementation
- Billing operations
- Wireless service billing/mediation

### Representative Experience

#### *Director, Service Delivery/Program Director Experience*

- Lead for professional services team of more than 30 resources across North America, India, Europe, the Middle East and Africa
- Implementation program owner of customer relationship management (CRM) ordering platform for North American cable operator supporting more than 12,000 concurrent agents
- Project Management Office (PMO) lead for multiple billing system conversions ranging from 800,000 to 3,000,000 active subscribers migrated per project
- Program owner for tier-one North American service provider
  - Annually negotiated, executed and managed more than 35 statements of work
- Line manager recruiting, training and managing assignments for a team of business analysts, systems analysts and project managers
- Delivery lead in developing sales proposals for professional service engagements, including successfully sold and implemented engagements up to \$5 million in value

#### *System Engineer/Delivery Manager Experience*

- Lead system analyst defining integration for wireless transaction mediation platform supporting IP and telephony for tier-one Brazilian wireless phone operator supporting more than 20 million subscribers
- Lead business analyst implementing rating and billing solution for North American mobile virtual network operator, supporting both business-to-business and business-to-residential billing
- Systems engineering lead supporting billing system migration from legacy mainframe architecture to open system Unix-based multi-tier architecture
  - Defined operational processes and service level agreements for new solutions for billing, mediation and provisioning



### Industry Experience

24 years



**MissionCriticalPartners**

## Coty C. Cooper

Client Services Director, Midwest Region, Mission Critical Partners

Coty is a business development and client manager who delivers high customer satisfaction by exceeding expectations for our clients. He establishes strong, collaborative partnerships and enables teams to work efficiently and independently. Coty brings extensive public safety industry expertise to state and local government agencies to support their communities and possesses a background in all facets of public safety communications. Coty's experience encompasses LMR and wireless communications systems, 911 and next-generation standards, CAD and records management system (RMS), public safety facilities and emergency communications operations. His tenure involves project development, procurement and contract negotiations, vendor management and multi-agency relations. He brings extensive experience in understanding and representing customers' needs to ensure that vendor services and solutions procured are delivered as designed on time and on budget.

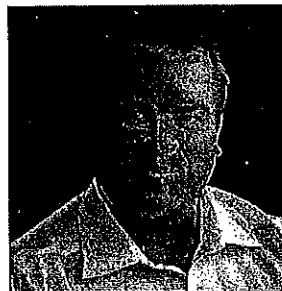
### Representative Experience

#### *City/County/Regional Experience*

- State of Missouri 911 Service Board—Statewide NG911 feasibility study
- Missouri Highway Patrol—Strategic Plan for NG 911 secondary PSAP environment
- Illinois State Police—Implementation of statewide NG911 program
- Naperville, IL—Service manager to evaluate current radio system using MCP's Model for Advancing Public Safety® (MAPS®), and provide recommendations for stabilizing, improving or replacing the system
- West Central Joint Emergency Telephone Systems Board (ETSB), IL—Assessment of public safety LMR communications systems, including needs assessments and procurement services
- Franklin County, IL—Assessment of consolidating three PSAPs to include data gathering, analysis and recommendations
- Downriver Mutual Aid, MI—Client manager on a project to evaluate the feasibility study of consolidating 14 PSAPs to improve emergency response outcomes
- Perry County/Perryville, City of, MO—Client manager for a facility/space programming design of an emergency communications center (ECC) and EOC
- St. Louis, MO—Assistance with a complex technology migration from a multi-emergency communication center environment to a single consolidated center for Police, Fire and Emergency Management functions
- Warren County, OH—Assessment of a telecommunications public safety network
- Hamilton County, OH—Staffing study and workflow optimization analysis
- Cincinnati, OH—Assessment of a telecommunications public safety network
- Cuyahoga County, OH—Emergency communications and PSAP assessment
- Sedgwick County, KS—Client manager on a CAD implementation project, providing assistance with proposal evaluation, contract negotiations and implementation oversight

#### *Additional Experience*

- Negotiated, supported and implemented public safety projects within various regions, including the City of Chicago and the Golden Gate Transportation District in California
- Consulted with customers in Illinois, Indiana, Ohio and Missouri on Next Generation 911 Core Services (NGCS) standards and implementation of IP selective routing
- Consulted and teamed with over 30 county and city public safety agencies to align, consolidate and achieve grant funding and state contract to integrate over 60 Police and Fire departments into the Illinois statewide Starcom21 700/800 MHz Motorola network



### Industry Experience

22 years

### Education

B.A.,  
Organizational/Corporate  
Communications,  
Northern Illinois  
University

### Associations

National Emergency  
Number Association  
(NENA)

Association of Public-  
Safety Communications  
Officials (APCO)



MissionCriticalPartners

## Frank Arico

Technical Services Director, Mission Critical Partners

Frank is an experienced business development manager and client manager who ensures that client needs are met and projects are successful, delivering high customer satisfaction. He establishes strong, collaborative partnerships and enables teams to work efficiently and independently. Frank has years of experience working with communication systems, internal networks, and IT equipment that support the security needs of public safety and enterprise customers. With a concentration on the impact of the cybersecurity risks to the public safety environment, Frank helps clients understand the meaning and impact of cyber risks to both management and frontline workers to help agencies keep mission-critical systems secure and functioning.

### Representative Experience

#### *Business Development and General Manager*

- Manages business development for MCP's Lifecycle Management Services Division, which provides mission-critical network monitoring support, cybersecurity solutions and data management and integration solutions
- Directed solution-partner onboarding, relationship management and growth of new manufacturer, independent software vendors and other partner relationships
- Improved operations performance through customer relationship management (CRM) solutions and workforce adjustments
- Increased business partner activity through improved solution development, partner networking and customer activity
- Facilitated customer engagements, client summits, sales training and partnership solution initiatives

#### *Additional Experience*

- Managed team of technical support and wireless specialists as well as professional services product portfolios
- Managed relationships with manufacturers, distributors, independent software vendors and other business partners
- Created a proactive customer support platform including an online customer portal that utilized CRM tools to improve case management, operations support, partner interaction and customer retention
- Led national sales, support and marketing teams and assisted with repair facility objectives
- Implemented device management solutions, consolidated service agreements and coordinated mobile device cellular activations



### Industry Experience

30 years

### Education

B.A., Mass  
Communications  
St. Bonaventure  
University, NY

### Certifications

Cybersecurity  
Fundamentals for Sales –  
IT Nation, ConnectWise

Quality Initiative,  
Motorola University



**MissionCriticalPartners**

## David W. Boyce

Vice President of Emerging Services Development, Mission Critical Partners

Dave serves as MCP's leader of technical solutions, and his mission is to solve complex NG911, network, voice and data challenges with client-centric, technology-oriented ideas. He has served more than 35 years in the telecommunications industry. His passion is developing and implementing integrated technology solutions for public safety communications complex issues. Being very knowledgeable in the varying vendor approaches for networking, routing, customer premises equipment (CPE) and integration, Dave's primary strength is solving client challenges within their operating environment's parameters. Areas of specialization include:

- Designing/installing statewide 911 ESInets and next-generation selective router solutions, countywide 911 networks, automatic number identification/automatic location identification (ANI/ALI) controllers, ALI systems and network and CPE procurement and deployment solutions; network engineering, project management, data transmission, central office switching, regulatory tariffs and budgeting

### Representative Experience

#### *Federal Experience*

- Department of Homeland Security/Federal Emergency Management Agency Chemical Stockpile Emergency Preparedness Program—Alabama and Kentucky
  - Technical consulting for emergency communications, warning and alert systems

#### *State/Regional Experience*

- Pennsylvania Emergency Management Agency—NG911 and EOC design and support programming
- Montana—911 network, selective routing, ALI, PSAP CPE and performance management of statewide RFP development
- Indiana—Wireless direct RFP, deployment planning and project oversight
- Arizona—Design and implementation support for Microwave network time-division multiplexing (TDM) to IP conversion
- Southwestern Pennsylvania Regional Task Force (PA Region 13) ESInet
  - Avaya enterprise voice over IP network implementation and maintenance technical support/provisioned new services on Alcatel-Lucent routers for the Western Pennsylvania County Regional ESInet (WestCORE)
  - WestCORE 911, Polycom video conferencing/regional Internet access
- WestCORE 911 Regional Motorola Vesta Network—Collaboration with Motorola engineers to develop regional IP address schema

#### *City/County Experience*

- Philadelphia, PA—Dark Fiber ESInet replacement project
- Warren County, OH—Regional network assessment and design enhancements
- Lubbock Emergency Communication District, TX—Procurement of IP-enabled network services for 911 emergency network Solacom IPSR voice broadcast solution
- Rutherford County Emergency Communication District, TN—Regional ESInet
- Collier County, FL—Project management support for the transition of Motorola Radio Frequency Identification (RFID) to Vesta call-handling equipment (CHE)
- Motorola-Prince George's County, MD—NG911 i3 design, procurement and project management support
- Allegheny County, PA—Vesta CHE design, procurement and project management support



### Industry Experience

49 years

### Education

B.A., Undergraduate  
Studies, Gannon  
University, PA

### Associations

National Emergency  
Number Association  
(NENA)

### Awards

The State of Ohio, GTE  
"Presidential Leadership"  
award for excellent  
project management  
work

2022 Integrated Justice  
Information Systems  
(IJIS) Institute "Thomas J.  
O'Reilly" Innovation  
Award

Award for Project  
Management of the first  
NG911 i3 and ESInet  
deployment in Prince  
George's County, MD



**MissionCriticalPartners**

## Philip C. Rizzo

Senior Technology Specialist, Mission Critical Partners

Phil has years of experience in the technical and operational sides of the telecommunications industry. His expertise is bringing together cross-functional teams to develop companywide processes and procedures. He is an effective leader who has been recognized for his strength in technology and customer focus. Phil specializes in providing technical support for phone system cutovers and assisting with customer premises equipment (CPE) installation and maintenance, RFP development, PSAP consolidation and NG911 equipment selection.

### Representative Experience

#### *Federal/Regional Experience*

- U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA), Chemical Stockpile Emergency Preparedness Program (CSEPP)—  
Technical support for RFP development and cutover
  - Rockcastle County, KY—Avaya phone system and Solacom 911 CPE remote installation oversight
  - Powell County, KY—NEC phone system and Vesta 911 CPE remote installation oversight
  - Clark County, KY—Avaya phone system
  - Madison County, KY—Solacom 911 CPE to replace current Pallas 911 system and Avaya CM Enterprise IP phone system to replace the Nortel Business Communication Manager (BCM)
  - Pueblo County, CO—Vesta 911 CPE hardware refresh
- Southwest Pennsylvania Emergency Response Group (Region 13)—Technical support for the Pittsburgh area that included 14 PSAPs on a shared Vesta system which totaled 205 Vesta positions including hardware refresh and install of redundant Service Aggregation Routers (SARs) on the existing ESInet
- South Central Mountain Region, PA—Establishment of a fiber ESInet between Bedford, Fulton, Huntingdon and Centre counties into the Region 13 counties
- Brazos Valley Council of Governments (BVCOG), TX—IP-enabled network vendor selection
- North Central Texas Emergency Communications District (NCT9-1-1)—Installation of 43 Positron Vipers in a host/remote relationship

#### *City/County Experience*

- Gahanna, OH—Cutover of a new Solacom 911 solution with 15 positions with local map
- Philadelphia, PA—Cutover of new Vesta 911 solution with 120 Vesta positions
- Cumberland County, PA—Airbus Sentinel CM NG911 installation and cutover
- Rutherford County, TN—Establishment of a fiber network connecting all PSAPs to their ESInet
- Myrtle Beach, SC—RFP development and cutover of Solacom Solution 40 positions
- Boone County, MO—Technical support for the cutover of a Viper solution that supports 25 call-taker positions
- Prince George County, MD—76-position Airbus VESTA CS cutover
- Motorola/Montgomery County, MD—CPE Viper solution
- Lexington/Fayette County, KY—Enterprise Avaya CM 7 installation cutover support for 911, 311 and EOC operations



### Industry Experience

40 years

### Education

Electronic Institutes, PA

### Certifications

Associate Technical  
Degree from Verizon

Lucent Technologies —  
Systemax Structured  
Connectivity  
#PA99071410

FCC First Class Operator  
License P1-4-4769

Criminal Justice  
Information Services  
(CJIS) System Security  
and Awareness Training  
Level 4

### Associations

National Emergency  
Number Association  
(NENA)



**MissionCriticalPartners**



## Milton W. Schober, Jr.

Technology Specialist, Mission Critical Partners

Milton applies his experience in data communications and networking, including designing and installing local-area networks (LANs), wide-area networks (WANs) and critical IP-based networks and systems. He has proven expertise in implementing policies, procedures and project planning methodologies. Milton is a Firefighter/EMT-B.

### Representative Experience

#### *Federal Experience*

- U.S. Department of Transportation (USDOT), National 911 Program—NG911 Cost Study
  - Developed technical requirements and system architecture; assisted with Interstate Playbook and developed high-level NG911 drawings and test regimen for the Department of Homeland Security Science and Technology (DHS S&T) and ESInet-Public Safety Broadband Network (PSBN) Technical Committee

#### *State/Regional Experience*

- Texas Commission on State Emergency Communications (CSEC)
  - Contributed to statewide ESInet design and standards document
  - Worked with System Integrator to develop functional and technical specifications for the ESInet and i3 core services
  - Worked with System Integrator to develop test plans for interoperability testing of ESInet, Next Generation 911 Core Services (NGCS) and call-handling systems
  - Developed Uniform Resource Identifier/Uniform Resource Name (URI/URN) taxonomy standard for the statewide ESInet
- Kansas 911 Coordinating Council
  - Developed technical specifications for statewide ESInet
  - Developed technical specifications for acquiring ESInet and call-handling system
  - Developed operational requirements for ESInet in conformance with Information Technology Infrastructure Library (ITIL) best practices
- Nebraska Public Service Commission—Technical SME for statewide ESInet, including development of technical requirements and procurement lead for deployment of state System Service Plan
- Minnesota—Development of RFP for the originating service provider (OSP) aggregation and ingress, and statewide ESInet and NGCS
- Lubbock Emergency Communication District (LECD), TX—Project Manager
  - Supported IP selective router procurement and implementation
  - Managed technology aspects of the District's building project
  - Designed highly redundant and survivable networks to support NG911 systems
- Potter-Randall 911 Emergency Communications District (PR911), TX
  - Supported ESInet design, procurement and implementation
  - Supported IP selective router due diligence
- Houston-Galveston Area Council (H-GAC), TX—Performed a network assessment
- Lower Rio Grande Valley Development Council (LRGVDC), TX
  - Reviewed network design for readiness to implement interoperability test center
  - Researched and reviewed alternatives to an in-house test center

#### *City/County Experience*

- El Paso-Teller County 9-1-1 Authority, CO—Developed specifications for fire station alerting system procurement for county fire departments
- Fairfax County, VA—Provided input on GIS data points from first responder's perspective



### Industry Experience

42 years

### Education

BBA, Finance and Accounting, Texas Tech University

### Associations

National Emergency Number Association (NENA)

ESInet Design, ESInet-PSBN Interconnection, and Emergency Incident Data Object (EIDO) Conveyance Working Groups; ICE10 Planning Committee

### Training & Technology

Solacom IPSR Maintenance

Cisco CCIE Boot Camp

Cisco 3800 and 6500 switches and 4300, 4400, and 7600 routers

Brocade MLX family

Linux

Calix 7 Fundamentals and Video



**MissionCriticalPartners**

## David S. Jones

President of Lifecycle Management Services Division, Mission Critical Partners

President of Mission Critical Partners' Lifecycle Management Services Division, David is a global business executive with experience building high-performance organizations. He has achieved consistent results by instilling professionalism and establishing business process improvements and operational efficiency within global and domestic organizations. David's background includes operations and services leadership, strategic and tactical planning, turnaround and start-up business operations, vendor and client relationship management, contract oversight and direction of sales and business development teams. He has worked in the mission-critical communications industry for more than three decades for leading firms such as Motorola Solutions, where he established, instituted and launched multiple services and electronic product businesses including biometrics, smartcard, managed services and systems integration businesses with a focus on public safety.

### Representative Experience

#### *State/Regional Experience*

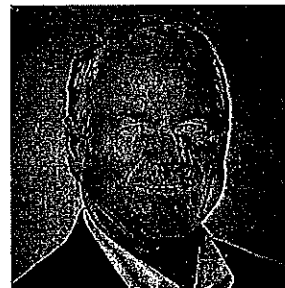
- Nebraska—Statewide cybersecurity assessment
- Arizona—Assessment of radio network service and support structure and processes
- Maryland—Infrastructure inventory, documentation and network security analysis
- Minnesota—Firewall Security Service deployment, support and guidance
- Missouri—Vendor management and maintenance agreement negotiations
- Region 13 Southwest Pennsylvania Emergency Response Group (SWPERG)—Network management, administration, maintenance support and cybersecurity assessment, as well as management services of the ESInet
- Southern Alleghenies Central Region Pennsylvania—Network management, maintenance support and cybersecurity training services of the ESInet
- Southeast PA—Automatic License Reader backend management and support
- Tennessee Emergency Communications Board (TECB)—Infrastructure inventory, network and cybersecurity assessment

#### *City/County Experience*

- Centre County, PA—IT support services
- Baltimore, MD—Vendor negotiation and maintenance review
- NY Capital District—CAD infrastructure monitoring
- Armstrong County, PA—ESInet monitoring and lifecycle support services
- Lower Rio Grande Valley, TX—Network assessment and management support
- Lubbock, TX—Network and cybersecurity monitoring and management support
- Milwaukee County, WI—Vendor maintenance negotiations

#### *Additional Experience*

- Managed and completed radio networks, data networks, CAD/records management systems, antenna site and other public safety networks and facilities
- Served as key leader in instituting and launching a systems integration business, critical for the financial turnaround of the public safety business
- Established, instituted and launched multiple managed service businesses with an initial focus on public safety, public sector, utility and commercial markets
- Established services for networks, including monitoring, management and cybersecurity solutions
- Led start-up biometrics, software and electronics security company



### Industry Experience

36 years

### Education

MBA, Systems Management, Baldwin Wallace University, OH

B.S., Civil Engineering, Rose Hulman Institute of Technology, IN

### Certifications

6-Sigma, Digital 6 Sigma, and Quality Yellow Belt, Motorola Inc.

Executive Management Program, Kellogg School of Business, Northwestern University, Motorola, Inc.

Motorola Management Institute (MMI)

This addendum will be included in the -48 Assessment as terms and conditions of this Agreement between Warren County Board of County Commissioners c/o Warren County Telecommunications and Mission Critical Partners to perform services. The terms and conditions are as follows:

**Governing law:**

THE AGREEMENT BETWEEN THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS C/O WARREN COUNTY TELECOMMUNICATIONS (HEREINAFTER "CUSTOMER") AND MISSION CRITICAL PARTNERS (HEREINAFTER "VENDOR") WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN WARREN COUNTY, OHIO AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Customer and Vendor are solely obligated to address and resolve all disputes associated with these Terms and Conditions of or any Customer Service Order Form, including any damages or injuries to the Customer's Affiliates, and all claims related to these Terms and Conditions or any Customer Service Order Form will be brought by Customer in Warren County, Ohio as provided in these Terms and Conditions. The rights and remedies provided Vendor under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

**Insurance Clause:**

Vendor shall provide liability insurance coverage as follows:

Vendor shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Vendor shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Commercial General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-

renewal to Warren County. Such certificates shall provide that the insurer notify Customer in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Customer not less than 30 days prior to said cancellation date. Vendor shall also deliver to Customer, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

Vendor shall carry statutory worker's compensation insurance as required by law and shall provide Customer with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

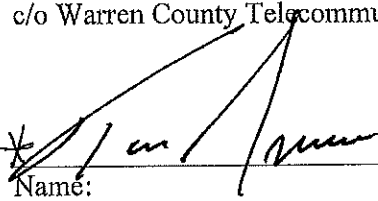
Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

**Indemnity:**

Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

Warren County Board of County Commissioners  
c/o Warren County Telecommunications

Mission Critical Partners, LLC

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

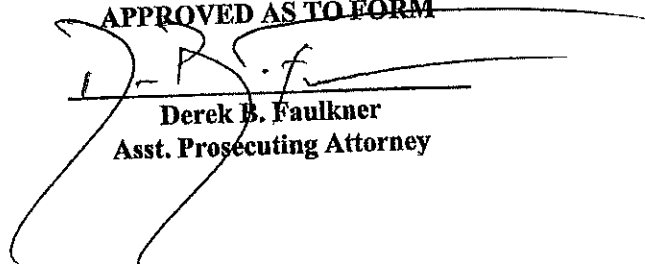
  
Name: \_\_\_\_\_

Title:

Title: Director of Contract Administration

Date: 12-20-22

Date: 12/15/2022

**APPROVED AS TO FORM**  
  
**Derek B. Faulkner**  
**Asst. Prosecuting Attorney**

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1957

Adopted Date December 20, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM CDW ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR NUTANIX HARDWARE AND SUPPLIES PURCHASE LISTED ON THE ATTACHED QUOTE 3NCTX195 WHICH ARE GOVERNED BY TERMS AND CONDITIONS APPLIED TO OHIO STATE TERM CONTRACT #534605

WHEREAS CDW will provide hardware and supplies and all other items listed on the NCTX195 quote for Warren County Telecommunications, to run the virtual environment for Central Square as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from CDW on behalf of Warren County Telecommunications for Nutanix purchase; as attached hereto and a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- CDW  
Telecom (file)

## PURCHASE AGREEMENT and AMENDMENT

This Purchase Agreement and Amendment (hereinafter "contract") is made and effective on the date last signed below between the Warren County Board of County Commissioners on behalf of Warren County Telecommunications Department (hereinafter "Warren County") whose address is 406 Justice Drive Lebanon, Ohio 45036, and \_\_\_ CDW Government LLC ("CDWG") whose address is 230 N Milwaukee Avenue, Vernon Hills, 60061.

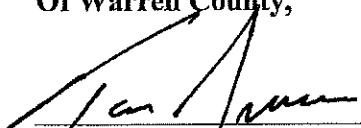
**Whereas,** Warren County has requested a quote from CDWG based on Ohio State Term Schedule #534605 which is valid until October 30, 2023.

**Now, therefore, it is agreed as follows:**

- 1.) CDWG will supply the hardware and supplies to Warren County for the price stated in the written quote NCTX195\_\_\_\_\_ .
- 2.) The sale and purchase shall be governed by the attached terms and conditions, which are those terms and conditions that are applied to the Ohio State Term Contract #534605
- 3.) Each party has the power and authority to enter in to and perform this Contract and the person signing this contract on behalf of each party has been properly authorized and empowered to enter into this contract.

In Execution Whereof, the parties hereto have executed this Purchase Agreement and Amendment by their duly authorized representative on the dates shown below, subject to the attached quote \_\_NCTX195\_\_ and the attached terms and conditions as amended above,

**Board of County Commissioners  
Of Warren County,**

  
\_\_\_\_\_  
President / Vice-President

12.20.22  
Date


22-1957  
Resolution No.

**CDWG**

  
\_\_\_\_\_  
Authorized Signatory

12/9/2022  
Date

Approved as to form,

  
\_\_\_\_\_  
Adam M. Nice  
Assistant Prosecuting Attorney



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

## Review and Complete Purchase

DUSTIN FLINT,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NCTX195	12/5/2022	SWS13844605-V1	6517577	\$324,326.33

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>NUTANIX CLD INFRA NCI ULT LIC+SUP</u> Mfg. Part#: SW-NCI-ULT-PR Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	96	6888711	\$1,894.98	\$181,918.08
<u>NUTANIX CLD MGMT NCM STARTER LIC+SUP</u> Mfg. Part#: SW-NCM-STR-PR Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	96	6880251	\$253.29	\$24,315.84
<u>NUTANIX 24X7 PROD HW SUP HCI APP</u> Mfg. Part#: S-HW-PRD Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	4	5642018	\$3,244.82	\$12,979.28
<u>Nutanix Xpert Services Deployment Starter - deployment - for Nutanix HCI Cl</u> Mfg. Part#: CNS-INF-A-SVC-DEP-STR Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	4	6472035	\$2,940.69	\$11,762.76
<u>Nutanix Infrastructure Modernization Virtual-to-Virtual Conversion - techni</u> Mfg. Part#: CNS-INF-A-SVC-MIG-VMS Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	18	6472037	\$1,074.28	\$19,337.04
<u>NUTANIX ECA SELF-PACED LECTURE</u> Mfg. Part#: EDU-C-ECA-FACLAB Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	2	7146175	\$998.05	\$1,996.10



**QUOTE DETAILS (CONT.)**

<u>NUTANIX FASTTRACK FLOW DEPLOY+CONFIG</u>	1	6454147	\$7,185.91	\$7,185.91
Mfg. Part#: CNS-INF-FST-FLOW Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>NUTANIX NX-8235N-G8 2 NODE 2X5317</u>	2	7051454	\$13,365.58	\$26,731.16
Mfg. Part#: NX-8235N-G8-5317-CM Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>Nutanix - DDR4 - 32 GB - DIMM 288-pin - 3200 MHz PC4-25600 - registered</u>	64	6325110	\$195.59	\$12,517.76
Mfg. Part#: C-MEM-32GB-3200-CM Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>Nutanix 3.84TB Solid State Drive</u>	16	6673743	\$891.79	\$14,268.64
Mfg. Part#: C-SSD-3.84TB-A-CM Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>Nutanix 3.84TB NVMe Solid State Drive</u>	8	6687297	\$791.94	\$6,335.52
Mfg. Part#: C-NVM-3.84TB-A-CM Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>NUTANIX 2-PT 10GBASE-T LOM NIC MDD</u>	4	7147144	\$252.86	\$1,011.44
Mfg. Part#: C-LOM-10G2D1BT-CM Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>Nutanix 25GbE 2-Port SFP78 Network Adapter</u>	4	6516087	\$381.75	\$1,527.00
Mfg. Part#: C-NIC-25G2A1-CM Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>Nutanix 2200W Power Supply Unit</u>	4	6676701	\$597.00	\$2,388.00
Mfg. Part#: C-PSU-2200-TR2-CM Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>Nutanix - power cable - IEC 380-C13 to IEC 60320 C14 - 4 ft</u>	4	6688036	\$12.95	\$51.80
Mfg. Part#: C-PWR-4FC13C14A-CM Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				

<b>SUBTOTAL</b>	<b>\$324,326.33</b>
<b>SHIPPING</b>	<b>\$0.00</b>
<b>SALES TAX</b>	<b>\$0.00</b>
<b>GRAND TOTAL</b>	<b>\$324,326.33</b>

**PURCHASER BILLING INFO**

**DELIVER TO**

**Billing Address:**  
WARREN CO TELECOM DEPT  
ACCTS PAYABLE  
500 JUSTICE DR  
LEBANON, OH 45036-2379  
**Phone:** (513) 695-1319  
**Payment Terms:** NET 30-VERBAL

**Shipping Address:**  
WARREN CO TELECOM DEPT  
500 JUSTICE DR  
LEBANON, OH 45036-2379  
**Shipping Method:** DROP SHIP-GROUND

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Kristen Meyer** | (866) 809-9889 | [krismey@cdwg.com](mailto:krismey@cdwg.com)

**Need Help?**



My Account



Support



Call 800.800.4239

## STATE TERM CONTRACT

This Contract ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, Office of Information Technology, at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio, 43215 and CDW Government LLC ("Contractor"), with offices at 230 N. Milwaukee Ave., Vernon Hills, Illinois, 60061.

### BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. If the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

### TERMS AND CONDITIONS

#### 1 - TERM

- 1.1 **TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until October 30, 2023. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 **CONTRACT RENEWAL.** The State may renew this Contract by issuing written notice to the Contractor of the decision to do so. Renewals will be initiated by the State in writing at least 30 days before the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent contract term.

#### 2 - PRICING AND PAYMENT

- 2.1 **CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:

The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;

The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

- X The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later, Sourcwell (formerly NJPA) Contract # 081419-CDW

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

- 2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its most favored customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

- 2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

Pricelist is from Sourcewell Contract # 081419-CDW

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

- 2.4 NOTIFICATION OF PRICE INCREASES.** If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.
- 2.5 Payment Due Date.** Payments will be due on the 30th day after the later of:
- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
  - (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

- 2.6 Invoice Requirements.** The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables;
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36); and
- (g) For time and material services, the invoice must reflect labor hours actually worked and if applicable supplies used;

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

- 2.7 **NON-APPROPRIATION OF FUNDS.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.
- 2.8 **OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.
- 2.9 **CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.
- 2.10 **TRAVEL EXPENSES:** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").
- 2.11 **TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.
- 2.12 **OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

### 3 - CONTRACT ADMINISTRATION

- 3.1 **DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology. In doing so, the Contractor warrants that:
  - (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
  - (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
  - (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
  - (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
  - (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

Section 125.081 of the Ohio Revised Code requires state agencies to set aside purchases for MBE and Executive Order 2008-19S encourages use of EDGE businesses. Therefore the state encourages the Contractor to purchase goods and services from Ohio certified Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

- 3.2. **Audits.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principal place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3. **INSURANCE.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance for claims arising out of their professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL) written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit.
2. Automobile Liability: covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation Insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold Entity harmless from loss or liability for such.
4. Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall cover all applicable Contractor personnel or subcontractors who perform professional services related to this agreement.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The Insurance policies are to contain, or be endorsed to contain, the following provisions:

Except for Workers' Compensation and Professional Liability insurance, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Contractor shall provide State of Ohio with 30 days written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

Deductibles and self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

Contractor shall furnish the State of Ohio with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that State of Ohio is an additional insured on insurance required from subcontractors.

State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 3.4 **CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the

noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.

**3.5 POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.

**3.6 RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.

**3.7 TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.



If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

**3.8 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** 3.8.1 It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

3.8.2 Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC, 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link:

<https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

3.8.3 Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.

**3.9 EXCUSABLE DELAY.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party must not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

**3.10 LOCATION OF SERVICES AND DATA.** As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

#### 4 - DELIVERY AND ACCEPTANCE

**4.1 ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

**4.2 TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

**4.3 DELIVERIES.** The Contractor must make all deliveries F.O.B. destination.

## 5 - INTELLECTUAL PROPERTY

5.1 **COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

5.2 **CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

5.3 **CONFIDENTIALITY.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and

documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
  - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
  - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

#### 5.4 CONFIDENTIALITY AGREEMENTS.

When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidentiality agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

#### 5.5 PUBLICITY. The Contractor shall not do the following without prior, written consent from the State:

1. Advertise or publicize that the Contractor is doing business with the State;
2. Use this Contract as a marketing or sales tool; or
3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party.

## 6 - TRANSACTION REPORTING

- 6.1 **Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, <https://om.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 **Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

## 7 - WARRANTIES AND LIABILITIES

- 7.1 **WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

**7.2 SOFTWARE WARRANTY.** If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

**7.3 EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The

Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

7.4 **INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

7.5 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

#### B - MAINTENANCE

8.1 **SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

**8.2 SOFTWARE UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

**8.3 EQUIPMENT MAINTENANCE.** If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing plates, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

**8.4 EQUIPMENT MAINTENANCE STANDARDS.** Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

**8.5 EQUIPMENT MAINTENANCE CONTINUITY.** If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:



- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

- 8.6 **PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.
- 8.7 **MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

#### 9 - ASSIGNMENT AND SUBCONTRACTING

- 9.1 **ASSIGNMENT.** The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.
- 9.2 **SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

#### 10 - CONSTRUCTION

- 10.1 **HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.
- 10.2 **ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.
- 10.3 **BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.
- 10.4 **AMENDMENTS - WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.
- 10.5 **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 **CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 **NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 **CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the



Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.

- 10.9 **PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 **DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

## 11 - LAW AND COURTS

- 11.1 **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

- 11.2 **DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 **OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.
- 11.4 **SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 11.5 **LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 **UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.
- 11.7 **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
- 11.8 **PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES.** Prohibition of the Expenditure of Public Funds for Offshore Services. No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Contract.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

11.9 **REGISTRATION WITH THE SECRETARY OF STATE.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1703.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

11.10 **IRS 1075 REQUIREMENTS.** In order to protect risk of loss, breach, or misuse of Federal Tax Information ("FTI") held by government agencies, the Internal Revenue Service issued Publication 1075 which includes specific language to include in any State contract in which FTI may be disclosed.

## I. PERFORMANCE

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

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

## II. CRIMINAL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may

be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.

- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (See Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

11.11


**BOYCOTTING** Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

### III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

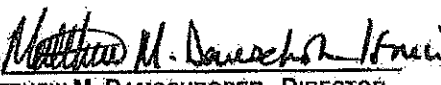
To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

BY:   
Dario J. Bertocchi  
Director, Program Sales

DATE: 12/9/2019

STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF STATE PURCHASING

BY:   
MATTHEW M. DAMSCHRODER, DIRECTOR,  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 12/30/19

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1958

Adopted Date December 20, 2022

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

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

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS' OFFICE  
GENERAL FUND #11011112

BE IT RESOLVED, to approve the following supplemental appropriation for the BOCC  
Operational Transfer for Water & Sewer Interest Revenue for remainder of 2022:

\$ 14,000.00 into #11011112-5997 (General Fund – BOCC OT Operational Trans)

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

- Mr. Grossmann –
- Mr. Young –
- Mrs. Jones –

Resolution adopted this 14<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental App. file  
OMB (file)

*To be voted on 12/20/22*



APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND  
#11011300 TO #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$6,000        from #11011300-5400        (PURCH SERVICES)  
              into #11011300-5910        (OTHER)

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

M  
M  
M

Resolution adopted this day of DECEMBER 2022.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

Appropriations adj

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

*To be retried on 12/20/22*

*MR*

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1959

Adopted Date December 20, 2022

## ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 12/13/22 and 12/15/22 as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

*Number* 22-1960

*Adopted Date* December 20, 2022

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2203, 2207, 2211, 2238, 2254, 2258, 2261, 2265, 2288, 4438, AND 6619

WHEREAS, the anticipated revenue for Fund 2203 Human Services fund has decreased by \$226,487.67; and

WHEREAS, the anticipated revenue for Fund 2207 Law Library Resources fund has decreased by \$93,500.00; and

WHEREAS, the anticipated revenue for Fund 2211 Local Fiscal Recovery Fund has decreased by \$498,779.27; and

WHEREAS, the anticipated revenue for Fund 2238 Workforce Investment Board fund has decreased by \$1,054,000.00; and

WHEREAS, the anticipated revenue for Fund 2254 CCMEP/TANF fund has decreased by \$400,000.00 and

WHEREAS, the anticipated revenue for Fund 2258 Workforce Investment Act fund has decreased by \$40,000.00; and

WHEREAS, the anticipated revenue for Fund 2261 Pass Through Grants fund has decreased by \$58,692.15; and

WHEREAS, the anticipated revenue for Fund 2265 Community Development fund has decreased by \$16,000.00; and

WHEREAS, the anticipated revenue for Fund 2288 Comm Based Corrections Donations fund has decreased by \$5,500.00; and

WHEREAS, the anticipated revenue for Fund 4438 NB Columbia/3C Right Turn Lane has decreased by \$59,510.61

WHEREAS, the anticipated revenue for fund 6619 Vehicle Maintenance fund 6619 has decreased by \$280,074.46; and

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2203, 2207, 2211, 2238, 2254, 2258, 2261, 2265, 2288, 4438, and 6619.



RESOLUTION #22-1960

DECEMBER 20, 2022

PAGE 2

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style and is positioned above a horizontal line.

