

Resolution

Number 24-0212

Adopted Date February 13, 2024

HIRING SHYANNE MCELLEY AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Shyanne McElley, as Protective Services Caseworker II, within the Department of Job and Family Services, Children Services Division, full-time, non-exempt, Pay Range 16, at a pay rate of \$22.39 per hour, effective February 26, 2024, subject to negative background check, drug screen and a 365-day probationary period.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
Shyanne McElley's Personnel file
OMB-Sue Spencer

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

Resolution

Number 24-0213

Adopted Date February 13, 2024

HIRING AMANDA JOHNSON AS A PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Ms. Johnson as a Protective Services Caseworker I.

NOW THEREFORE BE IT RESOLVED, to hire Amanda Johnson as a Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.86 per hour, effective February 20, 2024, subject a background check, drug screen and a 365-day probationary period.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

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

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

Resolution

Number 24-0214

Adopted Date February 13, 2024

APPROVING PAY INCREASE FOR ALDEN PAYZANT BUILDING AND ELECTRICAL INSPECTOR III WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Payzant has passed the Commercial Building Inspector certification from the state of Ohio; and

WHEREAS, it is the desire of the Board to approve a pay increase for Mr. Payzant to \$37.86 per hour.

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Alden Payzant, Building Electrical Inspector III within the Building and Zoning Department to \$37.86 per hour, effective pay period beginning January 27, 2024.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Building Zoning (file)
A. Payzant's Personnel File
OMB-Sue Spencer

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

Resolution

Number 24-0215

Adopted Date February 13, 2024

**APPROVING A TEMPORARY PAY INCREASE FOR ARRON TATE WITHIN THE WATER
AND SEWER DEPARTMENT**

WHEREAS, the Superintendent over Water Distribution is off due to an extended medical leave and the Deputy Sanitary Engineer has recommend a temporary increase for foreman, Arron Tate due to him taking on the necessary duties to keep the division running effectively and efficiently while the superintendent is out.

NOW THEREFORE BE IT RESOLVED, to approve the temporary pay increase for Arron Tate to \$39.61 per hour within the Water and Sewer Department effective pay period beginning February 10, 2024.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR:

cc: Water and Sewer' file
A. Tate' Personnel file
OMB – Sue Spencer

Resolution

Number 24-0216

Adopted Date February 13, 2024

AMENDING RESOLUTION #23-1110, ADOPTED AUGUST 29, 2023, TO REFLECT THE CORRECT PAY GRADE FOR ADMINISTRATIVE CLERK CAYDEN WESTENDORF WITHIN CHILDREN SERVICES

WHEREAS, pursuant to Resolution #23-1110, adopted August 29, 2023, the pay grade was listed as a ten (10) for the Administrative Clerk position, the correct pay grade is seven (7).

NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-1110, adopted August 29, 2023, to reflect the correct pay grade seven (7).

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: C. Westendorf's Personnel file
Children Services (file)
S. Spencer

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

Resolution

Number 24-0217

Adopted Date February 13, 2024

**APPROVING NOTICE OF INTENT TO AWARD BID TO DDK CONSTRUCTION FOR THE
MCCLURE ROAD BRIDGE REHABILITATION PROJECT**

WHEREAS, bids were closed at 9:30 a.m., on February 06, 2024, and the bids received were opened and read aloud for the McClure Road Bridge Rehabilitation Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Roy Henson, Bridge Engineer, DDK Construction has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to, DDK Construction, 7259 Dog Trot Road, Cincinnati, Ohio 45248 for a total bid price of \$507,530.50; and

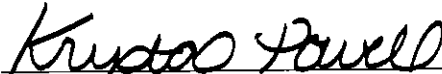
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 24-0218

Adopted Date February 13, 2024

AWARDING BID TO WATER SOLUTIONS UNLIMITED, AND CHEMICALS INC, USA.
FOR THE 2024 SEWER TREATMENT CHEMICALS PROJECT

WHEREAS, bids were closed at 9:15 a.m., on February 08, 2024, and the bids received were opened and read aloud for the 2024 Sewer Treatment Chemicals Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Zeiher, Business Manager, Chemicals Inc. USA and Water Solutions Unlimited have been determined to be the lowest and best bidders.

