

Resolution

Number 20-0748

Adopted Date June 02, 2020

APPROVE AND SIGN THE SUBMISSION OF SF-424, ASSURANCES AND CERTIFICATIONS AS THEY RELATE TO THE WARREN COUNTY 2019-2023 CONSOLIDATED PLAN AND FISCAL YEAR 2019 CDBG-CV (COVID-19) ANNUAL ACTION PLAN AMENDMENT

WHEREAS, to be eligible to apply for Community Development Block Grant – COVID-19 (CDBG-CV) funds, the U.S. Department of Housing and Urban Development (HUD) requires each applicant to prepare and submit an SF-424, Assurances and Certifications as they relate to the Five-Year Consolidated Plan and an Annual Action Plan; and

WHEREAS, Warren County has completed the requirements for said Plans as set forth by the U.S. Department of Housing and Urban Development; and

NOW THEREFORE BE IT RESOLVED, to approve and sign the SF-424, Assurances and Certifications as they relate to the Warren County 2019-2023 Consolidated Plan and the Fiscal Year 2020 Annual Action Plan to the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED, to authorize the President and/or Vice-President of this Board to sign documents relative thereto.

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: OGA (file)
HUD

Application for Federal Assistance SF-424								
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input checked="" type="checkbox"/> Changed/Corrected Application			* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision			* If Revision, select appropriate letter(s): A: Increase Award * Other (Specify):		
* 3. Date Received: 04/14/2020			4. Applicant Identifier: B19UC390009					
5a. Federal Entity Identifier: 14.218			5b. Federal Award Identifier:					
State Use Only:								
6. Date Received by State:		7. State Application Identifier:						
8. APPLICANT INFORMATION:								
* a. Legal Name: Warren County Board of Commissioners								
* b. Employer/Taxpayer Identification Number (EIN/TIN): 31-60000-58			* c. Organizational DUNS: 7843276080000					
d. Address:								
* Street1: 406 Justice Drive								
Street2:								
* City: Lebanon								
County/Parish:								
* State: OH: Ohio								
Province:								
* Country: USA: UNITED STATES								
* Zip / Postal Code: 45036-2385								
e. Organizational Unit:								
Department Name: Warren County Grants Administr			Division Name:					
f. Name and contact information of person to be contacted on matters involving this application:								
Prefix:		* First Name: Susanne						
Middle Name:								
* Last Name: Mason								
Suffix:								
Title: Director, Grants Administration								
Organizational Affiliation: Warren County								
* Telephone Number: 513-695-1210			Fax Number:					
* Email: masosu@co.warren.oh.us								

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of HUD

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

14.218

* Title:

CDBG Entitlement Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Warren County will use CDBG-CV funds for aid to homeless, public service projects, abuse shelter.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="436,054.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="436,054.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

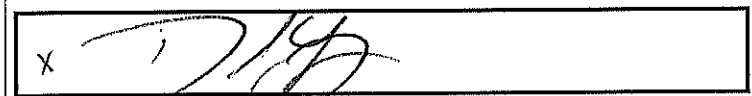
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	President, Warren County Board of Commissione
APPLICANT ORGANIZATION	DATE SUBMITTED
Warren County Board of Commissioners	6/2/2020

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing--The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan--It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying--To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction--The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan--The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3--It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

X 

Signature of Authorized Official

6-2-20

Date

President _____ Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation--It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan--Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan --It is following a current consolidated plan that has been approved by HUD.

Use of Funds--It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available(see Optional CDBG Certification).
2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2019 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.


Excessive Force--It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws--The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d) and the Fair Housing Act (42 U.S.C.3601-3619) and implementing regulations.

Lead-Based Paint--Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part35, Subparts A, B, J, K and R.

Compliance with Laws--It will comply with applicable laws.

x 

Signature of Authorized Official

6-2-20

Date

President _____ Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Resolution

Number 20-0749

Adopted Date June 02, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF RANDY BEVINS, ELECTRICIAN II, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE JUNE 26, 2020

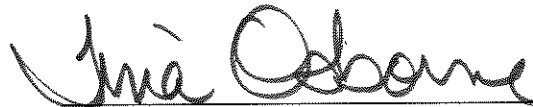
BE IT RESOLVED, to accept the resignation, due to retirement, of Randy Bevins, Electrician II, within the Warren County Facilities Management Department, effective June 26, 2020.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
R. Bevins' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0750

Adopted Date June 02, 2020

WAIVE WARREN COUNTY'S PORTION OF THE BUILDING PERMIT FEES ASSOCIATED WITH INTERIOR CONSTRUCTION FOR LIBERTY HEIGHTS CHURCH LOCATED AT 161 MILLER ROAD IN THE CITY OF LEBANON

BE IT RESOLVED, to waive Warren County's portion of the building permit fees relative to interior construction for Liberty Heights Church located at 161 Miller Road in the City of Lebanon; and

BE IT FURTHER RESOLVED, that that Liberty Heights Church be responsible for the surcharge required by the State of Ohio.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/11

cc: Building/Zoning (file)
chris.anderson@libertyheights.org

Resolution

Number 20-0751

Adopted Date June 02, 2020

ADVERTISE FOR BIDS FOR THE FRANKLIN AREA WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT

BE IT RESOLVED, to advertise for bids for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project for the Warren County Water and Sewer Department beginning June 15, 2020; and

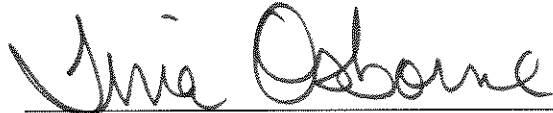
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the County Internet Website, with bid opening to occur on July 16, 2020 @ 2:00 p.m.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 20-0752

Adopted Date June 02, 2020

APPROVE AND ENTER INTO A LEASE AGREEMENT WITH OHIO MEANS JOBS
WARREN COUNTY

BE IT RESOLVED, to approve and authorize the County Administrator to execute a lease agreement with Ohio Means Jobs Warren County; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Means Jobs Warren County
OhioMeansJobs (file)
OMB - S. Spencer

OFFICE SPACE REIMBURSEMENT AGREEMENT

This Agreement is made this 2nd day of June, 2020, between the Warren County Board of Commissioners (Commissioners) and the Ohio Means Jobs Warren County for the use of office space in 300 East Silver Street, Lebanon, Ohio (Old Courthouse) for the implementation of the Workforce Investment Act.

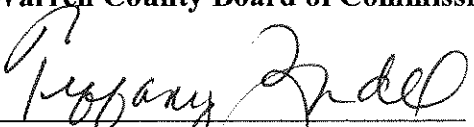
It is agreed between the parties as follows:

1. Commissioners hereby agree to allow the Ohio Means Jobs Warren County to occupy a portion of the Old Courthouse located at 300 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,629 square feet of propriety occupied space, approximately 1,589 square feet of Ohio Means Jobs partner shared space.
2. The Ohio Means Jobs Warren County shall pay a user fee of \$20,865.00 for the propriety occupied space, a user fee of \$15,890.00 for the One-Stop partner shared space, and approximately 2,484 square feet of meeting room space for a total user fee of \$36,755.00 per year. Payment is due prior to June 30, 2021.
4. The use of the Young Room (approximately 1928 square feet) and the Jones Room (approximately 556 square feet) shall be granted to Ohio Means Jobs (OMJ) at no charge (\$20,400 in-kind contribution annually).
5. This Agreement shall be in effect for a term of one (1) year commencing on July 1, 2020, and terminating June 30, 2021.
6. The Ohio Means Jobs shall have exclusive use of the Premises as described in Attachment "A" and for the purpose stated above, in its present condition, reasonable wear and tear excepted.
7. Commissioners shall provide to the Premises, at no additional charge to the Ohio Means Jobs, all property insurance, gas, electric, water and sewer service, except telephone, and maintenance and custodial services as required.
8. Consent is given to request reimbursement for the cost of the Ohio Means Jobs partner shared space from the Ohio Means Jobs partners and the office space from ODJFS, ODJFS Vets, and OOD per agreements in MOU between OMJ Warren County Center Partners. Otherwise, Premises shall not be sub-let or assigned to any other entity without prior written consent of either party.
9. 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 Commissioners for maintenance and/or safety purposes.

10. In the event of any breach of this Agreement, either party hereto shall have the right to terminate this Agreement in accordance with the laws of the State of Ohio and the Commissioners shall have the right to re-enter and claim possession of the Premises, in addition to such other remedies available to the Commissioners as the property owner arising from said breach.

This Agreement shall be binding to the benefit of the parties, their successors, assigns and personal representatives.

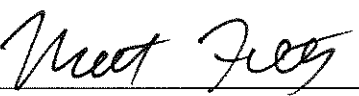
Warren County Board of Commissioners



~~David Young, President~~
Tiffany Zindel, County Administrator

6-2-2020
Date

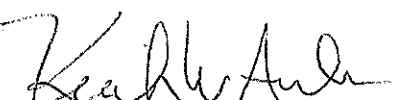
Ohio Means Jobs Warren County



Matt Fetty, Director

5/27/20
Date

Approved as to form:



Assistant Prosecutor

Resolution

Number 20-0753

Adopted Date June 02, 2020

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH THE ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve and enter into a contract with the Abuse and Rape Crisis Shelter of Warren County on behalf of Warren County Department of Human Services in the total amount of \$102,400.00 TANF/PRC funds beginning 7/1/20 and ending 6/30/21; copy of contract attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Abuse & Rape Crisis Shelter of Warren County
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
ABUSE & RAPE CRISIS SHELTER OF WARREN COUNTY**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Abuse and Rape Crisis Shelter of Warren County (ARCS) (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.558, Temporary Assistance for Needy Families (TANF), SFY 2021, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Abuse and Rape Crisis Shelter of Warren County.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions,

requirements, and restrictions.

- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant 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 grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor 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 Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, If Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2020 through June 30, 2021** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuring fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTCILE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	Award ID/FAIN#	CFDA Number
TANF Administration	\$10,240.00	JFSCTF20/JFSCTF21	1601OHTANF	93.558
TANF Regular	\$92,160.00	JFSCTF20/JFSCTF21	1601OHTANF	93.558

Reimbursement of Sub-recipient’s cost shall be through a Fixed Unit Cost. **The unit cost shall be \$32.00 per client per day rate.** Unit of cost shall be per eligible individual per night that services are provided.

Eligibility is based on a household income at or below 200% of the Federal Poverty Level.

The Sub-recipient will bill the Department based on Fixed Unit Cost for Services Delivered.

Funds available under this agreement may not be used for food. Mileage cannot exceed the county’s established mileage reimbursement rate, currently \$0.50.

A. This grant is in the total amount of \$102,400.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit B** and shall no exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dates, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked “Final”, must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that “Payment of this invoice constitutes complete satisfaction of all of Grantor’s obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice.”

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.

D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E,.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 - 2. Either party may terminate after giving ninety (90) 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 91st day following the receipt of the notice by the other party.
 - 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or

- terminated Subgrant activities;
3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 27 N. East Street, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
 1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any

subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.

2. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.

7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any

Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

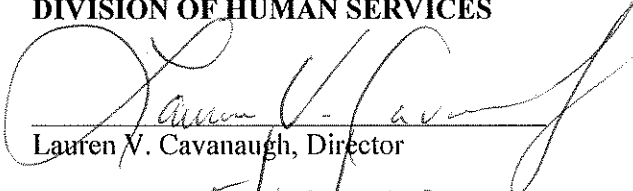
ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant 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, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.


**WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES**



Lauren V. Cavanaugh, Director
5/14/2020

Date

**ABUSE & RAPE CRISIS SHELTER
OF WARREN COUNTY**




Jane B. Conn, ARCS Executive Director
5-21-2020

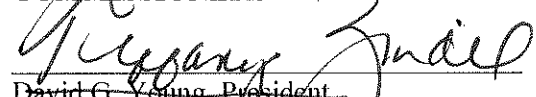
Date


WARREN COUNTY PROSECUTOR

Approved as to Form Only

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



David G. Young, President


Tiffany Zindel, County Administrator
Tom Grossmann, Vice President

Shannon Jones, Member
6-2-2020

Date

ARCS proposes to invoice PRC for services at \$32 per client per day rate. Included in this rate will be costs for:

1. Shelter Advocates Salary/Fringe/Taxes (\$454,027 overall)
Request \$64,470 for Shelter Advocate/Case Managers and AfterCare Program Coordinator.

2. Fiscal

The 9 employees providing direct services to clients at the shelter represent 47% of staff.

Costs for fiscal duties are as follows:

Horizon payroll services	\$ 2,800
Fiscal Manager	\$56,957
Audit	<u>\$ 5,200</u>

Total Request $\$67,555 \times 21.275\% = \underline{\$14,372}$

3. Shelter Supplies/Food and Office Supplies (\$16,828 overall)
Request \$9482
4. Occupancy – Utilities, Trash, Security (\$8,486 overall)
Request \$8,486
5. Internet, Advocate Cell Phones and Land lines at the shelter (\$3195 overall)
Request \$998
6. Copier Equipment Lease/Storage Lease – (\$854 overall)
Request \$854
7. Vehicle Maintenance/Fuel to transport Clients (\$3532 overall)
Request \$2,000
8. Administrative Costs calculated at 10%
 - a. Vehicle Insurance (\$4100 overall)
Request \$410
 - b. Shelter Mortgage (\$7,000 overall)
Request \$700
 - c. Shelter Maintenance (\$5,120 overall)
Request \$320
 - d. Shelter Insurance (\$2,461 overall)
Request \$308

2020 Budget	SHELTER Overall	TANF/PRC
Salary	\$454,027	\$64,470
Bookkeeping/Audit/Payroll	\$64,957	\$14,372
Shelter Food	\$5,865	\$5,735
Shelter Supplies	\$7,768	\$3,500
Shelter Office Supplies	\$3,195	\$247
Client Support	\$4,924	\$0
Postage	\$861	\$0
Occupancy - Utilities-Trash-Security	\$8,486	\$8,486
Phones/Internet	\$3,195	\$998
Equipment/Storage Lease	\$854	\$854
Vehicle Maintenance / Fuel	\$3,532	\$2,000
Vehicle Insurance	\$4,100	\$410
Shelter Mortgage	\$7,000	\$700
Shelter Maintenance	\$5,120	\$320
Shelter Insurance	\$2,461	\$308
Staff Training/Mileage	\$900	\$0
Total Expense/ Year	\$577,245	\$102,400
Shelter Nights	3200	3200
	\$182	\$32

Cavanaugh, Lauren V

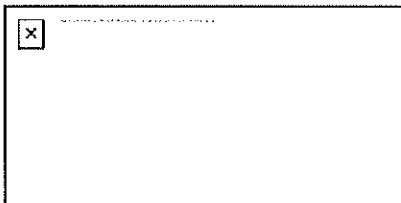
From: Jane Conn <jconn@arcshelter.com>
Sent: Monday, May 11, 2020 5:05 PM
To: Cavanaugh, Lauren V
Cc: Paula Olszewski
Subject: TANF Budget
Attachments: TANF Project Budget Narrative.2020-21.docx; 2020 Budget proposal.xlsx

Hi Lauren!

Please find attached ARCS project budget and narrative for TANF 2020-2021. We are so grateful for your advocacy with this funding. I honestly wonder how we did it before you reached out to us. Cathy Panning retired a few months ago and her lovely replacement is Paula Olszewski (Cc'd). Please let us know if you have any questions or need more information.

Gratefully,
Jane

Jane Conn
Executive Director



P [513-695-1185](tel:513-695-1185)

W <http://www.arcshelter.com>

W <http://www.pieces2prevention.com>

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.



County Name (Pass-Through Agency): Warren County Job & Family Services

Name of Provider (Potential Vendor/Subrecipient): Abuse & Rape Crisis Center of Warren County

Name of Program: PRC Agreement with ARCS

	Indications of a Subrecipient See A-133 §210(b)	Yes	No	Comments
1.	Provider determines who is eligible to receive federal financial assistance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Provider has its performance measured against whether the objectives of the federal program are met.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Provider has responsibility for programmatic decision making.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Provider has responsibility for adherence to applicable federal program compliance requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

	Indications of a Vendor See A-133 §210(c)	Yes	No	Comments
6.	Organization provides the goods and services within normal business operations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7.	Organization provides similar goods or services to many different purchasers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8.	Organization operates in a competitive environment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9.	Organization provides goods or services that are ancillary to the operation of the federal program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10.	Organization is not subject to compliance requirements of the federal program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Overall Conclusion	Yes	No	Comments
Provider is a subrecipient.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduct Subrecipient Monitoring See OAC 5101:9-1-88
Provider is a vendor.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Contract Monitoring See OAC 5101:9-4-07 (J)(8) or other rule

Resolution

Number 20-0754

Adopted Date June 02, 2020

APPROVE AGREEMENT AND ADDENDUM WITH LUTHERAN HOMES SOCIETY, INC. DBA GENECROSS FAMILY & YOUTH SERVICES AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

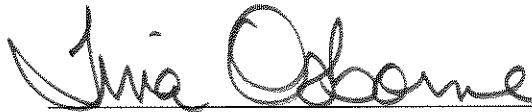
BE IT RESOLVED, to approve and authorize the County Administrator to enter into the agreement and addendum with Lutheran Homes Society, Inc. dba Genecross Family & Youth Services, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Lutheran Homes Society, Inc. dba Genecross Family & Youth Services
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and Lutheran Homes Society, Inc. dba Genacross Family & Youth Services, hereinafter "Provider," whose address is:

Lutheran Homes Society, Inc. dba Genacross Family & Youth Services
1905 Perrysburg Holland Rd
Holland, OH 43528

Collectively the "Parties."

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

completed.