Tina Osborne, Clerk

cc: Auditor – B. Quillen ✓  
Amended Certificate file  
Human Services (file)  
Law Library (file)  
OGA (file)  
Workforce Investment Board (file)  
Common Pleas (file)  
Engineer (file)  
Garage (file)  
OMB



# Resolution

Number 22-1961

Adopted Date December 20, 2022

APPROVE APPROPRIATION DECREASES AND ACCEPT AN AMENDED CERTIFICATE WITHIN WATER CONSTRUCTION PROJECT FUND 5583 AND SEWER CONSTRUCTION PROJECT FUND 5575

WHEREAS, the Water and Sewer Department has been approved for appropriations in Water Construction Project Fund 5583 and Sewer Construction Project Fund 5575 in the 2022 budget process; and

WHEREAS, due to change orders and projects delayed until 2023, the appropriations and revenue will not be necessary for the 2022 calendar year; and

WHEREAS, the anticipated revenue for Fund 5583 Water Construction Projects fund has decreased by \$464,815.99; and

WHEREAS, the anticipated revenue for Fund 5575 Sewer Construction Projects fund has decreased by \$77,321.36; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from Warren County Budget Commission for Funds 5583 and 5575; and

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

\$	77,321.36	from	55753300-5320	(Capital Purchases)
\$	464,815.99	from	55833200-5320	(Capital Purchases)

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Decrease file  
Water/Sewer (file)

Amended Cert. file  
OMB

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 16, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2022, 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 - Enterprise Funds	Jan. 1st, 2022	Taxes	Other Sources	Total
Sewer Construction Projects Fund 5575	(\$1,120,806.44)		\$9,101,988.36	\$7,981,181.92
Water Construction Projects Fund 5583	(\$8,028,343.23)		\$12,941,238.34	\$4,912,895.11
<b>TOTAL</b>	(\$9,149,149.67)	\$0.00	\$22,043,226.70	\$12,894,077.03

\_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

AMEND 22 24  
 Fund 5575 (77,321.36)  
 Fund 5583 (464,815.99)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1962

Adopted Date December 20, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO LOCAL FISCAL RECOVERY  
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriations for Sheriff's Office payroll:

\$348,000.00 into #22111110-5102 (Loc Fiscal Rec – Regular Salaries)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
OMB (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1963

Adopted Date December 20, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE AREA 12 WORKFORCE  
DEVELOPMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following supplemental appropriation:

\$180.00      into      22385800-5400      (Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
WIB (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1964

Adopted Date December 20, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 2,000.00 into BUDGET-BUDGET 22891224-5811 (PERS)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 22-1965

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL  
FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners  
Fund #11011110 into Sheriff's Office Fund #11012200 in order to process a vacation and sick  
leave payout for Nicholas Behymer former employee of the Sheriff's Office:

\$2,785.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                  into    #11012200-5882      (WCSO - Vacation Leave Payout)

\$11,554.00    from    #11011110-5881      (Commissioners - Vacation Leave Payout)  
                  into    #11012200-5881      (WCSO - Sick Leave Payout)

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

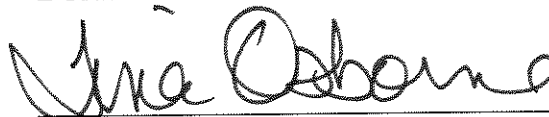
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Sheriff (file)  
OMB



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 22-1966

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL  
FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners  
Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation and sick  
leave payouts for Alice Logan and Victoria Happ former employees of the Sheriff's Office:

\$8,675.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)  
into #11012210-5882 (WCSO - Vacation Leave Payout)

\$7,296.00 from #11011110-5881 (Commissioners - Sick Leave Payout)  
into #11012210-5881 (WCSO - Sick Leave Payout)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)  
OMB

# Resolution

Number 22-1967

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL  
FUND #11011110 INTO COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners  
Fund #11011110 into Common Pleas Court Fund #11011223 in order to process a vacation and  
sick leave payouts for Jan Egner former employees of the Common Pleas Court:

\$21,147.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Common Pleas Court - Vacation Leave Payout)
\$8,780.00	from	#11011110-5881	(Commissioners - Vacation Leave Payout)
	into	#11011223-5881	(Common Pleas Court - Vacation Leave Payout)

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 22-1968

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN OMB FUND #11011115 AND WORKERS COMP FUND #6636

BE IT RESOLVED, to approve the following appropriation adjustment within OMB fund #11011115 and Workers Comp fund #6636:

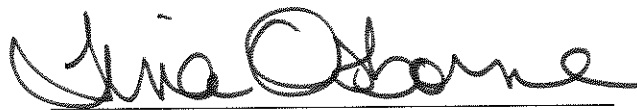
\$ 2,100.00	from	#11011115-5317	(OMB – Non-Capital Purchases)
\$10,000.00	from	#11011115-5910	(OMB – Other Expense)
\$ 8,500.00	into	#11011115-5102	(OMB – Regular Salaries)
\$ 1,500.00	into	#11011115-5811	(OMB – PERS)
\$ 2,000.00	into	#11011115-5820	(OMB – Health & Life Ins)
\$ 100.00	into	#11011115-5871	(OMB – Medicare)
\$ 600.00	from	#66360110-5927	(Workers Comp – Lost Time Claims)
	into	#66360110-5820	(Workers Comp – Health & Life Insurance)

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor              
Appropriation Adj. file  
Supplemental App. file  
OMB (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1969

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND  
COURT OF COMMON PLEAS #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00	from	#11011220-5400	Purchased Services
	into	#11011220-5415	Attorneys - Indigent

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1970

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND  
#10111250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court  
fund #11011250:

\$500.00	from	11011250-5410	(Contracts BOCC Approved)
	into	11011250-5850	(Probate Training/Education)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Probate (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1971

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

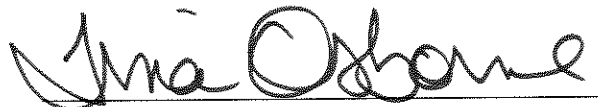
\$41.40	from	#11011600-5114	(Overtime Pay)
	into	#11011600-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1972

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

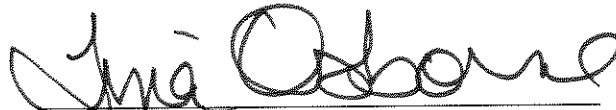
\$5000.00      from #11011600-5114      (Overtime Pay)  
                 into #11011600-5820      (Health & Life Insurance)

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1973

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

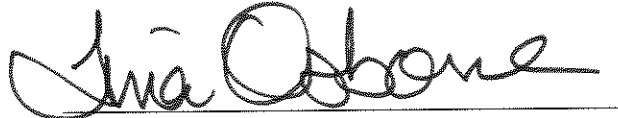
\$ 6,000.00 from #11012812-5850 (Training/Education)  
into #11012812-5940 ( Data Travel )

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)



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

# Resolution

Number 22-1974

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND  
#2202

BE IT RESOLVED, to approve the following appropriation adjustments for end of year payroll:

\$ 10,000.00 from 22023120-5400 (Purchased Services)  
into 22023120-5317 (Non-Capital Purchase)

\$ 1,000.00 from 22023110-5430 (Utilities)  
into 22023110-5474 (GIS / Mapping )

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)

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

# Resolution

Number 22-1975

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUNDS  
#2202

BE IT RESOLVED, to approve the following appropriation adjustments for end of year payroll :

\$ 7,000.00	from	22023110-5820	(Health & Life Insurance)
\$ 3,000.00	into	22023110-5102	(Regular Salaries)
\$ 4,000.00	into	22023110-5811	(PERS)
\$ 8000.00	from	22023130-5820	(Health & Life Insurance )
	Into	22023130-5811	(PERS)

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1976

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following appropriation adjustment within the Dog & Kennel Fund #2206:

\$300.00      from #22062700-5910      (Other Expense)  
                 into #22062700-5114      (Overtime Pay)

\$250.00      from #22062700-5910      (Other Expense)  
                 into #22062700-5811      (PERS)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 22-1977

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURERS FUND  
#2249

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1300.00      from #22491130-5940      (Travel)  
                 into #22491130-5820      (Health & Life Insurance )

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor              
Appropriation Adj. file  
Treasurer (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 22-1978

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:

\$500.00	from	22701240-5811	(PERS)
	into	22701240-5430	(Utilities)

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Mary Haven file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 22-1979

Adopted Date December 20, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:

\$200.00	from	22701240-5811	(PERS)
	into	22701240-5855	(Clothing/Personal Equip)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Mary Haven(file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1980

Adopted Date December 20, 2022

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
TEL	CDW LLC	TEL CDW NUTANIX PURCHASE TO RU	\$ 324,326.33
ENG	CITY OF SOUTH LEBANON	ENG CVT-379 CITY OF SOUTH LEBA	\$ 54,364.49
FAC	FRED B DE BRA CO	FAC HVAC EQUIPMENT- UPS ROOM	\$ 72,459.00
FAC	FRED B DE BRA CO	FAC HVAC EQUIPMENT- NOC ROOM	\$ 123,080.00
FAC	FRED B DE BRA CO	FAC HVAC EQUIPMENT- FRAME ROOM	\$ 36,858.00
TEL	MONTROSE FORD LLC	TEL MONTROSE FORD 2023 EXPEDIT	\$ 55,126.50
WAT	FULLER FORD INC	SEW TB FORD-F150 SUPERCAB V8 4	\$ 45,920.96
FAC	FRED B DE BRA CO	FAC BOILER REPLACEMENT	\$ 50,106.82

**PO CHANGE ORDERS**

Department	Vendor Name	Description	Amount
TEL	CLIMATE CONDITIONING CO	UPS BACKUP POWER UNIT FOR DISPATCH CENTER	\$ 33,604.40 INCREASE
WAT	BUILDING CRAFTS INC	RAR WATER SOFTENING UPGRADES	\$ 29,295.59 DECREASE

12/20/2022 APPROVED:



Martin Russell, Deputy County Administrator



# Resolution

Number 22-1981

Adopted Date December 20, 2022

## APPROVE APPOINTMENTS TO THE BOARD OF TRUSTEES OF THE COMMUNITY AUTHORITY OF UNION VILLAGE

WHEREAS, on March 21, 2017, this Board created the Community Authority of Union Village (the "Authority"), a new community authority organized in accordance with and pursuant to Chapter 349 of the Ohio Revised Code, by adopting Resolution #17-0454; and

WHEREAS, this Board constitutes the "organizational board of commissioners" for the proposed Authority, as that term is defined in Section 349.01(F) of the Ohio Revised Code; and

WHEREAS, as the organizational board of commissioners, this Board shall make appointments to the Board of Trustees of the Authority, pursuant to Resolution #17-0454 and Section 349.04 of the Ohio Revised Code; and

WHEREAS, the term of one citizen member and one local government member of the Board of Trustees of the Authority expired on March 28, 2021, and the term of two citizen members of the Board of Trustees expired on March 28, 2020 and such members have continued to serve as hold-over appointees pursuant to the Authority's bylaws;

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

Section 1. This Board hereby approves the appointments of the following members to the Community Authority of Union Village Board of Trustees for the terms specified herein:

### Citizen Members

### Term

Fred Grimm two (2) year term to expire on March 28, 2024

Walt Davis two (2) year term to expire on March 28, 2024

Martin Russell two (2) year term to expire on March 28, 2025

### Local Government Member

### Term

Tammy Boggs two (2) year term to expire on March 28, 2025

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.


Section 3. This Resolution shall be full force and effect immediately upon its adoption.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Otterbein Home  
Bruce McGary  
T. Zindel  
Appointments file  
Appointees  
L. Lander

# Resolution

Number 22-1982

Adopted Date December 20, 2022

**AMENDING RESOLUTION NO. 12-1391 TO EXTEND THE TERM OF A TAX INCREMENT FINANCING EXEMPTION TO CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF WARREN, OHIO FROM TEN YEARS TO THIRTY YEARS; DECLARING THE IMPROVEMENT TO SUCH PROPERTY TO CONTINUE TO BE A PUBLIC PURPOSE; EXEMPTING ONE HUNDRED PERCENT OF THE VALUE OF SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION FOR ADDITIONAL PERIODS OF EXEMPTION AFTER THE TENTH YEAR OF THE ORIGINAL TAX INCREMENT FINANCING EXEMPTION FOR A TOTAL PERIOD OF UP TO THIRTY YEARS; REQUIRING THE OWNER THEREOF TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES DURING THE PERIODS OF THE ORIGINAL TAX INCREMENT FINANCING EXEMPTION AND THE AMENDED TAX INCREMENT FINANCING EXEMPTION; DESCRIBING THE PUBLIC IMPROVEMENTS MADE OR TO BE MADE TO DIRECTLY BENEFIT THE REAL PROPERTY; CONTINUING TO MAINTAIN A REDEVELOPMENT TAX EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS; AND APPROVING RELATED MATTERS**

**WHEREAS**, an entity known as Miami Valley Gaming & Racing, LLC (the “Developer”), a Delaware limited liability company, developed, and continues to develop, an approximately 120-acre site (as depicted and described in Exhibit A attached hereto and incorporated herein by this reference, the “TIF Site”) located within the territorial boundaries of the County of Warren, Ohio (the “County”), on which it constructed a commercial racetrack and entertainment facility; and

**WHEREAS**, the development of commercial properties in the County benefits the County and its residents by creating economic opportunities, enlarging the property tax base, enhancing County sales tax revenues, and stimulating collateral development in the County; and

**WHEREAS**, the Board of Commissioners of the County of Warren, Ohio, by Resolution No. 12-1391, adopted on October 9, 2012, granted a seventy-five percent (75%) exemption from real property taxation for a period of ten (10) years (the “Original TIF Exemption”) for the improvement to the TIF Site (as defined in Section 3 hereof, the “Improvement”); and

**WHEREAS**, by providing public infrastructure improvements pursuant to the Original TIF Exemption, as that term is defined in Ohio Revised Code Sections 5709.40(A)(8) and 5709.77(H) (as more fully described on Exhibit B attached hereto and incorporated herein by this reference, the “Public Infrastructure Improvements”), the County has facilitated the development of commercial properties for the benefit of the TIF Site, including, without limitation, by facilitating the financing, acquisition, and construction of the Public Infrastructure Improvements; and

**WHEREAS**, Ohio Revised Code Sections 5709.77, 5709.78, 5709.79, and 5709.80 provide for the use of county tax increment financing to pay the costs of Public Infrastructure Improvements, which costs may include, without limitation: (i) the payment for or reimbursement

of costs of the Public Infrastructure Improvements incurred by the Developer or an affiliate of the Developer, the County, Turtlecreek Township, the City of Monroe, Ohio, the Warren County Port Authority, or any other public or private party in cooperation with the County, and (ii) payment of debt service charges, scheduled administrative expenses, and scheduled reserve fund deposits for any debt incurred to finance the costs of the Public Infrastructure Improvements; and

**WHEREAS**, the County received, and continues to receive from the County Treasurer, service payments in lieu of taxes on the exempted portion of the Improvements, as provided in Resolution No. 12-1391, and has used, and plans to continue to use, those service payments in lieu of taxes for the construction of Public Infrastructure Improvements made, to be made, and in the process of being made that directly benefit or, once made, will directly benefit the TIF Site; and

**WHEREAS**, Ohio Revised Code Sections 5709.77, 5709.78, 5709.79, and 5709.80 provide that this Board of Commissioners may, among other things, (a) declare the improvement to real property located in the County to be a public purpose, thereby exempting such improvement from real property taxation for a period of time, (b) specify public infrastructure improvements to be made to benefit those parcels, provide for the making of service payments in lieu of taxes by the owner or owners thereof, and (c) establish a redevelopment tax equivalent fund into which such service payments shall be deposited; and

**WHEREAS**, the County desires to amend Resolution No. 12-1391 to exempt one hundred percent (100%) of each of the Improvements (as defined in Section 3 hereof, the "Improvement") to the TIF Site for a period of thirty (30) years, commencing after the tenth year of the Original TIF Exemption (the "Amended TIF Exemption"); and

**WHEREAS**, the County has determined that it is necessary and appropriate and in the best interests of the County to require the owners of the parcels included in the TIF Site and their successors and assigns (collectively, with their successors and assigns, as owners of the TIF Site, the "Owners") to continue to make service payments in lieu of taxes (as defined in Section 3 hereof, the "Service Payments") with respect to the Improvement pursuant to Ohio Revised Code Section 5709.79; and

**WHEREAS**, the County desires that the service payments in lieu of taxes with respect to the Infrastructure Improvements described on Exhibit B for the extended period should be limited to projects within Turtlecreek Township; and,

**WHEREAS**, the County has additionally determined that it is the intention of the County to pay to the affected school districts all of the taxes that they would have otherwise received if this exemption were not authorized; therefore, a portion of the service payments in lieu of taxes available after the tenth year of the Original Exemption shall be paid to (i) the Lebanon City School District (the "City Schools") in the amount of the taxes that would have been payable to the City Schools if the Improvements had not been exempted from taxation for all periods after the tenth year of the Original TIF Exemption, as provided in this Resolution and in a compensation agreement to be entered into by the County and the City Schools, and (ii) the Warren County Career Center at the same rate and under the same terms received by the City Schools under a compensation agreement to be entered into by the County and the Warren County Career Center

("Career Center," the City Schools and the Career Center collectively being referred to herein as the "School Districts"); and

**WHEREAS**, the City Schools and the Career Center have each received notice of this Amended TIF Exemption and the proposed text of this Resolution at least forty-five (45) business days in advance of the date on which this Resolution is being adopted, in accordance with Ohio Revised Code Section 5709.78(C)(1); and

**WHEREAS**, the City Schools, by the passage of Resolution No. 2022-T-410 on December 8, 2022 approved the Amended TIF Exemption for the period and for the exemption percentage provided in this Resolution on the condition that the City Schools and the County enter into a compensation agreement pursuant to Ohio Revised Code Sections 5709.78(C)(1), 5709.78(C)(2), and 5709.82 [and has waived any further notice requirements of Ohio Revised Code Sections 5709.78 and 5709.83]; and

**WHEREAS**, the Career Center, by the passage of Resolution No. 1187-22 on December 15, 2022 approved the Amended TIF Exemption for the period and for the exemption percentage provided in this Resolution on the condition that the Career Center and the County enter into a compensation agreement pursuant to Ohio Revised Code Sections 5709.78(C)(2), and 5709.82 [and has waived any further notice requirements of Ohio Revised Code Sections 5709.78 and 5709.83].

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

**SECTION 1. The Original TIF Exemption.** Pursuant to Ohio Revised Code Section 5709.78(A), and having previously authorized the Original TIF Exemption with respect to the TIF Site depicted in Exhibit A attached hereto and incorporated herein, this Board of Commissioners finds and determines that amending Resolution No. 12-1391 to extend the length of the Original TIF Exemption and to increase the percentage of the Original TIF Exemption to Improvements at the TIF Site from real property is a public purpose.

**SECTION 2. Continuation of Public Purpose.** In accordance with Ohio Revised Code Section 5709.78(A), this Board of Commissioners hereby declares that Improvements to the TIF Site subsequent to the effective date of Resolution No. 12-1391 were at the time of Resolution No. 12-1391 and remain as of the date of this Resolution a public purpose.

**SECTION 3. Authorization of Amended TIF Exemption.** Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.78(A), this Board of Commissioners hereby:

- (i) Amends the period of the Original TIF Exemption to be thirty (30) years; and
- (ii) Determines to continue the Original TIF Exemption of seventy-five percent (75%) of the increase in assessed value of each parcel comprising the TIF Site of the Improvements (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in Ohio Revised Code Section 5709.77(D))) to each parcel with respect to the TIF

Site from taxation commencing on the first day of the first tax year after the effective date of Resolution No. 12-1391 in which any Improvement that is attributable to the TIF Site first appeared on the tax list and duplicate of real and public utility property (the "Commencement Date") and ending for such parcel on the tenth (10<sup>th</sup>) anniversary of such Commencement Date; and

- (iii) Determines to amend, and hereby does amend, the term and percentage rate of the exemption for each parcel comprising the TIF Site such that one hundred percent (100%) of the Improvements with respect to the TIF Site shall be exempt from taxation commencing for each parcel on the tenth (10<sup>th</sup>) anniversary of the Commencement Date and ending on the earlier of (A) the thirtieth (30<sup>th</sup>) anniversary of the Commencement Date for each parcel or (B) the date on which the cost of the Public Infrastructure Improvements, as defined in Exhibit B attached hereto and incorporated herein, are paid in full from the Redevelopment Tax Equivalent Fund established by Resolution 12-1391, which exemption in years following the tenth (10<sup>th</sup>) anniversary of the Commencement Date has been agreed upon by the City Schools in its Resolution No. 2022-R-410 adopted on December 8, 2022 and by the Career Center in its Resolution No. 1187-22 adopted on December 15, 2022, all pursuant to Ohio Revised Code Sections 5709.78 and 5709.82.

**SECTION 4. Payment of Service Payments.** As provided in Ohio Revised Code Section 5709.79, for the effective duration of the Original TIF Exemption and the Amended TIF Exemption, the Owner of any portion of any parcel comprising the TIF Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the County Treasurer on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 3 hereof. If any reduction in the levies otherwise applicable to such parcel is made by the County budget commission under Ohio Revised Code Section 5705.31, the amount of the service payment in lieu of taxes shall be calculated as if the reduction in levies had not been made. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments"). The Service Payments shall be allocated and distributed in accordance with Section 5 hereof.

**SECTION 5. TIF Fund; Application of Service Payments.** This Board of Commissioners established, pursuant to Resolution No. 12-1391 and in accordance with the provisions of Ohio Revised Code Section 5709.80, a Redevelopment Tax Equivalent Fund, which shall be maintained with respect to the Amended TIF Exemption. The County Treasurer may create one or more accounts or sub-accounts within such fund as appropriate to distinguish the Service Payments received with respect to the Original TIF Exemption and the Amended TIF Exemption established

pursuant to Resolution No. 12-1391 and this Resolution from any tax increment financing programs that may be established by the County in the future and as are necessary to account for payment of the costs of the Public Infrastructure Improvements, including any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. As used in this Resolution, "TIF Fund" shall refer to the specific fund or account that receives the Service Payments provided for in Resolution 12-1391 and this Resolution. The TIF Fund shall be maintained in the custody of the County and shall receive all distributions of Service Payments required to be made to the County. The County shall distribute Service Payments first to the School Districts, in an amount equal to the amount of real property taxes (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvements that the School Districts would have received had the Improvement not been exempt from taxation pursuant to, and only pursuant to, the Amended TIF Exemption and this Resolution. The County (a) at any time following receipt of Service Payments received with respect to the Original TIF Exemption, and (b) for any Service Payments received with respect to the Amended TIF Exemption, at any time following payment of such funds as are required to be paid to the School Districts, shall use any remaining Service Payments received by the County with respect to the TIF Site solely for the purposes authorized in Ohio Revised Code Sections 5709.77, 5709.78, 5709.79, and 5709.80, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with Resolution 12-1391 and this Resolution. For purposes of Resolution 12-1391 and this Resolution, "costs" of the Public Infrastructure Improvements payable from the TIF Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and debt service on any bonds issued to finance the Public Infrastructure Improvements. The TIF Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time said TIF Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the County's General Fund, all in accordance with Ohio Revised Code Section 5709.80. Service Payments received by the County in any year shall be applied to pay the costs of the Public Infrastructure Improvements at the sole discretion of the County.

**SECTION 6.** Public Infrastructure Improvements. This Board of Commissioners hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto as "public infrastructure improvements" (as such term is defined in Ohio Revised Code Sections 5709.40(A)(8) and 5709.77(H)) made, to be made, or in the process of being made, and that, once made, will directly benefit the TIF Site.

**SECTION 7.** Application for Real Property Tax Exemption and Remission. This Board of Commissioners further hereby authorizes and directs its members, the County Administrator, the Director of Economic Development of the County, the County Prosecutor, or other appropriate officers of the County, to sign and execute all documents and make such arrangements as are necessary and proper for the collection of said Service Payments from the Owners of real property located in the TIF Site, which are to be deposited into the TIF Fund.

**SECTION 8. Further Authorizations.** This Board of Commissioners further hereby authorizes and directs each of the its members, County Administrator, the Director of Economic Development of the County, the County Prosecutor, or other appropriate officers of the County, to prepare and sign all agreements, including all School District compensation agreements necessary to implement the terms of this Resolution, and any amendments thereto such that the character of those changes is not substantially adverse to the County, which shall be established conclusively by their signatures thereon, and to prepare and sign all instruments and to take all other actions as may be necessary and appropriate to implement this Resolution.

**SECTION 9. Non-Discriminatory Hiring Policy.** In accordance with Ohio Revised Code Section 5709.832, this Board of Commissioners hereby determines that no employer located in the TIF Site shall deny any individual employment based solely on race, religion, sex, disability, color, national origin or ancestry.

**SECTION 10. Notices.** This Board of Commissioners hereby finds and determines that notice of this proposed Resolution has been delivered to all affected school districts, including the Lebanon City School District and the Warren County Career Center, in accordance with Ohio Revised Code Sections 5709.78(C)(1) and 5709.83, and hereby ratifies the giving of that notice.

Pursuant to Ohio Revised Code Section 5709.78, the Clerk of Board of Commissioners is hereby directed to deliver a copy of this Resolution to the Director of the Department of Development of the State of Ohio within fifteen (15) days after its adoption. On or before March 31 of each year that the exemption set forth in Resolution No. 12-1391 and in Sections 1 through 3 hereof remains in effect, the Director of Economic Development of the County or other authorized officer of this County shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Ohio Revised Code Section 5709.78(H).

**SECTION 11. Tax Incentive Review Council.** The County has created the Warren County Tax Incentive Review Council with the membership of that Council constituted in accordance with Ohio Revised Code Section 5709.85. That Council shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from taxation resulting from the declarations set forth in this Resolution and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

**SECTION 12. Open Meetings.** This Board of Commissioners finds and determines that all formal actions of this Board of Commissioners and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Ohio Revised Code Section 121.22.

**SECTION 13. Effective Date.** This Resolution shall be effective from and after the earliest period provided by law.

[Balance of Page Intentionally Left Blank]



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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Commissioners' file  
Warren County Port Authority  
Turtlecreek Township  
Caleb Bell – Bricker & Eckler

City of Monroe  
Lebanon City Schools  
Warren County Career Center  
Ohio Department of Development (certified)  
RPC (file)

**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Board of Commissioners of Warren County, Ohio.

  
Tina Osborne, Clerk

Dated: Dec. 21, 2022

## EXHIBIT A

### Legal Description of TIF Site

The TIF Site includes the real property described below and shown on the attached site map.

The TIF Site, as of the date of this Resolution, consists of all of Warren County Parcel Nos. 11064000201 and 11064000202.

The TIF Site, as of the date of Resolution No. 12-1391, consisted of real property situated in Turtlecreek Township, City of Lebanon, County of Warren, State of Ohio and being part of Warren County Parcel Nos. 11064000140 and 12363000030 and being all of the real property conveyed by the State of Ohio pursuant to Section 6 of Amended and Substituted House Bill 386 enacted by the 129th General Assembly of the State of Ohio, with the following legal description:

Situated in Sections 6 T3E R3N and 36, Township 4 East, Range 3 North MRS, Township of Turtlecreek, County of Warren, State of Ohio, and being part of that real estate conveyed to the State of Ohio by deed recorded in Deed Book 124, Page 110 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County, Ohio Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southeast corner of Section 6, also being in the centerline of State Route No. 63;

Thence North 5°33'50" East, leaving the centerline of said State Route No. 63, along the east line of said Section 6 for a distance of 30.00 feet to the existing north right-of-way of State Route No. 63;

Thence leaving the east line of said Section 6 along the existing north right-of-way of State Route No. 63 the following five (5) courses:

- 1) North 84°26'10" West for a distance of 783.45 feet;
- 2) North 5°33'50" East for a distance of 25.00 feet;
- 3) North 84°26'10" West for a distance of 35.61 feet;
- 4) South 5°33'50" West for a distance of 25.00 feet;
- 5) North 84°26'10" West for a distance of 181.51 feet to the west line of said State of Ohio tract also being the east line of a 5.223 acre tract conveyed to HLF Financial LLC by deed recorded in Official Record Volume 4946, Page 341;

Thence leaving the existing north right-of-way of State Route No. 63 along the west line of said State of Ohio tract and east line of said HLF Financial LLC tract the following four (4) courses:

- 1) North 29°34'19" West for a distance of 1062.09 feet;
- 2) North 20°56'35" West for a distance of 234.30 feet;
- 3) North 4°26'35" West for a distance of 270.60 feet;
- 4) North 20°03'25" East for a distance of 702.17 feet;

Thence leaving the west line of said State of Ohio tract along a new division line the following two (2) courses:

- 1) South  $84^{\circ}42'21''$  East for a distance of 2633.66 feet;
- 2) South  $5^{\circ}17'39''$  West for a distance of 2063.74 feet to the south line of Section 36, also being in the centerline of said State Route No. 63;

Thence North  $84^{\circ}36'40''$  West, along the south line of said Section 36 and the centerline of State Route No. 63 for a distance of 1055.66 feet to the place of beginning and containing 120.7273 acres, being 70.9643 acres from Warren County Ohio Auditor's parcel number 11064000140 (Section 6) and being 49.7630 acres, total (49.0360) acres net and 0.7270 acres existing right-of-way State Route No. 63) from Warren County Ohio Auditor's parcel number 12363000030 subject however to all covenants, conditions, reservations or easements of record contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to the State of Ohio by deed recorded in Deed Book 124, Page 110 of the Warren County, Ohio Recorder's Office.

This description was prepared from a field survey performed by Woolpert, Inc. under my direction in November of 2011 with bearings based upon the State of Ohio State Plane Coordinate System for the State of Ohio (South Zone).



## EXHIBIT B

### Public Infrastructure Improvements

The Public Infrastructure Improvements consist generally of acquiring and constructing the infrastructure described below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of, as well as the continued maintenance of, the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction or installation of, as well as the continued maintenance of, public utility improvements (including any underground publicly-owned utilities), storm and sanitary sewers (including necessary site grading therefore), police equipment and police station buildings and improvements, fire equipment and fire buildings and improvements, water and fire protection systems, and all other appurtenances thereto;
- Construction, reconstruction or installation of publicly-owned gas, electric, and communication service facilities, and all other appurtenances thereto;
- Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, and all other appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, and all other appurtenances thereto;
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto;
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes;
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements;
- Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF revenues, including but not limited to engineering, architectural, legal, and other consulting and professional services; and
- All inspection fees and other governmental fees related to the foregoing.

The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on any bonds or other obligations issued to finance the Public Infrastructure Improvements.

All of the Public Infrastructure Improvements described above are hereby determined to be “public infrastructure improvements” (as defined in Ohio Revised Code Sections 5709.40(A)(8) and 5709.77(H)) and will directly benefit the real property described in Exhibit A.

# Resolution

Number 12-1391

Adopted Date October 09, 2012

DECLARING THE IMPROVEMENT TO CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF WARREN, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH IMPROVEMENT TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNER THEREOF TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL DIRECTLY BENEFIT THE REAL PROPERTY; AND ESTABLISHING A REDEVELOPMENT TAX EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS

**WHEREAS**, an entity known as Miami Valley Gaming & Racing, LLC (the "Developer"), a Delaware limited liability company, is exploring the development of an approximately 120-acre site (as depicted and described in Exhibit A attached hereto and incorporated herein by this reference, the "TIF Site") located within the territorial boundaries of the County of Warren, Ohio (the "County"), on which it desires to construct a commercial racetrack and entertainment facility; and

**WHEREAS**, the development of commercial properties in the County will benefit the County and its residents by creating economic opportunities, enlarging the property tax base, enhancing County sales tax revenues, and stimulating collateral development in the County; and

**WHEREAS**, by providing public infrastructure improvements, as that term is defined in Ohio Revised Code Sections 5709.40(A)(7) and 5709.77(G) (as more fully described on Exhibit B attached hereto and incorporated herein by this reference, the "Public Infrastructure Improvements"), the County may facilitate the development of commercial properties for the benefit of the TIF Site, including, without limitation, by facilitating the financing, acquisition, and construction of the Public Infrastructure Improvements; and

**WHEREAS**, Ohio Revised Code Sections 5709.77, 5709.78, 5709.79, and 5709.80 provide for the use of county tax increment financing to pay the costs of Public Infrastructure Improvements, which costs may include, without limitation: (i) the payment for or reimbursement of costs of the Public Infrastructure Improvements incurred by the Developer or an affiliate of the Developer, the County, Turtlecreek Township, the City of Monroe, Ohio, the Warren County Port Authority, or any other public or private party in cooperation with the County, and (ii) payment of debt service charges, scheduled administrative expenses, and scheduled reserve fund deposits for any debt incurred to finance the costs of the Public Infrastructure Improvements; and

**WHEREAS**, Ohio Revised Code Sections 5709.77, 5709.78, 5709.79, and 5709.80 provide that this Board of Commissioners may, among other things, (a) declare the improvement to real property located in the County to be a public purpose, thereby exempting such improvement from real property taxation for a period of time, (b) specify public infrastructure improvements to be made to benefit those parcels, provide for the making of service payments in lieu of taxes by the owner or owners thereof, and (c) establish a redevelopment tax equivalent fund into which such service payments shall be deposited; and

**WHEREAS**, the County desires to grant a seventy-five percent (75%) exemption from real property taxation for a period of ten (10) years (the "TIF Exemption") for the improvement to the TIF Site (as defined in Section 1 hereof, the "Improvement"); and

**WHEREAS**, the County has determined that it is necessary and appropriate and in the best interests of the County to require the owners of the parcels included in the TIF Site and their successors and assigns (collectively, with their successors and assigns, as owners of the TIF Site, the "Owners") to make service payments in lieu of taxes (as defined in Section 1 hereof, the "Service Payments") with respect to the Improvement pursuant to Ohio Revised Code Section 5709.79; and

**WHEREAS**, the Lebanon County School District and the Warren County Career Center have each received notice of the TIF Exemption and the proposed text of this Resolution at least fourteen (14) days in advance of the date on which this Resolution is being adopted, in accordance with Ohio Revised Code Sections 5709.78(G) and 5709.83.

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

**SECTION 1. Authorization of TIF Exemption.** Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.78(A), this Board of Commissioners hereby finds and determines that seventy-five percent (75%) of the increase in assessed value of each parcel comprising the TIF Site (the "Exempted Property") subsequent to the effective date of this Resolution (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in Ohio Revised Code Section 5709.77(D)) is declared to be a public purpose, and shall be exempt from real property taxation (the "TIF Exemption") for a period commencing with the tax year to be specified in the DTE-24 exemption application to be filed with respect to a specific parcel comprising the Exempted Property, but in no case later than the tax year commencing on January 1, 2014 (for collection beginning no later than in the year 2015), in which an Improvement to such parcel first appears on the tax list and duplicate of real and public utility property and ending on the earlier of (a) the tenth (10th) anniversary after the commencement of the TIF Exemption with respect to such parcel, or (b) the date on which the Public Infrastructure Improvements are paid for in full. After the TIF Exemption becomes effective, such TIF Exemption shall apply with respect to any parcel when the Improvement to such parcel is made and an exemption therefor is claimed in the manner provided for hereinabove.

**SECTION 2. Payment of Service Payments.** As provided in Ohio Revised Code Section 5709.79, but only after the TIF Exemption is effective, the Owner of a parcel comprising Exempted Property shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the County Treasurer on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. If any reduction in the levies otherwise applicable to such parcel is made by the County budget commission under Ohio Revised Code Section 5705.31, the amount of the service payment in lieu of taxes shall be calculated as if the reduction in levies had not been made. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments"). The Service Payments shall be allocated and distributed in accordance with Section 3 hereof.

**SECTION 3. Creation of TIF Fund; Application of Service Payments.** This Board of Commissioners hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.80, a Redevelopment Tax Equivalent Fund. The County Treasurer may create one or more accounts or sub-accounts within such fund as appropriate to distinguish the Service Payments received with respect to the TIF Exemption established pursuant to this Resolution from any tax increment financing programs that may be established by the County in the future and as are necessary to account for payment of the costs of the Public Infrastructure Improvements, including any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. As used in this Resolution, "TIF Fund" shall refer to the specific fund or account that receives the Service Payments provided for in this Resolution. The TIF Fund shall be maintained in the custody of the County and shall receive all distributions of Service Payments required to be made to the County. Those Service Payments received by the County with respect to the Exempted Property, shall be used solely for the purposes authorized in Ohio Revised Code Sections 5709.77, 5709.78, 5709.79, and 5709.80, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Resolution. For purposes of this Resolution, "costs" of the Public Infrastructure Improvements payable from the TIF Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and debt service on any bonds issued to finance the Public Infrastructure Improvements. The TIF Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time said TIF Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the County's General Fund, all in accordance with Ohio Revised Code Section 5709.80. Service Payments received by the County in any year shall be applied to pay the costs of the Public Infrastructure Improvements at the sole discretion of the County.

**SECTION 4. Public Infrastructure Improvements.** This Board of Commissioners hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto as "public infrastructure improvements" (as such term is defined in Ohio Revised Code Sections 5709.40(A)(7) and 5709.77(G)) made, to be made, or in the process of being made, and that, once made, will directly benefit the TIF Site.

**SECTION 5. Application for Real Property Tax Exemption and Remission.** This Board of Commissioners further hereby authorizes and directs the County Administrator, the Director of Economic Development of the County, the County Prosecutor, or other appropriate officers of the County, to sign and execute all documents and make such arrangements as are necessary and proper for collection of said Service Payments from the Owners of real property located in the TIF Site, which are to be deposited into the TIF Fund.

**SECTION 6. Further Authorizations.** This Board of Commissioners further hereby authorizes and directs each of the County Administrator, the Director of Economic Development of the County, the County Prosecutor, or other appropriate officers of the County, to prepare and sign all agreements, and any amendments thereto such that the character of those changes is not substantially adverse to the County, which shall be established conclusively by their signatures thereon, and to prepare and sign all instruments and to take all other actions as may be necessary and appropriate to implement this Resolution.

**SECTION 7. Non-Discriminatory Hiring Policy.** In accordance with Ohio Revised Code Section 5709.832, this Board of Commissioners hereby determines that no employer located in the TIF Site shall deny any individual employment based solely on race, religion, sex, disability, color, national origin or ancestry.



**SECTION 8. Notices.** This Board of Commissioners hereby finds and determines that notice of this proposed Resolution has been delivered to all affected school districts, including the Lebanon City School District and the Warren County Career Center, in accordance with Ohio Revised Code Sections 5709.78(G) and 5709.83, and hereby ratifies the giving of that notice.

Pursuant to Ohio Revised Code Section 5709.78, the Clerk of Board of Commissioners is hereby directed to deliver a copy of this Resolution to the Director of the Department of Development of the State of Ohio within fifteen (15) days after its adoption. On or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the Director of Economic Development of the County or other authorized officer of this County shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Ohio Revised Code Section 5709.78(G).

**SECTION 9. Tax Incentive Review Council.** The County has created the Warren County Tax Incentive Review Council with the membership of that Council constituted in accordance with Ohio Revised Code Section 5709.85. That Council shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from taxation resulting from the declarations set forth in this Resolution and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

**SECTION 10. Open Meetings.** This Board of Commissioners finds and determines that all formal actions of this Board of Commissioners and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Ohio Revised Code Section 121.22.

**SECTION 11. Effective Date.** This Resolution shall be effective from and after the earliest period provided by law.

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

Mr. Young – yea  
Mr. Ariss – yea  
Mrs. South – yea

Resolution adopted this 9<sup>th</sup> day of October 2012.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor \_\_\_\_\_  
Commissioners' file  
Warren County Port Authority  
Turtlecreek Township (file)  
Caleb Bell – Bricker & Eckler

City of Monroe (file)  
Lebanon City Schools  
Warren County Career Center  
Ohio Department of Development (certified)  
RPC (file)

**EXHIBIT A**

**Legal Description of TIF Site**

The TIF Site includes the real property described below and shown on the attached site map.

Situated in Turtlecreek Township, City of Lebanon, County of Warren, State of Ohio and being part of Warren County Parcel Nos. 11064000140 and 12363000030 and being all of the real property conveyed by the State of Ohio pursuant to Section 6 of Amended and Substituted House Bill 386 enacted by the 129th General Assembly of the State of Ohio, with the following legal description:

Situated in Sections 6 T3E R3N and 36, Township 4 East, Range 3 North MRS, Township of Turtlecreek, County of Warren, State of Ohio, and being part of that real estate conveyed to the State of Ohio by deed recorded in Deed Book 124, Page 110 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County, Ohio Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southeast corner of Section 6, also being in the centerline of State Route No. 63;

Thence North 5°33'50" East, leaving the centerline of said State Route No. 63, along the east line of said Section 6 for a distance of 30.00 feet to the existing north right-of-way of State Route No. 63;

Thence leaving the east line of said Section 6 along the existing north right-of-way of State Route No. 63 the following five (5) courses:

- 1) North 84°26'10" West for a distance of 783.45 feet;
- 2) North 5°33'50" East for a distance of 25.00 feet;
- 3) North 84°26'10" West for a distance of 35.61 feet;
- 4) South 5°33'50" West for a distance of 25.00 feet;
- 5) North 84°26'10" West for a distance of 181.51 feet to the west line of said State of Ohio tract also being the east line of a 5.223 acre tract conveyed to HLF Financial LLC by deed recorded in Official Record Volume 4946, Page 341;

Thence leaving the existing north right-of-way of State Route No. 63 along the west line of said State of Ohio tract and east line of said HLF Financial LLC tract the following four (4) courses:

- 1) North 29°34'19" West for a distance of 1062.09 feet;
- 2) North 20°56'35" West for a distance of 234.30 feet;
- 3) North 4°26'35" West for a distance of 270.60 feet;
- 4) North 20°03'25" East for a distance of 702.17 feet;

Thence leaving the west line of said State of Ohio tract along a new division line the following two (2) courses:

- 1) South 84°42'21" East for a distance of 2633.66 feet;

- 2) South 5°17'39" West for a distance of 2063.74 feet to the south line of Section 36, also being in the centerline of said State Route No. 63;

Thence North 84°36'40" West, along the south line of said Section 36 and the centerline of State Route No. 63 for a distance of 1055.66 feet to the place of beginning and containing 120.7273 acres, being 70.9643 acres from Warren County Ohio Auditor's parcel number 11064000140 (Section 6) and being 49.7630 acres, total (49.0360) acres net and 0.7270 acres existing right-of-way State Route No. 63) from Warren County Ohio Auditor's parcel number 12363000030 subject however to all covenants, conditions, reservations or easements of record contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to the State of Ohio by deed recorded in Deed Book 124, Page 110 of the Warren County, Ohio Recorder's Office.

This description was prepared from a field survey performed by Woolpert, Inc. under my direction in November of 2011 with bearings based upon the State of Ohio State Plane Coordinate System for the State of Ohio (South Zone).

[Attach Map of TIF Site.]



Hartlebeck TWP

Monroe

63

Western County GIS  
 Customized Property Map

0 45 90 180  
 Feet

North

1/4 inch = 500 feet

## EXHIBIT B

### Public Infrastructure Improvements

The Public Infrastructure Improvements consist generally of acquiring and constructing the infrastructure described below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction or installation of public utility improvements (including any underground publicly-owned utilities), storm and sanitary sewers (including necessary site grading therefore), police equipment and police station buildings and improvements, fire equipment and fire buildings and improvements, water and fire protection systems, and all other appurtenances thereto;
- Construction, reconstruction or installation of publicly-owned gas, electric, and communication service facilities, and all other appurtenances thereto;
- Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, and all other appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, and all other appurtenances thereto;
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto;
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes;
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements;
- Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF revenues, including but not limited to engineering, architectural, legal, and other consulting and professional services; and
- All inspection fees and other governmental fees related to the foregoing.

The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on any bonds or other obligations issued to finance the Public Infrastructure Improvements.

All of the Public Infrastructure Improvements described above are hereby determined to be “public infrastructure improvements” (as defined in Ohio Revised Code Sections 5709.40(A)(7) and 5709.77(G)) and will directly benefit the real property described in Exhibit A.

RECEIPT OF DIRECTOR OF DEVELOPMENT SERVICES OF THE STATE  
OF OHIO FOR LEGISLATION DECLARING CERTAIN IMPROVEMENTS  
TO REAL PROPERTY TO BE EXEMPT FROM REAL PROPERTY  
TAXATION PURSUANT TO OHIO REVISED CODE SECTION 5709.78(A)

The undersigned, ~~the Director~~ of Development Services of the State of Ohio, hereby certifies that a certified copy of a resolution duly adopted by the Board of Commissioners of Warren County, Ohio (the "County") on October 9, 2012, declaring the improvement of certain real property located in the County to be a public purpose and declaring a portion of such property to be exempt from real property taxation pursuant to Ohio Revised Code Section 5709.78(A) was filed in this office on 10/17, 2012.

WITNESS my hand and official seal at Columbus, Ohio this 19<sup>th</sup> day of October.

  
\_\_\_\_\_  
Director, Ohio Development Services Agency



# Resolution

Number 22-1983

Adopted Date December 20, 2022

## **A RESOLUTION TERMINATING A THE GREENS OF BUNNELL HILL INCENTIVE AGREEMENT AND REDISTRIBUTING ANY REMAINING FUNDS TO THE COUNTY GENERAL FUND**

WHEREAS, this Board of Commissioners of Warren County, Ohio (the "Board") pursuant to Resolution 05-2005 created a Tax Increment Financing District under Section 5709.78 *et seq.* of the Ohio Revised Code entitled the Greens of Bunnell Hill Incentive District TIF for the purpose of financing certain improvements in the County in order to meet the needs of the area; and

WHEREAS, the Greens of Bunnell Hill Incentive District TIF Fund was created under Section 5709.80 of the Ohio Revised Code; and

WHEREAS, the Greens of Bunnell Hill Incentive District TIF Fund will collect sufficient funds in the Tax Year 2022 collection to fully cover all debts borrowed for the purpose of completing such improvements; and

WHEREAS, all of the certain improvements intended to be provided for the area have been completed and the purposes for which the funds in said Fund could be used will be fulfilled; and

WHEREAS, Section 5709.80(D) allows for the remaining surplus remaining in the account to be transferred to the general fund of the County.

NOW, THEREFORE, BE IT RESOLVED by at least a majority of the Board :

**SECTION 1.** That this Board hereby finds and declares that certain public improvements in the County, to wit: the purchase of certain streets, the planning, design and construction and/or of public street improvements including pavements, walkways, traffic control devices, landscaping and alterations to existing streets; the planning, design and construction of utilities including but not limited to water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, storm water sewers and retention/detention facilities; the planning, design and construction of public safety facilities; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the public improvements listed above (the "Public Improvements"), have been completed and that no future revenue is needed to fund said improvements.