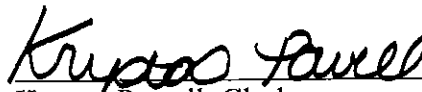
NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the bid to Chemicals Inc. USA, 270 Osborne Drive, Fairfield, Ohio 45014 for a bid price of \$3.15 per gallon of Sodium Bisulfite (NaHSO₃) 38%. It is also the intent of this Board to award the bid to Water Solutions Unlimited, 8824 Union Mills Drive, Camby, Indiana 46113, for a bid price of \$2.35 per gallon of Sodium Hypochlorite (NaOCL) 12.5% and \$3.50 per gallon of Ferric Chloride (FeCl₃) Solution DWG 38%.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Chemicals Inc. USA
c/a—Water Solutions Unlimited
Water/Sewer (file)
OMB Bid file

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

Resolution

Number 24-0219

Adopted Date February 13, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH LEBANON CORRECTIONAL INSTITUTION ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES


BE IT RESOLVED, to authorize the President of the Board to sign the Local Support Agency Memorandum of Understanding with Lebanon Correctional Institution on behalf of Warren County Emergency Services; as attached hereto and made a part hereof.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: C/A—Lebanon Correctional Institution
Emergency Services (file)



**Local Support Agency Memorandum of Understanding
With
Lebanon Correctional Institution (LeCI)**

Date: 2-13-24

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane, and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Lebanon Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident. However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be always available.

NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at 513-695-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. Assistance needed (type, kind, quantity, and time to report).
 - c. The location to which they are to respond.

Lebanon Correctional Institution
3791 State Route 63
PO Box 56
Lebanon, Ohio 45036 U.S.A.

Warden Douglas Lundeke
513.1932.1211
drc.leci@drc.state.oh.us



- d. The person whom they are to report to upon arrival.
- e. A contact name and number.

C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Lebanon Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Lebanon Correctional Institution at 513-932-1211 and request for the Shift Commander in charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. Assistance needed (type, kind, quantity, and time to report).
 - c. The location to which they are to respond.
 - d. The person whom they are to report to upon arrival.
 - e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

- A. The Personnel Resource response by the agency to the prison is as follows:
 - 1. Director of Emergency Services
 - 2. Emergency Management Operations Manager
 - 3. LEPC Coordinator
 - 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Command
- B. The Equipment Resource response by the agency to the prison is as follows:
 - 1. 800 MHZ Radios which include the Marcs and Warren County Systems
 - 2. Cellular Telephones
- C. The Support Services capabilities of the agency to the prison is as follows:



1. Acquisition Resources
2. On Scene Resource Coordination
3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on the Ohio MARCS system.

The Lebanon Correctional Institution resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

- A. The Support Services capabilities of Lebanon Correctional to Warren County is as follows:
1. Lebanon Correctional Institution can provide additional manpower by providing level 1 security inmates to assist with debris cleanup as the result of a natural disaster.
 2. In the need of an emergency evacuation of the Warren County Jail Lebanon Correctional Institution can provide up to seven (7) – twelve (12) passenger transportation vans.

IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support

Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. To maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

V. Annual Review of the Memorandum of Understanding

Lebanon Correctional Institution
3791 State Route 63
PO Box 56
Lebanon, Ohio 45036 U.S.A.


Warden Douglas Luneke
513 | 932-1211
drc.LcCI@odrc.state.oh.us



The Lebanon Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and employees shall not be liable to ODRC, its' employees, agents, or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

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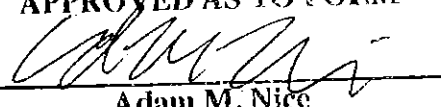
Warren County Commissioner

2-13-24

Date

Douglas Luneke

Warden Doug Luneke

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 24-0220

Adopted Date February 13, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH WARREN CORRECTIONAL INSTITUTION ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to authorize the President of the Board to sign the Local Support Agency Memorandum of Understanding with Warren Correctional Institution on behalf of Warren County Emergency Services; as attached hereto and made a part hereof.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren Correctional Institution
Emergency Services (file)



**Local Support Agency Memorandum of Understanding
With
EMA & Warren Correctional Institution (WCI)
January 9, 2024**

The Ohio Department of Rehabilitation and Correction Protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During the course of our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The Purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Warren Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident. However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.

NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at (513) 695-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
 - a. The nature of the Critical Incident
 - b. The assistance needed (type, kind, quantity, and time to report).
 - c. The location to which they are to respond.

Warren Correctional Institution
5787 State Route 63
Lebanon, OH 45036

513 | 932 3388

drc.wci@odrc.state.oh.us



- d. The person to whom they are to report to upon arrival.
- e. A contact name and number.