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

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

Article X. RECORDS RETENTION ,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

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

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

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

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

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

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

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

if to Provider , to Lutheran Homes Society, Inc. dba Genacross Family & Youth Services
 1905 Perrysburg Holland Rd
 Holland, OH 43528

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

ORC 102.03, ORC 102.04 , ORC 2921.42, ORC 2921.43.

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

Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

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

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDING FOR RECORDS

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT


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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

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


 Kathryn M. Horvath
 Ass. Prosecuting Attorney

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

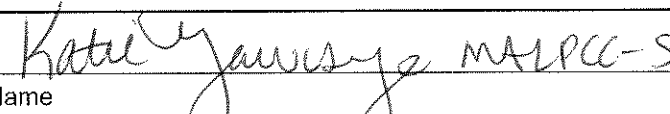
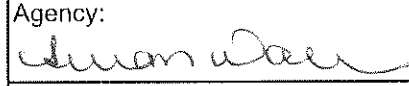
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the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

Article XXXII. APPLICABLE LAW AND VENUE

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

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

SIGNATURES OF PARTIES:

Provider:		3/12/2020
Printed Name	Date	
Lutheran Homes Society, Inc. dba Genacross Family & Youth Services		
Agency:		
Printed Name	Date	
Warren County Children Services		

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Lutheran Homes Society, Inc. dba Genacross Family & Youth Services		
Street/Mailing Address 1905 Perrysburg Holland Rd		
City Holland	State OH	Zip Code 43528

Contract ID : 19180116

Originally Dated :04/01/2020 to 05/31/2021

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 05/07/2020

Provider / ID : Lutheran Homes Society, Inc. dba Genacross Family & Youth Services/ 24323

Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Anthony Wayne GROUP Home(20031)	107799			\$369.02	\$2.08		\$2.56	\$0.01	\$1.03		\$31.30	\$406.00	04/01/2020	05/31/2021
East Toledo Group Home (20422)	44799			\$369.02	\$2.08		\$2.56	\$0.01	\$1.03		\$31.30	\$406.00	04/01/2020	05/31/2021
Maumee Youth Center(20560)	107797			\$348.03	\$16.16		\$3.25	\$0.02	\$0.49		\$38.05	\$406.00	04/01/2020	05/31/2021
Oregon GROUP Home(20030)	107798			\$325.91	\$9.12		\$3.12	\$0.02	\$1.22		\$66.61	\$406.00	04/01/2020	05/31/2021
Wynn GROUP Home(20259)	107800			\$325.91	\$9.12		\$3.12	\$0.02	\$1.22		\$66.61	\$406.00	04/01/2020	05/31/2021

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

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

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

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the ^{County Administrator} President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0754, dated 6/2/2020, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

Karyn Zudip
President ^{County Administrator}
Warren County Board of Commissioners
Date 6-2-2020

Katie Jaworska
Provider
Date 3/12/2020

Reviewed by:

Monique
Director
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath
Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Lucas

I, Katie Zawisza holding the title and position of Executive Director at the firm Lutheran Homes Society, Inc affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Katie Zawisza
AFFIANT

Subscribed and sworn to before me this 16th day of March 20 20

Mary C. Nungester
(Notary Public);

Lucas County.

My commission expires Sept. 14 20 24



MARY C. NUNGESTER
Notary Public, State of Ohio
My Commission Expires Sept. 14, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2019

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

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

PRODUCER Hylant - Toledo 811 Madison Ave. Toledo OH 43604	CONTACT NAME: PHONE (A/C, No, Ext): 419-255-1020 FAX (A/C, No): 419-255-7557 E-MAIL ADDRESS: toledo_hmi@hylant.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Lutheran Homes Society, Inc. Family & Youth Services 2021 N. McCord Rd Toledo OH 43615	LUTHHOM-05	INSURER A : Philadelphia Insurance Companies 6777
		INSURER B : Travelers Cas & Surety of Amer 31194
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1256670838 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1916683	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional \$ 1mil/3mil
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1916683	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB657400	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A B	Sexual Abuse/Molestation Cyber Liability			PHPK1916683 106229447	1/1/2020 1/1/2020	1/1/2021 1/1/2021	Each Incident 1,000,000 Aggregate 3,000,000 Cyber Per Clm/Agg 1,000,000/1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability included with Limits of \$1,000,000 each Wrongful Act/\$3,000,000 Aggregate
 Cyber Liability limits are \$1,000,000 each Claim and \$1,000,000 Aggregate

CERTIFICATE HOLDER**CANCELLATION**

Warren County Children Services 416 South East Street Lebanon OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
--	--

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Resolution

Number 20-0755

Adopted Date June 02, 2020

APPROVE AND AUTHORIZE THE WARREN COUNTY PROSECUTOR'S OFFICE TO
SUBMIT A GRANT APPLICATION FOR VICTIMS ASSISTANCE FUNDS

BE IT RESOLVED, to approve and authorize the submission of 2020-2021 Application for
Victims of Crime Act (VOCA) Program and the State Victims Assistance Act (SVAA) to the
Attorney General's Office on behalf of the Warren County Prosecutor's Office, as attached
hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available, the Warren County Board
of Commissioners has no further obligation to fund this program.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Vsp\

cc: Prosecutor (file)
OGA

Your Request | View

[View](#) [Details](#) [Narratives](#) [Budget](#) [Documents](#) [Preview](#)

Grant Request

Request: #133312207

Program Name: Warren County Prosecutor's Office Grant Application

SVAA Amount Requested: \$3,453.00

VOCA Amount Requested: \$88,000.63

Organization: Warren County Prosecutor's Office

Request Status: Created

Please review to ensure application is filled out in its entirety. Applications with missing information may not be reviewed.

Organization Documents

Articles of Incorporation and Amendments

IRS Determination Letter

Project Overview

Prior Funding? Yes

Type of Applicant Public Agency (Local)

Type of Application SVAA,VOCA

Assistance Establishment Date 07/01/1982

Ohio Congressional District(s) 7

Ohio House District(s) 1

Ohio Senate District(s) 54/62

Fiscal Officer of Project

Fiscal Officer Name David P. Fornshell

Email david.fornshell@warrencountyprosecutor.com

Fax (513)695-2962

Phone Number (513)695-1325

Organization Accounting System

Pick One County Auditor's Office

Name, Phone, Email of Third Party Agent

Other Accounting System Explain

Counties Served

Current Warren

Proposed Warren

Priority Crime Categories and Underserved Victims

Indicate the percentage of the applicant's service that is aimed at the following crime categories

Child Abuse 5.86 %
Domestic Violence 21.63 %

Sexual Assault 0.65 %

Underserved 0.00 %

Other (Explanation Required) 0.45 %

Other Explain (List Crime Types) Assault, Arson, Burglary, DUI/DWI incidents, Elder Abuse, Identity Fraud/Financial Crime, Kidnapping, Mass-violence, Vehicular Victimization, Robbery, Stalking/Harassment, Survivors of Homicide Victims, Violation of a Protection Order, Public Indecency, Nonsupport of a minor

Indicate the percentage of the applicant's service that is aimed at the following types of victims.

Homeless 0.40 %
Deaf or Hard of Hearing 0.50 %
Elderly 2.86 %
Victims with Disabilities 2.15 %

Lesbian, Gay, Bisexual, Transgender 0.35 %

Immigrants/Refugees/Asylum Seekers 0.10 %

Veterans 0.20 %

Other 71.86 %

Define Other Victims with limited English

Program Service Summary

Please indicate your primary program classification.

Pick (use control to select multiple) Prosecutor or Law Enforcement based program

Sub programs

Rape Crisis Programs

Advocacy Programs Assess and make referrals for medical & social services, Assess the safety of the victim(s) & assist with a safety plan, Inform the victim(s) of restitution or other relief, Inform the victim(s) of their rights, Inform victim of any public court proceedings with the accused, Provides services to cases regardless of their ability to be prosecuted fully, Response to crime scenes for immediate crisis support

Domestic violence shelters

General programs

Types of criminal victimization categories the agency projects to serve for this grant period.

Pick (use control to select multiple) Adult Sexual Assault,Arson,Assault,Burglary,Child Physical Abuse/Neglect,Child Sexual Abuse,Domestic and/or Family Violence,DUI/DWI Crashes,Elder Abuse,Identity Theft/Fraud/Financial Crime,Kidnapping (noncustodial),Other Vehicular Victimization,Robbery,Stalking/Harassment,Survivors of Homicide Victims

Explanation The Victim Witness Division will serve these victims by informing them of their rights throughout the criminal justice process. We will notify them of and accompanying them to criminal court proceedings. We will assist them with statements they wish to make to the court, via a Victim Impact Statement or restitution request. Assessment of the victim's other needs will be done and referrals to other social service agencies will be made when necessary. Collaboration with other local agencies, and advocacy will be provided in cases of child abuse.

Types of services to be provided by the agency for this grant period.

Services Provided Assistance with victim compensation application,Information about the criminal justice system,Information about victim rights,Referral to other victim service programs,Transportation assistance (includes coordination of services,Crisis intervention (in-person, includes safety planning, etc.),On-scene crisis response (e.g., community crisis response),Notification of criminal justice events,Victim impact statement assistance,Assistance with restitution,Prosecution interview advocacy/accompaniment,Law enforcement interview advocacy/accompaniment,Criminal advocacy/accompaniment

Explanation These services are provided by our division through assessing each individual victim's needs. The victim's safety and trauma will be assessed and subsequent referrals to other social services agencies will be made. Each victim is made aware of their rights as a crime victim, kept informed of, accompanied, and given a chance to speak at criminal justice proceedings, provided communication with the prosecuting attorney, and given the tools to be made financially whole again, through assistance with applications for restitution or Victims of Crime Compensation. Our division will also respond to an emergency if called by law enforcement to provide onsite-crisis response and mandatory children services referrals, and later follow-up with the victim. Advocacy services are also provided as part of a multi-disciplinary team within the Child Advocacy Center of Warren County.

Organization/Project Details

How is your project different from similar projects at other organizations in your service area?

Details The Warren County Prosecutor's Office Victim Witness Division differs from similar projects in the county because we are directly within the prosecutor's office. Every crime victim in Warren County is assisted by our division, through placement of our Victim Witness Coordinators in each of the four municipal courts, juvenile court, and common pleas court.

Does your organization have a sustainability plan to maintain operations in the event of funding decreases? Explain.

Sustainability Plan The Warren County Prosecutor's Office general budget supports and funds the Victim Witness Services Program as approved by the Warren County Commissioner's Office. The budget makes provision for two full time and one part time Victim Witness Coordinator. Each municipal court provides funds for the victim services provided by our division within its court, while the Warren County Commissioners agrees to a 20% match of this grant proposal to cover the remaining Victim Witness Coordinator positions. While VOCA and/or SVAA funds continue to decrease, our agency would look for other sources of funding to support the two positions covered by the VOCA funding, as well as the mileage reimbursement to and from municipal courts in the county covered by the SVAA funding. We would also approach our commissioners with our budget request and needs and hope that they are able to create a larger match for our grant, as our services are expected and vital for crime victims in Warren County.

Data Collection

Does your program/organization collect data on any facet of your service or service population?

Data Collection Yes

How many non-anonymous victims did your VOCA funded or proposed VOCA funded program serve in the 2018-2019 grant cycle? (October 1, 2018- September 30, 2019)

Non-Anonymous Served 1606

How many anonymous victims did your VOCA funded or proposed VOCA funded program serve in the 2018-2019 grant cycle? (October 1, 2018- September 30, 2019)

Anonymous Served 0

What was the total number of victims served in the 2018-2019 grant cycle? (non-anonymous + anonymous)

Total Served 1606

Project Justification

How many full-time equivalent staff is your organization proposing to be funded by VOCA/SVAA?

FTE Staff 2

Using data reported in the Data Collection section above, how do you determine the number of FTE staff needed to serve the amount of victims your agency serves?

Staff Justification Of the 1606 total victims served by our division in the 2018-2019 grant cycle, the two Victim Witness Coordinators that are funded by the grant account for assistance to 38% of those victims. One Victim Witness Coordinator covers the Warren County Juvenile Court alone, while the other covers one half of all Warren County Common Pleas Court cases.

Narrative

Describe the services your organization provides to victims of crime. In order to provide a full picture of the services provided by your agency, notate which services are funded through VOCA, and which services are funded by another funding source.

Direct Services For the two VOCA funded personnel, the following services are provided;

1. Assists victims with the filing of charges and obtaining of temporary protection orders and no-contact orders. Provides victims with information regarding the criminal justice system, its process, and how the criminal case may proceed.
2. Provides information and referrals to family abuse shelters, crisis counseling, and other social services to assist and support victims experiencing psychological, emotional, and other problems due to victimization. Provides names, addresses, telephone numbers, and other necessary information that victims may need. Makes mandated referrals to appropriate agencies.
3. Accompanies victims to interviews with law enforcement and to medical examinations on an on-call basis.
4. Accompanies victim into the courtroom and addresses the Court on the victim's behalf, at the victim's request. Makes arrangements for the safe entrance and exit to and from Court for the victim and minimizes contact between the victim and defendant during the Court proceedings, at the victim's request.
5. Assists victims with transportation and child care arrangements, if needed, so they may attend Court, meetings with Prosecutor, and other related proceedings.
6. Maintains records for submission to Prosecutor concerning the victim's wishes, history between victim and defendant, and other relevant information. Serves as liaison between victim and Prosecutor, talks to victim at length and then advises Prosecutor of relevant information.
7. Assists in the preparation of victim impact statements and instructs the victim concerning procedures for gathering documentation for restitution. Answers questions, lends coping and problem solving skills to victim, and provides reassurance and support. Advises victims and witnesses of procedural status of case at all stages.
8. Relays case information to Prosecutor and Grand Jury staff on cases bound over from lower Court.
9. Prepares monthly performance reports.
10. Prepares and researches parole notices and placement investigations.
11. Participates in meetings of Multi-Disciplinary Team on Child Abuse, and Domestic Violence Coordinating Council. Provides training to Prosecutor's staff, law enforcement, and the general public.
12. Attends community outreach events; such as, National Night Out and National Crime Victims' Rights Week
13. Assists Prosecutors and Investigators regarding victim issues and concerns such as medical records, return of property held as evidence, and other matters.
14. Notifies victims of their statutory rights.
15. Represents Prosecutor's Office in positive manner to law enforcement, press, and general public.

Service Mapping


New Section

In the upload fields below, please upload a flow chart of the services provided to victims of crime by your agency. In the flow chart, show the process a victim goes through to receive services from your agency. Be sure to include all services in this flow chart that are available to victims of crime. Services that are funded by VOCA should be highlighted.

If you refer victims to a certain provider because your agency does not provide a certain service, please include that information in the flow chart as well. For instance, if your organization does not offer counseling/therapy for victims, but you frequently refer victims to a specific counseling agency when needed, include this in the flow chart.

Please include a separate flow chart for each county your organization provides victim services in. If you have more than 5 flow charts, you will need to combine multiple into one file.

An example flow chart can be found by clicking [HERE](#). This flow chart is an example and for illustrative purposes only. The design and look of your flow chart can be different from this example

Service Map 1  Victim Witness Division Services Flow Chart.pdf (128 KB)

Service Map 2

Service Map 3

Service Map 4

Service Map 5

Contacts

Contact 1 ORGANIZATION Warren County Child Advocacy Center

Contact 1 NAME Amy Fornshell

Contact 1 EMAIL FornshellA1@childrensdayton.org

Contact 2 ORGANIZATION Warren County Abuse and Rape Crisis Shelter

Contact 2 NAME Melissa Murphy

Contact 2 EMAIL mmurphy@arcshelter.com

Contact 3 ORGANIZATION Warren County Children Services

Contact 3 NAME Ashley Stutzman

Contact 3 EMAIL ashley.stutzman@jfs.ohio.gov

Contact 4 ORGANIZATION

Contact 4 NAME

Contact 4 EMAIL

Contact 5 ORGANIZATION

Contact 5 NAME

Contact 5 EMAIL

Budget

Cultural Diversity of Applicant Agency


Caucasian Volunteers	0	Caucasian Staff	37	*Caucasian Governing Boards
African American Volunteers	0	African American Staff	0	*African American Governing Boards
Hispanic Volunteers	0	Hispanic Staff	0	*Hispanic Governing Boards
Asian Volunteers	0	Asian Staff	0	*Asian Governing Boards
Native American Volunteers	0	Native American Staff	0	*Native American Governing Boards
Other Volunteers	0	Other Staff	0	*Other Staff Governing Boards
Volunteer Totals	0	Staff Total	37	Governing Board Total

Service Areas

xport 1-1 of 1

Action	ID	African American	Asian	Caucasian	Created At	Created By	Hispanic	Name	Native American	Other	link_request
View Del	133344577	3.30 %	5.20 %	88.40 %	05/20/2020 02:29 PM	Michelle Buck	2.50 %	Warren County, Ohio	0.10 %	0.50 %	133312207

Project Budget

Projected Budget  Victim Witness Division Salaries and Benefits.pdf (85 KB)

Funding Sources

xport 1-1 of 1

Action	ID	Created At	Created By	Federal Funds	Federal Revenue	Fiscal Site Visits	Requests	Updated At	Updated By
View Del	133349076	05/22/2020 03:13 PM	Michelle Buck	VOCA	\$88,000.63		Warren County Prosecutor's Office Grant Application	05/27/2020 03:49 PM	

xport 1-1 of 1

Action	ID	Created At	Created By	Fiscal Site Visits	Request	State Funds	State Funds	State Revenue	Updated At	Updated By
View Del	133349077	05/22/2020 03:13 PM	Michelle Buck		Warren County Prosecutor's Office Grant Application	SVAA		\$3,453.00	05/22/2020 03:45 PM	Michelle Buck

xport 1-1 of 1

Action	ID	Created At	Created By	Local Revenue	Projected Revenue	Request	Updated At	Updated By
View Del	133349078	05/22/2020 03:13 PM	Michelle Buck	Warren County Commissioners	\$138,996.22	Warren County Prosecutor's Office Grant Application	05/27/2020 03:49 PM	

xport 1-1 of 1

Action	ID	Created At	Created By	Other Revenue	Other Revenue	Projected Revenue	Request	Updated At	Updated By
View Del	133349079	05/22/2020 03:13 PM	Michelle Buck	Municipal Court Fund		\$80,000.00	Warren County Prosecutor's Office Grant Application	05/22/2020 03:45 PM	Michelle Buck

Budget Narrative

Details PERSONNEL (Position 1) -One full-time Victim Witness Coordinator for crimes being prosecuted in Warren County Common Pleas Court

This position is currently held by Melissa Kennard. Melissa has nine years of experience at the Warren County Prosecutor's Office and over fourteen years of collective experience in the field. Melissa's job description is attached.