**SECTION 2.** That pursuant to 5709.78 the Board hereby terminates the Greens of Bunnell Hill Incentive District effective December 31, 2022.

**SECTION 3.** That all parcels exempted as a result of County Resolution #05-2005 are no longer exempt from taxation nor subject to service payments in lieu of taxes as of

December 31, 2022.

**SECTION 4.** That pursuant to Section 5709.80 of the Ohio Revised Code, the Service Payments were deposited into the Fund throughout the existence of the District in accordance with law.

**SECTION 5.** That money was borrowed for the purposes of public improvements servicing the area and that repayment of such debt will be fully defeased by service payments made in Calendar Year 2023.

**SECTION 6.** That pursuant to Section 5709.80 (D) of the Ohio Revised Code, incidental funds remaining after the termination of the Greens of Bunnell Hill Incentive District by this resolution and all expenses, and the debts have been paid shall be transferred to the County General Fund and converted to County general revenue.

**SECTION 7.** That the Clerk is hereby directed to forward a copy of this Resolution to the County Auditor of Warren County.

**SECTION 8.** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 7.** That this Resolution shall be effective at the earliest date allowed by law.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)  
Economic Development (file)  
Auditor



RID file


**AUTHENTICATION**

This is to certify that this Resolution was duly passed by the Board of Commissioners of Warren County, Ohio and filed with the Clerk of the Board of County Commissioners, this <sup>th</sup> day of December, 2022.

  
Clerk

**CERTIFICATE**


I hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Board of Commissioners of Warren County, Ohio, and was certified to the County Auditor of Warren County and the Springboro Community City School District.

  
Clerk

Dated: 12.20.22

**RECEIPT**

The undersigned hereby acknowledges receipt of a certified copy of the foregoing resolution.

  
Warren County Auditor

Dated: 12.20.22

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1984

Adopted Date December 20, 2022

## APPROVE 2023 ANNUAL APPROPRIATIONS

BE IT RESOLVED, to approve 2023 annual appropriations for funds 1101 to 6650 as attached hereto and made a part hereof.

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

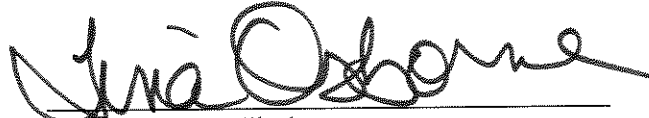
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓  
Budget file  
Tina Osborne  
Tiffany Zindel  
Martin Russell

## 2023 ANNUAL APPROPRIATIONS

### 11011110 COMMISSIONERS

11011110	5101	GENL BOCC ELECT OFFICIAL	\$	295,689.00
11011110	5102	GENL BOCC REG SALARIES	\$	343,708.00
11011110	5114	GENL BOCC OVERTIME PAY	\$	550.00
11011110	5210	GENL BOCC MATERIAL & SUPPLIES	\$	205,000.00
11011110	5310	VEHICLES CAPITAL OUTLAY	\$	-
11011110	5317	GENL BOCC NON CAPITAL PURCHASE	\$	10,000.00
11011110	5318	DATA BD APPROV NON CAP	\$	-
11011110	5320	GENL BOCC CAPITAL PURCHASE	\$	62,000.00
11011110	5321	DT BD APR CAP BOCC	\$	-
11011110	5370	SOFTWARE	\$	-
11011110	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011110	5400	GENL BOCC PURCHASED SERVICES	\$	300,000.00
11011110	5410	CONTRACTS BOCC APPROVED	\$	-
11011110	5421	GENL BOCC RENT OR LEASE	\$	-
11011110	5460	GENL BOCC INSURANCE	\$	500.00
11011110	5511	GENL BOCC INTEREST	\$	-
11011110	5512	GENL BOCC PRINCIPAL	\$	-
11011110	5811	GENL BOCC PERS	\$	91,249.00
11011110	5820	GENL BOCC HEALTH & LIFE INS	\$	91,773.00
11011110	5830	GENL BOCC WORKERS COMP	\$	65,000.00
11011110	5840	GENL BOCC UNEMPLOYMENT COMP	\$	65,000.00
11011110	5850	GENL BOCC TRAINING & EDUCATION	\$	20,000.00
11011110	5871	GENL BOCC MEDICARE	\$	9,451.00
11011110	5881	GENL BOCC SICK LEAVE PAYOUT	\$	150,000.00
11011110	5882	GENL BOCC VAC LEAVE PAYOUT	\$	150,000.00
11011110	5910	GENL BOCC OTHER EXPENSE	\$	482,194.00
11011110	5911	NON TAXABLE MEAL FRINGE	\$	-
11011110	5922	TAXABLE MEAL FRINGE	\$	-
11011110	5940	GENL BOCC TRAVEL	\$	-
11011110	5997	OPERATIONAL TRANSFERS	\$	-

TOTAL COMMISSIONERS \$ 2,342,114.00

### 11011111 BOCC GRANTS

11011111	5711	GENL BOCC GRANT APPEALS COURT	\$	136,000.00
11011111	5712	GENL BOCC GRANT DRUG TASK FORC	\$	163,769.00
11011111	5721	GENL BOCC GRANT OSU EXTENSION	\$	289,281.00
11011111	5722	GENL BOCC GRANT AGRIC SOCIETY	\$	26,425.00
11011111	5723	GENL BOCC GRANT SOIL & WATER	\$	280,000.00

11011111	5729	GENL BOCC GRANT WC PORT AUTHTY	\$	56,200.00
11011111	5735	GENL BOCC GRNT LOCAL COOP AGMT	\$	38,000.00
11011111	5739	GENL BOCC GRNT EDUCATL SVC CTR	\$	561,625.00
11011111	5745	GENL BOCC GRNT CRIPPLE CHLD SH	\$	934,578.00
11011111	5746	GENL BOCC GRANT HISTORICAL SOC	\$	50,000.00
11011111	5783	GENL BOCC GRANT HUMANE SOCIETY	\$	-
11011111	5784	GENL BOCC GRANT PARK DISTRICT	\$	-
11011111	5793	GENL BOCC GRANT REG PLANNING	\$	235,400.00
11011111	5797	GENL BOCC GRANT OKI SHARE	\$	81,500.00
11011111	5799	GENL BOCC GRANT AIRPORT AUTH	\$	88,325.00

TOTAL BOCC GRANTS \$ 2,941,103.00

11011112 BOCC OPERATING TRANSFERS

11011112	5703	GENL BOCC OT OTHER COUNTY GOVT	\$	9,729.00
11011112	5742	GENL BOCC OT HUMAN SVC MANDATE	\$	203,178.00
11011112	5744	GENL BOCC OT MARY HAVEN HOME	\$	1,005,472.00
11011112	5748	GENL BOCC OT CHILD SUPPORT INC	\$	177,223.00
11011112	5749	GENL BOCC OT CHILDREN SERVICES	\$	-
11011112	5785	GENL BOCC OT COUNTY CONSTRUCTN	\$	-
11011112	5786	GENL BOCC OT HAZMAT	\$	27,119.00
11011112	5787	GENL BOCC OT DOG & KENNEL	\$	-
11011112	5795	GENL BOCC OT EMERG MGMT AGENCY	\$	103,155.00
11011112	5796	GENL BOCC OT TRANSIT OPERATING	\$	-
11011112	5997	GENL BOCC OT OPERATIONAL TRANS	\$	1,100,000.00

TOTAL BOCC OPERATING TRANSFE \$ 2,625,876.00

11011115 OFFICE MANAGEMENT BUDGET

11011115	5102	GENL OMB REGULAR SALARIES	\$	318,368.00
11011115	5114	GENL OMB OVERTIME PAY	\$	250.00
11011115	5210	GENL OMB MATERIAL & SUPPLIES	\$	5,000.00
11011115	5310	VEHICLES CAPITAL OUTLAY	\$	-
11011115	5317	GENL OMB NON CAPITAL PURCHASES	\$	10,000.00
11011115	5318	DATA BD APPROV NON CAP	\$	-
11011115	5321	DT BD APR CAP BOCC	\$	-
11011115	5370	SOFTWARE	\$	-
11011115	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011115	5400	GENL OMB PURCHASES SERVICES	\$	27,000.00
11011115	5410	CONTRACTS BOCC APPROVED	\$	-
11011115	5421	RENT OR LEASE	\$	-
11011115	5811	GENL OMB PERS	\$	44,572.00
11011115	5820	GENL OMB HEALTH & LIFE INS	\$	68,712.00
11011115	5850	GENL OMB TRAINING & EDUCATION	\$	17,500.00
11011115	5871	GENL OMB MEDICARE	\$	4,617.00
11011115	5881	SICK LEAVE PAYOUT	\$	-
11011115	5882	VACATION LEAVE PAYOUT	\$	-

11011115	5910	GENL OMB OTHER EXPENSE	\$	19,190.00
11011115	5911	NON TAXABLE MEAL FRINGE	\$	-
11011115	5922	TAXABLE MEAL FRINGE	\$	-
11011115	5940	GENL OMB TRAVEL	\$	2,000.00

TOTAL OFFICE MANAGEMENT BUDG \$ 517,209.00

11011116 ECONOMIC DEVELOPMENT

11011116	5102	GENL ECON DEV REGULAR SALARIES	\$	181,567.00
11011116	5114	GENL ECON DEV OVERTIME	\$	-
11011116	5210	GENL ECON DEV MAT'L & SUPPLIES	\$	7,500.00
11011116	5317	GENL ECON DEV NON CAPITAL PURC	\$	2,300.00
11011116	5318	DATA BD APPROV NON CAP	\$	-
11011116	5370	SOFTWARE	\$	3,200.00
11011116	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011116	5400	GENL ECON DEV PURCHASED SVCS	\$	14,428.00
11011116	5811	GENL ECON DEV PERS	\$	25,070.00
11011116	5820	GENL ECON DV HEALTH & LIFE INS	\$	30,292.00
11011116	5830	GENL ECON DEV WORKERS COMP	\$	-
11011116	5850	GENL ECON DEV TRAING & EDUCATN	\$	7,500.00
11011116	5871	GENL ECON DEV MEDICARE	\$	2,597.00
11011116	5881	SICK LEAVE PAYOUT	\$	-
11011116	5882	VACATION LEAVE PAYOUT	\$	-
11011116	5910	GENL ECON DEV OTHER EXPENSE	\$	121,659.00
11011116	5911	NON TAXABLE MEAL FRINGE	\$	-
11011116	5922	TAXABLE MEAL FRINGE	\$	-
11011116	5940	GENL ECON DEV TRAVEL	\$	-

TOTAL ECONOMIC DEVELOPMENT \$ 396,113.00

11011120 AUDITOR

11011120	5101	GENL AUDITOR ELECTED OFFICIALS	\$	110,258.00
11011120	5102	GENL AUDITOR REGULAR SALARIES	\$	816,847.00
11011120	5114	GENL AUDITOR OVERTIME PAY	\$	9,000.00
11011120	5210	GENL AUDIT MATERIAL & SUPPLIES	\$	20,000.00
11011120	5317	GENL AUDITOR NON CAPITAL PURCH	\$	13,000.00
11011120	5318	DATA BD APPROV NON CAP	\$	8,000.00
11011120	5370	SOFTWARE NON DATA BOARD	\$	5,000.00
11011120	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011120	5400	GENL AUDITOR PURCHASED SERVICE	\$	40,000.00
11011120	5410	CONTRACTS BOCC APPROVED	\$	-
11011120	5460	GENL AUDITOR INSURANCE	\$	1,200.00
11011120	5811	GENL AUDITOR PERS	\$	131,055.00
11011120	5820	GENL AUDITOR HEALTH & LIFE INS	\$	176,808.00
11011120	5830	GENL AUDITOR WORKERS COMP	\$	18,722.00
11011120	5840	UNEMPLOYMENT COMP	\$	-
11011120	5850	GENL AUDITOR TRAINING & EDUCTN	\$	8,000.00

11011120	5855	GENL AUDITOR CLOTHING-PERS EQ	\$	2,000.00
11011120	5871	GENL AUDITOR MEDICARE	\$	13,574.00
11011120	5881	SICK LEAVE PAYOUT	\$	-
11011120	5882	GENL AUDITOR VACATION PAYOUT	\$	-
11011120	5899	GENL AUDITOR DIRECT DEPOSIT	\$	6,000.00
11011120	5910	GENL AUDITOR OTHER EXPENSE	\$	4,500.00
11011120	5911	NON TAXABLE MEAL FRINGE	\$	1,275.00
11011120	5922	TAXABLE MEAL FRINGE	\$	-
11011120	5940	GENL AUDITOR TRAVEL	\$	3,000.00

TOTAL AUDITOR \$ 1,388,239.00

11011130 TREASURER

11011130	5101	GENL TREAS ELECTED OFFICIALS	\$	87,422.00
11011130	5102	GENL TREAS REGULAR SALARIES	\$	480,111.00
11011130	5114	GENL TREAS OVERTIME PAY	\$	13,300.00
11011130	5210	GENL TREAS MATERIAL & SUPPLIES	\$	12,000.00
11011130	5317	GENL TREAS NON CAPITAL PURCHAS	\$	500.00
11011130	5318	DATA BD APPROV NON CAP	\$	1,000.00
11011130	5321	DT BD APR CAP BOCC	\$	-
11011130	5370	SOFTWARE NON DATA BOARD	\$	2,000.00
11011130	5400	GENL TREAS PURCHASED SERVICES	\$	15,000.00
11011130	5421	GENL TREAS RENT OR LEASE	\$	2,000.00
11011130	5811	GENL TREAS PERS	\$	81,316.00
11011130	5820	GENL TREAS HEALTH & LIFE INS	\$	109,438.00
11011130	5830	GENL TREAS WORKERS COMP	\$	80,000.00
11011130	5871	GENL TREAS MEDICARE	\$	8,422.00
11011130	5881	SICK LEAVE PAYOUT	\$	-
11011130	5882	VACATION LEAVE PAYOUT	\$	-
11011130	5910	GENL TREAS OTHER EXPENSE	\$	15,000.00
11011130	5940	GENL TREAS TRAVEL	\$	5,000.00

TOTAL TREASURER \$ 912,509.00

11011150 PROSECUTOR

11011150	5101	GENL PROS ELECTED OFFICIALS	\$	150,744.00
11011150	5102	GENL PROS REGULAR SALARIES	\$	2,489,848.00
11011150	5210	GENL PROS MATERIAL & SUPPLIES	\$	31,081.00
11011150	5310	VEHICLES CAPITAL OUTLAY	\$	-
11011150	5317	GENL PROS NON CAPITAL PURCHASE	\$	6,427.00
11011150	5318	DATA BD APPROV NON CAP	\$	-
11011150	5320	GENL PROS CAPITAL PURCHASES	\$	-
11011150	5321	DT BD APR CAP BOCC	\$	-
11011150	5370	SOFTWARE NON DATA BOARD	\$	55,653.00
11011150	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011150	5400	GENL PROS PURCHASED SERVICES	\$	33,114.00
11011150	5410	CONTRACTS BOCC APPROVED	\$	-

11011150	5421	RENT OR LEASE	\$	-
11011150	5460	GENL PROS INSURANCE	\$	428.00
11011150	5811	GENL PROS PERS	\$	369,683.00
11011150	5820	GENL PROS HEALTH & LIFE INS	\$	435,328.00
11011150	5830	GENL PROS WORKERS COMP	\$	7,619.00
11011150	5840	GENL PROS UNEMPLOYMENT COMP	\$	22,276.00
11011150	5850	GENL PROS TRAINING/EDUCATION	\$	5,356.00
11011150	5871	GENL PROS MEDICARE	\$	38,289.00
11011150	5881	GENL PROS SICK LEAVE PAYOUT	\$	-
11011150	5882	GENL PROS VAC LEAVE PAYOUT	\$	-
11011150	5910	GENL PROS OTHER EXPENSE	\$	30,597.00
11011150	5911	NON TAXABLE MEAL FRINGE	\$	2,142.00
11011150	5920	GENL PROS ALLOWANCES	\$	75,372.00
11011150	5922	TAXABLE MEAL FRINGE	\$	214.00
11011150	5940	GENL PROS TRAVEL	\$	3,120.00

TOTAL PROSECUTOR \$ 3,757,291.00

11011160 RECORDER

11011160	5101	GENL RECORDR ELECTED OFFICIALS	\$	83,563.00
11011160	5102	GENL RECORDR REGULAR SALARIES	\$	450,000.00
11011160	5210	GENL RECORDR MATERIAL & SUPPLY	\$	4,000.00
11011160	5317	GENL RECORDR NON CAPITAL PURCH	\$	-
11011160	5811	GENL RECORDR PERS	\$	80,000.00
11011160	5820	GENL RECORDR HEALTH & LIFE INS	\$	65,000.00
11011160	5830	GENL RECORDR WORKERS COMP	\$	11,000.00
11011160	5850	GENL RECORDR TRAINING/EDUCATN	\$	4,000.00
11011160	5855	GENL RECORDR CLOTHING/PERS EQ	\$	1,200.00
11011160	5871	GENL RECORDR MEDICARE	\$	8,000.00
11011160	5881	GENL RECORDR SICK LEAVE PAYOUT	\$	-
11011160	5882	GENL RECORDR VAC LEAVE PAYOUT	\$	-
11011160	5910	GENL RECORDR OTHER EXPENSE	\$	10,000.00
11011160	5940	GENL RECORDR TRAVEL	\$	1,000.00

TOTAL RECORDER \$ 717,763.00

11011220 COURT OF COMMON PLEAS

11011220	5101	COMM PLEAS ELECTED OFFICIALS	\$	42,000.00
11011220	5102	COMM PLEAS REGULAR SALARIES	\$	1,376,728.00
11011220	5133	COM PLEAS CO DERIVED TRANSCRIPT	\$	52,130.00
11011220	5160	COMM PLEAS VISITING JUDGES	\$	3,000.00
11011220	5181	COM PLEAS CT REPORTER CONTRACT	\$	-
11011220	5199	OTHERS PERSONAL SERVICES	\$	2,000.00
11011220	5210	COMM PLEAS MATERIAL & SUPPLIES	\$	18,000.00
11011220	5317	COM PLEAS NON CAPITAL PURCHASE	\$	5,000.00
11011220	5318	DATA BD APPROV NON CAP	\$	5,000.00
11011220	5320	COMM PLEAS CAPITAL PURCHASE	\$	-

11011220	5370	SOFTWARE NON DATA BOARD	\$	25,000.00
11011220	5400	COMM PLEAS PURCHASED SERVICES	\$	50,000.00
11011220	5415	COMM PLEAS ATTORNEY-INDIGENT	\$	585,000.00
11011220	5421	COMM PLEAS RENT OR LEASE	\$	20,000.00
11011220	5441	JURY/WITN/INTERP FEE	\$	77,000.00
11011220	5811	COMM PLEAS PERS	\$	196,463.00
11011220	5820	COMM PLEAS HEALTH & LIFE INS	\$	313,584.00
11011220	5830	COM PLEAS WORKERS COMPENSATION	\$	1,500.00
11011220	5850	COMM PLEAS TRAINING/EDUCATION	\$	2,000.00
11011220	5855	COM PLEAS CLOTHG/PERSNAL EQUIP	\$	-
11011220	5871	COMM PLEAS MEDICARE	\$	21,012.00
11011220	5881	SICK LEAVE PAYOUT	\$	-
11011220	5882	COMM PLEAS VACATION PAYOUT	\$	-
11011220	5910	COMM PLEAS OTHER EXPENSE	\$	8,500.00
11011220	5911	NON TAXABLE MEAL FRINGE	\$	2,500.00
11011220	5922	TAXABLE MEAL FRINGE	\$	500.00
11011220	5940	COMM PLEAS TRAVEL	\$	2,000.00

TOTAL COURT OF COMMON PLEAS \$ 2,808,917.00

11011221 COMMON PLEAS CT CAPITAL CASES

11011221	5400	CP CAPITAL PURCHASED SERVICES	\$	30,000.00
11011221	5415	CP CAPITAL ATTORNEY-INDIGENT	\$	80,000.00
11011221	5418	CP CAPTL ATY-INDIGENT CAP CASE	\$	-
11011221	5441	CP CAPITAL JURY/WITNESS FEE	\$	5,000.00
11011221	5910	CP CAPITAL OTHER EXPENSE	\$	2,000.00
11011221	5911	NON TAXABLE MEAL FRINGE	\$	2,000.00

TOTAL COMMON PLEAS CT CAPITA \$ 119,000.00

11011222 CPC-PRETRIAL SERVICES

11011222	5102	CP PRETRIAL REGULAR SALARIES	\$	-
11011222	5210	CP PRETRIAL MAT'L & SUPPLIES	\$	-
11011222	5317	CP PRETRIAL NON CAPITAL PURCH	\$	-
11011222	5400	CP PRETRIAL PURCHASED SERVICES	\$	-
11011222	5421	CP PRETRIAL RENT OR LEASE	\$	-
11011222	5460	CP PRETRIAL INSURANCE	\$	-
11011222	5811	CP PRETRIAL PERS	\$	-
11011222	5820	CP PRETRIAL HEALTH & LIFE INS	\$	-
11011222	5850	CP PRETRIAL TRAINING/EDUCATION	\$	-
11011222	5871	CP PRETRIAL MEDICARE	\$	-
11011222	5882	CP PRETRIAL VACATION PAYOUT	\$	-
11011222	5910	CP PRETRIAL OTHER EXPENSE	\$	-
11011222	5940	CP PRETRIAL TRAVEL	\$	-

TOTAL CPC-PRETRIAL SERVICES \$ -



11011223 COMMON PLEAS COURT SERVICES

11011223	5102	CP PROB REGULAR SALARIES	\$ 1,881,277.00
11011223	5210	CP PROB MATERIAL & SUPPLIES	\$ 30,000.00
11011223	5317	CP PROB NON CAPITAL PURCHASE	\$ 5,000.00
11011223	5318	DATA BD APPROV NON CAP	\$ 5,000.00
11011223	5370	SOFTWARE NON DATA BOARD	\$ 15,000.00
11011223	5400	CP PROB PURCHASED SERVICES	\$ 12,200.00
11011223	5421	RENT OR LEASE	\$ 2,800.00
11011223	5460	CP PROB INSURANCE	\$ 2,600.00
11011223	5811	CP PROB PERS	\$ 262,378.00
11011223	5820	CP PROB HEALTH & LIFE INSURANC	\$ 419,570.00
11011223	5830	CP PROB WORKERS COMPENSATION	\$ 3,500.00
11011223	5840	CP PROB UNEMPLOYMENT COMPENSTN	\$ -
11011223	5850	CP PROB TRAINING/EDUCATION	\$ 3,500.00
11011223	5855	CP PROB CLOTHING/PERSONAL EQUI	\$ 4,000.00
11011223	5871	CP PROB MEDICARE	\$ 27,278.00
11011223	5881	CP PROB SICK LEAVE PAYOUT	\$ -
11011223	5882	CP PROB VACATION LEAVE PAYOUT	\$ -
11011223	5910	OTHER EXPENSE	\$ 4,000.00
11011223	5911	NON TAXABLE MEAL FRINGE	\$ 1,300.00
11011223	5922	TAXABLE MEAL FRINGE	\$ 200.00
11011223	5940	CP PROB TRAVEL	\$ 1,500.00

TOTAL COMMON PLEAS COURT SER \$ 2,681,103.00

11011224 COMMON PLEAS COMMUNITY CORRCTN

11011224	5102	CP COMM CORR REGULAR SALARIES	\$ -
11011224	5210	CP COMM CORR MAT'L & SUPPLIES	\$ -
11011224	5320	CP COMM CORR CAPITAL PURCHASE	\$ -
11011224	5400	CP COMM CORR PURCHASED SERVICE	\$ -
11011224	5460	CP COMM CORR INSURANCE	\$ -
11011224	5811	CP COMM CORR PERS	\$ -
11011224	5820	CP COMM CORR HEALTH & LIFE INS	\$ -
11011224	5830	CP COMM CORR WORKERS COMP	\$ -
11011224	5850	CP COMM CORR TRAINING/EDUCATN	\$ -
11011224	5855	CP COMM CORR CLOTHG/PERS EQUIP	\$ -
11011224	5871	CP COMM CORR MEDICARE	\$ -
11011224	5881	CP COMM CORR SICK LEAVE PAYOUT	\$ -
11011224	5882	CP COMM CORR VACATION PAYOUT	\$ -
11011224	5910	CP COMM CORR OTHER EXPENSE	\$ -
11011224	5940	CP COMM CORR TRAVEL	\$ -

TOTAL COMMON PLEAS COMMUNITY \$ -

11011230 COURT OF DOMESTIC RELATIONS

11011230	5101	DOM REL ELECTED OFFICIALS	\$ 14,000.00
11011230	5102	DOM REL REGULAR SALARIES	\$ 835,000.00

11011230	5160	DOM REL VISITING JUDGES	\$	1,500.00
11011230	5210	DOM REL MATERIAL & SUPPLIES	\$	14,000.00
11011230	5317	DOM REL NON CAPITAL PURCHASE	\$	5,500.00
11011230	5318	DATA BD APPROV NON CAP	\$	6,500.00
11011230	5321	DT BD APR CAP BOCC	\$	-
11011230	5370	SOFTWARE NON DATA BOARD	\$	14,000.00
11011230	5371	SOFTWARE - DATA BOARD APPROVED	\$	3,100.00
11011230	5400	DOM REL PURCHASED SERVICES	\$	10,600.00
11011230	5415	DOM REL ATTORNEY-INDIGENT	\$	10,000.00
11011230	5421	RENT OR LEASE	\$	4,000.00
11011230	5811	DOM REL PERS	\$	119,000.00
11011230	5820	DOM REL HEALTH & LIFE INSURANC	\$	154,000.00
11011230	5850	DOM REL TRAINING/EDUCATION	\$	3,000.00
11011230	5855	DOM REL CLOTHING/PERSONL EQUIP	\$	300.00
11011230	5871	DOM REL MEDICARE	\$	12,500.00
11011230	5881	SICK LEAVE PAYOUT	\$	-
11011230	5882	DOM REL VACATION LEAVE PAYOUT	\$	-
11011230	5910	DOM REL OTHER EXPENSE	\$	21,000.00
11011230	5911	NON TAXABLE MEAL FRINGE	\$	750.00
11011230	5940	DOM REL TRAVEL	\$	4,000.00

TOTAL COURT OF DOMESTIC RELA \$ 1,232,750.00

11011240 JUVENILE COURT

11011240	5102	JUV CT REGULAR SALARIES	\$	1,753,109.00
11011240	5133	JUV CT CO DERIVED TRANSCRIPT	\$	43,680.00
11011240	5160	JUV CT VISITING JUDGES	\$	500.00
11011240	5210	JUV CT MATERIAL & SUPPLIES	\$	29,994.00
11011240	5317	JUV CT NON CAPITAL PURCHASE	\$	7,305.00
11011240	5318	DATA BD APPROV NON CAP	\$	4,928.00
11011240	5321	DT BD APR CAP BOCC	\$	-
11011240	5370	SOFTWARE NON DATA BOARD	\$	468.00
11011240	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011240	5400	JUV CT PURCHASED SERVICES	\$	246,935.00
11011240	5410	CONTRACTS BOCC APPROVED	\$	-
11011240	5415	JUV CT ATTORNEY-INDIGENT	\$	519,543.00
11011240	5421	JUV CT RENT OR LEASE	\$	22,897.00
11011240	5441	JURY/WITN/INTERP FEES	\$	269.00
11011240	5811	JUV CT PERS	\$	245,436.00
11011240	5820	JUV CT HEALTH & LIFE INSURANCE	\$	293,611.00
11011240	5830	JUV CT WORKERS COMPENSATION	\$	35,063.00
11011240	5840	UNEMPLOYMENT COMP	\$	-
11011240	5850	JUV CT TRAINING/EDUCATION	\$	3,243.00
11011240	5855	JUV CT CLOTHING/PERSONAL EQUIP	\$	590.00
11011240	5871	JUV CT MEDICARE	\$	25,420.00
11011240	5881	JUV CT SICK LEAVE PAYOUT	\$	-
11011240	5882	JUV CT VACATION LEAVE PAYOUT	\$	-

11011240	5910	JUV CT OTHER EXPENSE	\$	1,071.00
11011240	5911	NON TAXABLE MEAL FRINGE	\$	322.00
11011240	5922	TAXABLE MEAL FRINGE	\$	99.00
11011240	5940	JUV CT TRAVEL	\$	-
11011240	5991	JUV CT REIMBURSEMENT	\$	269.00

TOTAL JUVENILE COURT \$ 3,234,752.00

11011250 PROBATE COURT

11011250	5101	PROBATE ELECTED OFFICIALS	\$	14,000.00
11011250	5102	PROBATE REGULAR SALARIES	\$	281,256.00
11011250	5160	PROBATE VISITING JUDGES	\$	536.00
11011250	5210	PROBATE MATERIAL & SUPPLIES	\$	72,106.00
11011250	5317	PROBATE NON CAPITAL PURCHASE	\$	4,207.00
11011250	5318	DATA BD APPROV NON CAP	\$	2,143.00
11011250	5320	CAPITAL PURCHASES	\$	-
11011250	5321	DT BD APR CAP BOCC	\$	-
11011250	5370	SOFTWARE NON DATA BOARD	\$	2,000.00
11011250	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011250	5400	PROBATE PURCHASED SERVICES	\$	51,644.00
11011250	5410	CONTRACTS BOCC APPROVED	\$	-
11011250	5415	ATTORNEYS - INDIGENT	\$	20,800.00
11011250	5421	PROBATE RENT OR LEASE	\$	3,744.00
11011250	5811	PROBATE PERS	\$	41,336.00
11011250	5820	PROBATE HEALTH & LIFE INSURANC	\$	86,032.00
11011250	5830	PROBATE WORKERS COMPENSATION	\$	5,906.00
11011250	5850	PROBATE TRAINING/EDUCATION	\$	804.00
11011250	5855	PROBATE CLOTHING/PERSONL EQUIP	\$	500.00
11011250	5871	PROBATE MEDICARE	\$	4,282.00
11011250	5882	PROBATE VACATION LEAVE PAYOUT	\$	-
11011250	5910	PROBATE OTHER EXPENSE	\$	1,071.00
11011250	5911	NON TAXABLE MEAL FRINGE	\$	161.00
11011250	5922	TAXABLE MEAL FRINGE	\$	107.00
11011250	5940	PROBATE TRAVEL	\$	-

TOTAL PROBATE COURT \$ 592,635.00

11011260 CLERK OF COURT OF COMMON PLEAS

11011260	5101	CLK CT CP ELECTED OFFICIALS	\$	87,422.00
11011260	5102	CLK CT CP REGULAR SALARIES	\$	697,420.00
11011260	5114	CLK CT CP OVERTIME PAY	\$	-
11011260	5210	CLK CT CP MATERIAL & SUPPLIES	\$	215,000.00
11011260	5317	CLK CT CP NON CAPITAL PURCHASE	\$	5,000.00
11011260	5320	CAPITAL PURCHASES	\$	-
11011260	5400	CLK CT CP PURCHASED SERVICES	\$	12,000.00
11011260	5421	CLK CT CP RENT OR LEASE	\$	14,000.00
11011260	5811	CLK CT CP PERS	\$	109,878.00

11011260	5820	CLK CT CP HEALTH & LIFE INSURA	\$	173,729.00
11011260	5830	CLK CT CP WORKERS COMPENSATION	\$	15,697.00
11011260	5840	UNEMPLOYMENT COMP	\$	-
11011260	5850	CLK CT CP TRAINING/EDUCATION	\$	600.00
11011260	5871	CLK CT CP MEDICARE	\$	11,381.00
11011260	5881	CLK CT CP SICK LEAVE PAYOUT	\$	-
11011260	5882	CLK CT CP VACATION PAYOUT	\$	-
11011260	5910	CLK CT CP OTHER EXPENSE	\$	10,500.00
11011260	5940	CLK CT CP TRAVEL	\$	600.00

TOTAL CLERK OF COURT OF COMM \$ 1,353,227.00

11011271 FRANKLIN MUNICIPAL

11011271	5101	FRANK ELECTED OFFICIALS	\$	14,800.00
11011271	5102	FRANK REGULAR SALARIES	\$	53,045.00
11011271	5142	FRANK ACTING JUDGES PAYROLL	\$	1,200.00
11011271	5155	FRANK PERSONAL SERVICES REIMB	\$	10,000.00
11011271	5162	FRANK ACTING JUDGES GEN WARRNT	\$	4,500.00
11011271	5400	FRANK PURCHASED SERVICES	\$	2,000.00
11011271	5415	FRANK ATTORNEY-INDIGENT	\$	13,000.00
11011271	5811	FRANK PERS	\$	12,000.00
11011271	5820	FRANK HEALTH & LIFE INSURANCE	\$	6,320.00
11011271	5871	FRANK MEDICARE	\$	2,860.00

TOTAL FRANKLIN MUNICIPAL \$ 119,725.00

11011272 LEBANON MUNICIPAL

11011272	5101	LEBANON ELECTED OFFICIALS	\$	14,800.00
11011272	5102	LEBANON REGULAR SALARIES	\$	35,200.00
11011272	5142	LEBANON ACTING JUDGES PAYROLL	\$	4,000.00
11011272	5155	LEBANON PERSONAL SERVICE REIMB	\$	26,700.00
11011272	5162	LEBAN ACTING JUDGES GEN WARRNT	\$	2,500.00
11011272	5811	LEBANON PERS	\$	13,000.00
11011272	5820	LEBANON HEALTH & LIFE INSURANC	\$	12,000.00
11011272	5830	WORKERS COMPENSATION	\$	1,470.00
11011272	5871	LEBANON MEDICARE	\$	1,600.00

TOTAL LEBANON MUNICIPAL \$ 111,270.00

11011273 MASON MUNICIPAL

11011273	5101	MASON ELECTED OFFICIALS	\$	25,300.00
11011273	5102	MASON REGULAR SALARIES	\$	120,000.00
11011273	5142	MASON ACTING JUDGES PAYROLL	\$	6,000.00
11011273	5400	MASON PURCHASED SERVICES	\$	7,000.00
11011273	5415	MASON ATTORNEY-INDIGENT	\$	135,000.00
11011273	5811	MASON PERS	\$	22,600.00
11011273	5820	MASON HEALTH & LIFE INSURANCE	\$	17,500.00

11011273	5871	MASON MEDICARE	\$	2,940.00
TOTAL	MASON MUNICIPAL		\$	336,340.00
11011276 CRIMINAL PROSECUTORS				
11011276	5102	GEN CRIMINAL PROS REG SALARY	\$	45,000.00
11011276	5811	GEN CRIMINAL PROS PERS	\$	6,301.00
11011276	5820	HEALTH & LIFE INSURANCE	\$	-
11011276	5871	GEN CRIMINAL PROS MEDICARE	\$	653.00
TOTAL	CRIMINAL PROSECUTORS		\$	51,954.00
11011280 COUNTY COURT				
11011280	5101	CO CT ELECTED OFFICIALS	\$	76,500.00
11011280	5102	CO CT REGULAR SALARIES	\$	186,120.00
11011280	5114	CO CT OVERTIME PAY	\$	-
11011280	5141	CO CT ACTG JUDGE NO SUPCT ORDR	\$	2,000.00
11011280	5142	CO CT ACTING JUDGES PAYROLL	\$	2,000.00
11011280	5210	CO CT MATERIAL & SUPPLIES	\$	6,950.00
11011280	5317	NON CAPITAL PURCHASES	\$	-
11011280	5370	SOFTWARE	\$	-
11011280	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011280	5400	CO CT PURCHASED SERVICES	\$	23,750.00
11011280	5415	CO CT ATTORNEY-INDIGENT	\$	65,000.00
11011280	5441	CO CT JURY/WITNESS FEE	\$	3,500.00
11011280	5811	CO CT PERS	\$	34,750.00
11011280	5820	CO CT HEALTH & LIFE INSURANCE	\$	55,000.00
11011280	5830	CO CT WORKERS COMPENSATION	\$	4,880.00
11011280	5850	CO CT TRAINING/EDUCATION	\$	2,900.00
11011280	5855	CO CT CLOTHING/PERSONAL EQUIP	\$	200.00
11011280	5871	CO CT MEDICARE	\$	3,600.00
11011280	5882	VACATION LEAVE PAYOUT	\$	-
11011280	5910	CO CT OTHER EXPENSE	\$	4,330.00
11011280	5911	NON TAXABLE MEAL FRINGE	\$	400.00
11011280	5922	TAXABLE MEAL FRINGE	\$	-
11011280	5940	CO CT TRAVEL	\$	1,500.00
TOTAL	COUNTY COURT		\$	473,380.00
11011282 CLERK COUNTY COURT				
11011282	5101	CLK COCT ELECTED OFFICIALS	\$	21,855.50
11011282	5102	CLK COCT REGULAR SALARIES	\$	444,850.00
11011282	5114	CLK COCT OVERTIME PAY	\$	8,500.00
11011282	5210	CLK COCT MATERIAL & SUPPLIES	\$	28,000.00
11011282	5317	CLK COCT NON CAPITAL PURCHASE	\$	5,000.00
11011282	5318	DATA BD APPROV NON CAP	\$	-
11011282	5400	CLK COCT PURCHASED SERVICES	\$	4,700.00

11011282	5421	RENT OR LEASE	\$	500.00
11011282	5811	CLK COCT PERS	\$	66,529.00
11011282	5820	CLK COCT HEALTH & LIFE INSURAN	\$	128,534.00
11011282	5830	CLK COCT WORKERS COMPENSATION	\$	9,505.00
11011282	5850	CLK COCT TRAINING/EDUCATION	\$	500.00
11011282	5871	CLK COCT MEDICARE	\$	6,891.00
11011282	5881	SICK LEAVE PAYOUT	\$	-
11011282	5882	VACATION LEAVE PAYOUT	\$	-
11011282	5910	CLK COCT OTHER EXPENSE	\$	6,000.00
11011282	5940	CLK COCT TRAVEL	\$	250.00

TOTAL CLERK COUNTY COURT \$ 731,614.50

11011283 COUNTY COURT PROBATION

11011283	5102	COCT PROB REGULAR SALARIES	\$	226,500.00
11011283	5210	COCT PROB MATERIAL & SUPPLIES	\$	9,800.00
11011283	5317	NON CAPITAL PURCHASES	\$	-
11011283	5370	SOFTWARE	\$	-
11011283	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011283	5400	COCT PROB PURCHASED SERVICES	\$	2,000.00
11011283	5811	COCT PROB PERS	\$	30,200.00
11011283	5820	COCT PROB HEALTH & LIFE INS	\$	58,000.00
11011283	5830	COCT PROB WORKERS COMPENSATION	\$	4,265.00
11011283	5850	COCT PROB TRAINING/EDUCATION	\$	2,000.00
11011283	5855	COCT PROB CLOTHG/PERSONL EQUIP	\$	500.00
11011283	5871	COCT PROB MEDICARE	\$	3,150.00
11011283	5881	COCT PROB SICK LEAVE PAYOUT	\$	-
11011283	5882	COCT PROB VACATION PAYOUT	\$	-
11011283	5910	COCT PROB OTHER EXPENSE	\$	2,000.00
11011283	5911	NON TAXABLE MEAL FRINGE	\$	100.00
11011283	5922	TAXABLE MEAL FRINGE	\$	-
11011283	5940	COCT PROB TRAVEL	\$	1,500.00

TOTAL COUNTY COURT PROBATION \$ 340,015.00

11011292 NOTARY PUBLIC

11011292	5102	NOTARY REGULAR SALARIES	\$	6,685.00
11011292	5210	NOTARY MATERIAL & SUPPLIES	\$	3,373.00
11011292	5811	NOTARY PERS	\$	936.00
11011292	5820	HEALTH & LIFE INSURANCE	\$	450.00
11011292	5830	NOTARY WORKERS COMPENSATION	\$	115.00
11011292	5871	NOTARY MEDICARE	\$	97.00

TOTAL NOTARY PUBLIC \$ 11,656.00

11011300 BOARD OF ELECTIONS

11011300	5102	BOE REGULAR SALARIES	\$	546,000.00
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11011300	5108	BOE ELECTION BOARD	\$	69,596.00
11011300	5111	BOE PART TIME EMPLOYEES	\$	50,000.00
11011300	5114	BOE OVERTIME PAY	\$	25,000.00
11011300	5151	BOE ELECTION POLL WORKERS	\$	105,000.00
11011300	5210	BOE MATERIAL & SUPPLIES	\$	92,000.00
11011300	5317	BOE NON CAPITAL PURCHASE	\$	10,000.00
11011300	5318	DATA BD APPROV NON CAP	\$	-
11011300	5320	CAPITAL PURCHASES	\$	25,000.00
11011300	5370	SOFTWARE	\$	95,000.00
11011300	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011300	5400	BOE PURCHASED SERVICES	\$	50,000.00
11011300	5421	BOE RENT OR LEASE	\$	50,000.00
11011300	5811	BOE PERS	\$	89,800.00
11011300	5820	BOE HEALTH & LIFE INSURANCE	\$	153,000.00
11011300	5830	BOE WORKERS COMPENSATION	\$	5,000.00
11011300	5840	UNEMPLOYMENT COMP	\$	-
11011300	5850	BOE TRAINING/EDUCATION	\$	28,000.00
11011300	5855	BOE CLOTHING/PERSONAL EQUIPMEN	\$	500.00
11011300	5871	BOE MEDICARE	\$	10,000.00
11011300	5882	BOE VACATION LEAVE PAYOUT	\$	-
11011300	5910	BOE OTHER EXPENSE	\$	18,000.00
11011300	5911	NON TAXABLE MEAL FRINGE	\$	1,500.00
11011300	5922	TAXABLE MEAL FRINGE	\$	2,500.00
11011300	5940	BOE TRAVEL	\$	-