C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Warren Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Warren Correctional Institution at (513) 932-3388 and request for a Shift Commander in charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Personnel Resource response by the agency to the prison is as follows:

- 1. Director of Emergency Services
- 2. Emergency Management Operations Manager
- 3. LEPC Coordinator
- 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Commander

B. The Equipment Resource response by the agency to the prison is as follows:

- 1. 800MHz Radios which include the Marcs and Warren County Systems
- 2. Cellular Telephones



C. The Support Services capabilities of the agency to the prison is as follows:

1. Acquisition Resources
2. On Scene Resource Coordination
3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on a Motorola 800 MHz Trunked Radio System. This is a 15-channel trunking system. There is no specific "Primary Frequency". Warren County's system can be patched into the Ohio MARCS system.

The Local Support Agency resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Warren Correctional to Warren County is as follows:

1. In the need of an emergency evacuation of the Warren County jail, Warren Correctional Institution can provide four (4) - twelve (12) passenger transportation vans, and one (1) forty-two (42) passenger HUB bus. The HUB bus will be provided by WCI only if it is not being utilized by the institution at the time of the emergency evacuation.

IV. Prison/ Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency's assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support Agencies,

Warren Correctional Institution
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Lebanon, OH 45036

513 | 932 3388

drc.wci@odrc.state.oh.us



a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. To maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

V. Annual Review of the Memorandum of Understanding

The Warren Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and Employees shall not be liable to ODCR, its employees, agents, or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

Capt. B. Teague
Warren Correctional Institution

Date: 1/9/24

*

Warren County Board of Commissioners

Date: 2-13-24

Warren County Prosecutor's Office

Date: 1/18/24

Warren Correctional Institution
5787 State Route 63
Lebanon, OH 45036

513 | 932 3388

drc.wci@odrc.state.oh.us

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

Resolution

Number 24-0221

Adopted Date February 13, 2024

ENTERING INTO A COOPERATIVE AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO, AND THE WARREN COUNTY TID FOR CONSTRUCTION OF IMPROVEMENTS TO FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD

BE IT RESOLVED, to approve a cooperative agreement between Warren County, the Warren County Transportation Improvement District and Hamilton County for Construction of Improvements to Fields Ertel Road between Snider Road and Wilkens Boulevard, Project No. 501715; as attached hereto and made a part hereof.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Transportation Improvement District (file)
c/a—Hamilton County
Engineer (file)
Hamilton County Engineer

**AMENDMENT NO. 3 TO JOINT AGREEMENT BETWEEN HAMILTON COUNTY
AND WARREN COUNTY FOR THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS
TO
FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD**

PROJECT No. 501715

The JOINT AGREEMENT entered into on March 21, 2018, and as amended on February 2, 2021 and September 28, 2021, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as "HAMILTON COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as the "HAMILTON COUNTY ENGINEER", and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY", on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN COUNTY ENGINEER", is hereby further amended as follows:

HAMILTON COUNTY, WARREN COUNTY and THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, hereinafter referred to as the "WCTID" agree:

- 1) The WCTID is hereby added as a party to the Joint Agreement, pursuant to Ohio Revised Code Sections 5540.02 (F); 5540.03 (A)(4), (8), (10), (13), and (14); and, 5540.18 and other applicable sections, and in accordance therewith HAMILTON COUNTY, WARREN COUNTY and THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (collectively referred to hereinafter as the "Parties") acknowledge and agree that the WCTID shall oversee and administer, in coordination and cooperation with the WARREN COUNTY ENGINEER and the HAMILTON COUNTY ENGINEER, the construction phase of the Fields-Ertel Road between Snider Road and Wilkens Blvd Project ("PROJECT"), including, but not limited to, advertising for bids, accepting bids and awarding a construction services contract for constructing the PROJECT improvements in accordance with and as further set forth in plans and documents on file with the WARREN COUNTY ENGINEER, the HAMILTON COUNTY ENGINEER and the WCTID and as further authorized by the WCTID Board of Trustees at such times as appropriate and upon confirmation of the deposit with the WCTID of the required local match cost shares in the following amounts:
- 2) PROJECT construction cost is currently estimated to be in the total amount of \$16,866,486.41, which includes, but is not limited to, construction administration, utility relocation, and labor and materials to construct the PROJECT.
- 3) WARREN COUNTY in coordination with HAMILTON COUNTY applied for and obtained federal Surface Transportation Block Grant funds in the amount of \$5,400,000.00 allocated by the Ohio Kentucky Indiana Regional Council of Governments ("OKI") to be applied towards the PROJECT construction costs, which OKI funding requires a local match share of 25% from HAMILTON COUNTY, in the amount of \$ 2,700,000.00 (the "HAMILTON COUNTY SHARE") and of 25% from WARREN COUNTY, in the amount of \$2,700,000.00 (the "WARREN COUNTY SHARE"), for a total local match share amount of \$5,400,000.00.
- 4) The HAMILTON COUNTY ENGINEER has applied for and obtained an Ohio Public Works Commission ("OPWC") grant in the amount of \$3,330,850.00 for PROJECT construction costs, which will be credited towards the HAMILTON COUNTY SHARE of the required local match cost (the "Hamilton County OPWC Credit").
- 5) The WARREN COUNTY ENGINEER also applied for and obtained an OPWC grant in the amount of \$800,000.00 for PROJECT construction costs which will be credited towards the required WARREN