VOCA funds for this position are needed to provide victim services for crime victims in Warren County's felony court system. Melissa received a 3% raise in 2020 based on merit, drive, passion and dedication to crime victims which was evident over this past year and documented in her annual evaluation. Funds are greatly needed for this full-time position. Melissa has served nearly 200 victims of felony related crimes over the last year. Without these funds, too many crime victims would not get the services needed and required.

Hourly Rate per Annual Hours = Annual Salary
 $\$24.51 \times 2080 = \$50,989.12$

Fringe benefits for this position include Medicare, health insurance, life insurance, unemployment required workers compensation, and PERS. The total cost for fringe benefits for this position is \$23,258.78. Total compensation for Position 1 is \$74,247.90. A cost breakdown for Melissa Kennard is listed in the attached in the 2021 budget spreadsheet.

PERSONNEL (Position 2)-One full-time Victim Witness Coordinator for crimes being prosecuted in Warren County Juvenile Court

This position is currently held by Hannah Oeder. Hannah has recently joined at the Warren County Prosecutor's Office and has proven to be a quick learner. Hannah's job description is attached.

VOCA funds for this position are needed to provide victim services for crime victims in Warren County Juvenile Court. Funds for full-time hours are greatly needed for this position. Warren County Juvenile Court has three magistrates and one judge handling cases five days a week. This position handles cases and serves victims in court five days a week, as well as multiple meetings with victims and follow up work. Hannah has served approximately 60 victims of crime in Warren County Juvenile Court since her start date earlier this calendar year. Without these funds, too many crime victims would not get the services needed and required.

Hourly Rate per Annual Hours = Annual Salary
 $\$16.84 \times 1601.6 = \$26,971.74$

Fringe benefits for this position include Medicare, health insurance, life insurance, unemployment required workers compensation, and PERS. The total cost for fringe benefits for this position is \$8,781.14. Total compensation for Position 2 is \$35,752.89. A cost breakdown for Hannah Oeder is listed in the attached in the 2021 budget spreadsheet.

PRINTING

Printing cost not to exceed \$303.00 will include the First Responder Cards to distribute to law enforcement for crisis and hospital calls.

TRAVEL

The Warren County Prosecutor's Office Victim Witness Division offers full-time victim services to three municipal courts and is requesting \$2000.00 in SVAA funds to cover the cost of travel to two of the municipal courts. Each of the courts is in session two or three days a week, for 52 weeks a year. The total annual mileage for Franklin Municipal Court is 24.6×2 (times per week) $\times 52$ (weeks per year) $\times \$4.45$ (per gallon) = \$1,151.28. The total annual mileage for Mason Municipal Court is 19×2 (times per week) $\times 52$ (weeks per year) $\times \$4.45$ (per gallon) = \$889.20.

OTHER CATEGORIES

In-State Training and Emergency Services

The proposed request of \$1,000.00 will include registration fees, lodging and mileage reimbursement for, but is not limited to; Ohio Attorney General's Office Two Days in May, Ohio Attorney General's Office BASICS Training, and Ohio Domestic Violence Network Trainings.

The Warren County Prosecutor's Office Victim Witness Division serves victims of domestic violence and sexual assault that may require immediate financial assistance not to exceed \$150.00 in SVAA grant funds. Request to assistance includes, but is not limited to; transportation assistance to and from court, lock changes for victim's homes to protect them from their offenders, and proper court attire.

Costs & Budget Table

All Costs 1-6 of 6

Void Cost	Budget Computation	Cost Category	Total Amount	Cost Item	Cost Per Unit/Hour	Units/Hours	Fringe Benefits	Type	Match Amount	Match Type	Cost	Import Adjustment ID	Import ID	Updated At	Updated By	Request
SVAA																
	ERROR: Error missing ; before statement (line #1) in formula: 'Warren County Prosecutor's Office Gra	Printing	\$303.00	Agency Needs	\$3.03	100.00	\$0.00	SVAA	\$0.00		Agency Needs			05/27/2020 03:50 PM		Warren County Prosecutor's Office Grant Application
	ERROR: Error missing ; before statement (line #1) in formula: 'Warren County Prosecutor's Office Gra	Travel	\$2,000.00	Direct Victim Services	\$0.45	4,444.44	\$0.00	SVAA	\$0.00		Direct Victim Services			05/27/2020 03:50 PM		Warren County Prosecutor's Office Grant Application
	ERROR: Error missing ; before statement (line #1) in formula: 'Warren County Prosecutor's Office Gra	Other	\$1,000.00	In-State Training	\$200.00	5.00	\$0.00	SVAA	\$0.00		In-State Training			05/27/2020 11:38 AM	Michelle Buck	Warren County Prosecutor's Office Grant Application
	ERROR: Error missing ; before statement (line #1) in formula: 'Warren County Prosecutor's Office Gra	Other	\$150.00	Emergency Victim Assistance	\$2.00	75.00	\$0.00	SVAA	\$0.00		Emergency Victim Assistance			05/27/2020 11:38 AM	Michelle Buck	Warren County Prosecutor's Office Grant Application
	Subtotal		\$3,453.00						\$0.00							
VOCA																
	ERROR: Error missing ; before statement (line #1) in formula: 'Warren County Prosecutor's Office Gra	Personnel	\$74,247.90	Melissa Kennard	\$24.51	2,080.00	\$23,258.78	VOCA	\$14,849.58	Cash	Melissa Kennard			05/27/2020 11:43 AM	Michelle Buck	Warren County Prosecutor's Office Grant Application

ERROR: Error missing; before statement (line #1) in formula: 'Warren County Prosecutor's Office Gra

Personnel	\$35,752.89	Hannah Oeder	\$16.84	1,601.60	\$8,781.14	VOCA	\$7,150.58	Cash	Hannah Oeder	05/27/2020 03:21 PM	Michelle Buck	Warren County Prosecutor's Office Grant Application
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Subtotal	\$110,000.79	\$22,000.16
Page Total	\$113,453.79	\$22,000.16
Grand Total	\$113,453.79	\$22,000.16

Budget Table

Cost Category	VOCA Request	Cash Match	In-Kind Match	Total Costs (VOCA)	SVAA Request
Personnel	\$88,000.63	\$22,000.16	\$0.00	\$110,000.79	\$0.00
Consultants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract Help	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Groceries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$303.00
Other (Includes Equipment, Furnishing, & Appliances)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00
TOTALS	\$88,000.63	\$22,000.16	\$0.00	\$110,000.79	\$3,453.00

Request Documentation

Board Information

Job descriptions for personnel listings  Job Descriptions.pdf (596 KB)


Samples for material to be printed  First Responder Cards.pdf (123 KB)

Request for Volunteer Waiver Yes

Reason Our office has sufficient staff to cover our work load effectively and efficiently. Our Victim Witness Coordinators and Legal Assistants handle all of the criminal cases. We cannot utilize volunteers because of the highly sensitive nature of our criminal cases.

Match Waiver Request No

Reason for Match Waiver

 Ready To Submit?

[Proceed to Submission](#)



All blue boxes are VOCA funded services

Criminal Incident:
Law Enforcement responds

Child Advocacy Center Interview:
Warren County Children Services, Law Enforcement and Victim Witness Coordinator present for child forensic interview

Emergency On-Call Services:
-Victim Witness Coordinator (VWC) responds to Law Enforcement request for emergency victim assistance

-VWC accompanies victim during medical examination, makes referral to *Children Services*, makes referral to *Abuse and Rape Crisis Shelter* for emergency housing, trauma counseling, safety planning, and assistance with filing for a Civil Protection Order

-Victim Witness Coordinator (VWC) meets with the child's family while the child is being interviewed to explain the criminal justice process, review resources available and rights for victims of crime, discuss mental health and medical referrals that may be made upon completion of interview, provide emotional support and makes referrals to *Abuse and Rape Crisis Shelter* for assistance with filing a Civil Protection Order

-VWC attends and participates in Multi-Disciplinary Team meetings to discuss each child's case and the current status of criminal investigation, children services case, and ongoing court proceedings with the perpetrator(s)

Criminal charges are filed by Law Enforcement or Private Complaint in the appropriate Warren County court:
The assigned Victim Witness Coordinator contacts victim

Victim Witness Coordinator (VWC) provides criminal justice advocacy

Informs victims of their rights as a victim of crime

Provides court accompaniment and addresses the court on the victim's behalf, at the victim's request. Assesses victim's safety and makes arrangements for safe entrance/exit from court

Assists victims with obtaining temporary protection orders, no-contact orders. Makes referral to *Abuse and Rape Crisis Shelter* for Civil Protection Order Assistance and counseling referral services

Provides transportation assistance and helps with childcare arrangements so victim may attend court/meetings

Accompanies victims to interviews with law enforcement and meetings with prosecutor

Alerts victims of offender release, Judicial release, probation violations, and appeal process

Registers victim for V.I.N.E

Provides victim with ODRC victim services information if defendant sentenced to prison

Assists in preparation of Victim Impact Statements and instructs victims concerning procedures for gathering documents for restitution requests. Makes referrals and aids in the application for Victims of Crime Compensation when appropriate

Maintains records for submission to court and prosecutor concerning victim's wishes, history between victim and defendant. Serves as a liaison between victim and prosecutor

18-May-20
11:35:03 AM

2021

22452450 5102

EMPLOYEE NAME	ANNUAL HOURS	3% INCREASE 2020 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	Workers Comp
KENNARD, MELISSA	2080	\$24.51	\$50,989.12	\$7,138.48	\$739.34	F	\$15,180.96	\$74,047.90
OEDER, HANNAH	1601.6	\$16.84	\$26,971.74	\$3,776.04	\$391.09	S	\$4,486.20	\$35,625.08
TOTALS			<u>\$77,960.86</u>	<u>\$10,914.52</u>	<u>\$1,130.43</u>		<u>\$19,667.16</u>	<u>\$109,672.98</u>

Employee Count 2

BUY-UP HEALTH & LIFE INS	
F	1,265.08
S	485.52
H	637.79
O	0.00

BASE HEALTH & LIFE INS	
F	1,265.08
S	485.52
H	637.79
O	0.00

Line 5811 PERS	Line 5871 MEDICARE	Line 5830 WORKERS COMP
\$77,960.86	\$10,914.52	\$1,130.43
		<u>\$327.81</u>

\$88,000.64	VOCA
<u>\$22,000.15</u>	County Match
\$110,000.79	
<u>\$110,000.79</u>	
\$0.00	

2021

22551150 5102

EMPLOYEE NAME	ANNUAL HOURS	3% INCREASE 2020 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	Workers Comp	
DeLARGE, ASHLEY	2080	\$19.13	\$39,784.37	\$5,569.81	\$576.87	S	\$ 5,826.24	\$300.00	\$51,757.29 = \$52,057.29
HAWKINS, NICOLE	1248	\$24.17	\$30,169.28	\$4,223.70	\$437.45	O	\$ -	\$300.00	\$34,830.43 = \$35,130.43
TOTALS			<u>\$69,953.64</u>	<u>\$9,793.51</u>	<u>\$1,014.33</u>		<u>\$5,826.24</u>	<u>\$600.00</u>	<u>\$86,587.72</u> = <u>\$87,187.72</u>

Employee Coun 2

BUY-UP HEALTH & LIFE INS	
F	1,265.08
S	485.52
H	637.79
O	0.00

BASE HEALTH & LIFE INS	
F	1,265.08
S	485.52
H	637.79
O	0.00

Line 5811 Line 5871 Line 5830
PERS MEDICARE WORKERS COMP

\$69,953.64 \$ 9,793.51 \$ 1,014.33 \$600.00

\$80,000.00 From Muni
\$87,187.72 Need
-\$7,187.72

2021

11011150 5102

EMPLOYEE NAME	ANNUAL HOURS	3% INCREASE 2020 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	HEALTH & LIFE % SPLIT	BASE RATE
BOURELLE, ERIKA	2080	\$25.51	\$53,067.25	\$7,429.41	\$769.48	F	\$15,180.96		\$2,041.05
CAITO, ALYSSA	1248	\$19.57	\$24,423.36	\$3,419.27	\$354.14	-	\$0.00		\$939.36
OEDER, HANNAH	478.4	\$16.84	\$8,056.50	\$1,127.91	\$116.82	S	\$1,340.04	23/77	\$309.87
TOTALS			\$85,547.10	\$11,976.59	\$1,240.43		\$16,521.00		\$3,290.27

Employee Count 3

BUY-UP HEALTH & LIFE INS	
F	1,265.08
S	485.52
H	637.79
O	0.00

BASE HEALTH & LIFE INS	
F	1,265.08
S	485.52
H	637.79
O	0.00

Line 5811 PERS	Line 5871 MEDICARE	Line 5830 WORKERS COMP
\$85,547.10	\$11,976.59	\$1,240.43
		\$1,710.94

View Budget Computation

[Back](#) | [Print](#)

Use the 'Add Costs' button below to add costs into your requested budget.

Common cost requests include personnel hours and fringe benefits, contractors and consultants, equipment and technology, reasonable quantities of necessary supplies, emergency funds, training of employees or community members, printing of resources or other materials, utility bills, grocery costs for shelters, etc.

- Indirect costs are allowed up to 10% of total direct costs using the Modified Total Direct Cost (MTDC) method, unless your organization has an active Federally Negotiated Indirect Cost Rate which applies. When budgeting indirect costs, those costs must be the last item computed. When using the MTDC method, the following costs cannot be included in the calculation: capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Indirect costs must be matched.
- Matching requirements remains at 20% of the total project cost. Either in-kind or cash match may be used to match any costs.
- Organizations requesting a waiver or match, either fully or partially, must budget with a fully matched award. Should the waiver be approved, AGO employees will decrease the match on your behalf.

Match waivers will be available to organizations through a request and review process. Waiver requests may be made on the 'Documents' page near the end of the application.

[Add Costs](#)

Budget Computation Costs 1-6 of 6

Cost	Cost Per Unit/Hour	Units/Hours	Fringe Benefits	Total Amount	Type	Match Type	Match %	Match Amount	VOCA Match Source	ID
Other										
Emergency Victim Assistance	\$2.00	75.00	\$0.00	\$150.00	SVAA			\$0.00		133352764
In-State Training	\$200.00	5.00	\$0.00	\$1,000.00	SVAA			\$0.00		133352763
Subtotal				\$1,150.00				\$0.00		
Personnel										
Hannah Oeder	\$16.84	1,601.60	\$8,781.14	\$35,752.89	VOCA	Cash	20.00 %	\$7,150.58		133352748
Melissa Kennard	\$24.51	2,080.00	\$23,258.78	\$74,247.90	VOCA	Cash	20.00 %	\$14,849.58		133352741
Subtotal				\$110,000.79				\$22,000.16		
Printing										
Agency Needs	\$3.03	100.00	\$0.00	\$303.00	SVAA			\$0.00		133352761
Subtotal				\$303.00				\$0.00		
Travel										
Direct Victim Services	\$0.45	4,444.44	\$0.00	\$2,000.00	SVAA			\$0.00		133352762
Subtotal				\$2,000.00				\$0.00		

Cost Category	VOCA Request	Cash Match	In-Kind Match	Total Costs (VOCA)	SVAA Request
Personnel	\$88,000.63	\$22,000.16	\$0.00	\$110,000.79	\$0.00
Consultants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract Help	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Groceries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$303.00
Other (Includes Equipment, Furnishing, & Appliances)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00
TOTALS	\$88,000.63	\$22,000.16	\$0.00	\$110,000.79	\$3,453.00
Percentages	80.0%	20.0%	0.0%		

* *

Victim Witness Services -Warren County Prosecutor's Office	
David Fornshell, Prosecuting Attorney Office: (513) 695-1343 Cell: (513) 262-8482 *Call for serious felonies	4V10
Erika Bouelle, Director Office: (513) 695-1540 Cell: (513) 267-0325	4V30 Common Pleas Court
Melissa Kennard, Victim Witness Coordinator Office: (513) 695-1386 Cell: (513) 317-7922	4V34 Common Pleas Court
Ashley DeLarge, Victim Witness Coordinator Office: (513) 695-1277 Cell: (513) 267-7420	4V32 Lebanon Municipal Court Franklin Municipal Court
Hannah Oeder, Victim Witness Coordinator Office: (513) 695-1453 Cell: (513) 403-1946	4V35 Juvenile Court
Nicky Hawkins, Victim Witness Coordinator Office: (513) 695-1385 then 786 Cell: (513) 509-0989	4V31 Mason Municipal Court
Alyssa Caito, Victim Witness Coordinator Office: (513) 695-1385 then 785 Cell: (513) 320-6530	4V33 County Court

CHILD ABUSE FIRST RESPONDER GUIDELINES

- **DO NOT** conduct an interview with the victim. Take an initial statement from the parent or witness(es) without the victim present. Refer interview of the victim to CACWC.
- Include any statements made by the child victim to the first responder or any other witness in your report, putting the child's actual words in quotations whenever possible.
- Seek emergency medical care only if the victim is injured or if there has been sexual contact in the past 96 hours. Dayton Children's Hospital or Cincinnati Children's Hospital is preferred.