TOTAL BOARD OF ELECTIONS \$ 1,425,896.00

11011301 SPECIAL ELECTIONS

11011301	5151	BOE SPEC ELECTION POLL WORKERS	\$	90,000.00
11011301	5210	MATERIAL & SUPPLIES	\$	19,500.00
11011301	5400	BOE SPEC PURCHASED SERVICES	\$	12,000.00
11011301	5421	BOE SPEC RENT OR LEASE	\$	-
11011301	5850	TRAINING & EDUCATION	\$	-
11011301	5910	OTHER EXPENSE	\$	-
11011301	5940	BOE SPEC TRAVEL	\$	4,000.00

TOTAL SPECIAL ELECTIONS \$ 125,500.00

11011302 BOE CTCL GRANT

11011302	5102	REGULAR SALARIES	\$	-
11011302	5114	OVERTIME PAY	\$	-
11011302	5151	ELECTION POLL WORKERS	\$	-
11011302	5210	MATERIAL & SUPPLIES	\$	-
11011302	5317	NON CAPITAL PURCHASES	\$	-
11011302	5318	DATA BD APPROV NON CAP	\$	-
11011302	5330	CAPITAL PURCH REG OFFICE	\$	-
11011302	5400	PURCHASED SERVICES	\$	-

11011302	5811	PERS	\$	-
11011302	5850	TRAINING & EDUCATION	\$	-
11011302	5910	OTHER EXPENSE	\$	-
11011302	5911	NON TAXABLE MEAL FRINGE	\$	-
11011302	5950	REFUNDS	\$	-

TOTAL BOE CTCL GRANT \$ -

11011400 INFORMATION TECHNOLOGY CENTER

11011400	5102	IT REGULAR SALARIES	\$	1,398,644.00
11011400	5114	IT OVERTIME PAY	\$	10,000.00
11011400	5210	IT MATERIAL & SUPPLIES	\$	20,000.00
11011400	5317	IT NON CAPITAL PURCHASE	\$	180,000.00
11011400	5318	DATA BD APPROV NON CAP	\$	180,000.00
11011400	5320	IT CAPITAL PURCHASE	\$	60,000.00
11011400	5321	DT BD APR CAP BOCC	\$	200,000.00
11011400	5370	SOFTWARE NON DATA BOARD	\$	450,000.00
11011400	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011400	5400	IT PURCHASED SERVICES	\$	675,000.00
11011400	5460	IT INSURANCE	\$	824.00
11011400	5811	IT PERS	\$	197,239.00
11011400	5820	IT HEALTH & LIFE INSURANCE	\$	250,000.00
11011400	5830	IT WORKERS COMPENSATION	\$	5,000.00
11011400	5840	IT UNEMPLOYMENT COMPENSATION	\$	-
11011400	5850	IT TRAINING/EDUCATION	\$	40,000.00
11011400	5871	IT MEDICARE	\$	20,429.00
11011400	5881	SICK LEAVE PAYOUT	\$	-
11011400	5882	VACATION LEAVE PAYOUT	\$	-
11011400	5910	IT OTHER EXPENSE	\$	1,500.00
11011400	5940	IT TRAVEL	\$	-

TOTAL INFORMATION TECHNOLOGY \$ 3,688,636.00

11011401 GIS

11011401	5102	GIS REGULAR SALARIES	\$	333,000.00
11011401	5114	GIS OVERTIME PAY	\$	500.00
11011401	5210	GIS MATERIAL & SUPPLIES	\$	6,000.00
11011401	5317	GIS NON CAPITAL PURCHASE	\$	16,000.00
11011401	5318	DATA BD APPROV NON CAP	\$	70,000.00
11011401	5321	DT BD APR CAP BOCC	\$	-
11011401	5370	SOFTWARE NON DATA BOARD	\$	75,000.00
11011401	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011401	5400	GIS PURCHASED SERVICES	\$	40,000.00
11011401	5811	GIS PERS	\$	46,700.00
11011401	5820	GIS HEALTH & LIFE INSURANCE	\$	55,755.00
11011401	5830	GIS WORKERS COMPENSATION	\$	6,129.00
11011401	5850	GIS TRAINING/EDUCATION	\$	20,000.00



11011401	5871	GIS MEDICARE	\$	4,800.00
11011401	5882	GIS VACATION LEAVE PAYOUT	\$	-
11011401	5910	GIS OTHER EXPENSE	\$	1,000.00
11011401	5940	GIS TRAVEL	\$	-

TOTAL GIS \$ 674,884.00

11011500 RECORDS CENTER & ARCHIVES

11011500	5102	RECORDS REGULAR SALARIES	\$	300,000.00
11011500	5210	RECORDS MATERIAL & SUPPLIES	\$	11,000.00
11011500	5317	RECORDS NON CAPITAL PURCHASE	\$	1,000.00
11011500	5318	DATA BD APPROV NON CAP	\$	-
11011500	5320	RECORDS CAPITAL PURCHASE	\$	-
11011500	5400	RECORDS PURCHASED SERVICES	\$	33,500.00
11011500	5421	RECORDS RENT OR LEASE	\$	8,000.00
11011500	5460	RECORDS INSURANCE	\$	400.00
11011500	5811	RECORDS PERS	\$	42,000.00
11011500	5820	RECORDS HEALTH & LIFE INSURANC	\$	75,000.00
11011500	5850	RECORDS TRAINING/EDUCATION	\$	2,200.00
11011500	5855	RECORDS CLOTHING/PERSONL EQUIP	\$	300.00
11011500	5871	RECORDS MEDICARE	\$	4,350.00
11011500	5881	RECORDS SICK LEAVE PAYOUT	\$	-
11011500	5882	RECORDS VACATION LEAVE PAYOUT	\$	-
11011500	5910	RECORDS OTHER EXPENSE	\$	1,000.00
11011500	5940	RECORDS TRAVEL	\$	1,500.00

TOTAL RECORDS CENTER & ARCHI \$ 480,250.00

11011600 FACILITIES MANAGEMENT

11011600	5102	FACMGMT REGULAR SALARIES	\$	2,027,187.00
11011600	5114	FACMGMT OVERTIME PAY	\$	40,000.00
11011600	5210	FACMGMT MATERIAL & SUPPLIES	\$	675,000.00
11011600	5310	VEHICLES CAPITAL OUTLAY	\$	70,000.00
11011600	5317	FACMGMT NON CAPITAL PURCHASE	\$	150,000.00
11011600	5318	DATA BD APPROV NON CAP	\$	5,000.00
11011600	5320	FACMGMT CAPITAL PURCHASE	\$	70,000.00
11011600	5321	DT BD APR CAP BOCC	\$	-
11011600	5400	FACMGMT PURCHASED SERVICES	\$	525,000.00
11011600	5410	CONTRACTS BOCC APPROVED	\$	-
11011600	5421	FACMGMT RENT OR LEASE	\$	-
11011600	5430	FACMGMT UTILITIES	\$	1,400,000.00
11011600	5460	FACMGMT INSURANCE	\$	3,000.00
11011600	5811	FACMGMT PERS	\$	283,807.00
11011600	5820	FACMGMT HEALTH & LIFE INSURANC	\$	404,288.00
11011600	5830	FACMGMT WORKERS COMPENSATION	\$	42,114.00
11011600	5840	FACMGMT UNEMPLOYMENT COMP	\$	6,000.00
11011600	5850	FACMGMT TRAINING/EDUCATION	\$	2,000.00

11011600	5855	FACMGMT CLOTHING/PERSONL EQUIP	\$	20,000.00
11011600	5871	FACMGMT MEDICARE	\$	29,394.00
11011600	5881	SICK LEAVE PAYOUT	\$	-
11011600	5882	FACMGMT VACATION LEAVE PAYOUT	\$	-
11011600	5910	FACMGMT OTHER EXPENSE	\$	12,000.00
11011600	5940	FACMGMT TRAVEL	\$	-

TOTAL FACILITIES MANAGEMENT \$ 5,764,790.00

11011620 GARAGE

11011620	5102	GARAGE REGULAR SALARIES	\$	300,900.00
11011620	5114	GARAGE OVERTIME PAY	\$	10,000.00
11011620	5210	GARAGE MATERIAL & SUPPLIES	\$	8,000.00
11011620	5317	GARAGE NON CAPITAL PURCHASE	\$	8,000.00
11011620	5320	CAPITAL PURCHASES	\$	12,000.00
11011620	5370	SOFTWARE	\$	12,000.00
11011620	5371	SOFTWARE - DATA BOARD APPROVED	\$	24,000.00
11011620	5400	GARAGE PURCHASED SERVICES	\$	12,000.00
11011620	5421	RENT OR LEASE	\$	3,000.00
11011620	5460	GARAGE INSURANCE	\$	515.00
11011620	5811	GARAGE PERS	\$	43,526.00
11011620	5820	GARAGE HEALTH & LIFE INSURANCE	\$	78,556.00
11011620	5830	GARAGE WORKERS COMPENSATION	\$	3,200.00
11011620	5850	GARAGE TRAINING/EDUCATION	\$	14,000.00
11011620	5855	GARAGE CLOTHING/PERSONAL EQUIP	\$	9,000.00
11011620	5871	GARAGE MEDICARE	\$	4,509.00
11011620	5881	GARAGE SICK LEAVE PAYOUT	\$	-
11011620	5882	GARAGE VACATION LEAVE PAYOUT	\$	-
11011620	5910	GARAGE OTHER EXPENSE	\$	500.00
11011620	5911	NON TAXABLE MEAL FRINGE	\$	1,000.00
11011620	5940	GARAGE TRAVEL	\$	1,000.00

TOTAL GARAGE \$ 545,706.00

11011750 TAX MAP DEPT

11011750	5102	TAXMAP REGULAR SALARIES	\$	312,223.00
11011750	5210	TAXMAP MATERIAL & SUPPLIES	\$	2,000.00
11011750	5317	TAXMAP NON CAPITAL PURCHASE	\$	1,000.00
11011750	5320	TAXMAP CAPITAL PURCHASE	\$	15,000.00
11011750	5321	DT BD APR CAP BOCC	\$	14,000.00
11011750	5370	SOFTWARE NON DATA BOARD	\$	1,000.00
11011750	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11011750	5400	TAXMAP PURCHASED SERVICES	\$	-
11011750	5811	TAXMAP PERS	\$	43,712.00
11011750	5820	TAXMAP HEALTH & LIFE INSURANCE	\$	71,144.00
11011750	5871	TAXMAP MEDICARE	\$	4,527.00
11011750	5881	SICK LEAVE PAYOUT	\$	2,500.00

11011750	5882	VACATION LEAVE PAYOUT	\$	2,500.00
11011750	5910	TAXMAP OTHER EXPENSE	\$	1,000.00
11011750	5940	TAXMAP TRAVEL	\$	-

TOTAL TAX MAP DEPT \$ 470,606.00

11011990 TAX SETTLEMENT FEES WITHHELD

11011990	5910	OTHER EXPENSE	\$	300,000.00
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TOTAL TAX SETTLEMENT FEES WI \$ 300,000.00

11012100 CORONER

11012100	5101	CORONER ELECTED OFFICIALS	\$	148,151.00
11012100	5102	CORONER REGULAR SALARIES	\$	209,498.00
11012100	5210	CORONER MATERIAL & SUPPLIES	\$	31,000.00
11012100	5310	VEHICLES CAPITAL OUTLAY	\$	-
11012100	5317	NON CAPITAL PURCHASES	\$	-
11012100	5320	CORONER CAPITAL PURCHASE	\$	-
11012100	5400	CORONER PURCHASED SERVICES	\$	187,590.00
11012100	5430	CORONER UTILITIES	\$	250.00
11012100	5460	CORONER INSURANCE	\$	400.00
11012100	5811	CORONER PERS	\$	50,070.00
11012100	5820	CORONER HEALTH & LIFE INSURANC	\$	60,725.00
11012100	5850	CORONER TRAINING/EDUCATION	\$	3,000.00
11012100	5855	CORONER CLOTHING/PERSONL EQUIP	\$	2,000.00
11012100	5871	CORONER MEDICARE	\$	5,186.00
11012100	5881	CORONER SICK LEAVE PAYOUT	\$	-
11012100	5882	CORONER VACATION LEAVE PAYOUT	\$	-
11012100	5910	CORONER OTHER EXPENSE	\$	12,000.00
11012100	5940	CORONER TRAVEL	\$	4,000.00

TOTAL CORONER \$ 713,870.00

11012200 SHERIFF

11012200	5101	SHERIFF ELECTED OFFICIALS	\$	123,369.00
11012200	5102	SHERIFF REGULAR SALARIES	\$	7,032,630.00
11012200	5114	SHERIFF OVERTIME PAY	\$	800,000.00
11012200	5210	SHERIFF MATERIAL & SUPPLIES	\$	140,571.00
11012200	5223	GAS & OIL - OPERATING SUPPLIES	\$	300,000.00
11012200	5310	VEHICLES CAPITAL OUTLAY	\$	-
11012200	5317	SHERIFF NON CAPITAL PURCHASE	\$	325,000.00
11012200	5318	DATA BD APPROV NON CAP	\$	-
11012200	5320	SHERIFF CAPITAL PURCHASE	\$	-
11012200	5370	SOFTWARE NON DATA BOARD	\$	94,155.00
11012200	5371	SOFTWARE - DATA BOARD APPROVED	\$	20,000.00
11012200	5400	SHERIFF PURCHASED SERVICES	\$	105,360.00
11012200	5410	CONTRACTS BOCC APPROVED	\$	-

11012200	5431	TELEPHONE	\$ 5,000.00
11012200	5460	SHERIFF INSURANCE	\$ 10,000.00
11012200	5462	VEHICLE MAINTENTANCE	\$ 150,000.00
11012200	5811	SHERIFF PERS	\$ 1,424,103.00
11012200	5820	SHERIFF HEALTH & LIFE INSURANC	\$ 1,012,551.00
11012200	5830	SHERIFF WORKERS COMPENSATION	\$ 157,359.00
11012200	5840	UNEMPLOYMENT COMP	\$ -
11012200	5850	SHERIFF TRAINING/EDUCATION	\$ 60,000.00
11012200	5855	SHERIFF CLOTHING/PERSONL EQUIP	\$ 77,500.00
11012200	5871	SHERIFF MEDICARE	\$ 114,086.00
11012200	5881	SHERIFF SICK LEAVE PAYOUT	\$ -
11012200	5882	SHERIFF VACATION LEAVE PAYOUT	\$ -
11012200	5910	SHERIFF OTHER EXPENSE	\$ 66,750.00
11012200	5911	NON TAXABLE MEAL FRINGE	\$ 4,000.00
11012200	5920	SHERIFF ALLOWANCES	\$ 54,830.00
11012200	5922	TAXABLE MEAL FRINGE	\$ 200.00
11012200	5940	SHERIFF TRAVEL	\$ 40,000.00
11012200	5950	REFUNDS	\$ -
11012200	5997	OPERATIONAL TRANSFERS	\$ -

TOTAL SHERIFF \$ 12,117,464.00

11012210 DETENTION-SHERIFF

11012210	5102	SHRF DET REGULAR SALARIES	\$ 4,800,597.00
11012210	5114	SHRF DET OVERTIME PAY	\$ 850,000.00
11012210	5210	SHRF DET MATERIAL & SUPPLIES	\$ 176,600.00
11012210	5223	GAS & OIL - OPERATING SUPPLIES	\$ 1,000.00
11012210	5310	VEHICLES CAPITAL OUTLAY	\$ 112,307.00
11012210	5317	SHRF DET NON CAPITAL PURCHASE	\$ 56,500.00
11012210	5318	DATA BD APPROV NON CAP	\$ -
11012210	5320	SHRF DET CAPITAL PURCHASE	\$ -
11012210	5370	SOFTWARE NON DATA BOARD	\$ 23,000.00
11012210	5371	SOFTWARE - DATA BOARD APPROVED	\$ -
11012210	5400	SHRF DET PURCHASED SERVICES	\$ 3,410,043.00
11012210	5410	CONTRACTS BOCC APPROVED	\$ -
11012210	5431	TELEPHONE	\$ 2,000.00
11012210	5811	SHRF DET PERS	\$ 810,263.00
11012210	5820	SHRF DET HEALTH & LIFE INS	\$ 819,315.00
11012210	5830	SHRF DET WORKERS COMPENSATION	\$ 115,752.00
11012210	5840	SHRF DET UNEMPLOYMENT COMP	\$ -
11012210	5850	SHRF DET TRAINING/EDUCATION	\$ 25,000.00
11012210	5855	SHRF DET CLOTHG/PERSONAL EQUIP	\$ 62,200.00
11012210	5871	SHRF DET MEDICARE	\$ 83,920.00
11012210	5881	SHRF DET SICK LEAVE PAYOUT	\$ -
11012210	5882	SHRF DET VACATION LEAVE PAYOUT	\$ -
11012210	5910	SHRF DET OTHER EXPENSE	\$ 8,400.00
11012210	5911	NON TAXABLE MEAL FRINGE	\$ 3,500.00

11012210	5922	TAXABLE MEAL FRINGE	\$	1,000.00
11012210	5940	SHRF DET TRAVEL	\$	15,000.00
<b>TOTAL</b>	<b>DETENTION-SHERIFF</b>		<b>\$</b>	<b>11,376,397.00</b>

<b>11012211 SHERIFF-OUTSIDE STAFFING</b>				
11012211	5102	SHF OS STAFF REGULAR SALARIES	\$	86,196.00
11012211	5114	SHF OS STAFF OVERTIME PAY	\$	27,000.00
11012211	5811	SHF OS STAFF PERS	\$	20,567.00
11012211	5820	SHF OS STAFF HEALTH & LIFE INS	\$	6,570.00
11012211	5871	SHF OS STAFF MEDICARE	\$	1,648.00
<b>TOTAL</b>	<b>SHERIFF-OUTSIDE STAFFI</b>		<b>\$</b>	<b>141,981.00</b>

<b>11012300 BUILDING REGULATION</b>				
11012300	5102	BLDGREG REGULAR SALARIES	\$	945,570.00
11012300	5114	BLDGREG OVERTIME PAY	\$	12,000.00
11012300	5150	BLDGREG BOARD/COMMISSN SALARY	\$	8,000.00
11012300	5210	BLDGREG MATERIAL & SUPPLIES	\$	52,000.00
11012300	5310	VEHICLES CAPITAL OUTLAY	\$	45,000.00
11012300	5317	BLDGREG NON CAPITAL PURCHASE	\$	8,591.00
11012300	5318	DATA BD APPROV NON CAP	\$	-
11012300	5320	BLDGREG CAPITAL PURCHASE	\$	-
11012300	5321	DT BD APR CAP BOCC	\$	-
11012300	5370	SOFTWARE NON DATA BOARD	\$	9,500.00
11012300	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11012300	5400	BLDGREG PURCHASED SERVICES	\$	20,000.00
11012300	5410	CONTRACTS BOCC APPROVED	\$	-
11012300	5460	BLDGREG INSURANCE	\$	1,000.00
11012300	5811	BLDGREG PERS	\$	134,060.00
11012300	5820	BLDGREG HEALTH & LIFE INSURANC	\$	204,185.00
11012300	5830	BLDGREG WORKERS COMPENSATION	\$	-
11012300	5850	BLDGREG TRAINING/EDUCATION	\$	10,000.00
11012300	5855	BLDGREG CLOTHING/PERSONL EQUIP	\$	6,000.00
11012300	5871	BLDGREG MEDICARE	\$	13,885.00
11012300	5881	SICK LEAVE PAYOUT	\$	-
11012300	5882	VACATION LEAVE PAYOUT	\$	-
11012300	5910	BLDGREG OTHER EXPENSE	\$	12,000.00
11012300	5911	NON TAXABLE MEAL FRINGE	\$	-
11012300	5922	TAXABLE MEAL FRINGE	\$	-
11012300	5940	BLDGREG BLDGREG TRAVEL	\$	3,500.00
<b>TOTAL</b>	<b>BUILDING REGULATION</b>		<b>\$</b>	<b>1,485,291.00</b>

<b>11012500 JUVENILE PROBATION</b>				
11012500	5102	JUV PROB REGULAR SALARIES	\$	661,212.00
11012500	5210	JUV PROB MATERIAL & SUPPLIES	\$	11,225.00

11012500	5310	VEHICLES CAPITAL OUTLAY	\$	-
11012500	5317	JUV PROB NON CAPITAL PURCHASE	\$	3,449.00
11012500	5318	DATA BD APPROV NON CAP	\$	-
11012500	5320	JUV PROB CAPITAL PURCHASE	\$	-
11012500	5321	DT BD APR CAP BOCC	\$	-
11012500	5400	JUV PROB PURCHASED SERVICES	\$	7,885.00
11012500	5410	CONTRACTS BOCC APPROVED	\$	-
11012500	5460	JUV PROB INSURANCE	\$	637.00
11012500	5811	JUV PROB PERS	\$	92,570.00
11012500	5820	JUV PROB HEALTH & LIFE INSURAN	\$	135,598.00
11012500	5830	JUV PROB WORKERS COMPENSATION	\$	11,000.00
11012500	5850	JUV PROB TRAINING/EDUCATION	\$	5,516.00
11012500	5855	JUV PROB CLOTHG/PERSONAL EQUIP	\$	531.00
11012500	5871	JUV PROB MEDICARE	\$	9,588.00
11012500	5881	SICK LEAVE PAYOUT	\$	-
11012500	5882	JUV PROB VACATION LEAVE PAYOUT	\$	-
11012500	5910	JUV PROB OTHER EXPENSE	\$	2,122.00
11012500	5911	NON TAXABLE MEAL FRINGE	\$	425.00
11012500	5922	TAXABLE MEAL FRINGE	\$	107.00
11012500	5940	JUV PROB TRAVEL	\$	-
11012500	5997	JUV PROB OPERATIONAL TRANSFER	\$	18,000.00

TOTAL JUVENILE PROBATION \$ 959,865.00

11012600 JUVENILE DETENTION CENTER

11012600	5102	JUV DET REGULAR SALARIES	\$	1,150,942.00
11012600	5114	JUV DET OVERTIME PAY	\$	95,481.00
11012600	5210	MATERIAL & SUPPLIES	\$	18,943.00
11012600	5317	JUV DET NON CAPITAL PURCHASE	\$	11,670.00
11012600	5318	DATA BD APPROV NON CAP	\$	4,244.00
11012600	5320	JUV DET CAPITAL PURCHASE	\$	22,109.00
11012600	5321	DT BD APR CAP BOCC	\$	-
11012600	5400	JUV DET PURCHASED SERVICES	\$	228,469.00
11012600	5410	CONTRACTS BOCC APPROVED	\$	-
11012600	5421	RENT OR LEASE	\$	-
11012600	5460	JUV DET INSURANCE	\$	531.00
11012600	5811	JUV DET PERS	\$	161,132.00
11012600	5820	JUV DET HEALTH & LIFE INSURANC	\$	183,278.00
11012600	5830	JUV DET WORKERS COMPENSATION	\$	23,019.00
11012600	5840	UNEMPLOYMENT COMP	\$	-
11012600	5850	JUV DET TRAINING/EDUCATION	\$	6,790.00
11012600	5855	JUV DET CLOTHING/PERSONL EQUIP	\$	20,904.00
11012600	5871	JUV DET MEDICARE	\$	16,689.00
11012600	5881	SICK LEAVE PAYOUT	\$	-
11012600	5882	JUV DET VACATION LEAVE PAYOUT	\$	-
11012600	5910	JUV DET OTHER EXPENSE	\$	4,244.00
11012600	5911	NON TAXABLE MEAL FRINGE	\$	531.00

11012600	5922	TAXABLE MEAL FRINGE	\$	107.00
11012600	5940	JUV DET TRAVEL	\$	-
TOTAL	JUVENILE DETENTION CEN		\$	1,949,083.00

11012810 TELECOMMUNICATIONS

11012810	5102	TELECOM REGULAR SALARIES	\$	1,705,228.00
11012810	5114	TELECOM OVERTIME PAY	\$	35,000.00
11012810	5210	TELECOM MATERIAL & SUPPLIES	\$	66,000.00
11012810	5310	VEHICLES CAPITAL OUTLAY	\$	110,000.00
11012810	5317	TELECOM NON CAPITAL PURCHASE	\$	325,000.00
11012810	5318	DATA BD APPROV NON CAP	\$	-
11012810	5320	TELECOM CAPITAL PURCHASE	\$	70,000.00
11012810	5321	DT BD APR CAP BOCC	\$	12,500.00
11012810	5362	TELECOM RADIO EQUIPMENT	\$	-
11012810	5370	SOFTWARE NON DATA BOARD	\$	1,057,000.00
11012810	5371	SOFTWARE - DATA BOARD APPROVED	\$	11,500.00
11012810	5400	TELECOM PURCHASED SERVICES	\$	775,000.00
11012810	5410	CONTRACTS BOCC APPROVED	\$	-
11012810	5421	TELECOM RENT OR LEASE	\$	-
11012810	5430	TELECOM UTILITIES	\$	780,000.00
11012810	5460	TELECOM INSURANCE	\$	2,900.00
11012810	5811	TELECOM PERS	\$	243,632.00
11012810	5820	TELECOM HEALTH & LIFE INSURANC	\$	329,571.00
11012810	5830	WORKERS COMPENSATION	\$	35,642.00
11012810	5850	TELECOM TRAINING/EDUCATION	\$	20,000.00
11012810	5855	TELECOM CLOTHING/PERSONL EQUIP	\$	2,500.00
11012810	5871	TELECOM MEDICARE	\$	25,234.00
11012810	5881	TELECOM SICK LEAVE PAYOUT	\$	-
11012810	5882	TELECOM VACATION LEAVE PAYOUT	\$	-
11012810	5910	TELECOM OTHER EXPENSE	\$	5,000.00
11012810	5911	NON TAXABLE MEAL FRINGE	\$	1,000.00
11012810	5922	TAXABLE MEAL FRINGE	\$	1,000.00
11012810	5940	TELECOM TRAVEL	\$	15,000.00

TOTAL	TELECOMMUNICATIONS		\$	5,628,707.00
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11012811 TELECOMM - OUTSIDE ENTITIES

11012811	5317	NON CAPITAL PURCHASES	\$	-
11012811	5362	TELECOM OS ENTITY RADIO EQUIPM	\$	164,537.00

TOTAL	TELECOMM - OUTSIDE ENT		\$	164,537.00
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11012812 TELECOMM-DATA SYSTEMS

11012812	5102	TELE DATA REGULAR SALARIES	\$	-
11012812	5114	TELE DATA OVERTIME PAY	\$	-
11012812	5317	TELE DATA NON CAPITAL PURCHASE	\$	-

11012812	5318	DATA BD APPROV NON CAP	\$	-
11012812	5321	DT BD APR CAP BOCC	\$	-
11012812	5370	TELE DATA SOFTWARE	\$	-
11012812	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11012812	5400	TELE DATA PURCHASED SERVICES	\$	-
11012812	5410	CONTRACTS BOCC APPROVED	\$	-
11012812	5811	TELE DATA PERS	\$	-
11012812	5820	TELE DATA HEALTH & LIFE INS	\$	-
11012812	5830	TELE DATA WORKERS COMPENSATION	\$	-
11012812	5850	TELE DATA TRAINING/EDUCATION	\$	-
11012812	5871	TELE DATA MEDICARE	\$	-
11012812	5881	SICK LEAVE PAYOUT	\$	-
11012812	5882	VACATION LEAVE PAYOUT	\$	-
11012812	5910	TELE DATA OTHER EXPENSE	\$	-
11012812	5911	NON TAXABLE MEAL FRINGE	\$	-
11012812	5922	TAXABLE MEAL FRINGE	\$	-
11012812	5940	TELE DATA TRAVEL	\$	-
TOTAL	TELECOMM-DATA SYSTEMS		\$	-
11012850 COMMUNICATIONS CENTER-DISPATCH				
11012850	5102	DISPATCH REGULAR SALARIES	\$	2,652,287.00
11012850	5114	DISPATCH OVERTIME PAY	\$	415,500.00
11012850	5210	MATERIAL & SUPPLIES	\$	10,500.00
11012850	5310	VEHICLES CAPITAL OUTLAY	\$	-
11012850	5317	DISPATCH NON CAPITAL PURCHASE	\$	2,000.00
11012850	5318	DATA BD APPROV NON CAP	\$	-
11012850	5321	DT BD APR CAP BOCC	\$	-
11012850	5370	SOFTWARE NON DATA BOARD	\$	46,950.00
11012850	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11012850	5400	DISPATCH PURCHASED SERVICES	\$	73,400.00
11012850	5410	CONTRACTS BOCC APPROVED	\$	-
11012850	5811	DISPATCH PERS	\$	429,491.00
11012850	5820	DISPATCH HEALTH & LIFE INS	\$	721,200.00
11012850	5830	DISPATCH WORKERS COMPENSATION	\$	-
11012850	5840	DISPATCH UNEMPLOYMENT COMP	\$	-
11012850	5850	DISPATCH TRAINING/EDUCATION	\$	44,000.00
11012850	5855	DISPATCH CLOTHG/PERSONAL EQUIP	\$	1,000.00
11012850	5871	DISPATCH MEDICARE	\$	44,483.00
11012850	5881	DISPATCH SICK LEAVE PAYOUT	\$	-
11012850	5882	DISPATCH VACATION LEAVE PAYOUT	\$	-
11012850	5910	DISPATCH OTHER EXPENSE	\$	5,700.00
11012850	5911	NON TAXABLE MEAL FRINGE	\$	2,000.00
11012850	5922	TAXABLE MEAL FRINGE	\$	200.00
11012850	5940	DISPATCH DISPATCH TRAVEL	\$	20,000.00
TOTAL	COMMUNICATIONS CENTER-		\$	4,468,711.00



11014100	GENERAL HEALTH			
11014100	5910	OTHER EXPENSE	\$	900.00
TOTAL	GENERAL HEALTH		\$	900.00

11015210 VETERANS SERV ADMIN

11015210	5102	VET ADMIN REGULAR SALARIES	\$	1,554,000.00
11015210	5114	VET ADMIN OVERTIME PAY	\$	40,000.00
11015210	5210	VET ADMIN MATERIAL & SUPPLIES	\$	94,800.00
11015210	5310	VEHICLES CAPITAL OUTLAY	\$	220,000.00
11015210	5317	VET ADMIN NON CAPITAL PURCHASE	\$	60,000.00
11015210	5318	DATA BD APPROV NON CAP	\$	-
11015210	5320	VET ADMIN CAPITAL PURCHASE	\$	-
11015210	5370	SOFTWARE NON DATA BOARD	\$	10,000.00
11015210	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
11015210	5400	VET ADMIN PURCHASED SERVICES	\$	290,000.00
11015210	5460	VET ADMIN INSURANCE	\$	3,000.00
11015210	5811	VET ADMIN PERS	\$	222,000.00
11015210	5820	VET ADMIN HEALTH & LIFE INS	\$	285,000.00
11015210	5830	VET ADMIN WORKERS COMPENSATION	\$	6,000.00
11015210	5840	UNEMPLOYMENT COMP	\$	-
11015210	5850	VET ADMIN TRAINING/EDUCATION	\$	20,000.00
11015210	5855	VET ADMIN CLOTHG/PERSONL EQUIP	\$	15,000.00
11015210	5871	VET ADMIN MEDICARE	\$	26,000.00
11015210	5881	VET ADMIN SICK LEAVE PAYOUT	\$	15,000.00
11015210	5882	VET ADMIN VACATION LEAVE PAYOU	\$	30,000.00
11015210	5910	VET ADMIN OTHER EXPENSE	\$	230,000.00
11015210	5911	NON TAXABLE MEAL FRINGE	\$	10,000.00
11015210	5922	TAXABLE MEAL FRINGE	\$	200.00
11015210	5940	VET ADMIN TRAVEL	\$	40,000.00
11015210	5997	OPERATIONAL TRANSFERS	\$	17,500.00
TOTAL	VETERANS SERV ADMIN		\$	3,188,500.00

11015220 VETERANS ADM.-SOLDIER RELIEF

11015220	5150	VET SREL BOARD/COMMISSN SALARY	\$	67,500.00
11015220	5811	VET SRELIEF PERS	\$	10,000.00
11015220	5820	HEALTH & LIFE INSURANCE	\$	-
11015220	5830	VET SRELIEF WORKERS COMP	\$	1,000.00
11015220	5871	VET SRELIEF MEDICARE	\$	1,000.00
11015220	5920	VET SRELIEF ALLOWANCES	\$	479,500.00
11015220	5940	TRAVEL	\$	-

TOTAL	VETERANS ADM.-SOLDIER		\$	559,000.00
TOTAL	GENERAL FUND		\$	86,027,129.50

ACCOUNTS FOR:

2023

SENIOR CITIZENS SERVICE LEVY

APPROVED

22011111 SENIOR CITIZENS SERVICE LEVY

22011111	5400	PURCHASED SERVICES	\$	9,530,509.00
22011111	5410	CONTRACTS BOCC APPROVED	\$	-
22011111	5704	GRANT TO OTHER OUTSIDE ENTITY	\$	2,000.00
22011111	5910	OTHER EXPENSE	\$	94,000.00

TOTAL SENIOR CITIZENS SERVIC \$ 9,626,509.00

TOTAL SENIOR CITIZENS SERVIC \$ 9,626,509.00

ACCOUNTS FOR: 2023

MOTOR VEHICLE APPROVED

22023110 ENGINEER ADMIN

22023110	5101	ELECTED OFFICIALS	\$	127,031.00
22023110	5102	REGULAR SALARIES	\$	952,359.00
22023110	5210	MATERIAL & SUPPLIES	\$	40,000.00
22023110	5310	VEHICLES CAPITAL OUTLAY	\$	-
22023110	5317	NON CAPITAL PURCHASE	\$	5,000.00
22023110	5318	DATA BD APPROV NON CAP	\$	6,000.00
22023110	5320	CAPITAL PURCHASE	\$	25,000.00
22023110	5321	DT BD APR CAP BOCC	\$	5,000.00
22023110	5370	SOFTWARE NON DATA BOARD	\$	10,000.00
22023110	5371	SOFTWARE - DATA BOARD APPROVED	\$	10,000.00
22023110	5400	PURCHASED SERVICES	\$	126,000.00
22023110	5410	CONTRACTS BOCC APPROVED	\$	-
22023110	5421	RENT OR LEASE	\$	-
22023110	5430	UTILITIES	\$	200,000.00
22023110	5431	TELEPHONE	\$	32,000.00
22023110	5474	G.I.S. / MAPPING	\$	40,000.00
22023110	5480	PURCHASE SERV - OTHER AGENCIES	\$	125,000.00
22023110	5811	PERS	\$	151,115.00
22023110	5820	HEALTH & LIFE INSURANCE	\$	180,538.00
22023110	5830	WORKERS COMPENSATION	\$	25,000.00
22023110	5850	TRAINING/EDUCATION	\$	6,000.00
22023110	5871	MEDICARE	\$	15,652.00
22023110	5881	SICK LEAVE PAYOUT	\$	5,500.00
22023110	5882	VACATION LEAVE PAYOUT	\$	6,000.00
22023110	5910	OTHER EXPENSE	\$	20,000.00
22023110	5911	NON TAXABLE MEAL FRINGE	\$	-
22023110	5940	TRAVEL	\$	10,000.00

TOTAL ENGINEER ADMIN \$ 2,123,195.00

22023120 ENGINEER ROAD

22023120	5102	REGULAR SALARIES	\$	904,004.00
22023120	5114	OVERTIME PAY	\$	40,000.00

22023120	5210	MATERIAL & SUPPLIES	\$	1,800,000.00
22023120	5223	GAS & OIL - OPERATING SUPPLIES	\$	14,000.00
22023120	5310	VEHICLES CAPITAL OUTLAY	\$	-
22023120	5317	NON CAPITAL PURCHASE	\$	60,000.00
22023120	5318	DATA BD APPROV NON CAP	\$	-
22023120	5320	CAPITAL PURCHASE	\$	1,200,000.00
22023120	5321	DT BD APR CAP BOCC	\$	-
22023120	5390	CAPITAL NON CASH	\$	-
22023120	5400	PURCHASED SERVICES	\$	4,200,000.00
22023120	5410	CONTRACTS BOCC APPROVED	\$	-
22023120	5421	RENT OR LEASE	\$	30,000.00
22023120	5460	INSURANCE	\$	10,000.00
22023120	5811	PERS	\$	124,000.00
22023120	5820	HEALTH & LIFE INSURANCE	\$	228,011.00
22023120	5840	UNEMPLOYMENT COMPENSATION	\$	10,000.00
22023120	5850	TRAINING/EDUCATION	\$	2,000.00
22023120	5855	CLOTHING/PERSONAL EQUIP	\$	29,000.00
22023120	5871	MEDICARE	\$	13,818.00
22023120	5881	SICK LEAVE PAYOUT	\$	11,500.00
22023120	5882	VACATION LEAVE PAYOUT	\$	11,500.00
22023120	5910	OTHER EXPENSE	\$	2,000.00
22023120	5911	NON TAXABLE MEAL FRINGE	\$	-
22023120	5997	OPERATIONAL TRANSFER	\$	112,716.00

TOTAL ENGINEER ROAD \$ 8,802,549.00

22023130 ENGINEER BRIDGE

22023130	5102	REGULAR SALARIES	\$	840,926.00
22023130	5114	OVERTIME PAY	\$	40,000.00
22023130	5210	MATERIAL & SUPPLIES	\$	250,000.00
22023130	5310	VEHICLES CAPITAL OUTLAY	\$	-
22023130	5318	DATA BD APPROV NON CAP	\$	-
22023130	5320	CAPITAL PURCHASES	\$	1,700,000.00
22023130	5321	DT BD APR CAP BOCC	\$	-
22023130	5390	CAPITAL NON CASH	\$	-
22023130	5400	PURCHASED SERVICES	\$	300,000.00
22023130	5410	CONTRACTS BOCC APPROVED	\$	-
22023130	5421	RENT OR LEASE	\$	-
22023130	5811	PERS	\$	116,000.00
22023130	5820	HEALTH & LIFE INSURANCE	\$	210,900.00
22023130	5871	MEDICARE	\$	11,000.00
22023130	5881	SICK LEAVE PAYOUT	\$	5,000.00
22023130	5882	VACATION LEAVE PAYOUT	\$	5,000.00
22023130	5997	OPERATIONAL TRANSFERS	\$	-

TOTAL ENGINEER BRIDGE \$ 3,478,826.00

TOTAL MOTOR VEHICLE \$ 14,404,570.00

ACCOUNTS FOR:  
HUMAN SERVICES

2023  
APPROVED

22035310 HS INCOME MAINTENANCE-WELFARE

22035310	5102	REGULAR SALARIES	\$	1,927,913.00
22035310	5114	OVERTIME PAY	\$	25,000.00
22035310	5210	MATERIAL & SUPPLIES	\$	45,000.00
22035310	5310	VEHICLES CAPITAL OUTLAY	\$	-
22035310	5317	NON CAPITAL PURCHASE	\$	5,000.00
22035310	5318	DATA BD APPROV NON CAP	\$	-
22035310	5320	CAPITAL PURCHASE	\$	-
22035310	5321	DT BD APR CAP BOCC	\$	-
22035310	5370	SOFTWARE NON DATA BOARD	\$	1,000.00
22035310	5371	SOFTWARE - DATA BOARD APPROVED	\$	1,000.00
22035310	5400	PURCHASED SERVICES	\$	1,975,000.00
22035310	5410	CONTRACTS BOCC APPROVED	\$	-
22035310	5421	RENT OR LEASE	\$	9,000.00
22035310	5430	UTILITIES	\$	30,000.00
22035310	5457	CENTRAL SERVICES COST	\$	272,003.00
22035310	5460	INSURANCE	\$	1,000.00
22035310	5749	CHILDREN SERVICES	\$	625,000.00
22035310	5811	PERS	\$	273,408.00
22035310	5820	HEALTH & LIFE INSURANCE	\$	450,000.00
22035310	5830	WORKERS COMPENSATION	\$	40,120.00
22035310	5840	UNEMPLOYMENT COMPENSATION	\$	10,000.00
22035310	5850	TRAINING/EDUCATION	\$	10,000.00
22035310	5855	CLOTHING/PERSONAL EQUIP	\$	-
22035310	5871	MEDICARE	\$	28,318.00
22035310	5881	SICK LEAVE PAYOUT	\$	15,000.00
22035310	5882	VACATION LEAVE PAYOUT	\$	15,000.00
22035310	5910	OTHER EXPENSE	\$	30,000.00
22035310	5911	NON TAXABLE MEAL FRINGE	\$	1,000.00
22035310	5922	TAXABLE MEAL FRINGE	\$	1,000.00
22035310	5940	TRAVEL	\$	5,000.00