COUNTY SHARE of the local match cost (the "Warren County OPWC Credit").

- 6) The Parties further acknowledge, agree, ratify and confirm that the WCTID will act as the Ohio Department of Transportation ("ODOT") designated Local Public Agency ("LPA") for the Project and the WCTID, by and through its Board of Trustees shall take all actions and follow the requirements and regulations mandated by ODOT in its capacity as the Project LPA for implementing, managing and inspecting the construction phase of the Project, in coordination and cooperation with the WARREN COUNTY ENGINEER, the HAMILTON COUNTY ENGINEER and in accordance with the ODOT LPA agreement and other provisions of applicable law, to be entered into between ODOT and the WCTID upon confirmation of the availability of the Local Match Cost Shares from HAMILTON COUNTY and WARREN COUNTY
- 7) The WCTID will invoice HAMILTON COUNTY for the remaining amount of the HAMILTON COUNTY SHARE, after application of the OPWC Credit, in the amount of \$2,402,393.21 and HAMILTON COUNTY shall deposit this amount with the WCTID on or before the June 1, 2024.
- 8) The WCTID will invoice WARREN COUNTY for the remaining amount of the WARREN COUNTY SHARE, after application of the OPWC Credit, in the amount of \$4,933,243.21 and HAMILTON COUNTY shall deposit this amount with the WCTID on or before the June 1, 2024.
- 9) Each contractor pay request will be approved by the HAMILTON COUNTY ENGINEER, the WARREN COUNTY ENGINEER and the WCTID. Within 45 days after the contractor's final pay request is issued, excess funds will be returned, or final invoice will be issued for payment of any overruns to Hamilton County and Warren County.

This AMENDMENT NO. 3 TO JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

All other obligations of the Joint Agreement shall remain in full force and effect, except as provided herein. In the event any conflict or dispute arises between the Joint Agreement and this Amendment, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment.

WARREN COUNTY:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by David G. Young, its President, pursuant to Resolution No. 24-0221, dated February 13 2024.

RECOMMENDED BY:

WARREN COUNTY ENGINEER

BY: Neil F. Tunison

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

TITLE: County Engineer

AGREED TO BY:

BOARD OF COMMISSIONERS
OF WARREN COUNTY, OHIO

BY: * David G. Young

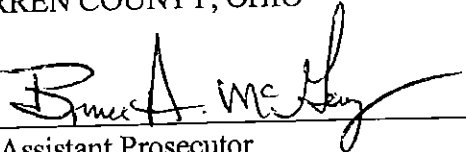
NAME: David G. Young

TITLE: President

DATE: 2/9/2024

DATE: _____

Approved as to Form:
DAVID P. FORNSHELL, PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: 
Assistant Prosecutor

HAMILTON COUNTY:

By: _____
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: _____
County Administrator

Approved as to Form:

By: _____
Assistant County Prosecutor

THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT:

By: _____
Chairperson, WCTID Board of Trustees

Approved as to Form:

By: _____
WCTID Legal Counsel

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

Resolution

Number 24-0222

Adopted Date February 13, 2024

APPROVING A MAINTENANCE AND SUPPORT AGREEMENT WITH JAVS (JUSTICE AV SOLUTIONS)

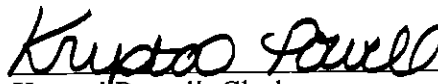
BE IT RESOLVED, to approve and enter into a Maintenance and Support Agreement with JAVS (Justice AV Solutions) relative to the recording equipment in the Commissioners' Meeting Room; said agreement attached hereto and made a part hereof.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: C/A—JAVS (Justice AV Solutions)
OMB (file)



Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and **Warren County Board of Commissioners** "Customer" located in **Lebanon, OH** for the period of **January 1, 2024**, extending through **December 31, 2024**.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;":

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

A. DEFINITIONS

- *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- *Support*-Remote phone and online troubleshooting and diagnostics.
- *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides online PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer's location.