Contact the following agencies:

Warren County Children Services.....(513) 695-1546

*** After hours, call Hotline.....(513) 695-1600**

Child Advocacy Center of Warren County...(513) 695-3100

***After hours, call Amy Fornshell.....(513) 720-5924**

Warren County Prosecutor's Office.....(513) 695-1325

***After hours, call dispatch.**

POSITION DESCRIPTION

Warren County Prosecutor

CLASSIFICATION TITLE:	Victim Witness Coordinator
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FLSA STATUS:	Nonexempt	EMPLOYMENT STATUS:	Full-Time
FLSA TYPE:	N/A	REPORTS TO:	County
CIVIL SERVICE STATUS:	Classified		Prosecutor/
PROBATION:	365 days		Director of Victim
UNIT:	Victim Witness Svcs.		Witness
WORK HOURS:	8:00 am – 5:00 pm and as needed		Services

DISTINGUISHING JOB CHARACTERISTICS

Serves as prosecutor assigned court representative and provides support for victims of homicides, felonious assaults, rapes, child abuse, domestic violence, juvenile, and other victim related crimes. Works on-call rotation, on a 24 hour per day basis, to provide emergency response and initiate contact with victims of crime.

ESSENTIAL DUTIES AND RESPONSIBILITIES

To perform this job successfully, an individual must be able to satisfactorily perform each essential duty listed below. Reasonable accommodations will be made for disabled persons, covered by the Americans with Disabilities Act, in accordance with the requirements of that Act.

1. Assists victims with the filing of charges and obtaining of temporary protection orders and no-contact orders. Provides victims with information regarding the criminal justice system, its process, and how their case may proceed.
2. Provides information and referrals to family abuse shelters, crisis counseling, and other social services to assist and support victims experiencing psychological, emotional, and other problems due to victimization. Provides names, addresses, telephone numbers, and other necessary information that victims may need. Makes mandated referrals to appropriate agencies.
3. Accompanies victims to interviews with law enforcement and to medical examinations on an on-call basis.
4. Accompanies victim into courtroom and addresses the Court on the victim's behalf, at the victim's request. Makes arrangements for the safe entrance and exit of the victim to and from Court and minimizes contact between the victim and defendant during the Court proceedings, at the victim's request.

5. Assists victims with transportation and child care arrangements, if needed, so they may attend Court, meetings with Prosecutor, and other related proceedings.
6. Maintains records for submission to Prosecutor concerning the victim's wishes, history between victim and defendant, and other relevant information. Serves as liaison between victim and Prosecutor, talks to victim at length and then advises Prosecutor of relevant information.
7. Maintains records reflecting personal information of the victim including name, social security number, address, telephone, and other pertinent data.
8. Assists in the preparation of victim impact statements and instructs victim concerning procedures for gathering documentation for restitution. Answers questions, lends coping and problem solving skills to victim, and provides reassurance and support. Advises victims and witnesses of procedural status of case at all stages.
9. Relays case information to Prosecutor on cases bound over from lower court.
10. Prepares monthly performance reports.
11. Manages courtroom volunteers in courtrooms and conducts training sessions.
12. Prepares and researches parole notices and placement investigations.
13. Participates in meetings of Multi-Disciplinary Team on Child Abuse, Sexual Assault Response Team, and Domestic Violence Coordinating Council. Provides training to Prosecutor's staff, law enforcement, and the general public.
14. Inputs victim information into COPS and Matrix.
15. Assists Prosecutors and Investigators regarding victim issues and concerns such as medical records, return of property held as evidence, and other matters.
16. Notifies victims of their statutory rights.
17. Maintains regular and predictable attendance.
18. Represents Prosecutor's Office in positive manner to law enforcement, press, and general public.

SUPERVISION GIVEN AND RECEIVED

Supervises volunteers of Victim Witness unit. Supervised by Prosecuting Attorney and Director of Victim Witness Services.

EQUIPMENT OPERATED

Computer, tablet, printer, copier, fax machine, smart phone, multi-line telephone, time-stamp machine, and other standard office equipment.

CONTACT WITH OTHERS

Victims, witnesses, court representatives, judges, defendants, attorneys, law enforcement representatives, and general public.

CONFIDENTIAL DATA

Victim records and personal information, children services investigations results, case files, parole notices, jury sheets, and COPS and Matrix programs.

WORKING CONDITIONS

The employee must negotiate, use, or work with or in the vicinity of personal protective equipment, eye and face protection, hand protection, the handling of material and supplies, human blood, or other potentially infectious materials, hazardous chemicals, and weapons. General Duty: Safe and Healthful Workplace: The employee has contact with violent or emotionally distraught persons.

USUAL PHYSICAL DEMANDS

The following physical demands are typically exhibited by position incumbents performing this job's essential duties and responsibilities. These physical demands are not, and should not be construed to be job qualification standards, but are illustrated to help the employer, employee, and/or applicant identify tasks where reasonable accommodations may need to be made when an otherwise qualified person is unable to perform the job's essential duties because of an ADA disability.

While performing duties of this job, the employee frequently sits for extended periods of time while conducting research, reading files, and performing other related duties. Employee frequently talks and listens over the telephone and in person. Vision demands are normal, except can include close, detailed vision when operating the computer, with the ability to adjust focus for close work. Employee rides in car for periods of time traveling to and from work sites.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of: Community social service agency resources; justice system process and procedures; legal terminology; word processing software; and computer operations.

Ability to: Identify victim needs and recommend appropriate solutions; serve as a victim representative and represent Prosecutor's Office in professional manner at all times; maintain confidentiality of information of a sensitive nature; develop and maintain effective working relationships with victims, associates and general public; deal effectively and sensitively with

personal information of victims; and express sincere empathy for victim's situation and problems; work independently; maintain productivity and positive attitude.

EDUCATION

Associate's Degree with demonstrable ability to assist victims and learn criminal justice system.

QUALIFICATIONS

Willingness to reside in Warren County.

Completes satisfactory background check and drug test.

Willingness to serve in classified civil service.

LICENSURE AND CERTIFICATION REQUIREMENTS

Must maintain valid Ohio driver's license.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the employee filling this position, who will be required to follow instructions and perform any duties required by the employee's supervisor or designee.

MANAGEMENT APPROVAL

David J. Jones
Prosecutor

2/10/2020
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

I understand, and will perform, the duties and requirements specified in this job description.

I have reviewed and understand the most current copy of the Warren County Personnel Policy Manual, and any additional policies adopted by the Warren County Prosecutor.

Hannah Oeder
Employee

2/10/20
Date

POSITION DESCRIPTION

Warren County Prosecutor

CLASSIFICATION TITLE:	Victim Witness Coordinator
------------------------------	----------------------------

FLSA STATUS:	Nonexempt	EMPLOYMENT STATUS:	Full-Time
FLSA TYPE:	N/A	REPORTS TO:	County Prosecutor/ Director of Victim Witness Services
CIVIL SERVICE STATUS:	Classified	UNIT:	Variable as needed
PROBATION:	240 days	WORK HOURS:	

DISTINGUISHING JOB CHARACTERISTICS

Serves as prosecutor assigned court representative and provides support for victims of homicides, felonious assaults, rapes, child abuse, domestic violence, juvenile and other victim related crimes. Works on-call rotation, on a 24 hour per day basis, to provide emergency response and initiate contact with victims of crime.

ESSENTIAL DUTIES AND RESPONSIBILITIES

To perform this job successfully, an individual must be able to satisfactorily perform each essential duty listed below. Reasonable accommodations will be made for disabled persons, covered by the Americans With Disabilities Act, in accordance with the requirements of that Act.

1. Assists victims with the filing of charges and obtaining of temporary protection orders and no-contact orders. Provides victim with information regarding the criminal justice system, its process, and how their case may proceed.
2. Provides information and referrals to family abuse shelters, crisis counseling, and other social services to assist and support victims experiencing psychological, emotional, and other problems due to victimization. Provides names, addresses, telephone numbers, and other necessary information that victim may need. Makes mandated referrals to appropriate agencies.
3. Accompanies victims to interviews with law enforcement and to medical examinations, on an on-call basis.
4. Accompanies victim into courtroom and addresses the Court on the victim's behalf, at the victim's request. Makes arrangements for the safe entrance and exit of the victim to and from Court and minimizes contact between the victim and defendant during the Court proceedings at the victim's request.

5. Assists victims with transportation and child care arrangements, if needed, so they may attend Court, meetings with Prosecutor, and other related proceedings.
6. Maintains records for submission to Prosecutor concerning the victim's wishes, history between victim and defendant, and other relevant information. Serves as liaison between victims and Prosecutor, talks to victim at length and then advises Prosecutor of relevant information.
7. Maintains records reflecting personal information of the victim including name, social security number, address, telephone, and other pertinent data.
8. Assists in the preparation of victim impact statements and instructs victim concerning procedures for gathering documentation for restitution. Answers questions, lends coping and problem solving skills to victim, and provides reassurance and support. Advises victims and witnesses of procedural status of case at all stages.
9. Relays case information to Prosecutor on cases bound over from lower Court.
10. Prepares monthly performance reports.
11. Manages courtroom volunteers in courtrooms and conducts training sessions.
12. Prepares and researches parole notices and placement investigations.
13. Participates in meetings of Multi-Disciplinary Team on Child Abuse, Sexual Assault Response Team and Domestic Violence Coordinating Council. Provides training to Prosecutor's staff, law enforcement, and the general public.
14. Inputs "COPS" victim information.
15. Assists Prosecutors and Investigators regarding victim issues and concerns such as medical records, return of property held as evidence, and other matters.
16. Notifies victims of their statutory rights.
17. Maintains regular and predictable attendance.
18. Represents Prosecutor's office in positive manner to law enforcement, general public, and press.

SUPERVISION GIVEN AND RECEIVED

Supervises volunteers of Victim Witness unit. Supervised by Prosecuting Attorney and Director of Victim Witness Services.

EQUIPMENT OPERATED

Computer; printer; copier; fax machine; smart phone; multi-line telephone; time-stamp machine; and other standard office equipment.

CONTACTS WITH OTHERS

Victims, witnesses; court representatives; Judges; defendants; attorneys; law enforcement representatives; and general public.

CONFIDENTIAL DATA

Victim records and personal information; children service investigations results; case files; parole notices; jury sheets; and COPS program.

WORKING CONDITIONS

The employee must negotiate, use, or work with or in the vicinity of personal protective equipment, eye and face protection, hand protection, the handling of material and supplies, human blood, or other potentially infectious materials, hazardous chemicals, and weapons. General Duty: Safe and Healthful Workplace: The employee has contact with violent or emotionally distraught persons.

USUAL PHYSICAL DEMANDS

The following physical demands are typically exhibited by position incumbents performing this job's essential duties and responsibilities. These physical demands are not, and should not be construed to be job qualification standards, but are illustrated to help the employer, employee and/or applicant identify tasks where reasonable accommodations may need to be made when an otherwise qualified person is unable to perform the job's essential duties because of an ADA disability.

While performing duties of this job, the employee frequently sits for extended periods of time while conducting research, reading files, and performing other related duties. Employee frequently talks and listens over the telephone and in person. Vision demands are normal, except can include close, detailed vision when operating the computer, with the ability to adjust focus for close work. Employee rides in car for periods of time transversing to and from work sites.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of: Community social service agency resources; justice system process and procedures; legal terminology; word processing software; and computer operations.

Ability to: Identify victim needs and recommend appropriate solutions; serve as a victim representative and represent Prosecutor's Office in professional manner at all times; maintain confidentiality of information of a sensitive nature; develop and maintain effective working relationships with victims, associates and general public; deal effectively and sensitively with

personal information of victims; and express sincere empathy for victim's situation and problems; work independently; maintain productivity and positive attitude.

Education

Bachelor's Degree with demonstrable ability to advocate for victims and learn criminal justice system.

Willingness to reside in Warren County.

Completes satisfactory background check.

Must maintain valid Ohio Driver's License.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the employee filling this position, who will be required to follow instructions and perform any duties required by the employee's supervisor or designee.

MANAGEMENT APPROVAL

David Zangal
Prosecutor

8/18/14
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

I understand, and will perform, the duties and requirements specified in this job description.

I have reviewed and understand the most current copy of the Warren County Personnel Policy Manual, and any additional policies adopted by the Warren County Prosecutor.

Melissa Kent
Employee

8/18/14
Date

Resolution

Number 20-0756

Adopted Date June 02, 2020

APPROVE EMERGENCY REPAIR TO THE WATER DEPARTMENT'S SKIDSTEER

WHEREAS, the Water Department has encountered a break in the hydraulic line of their Case 440 Skidsteer that is used for main breaks as well as various functions for the Water Department; and

WHEREAS, the repair is critical and time sensitive to both maintain the safety and health of the customers who's water is provided by the county as well as provide an essential piece of equipment utilized by Warehouse employees in case of a water main break and day-to-day functions; and

WHEREAS, a repair is needed to restore the Skidsteer's functionality and a rental for the water employees while repairs are made; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXX with Southeastern Equipment in the amount \$3540.00 for both the repairs and rental.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jad

cc: Auditor
Water/Sewer (file)

Resolution

Number 20-0757

Adopted Date June 02, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/26/20 and 5/28/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 20-0758

Adopted Date June 02, 2020

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 appropriation adjustments in order to make a timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

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

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #206

BE IT RESOLVED, to approve the following appropriation adjustment within the Dog & Kennel Fund #22062700:

\$600.00 from #22062700 5910 (OTHER EXPENSE)
into #22062700 5400 (PURCHASED SERV.)

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 ____ 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Cc: Auditor _____
Approp. Adj. File
Dog & Kennel (file)
OMB

↑ Zindel
5-27-2020

Resolution

Number 20-0759

Adopted Date June 02, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN THE ESTATES AT HAWTHORNE MANOR SECTION 5A SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

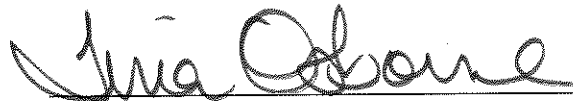
Bond Number	:	14-008 (P/S)
Development	:	The Estates at Hawthorne Manor Section 5A
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$47,923.60
Surety Company	:	International Fidelity Insurance Company (0641646)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
International Fidelity Insurance Co., One Newark Center, Newark, NJ 07102-5207
Engineer (file)
Bond Agreement file

Resolution

Number 20-0760

Adopted Date June 02, 2020

APPROVE HARGUS DRIVE AND HEMPSTON CIRCLE IN THE ESTATES AT HAWTHORNE MANOR SECTION 5A FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Hargus Drive and Hempston Circle has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2228-T	Hargus Drive	0'-29'-0'	0.028
2547-T	Hempston Circle	0'-29'-0'	0.152

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

OWNERS CONSENT AND DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE DEDICATION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND SERVICES AND FOR THE MAINTENANCE AND REPAIR OF STREETS, THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATIONAL MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE DRAINAGE PURPOSES OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PREVENTING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER; NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUKE ENERGY, CINCINNATI BELL TELEPHONE CO., TIME WARNER CABLE & THE WARREN COUNTY COMMISSIONERS.

THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF HIS KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION STRIVE AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

AS TO ALL:

MI HOMES OF CINCINNATI, LLC

BY: [Signature]
 NAME: MI HOMES OF CINCINNATI, LLC
 WITNESS: Greg Williams, Area President
[Signature]
 NAME: Lori S. Keller
 WITNESS:

STATE OF OHIO, COUNTY OF WARREN SS:
 BE IT REMEMBERED THAT ON THIS 22nd DAY OF July, 2014
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME MI HOMES OF CINCINNATI, LLC BY GREG WILLIAMS, AREA PRESIDENT, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

NAME: [Signature] 9-22-14
 NOTARY PUBLIC
 STATE OF OHIO MY COMMISSION EXPIRES



RECORD PLAT

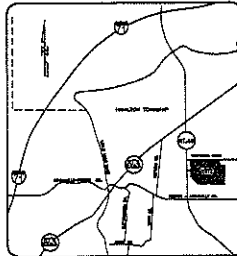
THE ESTATES AT HAWTHORNE MANOR SECTION 5A

CONTAINING 18.1354 ACRES

LOCATED IN

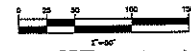
VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO

JULY, 2014

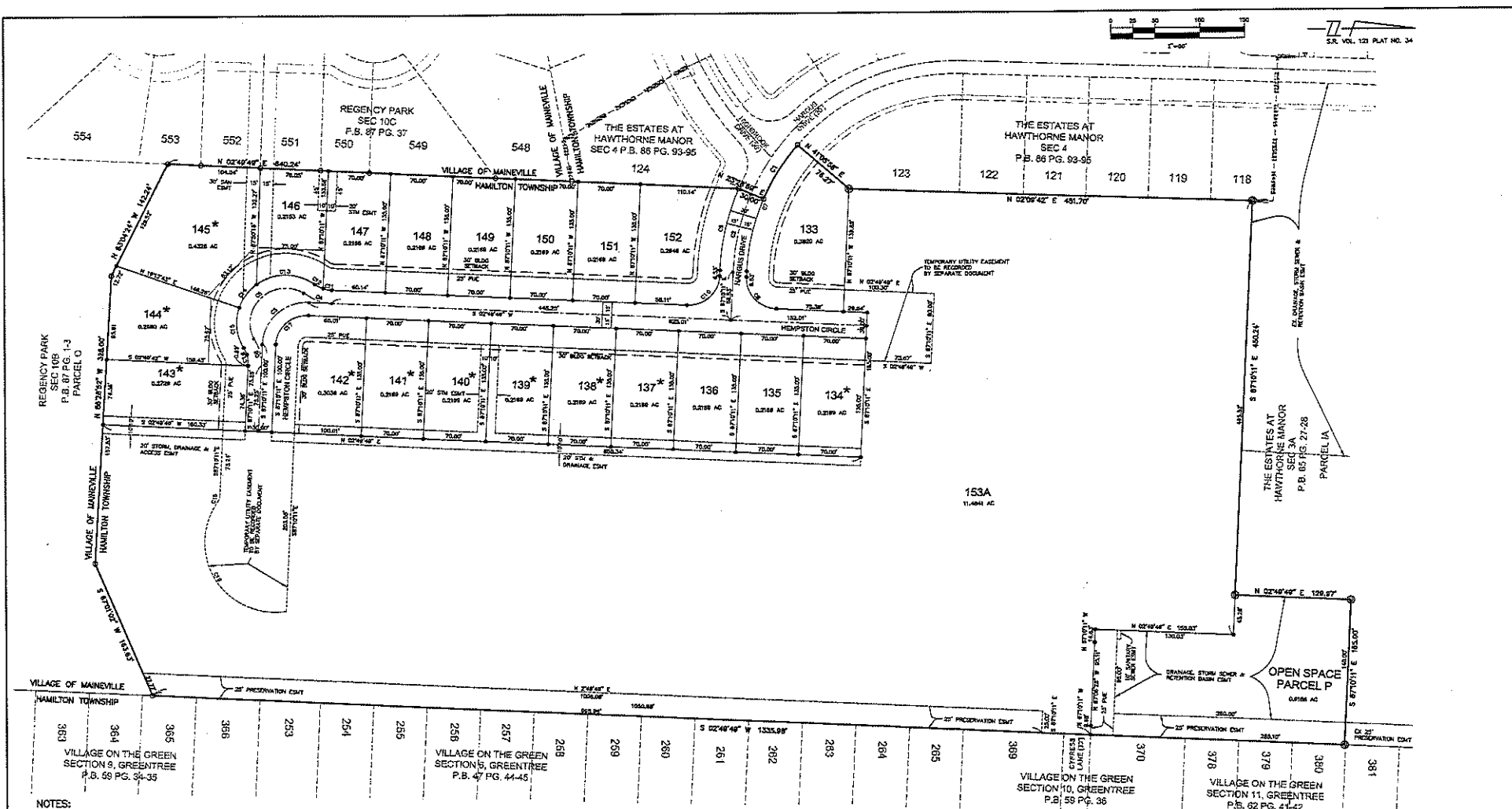


VICINITY MAP
NOT TO SCALE

LOT #	SHOWELL #
OLD	173420-001 (A-200)
NEW 130	1734-551-001
NEW 131	1734-551-002
NEW 132	1734-551-003
NEW 133	1734-551-004
NEW 134	1734-551-005
NEW 135	1734-551-006
NEW 136	1734-551-007
NEW 137	1734-551-008
NEW 138	1734-551-009
NEW 139	1734-551-010
NEW 140	1734-551-011
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NEW 461	1



S.R. VOL. 121 PLAT NO. 34



- NOTES:**
- 1) ○ INDICATES 5/8" IRON PIN W/CAP SET PER RP SEC. 10A P.B. 81 PGS. 4-5; RP SEC. 10B P.B. 87 PGS. 1-3
 - 2) ⊙ INDICATES 1" IRON PIN W/CAP SET PER RP SEC. 7 BLOCK C P.B. 85 PGS. 88-90; RP SEC. 10A P.B. 81 PGS. 4-6
 - 3) * INDICATES 5/8" IRON PIN WITH CAP TO BE SET, UNLESS OTHERWISE NOTED, AND HAS NAILS IN FRAMEWORK
 - 4) ⊕ INDICATES 1" IRON PIN WITH CAP TO BE SET.
 - 5) DOCUMENTS USED: AS SHOWN.
 - 6) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
 - 7) OCCUPATION IN GENERAL FITS SURVEY
 - 8) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - 9) ALL LOTS SHALL BE SUBJECT TO A 4 FEET MINIMUM SIDEYARD SETBACK/ 10 FEET TOTAL FOR BOTH SIDES AND 20 FEET MINIMUM REAR YARD SETBACK.
 - 10) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.
 - 11) ALL LOTS SHALL PROVIDE TWO (2) UNOBSTRUCTED, OFF STREET PARKING SPACES, EXCLUSIVE OF GARAGE PARKING.
 - 12) P.U.E. INDICATES PUBLIC UTILITY EASEMENT

CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DISTANCE
C1	72.25	235.99	17.2428°	S67.4234°E	71.927
C2	63.12	250.03	20.2817°	S78.5247°E	62.83
C3	78.84	50.00	90.0000°	S42.1011°E	70.71
C4	28.28	50.00	33.3320°	N16.5636°E	29.87
C5	159.69	40.00	157.5632°	S42.7011°E	78.61
C6	55.25	50.00	33.3320°	S78.5247°E	56.67
C7	136.68	235.99	38.1809°	S68.0207°E	134.06
C8	34.89	35.00	90.0000°	N47.4947°E	49.30
C9	93.93	235.99	20.2817°	S78.5247°E	92.30
C10	54.98	35.00	90.0000°	N42.1011°W	49.30
C11	10.00	35.00	18.2134°	N11.9240°E	6.86
C12	10.50	35.00	17.1133°	N17.4723°E	10.46
C13	69.88	55.00	72.3357°	S00.0018°W	65.10
C14	33.92	55.00	34.9824°	S63.2200°E	32.72
C15	47.84	35.00	49.5671°	N14.4335°E	46.44
C16	20.50	35.00	33.3320°	S78.5247°E	20.31
C17	54.98	35.00	90.0000°	S42.1011°E	49.30
C18	10.00	35.00	33.3320°	N70.4248°E	5.77
C19	80.00	157.82	13.2729°	N83.7007°E	147.46

* THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR THE ESTATES AT HAWTHORNE MANOR SECTION 5, DATED MARCH 16, 2016 AND REQUIRES PROPER DRAINAGE AWAY FROM THE FOUNDATION. FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

LOT NO.	MOE
124	84.4
127	843.0
138	843.0
139	842.8
140	842.8
141	842.8
142	842.8
143	838.5
144	838.5

FOR 32.5' SOUTH (POND SIDE) 841.5' SIDE YARDS
FOR 32.5' SOUTH (POND SIDE) 841.5' SIDE YARDS

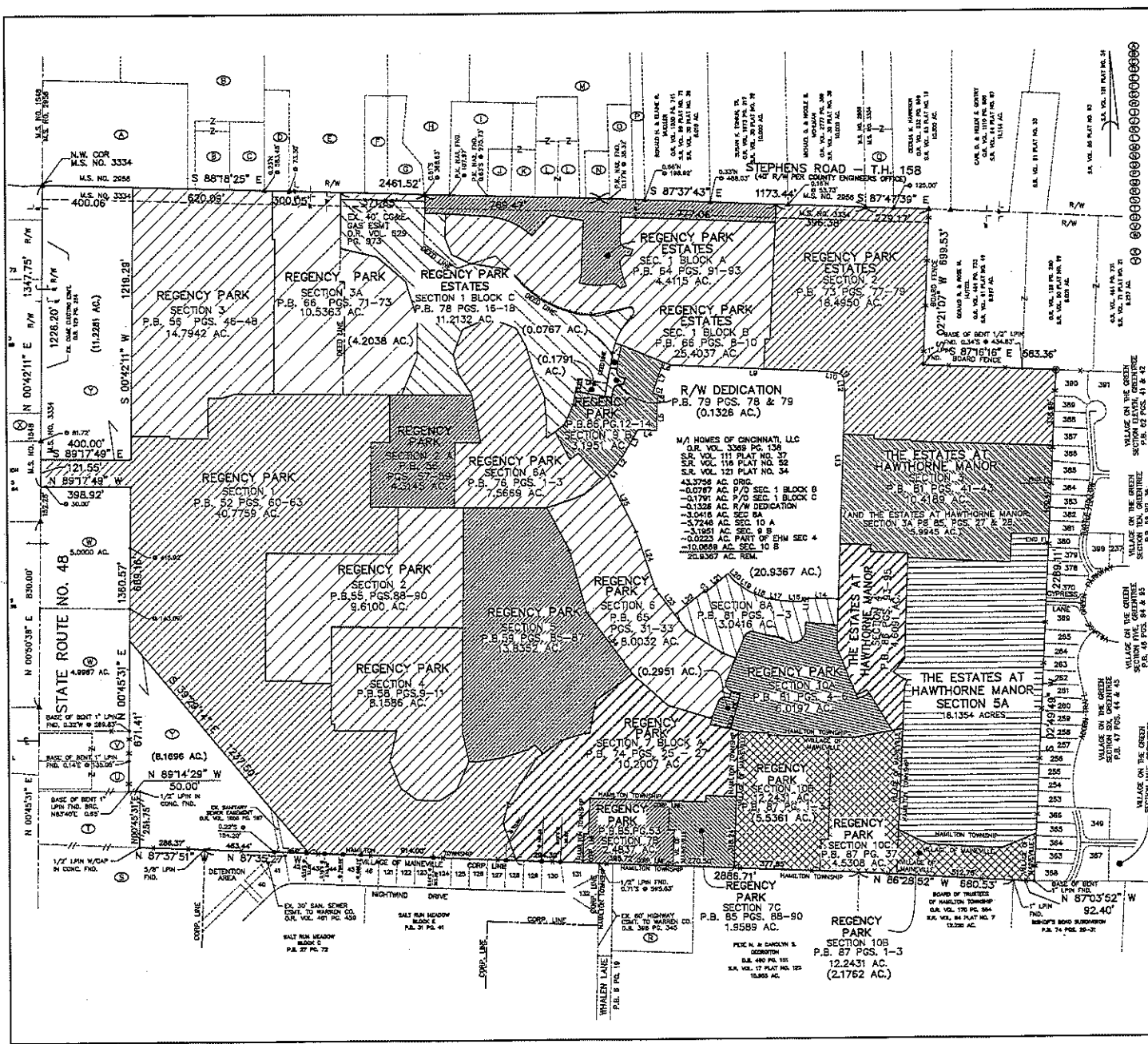
Evens CivilPro Engineers, LLC
Consulting Engineers & Surveyors
3530 Invo-Slopeson Road
Mason, Ohio 45040
(513) 398-1728

THE ESTATES AT HAWTHORNE MANOR SECTION 5A SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO

CKD BY: DWN BY TDA
JN: EDMISA
DATE: 7/14/14
SHT 2 OF 3

SCALE: 1 INCH = 50 FEET

P:\PROJECTS\2014\2014_07_14\2014_12_18_13.DWG - JRP - DATE: 7/14/2014 12:18:53 PM



- ADJOINERS
- WARREN C. & CLADYS D. HARGOURT Q.R. VOL. 382 PG. 803 6,626 AC. REM.
 - CHARLOTTE L. RAMON Q.R. VOL. 248 PG. 173 0.91 AC. 10,742 AC. & 0.13 AC.
 - STANLEY M. & EILEEN HENNING Q.R. VOL. 394 PG. 177 1,073 AC.
 - RETHA M. DROSTRE D.B. 384 PG. 681 1,138 AC.
 - DANNY D. BISHOP Q.R. VOL. 1160 PG. 325 11,494 AC. REM.
 - JAMES F. & MARY ELLEN WAGNER Q.R. VOL. 415 PG. 373 1,009 AC.
 - BRUCE E. & JUDITH C. LEEVER Q.R. VOL. 809 PG. 491 S.R. VOL. 87 PLAT NO. 65 1,0804 AC.
 - BRUCE E. & JUDITH C. LEEVER Q.R. VOL. 809 PG. 491 S.R. VOL. 87 PLAT NO. 65 4,030 AC.
 - VANCE & SANDRA L. EVERSOLE Q.R. VOL. 158 PG. 452 S.R. VOL. 53 PLAT NO. 44 2,109 AC.
 - JAMES P. & JUANITA J. COMBS Q.R. VOL. 248 PG. 127 0.50 AC.
 - ROY & JUNE PHARA D.B. 218 PG. 163 0.50 AC.
 - TLO M. SROWN Q.R. VOL. 192 PG. 024 & 0.16 3,006/113 0.588 AC. & 0.539 AC.
 - WEBSTER S. & MARY M. WEBER Q.R. VOL. 047 PG. 353 & Q.R. VOL. 061 PG. 633 123.81 AC. REM.
 - DIANE GILPIN Q.R. VOL. 124 PG. 389 0.50 AC.
 - DOUGLAS DAVIS Q.R. VOL. 2838 PG. 509 1,000 AC.
 - PAMELA A. POLAND & R. ALEX BRUNGER Q.R. VOL. 1061 PG. 234 S.R. VOL. 89 PLAT NO. 71 4,990 AC.
 - CECILIA M. HARRISON TR. Q.R. VOL. 2825 PG. 880 1,000 AC.
 - A. BARRY & T. DAVID BIRD D.B. 465 PG. 588 3,763 AC.
 - OTTENBERG MANEVILLE L.L.C. Q.R. VOL. 4394 PG. 133 5,015 AC.
 - UNITED STATES POSTAL SERVICE Q.R. VOL. 389 PG. 748 S.R. VOL. 78 PLAT NO. 7 2,5337 AC.
 - MODERN REAL ESTATE SALES Q.R. VOL. 5075 PG. 257
 - PHILIP D. & MARY E. HOLLIDAY Q.R. VOL. 318 PG. 307 S.R. VOL. 25 PLAT NO. 18 0.674 AC. & 0.565 AC.
 - BOARD OF HAMILTON TWP. TRUSTEES Q.R. VOL. 1933 PG. 295 S.R. VOL. 110 PLAT NO. 27 3,0000 AC. & 4,9987 AC.
 - CINCINNATI SMSA TOWER HOLDINGS, L.L.C. Q.R. VOL. 3746 PG. 387 S.R. VOL. 51 PLAT NO. 56 1,14783 AC.
 - MODERN REAL ESTATE SALES, L.L.C. Q.R. VOL. 1958 PG. 171 Q.R. VOL. 1263 PG. 374 Q.R. VOL. 1187 PG. 567 Q.R. VOL. 1187 PG. 564 S.R. VOL. 121 PLAT NO. 34 S.R. VOL. 111 PLAT NO. 37 2,064,893 AC. DRG. 15,9277 AC. REM.

LINE TABLE

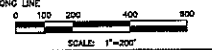
LINE	BEARING	DISTANCE
L1	N44°00'00"W	44.00
L2	N35°30'30"E	74.86
L3	N27°45'45"E	122.78
L4	S88°55'00"W	81.37
L5	N00°00'00"E	130.00
L6	N02°10'20"E	36.00
L7	N18°20'20"E	148.40
L8	S89°00'00"W	38.57
L9	S87°10'10"W	888.88
L10	S78°02'00"E	59.72
L11	S42°00'00"E	17.08
L12	S04°50'00"E	68.07
L13	S02°00'00"W	938.83
L14	N87°00'00"E	78.92
L15	N87°00'00"E	84.03
L16	N87°00'00"E	78.92
L17	N88°15'00"E	78.92
L18	N82°15'00"E	78.92
L19	N41°30'00"E	48.00
L20	S88°00'00"W	133.02
L21	S81°14'37"W	168.82
L22	S48°00'00"W	143.41
L23	N74°00'00"E	287.49
L24	N74°00'00"E	163.00
L25	N74°00'00"E	287.49
L26	S87°10'10"E	183.00
L27	N74°00'00"E	28.54
L28	N74°00'00"E	138.85
L29	N02°00'00"E	431.70
L30	S87°10'10"E	495.63
L31	N02°00'00"E	133.03
L32	S87°10'10"E	14.83
L33	N87°10'10"E	187.83
L34	S87°10'10"E	187.83
L35	S87°10'10"E	65.11
L36	S87°10'10"E	9.88

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CH DISTANCE
C1	160.00'	170°24'55"	26.41'	N78°24'30"W	26.38'
C2	420.00'	090°35'58"	14.64'	N42°02'11"W	14.64'
C3	238.00'	173°05'58"	72.25'	S87°43'32"E	71.67'

- NOTES:
- 1) DOCUMENTS USED AS SHOWN.
 - 2) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
 - 3) OCCUPATION IN GENERAL FITS SURVEY.
 - 4) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - 5) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.

- LEGEND
- ▲ - DENOTES R/L SPIKE FOUND
 - - DENOTES 1/2" LPIN W/ CAP FND. UNLESS OTHERWISE NOTED
 - - DENOTES WIRE FENCE, GENERALLY ALONG LINE
 - - DENOTES CHAIN LINK FENCE, GENERALLY ALONG LINE
 - ⊙ - DENOTES 5/8" LPIN W/ CAP FND.



Evans CivilPro Engineers, LLC
 Consulting Engineers & Surveyors
 3530 Irwin-Simpson Road
 Mason, Ohio 45040
 (513) 388-1728

THE ESTATES AT HAWTHORNE MANOR SECTION 5A SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO

SCALE: 1 INCH = 200 FEET
 SHEET 3 OF 3

OKD BY: [Signature]
 DWN BY: TDA
 JN: ECMISA
 DATE: 7/14/14

SUPERIMPOSITION MAP



May 12, 2020

Hamilton Township
Attn: Kenny Hickey
7780 South State Route 48
Hamilton Township, Ohio 45039

Re: The Estates at Hawthorne Manor Section 5A, 5B, and 5C

Dear Hamilton Township,

Please be advised that the punch list items compiled by inspections for the above have been completed and inspected and found to be satisfactory per Warren County Engineer Regulations.

Your acceptance letter will allow this office to release bonds and turn the streets over for public maintenance.

Per Hamilton Township request our office will e-mail a copy of the Survey Certificate and As-Builts (if required) to your office upon receipt as required prior to issuance of your acceptance letter.

Upon your Subdivision Inspector's report of our final review being acceptable and you concur then please send a letter or e-mail that you are willing to accept the street for public maintenance. In the same token we ask that the township forward any objections to our office within 30-days from the date of this letter.