TOTAL	HS INCOME MAINTENANCE-	\$	5,795,762.00
TOTAL	HUMAN SERVICES	\$	5,795,762.00

ACCOUNTS FOR:

2023

COVID19 EMERGENCY RENTAL ASSIS

APPROVED

22045310 COVID19 EMERGENCY RENTAL ASSIS

22045310	5102	REGULAR SALARIES	\$	-
22045310	5114	OVERTIME PAY	\$	-
22045310	5210	MATERIAL & SUPPLIES	\$	-
22045310	5321	DT BD APR CAP BOCC	\$	-
22045310	5400	PURCHASED SERVICES	\$	-
22045310	5430	UTILITIES (GENERAL)	\$	-

22045310	5811	PERS	\$	-
22045310	5820	HEALTH & LIFE INSURANCE	\$	-
22045310	5830	WORKERS COMPENSATION	\$	-
22045310	5840	UNEMPLOYMENT COMP	\$	-
22045310	5871	MEDICARE	\$	-
22045310	5910	OTHER EXPENSE	\$	-
TOTAL	COVID19 EMERGENCY RENT		\$	-
TOTAL	COVID19 EMERGENCY RENT		\$	-
ACCOUNTS FOR:				2023
BOARD OF DEVELOPMENTAL DISABIL			APPROVED	

22056710 BOARD OF DEVELOPMENTAL DISAB

22056710	5102	REGULAR SALARIES	\$	8,885,072.00
22056710	5104	TEACHERS	\$	105,000.00
22056710	5210	MATERIAL & SUPPLIES	\$	150,000.00
22056710	5317	NON CAPITAL PURCHASE	\$	220,000.00
22056710	5330	REAL PROP CAPITAL IMPROVEMENT	\$	400,000.00
22056710	5370	SOFTWARE NON DATA BOARD	\$	900,000.00
22056710	5400	PURCHASED SERVICES	\$	11,769,317.00
22056710	5421	RENT OR LEASE	\$	300,000.00
22056710	5430	UTILITIES	\$	500,000.00
22056710	5460	INSURANCE	\$	108,000.00
22056710	5811	PERS	\$	1,282,911.00
22056710	5815	STRS	\$	14,700.00
22056710	5820	HEALTH & LIFE INSURANCE	\$	2,700,000.00
22056710	5830	WORKERS COMPENSATION	\$	125,000.00
22056710	5840	UNEMPLOYMENT COMPENSATION	\$	15,000.00
22056710	5850	TRAINING/EDUCATION	\$	120,000.00
22056710	5855	CLOTHING/PERSONAL EQUIP	\$	5,000.00
22056710	5871	MEDICARE	\$	129,000.00
22056710	5881	SICK LEAVE PAYOUT	\$	30,000.00
22056710	5882	VACATION LEAVE PAYOUT	\$	50,000.00
22056710	5890	EMPLOYER HSA CONTRIBUTION	\$	275,000.00
22056710	5910	OTHER EXPENSE	\$	2,275,000.00
22056710	5911	NON TAXABLE MEAL FRINGE	\$	33,000.00
22056710	5922	TAXABLE MEAL FRINGE	\$	3,000.00
22056710	5940	TRAVEL	\$	100,000.00

TOTAL BOARD OF DEVELOPMENTAL \$ 30,495,000.00

22056715 DDD DONATION EXPENSES

22056715	5910	OTHER EXPENSE	\$	5,000.00
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TOTAL DDD DONATION EXPENSES \$ 5,000.00

TOTAL BOARD OF DEVELOPMENTAL \$ 30,500,000.00

ACCOUNTS FOR: 2023

DOG AND KENNEL

APPROVED

22062700 DOG AND KENNEL

22062700	5102	REGULAR SALARIES	\$	230,000.00
22062700	5114	OVERTIME PAY	\$	13,000.00
22062700	5121	CLERK DOG LICENSE	\$	15,600.00
22062700	5210	MATERIAL & SUPPLIES	\$	70,000.00
22062700	5310	VEHICLES CAPITAL OUTLAY	\$	-
22062700	5320	CAPITAL PURCHASE	\$	-
22062700	5400	PURCHASED SERVICES	\$	6,000.00
22062700	5421	RENT OR LEASE	\$	254,819.00
22062700	5430	UTILITIES	\$	-
22062700	5460	INSURANCE	\$	300.00
22062700	5783	HUMANE SOCIETY	\$	14,000.00
22062700	5811	PERS	\$	34,100.00
22062700	5820	HEALTH & LIFE INSURANCE	\$	47,500.00
22062700	5830	WORKERS COMPENSATION	\$	1,200.00
22062700	5850	TRAINING/EDUCATION	\$	-
22062700	5855	CLOTHING/PERSONAL EQUIP	\$	1,200.00
22062700	5871	MEDICARE	\$	3,600.00
22062700	5881	SICK LEAVE PAYOUT	\$	-
22062700	5882	VACATION LEAVE PAYOUT	\$	-
22062700	5910	OTHER EXPENSE	\$	4,000.00

TOTAL DOG AND KENNEL \$ 695,319.00

TOTAL DOG AND KENNEL \$ 695,319.00

ACCOUNTS FOR: 2023

LAW LIBRARY RESOURCES FUND

APPROVED

22071291 LAW LIBRARY

22071291	5102	REGULAR SALARIES	\$	45,806.00
22071291	5210	MATERIAL & SUPPLIES	\$	91,700.00
22071291	5317	NON CAPITAL PURCHASE	\$	-
22071291	5320	CAPITAL PURCHASE	\$	-
22071291	5370	SOFTWARE NON DATA BOARD	\$	215,000.00
22071291	5400	PURCHASED SERVICES	\$	1,500.00
22071291	5430	UTILITIES	\$	800.00
22071291	5811	PERS	\$	6,415.00
22071291	5820	HEALTH & LIFE INSURANCE	\$	6,606.00
22071291	5830	WORKERS COMPENSATION	\$	920.00
22071291	5871	MEDICARE	\$	665.00
22071291	5910	OTHER EXPENSE	\$	7,000.00
22071291	5940	TRAVEL	\$	-

TOTAL LAW LIBRARY \$ 376,412.00

TOTAL LAW LIBRARY RESOURCES \$ 376,412.00

ACCOUNTS FOR: 2023

CO&TRANSIT MEDICAID SALES TAX			APPROVED	
22081110 CO&TRANSIT MDCAID SALES TAX				
22081110	5997	OPERATIONAL TRANSFERS	\$	-
TOTAL	CO&TRANSIT MDCAID SALE		\$	-
TOTAL	CO&TRANSIT MEDICAID SA		\$	-
ACCOUNTS FOR:				2023
BOE ELECTIONS SECURITY GRANTS			APPROVED	
22091300 BOE ELECTIONS SECURITY GRANTS				
22091300	5102	REGULAR SALARIES	\$	-
22091300	5114	OVERTIME PAY	\$	-
22091300	5151	ELECTION POLL WORKERS	\$	-
22091300	5210	MATERIAL & SUPPLIES	\$	-
22091300	5317	NON CAPITAL PURCHASES	\$	-
22091300	5320	CAPITAL PURCHASES	\$	-
22091300	5330	CAPITAL PURCH REG OFFICE	\$	-
22091300	5400	PURCHASED SERVICES	\$	-
22091300	5410	CONTRACTS BOCC APPROVED	\$	-
22091300	5811	PERS	\$	-
22091300	5850	TRAINING & EDUCATION	\$	-
22091300	5871	MEDICARE	\$	-
22091300	5910	OTHER EXPENSE	\$	-
22091300	5950	REFUNDS	\$	-
TOTAL	BOE ELECTIONS SECURITY		\$	-
TOTAL	BOE ELECTIONS SECURITY		\$	-
ACCOUNTS FOR:				2023
LOCAL CORONAVIRUS RELIEF FUND			APPROVED	
22101110 LOCAL CORONAVIRUS RELIEF FUND				
22101110	5102	REGULAR SALARIES	\$	-
22101110	5210	MATERIAL & SUPPLIES	\$	-
22101110	5317	NON CAPITAL PURCHASES	\$	-
22101110	5320	CAPITAL PURCHASES	\$	-
22101110	5400	PURCHASED SERVICES	\$	-
22101110	5430	UTILITIES (GENERAL)	\$	-
22101110	5811	PERS	\$	-
22101110	5820	HEALTH & LIFE INSURANCE	\$	-
22101110	5840	UNEMPLOYMENT COMP	\$	-
22101110	5871	MEDICARE	\$	-
22101110	5910	OTHER EXPENSE	\$	-
22101110	5950	REFUNDS	\$	-
TOTAL	LOCAL CORONAVIRUS RELI		\$	-

22101111	LOCAL CORONAVIRUS GRANTS			
22101111	5400	PURCHASED SERVICES	\$	-
TOTAL	LOCAL CORONAVIRUS GRAN		\$	-
TOTAL	LOCAL CORONAVIRUS RELI		\$	-
ACCOUNTS FOR:				2023
LOCAL FISCAL RECOVERY FUND			APPROVED	

22111110	LOCAL FISCAL RECOVERY FUND			
22111110	5102	REGULAR SALARIES	\$	1,000,000.00
22111110	5210	MATERIAL & SUPPLIES	\$	-
22111110	5317	NON CAPITAL PURCHASES	\$	-
22111110	5318	DATA BD APPROV NON CAP	\$	-
22111110	5320	CAPITAL PURCHASES	\$	-
22111110	5321	DT BD APR CAP BOCC	\$	-
22111110	5400	PURCHASED SERVICES	\$	10,000,000.00
22111110	5410	CONTRACTS BOCC APPROVED	\$	-
22111110	5430	UTILITIES (GENERAL)	\$	-
22111110	5811	PERS	\$	500,000.00
22111110	5820	HEALTH & LIFE INSURANCE	\$	400,000.00
22111110	5840	UNEMPLOYMENT COMP	\$	-
22111110	5871	MEDICARE	\$	80,000.00
22111110	5910	OTHER EXPENSE	\$	-
22111110	5950	REFUNDS	\$	-
TOTAL	LOCAL FISCAL RECOVERY		\$	11,980,000.00

22111111	LFR ENHANCED CHILD CARE ASSIST			
22111111	5102	REGULAR SALARIES	\$	50,000.00
22111111	5114	OVERTIME PAY	\$	1,000.00
22111111	5210	MATERIAL & SUPPLIES	\$	500.00
22111111	5400	PURCHASED SERVICES	\$	2,042,875.00
22111111	5811	PERS	\$	7,000.00
22111111	5820	HEALTH & LIFE INSURANCE	\$	13,000.00
22111111	5871	MEDICARE	\$	700.00
22111111	5910	OTHER EXPENSE	\$	5,000.00

TOTAL	LFR ENHANCED CHILD CAR		\$	2,120,075.00
TOTAL	LOCAL FISCAL RECOVERY		\$	14,100,075.00
ACCOUNTS FOR:				2023
VETERAN'S MEMORIAL			APPROVED	

22155200	VETERANS MEMORIAL			
22155200	5910	OTHER EXPENSE	\$	6,000.00
TOTAL	VETERANS MEMORIAL		\$	6,000.00
TOTAL	VETERAN'S MEMORIAL		\$	6,000.00



ACCOUNTS FOR: 2023  
 RECORDER TECH FUND 317.321 APPROVED

22161160 RECORDER TECHNOLOGY

22161160	5102	REGULAR SALARIES	\$	-
22161160	5210	MATERIAL & SUPPLIES	\$	5,000.00
22161160	5317	NON CAPITAL PURCHASE	\$	15,000.00
22161160	5318	DATA BD APPROV NON CAP	\$	-
22161160	5320	CAPITAL PURCHASES	\$	50,000.00
22161160	5370	SOFTWARE NON DATA BOARD	\$	75,000.00
22161160	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22161160	5400	PURCHASED SERVICES	\$	75,000.00
22161160	5410	CONTRACTS BOCC APPROVED	\$	-
22161160	5811	PERS	\$	-
22161160	5820	HEALTH & LIFE INSURANCE	\$	-
22161160	5830	WORKERS COMPENSATION	\$	-
22161160	5871	MEDICARE	\$	-
22161160	5910	OTHER EXPENSE	\$	9,000.00
22161160	5940	TRAVEL	\$	1,000.00

TOTAL RECORDER TECHNOLOGY \$ 230,000.00  
 TOTAL RECORDER TECH FUND 317 \$ 230,000.00

ACCOUNTS FOR: 2023  
 BOE TECHNOLOGY FUND 3501.17 APPROVED

22171300 BOE TECHNOLOGY

22171300	5317	NON CAPITAL PURCHASES	\$	-
22171300	5318	DATA BD APPROV NON CAP	\$	-
22171300	5320	CAPITAL PURCHASE	\$	-
22171300	5400	PURCHASED SERVICES	\$	-

TOTAL BOE TECHNOLOGY \$ -  
 TOTAL BOE TECHNOLOGY FUND 35 \$ -

ACCOUNTS FOR: 2023  
 COORDINATED CARE APPROVED

22185401 COORDINATED CARE CLINICAL COMM

22185401	5400	PURCHASED SERVICES	\$	225,000.00
22185401	5447	CHILD PLACEMENT SPECIALIZED	\$	425,000.00
22185401	5940	TRAVEL	\$	-

TOTAL COORDINATED CARE CLINI \$ 650,000.00  
 TOTAL COORDINATED CARE \$ 650,000.00

ACCOUNTS FOR: 2023  
 WIRELESS 911 GOVERNMENT ASSIST APPROVED

22192820 WIRELESS 911

22192820	5102	REGULAR SALARIES	\$	138,598.00
22192820	5114	OVERTIME PAY	\$	43,628.00
22192820	5811	PERS	\$	25,093.00
22192820	5820	HEALTH & LIFE INSURANCE	\$	15,209.00
22192820	5830	WORKERS COMPENSATION	\$	3,585.00
22192820	5871	MEDICARE	\$	2,599.00
22192820	5881	SICK LEAVE PAYOUT	\$	-
22192820	5882	VACATION LEAVE PAYOUT	\$	-

TOTAL WIRELESS 911 \$ 228,712.00  
TOTAL WIRELESS 911 GOVERNMENT \$ 228,712.00

ACCOUNTS FOR: 2023  
CC/MC INDIGENT DRIVER INTERLOC APPROVED

22211280	CC/MC INDIG DRVR INTERLOCK/MON			
22211280	5400	PURCHASED SERVICES	\$	30,000.00
22211280	5750	DISTRIBUTION OF FUNDS	\$	-

TOTAL CC/MC INDIG DRVR INTER \$ 30,000.00  
TOTAL CC/MC INDIGENT DRIVER \$ 30,000.00

ACCOUNTS FOR: 2023  
PROBATE/JUVENILE SPECIAL PROJ APPROVED

22231252	PROBATE/JUVENILE SPECIAL PROJ			
22231252	5102	REGULAR SALARIES	\$	-
22231252	5317	NON CAPITAL PURCHASE	\$	2,500.00
22231252	5318	DATA BD APPROV NON CAP	\$	-
22231252	5330	CAPITAL PURCH REG OFFICE	\$	5,000.00
22231252	5331	DATA APR CAPITAL REG OFFICE	\$	-
22231252	5400	PURCHASED SERVICES	\$	-
22231252	5410	CONTRACTS BOCC APPROVED	\$	-
22231252	5811	PERS	\$	-
22231252	5820	HEALTH & LIFE INSURANCE	\$	-
22231252	5850	TRAINING/EDUCATION	\$	1,500.00
22231252	5871	MEDICARE	\$	-
22231252	5910	OTHER EXPENSE	\$	3,000.00
22231252	5911	NON TAXABLE MEAL FRINGE	\$	-
22231252	5922	TAXABLE MEAL FRINGE	\$	-
22231252	5940	TRAVEL	\$	-

TOTAL PROBATE/JUVENILE SPECI \$ 12,000.00  
TOTAL PROBATE/JUVENILE SPECI \$ 12,000.00

ACCOUNTS FOR: 2023  
COMMON PLEAS SPECIAL PROJECTS APPROVED

22241220	COMMON PLEAS SPECIAL PROJECTS			
22241220	5133	COUNTY DERIVED TRANSCRIPT COMP	\$	5,000.00

22241220	5317	NON CAPITAL PURCHASES	\$	-
22241220	5318	DATA BD APPROV NON CAP	\$	-
22241220	5320	CAPITAL PURCHASE	\$	-
22241220	5321	DT BD APR CAP BOCC	\$	-
22241220	5330	CAPITAL PURCH REG OFFICE	\$	25,000.00
22241220	5331	DATA APR CAPITAL REG OFFICE	\$	-
22241220	5370	SOFTWARE NON DATA BOARD	\$	50,000.00
22241220	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22241220	5400	PURCHASED SERVICES	\$	40,000.00
22241220	5871	MEDICARE	\$	1,500.00
22241220	5910	OTHER EXPENSE	\$	-

TOTAL COMMON PLEAS SPECIAL P \$ 121,500.00

TOTAL COMMON PLEAS SPECIAL P \$ 121,500.00

ACCOUNTS FOR: 2023

PROBATION SUPERVISION 2951.021 APPROVED

22271220 PROBATION SUPERVISION 2951.021

22271220	5102	REGULAR SALARIES	\$	88,000.00
22271220	5210	MATERIAL & SUPPLIES	\$	2,000.00
22271220	5317	NON CAPITAL PURCHASES	\$	-
22271220	5370	SOFTWARE NON DATA BOARD	\$	15,000.00
22271220	5400	PURCHASED SERVICES	\$	16,000.00
22271220	5811	PERS	\$	12,500.00
22271220	5820	HEALTH & LIFE INSURANCE	\$	16,014.00
22271220	5850	TRAINING/EDUCATION	\$	18,000.00
22271220	5855	CLOTHING/PERSONAL EQUIP	\$	5,000.00
22271220	5871	MEDICARE	\$	1,300.00
22271220	5910	OTHER EXPENSE	\$	2,000.00
22271220	5911	NON TAXABLE MEAL FRINGE	\$	4,000.00
22271220	5940	TRAVEL	\$	5,000.00

TOTAL PROBATION SUPERVISION \$ 184,814.00

TOTAL PROBATION SUPERVISION \$ 184,814.00

ACCOUNTS FOR: 2023

MENTAL HEALTH GRANT APPROVED

22281220 MENTAL HEALTH GRANT-CP

22281220	5102	REGULAR SALARIES	\$	18,737.00
22281220	5400	PURCHASED SERVICES	\$	-
22281220	5811	PERS	\$	2,624.00
22281220	5820	HEALTH & LIFE INSURANCE	\$	8,057.00
22281220	5830	WORKERS COMPENSATION	\$	310.00
22281220	5850	TRAINING/EDUCATION	\$	-
22281220	5871	MEDICARE	\$	272.00
22281220	5910	OTHER EXPENSE	\$	-

TOTAL	MENTAL HEALTH GRANT-CP		\$	30,000.00
TOTAL	MENTAL HEALTH GRANT		\$	30,000.00
ACCOUNTS FOR:				2023
MUNICIPAL MOTOR VEH PERMIS TAX			APPROVED	
22293500	MUNICIPAL MOTOR VEH PERMISSIVE			
22293500	5731	CVT PROJECTS	\$	850,000.00
TOTAL	MUNICIPAL MOTOR VEH PE		\$	850,000.00
TOTAL	MUNICIPAL MOTOR VEH PE		\$	850,000.00
ACCOUNTS FOR:				2023
CO LODGING ADD'L 1%			APPROVED	
22310999	CO LODGING ADD'L 1%			
22310999	5750	ADDL 1% LODGING TX PASS THRU	\$	1,000,000.00
TOTAL	CO LODGING ADD'L 1%		\$	1,000,000.00
TOTAL	CO LODGING ADD'L 1%		\$	1,000,000.00
ACCOUNTS FOR:				2023
COUNTY LODGINGS TAX (FKA 7731)			APPROVED	
22321110	COUNTY LODGINGS TAX			
22321110	5750	DISTRIBUTION OF FUNDS	\$	3,300,000.00
TOTAL	COUNTY LODGINGS TAX		\$	3,300,000.00
TOTAL	COUNTY LODGINGS TAX (F		\$	3,300,000.00
ACCOUNTS FOR:				2023
DOMESTIC SHELTER			APPROVED	
22332650	DOMESTIC SHELTER			
22332650	5910	OTHER EXPENSE	\$	44,000.00
TOTAL	DOMESTIC SHELTER		\$	44,000.00
TOTAL	DOMESTIC SHELTER		\$	44,000.00
ACCOUNTS FOR:				2023
REAL ESTATE ASSESSMENT			APPROVED	
22371120	REAL ESTATE ASSESSMENT			
22371120	5102	REGULAR SALARIES	\$	737,350.00
22371120	5109	AGENT TAX COMMISSIONER	\$	3,000.00
22371120	5114	OVERTIME PAY	\$	10,000.00
22371120	5210	MATERIAL & SUPPLIES	\$	30,000.00
22371120	5317	NON CAPITAL PURCHASE	\$	20,000.00
22371120	5318	DATA BD APPROV NON CAP	\$	15,000.00
22371120	5320	CAPITAL PURCHASES	\$	-
22371120	5321	DT BD APR CAP BOCC	\$	-
22371120	5370	SOFTWARE NON DATA BOARD	\$	-

22371120	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22371120	5400	PURCHASED SERVICES	\$	670,000.00
22371120	5410	CONTRACTS BOCC APPROVED	\$	-
22371120	5471	ANNUAL MAINT RE PROP APPRAISAL	\$	-
22371120	5472	TRI-ANNUAL OR REAPPRAISAL	\$	-
22371120	5474	G.I.S. / MAPPING	\$	-
22371120	5766	DIST FUNDS-R.E.A. FEES RETURN	\$	-
22371120	5811	PERS	\$	105,049.00
22371120	5820	HEALTH & LIFE INSURANCE	\$	149,261.00
22371120	5830	WORKERS COMPENSATION	\$	15,007.00
22371120	5850	TRAINING/EDUCATION	\$	6,000.00
22371120	5871	MEDICARE	\$	10,880.00
22371120	5881	SICK LEAVE PAYOUT	\$	-
22371120	5882	VACATION LEAVE PAYOUT	\$	-
22371120	5910	OTHER EXPENSE	\$	16,000.00
22371120	5911	NON TAXABLE MEAL FRINGE	\$	-
22371120	5922	TAXABLE MEAL FRINGE	\$	-
22371120	5940	TRAVEL	\$	1,000.00

TOTAL REAL ESTATE ASSESSMENT \$ 1,788,547.00  
TOTAL REAL ESTATE ASSESSMENT \$ 1,788,547.00

ACCOUNTS FOR: 2023  
WORKFORCE INVESTMENT BOARD APPROVED

22385800 WORKFORCE INVESTMENT BOARD

22385800	5102	REGULAR SALARIES	\$	245,100.00
22385800	5114	OVERTIME PAY	\$	-
22385800	5210	MATERIAL & SUPPLIES	\$	2,000.00
22385800	5317	NON CAPITAL PURCHASE	\$	10,000.00
22385800	5318	DATA BD APPROV NON CAP	\$	-
22385800	5370	SOFTWARE NON DATA BOARD	\$	22,230.00
22385800	5400	PURCHASED SERVICES	\$	352,362.00
22385800	5410	CONTRACTS BOCC APPROVED	\$	-
22385800	5430	UTILITIES	\$	-
22385800	5811	PERS	\$	34,314.00
22385800	5820	HEALTH & LIFE INSURANCE	\$	53,051.00
22385800	5830	WORKERS COMPENSATION	\$	4,902.00
22385800	5840	UNEMPLOYMENT COMP	\$	-
22385800	5850	TRAINING/EDUCATION	\$	11,000.00
22385800	5871	MEDICARE	\$	3,554.00
22385800	5882	VACATION LEAVE PAYOUT	\$	-
22385800	5910	OTHER EXPENSE	\$	29,100.00
22385800	5911	NON TAXABLE MEAL FRINGE	\$	1,000.00
22385800	5922	TAXABLE MEAL FRINGE	\$	-
22385800	5940	TRAVEL	\$	16,000.00

TOTAL WORKFORCE INVESTMENT B \$ 784,613.00

22385802	WORKFORCE INVEST WIOA YOUTH		
22385802	5400	PURCHASED SERVICES	\$ 1,450,000.00
22385802	5410	CONTRACTS BOCC APPROVED	\$ -

TOTAL	WORKFORCE INVEST WIOA		\$ 1,450,000.00
TOTAL	WORKFORCE INVESTMENT B		\$ 2,234,613.00

ACCOUNTS FOR: 2023  
 JUVENILE GRANTS APPROVED

22431240	JUVENILE GRANTS		
22431240	5102	REGULAR SALARIES	\$ -
22431240	5210	MATERIAL & SUPPLIES	\$ 424.00
22431240	5317	NON CAPITAL PURCHASE	\$ 2,864.00
22431240	5400	PURCHASED SERVICES	\$ 195,000.00
22431240	5410	CONTRACTS BOCC APPROVED	\$ -
22431240	5811	PERS	\$ -
22431240	5820	HEALTH & LIFE INSURANCE	\$ -
22431240	5830	WORKERS COMPENSATION	\$ -
22431240	5850	TRAINING/EDUCATION	\$ 1,000.00
22431240	5871	MEDICARE	\$ -
22431240	5910	OTHER EXPENSE	\$ 4,326.00
22431240	5911	NON TAXABLE MEAL FRINGE	\$ 206.00
22431240	5922	TAXABLE MEAL FRINGE	\$ 103.00
22431240	5940	TRAVEL	\$ -

TOTAL	JUVENILE GRANTS		\$ 203,923.00
TOTAL	JUVENILE GRANTS		\$ 203,923.00

ACCOUNTS FOR: 2023  
 CRIME VICTIM GRANT FUND APPROVED

22452450	CRIME VICTIM GRANT		
22452450	5102	REGULAR SALARIES	\$ 32,889.00
22452450	5210	MATERIAL & SUPPLIES	\$ 303.00
22452450	5317	NON CAPITAL PURCHASE	\$ -
22452450	5318	DATA BD APPROV NON CAP	\$ -
22452450	5321	DT BD APR CAP BOCC	\$ -
22452450	5400	PURCHASED SERVICES	\$ -
22452450	5410	CONTRACTS BOCC APPROVED	\$ -
22452450	5811	PERS	\$ 4,604.00
22452450	5820	HEALTH & LIFE INSURANCE	\$ 10,120.00
22452450	5830	WORKERS COMPENSATION	\$ 555.00
22452450	5850	TRAINING/EDUCATION	\$ 1,000.00
22452450	5871	MEDICARE	\$ 477.00
22452450	5910	OTHER EXPENSE	\$ 150.00
22452450	5940	TRAVEL	\$ 2,000.00
22452450	5950	REFUNDS	\$ -

TOTAL	CRIME VICTIM GRANT	\$	52,098.00
TOTAL	CRIME VICTIM GRANT FUN	\$	52,098.00
ACCOUNTS FOR:			2023
JUVENILE INDIGENT DRIVER ALCOH			APPROVED

22461240	JUV INDIGENT DRIVR ALCOH TREAT		
22461240	5400	PURCHASED SERVICES	\$ 5,000.00
22461240	5950	REFUNDS	\$ -

TOTAL	JUV INDIGENT DRIVR ALC	\$	5,000.00
TOTAL	JUVENILE INDIGENT DRIV	\$	5,000.00
ACCOUNTS FOR:			2023
FELONY DELINQUENT CARE/CUSTODY			APPROVED

22471240	FEL DELINQ CARE CUSTODY-JUV CT		
22471240	5210	MATERIAL & SUPPLIES	\$ 9,000.00
22471240	5317	NON CAPITAL PURCHASE	\$ 1,000.00
22471240	5318	DATA BD APPROV NON CAP	\$ -

TOTAL	FEL DELINQ CARE CUSTOD	\$	10,000.00
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22471242	FEL DELINQ CARE-PROG ADMIN		
22471242	5102	REGULAR SALARIES	\$ 823,662.00
22471242	5114	OVERTIME PAY	\$ 20,000.00
22471242	5210	MATERIAL & SUPPLIES	\$ 33,000.00
22471242	5310	VEHICLES CAPITAL OUTLAY	\$ -
22471242	5317	NON CAPITAL PURCHASE	\$ 1,514.00
22471242	5318	DATA BD APPROV NON CAP	\$ -
22471242	5400	PURCHASED SERVICES	\$ 477,650.00
22471242	5410	CONTRACTS BOCC APPROVED	\$ -
22471242	5811	PERS	\$ 115,313.00
22471242	5820	HEALTH & LIFE INSURANCE	\$ 188,933.00
22471242	5830	WORKERS COMPENSATION	\$ 16,474.00
22471242	5850	TRAINING & EDUCATION	\$ 20,000.00
22471242	5871	MEDICARE	\$ 11,944.00
22471242	5910	OTHER EXPENSE	\$ 1,600.00
22471242	5911	NON TAXABLE MEAL FRINGE	\$ 2,350.00
22471242	5922	TAXABLE MEAL FRINGE	\$ 50.00

TOTAL	FEL DELINQ CARE-PROG A	\$	1,712,490.00
TOTAL	FELONY DELINQUENT CARE	\$	1,722,490.00
ACCOUNTS FOR:			2023
TAX CERTIFICATE ADMIN FUND			APPROVED

22481130	TAX CERTIFICATE ADMIN FUND		
22481130	5210	MATERIAL & SUPPLIES	\$ -

22481130	5400	PURCHASED SERVICES	\$	-
TOTAL	TAX CERTIFICATE ADMIN		\$	-
TOTAL	TAX CERTIFICATE ADMIN		\$	-
ACCOUNTS FOR:				2023
DTAC-DELINQ TAX & ASSESS COLLE				APPROVED

22491130 DTAC-TREASURER				
22491130	5102	REGULAR SALARIES	\$	134,609.00
22491130	5210	MATERIAL & SUPPLIES	\$	4,000.00
22491130	5317	NON CAPITAL PURCHASE	\$	500.00
22491130	5370	SOFTWARE NON DATA BOARD	\$	500.00
22491130	5400	PURCHASED SERVICES	\$	37,400.00
22491130	5421	RENT OR LEASE	\$	-
22491130	5811	PERS	\$	18,873.00
22491130	5820	HEALTH & LIFE INSURANCE	\$	34,290.00
22491130	5830	WORKERS COMPENSATION	\$	3,100.00
22491130	5850	TRAINING/EDUCATION	\$	1,000.00
22491130	5871	MEDICARE	\$	1,952.00
22491130	5910	OTHER EXPENSE	\$	5,000.00
22491130	5940	TRAVEL	\$	5,000.00
TOTAL	DTAC-TREASURER		\$	246,224.00
TOTAL	DTAC-DELINQ TAX & ASSE		\$	246,224.00
ACCOUNTS FOR:				2023
CERT OF TITLE ADMIN FUND				APPROVED

22501260 CERTIFICATE OF TITLE-CLK CTS				
22501260	5080	STATE SALES TAX	\$	4,000.00
22501260	5102	REGULAR SALARIES	\$	781,290.00
22501260	5114	OVERTIME PAY	\$	30,000.00
22501260	5210	MATERIAL & SUPPLIES	\$	23,000.00
22501260	5317	NON CAPITAL PURCHASE	\$	5,000.00
22501260	5400	PURCHASED SERVICES	\$	49,000.00
22501260	5421	RENT OR LEASE	\$	95,500.00
22501260	5430	UTILITIES	\$	30,000.00
22501260	5811	PERS	\$	113,581.00
22501260	5820	HEALTH & LIFE INSURANCE	\$	198,390.00
22501260	5830	WORKERS COMPENSATION	\$	16,226.00
22501260	5850	TRAINING/EDUCATION	\$	1,650.00
22501260	5871	MEDICARE	\$	11,764.00
22501260	5881	SICK LEAVE PAYOUT	\$	-
22501260	5882	VACATION LEAVE PAYOUT	\$	-
22501260	5910	OTHER EXPENSE	\$	3,000.00
22501260	5940	TRAVEL	\$	500.00
22501260	5997	OPERATIONAL TRANSFER	\$	500,000.00



TOTAL	CERTIFICATE OF TITLE-C	\$	1,862,901.00
TOTAL	CERT OF TITLE ADMIN FU	\$	1,862,901.00
ACCOUNTS FOR:			2023
CCMEP/TANF		APPROVED	

22545800 CCMEP/TANF

22545800	5102	REGULAR SALARIES	\$	240,000.00
22545800	5114	OVERTIME PAY	\$	16,000.00
22545800	5210	MATERIAL & SUPPLIES	\$	20,000.00
22545800	5310	VEHICLES CAPITAL OUTLAY	\$	-
22545800	5317	NON CAPITAL PURCHASES	\$	8,685.00
22545800	5318	DATA BD APPROV NON CAP	\$	30,000.00
22545800	5320	CAPITAL PURCHASES	\$	5,000.00
22545800	5321	DT BD APR CAP BOCC	\$	15,000.00
22545800	5370	SOFTWARE NON DATA BOARD	\$	1,000.00
22545800	5371	SOFTWARE - DATA BOARD APPROVED	\$	1,000.00
22545800	5400	PURCHASED SERVICES	\$	96,531.28
22545800	5410	CONTRACTS BOCC APPROVED	\$	-
22545800	5421	RENT OR LEASE	\$	30,000.00
22545800	5430	UTILITIES (GENERAL)	\$	10,000.00
22545800	5460	INSURANCE	\$	2,000.00
22545800	5651	SUPPORT ADULTS	\$	30,000.00
22545800	5663	CLASSROOM TRAINING-ADULT	\$	109,015.32
22545800	5811	PERS	\$	31,000.00
22545800	5820	HEALTH & LIFE INSURANCE	\$	30,000.00
22545800	5830	WORKERS COMPENSATION	\$	1,000.00
22545800	5840	UNEMPLOYMENT COMP	\$	1,000.00
22545800	5850	TRAINING & EDUCATION	\$	7,000.00
22545800	5871	MEDICARE	\$	5,000.00
22545800	5872	SOCIAL SECURITY	\$	1,000.00
22545800	5881	SICK LEAVE PAYOUT	\$	8,000.00
22545800	5882	VACATION LEAVE PAYOUT	\$	8,000.00
22545800	5910	OTHER EXPENSE	\$	30,000.00
22545800	5911	NON TAXABLE MEAL FRINGE	\$	300.00
22545800	5922	TAXABLE MEAL FRINGE	\$	300.00
22545800	5940	TRAVEL	\$	6,000.00

TOTAL	CCMEP/TANF	\$	742,831.60
TOTAL	CCMEP/TANF	\$	742,831.60
ACCOUNTS FOR:			2023
MUNICIPAL VICTIM WITNESS FUND		APPROVED	

22551150 MUNICIPAL VICTIM WITNESS-PROS

22551150	5102	REGULAR SALARIES	\$	85,161.00
22551150	5811	PERS	\$	11,923.00
22551150	5820	HEALTH & LIFE INSURANCE	\$	6,570.00
22551150	5830	WORKERS COMPENSATION	\$	600.00

22551150	5840	UNEMPLOYMENT COMP	\$	2,000.00
22551150	5871	MEDICARE	\$	1,235.00

TOTAL	MUNICIPAL VICTIM WITNE		\$	107,489.00
TOTAL	MUNICIPAL VICTIM WITNE		\$	107,489.00

ACCOUNTS FOR: 2023  
 WARREN COUNTY SOLID WASTE DIST APPROVED

22564410 WARREN COUNTY SOLID WASTE DIST

22564410	5102	REGULAR SALARIES	\$	93,829.00
22564410	5114	OVERTIME PAY	\$	500.00
22564410	5210	MATERIAL & SUPPLIES	\$	18,000.00
22564410	5317	NON CAPITAL PURCHASE	\$	2,000.00
22564410	5318	DATA BD APPROV NON CAP	\$	2,000.00
22564410	5320	CAPITAL PURCHASE	\$	-
22564410	5321	DT BD APR CAP BOCC	\$	-
22564410	5400	PURCHASED SERVICES	\$	39,000.00
22564410	5410	CONTRACTS BOCC APPROVED	\$	-
22564410	5421	RENT OR LEASE	\$	-
22564410	5430	UTILITIES	\$	2,000.00
22564410	5460	INSURANCE	\$	400.00
22564410	5811	PERS	\$	13,207.00
22564410	5820	HEALTH & LIFE INSURANCE	\$	25,000.00
22564410	5830	WORKERS COMPENSATION	\$	1,000.00
22564410	5850	TRAINING/EDUCATION	\$	500.00
22564410	5855	CLOTHING/PERSONAL EQUIP	\$	1,500.00
22564410	5871	MEDICARE	\$	1,368.00
22564410	5881	SICK LEAVE PAYOUT	\$	-
22564410	5882	VACATION LEAVE PAYOUT	\$	-
22564410	5910	OTHER EXPENSE	\$	3,000.00
22564410	5911	NON TAXABLE MEAL FRINGE	\$	1,000.00
22564410	5940	TRAVEL	\$	500.00
22564410	5998	RESERVE/CONTINGENCY	\$	7,000.00

TOTAL	WARREN COUNTY SOLID WA		\$	211,804.00
TOTAL	WARREN COUNTY SOLID WA		\$	211,804.00

ACCOUNTS FOR: 2023  
 OHIO PEACE OFFICER TRAINING APPROVED

22572200 OHIO PEACE OFFICER TRAINING

22572200	5850	TRAINING & EDUCATION	\$	50,000.00
22572200	5940	TRAVEL	\$	-

TOTAL	OHIO PEACE OFFICER TRA		\$	50,000.00
TOTAL	OHIO PEACE OFFICER TRA		\$	50,000.00

ACCOUNTS FOR: 2023  
 WORKFORCE INVESTMENT ACT FUND APPROVED

22585800 WORKFORCE INVESTMENT ACT

22585800	5102	REGULAR SALARIES	\$	240,000.00
22585800	5114	OVERTIME PAY	\$	4,000.00
22585800	5210	MATERIAL & SUPPLIES	\$	15,000.00
22585800	5317	NON CAPITAL PURCHASE	\$	7,000.00
22585800	5318	DATA BD APPROV NON CAP	\$	5,000.00
22585800	5320	CAPITAL PURCHASE	\$	5,000.00
22585800	5321	DT BD APR CAP BOCC	\$	5,000.00
22585800	5370	SOFTWARE NON DATA BOARD	\$	1,000.00
22585800	5371	SOFTWARE - DATA BOARD APPROVED	\$	1,000.00
22585800	5400	PURCHASED SERVICES	\$	-
22585800	5421	RENT OR LEASE	\$	-
22585800	5430	UTILITIES	\$	-
22585800	5460	INSURANCE	\$	-
22585800	5651	SUPPORT ADULTS	\$	-
22585800	5663	CLASSROOM TRAINING-ADULT	\$	150,000.00
22585800	5811	PERS	\$	40,000.00
22585800	5820	HEALTH & LIFE INSURANCE	\$	37,000.00
22585800	5830	WORKERS COMPENSATION	\$	2,000.00
22585800	5840	UNEMPLOYMENT COMPENSATION	\$	500.00
22585800	5850	TRAINING/EDUCATION	\$	6,000.00
22585800	5871	MEDICARE	\$	5,000.00
22585800	5872	SOCIAL SECURITY	\$	1,000.00
22585800	5881	SICK LEAVE PAYOUT	\$	2,500.00
22585800	5882	VACATION LEAVE PAYOUT	\$	2,500.00
22585800	5910	OTHER EXPENSE	\$	20,000.00
22585800	5911	NON TAXABLE MEAL FRINGE	\$	600.00
22585800	5922	TAXABLE MEAL FRINGE	\$	600.00
22585800	5940	TRAVEL	\$	4,000.00

TOTAL	WORKFORCE INVESTMENT A	\$	554,700.00
TOTAL	WORKFORCE INVESTMENT A	\$	554,700.00

ACCOUNTS FOR: 2023  
 JTPA APPROVED

22595915 ONE STOP GRANT-JTPA

22595915	5210	MATERIAL & SUPPLIES	\$	-
22595915	5317	NON CAPITAL PURCHASE	\$	-
22595915	5400	PURCHASED SERVICES	\$	-
22595915	5910	OTHER EXPENSE	\$	-

TOTAL	ONE STOP GRANT-JTPA	\$	-
TOTAL	JTPA	\$	-

ACCOUNTS FOR: 2023  
 PASS THROUGH GRANTS APPROVED

22612000	PASS THROUGH GRANTS-PUB SAFETY			
22612000	5712	DRUG TASK FORCE	\$	245,000.00
TOTAL	PASS THROUGH GRANTS-PU		\$	245,000.00