2. Response Times. In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to the Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by the Customer and JAVS. For clarification, the priority levels are described in Attachment B.
3. Extended Warranty. **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation.**
JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

Non-warranted equipment:

JAVS provided and installed equipment older than 5 years old, based on the date of installation.

JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of a new recorder at client expense. For replacement items purchased from JAVS, JAVS will provide labor at no charge.

Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit has optional coverage directly through Polycom and is separate from this agreement.

JAVS service technicians will perform updates on software as needed for the Polycom Codec. However, JAVS service technicians can only provide feature updates to Polycom Systems that have a current active Polycom Certificate of Coverage. After the expiration of the initial warranty, separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@javs.com to request a quote.

4. On-site Warranty Support. JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed in Attachment A.

5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a customer-appointed representative to occur during regular business hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors, and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. *
2. Normal wear and tear items such as backup UPS batteries and projector lamps. *
3. Consumable items such as batteries, CDs, DVDs, printer paper, and print cartridges. *
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. *
5. Upgrades of Systems that would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. *
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. *
8. Customer-provided or non-JAVS certified equipment, hardware, and software. *
9. Moving of equipment. *
10. Customer requested on-site advanced training. *
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) *
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. *
14. Shipping delays for repair, loaner, or replacement parts and equipment.

*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

FEES/PAYMENTS for exclusions

A fee of \$150.00 per hour (1-hour minimum) plus *Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

D. TERMS

1. Effective Date. The Agreement begins **January 1, 2024**, and will continue for a period of **1 year** thereafter.
2. Fees; Payments. In consideration of JAVS provision of the Services, the Customer pays a fixed fee of **\$11,612.00** "Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

MAINTENANCE FEE BREAKDOWN
Warren County Board of County Commissioners
Contract Period: January 1, 2024 - December 31, 2024
MAC-00492

Courtroom				
Number/Location	SID#	System Description	Maintenance Fee	
1	Board of County Commissioners	SID-89590	HDX Recording System	\$ 11,612.00

TOTAL \$ 11,612.00

Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

3. Billing of Excluded Services. A fee of \$150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.
4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that the agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to the Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

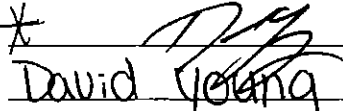
F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

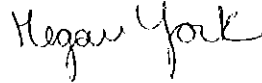
G. DISPUTE RESOLUTION

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/>, or via telephone at 800-474-2371).

ACCEPTED BY CUSTOMER
Warren County Board of Commissioners

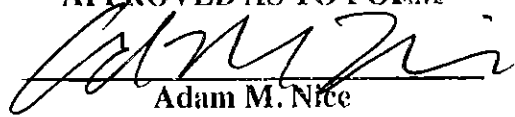
Signature * 
Name David Young
Title President
Date 2-13-24
Phone # 513-695-1250
Email _____

ACCEPTED BY JAVS
Justice AV Solutions


Signature _____
Name Megan York
Title Contract Administrator
Date September 25, 2023
Phone # 502.489.5118
Email Megan.york@javs.com

ACCEPTED BY CUSTOMER
Additional Court Representative (if required by court)

Signature _____
Name _____
Title _____
Date _____

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Customer contact for scheduling of maintenance/repair

Name _____
Title _____
Phone _____
Email _____

ACCEPTED BY CUSTOMER

Warren County Board of Commissioners

Signature _____
 Name _____
 Title _____
 Date _____
 Phone # _____
 Email _____

ACCEPTED BY JAVS

Justice AV Solutions

Signature Megan York Megan York
 Name Megan York
 Title Contract Administrator
 Date September 25, 2023
 Phone # 502.489.5118
 Email Megan.york@javs.com

ACCEPTED BY CUSTOMER

Additional Court Representative (if required by court)