Sincerely,

Neil F. Tunison, P.E., P.S.
Warren County Engineer

Jason Fisher

Jason Fisher
Subdivision Inspection

Cc: M/I Homes of Cincinnati, LLC, Attn: Casey Kehling (E-Mail only)
Hamilton Twp -- Brent Centers, Administrator (E-Mail only)
Soil & Water -- (E-Mail only)
File

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

Resolution

Number 20-0761

Adopted Date June 02, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN THE ESTATES AT HAWTHORNE MANOR SECTION 5B SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE


Bond Number	:	15-007 (P/S)
Development	:	The Estates at Hawthorne Manor Section 5B
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$42,689.57
Surety Company	:	Berkley Insurance Company (0190802)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830
Engineer (file)
Bond Agreement file

Resolution

Number 20-0762

Adopted Date June 02, 2020

APPROVE CYPRESS LANE AND HEMPSTON CIRCLE IN THE ESTATES AT HAWTHORNE MANOR SECTION 5B FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Cypress Lane and Hempston Circle has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
0830-T	Cypress Lane	0'-29'-0'	0.030
2547-T	Hempston Circle	0'-29'-0'	0.190

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

RECORD PLAT

THE ESTATES AT HAWTHORNE MANOR SECTION 5B

BEING A REPLAT OF LOT 153A OF THE ESTATES AT HAWTHORNE MANOR SECTION 5A

P.B. 89, PGS. 55-57 CONTAINING 11.4841 ACRES

COUNTY COMMISSIONERS
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO
HEREBY APPROVE THIS PLAT ON THIS 26th DAY OF June 2015

COMMISSIONERS:
[Signatures]

DRAINAGE STATEMENT
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A EIGHT (8) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREA SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING, FENCING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSES WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 658.36 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNLESS THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALDRAIN EASEMENTS FOR THE PURPOSES OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLIC MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CURBS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF BUMP PANS AND CURBS FOR PRIVATE DRIVEWAYS. WHERE IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THIS PLAT.

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING STORM SEWER STRUCTURES, DETENTION/RETENTION BASINS, AND GUMP MAINS.

COUNTY RECORDER
FILE NO. 2015-020026
RECEIVED ON THIS 26 DAY OF June 2015 AT 8:54 AM
RECORDED ON THIS 26 DAY OF June 2015 AT 9:14 AM
RECORDED IN PLAT BOOK NO. 117 PAGE 45 OF 67
BY Wendy L. Cowan Linda Oda
DEPUTY WARREN COUNTY RECORDER

COUNTY AUDITOR
TRANSFERRED ON THIS 1 DAY OF July 2015
BY Ann Bailey Matt Nolan, Jr.
DEPUTY WARREN COUNTY AUDITOR

COUNTY ENGINEER
I HEREBY APPROVE THIS PLAT ON THIS 30th DAY OF June 2015
Walter J. Timmer
WARREN COUNTY ENGINEER

COUNTY SANITARY ENGINEER
I HEREBY APPROVE THIS PLAT ON THIS 1st DAY OF July 2015
Christoph
WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 1st DAY OF July 2015
Sha Williams
EXECUTIVE DIRECTOR

HAMILTON TOWNSHIP ZONING INSPECTOR
I HEREBY APPROVE THIS PLAT ON THIS 26 DAY OF June 2015
William
HAMILTON TOWNSHIP ZONING INSPECTOR

CERTIFICATE OF SURVEYOR
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY
MADE UNDER MY SUPERVISION ON 06/15/2015 AND THAT ALL MONUMENTS
AND LOT CORNER PINS WILL BE SET AS SHOWN.

JOSEPH F. CHARLSON
2003
PROFESSIONAL SURVEYOR
Joseph F. Charlson 6/15/15
JOSEPH F. CHARLSON, PROFESSIONAL SURVEYOR NO. 8003 DATE:

	THE ESTATES AT HAWTHORNE MANOR SECTION 5B SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO	OKD BY DWN BY TDA JNL EGM/SA DATE: 6/12/15 SHEET 1 OF 3
	CONSULTING ENGINEERS & SURVEYORS 3530 Irwin-Simpson Road Mason, Ohio 45040 (513) 383-1128	SCALE:

OWNER/DEVELOPER
M/ HOMES OF OHIO, INC.
2949 WATERSTONE BOULEVARD
CHICAGO, OHIO 43024
(615) 246-6400

OWNERS' CONSENT AND DEDICATION
WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LEASEHOLDERS OF THE LANDS HEREIN PLATED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT AND DO DEDICATE THE STREETS, PARCELS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND SERVICES AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PREVENTING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUNE ENERGY, CINCINNATI BELL TELEPHONE CO., TIME WARNER CABLE & THE WARREN COUNTY COMMISSIONERS.

PUBLIC SANITARY AND WATER EASEMENTS:
ANY "PUBLIC SANITARY EASEMENT" OR "PUBLIC WATER EASEMENT" AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THIS EASEMENT GRANTS WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY SEWERS, STORM DRAINS, WATERLINES AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS AND FOR PREVENTING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF HIS KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LEASEHOLDERS HAVE UNITED IN ITS EXECUTION.

AS TO ALL:
KELLY K. PRICE
NAME: Kelly K. Price
ADDRESS: 1722-2015
CITY: MASON, OHIO
STATE: OHIO

M/ HOMES OF OHIO, INC.
BY: Kelly K. Price
NAME: Kelly K. Price
ADDRESS: 1722-2015
CITY: MASON, OHIO
STATE: OHIO

STATE OF OHIO, COUNTY OF Warren
BE IT REMEMBERED THAT ON THIS 26 DAY OF June 2015
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE, PERSONALLY CAME M/ HOMES OF OHIO, INC. BY KELLY
K. PRICE, AREA PRESIDENT, WHO KNOWLEDGED THE CONTENTS AND
EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY
AND DATE ABOVE WRITTEN.
Kelly K. Price 1722-2015
NAME: Kelly K. Price
NOTARY PUBLIC
STATE OF OHIO

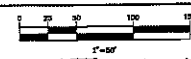


LOCATED IN

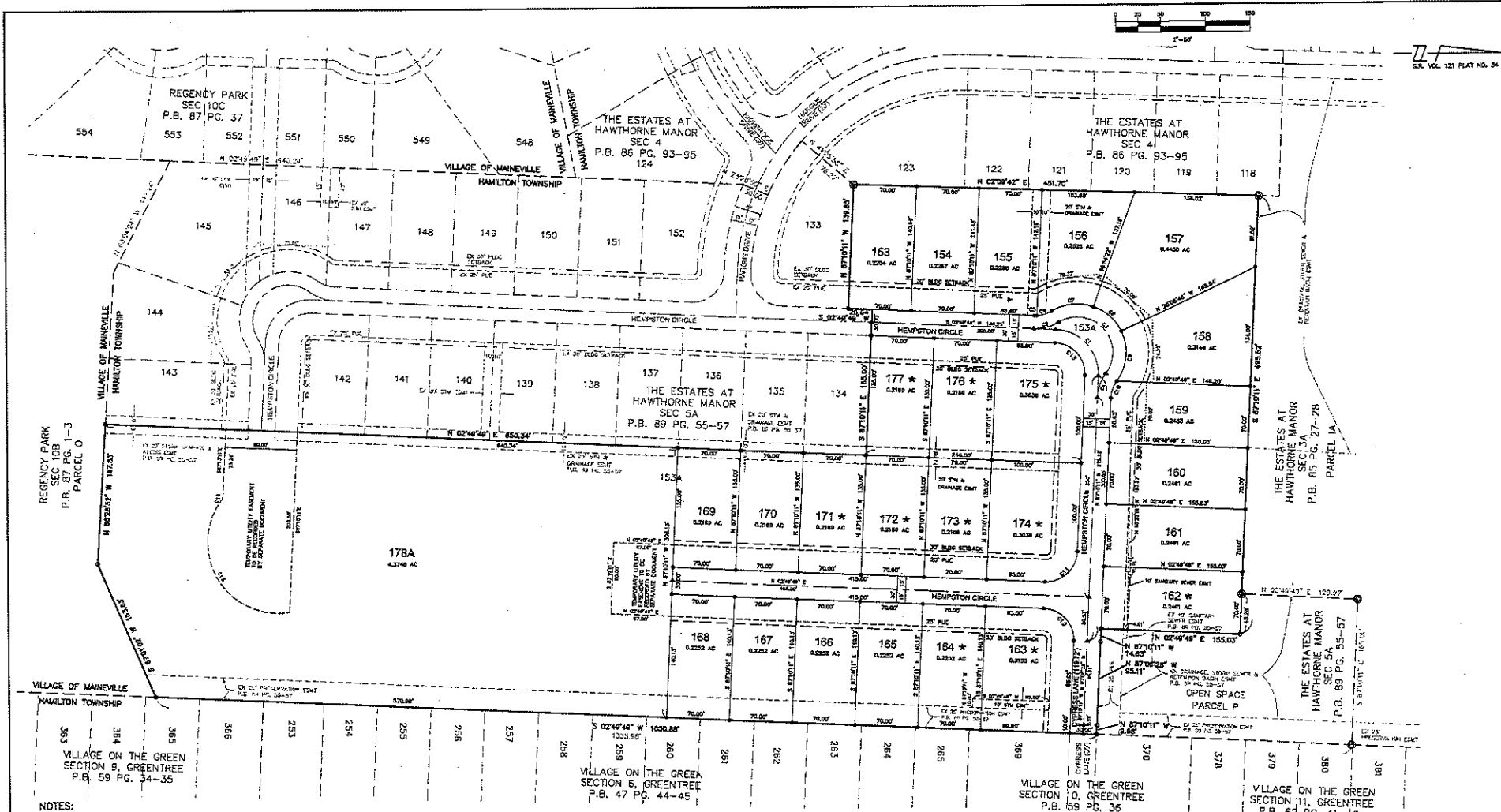
VIRGINIA MILITARY SURVEY NO. 3334
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

JUNE, 2015

LOT #	AREA	SQ FEET	GRID REF #
OLD 153A	(11.4841 AC)	1736412.010	
NEW 151	(0.2254 AC)	1734-251-08A	
NEW 154	(0.2787 AC)	1734-251-08B	
NEW 155	(0.2280 AC)	1734-251-08C	
NEW 159	(0.2529 AC)	1734-251-08D	
NEW 157	(0.4450 AC)	1734-251-08E	
NEW 158	(0.1749 AC)	1734-251-08F	
NEW 156	(0.2450 AC)	1734-251-08G	
NEW 160	(0.2491 AC)	1734-251-08H	
NEW 161	(0.2491 AC)	1734-251-08I	
NEW 162	(0.2491 AC)	1734-251-08J	
NEW 163	(0.2491 AC)	1734-251-08K	
NEW 164	(0.2491 AC)	1734-251-08L	
NEW 165	(0.2491 AC)	1734-251-08M	
NEW 166	(0.2491 AC)	1734-251-08N	
NEW 167	(0.2491 AC)	1734-251-08O	
NEW 168	(0.2491 AC)	1734-251-08P	
NEW 169	(0.2491 AC)	1734-251-08Q	
NEW 170	(0.2491 AC)	1734-251-08R	
NEW 171	(0.2491 AC)	1734-251-08S	
NEW 172	(0.2491 AC)	1734-251-08T	
NEW 173	(0.2491 AC)	1734-251-08U	
NEW 174	(0.2491 AC)	1734-251-08V	
NEW 175	(0.2491 AC)	1734-251-08W	
NEW 176	(0.2491 AC)	1734-251-08X	
NEW 177	(0.2491 AC)	1734-251-08Y	
NEW 178A	(0.2491 AC)	1734-251-08Z	
NEW 178B	(0.2491 AC)	1734-251-08AA	
NEW 178C	(0.2491 AC)	1734-251-08AB	
NEW 178D	(0.2491 AC)	1734-251-08AC	
NEW 178E	(0.2491 AC)	1734-251-08AD	
NEW 178F	(0.2491 AC)	1734-251-08AE	
NEW 178G	(0.2491 AC)	1734-251-08AF	
NEW 178H	(0.2491 AC)	1734-251-08AG	
NEW 178I	(0.2491 AC)	1734-251-08AH	
NEW 178J	(0.2491 AC)	1734-251-08AI	
NEW 178K	(0.2491 AC)	1734-251-08AJ	
NEW 178L	(0.2491 AC)	1734-251-08AK	
NEW 178M	(0.2491 AC)	1734-251-08AL	
NEW 178N	(0.2491 AC)	1734-251-08AM	
NEW 178O	(0.2491 AC)	1734-251-08AN	
NEW 178P	(0.2491 AC)	1734-251-08AO	
NEW 178Q	(0.2491 AC)	1734-251-08AP	
NEW 178R	(0.2491 AC)	1734-251-08AQ	
NEW 178S	(0.2491 AC)	1734-251-08AR	
NEW 178T	(0.2491 AC)	1734-251-08AS	
NEW 178U	(0.2491 AC)	1734-251-08AT	
NEW 178V	(0.2491 AC)	1734-251-08AU	
NEW 178W	(0.2491 AC)	1734-251-08AV	
NEW 178X	(0.2491 AC)	1734-251-08AW	
NEW 178Y	(0.2491 AC)	1734-251-08AX	
NEW 178Z	(0.2491 AC)	1734-251-08AY	
NEW 178AA	(0.2491 AC)	1734-251-08AZ	
NEW 178AB	(0.2491 AC)	1734-251-08BA	
NEW 178AC	(0.2491 AC)	1734-251-08BB	
NEW 178AD	(0.2491 AC)	1734-251-08BC	
NEW 178AE	(0.2491 AC)	1734-251-08BD	
NEW 178AF	(0.2491 AC)	1734-251-08BE	
NEW 178AG	(0.2491 AC)	1734-251-08BF	
NEW 178AH	(0.2491 AC)	1734-251-08BG	
NEW 178AI	(0.2491 AC)	1734-251-08BH	
NEW 178AJ	(0.2491 AC)	1734-251-08BI	
NEW 178AK	(0.2491 AC)	1734-251-08BJ	
NEW 178AL	(0.2491 AC)	1734-251-08BK	
NEW 178AM	(0.2491 AC)	1734-251-08BL	
NEW 178AN	(0.2491 AC)	1734-251-08BM	
NEW 178AO	(0.2491 AC)	1734-251-08BN	
NEW 178AP	(0.2491 AC)	1734-251-08BO	
NEW 178AQ	(0.2491 AC)	1734-251-08BP	
NEW 178AR	(0.2491 AC)	1734-251-08BQ	
NEW 178AS	(0.2491 AC)	1734-251-08BR	
NEW 178AT	(0.2491 AC)	1734-251-08BS	
NEW 178AU	(0.2491 AC)	1734-251-08BT	
NEW 178AV	(0.2491 AC)	1734-251-08BU	
NEW 178AV	(0.2491 AC)	1734-251-08BV	
NEW 178AV	(0.2491 AC)	1734-251-08BW	
NEW 178AV	(0.2491 AC)	1734-251-08BX	
NEW 178AV	(0.2491 AC)	1734-251-08BY	
NEW 178AV	(0.2491 AC)	1734-251-08BZ	
NEW 178AV	(0.2491 AC)	1734-251-08CA	
NEW 178AV	(0.2491 AC)	1734-251-08CB	
NEW 178AV	(0.2491 AC)	1734-251-08CC	
NEW 178AV	(0.2491 AC)	1734-251-08CD	
NEW 178AV	(0.2491 AC)	1734-251-08CE	
NEW 178AV	(0.2491 AC)	1734-251-08CF	
NEW 178AV	(0.2491 AC)	1734-251-08CG	
NEW 178AV	(0.2491 AC)	1734-251-08CH	
NEW 178AV	(0.2491 AC)	1734-251-08CI	
NEW 178AV	(0.2491 AC)	1734-251-08CJ	
NEW 178AV	(0.2491 AC)	1734-251-08CK	
NEW 178AV	(0.2491 AC)	1734-251-08CL	
NEW 178AV	(0.2491 AC)	1734-251-08CM	
NEW 178AV	(0.2491 AC)	1734-251-08CN	
NEW 178AV	(0.2491 AC)	1734-251-08CO	
NEW 178AV	(0.2491 AC)	1734-251-08CP	
NEW 178AV	(0.2491 AC)	1734-251-08CQ	
NEW 178AV	(0.2491 AC)	1734-251-08CR	
NEW 178AV	(0.2491 AC)	1734-251-08CS	
NEW 178AV	(0.2491 AC)	1734-251-08CT	
NEW 178AV	(0.2491 AC)	1734-251-08CU	
NEW 178AV	(0.2491 AC)	1734-251-08CV	
NEW 178AV	(0.2491 AC)	1734-251-08CW	
NEW 178AV	(0.2491 AC)	1734-251-08CX	
NEW 178AV	(0.2491 AC)	1734-251-08CY	
NEW 178AV	(0.2491 AC)	1734-251-08CZ	
NEW 178AV	(0.2491 AC)	1734-251-08DA	
NEW 178AV	(0.2491 AC)	1734-251-08DB	
NEW 178AV	(0.2491 AC)	1734-251-08DC	
NEW 178AV	(0.2491 AC)	1734-251-08DD	
NEW 178AV	(0.2491 AC)	1734-251-08DE	
NEW 178AV	(0.2491 AC)	1734-251-08DF	
NEW 178AV	(0.2491 AC)	1734-251-08DG	
NEW 178AV	(0.2491 AC)	1734-251-08DH	
NEW 178AV	(0.2491 AC)	1734-251-08DI	
NEW 178AV	(0.2491 AC)	1734-251-08DJ	
NEW 178AV	(0.2491 AC)	1734-251-08DK	
NEW 178AV	(0.2491 AC)	1734-251-08DL	
NEW 178AV	(0.2491 AC)	1734-251-08DM	
NEW 178AV	(0.2491 AC)	1734-251-08DN	
NEW 178AV	(0.2491 AC)	1734-251-08DO	
NEW 178AV	(0.2491 AC)	1734-251-08DP	
NEW 178AV	(0.2491 AC)	1734-251-08DQ	
NEW 178AV	(0.2491 AC)	1734-251-08DR	
NEW 178AV	(0.2491 AC)	1734-251-08DS	
NEW 178AV	(0.2491 AC)	1734-251-08DT	
NEW 178AV	(0.2491 AC)	1734-251-08DU	
NEW 178AV	(0.2491 AC)	1734-251-08DV	
NEW 178AV	(0.2491 AC)	1734-251-08DW	
NEW 178AV	(0.2491 AC)	1734-251-08DX	
NEW 178AV	(0.2491 AC)	1734-251-08DY	
NEW 178AV	(0.2491 AC)	1734-251-08DZ	
NEW 178AV	(0.2491 AC)	1734-251-08EA	
NEW 178AV	(0.2491 AC)	1734-251-08EB	
NEW 178AV	(0.2491 AC)	1734-251-08EC	
NEW 178AV	(0.2491 AC)	1734-251-08ED	
NEW 178AV	(0.2491 AC)	1734-251-08EE	
NEW 178AV	(0.2491 AC)	1734-251-08EF	
NEW 178AV	(0.2491 AC)	1734-251-08EG	
NEW 178AV	(0.2491 AC)	1734-251-08EH	
NEW 178AV	(0.2491 AC)	1734-251-08EI	
NEW 178AV	(0.2491 AC)	1734-251-08EJ	
NEW 178AV	(0.2491 AC)	1734-251-08EK	
NEW 178AV	(0.2491 AC)	1734-251-08EL	
NEW 178AV	(0.2491 AC)	1734-251-08EM	
NEW 178AV	(0.2491 AC)	1734-251-08EN	
NEW 178AV	(0.2491 AC)	1734-251-08EO	
NEW 178AV	(0.2491 AC)	1734-251-08EP	
NEW 178AV	(0.2491 AC)	1734-251-08EQ	
NEW 178AV	(0.2491		