22613000	PASS THROUGH GRANTS - HUM SVC			
22613000	5400	PURCHASED SERVICES	\$	-
22613000	5410	CONTRACTS BOCC APPROVED	\$	-
TOTAL	PASS THROUGH GRANTS -		\$	-
TOTAL	PASS THROUGH GRANTS		\$	245,000.00

ACCOUNTS FOR: 2023  
COMMUNITY CORRECTIONS MONITORI APPROVED

22621224	COMM CORRECTIONS MONITOR-CP			
22621224	5102	REGULAR SALARIES	\$	-
22621224	5400	PURCHASED SERVICES	\$	27,000.00
22621224	5410	CONTRACTS BOCC APPROVED	\$	-
22621224	5421	RENT OR LEASE	\$	350,000.00
22621224	5811	PERS	\$	-
22621224	5820	HEALTH & LIFE INSURANCE	\$	-
22621224	5871	MEDICARE	\$	-
TOTAL	COMM CORRECTIONS MONIT		\$	377,000.00
TOTAL	COMMUNITY CORRECTIONS		\$	377,000.00

ACCOUNTS FOR: 2023  
CHILD SUPPORT ENFORCEMENT APPROVED

22635500	CHILD SUPPORT ENFORCEMENT			
22635500	5102	REGULAR SALARIES	\$	2,159,893.00
22635500	5114	OVERTIME PAY	\$	2,000.00
22635500	5210	MATERIAL & SUPPLIES	\$	66,000.00
22635500	5310	VEHICLES CAPITAL OUTLAY	\$	-
22635500	5317	NON CAPITAL PURCHASE	\$	16,000.00
22635500	5318	DATA BD APPROV NON CAP	\$	2,400.00
22635500	5320	CAPITAL PURCHASES	\$	20,000.00
22635500	5321	DT BD APR CAP BOCC	\$	-
22635500	5370	SOFTWARE NON DATA BOARD	\$	38,800.00
22635500	5400	PURCHASED SERVICES	\$	41,025.00
22635500	5410	CONTRACTS BOCC APPROVED	\$	-
22635500	5421	RENT OR LEASE	\$	-
22635500	5430	UTILITIES	\$	-
22635500	5457	CENTRAL SERVICES COST	\$	177,106.00
22635500	5811	PERS	\$	302,385.00
22635500	5820	HEALTH & LIFE INSURANCE	\$	549,410.00
22635500	5830	WORKERS COMPENSATION	\$	12,500.00
22635500	5840	UNEMPLOYMENT COMPENSATION	\$	10,000.00

22635500	5850	TRAINING/EDUCATION	\$	8,365.00
22635500	5871	MEDICARE	\$	31,318.00
22635500	5881	SICK LEAVE PAYOUT	\$	50,000.00
22635500	5882	VACATION LEAVE PAYOUT	\$	50,000.00
22635500	5910	OTHER EXPENSE	\$	8,632.00
22635500	5911	NON TAXABLE MEAL FRINGE	\$	4,000.00
22635500	5922	TAXABLE MEAL FRINGE	\$	3,000.00
22635500	5940	TRAVEL	\$	10,500.00
22635500	5991	REIMBURSEMENT	\$	55,000.00

TOTAL CHILD SUPPORT ENFORCEM \$ 3,618,334.00

TOTAL CHILD SUPPORT ENFORCEM \$ 3,618,334.00

ACCOUNTS FOR: 2023

EMERGENCY MANAGEMENT AGENCY APPROVED

22642800 EMERGENCY MANAGEMENT AGENCY

22642800	5102	REGULAR SALARIES	\$	201,038.00
22642800	5114	OVERTIME PAY	\$	8,705.00
22642800	5210	MATERIAL & SUPPLIES	\$	12,800.00
22642800	5310	VEHICLES CAPITAL OUTLAY	\$	-
22642800	5317	NON CAPITAL PURCHASE	\$	12,500.00
22642800	5318	DATA BD APPROV NON CAP	\$	1,300.00
22642800	5321	DT BD APR CAP BOCC	\$	-
22642800	5370	SOFTWARE NON DATA BOARD	\$	7,600.00
22642800	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22642800	5400	PURCHASED SERVICES	\$	15,700.00
22642800	5410	CONTRACTS BOCC APPROVED	\$	-
22642800	5460	INSURANCE	\$	300.00
22642800	5811	PERS	\$	28,514.00
22642800	5820	HEALTH & LIFE INSURANCE	\$	47,429.00
22642800	5830	WORKERS COMPENSATION	\$	1,200.00
22642800	5850	TRAINING/EDUCATION	\$	3,000.00
22642800	5855	CLOTHING/PERSONAL EQUIP	\$	325.00
22642800	5871	MEDICARE	\$	2,953.00
22642800	5882	VACATION LEAVE PAYOUT	\$	-
22642800	5910	OTHER EXPENSE	\$	3,000.00
22642800	5911	NON TAXABLE MEAL FRINGE	\$	750.00
22642800	5922	TAXABLE MEAL FRINGE	\$	100.00
22642800	5940	TRAVEL	\$	5,000.00

TOTAL EMERGENCY MANAGEMENT A \$ 352,214.00

TOTAL EMERGENCY MANAGEMENT A \$ 352,214.00

ACCOUNTS FOR: 2023

COMMUNITY DEVELOPMENT APPROVED

22653410 COMMUNITY DEVELOPMENT ADMIN

22653410	5102	REGULAR SALARIES	\$	74,142.00
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22653410	5210	MATERIAL & SUPPLIES	\$	1,500.00
22653410	5317	NON CAPITAL PURCHASE	\$	-
22653410	5318	DATA BD APPROV NON CAP	\$	500.00
22653410	5321	DT BD APR CAP BOCC	\$	-
22653410	5400	PURCHASED SERVICES	\$	2,000.00
22653410	5811	PERS	\$	10,380.00
22653410	5820	HEALTH & LIFE INSURANCE	\$	24,000.00
22653410	5830	WORKERS COMPENSATION	\$	500.00
22653410	5850	TRAINING/EDUCATION	\$	600.00
22653410	5871	MEDICARE	\$	1,076.00
22653410	5910	OTHER EXPENSE	\$	2,000.00
22653410	5911	NON TAXABLE MEAL FRINGE	\$	100.00
22653410	5922	TAXABLE MEAL FRINGE	\$	100.00
22653410	5940	TRAVEL	\$	400.00
22653410	5950	REFUNDS	\$	-

TOTAL COMMUNITY DEVELOPMENT \$ 117,298.00

22653420 COMMUNITY DEVELOPMENT-FORMULA

22653420	5317	NON CAPITAL PURCHASE	\$	800,000.00
22653420	5991	REIMBURSEMENT	\$	80,000.00

TOTAL COMMUNITY DEVELOPMENT- \$ 880,000.00

22653425 COMMUNITY DEV-COMP HOUSING

22653425	5317	NON CAPITAL PURCHASES	\$	-
22653425	5400	PURCHASED SERVICES	\$	-
22653425	5991	REIMBURSEMENT	\$	-

TOTAL COMMUNITY DEV-COMP HOU \$ -

22653428 COMMUNITY DEV-FAIR HOUSING

22653428	5210	MATERIAL & SUPPLIES	\$	500.00
22653428	5400	PURCHASED SERVICES	\$	3,000.00
22653428	5910	OTHER EXPENSE	\$	1,500.00

TOTAL COMMUNITY DEV-FAIR HOU \$ 5,000.00

TOTAL COMMUNITY DEVELOPMENT \$ 1,002,298.00

ACCOUNTS FOR: 2023

LOEB FOUNDATION GRANT APPROVED

22672200 LOEB FOUNDATION GRANT-SHRF

22672200	5317	NON CAPITAL PURCHASE	\$	-
22672200	5320	CAPITAL PURCHASES	\$	15,000.00
22672200	5910	OTHER EXPENSE	\$	-

TOTAL LOEB FOUNDATION GRANT- \$ 15,000.00

TOTAL	LOEB FOUNDATION GRANT		\$	15,000.00
ACCOUNTS FOR:				2023
INDIGENT GUARDIANSHIP FUND				APPROVED

22681250 INDIGENT GUARDIANSHIP-PROB CT

22681250	5102	REGULAR SALARIES	\$	-
22681250	5400	PURCHASED SERVICES	\$	-
22681250	5871	MEDICARE	\$	-

TOTAL	INDIGENT GUARDIANSHIP-		\$	-
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TOTAL	INDIGENT GUARDIANSHIP		\$	-
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ACCOUNTS FOR:				2023
INDIGENT DRIVER ALCOHOL TREATM				APPROVED

22691280 INDIGENT DRVR ALC TREAT-CO CT

22691280	5400	PURCHASED SERVICES	\$	20,000.00
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TOTAL	INDIGENT DRVR ALC TREA		\$	20,000.00
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TOTAL	INDIGENT DRIVER ALCOHO		\$	20,000.00
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ACCOUNTS FOR:				2023
JUVENILE TREATMENT CENTER				APPROVED

22701240 JUVENILE TREATMENT CTR-JUV CT

22701240	5102	REGULAR SALARIES	\$	899,813.00
22701240	5114	OVERTIME PAY	\$	15,500.00
22701240	5210	MATERIAL & SUPPLIES	\$	19,899.00
22701240	5317	NON CAPITAL PURCHASE	\$	2,142.00
22701240	5318	DATA BD APPROV NON CAP	\$	-
22701240	5320	CAPITAL PURCHASE	\$	-
22701240	5321	DT BD APR CAP BOCC	\$	-
22701240	5400	PURCHASED SERVICES	\$	219,369.00
22701240	5410	CONTRACTS BOCC APPROVED	\$	-
22701240	5421	RENT OR LEASE	\$	4,160.00
22701240	5430	UTILITIES	\$	7,070.00
22701240	5460	INSURANCE	\$	1,071.00
22701240	5811	PERS	\$	125,974.00
22701240	5820	HEALTH & LIFE INSURANCE	\$	171,250.00
22701240	5830	WORKERS COMPENSATION	\$	17,996.00
22701240	5840	UNEMPLOYMENT COMPENSATION	\$	-
22701240	5850	TRAINING/EDUCATION	\$	2,678.00
22701240	5855	CLOTHING/PERSONAL EQUIP	\$	1,061.00
22701240	5871	MEDICARE	\$	13,047.00
22701240	5881	SICK LEAVE PAYOUT	\$	-
22701240	5882	VACATION LEAVE PAYOUT	\$	-
22701240	5910	OTHER EXPENSE	\$	1,071.00
22701240	5911	NON TAXABLE MEAL FRINGE	\$	212.00
22701240	5922	TAXABLE MEAL FRINGE	\$	107.00

22701240	5940	TRAVEL	\$	-
TOTAL	JUVENILE TREATMENT CTR		\$	1,502,420.00
TOTAL	JUVENILE TREATMENT CEN		\$	1,502,420.00
ACCOUNTS FOR:				2023
DTAC-PROSECUTOR ORC 321.261			APPROVED	

22711150 DTAC-PROSECUTOR

22711150	5102	REGULAR SALARIES	\$	152,536.00
22711150	5210	MATERIAL & SUPPLIES	\$	2,000.00
22711150	5317	NON CAPITAL PURCHASE	\$	1,000.00
22711150	5318	DATA BD APPROV NON CAP	\$	-
22711150	5320	CAPITAL PURCHASES	\$	-
22711150	5321	DT BD APR CAP BOCC	\$	-
22711150	5370	SOFTWARE NON DATA BOARD	\$	-
22711150	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22711150	5400	PURCHASED SERVICES	\$	1,000.00
22711150	5410	CONTRACTS BOCC APPROVED	\$	-
22711150	5421	RENT OR LEASE	\$	-
22711150	5811	PERS	\$	21,355.00
22711150	5820	HEALTH & LIFE INSURANCE	\$	25,327.00
22711150	5830	WORKERS COMPENSATION	\$	3,051.00
22711150	5850	TRAINING/EDUCATION	\$	2,833.00
22711150	5871	MEDICARE	\$	2,212.00
22711150	5881	SICK LEAVE PAYOUT	\$	-
22711150	5882	VACATION LEAVE PAYOUT	\$	-
22711150	5910	OTHER EXPENSE	\$	3,382.00
22711150	5940	TRAVEL	\$	1,000.00

TOTAL	DTAC-PROSECUTOR		\$	215,696.00
TOTAL	DTAC-PROSECUTOR ORC 32		\$	215,696.00
ACCOUNTS FOR:				2023
CP INDIGENT DRVR ALC TREATMT			APPROVED	

22721220 CP INDIGENT DRVR ALC TREATMT

22721220	5400	PURCHASED SERVICES	\$	-
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TOTAL	CP INDIGENT DRVR ALC T		\$	-
TOTAL	CP INDIGENT DRVR ALC T		\$	-

ACCOUNTS FOR:				2023
CHILDREN SERVICES			APPROVED	

22735100 CHILDREN SERVICES

22735100	5102	REGULAR SALARIES	\$	3,072,000.00
22735100	5114	OVERTIME PAY	\$	20,000.00
22735100	5210	MATERIAL & SUPPLIES	\$	75,000.00
22735100	5310	VEHICLES CAPITAL OUTLAY	\$	28,000.00



22735100	5317	NON CAPITAL PURCHASE	\$	13,000.00
22735100	5320	CAPITAL PURCHASE	\$	56,500.00
22735100	5400	PURCHASED SERVICES	\$	630,000.00
22735100	5410	CONTRACTS BOCC APPROVED	\$	-
22735100	5430	UTILITIES	\$	55,000.00
22735100	5446	CHILD-PLACEMENT	\$	300,000.00
22735100	5447	CHILD PLACEMENT SPECIALIZED	\$	3,000,000.00
22735100	5460	INSURANCE	\$	1,000.00
22735100	5811	PERS	\$	432,880.00
22735100	5820	HEALTH & LIFE INSURANCE	\$	787,350.00
22735100	5830	WORKERS COMPENSATION	\$	13,750.00
22735100	5840	UNEMPLOYMENT COMPENSATION	\$	-
22735100	5850	TRAINING/EDUCATION	\$	25,800.00
22735100	5855	CLOTHING/PERSONAL EQUIP	\$	9,000.00
22735100	5871	MEDICARE	\$	44,834.00
22735100	5881	SICK LEAVE PAYOUT	\$	8,600.00
22735100	5882	VACATION LEAVE PAYOUT	\$	9,300.00
22735100	5910	OTHER EXPENSE	\$	252,500.00
22735100	5911	NON TAXABLE MEAL FRINGE	\$	2,000.00
22735100	5922	TAXABLE MEAL FRINGE	\$	1,000.00
22735100	5940	TRAVEL	\$	5,000.00
TOTAL	CHILDREN SERVICES		\$	8,842,514.00
22735125	FAM/CHILD FIRST GRANT-CH SVC			
22735125	5102	REGULAR SALARIES	\$	-
22735125	5811	PERS	\$	-
22735125	5820	HEALTH & LIFE INSURANCE	\$	-
22735125	5871	MEDICARE	\$	-
22735125	5881	SICK LEAVE PAYOUT	\$	-
22735125	5882	VACATION LEAVE PAYOUT	\$	-
TOTAL	FAM/CHILD FIRST GRANT-		\$	-
22735160	DONATIONS-CHILDREN SERVICE			
22735160	5910	OTHER EXPENSE	\$	19,500.00
22735160	5911	NON TAXABLE MEAL FRINGE	\$	-
22735160	5922	TAXABLE MEAL FRINGE	\$	-
TOTAL	DONATIONS-CHILDREN SER		\$	19,500.00
22735165	ALTERNATIVE RESP DONATION-CS			
22735165	5910	OTHER EXPENSE	\$	-
TOTAL	ALTERNATIVE RESP DONAT		\$	-
TOTAL	CHILDREN SERVICES		\$	8,862,014.00
ACCOUNTS FOR:				2023

COUNTY COURT COMPUTR 1907.261A

APPROVED

22741410 IT COSTS-COUNTY COURT

22741410	5317	NON CAPITAL PURCHASE	\$	4,000.00
22741410	5318	DATA BD APPROV NON CAP	\$	4,000.00
22741410	5321	DT BD APR CAP BOCC	\$	-
22741410	5370	SOFTWARE	\$	-
22741410	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22741410	5400	PURCHASED SERVICES	\$	4,000.00
22741410	5940	TRAVEL	\$	-

TOTAL	IT COSTS-COUNTY COURT	\$	12,000.00
TOTAL	COUNTY COURT COMPUTR 1	\$	12,000.00

ACCOUNTS FOR: 2023

COUNTY CRT CLK COMP 1907.261B

APPROVED

22751410 IT COSTS-COUNTY COURT CLERK

22751410	5317	NON CAPITAL PURCHASE	\$	15,000.00
22751410	5320	CAPITAL PURCHASE	\$	-
22751410	5370	SOFTWARE NON DATA BOARD	\$	15,000.00
22751410	5400	PURCHASED SERVICES	\$	-

TOTAL	IT COSTS-COUNTY COURT	\$	30,000.00
TOTAL	COUNTY CRT CLK COMP 19	\$	30,000.00

ACCOUNTS FOR: 2023

PROBATE COMPUTER 2101.162

APPROVED

22761410 IT COSTS-PROBATE COURT

22761410	5317	NON CAPITAL PURCHASE	\$	5,000.00
22761410	5330	CAPITAL PURCH REG OFFICE	\$	-
22761410	5331	DATA APR CAPITAL REG OFFICE	\$	-
22761410	5400	PURCHASED SERVICES	\$	2,000.00

TOTAL	IT COSTS-PROBATE COURT	\$	7,000.00
TOTAL	PROBATE COMPUTER 2101.	\$	7,000.00

ACCOUNTS FOR: 2023

PROBATE CLERK COMPUTR 2101.162

APPROVED

22771410 IT COSTS-PROBATE COURT CLERK

22771410	5317	NON CAPITAL PURCHASE	\$	15,000.00
22771410	5320	CAPITAL PURCHASE	\$	2,000.00
22771410	5330	CAPITAL PURCH REG OFFICE	\$	-
22771410	5331	DATA APR CAPITAL REG OFFICE	\$	-
22771410	5400	PURCHASED SERVICES	\$	5,000.00

TOTAL	IT COSTS-PROBATE COURT	\$	22,000.00
TOTAL	PROBATE CLERK COMPUTR	\$	22,000.00

ACCOUNTS FOR: 2023  
 JUVENILE CLK COMPUTR 2151.541 APPROVED

22781240 IT COSTS2-JUVENILE COURT CLERK  
 22781240 5317 NON CAPITAL PURCHASE \$ -

TOTAL IT COSTS2-JUVENILE COU \$ -

22781410 IT COSTS-JUVENILE COURT CLERK  
 22781410 5317 NON CAPITAL PURCHASE \$ 8,000.00  
 22781410 5320 CAPITAL PURCHASES \$ 6,000.00  
 22781410 5330 CAPITAL PURCH REG OFFICE \$ -  
 22781410 5331 DATA APR CAPITAL REG OFFICE \$ -  
 22781410 5400 PURCHASED SERVICES \$ -  
 22781410 5950 REFUNDS \$ -

TOTAL IT COSTS-JUVENILE COUR \$ 14,000.00

TOTAL JUVENILE CLK COMPUTR 2 \$ 14,000.00

ACCOUNTS FOR: 2023  
 JUVENILE COMPUTER 2151.541 APPROVED

22791410 IT COSTS-JUVENILE COURT  
 22791410 5317 NON CAPITAL PURCHASE \$ 2,100.00  
 22791410 5330 CAPITAL PURCH REG OFFICE \$ 2,100.00  
 22791410 5331 DATA APR CAPITAL REG OFFICE \$ -

TOTAL IT COSTS-JUVENILE COUR \$ 4,200.00

TOTAL JUVENILE COMPUTER 2151 \$ 4,200.00

ACCOUNTS FOR: 2023  
 COMMON PLEAS COMPUTER 2303.201 APPROVED

22801410 IT COSTS-COMMON PLEAS  
 22801410 5210 MATERIAL & SUPPLIES \$ 1,000.00  
 22801410 5317 NON CAPITAL PURCHASE \$ 4,000.00  
 22801410 5318 DATA BD APPROV NON CAP \$ -  
 22801410 5320 CAPITAL PURCHASE \$ -  
 22801410 5400 PURCHASED SERVICES \$ 13,000.00

TOTAL IT COSTS-COMMON PLEAS \$ 18,000.00

TOTAL COMMON PLEAS COMPUTER \$ 18,000.00

ACCOUNTS FOR: 2023  
 DOMESTIC REL COMPUTER 2301.031 APPROVED

22811410 IT COSTS-DOMESTIC RELATIONS  
 22811410 5317 NON CAPITAL PURCHASE \$ 5,000.00  
 22811410 5318 DATA BD APPROV NON CAP \$ -  
 22811410 5331 DATA APR CAPITAL REG OFFICE \$ -

TOTAL	IT COSTS-DOMESTIC RELA	\$	5,000.00
TOTAL	DOMESTIC REL COMPUTER	\$	5,000.00
ACCOUNTS FOR:			2023
CLERK COURTS COMPUTER 2303.201			APPROVED

22821410 IT COSTS-CLERK OF COURTS

22821410	5317	NON CAPITAL PURCHASE	\$	15,000.00
22821410	5318	DATA BD APPROV NON CAP	\$	-
22821410	5320	CAPITAL PURCHASE	\$	-
22821410	5370	SOFTWARE NON DATA BOARD	\$	168,000.00
22821410	5400	PURCHASED SERVICES	\$	-

TOTAL	IT COSTS-CLERK OF COUR	\$	183,000.00
TOTAL	CLERK COURTS COMPUTER	\$	183,000.00
ACCOUNTS FOR:			2023
COUNTY CT SPEC PROJ 1907.24B1			APPROVED

22831280 COUNTY COURT SPECIAL PROJECTS

22831280	5102	REGULAR SALARIES	\$	-
22831280	5210	MATERIAL & SUPPLIES	\$	4,000.00
22831280	5317	NON CAPITAL PURCHASE	\$	6,500.00
22831280	5320	CAPITAL PURCHASE	\$	3,000.00
22831280	5400	PURCHASED SERVICES	\$	500,000.00
22831280	5460	INSURANCE	\$	200.00
22831280	5811	PERS	\$	-
22831280	5830	WORKERS COMPENSATION	\$	-
22831280	5850	TRAINING/EDUCATION	\$	20,000.00
22831280	5871	MEDICARE	\$	-
22831280	5910	OTHER EXPENSE	\$	15,000.00
22831280	5911	NON TAXABLE MEAL FRINGE	\$	750.00
22831280	5922	TAXABLE MEAL FRINGE	\$	-

TOTAL	COUNTY COURT SPECIAL P	\$	549,450.00
TOTAL	COUNTY CT SPEC PROJ 19	\$	549,450.00
ACCOUNTS FOR:			2023
COGNITIVE INTERVENTION PROGRAM			APPROVED

22842911 SUBSTANCE ABUSE MONITORING

22842911	5102	REGULAR SALARIES	\$	82,534.00
22842911	5210	MATERIAL & SUPPLIES	\$	25,000.00
22842911	5400	PURCHASED SERVICES	\$	34,000.00
22842911	5421	RENT OR LEASE	\$	-
22842911	5430	UTILITIES	\$	-
22842911	5811	PERS	\$	11,529.00
22842911	5820	HEALTH & LIFE INSURANCE	\$	17,397.00
22842911	5830	WORKERS COMPENSATION	\$	1,800.00

22842911	5840	UNEMPLOYMENT COMPENSATION	\$	-
22842911	5850	TRAINING/EDUCATION	\$	1,800.00
22842911	5855	CLOTHING/PERSONAL EQUIP	\$	1,000.00
22842911	5871	MEDICARE	\$	1,195.00
22842911	5910	OTHER EXPENSE	\$	1,500.00
22842911	5911	NON TAXABLE MEAL FRINGE	\$	2,000.00
22842911	5940	TRAVEL	\$	2,000.00

TOTAL SUBSTANCE ABUSE MONITO \$ 181,755.00

TOTAL COGNITIVE INTERVENTION \$ 181,755.00

ACCOUNTS FOR: 2023

CONCEALED HANDGUN LICENSE APPROVED

22852200 CONCEALED HANDGUN LICENSE

22852200	5102	REGULAR SALARIES	\$	58,619.00
22852200	5114	OVERTIME PAY	\$	-
22852200	5210	MATERIAL & SUPPLIES	\$	7,200.00
22852200	5317	NON CAPITAL PURCHASE	\$	8,000.00
22852200	5318	DATA BD APPROV NON CAP	\$	-
22852200	5370	SOFTWARE NON DATA BOARD	\$	3,750.00
22852200	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22852200	5400	PURCHASED SERVICES	\$	-
22852200	5811	PERS	\$	8,207.00
22852200	5820	HEALTH & LIFE INSURANCE	\$	8,639.00
22852200	5830	WORKERS COMPENSATION	\$	1,172.00
22852200	5871	MEDICARE	\$	850.00
22852200	5910	OTHER EXPENSE	\$	-
22852200	5940	TRAVEL	\$	-

TOTAL CONCEALED HANDGUN LICE \$ 96,437.00

TOTAL CONCEALED HANDGUN LICE \$ 96,437.00

ACCOUNTS FOR: 2023

SHERIFF-DRUG LAW ENFORCEMENT APPROVED

22862200 DRUG LAW ENFORCEMENT-SHERIFF

22862200	5210	MATERIAL & SUPPLIES	\$	2,500.00
22862200	5317	NON CAPITAL PURCHASE	\$	-
22862200	5320	CAPITAL PURCHASE	\$	-
22862200	5370	SOFTWARE NON DATA BOARD	\$	-
22862200	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22862200	5400	PURCHASED SERVICES	\$	2,500.00
22862200	5850	TRAINING & EDUCATION	\$	-
22862200	5910	OTHER EXPENSE	\$	-

TOTAL DRUG LAW ENFORCEMENT-S \$ 5,000.00

TOTAL SHERIFF-DRUG LAW ENFOR \$ 5,000.00

ACCOUNTS FOR: 2023

## SHERIFF-LAW ENFORCEMENT TRUST

APPROVED

## 22872200 LAW ENFORCEMENT TRUST-SHERIFF

22872200	5155	PERSONAL SERVICES REIMBURSEMENTS	\$	-
22872200	5210	MATERIAL & SUPPLIES	\$	-
22872200	5317	NON CAPITAL PURCHASE	\$	-
22872200	5321	DT BD APR CAP BOCC	\$	-
22872200	5370	SOFTWARE NON DATA BOARD	\$	-
22872200	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22872200	5400	PURCHASED SERVICES	\$	43,550.00
22872200	5460	INSURANCE	\$	-
22872200	5855	CLOTHING & PERSONAL EQUIP	\$	-
22872200	5910	OTHER EXPENSE	\$	1,000.00
22872200	5920	ALLOWANCES	\$	-
22872200	5940	TRAVEL	\$	-

TOTAL	LAW ENFORCEMENT TRUST-		\$	44,550.00
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TOTAL	SHERIFF-LAW ENFORCEMENT		\$	44,550.00
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ACCOUNTS FOR:				2023
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## COMM BASED CORRECTIONS DONATIO

APPROVED

## 22881226 VETERANS SERVICE COMMISSION

22881226	5210	MATERIAL & SUPPLIES	\$	1,000.00
22881226	5400	PURCHASED SERVICES	\$	1,950.00
22881226	5850	TRAINING & EDUCATION	\$	1,500.00
22881226	5910	OTHER EXPENSE	\$	1,000.00
22881226	5911	NON TAXABLE MEAL FRINGE	\$	1,550.00

TOTAL	VETERANS SERVICE COMMISSION		\$	7,000.00
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TOTAL	COMM BASED CORRECTIONS		\$	7,000.00
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ACCOUNTS FOR:				2023
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## COMMUNITY BASED CORRECTIONS

APPROVED

## 22891220 COMM CORRCTN-COMMON PLEAS CT

22891220	5102	REGULAR SALARIES	\$	40,692.00
22891220	5210	MATERIAL & SUPPLIES	\$	-
22891220	5317	NON CAPITAL PURCHASE	\$	-
22891220	5811	PERS	\$	5,697.00
22891220	5820	HEALTH & LIFE INSURANCE	\$	3,913.00
22891220	5830	WORKERS COMPENSATION	\$	430.00
22891220	5850	TRAINING & EDUCATION	\$	-
22891220	5871	MEDICARE	\$	580.00
22891220	5910	OTHER EXPENSE	\$	-

TOTAL	COMM CORRCTN-COMMON PL		\$	51,312.00
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## 22891221 COMM CORRCTN-CORONAVIRUS GRANT

22891221	5102	REGULAR SALARIES	\$	-
22891221	5210	MATERIAL & SUPPLIES	\$	-
22891221	5317	NON CAPITAL PURCHASES	\$	-
22891221	5811	PERS	\$	-
22891221	5820	HEALTH & LIFE INSURANCE	\$	-
22891221	5871	MEDICARE	\$	-

TOTAL      COMM CORRCTN-CORONAVIR      \$      -

22891224 COMM CORRCTN-CP COMM CORRCTN

22891224	5102	REGULAR SALARIES	\$	218,696.00
22891224	5210	MATERIAL & SUPPLIES	\$	1,500.00
22891224	5317	NON CAPITAL PURCHASE	\$	-
22891224	5318	DATA BD APPROV NON CAP	\$	-
22891224	5400	PURCHASED SERVICES	\$	36,161.00
22891224	5811	PERS	\$	30,618.00
22891224	5820	HEALTH & LIFE INSURANCE	\$	30,776.00
22891224	5830	WORKERS COMPENSATION	\$	1,200.00
22891224	5840	UNEMPLOYMENT COMPENSATION	\$	1,041.00
22891224	5850	TRAINING/EDUCATION	\$	8,500.00
22891224	5871	MEDICARE	\$	3,172.00
22891224	5910	OTHER EXPENSE	\$	1,000.00
22891224	5911	NON TAXABLE MEAL FRINGE	\$	1,500.00
22891224	5940	TRAVEL	\$	1,500.00

TOTAL      COMM CORRCTN-CP COMM C      \$      335,664.00

22891225 COMM CORR-PROB IMPROV/INCENTV

22891225	5102	REGULAR SALARIES	\$	-
22891225	5210	MATERIAL & SUPPLIES	\$	-
22891225	5317	NON CAPITAL PURCHASE	\$	-
22891225	5400	PURCHASED SERVICES	\$	-
22891225	5811	PERS	\$	-
22891225	5820	HEALTH & LIFE INSURANCE	\$	-
22891225	5830	WORKERS COMPENSATION	\$	-
22891225	5850	TRAINING/EDUCATION	\$	-
22891225	5871	MEDICARE	\$	-
22891225	5910	OTHER EXPENSE	\$	-
22891225	5940	TRAVEL	\$	-

TOTAL      COMM CORR-PROB IMPROV/      \$      -

22891226 COMM CORR VETERANS SERVICE COM

22891226	5102	REGULAR SALARIES	\$	-
22891226	5210	MATERIAL & SUPPLIES	\$	-
22891226	5317	NON CAPITAL PURCHASE	\$	-
22891226	5320	CAPITAL PURCHASE	\$	-

22891226	5400	PURCHASED SERVICES	\$	-
22891226	5811	PERS	\$	-
22891226	5820	HEALTH & LIFE INSURANCE	\$	-
22891226	5830	WORKERS COMPENSATION	\$	-
22891226	5850	TRAINING/EDUCATION	\$	-
22891226	5855	CLOTHING/PERSONAL EQUIP	\$	-
22891226	5871	MEDICARE	\$	-
22891226	5910	OTHER EXPENSE	\$	-
22891226	5940	TRAVEL	\$	-

TOTAL      COMM CORR VETERANS SER      \$      -

22891227 COMM CORR-JUSTICE REINVEST INC

22891227	5102	REGULAR SALARIES	\$	146,991.00
22891227	5114	OVERTIME PAY	\$	-
22891227	5210	MATERIAL & SUPPLIES	\$	-
22891227	5317	NON CAPITAL PURCHASES	\$	-
22891227	5318	DATA BD APPROV NON CAP	\$	-
22891227	5321	DT BD APR CAP BOCC	\$	-
22891227	5400	PURCHASED SERVICES	\$	30,570.00
22891227	5460	INSURANCE	\$	-
22891227	5811	PERS	\$	20,579.00
22891227	5820	HEALTH & LIFE INSURANCE	\$	45,540.00
22891227	5850	TRAINING/EDUCATION	\$	6,000.00
22891227	5855	CLOTHING/PERSONAL EQUIP	\$	-
22891227	5871	MEDICARE	\$	-
22891227	5910	OTHER EXPENSE	\$	2,140.00
22891227	5911	NON TAXABLE MEAL FRINGE	\$	1,500.00
22891227	5940	TRAVEL	\$	1,500.00

TOTAL      COMM CORR-JUSTICE REIN      \$      254,820.00

22891228 COMM CORRCTN-SPECLIZED DOCKET

22891228	5102	REGULAR SALARIES	\$	32,000.00
22891228	5210	MATERIAL & SUPPLIES	\$	6,542.00
22891228	5400	PURCHASED SERVICES	\$	8,000.00
22891228	5811	PERS	\$	4,480.00
22891228	5820	HEALTH & LIFE INSURANCE	\$	16,014.00
22891228	5871	MEDICARE	\$	464.00
22891228	5910	OTHER EXPENSE	\$	2,500.00

TOTAL      COMM CORRCTN-SPECLIZED      \$      70,000.00

22891229 COMM CORR-CARE GRANT

22891229	5210	MATERIAL & SUPPLIES	\$	-
22891229	5400	PURCHASED SERVICES	\$	-
22891229	5910	OTHER EXPENSE	\$	-



TOTAL	COMM CORR-CARE GRANT		\$	-
TOTAL	COMMUNITY BASED CORREC		\$	711,796.00
ACCOUNTS FOR:				2023
HAZ MAT EMERG PLAN SPEC FUND				APPROVED
22902840	HAZ MAT EMERG PLAN SPEC			
22902840	5400	PURCHASED SERVICES	\$	27,119.00
TOTAL	HAZ MAT EMERG PLAN SPE		\$	27,119.00
TOTAL	HAZ MAT EMERG PLAN SPE		\$	27,119.00
ACCOUNTS FOR:				2023
SHERIFF-D.A.R.E. PROGRAM				APPROVED
22912200	D.A.R.E. PROGRAM-SHERIFF			
22912200	5910	OTHER EXPENSE	\$	-
TOTAL	D.A.R.E. PROGRAM-SHERI		\$	-
TOTAL	SHERIFF-D.A.R.E. PROGR		\$	-
ACCOUNTS FOR:				2023
SHERIFF GRANTS				APPROVED
22932200	SHERIFF GRANTS-SHERIFF			
22932200	5317	NON CAPITAL PURCHASE	\$	-
22932200	5370	SOFTWARE NON DATA BOARD	\$	-
22932200	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22932200	5400	PURCHASED SERVICES	\$	-
22932200	5410	CONTRACTS BOCC APPROVED	\$	-
22932200	5910	OTHER EXPENSE	\$	-
22932200	5920	ALLOWANCES	\$	-
22932200	5940	TRAVEL	\$	-
22932200	5991	REIMBURSEMENT	\$	-
TOTAL	SHERIFF GRANTS-SHERIFF		\$	-
TOTAL	SHERIFF GRANTS		\$	-
ACCOUNTS FOR:				2023
SHERIFF DARE LAW ENFORC GRANT				APPROVED
22942200	SHERIFF DARE LAW ENFORCE GRANT			
22942200	5155	PERSONAL SERVICES REIMBURSEMT	\$	35,000.00
TOTAL	SHERIFF DARE LAW ENFOR		\$	35,000.00
TOTAL	SHERIFF DARE LAW ENFOR		\$	35,000.00
ACCOUNTS FOR:				2023
TACTICAL RESPONSE UNIT				APPROVED
22952200	TACTICAL RESPONSE UNIT-SHERIFF			

22952200	5210	MATERIAL & SUPPLIES	\$	5,500.00
22952200	5317	NON CAPITAL PURCHASE	\$	5,000.00
22952200	5320	CAPITAL PURCHASES	\$	-
22952200	5370	SOFTWARE NON DATA BOARD	\$	700.00
22952200	5371	SOFTWARE - DATA BOARD APPROVED	\$	-
22952200	5400	PURCHASED SERVICES	\$	1,000.00
22952200	5460	INSURANCE	\$	2,000.00
22952200	5855	CLOTHING/PERSONAL EQUIP	\$	-
22952200	5910	OTHER EXPENSE	\$	1,000.00
22952200	5940	TRAVEL	\$	600.00

TOTAL	TACTICAL RESPONSE UNIT		\$	15,800.00
TOTAL	TACTICAL RESPONSE UNIT		\$	15,800.00

ACCOUNTS FOR: 2023  
 COMP REHAB DWNPMT ASST COMMDEV APPROVED

22963425 COMP REHAB DWNPMT ASST-CD

22963425	5910	OTHER EXPENSE	\$	10,000.00
22963425	5912	ADMIN COSTS	\$	1,000.00
22963425	5920	ALLOWANCES	\$	11,000.00

TOTAL	COMP REHAB DWNPMT ASST		\$	22,000.00
TOTAL	COMP REHAB DWNPMT ASST		\$	22,000.00

ACCOUNTS FOR: 2023  
 ENFORCEMT & EDUCATN 4511.19G5A APPROVED

22972200 ENFORCEMT & EDUCATN 4511.19G5A

22972200	5317	NON CAPITAL PURCHASE	\$	30,000.00
22972200	5370	SOFTWARE NON DATA BOARD	\$	-
22972200	5371	SOFTWARE - DATA BOARD APPROVED	\$	-

TOTAL	ENFORCEMT & EDUCATN 45		\$	30,000.00
TOTAL	ENFORCEMT & EDUCATN 45		\$	30,000.00

ACCOUNTS FOR: 2023  
 REHAB INC FUNDS APPROVED

22985000 REHAB INC

22985000	5400	PURCHASED SERVICES	\$	10,000.00
22985000	5910	OTHER EXPENSE	\$	10,000.00
22985000	5912	ADMIN COSTS	\$	2,000.00
22985000	5920	ALLOWANCES	\$	-

TOTAL	REHAB INC		\$	22,000.00
TOTAL	REHAB INC FUNDS		\$	22,000.00

ACCOUNTS FOR: 2023  
 COUNTY TRANSIT APPROVED

22997000	TRANSIT		
22997000	5210	MATERIAL & SUPPLIES	\$ 240,000.00
22997000	5310	VEHICLES CAPITAL OUTLAY	\$ -
22997000	5317	NON CAPITAL PURCHASE	\$ -
22997000	5320	CAPITAL PURCHASES	\$ -
22997000	5400	PURCHASED SERVICES	\$ 1,203,000.00
22997000	5410	CONTRACTS BOCC APPROVED	\$ -
22997000	5910	OTHER EXPENSE	\$ 1,000.00
22997000	5911	NON TAXABLE MEAL FRINGE	\$ 100.00
22997000	5912	ADMIN COSTS	\$ 30,000.00
22997000	5922	TAXABLE MEAL FRINGE	\$ 100.00
22997000	5940	TRAVEL	\$ 2,000.00

TOTAL	TRANSIT		\$ 1,476,200.00
TOTAL	COUNTY TRANSIT		\$ 1,476,200.00
ACCOUNTS FOR:			2023
BOND RETIREMENT SPECIAL ASSMT			APPROVED

33273121	91 COLUMBIA RD-ST		
33273121	5988	RESERVE/CONTINGENCY	\$ -

TOTAL	91 COLUMBIA RD-ST		\$ -
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33273200	WARREN CO WATER DIST		
33273200	5910	OTHER EXPENSE	\$ -

TOTAL	WARREN CO WATER DIST		\$ -
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33273201	93 ISSUE-WS		
33273201	5988	RESERVE/CONTINGENCY	\$ -

TOTAL	93 ISSUE-WS		\$ -
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33273202	98 DRAKE RD-W		
33273202	5511	INTEREST	\$ -
33273202	5512	PRINCIPAL	\$ -

TOTAL	98 DRAKE RD-W		\$ -
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33273206	98 EAGLE HILL-W		
33273206	5511	INTEREST	\$ -
33273206	5512	PRINCIPAL	\$ -

TOTAL	98 EAGLE HILL-W		\$ -
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33273208	98 TURTLECREEK UNION-W		
33273208	5511	INTEREST	\$ -