Signature _____
 Name _____
 Title _____
 Date _____

Customer contact for scheduling of maintenance/repair

Name _____
 Title _____
 Phone _____
 Email _____



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

Warren Co. Board of Co. Commissioners
Lebanon, OH

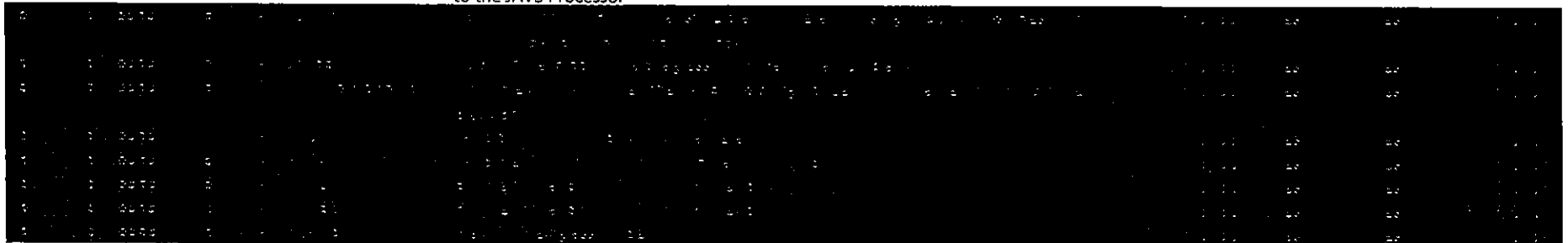
Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
JAVS HDX RECORDING SYSTEM								
30000	SID-89590	1	JAV-CENTRO-HDX	JAVS HD video switcher 8/4 in, 6/3 out (HD-SDI/HDMI)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-CENTRO-AO	JAVS Centro AO Ethernet Controlled Audio Processor - Base Unit with Centro AO software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AVIX-1204	AVIX Video Switching Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-BE550G	APC Back-UPS BE600M1, 600VA, 120V,1 USB charging port	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TSD-DCPD	DC power distribution for TSD device 9-24v DC	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TSD-RMK	TSD Series Rack Mount Kit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ATW-1302	Wireless Microphone Bundle with 1 Handheld Microphone. Includes: ATW-RC13 Rack-mount receiver chassis ATW-RU13 receiver unit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ATW-1322	ATW-T1002 handheld dynamic microphone/transmitter Wireless Microphone Bundle With 2 Handheld Microphones Includes: ATW-RC13 Rack-mount receiver chassis ATW-RU13 x2 receiver unit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	13	JAV-BBD1694-3B	ATW-T1002 v2 handheld dynamic microphone/transmitter Premium Belden 1694A Digital Video BNC Cable 3 ft	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-USB2-AA-3ST	USB 2.0 A to A Cable 3ft	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-MVGA15P-P-6HR/A	Pro AV/IT Series Micro VGA HD15 plug to plug w/audio cable 6ft	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AFS2	Dual Channel Advanced Feedback Suppression Processor	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-36131	1/8" or 3.5mm Headphone Jack to 3-Pin Screw Terminal for VGA Insert	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-17288	Black HDMI pass through snap-in connector	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-26968	VGA Cable, HD-15 (Connector) Female chassis mount to Male, 6'	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-18121	Symphony Clamp-On Table Box - Stock Box w/ (2) AC Outlets, (1) Dual USB Charging Ports & 6' AC Cable - Aluminum Housing w/ Black End Caps (Requires Inserts)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-DRMK	Dual Rack Mount Kit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	6	JAV-JC-20HD	JAVS SDI/HD CCTV Box Color Camera	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	12	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	3	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAVS Processor	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-PLX-CB	FlexMic Plexiglass - C Bend	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-REC8-HD-M	JAVS HD AIO Multichannel Recorder 720P	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-REC8-HD-S	JAVS Recorder 8 with HD Video & Stereo Audio Recorder	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-S8S	Scheduler 8 Session Scheduling Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-V15P	Viewer 2015 Pro	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-CSA-240Z	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	1/29/2021	Yes	Yes	1/29/2026