S.S. VOL. 121 PLAT NO. 24



- NOTES:**
- 1) ○ INDICATES 5/8" IRON PIN W/CAP SET PREVIOUSLY
 - 2) ● INDICATES 1" IRON PIN W/CAP SET PREVIOUSLY
 - 3) ● INDICATES 5/8" IRON PIN W/CAP TO BE SET, UNLESS OTHERWISE NOTED.
 - 4) ▲ - INDICATES WAG NAIL SET PROBABLY, UNLESS OTHERWISE NOTED.
 - 5) ▲ - INDICATES WAG NAIL TO BE SET IN SECTION 5B, UNLESS OTHERWISE NOTED.
 - 6) DOCUMENTS USED: AS SHOWN.
 - 7) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
 - 8) OCCUPATION IN GENERAL FITS SURVEY
 - 9) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - 10) ALL LOTS SHALL BE SUBJECT TO A 4 FEET MINIMUM SIDEYARD SETBACK/ 10 FEET TOTAL FOR BOTH SIDES AND 20 FEET MINIMUM REAR YARD SETBACK.
 - 11) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.
 - 12) ALL LOTS SHALL PROVIDE TWO (2) UNSTRUCTURED, OFF STREET PARKING SPACES, EXCLUSIVE OF GARAGE PARKING.
 - 13) PUE INDICATES PUBLIC UTILITY EASEMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DISTANCE
C1	74.84	53.00	120.0000	S47°49'47"W	70.71
C2	28.28	50.00	33.3324	N133°48'52"W	28.87
C3	100.49	40.00	167.0634	S47°49'49"W	78.41
C4	29.23	33.00	33.3326	S70°04'28"W	28.87
C5	3.12	33.00	3.0910	N00°14'45"E	3.12
C6	12.36	33.00	2.8271	N16°28'58"W	12.20
C7	46.79	33.00	27.4919	S65°10'00"W	42.23
C8	42.57	33.00	44.8436	S47°28'28"W	41.88
C9	58.27	33.00	61.3401	N64°22'48"W	56.87
C10	20.50	33.00	3.3332	S70°23'28"E	20.21
C11	34.58	33.00	120.0000	N47°01'11"W	49.25
C12	33.02	33.00	89.0543	S47°11'40"W	49.52
C13	34.28	33.00	89.0500	S47°49'42"W	48.50
C14	3.88	10.00	1.5332	N02°42'28"E	3.77
C15	167.82	80.00	134.7221	N82°14'08"E	147.48

* THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREIN ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR THE ESTATES AT HAWTHORNE MANOR SECTION 5B DATED MARCH 4, 2014 AND REQUIRES PROPER DRAINAGE AWAY FROM THE FOUNDATION.

FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

LOT NO. MOE

165 834.0 EAST (BASH) SIDE, 838.0 SOUTHWEST CORNER

163 830.7

164 830.4

171 840.4

172 840.4

173 840.4

174 838.0 WEST SIDE

175 840.4

176 840.4

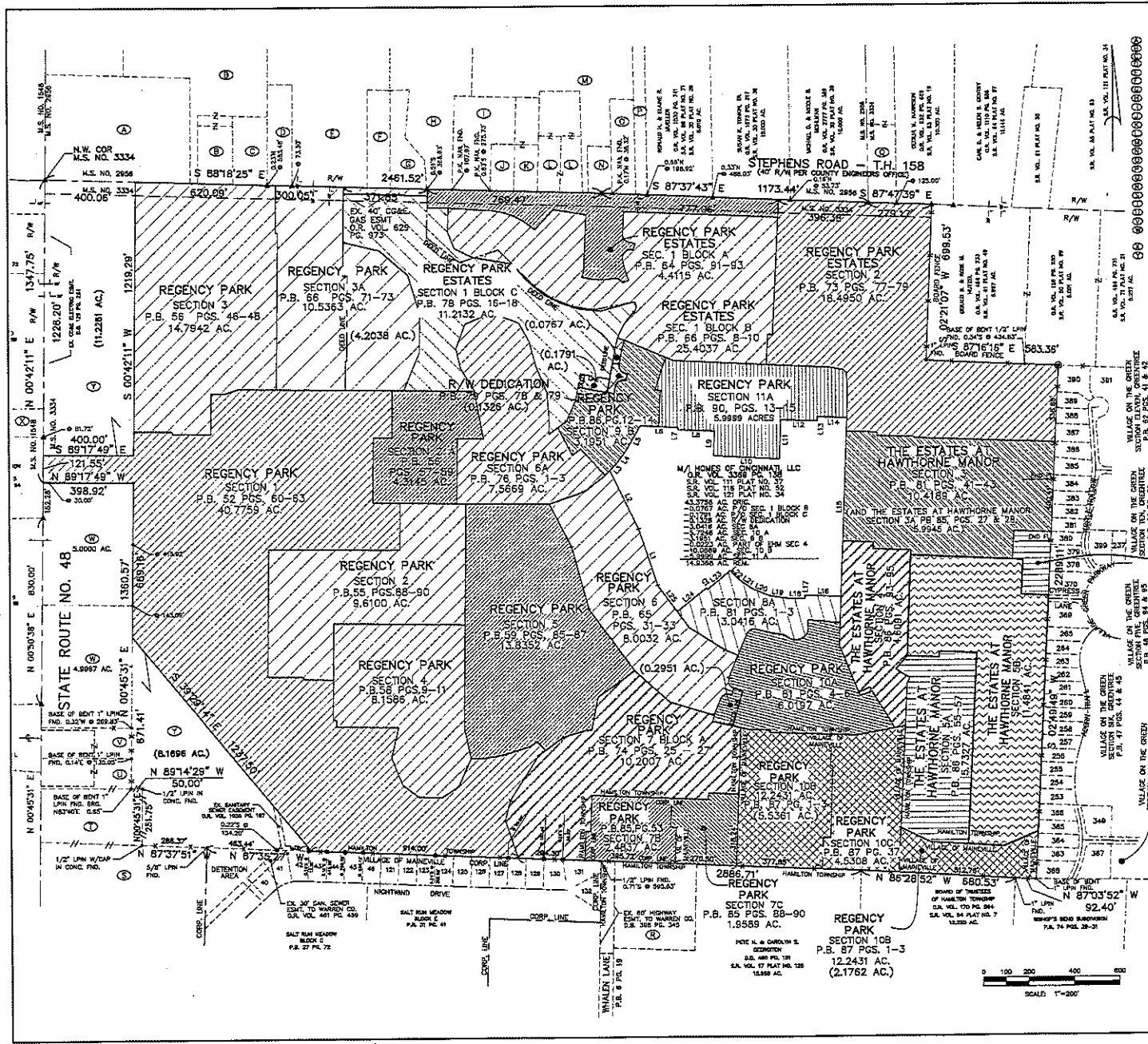
177 840.4

FOR BENCHMARK GRADING AND STORM DRAINAGE INFORMATION SEE THE ABOVE REFERENCED IMPROVEMENT PLANS.

Evans
CivilPro
Engineers, LLC
Consulting Engineers & Surveyors
3530 Irwin-Simpson Road
Mason, Ohio 45040
(513) 398-1128

THE ESTATES AT HAWTHORNE MANOR SECTION 5B SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO

CKD BY
DWN BY TDA
JUN: ECMISA
DATE: 6/12/15
SCALE: 1 INCH = 50 FEET
SHT 2 OF 3



ADJOINERS

WARREN C. & GLADYS D. HARGREAVES D.R. VOL. 362 PG. 803 & 826 AC. REA.
 CHARLOTTE L. RAMON D.R. VOL. 248 PG. 173 3.81 AC. 18.742 AC. & 0.13 AC.
 STANLEY M. & EILEEN HODGSON D.R. VOL. 304 PG. 177 1.073 AC.
 BETHA M. BRISTLE D.R. 384 PG. 851 1.336 AC.
 JAMES P. & MARY ELLEN VADELL D.R. VOL. 415 PG. 325 11.494 AC. REA.
 DANNY D. BISHOP D.R. VOL. 1150 PG. 373 1.000 AC.
 BRUCE E. & JUDITH C. LEVIER D.R. VOL. 809 PG. 451 S.R. VOL. 87 PLAT NO. 85 1.064 AC.
 BRUCE E. & JUDITH C. LEVIER D.R. VOL. 809 PG. 451 S.R. VOL. 87 PLAT NO. 85 4.030 AC.
 VANCE & SANDRA L. EVERSOLE D.R. VOL. 158 PG. 452 S.R. VOL. 53 PLAT NO. 44 2.109 AC.
 JAMES P. & MIHANTA J. GONBLES D.R. VOL. 246 PG. 157 0.50 AC.
 ROY & JANE CHAKA D.R. 218 PG. 193 0.80 AC.
 FLO M. BROWN D.R. VOL. 182 PG. 024 & O.R. 3508/113 0.508 AC. & 0.838 AC.
 WESTER B. & MARY M. MEER D.R. VOL. 047 PG. 553 & O.R. VOL. 061 PG. 533 123.81 AC. REA.
 DINE OLSEN D.R. VOL. 1124 PG. 388 0.30 AC.
 DOUGLAS DAVIS D.R. VOL. 2538 PG. 509 1.00 AC.
 PAMELA A. POLAND & R. ALEX GRANGER D.R. VOL. 1081 PG. 234 S.R. VOL. 89 PLAT NO. 71 4.890 AC.
 CECILIA M. HARRISON TR. D.R. VOL. 2822 PG. 880 1.00 AC.
 A. BARRY & T. CHLOE BIRD D.B. 485 PG. 508 3.783 AC.
 OTTERBEN MANEVELLE, LLC D.R. VOL. 4354 PG. 133 2.015 AC.
 UNITED STATES POSTAL SERVICE D.R. VOL. 599 PG. 748 S.R. VOL. 78 PLAT NO. 7 2.5337 AC.
 MODERN REAL ESTATE SALES D.R. VOL. 5275 PG. 257
 BOARD OF HAMILTON TWP. TRUSTEES D.R. VOL. 1935 PG. 298 S.R. VOL. 110 PLAT NO. 27 3.0000 AC. & 4.9897 AC.
 PHELIP D. & MARY E. HOLLADAY D.R. VOL. 318 PG. 307 S.R. VOL. 23 PLAT NO. 18 0.874 AC. & 0.5555 AC.
 MODERN REAL ESTATE SALES, LLC D.R. VOL. 1056 PG. 171 O.R. VOL. 1283 PG. 374 O.R. VOL. 1187 PG. 587 O.R. VOL. 1187 PG. 584 S.R. VOL. 121 PLAT NO. 34 S.R. VOL. 111 PLAT NO. 27 288.9303 AC. ORIG. 16.3477 AC. REA.

LINE TABLE

LINE	LENGTH	BEARING
L1	267.49'	N17°44'24"W
L2	287.61'	N25°49'30"W
L3	44.54'	N44°08'05"E
L4	74.59'	N35°10'35"E
L5	122.78'	N29°48'44"E
L6	106.54'	S85°51'47"E
L7	10.00'	S02°08'42"W
L8	160.00'	S87°50'18"E
L9	110.00'	S02°08'42"W
L10	290.04'	S85°31'02"E
L11	175.00'	N92°18'42"E
L12	150.00'	S77°50'18"E
L13	17.87'	N02°18'42"E
L14	130.00'	S87°50'18"E
L15	797.21'	S02°08'42"W
L16	180.00'	N87°50'18"W
L17	15.25'	S02°08'42"W
L18	84.63'	N77°50'18"W
L19	78.92'	N02°18'42"W
L20	76.97'	N87°27'27"W
L21	76.97'	N54°10'28"W
L22	48.00'	N41°30'28"W
L23	132.02'	S50°50'01"W
L24	185.62'	S51°10'31"W
L25	146.41'	N36°08'20"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DISTANCE
C1	8.24	475.00	0759'36"	S38°25'11"E	8.24

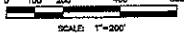
- NOTES:**
- 1) DOCUMENTS USED AS SHOWN.
 - 2) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
 - 3) OCCUPATION IN GENERAL FITS SURVEY.
 - 4) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - 5) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.

LEGEND

- DENOTES R.R. SPIKE FOUND
- ▲ DENOTES 1/2" IRON ROD W/ CAP FOUND UNLESS OTHERWISE NOTED
- DENOTES WIRE FENCE, GENERALLY ALONG LINE
- - - DENOTES CHAIN LINK FENCE, GENERALLY ALONG LINE
- ⊙ DENOTES 5/8" IRON PIN W/ CAP FOUND

Evans CivilPro Engineers, L.L.C.
 Consulting Engineers & Surveyors
 3333 Irwin-Simpson Road
 Mason, Ohio 45040
 (513) 388-1728

THE ESTATES AT HAWTHORNE MANOR SECTION 5B SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO	CKD BY DWN BY TDA LNL EDMISA DATE 6/12/15
SCALE: 1" INCH = 200 FEET	SHT 3 OF 3



SUPERIMPOSITION MAP



May 12, 2020

Hamilton Township
Attn: Kenny Hickey
7780 South State Route 48
Hamilton Township, Ohio 45039

Re: The Estates at Hawthorne Manor Section 5A, 5B, and 5C

Dear Hamilton Township,

Please be advised that the punch list items compiled by inspections for the above have been completed and inspected and found to be satisfactory per Warren County Engineer Regulations.

Your acceptance letter will allow this office to release bonds and turn the streets over for public maintenance.

Per Hamilton Township request our office will e-mail a copy of the Survey Certificate and As-Builts (if required) to your office upon receipt as required prior to issuance of your acceptance letter.

Upon your Subdivision Inspector's report of our final review being acceptable and you concur then please send a letter or e-mail that you are willing to accept the street for public maintenance. In the same token we ask that the township forward any objections to our office within 30-days from the date of this letter.

Sincerely,

Neil F. Tunison, P.E., P.S.
Warren County Engineer

Jason Fisher

Jason Fisher
Subdivision Inspection

Cc: M/I Homes of Cincinnati, LLC, Attn: Casey Kehling (E-Mail only)
Hamilton Twp - Brent Centers, Administrator (E-Mail only)
Soil & Water - (E-Mail only)
File

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

Resolution

Number 20-0763

Adopted Date June 02, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN THE ESTATES AT HAWTHORNE MANOR SECTION 5C SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	:	16-007 (P/S)
Development	:	The Estates at Hawthorne Manor Section 5C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$29,110.83
Surety Company	:	Berkley Insurance Company (0198647)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830
Engineer (file)
Bond Agreement file

Resolution

Number 20-0764

Adopted Date June 02, 2020

APPROVE HEMPSTON CIRCLE IN THE ESTATES AT HAWTHORNE MANOR SECTION 5C FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Hempston Circle has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2547-T	Hempston Circle	0'-29'-0"	0.112

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and

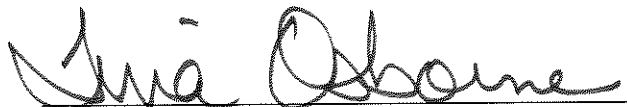
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

OWNER'S CONSENT AND DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE DEDICATION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND EGRESS/AND FOR THE MAINTENANCE AND REPAIR OF STREETS, THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, EROSION/WATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING EGRESS AND EXPRESSES TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES; OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUKE ENERGY, CINCINNATI BELL TELEPHONE CO., TIME WARNER CABLE & THE WARREN COUNTY COMMISSIONERS.