33273208	5512	PRINCIPAL	\$	-
TOTAL	98 TURTLECREEK UNION-W		\$	-
33273214	82 SO TWP LINE-W			
33273214	5988	RESERVE/CONTINGENCY	\$	-
TOTAL	82 SO TWP LINE-W		\$	-
33273237	13 BELLBROOK/CHENOWETH WATER			
33273237	5511	INTEREST	\$	9,177.00
33273237	5512	PRINCIPAL	\$	14,732.00
TOTAL	13 BELLBROOK/CHENOWETH		\$	23,909.00
33273242	96 SHARTS-KENNY-W			
33273242	5511	INTEREST	\$	-
33273242	5512	PRINCIPAL	\$	-
TOTAL	96 SHARTS-KENNY-W		\$	-
33273254	91 ISSUE-W			
33273254	5988	RESERVE/CONTINGENCY	\$	-
TOTAL	91 ISSUE-W		\$	-
33273265	89 ISSUE-WS			
33273265	5988	RESERVE/CONTINGENCY	\$	-
TOTAL	89 ISSUE-WS		\$	-
33273266	90 WAT IMPROV SR73 & LYTL 5PT			
33273266	5988	RESERVE/CONTINGENCY	\$	-
TOTAL	90 WAT IMPROV SR73 & L		\$	-
33273300	WARREN CO SEWER DIST			
33273300	5910	OTHER EXPENSE	\$	-
TOTAL	WARREN CO SEWER DIST		\$	-
33273303	80 ISSUE-WS			
33273303	5988	RESERVE/CONTINGENCY	\$	-
TOTAL	80 ISSUE-WS		\$	-
33273312	82 UNION RUN PLAN-S			

33273312	5988	RESERVE/CONTINGENCY	\$	-
TOTAL	82 UNION RUN PLAN-S		\$	-
33273313	81 LLM SEWER-S			
33273313	5988	RESERVE/CONTINGENCY	\$	-
TOTAL	81 LLM SEWER-S		\$	-
33273316	83 ISSUE-WS			
33273316	5988	RESERVE/CONTINGENCY	\$	-
TOTAL	83 ISSUE-WS		\$	-
33273360	96 BUTLER WARREN-S			
33273360	5511	INTEREST	\$	-
33273360	5512	PRINCIPAL	\$	-
TOTAL	96 BUTLER WARREN-S		\$	-
33273380	96 LAKE CHETAC-S			
33273380	5511	INTEREST	\$	-
33273380	5512	PRINCIPAL	\$	-
TOTAL	96 LAKE CHETAC-S		\$	-
33273450	97 WATERSTONE-WS ST			
33273450	5511	INTEREST	\$	-
33273450	5512	PRINCIPAL	\$	-
TOTAL	97 WATERSTONE-WS ST		\$	-
33273760	PUB WORKS-FENCE CONST-TWP 971			
33273760	5988	RESERVE/CONTINGENCY	\$	-
TOTAL	PUB WORKS-FENCE CONST-		\$	-
33273901	2000 ISSUE WS			
33273901	5511	INTEREST	\$	-
33273901	5512	PRINCIPAL	\$	-
TOTAL	2000 ISSUE WS		\$	-
33273902	2001 ISSUE WS			
33273902	5511	INTEREST	\$	-
33273902	5512	PRINCIPAL	\$	-

TOTAL	2001 ISSUE WS		\$	-
33273904	2004 ISSUE WS			
33273904	5511	INTEREST	\$	1,420.00
33273904	5512	PRINCIPAL	\$	14,757.00
TOTAL	2004 ISSUE WS		\$	16,177.00
33273905	2005 ISSUE W			
33273905	5511	INTEREST	\$	662.00
33273905	5512	PRINCIPAL	\$	4,794.00
TOTAL	2005 ISSUE W		\$	5,456.00
33273909	2011 ISSUE W			
33273909	5511	INTEREST	\$	11,805.00
33273909	5512	PRINCIPAL	\$	27,610.00
TOTAL	2011 ISSUE W		\$	39,415.00
33273910	17 IRWIN SIMPSON SEWER			
33273910	5511	INTEREST	\$	4,500.00
33273910	5512	PRINCIPAL	\$	5,255.00
TOTAL	17 IRWIN SIMPSON SEWER		\$	9,755.00
33273911	2019 KEEVER CK & 741 TURN LANE			
33273911	5511	INTEREST	\$	12,581.00
33273911	5512	PRINCIPAL	\$	27,000.00
TOTAL	2019 KEEVER CK & 741 T		\$	39,581.00
TOTAL	BOND RETIREMENT SPECIA		\$	134,293.00
ACCOUNTS FOR:				2023
STATE OPWC LOAN			APPROVED	
33603120	STATE OPWC LOAN			
33603120	5512	PRINCIPAL	\$	112,715.70
TOTAL	STATE OPWC LOAN		\$	112,715.70
TOTAL	STATE OPWC LOAN		\$	112,715.70
ACCOUNTS FOR:				2023
2013 RADIO SYSTEM BONDS			APPROVED	
33683824	2013 RADIO SYSTEM UPGRADE			
33683824	5511	INTEREST	\$	-
33683824	5512	PRINCIPAL	\$	-

TOTAL	2013 RADIO SYSTEM UPGR		\$	-
TOTAL	2013 RADIO SYSTEM BOND		\$	-
ACCOUNTS FOR:				2023
TAX INCREMENT FINANCING - P&G				APPROVED

33843785	2005 P&G TIF COMBINED ISSUE			
33843785	5511	INTEREST	\$	-
33843785	5512	PRINCIPAL	\$	-
TOTAL	2005 P&G TIF COMBINED		\$	-

33843786	STATE 166 LOAN			
33843786	5511	INTEREST	\$	-
33843786	5512	PRINCIPAL	\$	-
33843786	5910	OTHER EXPENSE	\$	-
TOTAL	STATE 166 LOAN		\$	-

33843788	2010 TIF ROAD BOND			
33843788	5511	INTEREST	\$	-
33843788	5512	PRINCIPAL	\$	-
TOTAL	2010 TIF ROAD BOND		\$	-
TOTAL	TAX INCREMENT FINANCIN		\$	-

ACCOUNTS FOR:				2023
RID BOND GREENS OF BUNNEL				APPROVED

33933908	2009 RID GREENS BUNNLL HILL-RD			
33933908	5511	INTEREST	\$	105,950.00
33933908	5512	PRINCIPAL	\$	85,000.00
33933908	5910	OTHER EXPENSE	\$	-
TOTAL	2009 RID GREENS BUNNLL		\$	190,950.00

33933918	21 RID LYT5PTS/BHILL ROUNDABOU			
33933918	5511	INTEREST	\$	21,714.00
33933918	5512	PRINCIPAL	\$	322,000.00
33933918	5910	OTHER EXPENSE	\$	-
TOTAL	21 RID LYT5PTS/BHILL R		\$	343,714.00
TOTAL	RID BOND GREENS OF BUN		\$	534,664.00

ACCOUNTS FOR:				2023
JAIL BONDS 2019				APPROVED

33953712	JAIL BONDS 2019			
33953712	5511	INTEREST	\$	148,500.00
33953712	5512	PRINCIPAL	\$	9,900,000.00

33953712	5910	OTHER EXPENSE	\$	-
TOTAL	JAIL BONDS 2019		\$	10,048,500.00
TOTAL	JAIL BONDS 2019		\$	10,048,500.00
ACCOUNTS FOR:				2023
COUNTY WIDE FINANCIAL SOFTWARE			APPROVED	

44011120	COUNTY WIDE FINANCIAL SOFTWARE			
44011120	5102	REGULAR SALARIES	\$	-
44011120	5114	OVERTIME PAY	\$	-
44011120	5317	NON CAPITAL PURCHASES	\$	18,000.00
44011120	5318	DATA BD APPROV NON CAP	\$	-
44011120	5320	CAPITAL PURCHASE	\$	18,000.00
44011120	5370	SOFTWARE	\$	120,000.00
44011120	5400	PURCHASED SERVICES	\$	-
44011120	5811	PERS	\$	-
44011120	5820	HEALTH & LIFE INSURANCE	\$	-
44011120	5830	WORKERS COMPENSATION	\$	-
44011120	5850	TRAINING & EDUCATION	\$	18,000.00
44011120	5871	MEDICARE	\$	-
44011120	5882	VACATION LEAVE PAYOUT	\$	-
44011120	5911	NON TAXABLE MEAL FRINGE	\$	1,000.00
44011120	5922	TAXABLE MEAL FRINGE	\$	-
TOTAL	COUNTY WIDE FINANCIAL		\$	175,000.00
TOTAL	COUNTY WIDE FINANCIAL		\$	175,000.00
ACCOUNTS FOR:				2023
DEFAULTED SUBDIVISION SPEC ASM			APPROVED	

44303120	DEFAULTED SUBDIVISION-RD			
44303120	5320	CAPITAL PURCHASES	\$	399,158.00
TOTAL	DEFAULTED SUBDIVISION-		\$	399,158.00
TOTAL	DEFAULTED SUBDIVISION		\$	399,158.00
ACCOUNTS FOR:				2023
EDWARDSVILLE ROAD BRIDGE			APPROVED	

44323130	EDWARDSVILLE ROAD BRIDGE			
44323130	5320	CAPITAL PURCHASES	\$	-
44323130	5390	CAPITAL NON CASH	\$	-
TOTAL	EDWARDSVILLE ROAD BRID		\$	-
TOTAL	EDWARDSVILLE ROAD BRID		\$	-
ACCOUNTS FOR:				2023
STROUT RD BRIDGE 207-0.02			APPROVED	

44353130 STROUT RD BRIDGE 207-0.02



44353130	5390	CAPITAL NON CASH	\$	-
TOTAL	STROUT RD BRIDGE 207-0		\$	-
4435 STROUT RD BRIDGE 207-0.02				
4435	5390	CAPITAL NON CASH	\$	-
TOTAL	STROUT RD BRIDGE 207-0		\$	-
TOTAL	STROUT RD BRIDGE 207-0		\$	-
ACCOUNTS FOR:				2023
KING AVE BRIDGE PROJECT			APPROVED	
44373130 KING AVE BRIDGE PROJECT				
44373130	5320	CAPITAL PURCHASE	\$	-
TOTAL	KING AVE BRIDGE PROJEC		\$	-
TOTAL	KING AVE BRIDGE PROJEC		\$	-
ACCOUNTS FOR:				2023
NB COLUMBIA/3C RIGHT TURN LN			APPROVED	
44383120 NB COLUMBIA/3C RIGHT TURN LANE				
44383120	5320	CAPITAL PURCHASES	\$	-
TOTAL	NB COLUMBIA/3C RIGHT T		\$	-
TOTAL	NB COLUMBIA/3C RIGHT T		\$	-
ACCOUNTS FOR:				2023
VARIOUS SEWER ASSESSMENT PROJE			APPROVED	
44493300 SEWER ASSMT PROJECTS				
44493300	5400	PURCHASED SERVICES	\$	-
TOTAL	SEWER ASSMT PROJECTS		\$	-
TOTAL	VARIOUS SEWER ASSESSME		\$	-
ACCOUNTS FOR:				2023
ROAD INFRASTRUCTURE			APPROVED	
44513120 ROAD INFRASTRUCTURE				
44513120	5910	OTHER EXPENSE	\$	-
44513120	5997	OPERATIONAL TRANSFERS	\$	-
TOTAL	ROAD INFRASTRUCTURE		\$	-
TOTAL	ROAD INFRASTRUCTURE		\$	-
ACCOUNTS FOR:				2023
OLD 122 & TWP LINE RD ROUNDABO			APPROVED	
44533120 OLD 122 & TWP LINE RD ROUNDABT				
44533120	5390	CAPITAL NON CASH	\$	-

TOTAL	OLD 122 & TWP LINE RD		\$	-
	4453 OLD 122 & TWP LINE RD ROUNDABO			
	4453	5390	CAPITAL NON CASH	\$ -
TOTAL	OLD 122 & TWP LINE RD		\$	-
TOTAL	OLD 122 & TWP LINE RD		\$	-
ACCOUNTS FOR:				2023
FIELDS-ERTEL RD IMPROV PROJ				APPROVED
44543120	FIELDS-ERTEL RD IMPROV PROJ			
44543120	5320		CAPITAL PURCHASES	\$ -
TOTAL	FIELDS-ERTEL RD IMPROV		\$	-
TOTAL	FIELDS-ERTEL RD IMPROV		\$	-
ACCOUNTS FOR:				2023
COUNTY CONST PROJECTS				APPROVED
44673700	CONSTRUCTION - BUILDINGS			
44673700	5317		NON CAPITAL PURCHASE	\$ 530,000.00
44673700	5320		CAPITAL PURCHASES	\$ 1,400,000.00
TOTAL	CONSTRUCTION - BUILDIN		\$	1,930,000.00
44673710	EAST ST. BLDG.-CONSTRUCTION			
44673710	5317		NON CAPITAL PURCHASE	\$ 180,000.00
44673710	5320		CAPITAL PURCHASES	\$ -
TOTAL	EAST ST. BLDG.-CONSTRU		\$	180,000.00
44673711	ETA BLDG CONST			
44673711	5317		NON CAPITAL PURCHASES	\$ 50,000.00
44673711	5320		CAPITAL PURCHASES	\$ 300,000.00
TOTAL	ETA BLDG CONST		\$	350,000.00
44673712	JAIL IMPROVEMENTS			
44673712	5317		NON CAPITAL PURCHASE	\$ 60,000.00
44673712	5320		CAPITAL PURCHASE	\$ -
TOTAL	JAIL IMPROVEMENTS		\$	60,000.00
44673713	OLD COURTHOUSE REPAIR			
44673713	5317		NON CAPITAL PURCHASE	\$ 240,000.00
44673713	5320		CAPITAL PURCHASES	\$ -

TOTAL	OLD COURTHOUSE REPAIR		\$	240,000.00
44673717	PROSECUTOR BLDG REHAB			
44673717	5317	NON CAPITAL PURCHASE	\$	50,000.00
TOTAL	PROSECUTOR BLDG REHAB		\$	50,000.00
44673718	ADMIN BLDG (SILVER ST) IMPROV			
44673718	5317	NON CAPITAL PURCHASE	\$	120,000.00
44673718	5320	CAPITAL PURCHASES	\$	-
TOTAL	ADMIN BLDG (SILVER ST)		\$	120,000.00
44673723	GARAGE FACILITY			
44673723	5317	NON CAPITAL PURCHASE	\$	85,000.00
44673723	5320	CAPITAL PURCHASES	\$	250,000.00
TOTAL	GARAGE FACILITY		\$	335,000.00
44673725	JUVENILE CENTER			
44673725	5317	NON CAPITAL PURCHASE	\$	110,000.00
44673725	5320	CAPITAL PURCHASES	\$	230,000.00
TOTAL	JUVENILE CENTER		\$	340,000.00
44673726	BUILDING SERVICES WAREHOUSE			
44673726	5317	NON CAPITAL PURCHASE	\$	80,000.00
TOTAL	BUILDING SERVICES WARE		\$	80,000.00
44673727	DAVE DRIVE BUILDING			
44673727	5317	NON CAPITAL PURCHASES	\$	170,000.00
44673727	5320	CAPITAL PURCHASES	\$	-
TOTAL	DAVE DRIVE BUILDING		\$	170,000.00
44673730	ADMIN BLDG-JUSTICE DR			
44673730	5317	NON CAPITAL PURCHASE	\$	80,000.00
44673730	5320	CAPITAL PURCHASES	\$	1,620,000.00
TOTAL	ADMIN BLDG-JUSTICE DR		\$	1,700,000.00
TOTAL	COUNTY CONST PROJECTS		\$	5,555,000.00
ACCOUNTS FOR:				2023
AIRPORT CONSTRUCTION			APPROVED	
44793850	AIRPORT CONSTRUCTION			
44793850	5317	NON CAPITAL PURCHASES	\$	-

44793850	5320	CAPITAL PURCHASES	\$	-
TOTAL	AIRPORT CONSTRUCTION		\$	-
TOTAL	AIRPORT CONSTRUCTION		\$	-
ACCOUNTS FOR:				2023
P&G TIF ROAD CONSTRUCTION			APPROVED	
44843120	P&G TIF ROAD CONSTRUCTION			
44843120	5910	OTHER EXPENSE	\$	-
TOTAL	P&G TIF ROAD CONSTRUCT		\$	-
TOTAL	P&G TIF ROAD CONSTRUCT		\$	-
ACCOUNTS FOR:				2023
MIAMI VALLEY GAMING TIF			APPROVED	
44853120	MIAMI VALLEY GAMING TIF			
44853120	5400	PURCHASED SERVICES	\$	35,000.00
44853120	5511	INTEREST	\$	-
44853120	5512	PRINCIPAL	\$	-
44853120	5750	DISTRIBUTION OF FUNDS	\$	404,458.00
44853120	5910	OTHER EXPENSE	\$	873,000.00
TOTAL	MIAMI VALLEY GAMING TI		\$	1,312,458.00
TOTAL	MIAMI VALLEY GAMING TI		\$	1,312,458.00
ACCOUNTS FOR:				2023
COMMUNICATION PROJECTS			APPROVED	
44923814	DISPATCH UPGRADE/RELOCATION			
44923814	5320	CAPITAL PURCHASE	\$	1,460,000.00
TOTAL	DISPATCH UPGRADE/RELOC		\$	1,460,000.00
44923819	PUBLIC SAFETY DATA NETWORK			
44923819	5370	SOFTWARE NON DATA BOARD	\$	-
44923819	5400	PURCHASED SERVICES	\$	500,000.00
44923819	5410	CONTRACTS BOCC APPROVED	\$	-
TOTAL	PUBLIC SAFETY DATA NET		\$	500,000.00
44923822	TELEPHONE CONSTRUCTION			
44923822	5317	NON CAPITAL PURCHASES	\$	50,000.00
44923822	5400	PURCHASED SERVICES	\$	-
TOTAL	TELEPHONE CONSTRUCTION		\$	50,000.00
44923823	PUBLIC SAFETY COMMUNICATIONS			
44923823	5317	NON CAPITAL PURCHASES	\$	-

44923823	5320	CAPITAL PURCHASE	\$	450,000.00
44923823	5400	PURCHASED SERVICES	\$	-
TOTAL	PUBLIC SAFETY COMMUNIC		\$	450,000.00
44923825 CAD UPGRADE				
44923825	5320	CAPITAL PURCHASE	\$	500,000.00
44923825	5400	PURCHASED SERVICES	\$	240,000.00
TOTAL	CAD UPGRADE		\$	740,000.00
TOTAL	COMMUNICATION PROJECTS		\$	3,200,000.00
ACCOUNTS FOR:				2023
REDEVELOPMENT TAX EQUIV FUND				APPROVED
44933908 RID GREENS BUNNLL HILL-RID				
44933908	5320	CAPITAL PURCHASES	\$	-
44933908	5910	OTHER EXPENSE	\$	-
TOTAL	RID GREENS BUNNLL HILL		\$	-
TOTAL	REDEVELOPMENT TAX EQUI		\$	-
ACCOUNTS FOR:				2023
COURTS BUILDING				APPROVED
44943720 JUSTICE DRIVE OFFC BLDG				
44943720	5317	NON CAPITAL PURCHASES	\$	55,000.00
44943720	5320	CAPITAL PURCHASES	\$	-
TOTAL	JUSTICE DRIVE OFFC BLD		\$	55,000.00
44943729 COURTS BLDG REFURBISH/RENOVTN				
44943729	5317	NON CAPITAL PURCHASE	\$	285,000.00
44943729	5320	CAPITAL PURCHASE	\$	720,000.00
TOTAL	COURTS BLDG REFURBISH/		\$	1,005,000.00
44943732 COUNTY CT NRTH ADDN TO CP BLDG				
44943732	5317	NON CAPITAL PURCHASES	\$	10,000.00
44943732	5320	CAPITAL PURCHASE	\$	-
TOTAL	COUNTY CT NRTH ADDN TO		\$	10,000.00
TOTAL	COURTS BUILDING		\$	1,070,000.00
ACCOUNTS FOR:				2023
JAIL CONSTRUCTION SALES TAX				APPROVED
44953712 JAIL CONSTRUCTION SALES TAX				
44953712	5318	DATA BD APPROV NON CAP	\$	-
44953712	5320	CAPITAL PURCHASES	\$	-

44953712	5511	INTEREST	\$	148,500.00
44953712	5512	PRINCIPAL	\$	9,900,000.00
44953712	5910	OTHER EXPENSE	\$	-
44953712	5997	OPERATIONAL TRANSFERS	\$	-

TOTAL	JAIL CONSTRUCTION SALE		\$	10,048,500.00
TOTAL	JAIL CONSTRUCTION SALE		\$	10,048,500.00
ACCOUNTS FOR:				2023
JUVENILE DETENTION ADDN & RENO				APPROVED

44963725	JUVENILE CENTER			
44963725	5317	NON CAPITAL PURCHASES	\$	88,000.00

TOTAL	JUVENILE CENTER		\$	88,000.00
TOTAL	JUVENILE DETENTION ADD		\$	88,000.00
ACCOUNTS FOR:				2023
JAIL CONSTRUCTION & REHAB				APPROVED

44973712	JAIL IMPROVEMENTS			
44973712	5320	CAPITAL PURCHASE	\$	-
44973712	5400	PURCHASED SERVICES	\$	-

TOTAL	JAIL IMPROVEMENTS		\$	-
TOTAL	JAIL CONSTRUCTION & RE		\$	-
ACCOUNTS FOR:				2023
COUNTY FAIRGROUNDS CONSTRUCTN				APPROVED

44983740	CONSTRUCTION - FAIRGROUNDS			
44983740	5317	NON CAPITAL PURCHASES	\$	-
44983740	5320	CAPITAL PURCHASE	\$	-
44983740	5400	PURCHASED SERVICES	\$	-
44983740	5410	CONTRACTS BOCC APPROVED	\$	-
44983740	5910	OTHER EXPENSE	\$	-

TOTAL	CONSTRUCTION - FAIRGRO		\$	-
TOTAL	COUNTY FAIRGROUNDS CON		\$	-
ACCOUNTS FOR:				2023
JUVENILE/PROBATE CT EXPANSION				APPROVED

44993725	JUVENILE/PROBATE CT EXPANSION			
44993725	5317	NON CAPITAL PURCHASES	\$	-
44993725	5320	CAPITAL PURCHASE	\$	-

TOTAL	JUVENILE/PROBATE CT EX		\$	-
TOTAL	JUVENILE/PROBATE CT EX		\$	-
ACCOUNTS FOR:				2023
WATER REVENUE				APPROVED

55103200 WARREN CO WATER DIST			
55103200	5102	REGULAR SALARIES	\$ 2,511,751.00
55103200	5114	OVERTIME PAY	\$ 240,000.00
55103200	5210	MATERIAL & SUPPLIES	\$ 1,983,000.00
55103200	5223	GAS & OIL - OPERATING SUPPLIES	\$ 195,000.00
55103200	5310	VEHICLES CAPITAL OUTLAY	\$ 420,000.00
55103200	5317	NON CAPITAL PURCHASE	\$ 186,900.00
55103200	5318	DATA BD APPROV NON CAP	\$ 8,000.00
55103200	5320	CAPITAL PURCHASE	\$ 160,000.00
55103200	5321	DT BD APR CAP BOCC	\$ -
55103200	5370	SOFTWARE	\$ 90,000.00
55103200	5371	SOFTWARE - DATA BOARD APPROVED	\$ 300,000.00
55103200	5400	PURCHASED SERVICES	\$ 770,260.00
55103200	5410	CONTRACTS BOCC APPROVED	\$ -
55103200	5421	RENT OR LEASE	\$ 5,000.00
55103200	5430	UTILITIES	\$ 5,888,250.00
55103200	5460	INSURANCE	\$ 5,000.00
55103200	5462	VEHICLE MAINTENTANCE	\$ 80,000.00
55103200	5499	INDIRECT COSTS	\$ 240,073.00
55103200	5811	PERS	\$ 382,526.00
55103200	5820	HEALTH & LIFE INSURANCE	\$ 586,700.00
55103200	5830	WORKERS COMPENSATION	\$ 63,592.00
55103200	5840	UNEMPLOYMENT COMPENSATION	\$ 2,000.00
55103200	5850	TRAINING/EDUCATION	\$ 14,000.00
55103200	5855	CLOTHING/PERSONAL EQUIP	\$ 30,000.00
55103200	5871	MEDICARE	\$ 39,619.00
55103200	5881	SICK LEAVE PAYOUT	\$ 12,000.00
55103200	5882	VACATION LEAVE PAYOUT	\$ 15,000.00
55103200	5910	OTHER EXPENSE	\$ 131,000.00
55103200	5911	NON TAXABLE MEAL FRINGE	\$ 1,000.00
55103200	5922	TAXABLE MEAL FRINGE	\$ 50.00
55103200	5940	TRAVEL	\$ 1,000.00
55103200	5998	RESERVE/CONTINGENCY	\$ 400,000.00
TOTAL	WARREN CO WATER DIST		\$ 14,761,721.00
55103207 SCHEDULED DEBT SERVICE			
55103207	5511	INTEREST	\$ 38,280.00
55103207	5512	PRINCIPAL	\$ 266,285.00
TOTAL	SCHEDULED DEBT SERVICE		\$ 304,565.00
55103209 WATER-REPL/IMPROVE ACCOUNT			
55103209	5210	MATERIAL & SUPPLIES	\$ 15,000.00
55103209	5317	NON CAPITAL PURCHASES	\$ 25,000.00
55103209	5400	PURCHASED SERVICES	\$ 255,000.00

55103209	5410	CONTRACTS BOCC APPROVED	\$	-
55103209	5910	OTHER EXPENSE	\$	250.00
TOTAL	WATER-REPL/IMPROVE ACC		\$	295,250.00

55103219	WATER-SURPLUS ACCT			
55103219	5997	OPERATIONAL TRANSFER	\$	11,516,616.00
TOTAL	WATER-SURPLUS ACCT		\$	11,516,616.00
TOTAL	WATER REVENUE		\$	26,878,152.00

ACCOUNTS FOR: 2023  
SEWER CONST PROJECTS APPROVED

55753300	SEWER CONST PROJECTS			
55753300	5317	NON CAPITAL PURCHASE	\$	-
55753300	5320	CAPITAL PURCHASE	\$	11,618,000.00
55753300	5400	PURCHASED SERVICES	\$	-
55753300	5410	CONTRACTS BOCC APPROVED	\$	-

TOTAL	SEWER CONST PROJECTS		\$	11,618,000.00
TOTAL	SEWER CONST PROJECTS		\$	11,618,000.00

ACCOUNTS FOR: 2023  
SEWER REVENUE APPROVED

55803300	WARREN CO SEWER DIST			
55803300	5102	REGULAR SALARIES	\$	2,507,420.00
55803300	5114	OVERTIME PAY	\$	120,000.00
55803300	5210	MATERIAL & SUPPLIES	\$	1,042,000.00
55803300	5223	GAS & OIL - OPERATING SUPPLIES	\$	225,000.00
55803300	5310	VEHICLES CAPITAL OUTLAY	\$	230,000.00
55803300	5317	NON CAPITAL PURCHASE	\$	197,000.00
55803300	5318	DATA BD APPROV NON CAP	\$	15,500.00
55803300	5320	CAPITAL PURCHASE	\$	350,000.00
55803300	5321	DT BD APR CAP BOCC	\$	-
55803300	5370	SOFTWARE	\$	103,500.00
55803300	5371	SOFTWARE - DATA BOARD APPROVED	\$	300,000.00
55803300	5400	PURCHASED SERVICES	\$	377,652.00
55803300	5410	CONTRACTS BOCC APPROVED	\$	-
55803300	5421	RENT OR LEASE	\$	12,000.00
55803300	5430	UTILITIES	\$	3,660,100.00
55803300	5460	INSURANCE	\$	5,000.00
55803300	5462	VEHICLE MAINTENTANCE	\$	80,000.00
55803300	5499	INDIRECT COSTS	\$	229,066.00
55803300	5811	PERS	\$	366,402.00
55803300	5820	HEALTH & LIFE INSURANCE	\$	632,500.00
55803300	5830	WORKERS COMPENSATION	\$	59,710.00
55803300	5840	UNEMPLOYMENT COMPENSATION	\$	2,000.00



55803300	5850	TRAINING/EDUCATION	\$	20,250.00
55803300	5855	CLOTHING/PERSONAL EQUIP	\$	30,000.00
55803300	5871	MEDICARE	\$	37,949.00
55803300	5881	SICK LEAVE PAYOUT	\$	12,000.00
55803300	5882	VACATION LEAVE PAYOUT	\$	15,000.00
55803300	5910	OTHER EXPENSE	\$	100,000.00
55803300	5911	NON TAXABLE MEAL FRINGE	\$	500.00
55803300	5922	TAXABLE MEAL FRINGE	\$	50.00
55803300	5940	TRAVEL	\$	750.00
55803300	5998	RESERVE/CONTINGENCY	\$	400,000.00
TOTAL WARREN CO SEWER DIST			\$	11,131,349.00
55803307 SCHEDULED DEBT SERVICE				
55803307	5511	INTEREST	\$	184,809.00
55803307	5512	PRINCIPAL	\$	618,083.00
TOTAL SCHEDULED DEBT SERVICE			\$	802,892.00
55803309 SEWER - REPL/IMPROV ACCOUNT				
55803309	5210	MATERIAL & SUPPLIES	\$	-
55803309	5317	NON CAPITAL PURCHASES	\$	25,000.00
55803309	5400	PURCHASED SERVICES	\$	545,000.00
55803309	5410	CONTRACTS BOCC APPROVED	\$	-
55803309	5910	OTHER EXPENSE	\$	-
TOTAL SEWER - REPL/IMPROV AC			\$	570,000.00
55803319 SEWER- SURPLUS ACCOUNT				
55803319	5997	OPERATIONAL TRANSFER	\$	10,932,822.37
TOTAL SEWER- SURPLUS ACCOUNT			\$	10,932,822.37
TOTAL SEWER REVENUE			\$	23,437,063.37
ACCOUNTS FOR:				2023
SEWER IMPROV-WC VOCATIONAL SCH				APPROVED
55813300 SEWER IMPROV-WC VOCATIONAL SCH				
55813300	5210	MATERIAL & SUPPLIES	\$	20,000.00
55813300	5410	CONTRACTS BOCC APPROVED	\$	-
TOTAL SEWER IMPROV-WC VOCATI			\$	20,000.00
TOTAL SEWER IMPROV-WC VOCATI			\$	20,000.00
ACCOUNTS FOR:				2023
WATER CONST PROJECTS				APPROVED
55833200 WATER CONST PROJECTS				
55833200	5317	NON CAPITAL PURCHASE	\$	-

55833200	5320	CAPITAL PURCHASE	\$ 12,632,318.00
55833200	5400	PURCHASED SERVICES	\$ 20,000.00
55833200	5410	CONTRACTS BOCC APPROVED	\$ -
55833200	5511	INTEREST	\$ -

TOTAL	WATER CONST PROJECTS		\$ 12,652,318.00
TOTAL	WATER CONST PROJECTS		\$ 12,652,318.00
ACCOUNTS FOR:			2023
STORM WATER TIER 1			APPROVED

55903090 STORM WATER TIER 1

55903090	5102	REGULAR SALARIES	\$ 42,000.00
55903090	5114	OVERTIME PAY	\$ -
55903090	5210	MATERIAL & SUPPLIES	\$ -
55903090	5317	NON CAPITAL PURCHASE	\$ -
55903090	5318	DATA BD APPROV NON CAP	\$ -
55903090	5320	CAPITAL PURCHASE	\$ -
55903090	5321	DT BD APR CAP BOCC	\$ -
55903090	5400	PURCHASED SERVICES	\$ 275,175.00
55903090	5811	PERS	\$ 5,850.00
55903090	5820	HEALTH & LIFE INSURANCE	\$ 750.00
55903090	5830	WORKERS COMPENSATION	\$ 1,000.00
55903090	5850	TRAINING/EDUCATION	\$ -
55903090	5871	MEDICARE	\$ 625.00
55903090	5882	VACATION LEAVE PAYOUT	\$ 4,000.00
55903090	5910	OTHER EXPENSE	\$ 600.00

TOTAL	STORM WATER TIER 1		\$ 330,000.00
TOTAL	STORM WATER TIER 1		\$ 330,000.00
ACCOUNTS FOR:			2023
VEHICLE MAINTENANCE ROTARY			APPROVED

66191110 VEHICLE MAINTENANCE ROTARY

66191110	5102	REGULAR SALARIES	\$ 57,727.00
66191110	5114	OVERTIME PAY	\$ 3,000.00
66191110	5210	MATERIAL & SUPPLIES	\$ 426,000.00
66191110	5317	NON CAPITAL PURCHASE	\$ 33,000.00
66191110	5320	CAPITAL PURCHASE	\$ 15,000.00
66191110	5400	PURCHASED SERVICES	\$ 190,550.00
66191110	5811	PERS	\$ 8,439.00
66191110	5820	HEALTH & LIFE INSURANCE	\$ 14,500.00
66191110	5871	MEDICARE	\$ 881.00
66191110	5910	OTHER EXPENSE	\$ 100.00

TOTAL	VEHICLE MAINTENANCE RO		\$ 749,197.00
TOTAL	VEHICLE MAINTENANCE RO		\$ 749,197.00
ACCOUNTS FOR:			2023

## SHERIFF'S POLICING REVOLV FUND

APPROVED

66302200	SHERIFF			
66302200	5317	NON CAPITAL PURCHASES	\$	-
66302200	5320	CAPITAL PURCHASES	\$	-
66302200	5910	OTHER EXPENSE	\$	-
TOTAL	SHERIFF		\$	-
66302251 DEERFIELD TWP CONTRACT				
66302251	5102	REGULAR SALARIES	\$	2,797,627.00
66302251	5114	OVERTIME PAY	\$	312,000.00
66302251	5811	PERS	\$	562,842.00
66302251	5820	HEALTH & LIFE INSURANCE	\$	396,754.00
66302251	5830	WORKERS COMPENSATION	\$	62,193.00
66302251	5871	MEDICARE	\$	45,090.00
66302251	5881	SICK LEAVE PAYOUT	\$	-
66302251	5882	VACATION LEAVE PAYOUT	\$	-
66302251	5991	REIMBURSEMENT	\$	-
TOTAL	DEERFIELD TWP CONTRACT		\$	4,176,506.00
66302252 CORPS OF ENGINEERS CONTRACT				
66302252	5114	OVERTIME PAY	\$	26,753.00
66302252	5811	PERS	\$	4,842.00
66302252	5871	MEDICARE	\$	388.00
TOTAL	CORPS OF ENGINEERS CON		\$	31,983.00
66302258 SOUTH LEBANON CONTRACT				
66302258	5102	REGULAR SALARIES	\$	350,405.00
66302258	5114	OVERTIME PAY	\$	100,000.00
66302258	5811	PERS	\$	81,523.00
66302258	5820	HEALTH & LIFE INSURANCE	\$	51,456.00
66302258	5830	WORKERS COMPENSATION	\$	9,008.00
66302258	5871	MEDICARE	\$	6,531.00
66302258	5881	SICK LEAVE PAYOUT	\$	-
66302258	5882	VACATION LEAVE PAYOUT	\$	-
66302258	5991	REIMBURSEMENT	\$	-
TOTAL	SOUTH LEBANON CONTRACT		\$	598,923.00
66302259 DRUG TASK FORCE CONTRACT				
66302259	5102	REGULAR SALARIES	\$	500,456.00
66302259	5114	OVERTIME PAY	\$	70,000.00
66302259	5811	PERS	\$	103,253.00
66302259	5820	HEALTH & LIFE INSURANCE	\$	85,759.00

66302259	5871	MEDICARE	\$	8,272.00
66302259	5991	REIMBURSEMENT	\$	-
TOTAL	DRUG TASK FORCE CONTRA		\$	767,740.00

66302260 WARREN CO ENGINEER CONTRACT				
66302260	5102	REGULAR SALARIES	\$	88,074.00
66302260	5114	OVERTIME PAY	\$	10,000.00
66302260	5811	PERS	\$	17,751.00
66302260	5820	HEALTH & LIFE INSURANCE	\$	6,570.00
66302260	5830	WORKERS COMPENSATION	\$	1,962.00
66302260	5871	MEDICARE	\$	1,422.00
66302260	5991	REIMBURSEMENT	\$	-
TOTAL	WARREN CO ENGINEER CON		\$	125,779.00

66302262 KINGS LOCAL SCHOOLS				
66302262	5102	REGULAR SALARIES	\$	317,326.00
66302262	5114	OVERTIME PAY	\$	8,500.00
66302262	5811	PERS	\$	58,975.00
66302262	5820	HEALTH & LIFE INSURANCE	\$	62,648.00
66302262	5830	WORKERS COMPENSATION	\$	6,517.00
66302262	5871	MEDICARE	\$	4,724.00
66302262	5991	REIMBURSEMENT	\$	-

TOTAL	KINGS LOCAL SCHOOLS		\$	458,690.00
TOTAL	SHERIFF'S POLICING REV		\$	6,159,621.00

ACCOUNTS FOR: 2023  
COMMUNICATIONS ROTARY APPROVED

66312810 COMMUNICATIONS ROTARY				
66312810	5400	PURCHASED SERVICES	\$	-
66312810	5910	OTHER EXPENSE	\$	75,000.00

TOTAL	COMMUNICATIONS ROTARY		\$	75,000.00
TOTAL	COMMUNICATIONS ROTARY		\$	75,000.00

ACCOUNTS FOR: 2023  
HEALTH INSURANCE APPROVED

66320100 HEALTH INSURANCE				
66320100	5102	REGULAR SALARIES	\$	88,776.00
66320100	5114	OVERTIME PAY	\$	-
66320100	5210	MATERIAL & SUPPLIES	\$	1,000.00
66320100	5317	NON CAPITAL PURCHASE	\$	2,000.00
66320100	5400	PURCHASED SERVICES	\$	170,000.00
66320100	5410	CONTRACTS BOCC APPROVED	\$	-
66320100	5811	PERS	\$	12,429.00

66320100	5820	HEALTH & LIFE INSURANCE	\$	20,437.00
66320100	5830	WORKERS COMPENSATION	\$	1,776.00
66320100	5850	TRAINING/EDUCATION	\$	2,500.00
66320100	5871	MEDICARE	\$	1,288.00
66320100	5881	SICK LEAVE PAYOUT	\$	-
66320100	5882	VACATION LEAVE PAYOUT	\$	-
66320100	5890	EMPLOYER HSA CONTRIBUTION	\$	646,000.00
66320100	5910	OTHER EXPENSE	\$	535,000.00
66320100	5911	NON TAXABLE MEAL FRINGE	\$	-
66320100	5912	ADMIN COSTS	\$	-
66320100	5922	TAXABLE MEAL FRINGE	\$	-
66320100	5926	INSURANCE PREMIUM	\$	472,000.00
66320100	5932	MEDICAL/RX CLAIMS	\$	10,000,000.00
66320100	5933	DENTAL CLAIMS	\$	565,000.00
66320100	5934	VISION CLAIMS	\$	75,000.00
66320100	5940	TRAVEL	\$	2,500.00

TOTAL HEALTH INSURANCE \$ 12,595,706.00

TOTAL HEALTH INSURANCE \$ 12,595,706.00

ACCOUNTS FOR: 2023

WORKERS COMP SELF INSURANCE APPROVED

66360110 WORKERS COMP SELF INSURANCE

66360110	5102	REGULAR SALARIES	\$	56,648.00
66360110	5318	DATA BD APPROV NON CAP	\$	-
66360110	5321	DT BD APR CAP BOCC	\$	-
66360110	5400	PURCHASED SERVICES	\$	210,000.00
66360110	5410	CONTRACTS BOCC APPROVED	\$	-
66360110	5811	PERS	\$	7,931.00
66360110	5820	HEALTH & LIFE INSURANCE	\$	6,190.00
66360110	5830	WORKERS COMPENSATION	\$	1,133.00
66360110	5871	MEDICARE	\$	822.00
66360110	5881	SICK LEAVE PAYOUT	\$	-
66360110	5882	VACATION LEAVE PAYOUT	\$	-
66360110	5927	LOST TIME CLAIMS	\$	175,000.00
66360110	5932	MEDICAL/RX CLAIMS	\$	150,000.00

TOTAL WORKERS COMP SELF INSU \$ 607,724.00

TOTAL WORKERS COMP SELF INSU \$ 607,724.00

ACCOUNTS FOR: 2023

PROPERTY & CASUALTY INSURANCE APPROVED

66371113 PROPERTY & CASUALTY INSURANCE

66371113	5318	DATA BD APPROV NON CAP	\$	-
66371113	5321	DT BD APR CAP BOCC	\$	-
66371113	5400	PURCHASED SERVICES	\$	5,000.00
66371113	5410	CONTRACTS BOCC APPROVED	\$	-

66371113	5460	INSURANCE	\$	326,000.00
66371113	5910	OTHER EXPENSE	\$	80,000.00
TOTAL	PROPERTY & CASUALTY IN		\$	411,000.00
TOTAL	PROPERTY & CASUALTY IN		\$	411,000.00
ACCOUNTS FOR:				2023
GASOLINE ROTARY			APPROVED	
66501600	GASOLINE ROTARY			
66501600	5210	MATERIAL & SUPPLIES	\$	900,000.00
66501600	5320	CAPITAL PURCHASES	\$	-
66501600	5400	PURCHASED SERVICES	\$	-
66501600	5820	HEALTH & LIFE INSURANCE	\$	-
TOTAL		GASOLINE ROTARY	\$	900,000.00
TOTAL	GASOLINE ROTARY		\$	900,000.00
GRAND TOTAL			\$	326,836,776.17