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

Warren Co. Board of Co. Commissioners
Lebanon, OH

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
30000	SID-89590	8	JAV-LCT-81CT	Low-Profile Lay-In 2' x 2' Ceiling Tile Loudspeaker w/ 8 inch Driver	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	2	JAV-JG9	JAVS Slim Line Power Strip and Conditioner	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	7	JAV-C-A35M/IRE-10	3.5mm (M) to 1 IR Emitter Cable - 10'	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-DIP-31	4K60 4:2:0 HDMI & VGA Auto Switcher	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-KT-107	7-Inch tabletop/in-wall Touch Panel w/ POE	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SL-280	32-Port S1 smart controller	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-VM-2H2	4K HDMI 1:2 distribution amplifier with HDCP2.2 and HDMI2.0 support	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-VS-M2812-2	2.8-12mm Varifocal F1.4 CS Mount with Auto-Iris (For HD Camera)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-VS-M550-4	5-50mm Varifocal F1.6 CS Mount with Auto-Iris (For HD Camera)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-28-19387	AC/DC Power Supply, 1 Output, 60 W, 12 VDC, 5 A	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-PTRK-21	21 RU Portable Rolling Rack with Locking Front & Rear Doors Depth: 21.5" Height: 45.91" Width: 22.59"	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-PTRK-RR21	Rear rail kit for PTRK portable rack	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	4	JAV-UTR1-MP	Half Depth, single Rack space shelf	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	2	JAV-VTF1	1 Gang Single Equipment Rack Blank Perforated	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-GS116LP-100NAS	Netgear 16-Port 76W PoE/PoE+ Gigabit Ethernet Unmanaged Switch	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ED1000RTL2U	1000 VA On-Line UPS 8 Outlets	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ACC-320	Power Strip for the LCD Monitor Cart	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	6	JAV-CMR410	Camera Mount 7"	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-LED-1562HD	15.6" LED LCD Monitor 16:9 - 8 ms	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-B203-101-PNP	1-Port Plug-and-Play USB 2.0 over Cat5/Cat6 Extender Kit, Transmitter & Receiver, USB up to 164 ft. (50 m), TAA	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	8	JAV-SK40RUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AVBC	Vaddio AV Bridge Conference (for Skype Integration)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-10004893	SDI H.264/H.265 1080p60 HEVC Streaming Encoder	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SR598	Flat panel cart for 55" to 98" screen	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-IFP9850	98" Display, 3840 x 2160 Resolution, 350 cd/m2 Brightness	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TP-780T	4K60 4:2:0 HDMI HDCP 2.2 PoE Transmitter with RS-232 & IR over Long-Reach HDBaseT	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TP-789R	4K60 4:2:0 HDMI HDCP 2.2 Bidirectional PoE Receiver with RS-232 & IR over Long-Reach HDBaseT	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAVS Processor	1/29/2021	Yes	Yes	1/29/2026





CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

Warren Co. Board of Co. Commissioners
Lebanon, OH

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
1	0070	1						
2	0070	1						
3	0070	1						
4	0070	1						
5	0070	1						
6	0070	1						

ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness, or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views, and user settings;	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visits

*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

**An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives at the Customer's agreed-upon appointment for the initial on-site repair.

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

Resolution

Number 24-0223

Adopted Date February 13, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN THE SERVICE QUOTE WITH BUCKEYE POWER SALES CO., INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Buckeye Power Sales Co., Inc. will repair the generator at Washington Township tower site due to radiator seepage.

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the attached quote from Buckeye Power Sales Co., Inc. for the generator repair on behalf of Warren County Telecommunications as attached hereto and made part hereof.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Buckeye Power Sales Co., Inc.
Telecom (file)



Buckeye Power Sales Co., Inc.
 4992 Rialto Road
 West Chester, OH 45069
 USA

Service Quote SRE82865

Status Pending
 Order Date 01/23/24
 Order Time 2:43:54 PM
 Expiration Date 02/23/24
 Contract No.

Phone No. 513.755.2323
 Fax No. 513.755.4515

Service Quote
 Page 1

Sell To Warren County Commissioners (E)
 Building Services
 406 Justice Drive
 Lebanon, OH 45036
 USA

Ship To Warren Co. Washington Township
 6415 Wilmington Rd.
 Oregonia, OH 45054
 USA

Phone No. 513-933-1313 Equipment Contact
 E-Mail accountspayable@wcoh.net Phone No.
Invoice to Warren County Commissioners (E) **Description** REPLACE RADIATOR

Comments: EST TO REPLACE RADIATOR DUE TO SEEPAGE, NOTE: RADIATOR WAS REPLACED 1-30-2023
 CUSTOMER WAS INQUIRING ABOUT WARRANTY AND I TOLD HIM IT WAS ONLY 90 DAY
 WE WILL REUSE COOLANT AS IT IS FAIRLY NEW
 SJMII