PUBLIC SANITARY AND WATER EASEMENTS:

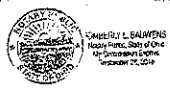
ANY "PUBLIC SANITARY EASEMENT" OR "PUBLIC WATER EASEMENT" AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, THE EASEMENT GRANTS WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY DEVICES, FORCE MAINS, PLUMBING, WATERLINES AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS AND FOR PROVIDING EGRESS AND EXPRESSES TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED FOR PUBLIC USE FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF HIS KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

APPROVED ALL: William Williams MI HOMES OF CINCINNATI, LLC
 NAME: William Williams BY: William Williams
 WITNESS: James J. Wilson GREG WILLIAMS, AREA PRESIDENT
 NAME: James J. Wilson GREG WILLIAMS, AREA PRESIDENT
 WITNESS: James J. Wilson

STATE OF OHIO, COUNTY OF Warren SS:
 BE IT REMEMBERED THAT ON THIS 22 DAY OF July, 2016
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY
 AND STATE, PERSONALLY CAME MI HOMES OF CINCINNATI, LLC BY GREG
 WILLIAMS, AREA PRESIDENT, WHO ACKNOWLEDGED THE SIGNING AND
 EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY
 AND DATE ABOVE WRITTEN. William Williams
 NAME: William Williams MY COMMISSION EXPIRES
 NOTARY PUBLIC STATE OF OHIO

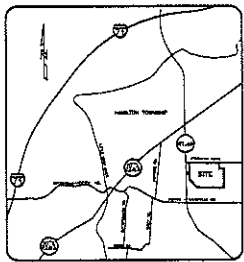


RECORD PLAT
THE ESTATES AT
HAWTHORNE MANOR
SECTION 5C
 BEING A REPLAT OF LOT 178A OF
 THE ESTATES AT HAWTHORNE MANOR
 SECTION 5B
 P.B. 91, PGS. 49-51
 CONTAINING 4.3748 ACRES

LOCATED IN
VIRGINIA MILITARY SURVEY NO. 3334
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

JUNE, 2016

LOT #	BOWELL'S
OLD 178A	17.36-0250P
NEW 178	17.34-425-123
NEW 179	17.34-425-024
NEW 180	17.34-425-025
NEW 181	17.34-425-026
NEW 182	17.34-425-027
NEW 183	17.34-425-028
NEW 184	17.34-425-029
NEW 185	17.34-425-030
NEW 186	17.34-425-031
NEW 187	17.34-425-032
NEW 188	17.34-412-014
NEW 189	17.34-412-015
NEW 190	17.34-412-016
NEW 191	17.34-412-017
NEW 192	17.34-412-018
NEW 193	17.34-412-019
NEW 1 STREET ROW	17.34-600-011
NO REMAINDER	



VICINITY MAP
 NOT TO SCALE

SECTION 5C AREA SUMMARY	
LOTS	3,088 AC
ROW	0.4860 AC
TOTAL	4.3748 AC

LENGTH OF ROADWAY PLATTED	
HEDSPETON CIRCLE	383.5P

DEED REFERENCE
 SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO BEING THE REMAINING 4.3748 ACRES OF THE 38.375 ACRES TRACT CONVEYED TO MI HOMES OF CINCINNATI, LLC, AS DESIGNATED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 4016, PG. 220, RECORDERS OFFICE, WARREN COUNTY, OHIO AND BEING ALL OF LOT 178A OF THE ESTATES AT HAWTHORNE MANOR, SECTION 5B AS RECORDED IN PLAT BOOK 91, PAGES 48-51, RECORDERS OFFICE, WARREN COUNTY, OHIO.

SUBJECT TO HOMEOWNERS RESTRICTIONS
 PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND LIENS SET FORTH IN THE DECLARATION, BY-LAWS AND ARTICLES OF INCORPORATION FOR THE ESTABLISHED HAWTHORNE MANOR HOMEOWNERS ASSOCIATION (O.R. 4818, P.G. 824) AND IS SUBJECT TO ALL SUBSEQUENT RECORDED AMENDMENTS AND SUPPLEMENTS.

COUNTY COMMISSIONERS
 WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 22 DAY OF July, 2016
 COMMISSIONERS: John Smith
John Smith

DRAINAGE STATEMENT
 UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A EIGHT (8) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.
 THE EASEMENT AREA SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSES WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 6309.09 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.
 THE PUBLIC MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, ANCHOR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF BUMP MARKS AND CULVERTS FOR PRIVATE DRIVEWAYS. WHERE, IN USE OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT WHETHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNERS MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THIS PLAT.

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING STORM SEWER STRUCTURES, RETENTION/RETENTION BASINS, AND SLUMP WAIRS.

COUNTY RECORDER
 FILE NO: 2016-0726
 RECEIVED ON THIS 22 DAY OF July, 2016 AT 11:00 AM
 RECORDED ON THIS 22 DAY OF July, 2016 AT 11:00 AM
 RECORDED IN PLAT BOOK NO. 93 PAGES 48, 13, 20
 P.B. 93-2720
 BY: Eg Ode Yida Ode
 COUNTY DEPUTY WARREN COUNTY RECORDER

COUNTY AUDITOR
 TRANSMITTED ON THIS 14th DAY OF July, 2016
 BY: Janet Poling Matt Nolan Sr.
 COUNTY DEPUTY WARREN COUNTY AUDITOR

COUNTY ENGINEER
 I HEREBY APPROVE THIS PLAT ON THIS 7th DAY OF July, 2016
Paul F. Morrison
 WARREN COUNTY ENGINEER

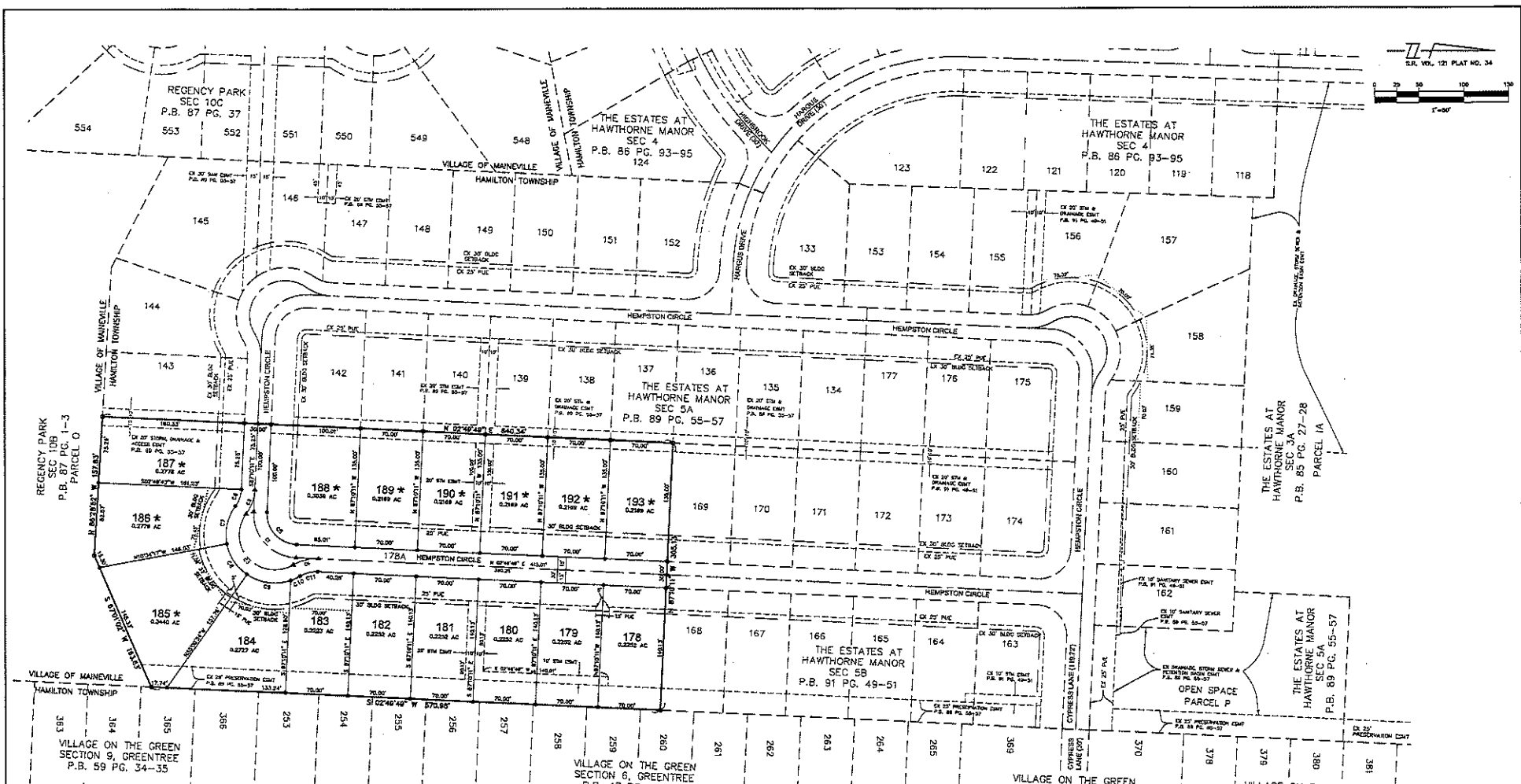
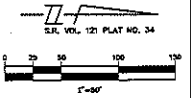
COUNTY SANITARY ENGINEER
 I HEREBY APPROVE THIS PLAT ON THIS 7th DAY OF July, 2016
Chap Bland
 WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 7th DAY OF July, 2016
Shelley
 EXECUTIVE DIRECTOR

HAMILTON TOWNSHIP ZONING INSPECTOR
 I HEREBY APPROVE THIS PLAT ON THIS 16th DAY OF July, 2016
William
 HAMILTON TOWNSHIP ZONING INSPECTOR

CERTIFICATE OF SURVEYOR
 I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON 06/16/16 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN.
Joseph F. Charlson alston
 JOSEPH F. CHARLSON, PROFESSIONAL SURVEYOR NO. 8503 DATE:

Evans CivilPro Engineers, LLC Consulting Engineers & Surveyors 4700 Dulon Drive, Suite 100 Mason, Ohio 45040 (513) 388-1728	THE ESTATES AT HAWTHORNE MANOR SECTION 5C SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO	CKD BY DWN BY TDA JG: ECMISA DATE: 6/20/16 SHT 1 OF 3
	SCALE:	OWNERS/DEVELOPER MI HOMES OF CINCINNATI, LLC 1248 WATERSTONE BOULEVARD CINCINNATI, OHIO 45246 (513) 248-5500



- NOTES:
- 1) O INDICATES 3/8" IRON PIN W/CAP SET PREVIOUSLY
 - 2) ⊙ INDICATES 1" IRON PIN W/CAP SET PREVIOUSLY
 - 3) * INDICATES 5/8" IRON PIN W/CAP SET PREVIOUSLY, UNLESS OTHERWISE NOTED.
 - 4) Δ - DENOTES MAG NAIL SET PREVIOUSLY, UNLESS OTHERWISE NOTED.
 - 5) A - DENOTES MAG NAIL SET IN SECTION 5C, UNLESS OTHERWISE NOTED.
 - 6) DOCUMENTS USED: AS SHOWN.
 - 7) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
 - 8) OCCUPATION IN GENERAL: FTS SURVEY.
 - 9) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - 10) ALL LOTS SHALL BE SUBJECT TO A 4 FEET MINIMUM SIDEYARD SETBACK/ 10 FEET TOTAL FOR BOTH SIDES AND 20 FEET MINIMUM REAR YARD SETBACK.
 - 11) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.
 - 12) ALL LOTS SHALL PROVIDE TWO (2) UNDEGRADED, OFF STREET PARKING SPACES, EXCLUDING OF GARAGE PARKING.
 - 13) PUE INDICATES PUBLIC UTILITY EASEMENT

CURVE	LENGTH	RADIUS	CURVE TABLE		CH BEARING	CH DISTANCE
			DELTA	CH BEARING		
C1	78.54'	50.00'	80°00'00"	147°49'48"E	70.71'	
C2	79.28'	50.00'	333°32'24"	N70°22'28"W	28.87'	
C3	108.49'	50.00'	132°08'24"	N47°14'48"E	78.81'	
C4	79.28'	50.00'	333°32'24"	S145°05'56"W	28.87'	
C5	54.30'	35.00'	180°00'00"	N47°49'48"E	49.30'	
C6	70.20'	35.00'	333°32'24"	N70°22'28"W	29.61'	
C7	45.00'	35.00'	48°32'48"	S77°03'12"E	43.82'	
C8	42.65'	35.00'	44°26'36"	N57°12'28"E	41.80'	
C9	51.30'	35.00'	232°32'36"	N08°12'18"W	48.50'	
C10	11.77'	45.00'	121°15'00"	N54°37'00"W	11.77'	
C11	20.50'	35.00'	333°32'24"	S11°58'52"E	20.21'	

* THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR THE ESTATES AT HAWTHORNE MANOR SECTION 5C, DATED MARCH 4, 2014 AND REQUIRES PROPER DRAINAGE AWAY FROM THE FOUNDATION. FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

LOT NO.	MOE
185	836.5 SOUTH (BASIN) SIDE, 841.5 WEST SIDE
186	836.5 SOUTH (BASIN) SIDE, 841.5 EAST SIDE
187	836.5
188	842.8
189	842.8
190	842.8
191	842.8
192	842.8
193	842.0

FOR BENCHMARK, GRADING AND STORM DRAINAGE INFORMATION SEE THE ABOVE REFERENCED IMPROVEMENT PLANS.

CivilPro
Engineers, LLC
Consulting Engineers & Surveyors
4700 Dulco Drive, Suite 100
Mason, Ohio 45450
(513) 388-1728

THE ESTATES AT HAWTHORNE MANOR SECTION 5C SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO

DATE: 6/20/16

SHT 2 OF 3

SCALE: 1 INCH = 50 FEET



May 12, 2020

Hamilton Township
Attn: Kenny Hickey
7780 South State Route 48
Hamilton Township, Ohio 45039

Re: The Estates at Hawthorne Manor Section 5A, 5B, and 5C

Dear Hamilton Township,

Please be advised that the punch list items compiled by inspections for the above have been completed and inspected and found to be satisfactory per Warren County Engineer Regulations.

Your acceptance letter will allow this office to release bonds and turn the streets over for public maintenance.

Per Hamilton Township request our office will e-mail a copy of the Survey Certificate and As-Builts (if required) to your office upon receipt as required prior to issuance of your acceptance letter.

Upon your Subdivision Inspector's report of our final review being acceptable and you concur then please send a letter or e-mail that you are willing to accept the street for public maintenance. In the same token we ask that the township forward any objections to our office within 30-days from the date of this letter.

Sincerely,

Neil F. Tunison, P.E., P.S.
Warren County Engineer

Jason Fisher

Jason Fisher
Subdivision Inspection

Cc: M/I Homes of Cincinnati, LLC, Attn: Casey Kehling (E-Mail only)
Hamilton Twp - Brent Centers, Administrator (E-Mail only)
Soil & Water - (E-Mail only)
File

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

Resolution

Number 20-0765

Adopted Date June 02, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation leave payout for Brandon Coldiron former employee of Facilities Management:

\$140.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management - Vacation Leave Payout)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Facilities Management (file)
OMB

Resolution

Number 20-0766

Adopted Date June 02, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Building and Zoning Fund #11012300 in order to process a sick and vacation leave payout for William Williams former employee of Building and Zoning:

\$6,992.00 from #11011110-5881 (Commissioners – Sick Leave Payout)
into #11012300-5881 (Building and Zoning – Sick Leave Payout)

\$9,021.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012300-5882 (Building and Zoning - Vacation Leave Payout)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building and Zoning (file)
OMB

Resolution

Number 20-0767

Adopted Date June 02, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,000.00 from #11011220-5317 (Non Capital Purchases)
 into #11011220-5318 (DB Approval Non Capital Purchases)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-0768

Adopted Date June 02, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$25,000	from	#11011300-5151	(Pollworkers)
	into	#11011300-5317	(Non Capital Purchase)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-0769

Adopted Date June 02, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS
#11012200 AND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments:

\$35.00	from	11012200-5317	(Non Capital Purchase)
	into	11012200-5318	(Data Bd. Appr. – Non Capital Purchase)

\$4,508.00	from	11012210-5317	(Non Capital Purchase)
	into	11012210-5318	(Data Bd. Appr. – Non Capital Purchase)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

Resolution

Number 20-0770

Adopted Date June 02, 2020

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN THE SOLID WASTE MANAGEMENT DISTRICT FUND #2256

WHEREAS, additional funds are needed to cover anticipated costs; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$11,000.00 from #22564410-5998 (Reserve Contingency)
into #22564410-5820 (Health & Life Insurance)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adjustment file
Solid Waste (file)

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

Resolution

Number 20-0771

Adopted Date June 02, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$618.71	from	#22735100-5460	(Insurance)
	into	#22735100-5400	(Purchased Services)
\$33,599.32	from	#22735100-5830	(Workers Compensation)
	into	#22735100-5400	(Purchased Services)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

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

Resolution

Number 20-0772

Adopted Date June 02, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$23,000.00 from #227351005447 (Child Placement Specialized)
into #227351005317 (Non Capital Purchases)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 20-0773

Adopted Date June 02, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs for a Konica C227 Color Copier to be used at the Waynesville Waste Water Treatment Plant; and

WHEREAS, the Konica C227 Color Copier must be approved through the Warren County Data Board; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$4,500.00	from	55803300-5317	(Non Capital Purchase)
	into	55803300-5318	(Data Board Approv. Non Capital)

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

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

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 20-0774

Adopted Date June 02, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Young – yea
Mr. Grossmann –
yeaMrs. Jones – yea

Resolution adopted this 2nd day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file

Department	Vendor Name	Description	Amount
WAT	SOUTHEASTEN EQUIPMENT	WAT EMERGENCY SKIDSTEER REPAIR	3,540.00
HUM	ABUSE & RAPE CRISIS SHELTER	HUM PRC TANF CONTRACT	51,200.00

6/2/2020 APPROVED:



Tiffany Zindel, County Administrator