# Resolution

Number 22-1985

Adopted Date December 20, 2022

## ESTABLISH BUDGET STABILIZATION ACCOUNT FROM THE UNENCUMBERED GENERAL FUND CASH BALANCE

WHEREAS, pursuant to ORC 5705.13(A)(1) the Board of County Commissioners may establish, by resolution, a reserve balance account to accumulate money from currently available resources to stabilize budgets against cyclical changes in revenues and expenditures; and

WHEREAS, the Warren County Auditor's Office has advised that said reserve balance must be established every year regardless of whether there was a change from the prior year allocation; and

WHEREAS, the total of the reserve balance for 2023 is not to be greater than one-sixth of the expenditures from the General Fund in 2022; and

WHEREAS, it is recommended by the County Administrator based upon the one-sixth calculation that this Board allocate \$12,000,000 in the General Fund Budget Stabilization Account for 2023; and

NOW THEREFORE BE IT RESOLVED, to allocate \$12,000,000, from the current unencumbered General Fund cash balance, to the General Fund Budget Stabilization Account.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

TZ/

cc: Auditor (file)   
Commissioners file  
T. Zindel  
D. Gray





12/31/2022			
COMMISSIONER DEPARTMENTS			
COMPENSATION SCHEDULE "A"			
EXEMPT (SALARIED PERSONNEL)			
PAY RANGE		MINIMUM	MAXIMUM
A	13-19	\$40,726.40	\$85,726.40
B	20-26	\$52,624.00	\$102,624.00
C	Department Heads and Deputy Directors		
COMPENSATION SCHEDULE "B"			
NON-EXEMPT (HOURLY PERSONNEL)			
PAY RANGE		MINIMUM	MAXIMUM
7		\$ 16.00	\$20.77
8		\$ 16.55	\$21.94
9		\$ 17.04	\$23.11
10		\$ 17.60	\$24.39
11		\$ 18.02	\$25.62
12		\$ 18.88	\$27.30
13		\$ 19.58	\$28.43
14		\$ 20.25	\$29.52
15		\$ 21.02	\$30.82
16		\$ 21.74	\$31.94
17		\$ 22.58	\$33.24
18		\$ 23.45	\$35.58
19		\$ 24.35	\$36.73
20		\$ 25.30	\$38.27
21		\$ 26.31	\$39.50
22		\$ 27.38	\$40.78
23		\$ 28.49	\$42.05
24		\$ 29.65	\$43.32
25		\$ 30.85	\$44.50
26		\$ 32.16	\$45.80

# Resolution

Number 22-1987

Adopted Date December 20, 2022

APPROVE WAGE ADJUSTMENTS FOR NON-BARGAINING EMPLOYEES UNDER THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners have evaluated wages and wish to adjust wages for employees; and

NOW THEREFORE BE IT RESOLVED, to adjust the wages of non-bargaining employees under the Warren County Board of Commissioners, effective pay period beginning December 31, 2022; as reflected in the attached schedule

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

<b>Building and Zoning</b>	<b>2023 Wage</b>	
Gary Hubbs	\$ 3,423.08	Bi-weekly
Alden Payzant	\$ 34.08	Hourly
Michael Gladwell	\$ 34.08	Hourly
Anna Helton	\$ 26.40	Hourly
Ron Sempsrott	\$ 3,047.27	Bi-weekly
Jacqueline Hankins	\$ 20.50	Hourly
Kalena Kemp	\$ 19.45	Hourly
Candy Massie	\$ 20.40	Hourly
Stephanie Austin	\$ 23.21	Hourly
Alan Higgins	\$ 31.98	Hourly
Tyler Johnson	\$ 29.20	Hourly
Dusty Johnson	\$ 31.98	Hourly
<b>Children Services</b>		
Tanya Seller	\$ 3,042.96	Bi-weekly
Geof Garver	\$ 2,881.21	Bi-weekly
Ashley Stutzman	\$ 2,480.77	Bi-weekly
Kirsten Stover	\$ 2,480.77	Bi-weekly
Kelly Carpenter	\$ 2,604.81	Bi-weekly
Amber Pleasant	\$ 2,480.77	Bi-weekly
Dana Gerstner	\$ 2,480.77	Bi-weekly
Dara Gelger	\$ 2,480.77	Bi-weekly
Lisa Benton	\$ 2,348.72	Bi-weekly
Tara Koger	\$ 2,480.77	Bi-weekly
Jennifer Carman	\$ 2,328.62	Bi-weekly
Katie Taylor	\$ 21.65	Hourly
Linda Peters	\$ 28.43	Hourly
Desiree Dietmeyer	\$ 20.86	Hourly
Kamea Whitehead	\$ 18.88	Hourly
Kelly Monk	\$ 19.45	Hourly
Cara Harrison	\$ 22.39	Hourly
Misty Treadway	\$ 24.54	Hourly
Michelle Turley	\$ 25.53	Hourly
Melissa Pittman	\$ 25.33	Hourly
Trisha Schulz	\$ 25.00	Hourly
Jennifer Stacy	\$ 25.00	Hourly
Teresa Davis	\$ 25.00	Hourly
Sydney Wyatt	\$ 24.54	Hourly
Kyla New	\$ 24.54	Hourly
Olivia Elter	\$ 24.54	Hourly
Delainey Max	\$ 24.54	Hourly
Jodi Stone-Dana	\$ 25.00	Hourly
Katherine Mullins	\$ 25.00	Hourly
Abbie Downey	\$ 25.00	Hourly
Laney Foster	\$ 24.54	Hourly
Tonia Farley	\$ 25.00	Hourly
Renee Taylor	\$ 24.54	Hourly
Britne Wilmer	\$ 24.54	Hourly
Amanda Rauh	\$ 24.54	Hourly
Ashleigh Blair	\$ 24.54	Hourly
Tiffany Kitchen	\$ 22.39	Hourly
Morgan Lowing	\$ 22.39	Hourly
Natia Hill	\$ 21.74	Hourly
Karalina Jamison	\$ 21.74	Hourly
Ashley Vagedes	\$ 21.74	Hourly
Joseph Staudt	\$ 21.74	Hourly
Evan Mahle	\$ 21.74	Hourly
Breanna Brunzman	\$ 21.74	Hourly
Emilia Donald	\$ 21.74	Hourly
Brittany Smith	\$ 24.54	Hourly
Bailey Cobb	\$ 22.39	Hourly
Amanda Kneece	\$ 21.74	Hourly
Kelsey Sams	\$ 23.37	Hourly
Delibeth Cruz	\$ 22.89	Hourly
<b>Commissioners</b>		
Laura Lander	\$ 24.15	Hourly
Krystal Powell	\$ 22.08	Hourly

\* Denotes Part-Time

<b>Dog and Kennel</b>		
Michael Hurst	\$ 26.10	Hourly
Scott Dunning	\$ 22.00	Hourly
Zachary Thompson	\$ 24.15	Hourly
<b>Facilities Management</b>		
Elizabeth Sammons	\$ 3,292.80	Bi-weekly
Mark Harrison	\$ 2,568.71	Bi-weekly
Tamara May	\$ 2,297.69	Bi-weekly
Allyson Willshaw	\$ 19.58	Hourly
Justin Kildow	\$ 25.63	Hourly
Wayne Click	\$ 23.51	Hourly
William David	\$ 24.81	Hourly
David Gross	\$ 25.73	Hourly
Mark Zindel	\$ 34.23	Hourly
Garrett Wilson	\$ 33.62	Hourly
Robert Isbell	\$ 27.60	Hourly
Christopher Carman	\$ 27.60	Hourly
Mark Johnson	\$ 27.60	Hourly
Dave Nolen	\$ 27.60	Hourly
Richard Johnson	\$ 27.60	Hourly
Jeremy Miller	\$ 25.11	Hourly
Wesley Baker	\$ 24.01	Hourly
Blake Pottorf	\$ 24.01	Hourly
Matthew Atkins	\$ 21.02	Hourly
Kody Sanders	\$ 21.02	Hourly
Mark Hobbs	\$ 22.28	Hourly
David Helton	\$ 22.50	Hourly
Robert Redmon	\$ 19.30	Hourly
Leslie Smith	\$ 17.86	Hourly
Amelia Jones	\$ 16.63	Hourly
Jacqueline Ruffner	\$ 18.30	Hourly
Glen Anderson	\$ 16.73	Hourly
Sandy Howard	\$ 16.73	Hourly
William Howard	\$ 17.23	Hourly
Daniel Young	\$ 17.13	Hourly
Ehren McClelland	\$ 16.93	Hourly
Mary Allyson Mckenzie	\$ 16.63	Hourly
Joy Harrison	\$ 16.63	Hourly
Ibrahim Dabdoub	\$ 16.63	Hourly
Bart Saltgaver	\$ 16.55	Hourly
Kathryn Marks	\$ 16.07	Hourly
Seth Sandlin	\$ 16.07	Hourly
Bryanna Mize	\$ 16.07	Hourly
Johnathon Howard	\$ 16.07	Hourly
Balley Snyder	\$ 14.99	Hourly
Ricky Sheppard	\$ 14.99	Hourly
<b>Garage</b>		
Nicole Remenowsky	\$ 24.40	Hourly
Jason Campbell	\$ 28.14	Hourly
Darrell Lamb	\$ 28.14	Hourly
Darrin Sparks	\$ 30.00	Hourly
David Edwards	\$ 25.22	Hourly
<b>Grants</b>		
Vicki Perry	\$ 20.17	Hourly
<b>Human Services</b>		
Lisa Walton	\$ 2,304.00	Bi-weekly
Svitlana V. Lytvynuk	\$ 2,340.00	Bi-weekly
Stacey Newdigate	\$ 29.11	Hourly
James Ryan	\$ 29.11	Hourly
Tim Hunsaker	\$ 21.86	Hourly
Kiley Dane	\$ 2,340.00	Bi-weekly
Heidi Base-Smith	\$ 21.96	Hourly

\* Denotes Part-Time

Shannon Oxley	\$	20.86	Hourly
Rebecca Bradley	\$	20.86	Hourly
Anna White	\$	20.86	Hourly
Jodi Campbell	\$	20.00	Hourly
Courtney Wilson	\$	21.55	Hourly
Michelle McIntyre	\$	20.55	Hourly
Theresa Turner	\$	20.55	Hourly
Terry Finamore	\$	20.55	Hourly
John Seibert II	\$	20.00	Hourly
Ryanne Sorrell	\$	20.00	Hourly
Stacie Biggs	\$	20.00	Hourly
Elizabeth Loesch	\$	19.45	Hourly
Nakita Sanders	\$	19.45	Hourly
Ruth Stilgenbauer	\$	19.45	Hourly
Jessica Anderson	\$	19.45	Hourly
Kari Blake	\$	19.45	Hourly
Kathleen Pena	\$	19.45	Hourly
Irina Avdeeva	\$	19.45	Hourly
Jennifer Francis	\$	19.45	Hourly
Misty Mullett	\$	19.45	Hourly
Alexander Stern	\$	19.45	Hourly
Stephanie Davis	\$	19.45	Hourly
Jade Holton	\$	19.45	Hourly
Dale Corwin	\$	18.13	Hourly
Angela Barnes	\$	17.60	Hourly
Kristina Forsey	\$	17.60	Hourly
Jennifer Powell	\$	18.13	Hourly
Carrie Marshall	\$	17.60	Hourly
Kimberly Frick	\$	24.31	Hourly
Brenda Everett	\$	25.31	Hourly
Caitlyn Russell	\$	17.60	Hourly
<b>Economic Development</b>			
Candace Miller	\$	2,323.44	Bi-weekly
Alyson Davidson	\$	20.17	Hourly
<b>EMS</b>			
Melissa Abrams	\$	26.30	Hourly
Sherril Holliday	\$	19.58	Hourly
Lesli Holt	\$	25.63	Hourly
Jesse Madden	\$	3,120.00	Bi-weekly
Samantha Hall	\$	34.00	Hourly
Sydney Renner	\$	21.65	Hourly
Brian Holtel	\$	32.05	Hourly
Chris Dill	\$	32.05	Hourly
David Sauer	\$	32.05	Hourly
Jonathan Bright	\$	32.05	Hourly
Kimberly Jent	\$	32.05	Hourly
<b>OMJ</b>			
Joshua Histe	\$	2,340.00	Bi-weekly
Lucian Hatfield	\$	22.90	Hourly
Thomas Duffy	\$	22.10	Hourly
Sommer Green	\$	21.90	Hourly
Margaret Huddleston	\$	21.62	Hourly
<b>OMB</b>			
Tammy Whitaker	\$	3,076.92	Bi-weekly
Susan Spencer	\$	2,961.54	Bi-weekly
Unika Miller	\$	27.00	Hourly
Julie Driscoll	\$	18.36	Hourly
Jeffery Stilgenbauer	\$	21.65	Hourly
Falth Stone	\$	23.45	Hourly
<b>Solid Waste</b>			
Ron VanHook	\$	22.00	Hourly
Darren Morsie	\$	22.49	Hourly

\* Denotes Part-Time

Telecom		
Gary Estes	\$ 4,054.56	Bi-weekly
Jeffrey Cepin	\$ 3,280.80	Bi-weekly
Dustin Flint	\$ 3,636.69	Bi-weekly
Paul Bernard	\$ 37.98	Hourly
Corey Burton	\$ 2,828.54	Bi-weekly
Thomas Kramer	\$ 28.62	Hourly
Steven Jennison	\$ 23.45	Hourly
William Cornett	\$ 35.00	Hourly
Lisa Hicks	\$ 31.32	Hourly
Alex Mokrycki	\$ 30.70	Hourly
Joseph Newton	\$ 34.50	Hourly
Rhonda Bernard	\$ 31.00	Hourly
Joshua Moyer	\$ 33.00	Hourly
Tyler Blair	\$ 25.50	Hourly
Alexander Wicker	\$ 23.45	Hourly
Mike Callahan	\$ 24.15	Hourly
Jeffery Boutell	\$ 23.45	Hourly
David Shiverdecker	\$ 29.00	Hourly
Brian Bomer	\$ 26.06	Hourly
Jeremiah Marcum	\$ 29.00	Hourly
Deborah Griffith	\$ 22.02	Hourly
Jessica Johnson	\$ 21.82	Hourly
Kristy Oeder	\$ 26.30	Hourly
Water and Sewer		
Christopher Wojnicz	\$ 4,054.56	Bi-weekly
Kathryn Gilbert	\$ 39.92	Hourly
Jeffrey Byrd	\$ 3,278.40	Bi-weekly
Jason Sorrell	\$ 3,278.40	Bi-weekly
Edward Turner	\$ 3,278.40	Bi-weekly
Taylor Bishop	\$ 3,278.40	Bi-weekly
Donald Brewer	\$ 3,278.40	Bi-weekly
Alexander Hobbs	\$ 29.51	Hourly
Jodi Davis	\$ 29.11	Hourly
Traci Guthrie	\$ 26.65	Hourly
Laura Gray	\$ 32.97	Hourly
Thomas Barnes	\$ 29.60	Hourly
Amy Hensley	\$ 23.92	Hourly
Rhonda Day	\$ 21.84	Hourly
Tiffany Alexander	\$ 20.42	Hourly
Ila Hartrum	\$ 19.45	Hourly
Jillian Davis	\$ 18.88	Hourly
Jennifer Guthrie	\$ 18.88	Hourly
Michaela Simmons	\$ 18.88	Hourly
Michael Gates	\$ 29.00	Hourly
Charles Ailen	\$ 30.00	Hourly
Ryan Powell	\$ 24.00	Hourly
Brent Powell	\$ 24.00	Hourly
Travis Allen	\$ 32.00	Hourly
Doug Ingram Jr.	\$ 33.60	Hourly
Camille Hughes	\$ 23.30	Hourly
Nicholas Zimmerman	\$ 36.80	Hourly
Nathan Baker	\$ 28.00	Hourly
James Stephens	\$ 28.00	Hourly
Kenneth Cole	\$ 28.00	Hourly
Jared Perkins	\$ 24.00	Hourly
Bo Harner	\$ 20.39	Hourly
Nathan Shutts	\$ 20.39	Hourly
Nick Vearil	\$ 20.39	Hourly
Nate Alfrey	\$ 28.00	Hourly
Mike Lamb	\$ 24.00	Hourly
Brendan Czinege	\$ 28.00	Hourly
Devin Dawson	\$ 28.00	Hourly
James Brewer	\$ 28.00	Hourly
Hunter Langdon	\$ 28.00	Hourly
Kevin Curran	\$ 29.00	Hourly
Robert Ruffner	\$ 28.00	Hourly
Arron Tate	\$ 32.00	Hourly
Andrew Disbennet	\$ 36.80	Hourly
Tal Jernigan	\$ 28.00	Hourly

\* Denotes Part-Time

Shawn Martin	\$	26.00	Hourly
John Sibcy	\$	27.00	Hourly
Doyle Johnson	\$	33.00	Hourly
Robert Leak	\$	32.00	Hourly
Gary Grismer	\$	26.00	Hourly
Nicholas Brewer	\$	21.00	Hourly
David Rentz	\$	20.39	Hourly
Jason Faulkner	\$	27.04	Hourly
Claude Powers	\$	27.04	Hourly
Angie Tipton	\$	32.00	Hourly
Jon Collins	\$	36.80	Hourly
Jason Strickland	\$	24.00	Hourly
Michael Beers	\$	24.00	Hourly
Lori Buckler	\$	29.00	Hourly
Connor Davis	\$	33.60	Hourly
John Kendrick	\$	32.00	Hourly
Kyle Purdy	\$	20.39	Hourly
Trevor Fields	\$	23.30	Hourly
Ken Malicote	\$	25.00	Hourly
Brian Bailey	\$	24.00	Hourly
Arlis Shane Ammons	\$	24.00	Hourly
David Barnes	\$	28.00	Hourly
Kyle Reddick	\$	28.00	Hourly
John McIntosh	\$	28.00	Hourly
Roy Noe	\$	29.00	Hourly
Charlie Walker	\$	28.00	Hourly

# Resolution

Number 22-1988

Adopted Date December 20, 2022

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

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

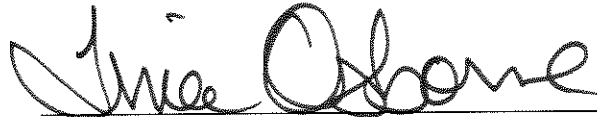
NOW THEREFORE BE IT RESOLVED, to adjust the bi-weekly salary of the following department heads, effective pay period beginning December 31, 2022; as reflected in the attached schedule

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



Department Heads		2023 Wage	
County Administrator	Tiffany Zindel	\$	6,061.15
Deputy County Administrator	Martin Russell	\$	4,807.69
Facilities Management	Trevor Hearn	\$	3,717.51
Building/Zoning	Michelle Tegtmeier	\$	3,423.08
Commissioners	Tina Osborne	\$	3,289.19
Economic Development	Matt Schnipke	\$	3,636.69
Emergency Serv.	Melissa Bour	\$	3,846.15
Dog & Kennel	Nathan Harper	\$	2,692.31
Telecom.	Paul Kindell	\$	4,828.71
Water and Sewer	Chris Brausch	\$	4,707.53
Garage	Nolan Cook	\$	2,949.76
OhioMeansJobs	Matt Fetty	\$	2,792.17
Children Services	Shawna Jones	\$	3,580.13
Prgram Mgr. SW & Grants	Susanne Mason	\$	2,578.02

# Resolution

Number 22-1989

Adopted Date December 20, 2022

## APPROVE SALARY INCREASES FOR COUNTY COURT PROBATION OFFICERS

WHEREAS, the Ohio Revised Code 1907.201 indicates that the Judge shall appoint probation officers and that their compensation is prescribed by the Board of County Commissioners; and

WHEREAS, during the 2023 budget process, the County Court Judge requested increases for said probation officers; and

WHEREAS, the Board has agreed to the County Court Judge's request for increases for said probation officers; and

NOW THEREFORE BE IT RESOLVED, to adjust the hourly wage for the following probation officers effective the pay period beginning December 31, 2022:


Donna C. Conn	2023 Hourly Rate	\$26.53
Mary Velde	2023 Hourly Rate:	\$26.53
Kimberly Lee	2023 Hourly Rate:	\$21.33

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: County Court (file)  
Personnel files  
OMB – Sue Spencer

# Resolution

Number 22-1990

Adopted Date December 20, 2022

## RENAME AND INCREASE ON-CALL PAY WITHIN THE COMMISSIONER DEPARTMENTS FOR NON-BARGAINING UNIT EMPLOYEES

WHEREAS, it is the desire of the Board to rename on-call pay, restrictive pay, as the time required for an employee to be available to respond to emergent situations restricts the employee's actions; and

WHEREAS, it is the desire of the Board to increase restrictive pay and make it consistent within all Commissioner Departments as follows:

Lead Person: \$300.00 per week  
2<sup>nd</sup> Lead Person: \$260.00 per week (pertains to Water and Sewer Department)  
3<sup>rd</sup> Lead Person: \$260.00 per week (pertains to Water and Sewer Department)  
Foreman/Chief Operators \$100.00 per week (pertains to Water and Sewer Department)  
(Foreman/Chiefs, hourly employees, assigned as resource for Lead Person)

NOW THEREFORE BE IT RESOLVED, to rename On-Call Pay to Restrictive Pay and increase Restrictive Pay as defined; and

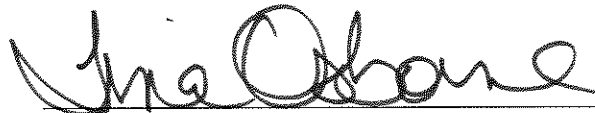
BE IT FURTHER RESOLVED, bargaining unit employees follow contract language as relates to on-call procedures.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)      Human Services (file)  
Telecommunications (file)      OMB – Sue Spencer  
Dog & Kennel (file)  
Children Services (file)

# Resolution

Number 22-1991

Adopted Date December 20, 2022

APPROVE THE MERGE OF WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION AND CHILDREN SERVICES DIVISION TO THE COUNTY COMMISSIONERS' COMPENSATION SCHEDULE

WHEREAS, Human Services and Children Services have had separate compensation schedules per division; and

WHEREAS, it is the desire of the Board to maintain one compensation schedule and merge Human Services and Children Services onto the Commissioners' compensation schedule; and

WHEREAS, the pay grades for each position within Human Services and Children Services will be converted to coordinating paygrades within the Commissioners' compensation plan to complete the merge, as attached hereto and made a part hereof; and

BE IT RESOLVED, to approve the merge of Warren County Job and Family Services, Human Services Division and Children Services Division to the County Commissioners' Compensation Schedule effective pay period starting December 31, 2022.

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate the classifications for Human Services and Children Services, effective December 31, 2022.

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

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

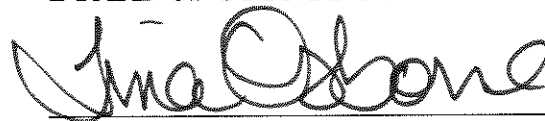
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

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

**Conversion of Paygrades for Human Services and Children Services  
For Merge to Commissioners' Compensation Plan**

**Children Services:**

- Clerical Specialist I converted to Administrative Clerk pay grade 7
- Clerical Specialist II converted to Administrative Support pay grade 10
- Case Aide – converted to: pay grade 12
- Assistant Business Manager – converted to: pay grade 15
- Business Manager – converted to: pay grade 18
- Policy Coordinator – converted to: pay grade 10
- Protective Service Caseworker I, Investigative Caseworker I, Alternative Response Caseworker I, Compliance Caseworker I, and Screener I - converted to: pay grade 14
- Protective Service Caseworker II, Investigative Caseworker II, Alternative Response Caseworker II, Compliance Caseworker II, and Screener II – converted to: pay grade 16
- Protective Service Caseworker III, Investigative Caseworker III, Alternative Response Caseworker III, Compliance Caseworker III, and Screener III – converted to: pay grade 18
- Kinship and Adoption Navigator – converted to: pay grade 18
- Foster Care Caseworker I and Adoption Caseworker I – converted to: pay grade 16
- Foster Care Caseworker II and Adoption Caseworker II – converted to: pay grade 18
- Supervisor – converted to pay grade B

**Human Services:**

- Eligibility Referral Specialist I – converted to: pay grade 10
- Eligibility Referral Specialist II – converted to: pay grade 12
- Eligibility Referral Specialist III – converted to: pay grade 14
- Social Services Caseworker I – converted to: pay grade 14
- Social Services Caseworker II – converted to: pay grade 16
- Social Services Caseworker III – converted to: pay grade 18

Assistant Business Manager – converted to: pay grade 15

Fiscal Coordinator converted to Business Manager pay grade 18

Fraud Investigator – converted to: pay grade 14

MIS Specialist – converted to: pay grade 20

Supervisors – converted to: pay grade B

Temp – Child Care Program Specialist – converted to: pay grade 10

# Resolution

Number 22-1992

Adopted Date December 20, 2022

APPROVE TITLE CHANGE FOR MIRANDA GRIFFITH FROM CLERICAL SPECIALIST I TO ADMINISTRATIVE SUPPORT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Board converted Children Services to the Commissioners' compensation schedule and the conversion requires a title change for Miranda Griffith to Administrative Support; and

NOW THEREFORE BE IT RESOLVED, to approve title change for Miranda Griffith from Clerical Specialist I to Administrative Support, non-exempt, pay range #10, \$18.13 per hour, under the Warren County Commissioners' Compensation Schedule, effective pay period beginning December 31, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 22-1993

Adopted Date December 20, 2022

APPROVE TITLE CHANGE FOR DARBIE EVE FROM CLERICAL SPECIALIST I TO ADMINISTRATIVE SUPPORT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Board converted Children Services to the Commissioners' compensation schedule and the conversion requires a title change for Darbie Eve to Administrative Support; and

NOW THEREFORE BE IT RESOLVED, to approve title change for Darbie Eve from Clerical Specialist I to Administrative Support, non-exempt, pay range #10, \$17.60 per hour, under the Warren County Commissioners' Compensation Schedule, effective pay period beginning December 31, 2022.

BE IT FURTHER RESOLVED, Ms. Eve will receive the typical three percent (3%) increase upon completion of her year probation at the end of January 2023.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



# Resolution

Number 22-1994

Adopted Date December 20, 2022

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

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

NOW THEREFORE BE IT RESOLVED, to reclassify Sydney Smith the position of Protective Services Caseworker II, non-exempt, pay range #16, \$21.74 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning December 31, 2022, and

BE IT FURTHER RESOLVED, Ms. Smith will receive the typical three percent (3%) increase upon completion of her year probation at the end of October 2023.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 22-1995

Adopted Date December 20, 2022

APPROVE TITLE CHANGE FOR STACEY NEWDIGATE FROM FISCAL COORDINATOR TO BUSINESS MANAGER WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Board converted Human Services to the Commissioners' compensation schedule and the conversion requires a title change for Stacey Newdigate to Business Manager; and

NOW THEREFORE BE IT RESOLVED, to approve title change for Stacey Newdigate from Clerical Specialist I to Business Manager, non-exempt, pay range #18, \$29.11 per hour, under the Warren County Commissioners' Compensation Schedule, effective pay period beginning December 31, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
S. Newdigate's Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-1996

Adopted Date December 20, 2022

APPROVE RECLASSIFICATION OF KATHY LUNDY FROM THE POSITION OF CUSTODIAL WORKER I TO THE POSITION OF CUSTODIAL WORKER II

WHEREAS, the Director of Facilities Management has indicated that Ms. Lundy performs the essential functions of a Custodial Worker II and desires to reclassify her to said position; and


NOW THEREFORE BE IT RESOLVED, to reclassify Kathy Lundy the position of Custodial Worker II, non-exempt, pay range #9, \$17.55 per hour, effective pay period beginning December 31, 2022, and

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities (file)  
K. Lundy's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1997

Adopted Date December 20, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BROOKE HILL WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, Brooke, Hill, Cashier Receptionist within the Warren County Building and Zoning Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Brooke Hill's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.45 per hour effective pay period beginning December 31, 2022.

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

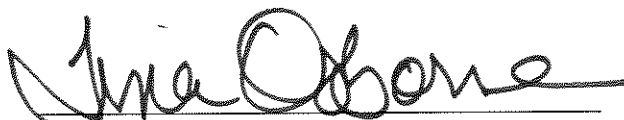
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building and Zoning (file)  
B. Hill's Personnel File  
OMB – Sue Spencer

# Resolution

Number 22-1998

Adopted Date December 20, 2022

APPROVE PERMANENT EMPLOYMENT FOR ALYSSA HARDIN AS EMA  
EMERGENCY PLANS ASSISTANT WITHIN EMERGENCY SERVICES

WHEREAS, pursuant to resolution 22-0983 approved on July 5, 2022, Ms. Hardin was hired as a temporary EMA Emergency Plans Assistant effective July 11, 2022; and

WHEREAS, the Director of Emergency Services desires to permanently employ Ms. Hardin as the EMS Emergency Plans Assistant; and

NOW THEREFORE BE IT RESOLVED, to approve the permanent employment for Alyssa Hardin as the EMA Emergency Plans Assistant, classified, full time (40 hours per week), pay grade 13, \$19.58 per hour, permanent status, effective pay period beginning December 31, 2022, subject to a remaining probationary period ending July, 2023: and

BE IT FURTHER RESOLVED, Ms. Hardin will be eligible for a three (3) percent increase upon completion of a year in July 2023.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Emergency Services (file)  
A. Hardin's Personnel file  
OMB – Sue Spencer  
OMB – Tammy Whitaker

# Resolution

Number 22-1999

Adopted Date December 20, 2022

## ADOPT CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF DIRECTOR OF FISCAL OPERATIONS WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Director of Fiscal Operations be created within Water and Sewer Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Director of Fiscal Operations within Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Director of Fiscal Operations, pay range assignment of C, hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Director of Fiscal Operations, effective December 31, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file  
Water and Sewer (file)  
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 1 of 2

TITLE: Director of Fiscal Operations

PAY RANGE: C

**JOB RESPONSIBILITIES:** Performs other duties as required.

Under general supervision of the Sanitary Engineer, has general administrative control and responsibility for managing and directing the Department's fiscal operations, which include revenue and expense control, fixed assets, budgeting, purchasing, financial reporting, internal auditing, capital planning, debt management, recommendation of rate structures and various related functions; manages and directs financial office personnel and provides functional guidance and information to various other individuals, outside of the internal financial staff, on fiscal related matters

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

- Completion of an undergraduate core program with major coursework in finance, accounting, business or public administration or closely related area; Minimum of five (5) years' experience in business or public administration with three (3) years of progressively responsible managerial and supervisory experience; or any training and/or work experience which evidences a comprehensive knowledge of accounting and management, and an advanced knowledge of supervision, budgeting and office practices.
- Preferred Qualifications: CGFM (Certified Government Financial Manager) or CPFO (Certified Public Finance Officer) certification.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

- Assists the Sanitary Engineer in the planning and development of the financial and business plan of the Water & Sewer Department as well as in the preparation of the proposed rules, regulations, and directives.
- Provide support and make recommendations for strategic short and long-range planning; set goals and design initiatives for the purpose of meeting departmental objectives within the area of responsibility.
- Directs, manages, and administers functions related to the fiscal operations of the Department, personally or through subordinates, which include budgeting, purchasing, asset and inventory management, payroll, accounting, billing, accounts payable and internal audit.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 1 of 2

TITLE: Director of Financial Operations

PAY RANGE: C

- Carry out supervisory responsibilities and oversee day-to-day operations in accordance with county policies and applicable laws. Responsibilities include: plan, organize, assign and direct the work of the fiscal staff; monitor work to ensure compliance with accounting and financial regulations; train, coach, counsel and provide leadership; evaluate performance; provide interpretation of County policies, procedures, rules and laws; disseminate information effectively; recommend actions related to discipline; mediate conflicts in the work place and attempt to resolve issues.
- Develop financial processes to monitor, track and revise budgetary functions. Write reports, direct, coordinate, and monitor a variety of fiscal control and management activities.
- Oversee and prepare the Water & Sewer Department's interim and annual budget to include operating funds, project funds, and capital improvement funds.
- Perform various financial tasks to forecast, prepare, plan and manage Department's budget, debt service, and capital construction projects; review individual units to provide pertinent information for maintaining funding levels to meet expenditures, encumbrances, debt service and other contractual obligations.
- Prepare, and maintain required financial information for the annual state audit, the Comprehensive Financial Annual Report (CFAR), and the State Auditor's Office as requested.
- Monitor and review fixed assets, private development, accruals, Construction in Progress (CIP) outside bank reconciliations, and other required financial information as required for the Comprehensive Financial Annual Report.
- Develop, prepare, interpret, and present rate analyses utilizing various analytical, statistical, and historical reports. Provide consultation in the determination of setting rate structures for water & sewer services for generation of revenue for the operations of the department; make recommendation to the Appointing Authority.
- Review and approve Department's Expense or Receipt adjustments, Purchase Orders, Change Orders, Emergency Purchase Orders, Operational Transfers, Budget Transfers, Supplemental Appropriations, Amended Certificates, and Intra-County Transfers, for accuracy and completeness before submitting to the Warren County Auditors or Commissioners Office.



- Acts as a liaison between the Water & Sewer Department, County Auditor, Treasurer, and legal counsel on fiscal related matters; represents the Department at various meetings related to Department's financial matters.
- Reviews and assists with the preparation and submittal of bid specifications, evaluation, and scoring for operating expenditures that meet the requirements for competitive bidding or Request for Proposals.
- Reviews and assists with the development, amendment and/or renewal of all fiscal related contract agreements (ex. utility billing, purchased water, sewage treatment, wholesale water, sludge hauling, billing/printing services, utilities energy supplier, billing software agreements, maintenance agreements, etc.)
- Maintain and increase knowledge and skill through attendance at meetings, conferences, training courses, seminars, and in-service training sessions.
- Performs additional duties and assignments as requested by the Sanitary Engineer.

**KNOWLEDGE, SKILLS AND ABILITIES:** Necessary to perform duties.

- Public accounting, governmental budgeting, financial administration, and bookkeeping principles and practices.
- Ohio Revised Code, Ohio Administrative Code; and other state and federal laws to ensure compliance with regulations for financial accounting standards and governmental accounting board standards
- Budget administration, cost analysis and cost control, accounting, and financial forecasting
- Principle and practices of governmental purchasing practices and procedures, including bidding requirements
- Effectively direct, monitor and evaluate the work of others
- Organize, plan, and monitor multiple projects and priorities
- Interpret and analyze financial information, draw sound conclusions, and develop effective, concise, management reports and statements.
- Establish and maintain effective working relationships with county and state employees, supervisors, co-workers and general public.
- Define problems, collect, and interpret data; analyze difficult and complex issues; establish facts; exercise sound judgement in arriving at valid conclusions

# Resolution

Number 22-2000

Adopted Date December 20, 2022

APPROVE TITLE CHANGE FOR MICHAEL ZEIHNER TO DIRECTOR OF FISCAL OPERATIONS WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the department recently restructured job duties due to a recent retirement and has requested to update Mr. Zeiher's title to Director of Fiscal Operations to accurately reflect his role within the department; and

NOW THEREFORE BE IT RESOLVED, to approve title change for Michael Zeiher to Director of Fiscal Operations, non-exempt, pay range C, \$3,411.60 bi-weekly, under the Warren County Commissioners' Compensation Schedule, effective pay period beginning December 31, 2022.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)  
M. Zeiher's Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-2001

Adopted Date December 20, 2022

ADOPT CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF UTILITY BILLING AND CUSTOMER CARE COORDINATOR WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Utility Billing and Customer Care Coordinator be created within Water and Sewer Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Utility Billing and Customer Care Coordinator within Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Utility Billing and Customer Care Coordinator, pay range assignment of #18, hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Utility Billing and Customer Care Coordinator, effective December 31, 2022.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Classification/Compensation file  
Water and Sewer (file)  
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

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TITLE: Utility Billing and Customer Care  
Coordinator

PAY RANGE: 18

**JOB RESPONSIBILITIES:** Performs other duties as required.

Under general direction of the Business Manager, assists, plans, coordinates, and participates in the daily operations and activities of the Utility Billing and Customer Service Division, including billing, meter reading, payment collection, rate maintenance, cash balancing and customer relations. General oversight for the instruction and training of employees in functions related to utility billing and customer service policies, processes, and procedures

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

- Completion of secondary education or its equivalent with direct knowledge of bookkeeping, data processing, work processing/typing, data entry and spreadsheet management, and/or equivalent combinations of training and/or experience.
- Minimum of five (5) years' experience in accounting, utility billing and customer service, preferably in a governmental or public agency setting. Three (3) years' experience as a Utility Clerk III or equivalent preferred. Or any combination of education and experience providing essential knowledge, skills, and abilities to perform the duties of the positions

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

- Carry out fiscal responsibilities in accordance with county policies and applicable federal, state, and local laws. Assists with the coordination of the billing operations, evaluates office procedures, prioritizes work, and makes recommendations to improve efficiency of workflow.
- Assists in determining best training approach for Utility Clerks. Ensure staff is thoroughly trained in all utility billing and customer service policies, processes, and procedures; monitors work quality, counsels and provides leadership, and set goals for the unit.
- Coordinates task workflow and reviews work processed by Utility Clerks to ensure completeness, accuracy, and timeliness. Ability to perform all Utility Billing job duties in their entirety, filling in for these positions when needed.
- Ensure timely processing and reconciliation of billing and receivables functions, including but not limited to , electronic payments, daily pay-in, posting payments, accounts receivable balances, daily cash reconciliation, delinquent accounts, service

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

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TITLE: Utility Billing and Customer Care  
Coordinator

orders, corrected bills, final reads, new meter setups, unpaid finals, bankruptcy claims, status reports, returned bills, refunds, and customer records, etc.

- Responsible for Rate Maintenance. Maintain regular communication with Personnel from other municipal systems for billing needs (meter readings, final reads, customer information, rate changes); update billing agreements, rates in billing utility software, and any updates to billing policies or procedures; update Warren County webpage and New Customer letters.
- Oversee Collections Management; including, but not limited to, running reports on final/closed accounts with balances; creating and processing various debt collection analysis and statistical reports for management review; creating and mailing collection letter notices; certifying outstanding balances subject to property tax assessments; annually provide delinquent account information to other municipal systems we provide billing service for to allow the option for assessment, if desired.
- Monitor water meter and sewer/water account inaccuracies and malfunctions; communicate effectively with Water & Sewer Maintenance team and any relevant vendors.
- Oversee meter reading functions for billing and analyzing meter reading input for accuracy including Zero Consumption Reports and verification.
- Monitor service/work orders workflow and provide daily status updates to the Business Manager. Follow up with appropriate personnel ensuring service orders have been received and are being processed in a timely manner. Schedules work orders to investigate and resolve account issues and provides updates based on findings of investigation.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

- Microsoft Office software and other databases.
- Plan, organize and prioritize workflow in order to meet deadlines
- Excellent attention to detail is of utmost importance
- Communicate effectively in both written and oral forms
- Effectively communicate with difficult utility billing customers.
- Ability to communicate software and hardware performance issues with IT department or utility billing software support team.
- Identify problems, research, and analyze relevant information, develop, and present recommendations and justifications for solutions.
- Make sound, independent decisions within established policy and procedural guidelines.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: UTILITY BILLING AND  
CUSTOMER CARE  
COORDINATOR

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	D	90
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	C	45
#7	Responsibility for Completing Records and Reports	D	72
#8	Personal Contacts	D	30
#9	Work Environment and Physical Demands	A	11
	TOTAL POINT FACTOR ASSIGNMENT		<u>634</u>
	RANGE		#18

# Resolution

Number 22-2002

Adopted Date December 20, 2022

## APPROVE TITLE CHANGE FOR JANET LUNDY TO UTILITY BILLING AND CUSTOMER CARE COORDINATOR WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the department recently restructured job duties due to a recent retirement and has requested to update Ms. Lundy's title to Utility Billing and Customer Care Coordinator to accurately reflect her assigned job duties and role within the department; and

NOW THEREFORE BE IT RESOLVED, to approve title change for Janet Lundy to Utility Billing and Customer Care Coordinator, non-exempt, pay range #18, \$26.65 per hour, under the Warren County Commissioners' Compensation Schedule, effective pay period beginning December 31, 2022.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)  
J. Lundy's Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-2003

Adopted Date December 20, 2022

APPROVE RECLASSIFICATION OF KIMBERLY MCKINNEY FROM THE POSITION OF ADMINISTRATIVE SUPPORT TO THE POSITION OF ADMINISTRATIVE ASSISTANT WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Ms. McKinney performs the essential functions of an Administrative Assistant and requests to reclassify Ms. McKinney to said position; and


NOW THEREFORE BE IT RESOLVED, to reclassify Kimberly McKinney from the position of Administrative Support to Administrative Assistant, within the Telecommunications Department, non-exempt, pay range #13, \$20.17 per hour, effective pay period beginning December 31, 2022.

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

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

Resolution adopted this 20<sup>th</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecommunications (file)  
K. McKinney's Personnel file  
OMB Sue Spencer