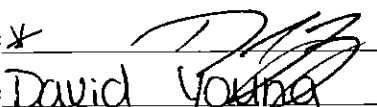
Equipment No. / Serial No.	Description	Manufacturer / Model	Component Code	Modifier Code	Job Code	Warranty Code	Repair Status Code
EQ1001391 SGM324L8N	30REZG, 30 kW, 60 Hz	KOH-E 30REZG	1202		014 No		QNLAB
			FIX/REPAIR GENERATOR				

Type No. Description
 Item KHGM52728 Radiator Assembly
 Resource QUOTE Quoted Labor

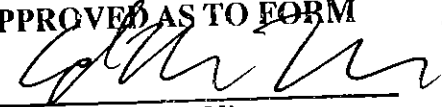
EQ1001391 SGM324L8N	30REZG, 30 kW, 60 Hz	KOH-E 30REZG	1202		014 No		QNLAB
			FIX/REPAIR GENERATOR				

Type No. Description
 Charge PEC Emergency Order Charge - Parts
 Charge PFI Freight-In - Parts

Service Order Total Amount: 1,685.27

Your PO No: _____
 Signature: * 
 Print Name: David Young
 Company/Title: President Warren County Commissioners
 Date: 2-13-24

APPROVED AS TO FORM


 Adam M. Nice
 Assf. Prosecuting Attorney

Quote No: SRE22865

Customer Name: Warren County Commissioners (E)

**BUCKEYE POWER SALES CO., INC.
SERVICE TERMS & CONDITIONS**

ARTICLE ONE: PAYMENT AND RATES

- 1.01 Customer shall pay the Tax, Labor, Travel and Customer Rates set forth above within thirty (30) days of the date of service. Any balance that remains outstanding as of thirty (30) days from the date of service shall be subject to a late fee of Five Percent (5%) of the total outstanding balance.
- 1.02 Replacement parts will be billed at prices prevailing at time of use.
- 1.03 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Services, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TOTALITY

- 3.01 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.

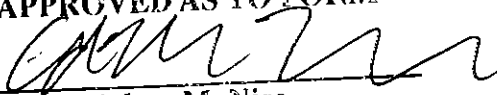
~~3.02 Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods; however, Customer shall not be required to indemnify to the extent it is determined through final adjudication that Indemnitees were negligent or otherwise liable for such Claim.~~

~~3.03 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~

- 3.04 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

Please Note: Availability of quoted items and lead times are subject to change without notice due to rapidly changing supply chains.

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 24-0224

Adopted Date February 13, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO E-SIGN THE OHIO TRANSIT PARTNERSHIP PROGRAM 2024 GRANT CONTRACT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Warren County has been awarded Grant Number OTPP-0123-GRF-241, OTPP-0123-GRF-242, OTPP-0123-GRF-243 from Ohio Department of Transportation under the Ohio Public Transportation Grant Program.

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Grants Director to electronically sign the Ohio Transit Partnership Program 2024 Grant # OTPP-0123-GRF-241, OTPP-0123-GRF-242, OTPP-0123-GRF-243 with the Ohio Department of Transportation under the Ohio Public Transportation Grant Program, as attached and made a part hereof; and

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

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: C/A—ODOT
Transit (file)
ODOT



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, *Governor* Jack Marchbanks, Ph.D., *Director*

1980 W. Broad Street, Columbus, OH 43223
614-466-7170
transportation.ohio.gov

October 2, 2023

Shannon Jones, County Commissioner
Warren County Commissioners
406 Justice Drive
Lebanon, OH 45036

Dear Ms. Jones,

The Ohio Department of Transportation (ODOT) is pleased to inform you that \$73,200 has been awarded to the Warren County Commissioners. These funds originate from the Ohio Transportation Partnership Program (OTP2) using state general revenue funds and will assist in financing your project(s).

The Office of Transit is utilizing electronic signature capability to implement contracts. Please look in your inbox for an email from eGovsign to sign your SFY2024 OTP2 contract electronically.

If you have any questions or require additional information, please contact Spencer Smith at 614-387-0727 or spencer.smith@dot.ohio.gov.

Respectfully,

E-SIGNED by Chuck Dyer
on 2024-01-26 13:16:42 GMT

Charles Dyer, Administrator
Office of Transit

Excellence in Government
ODOT is an Equal Opportunity Employer and Provider of Services



OHIO DEPARTMENT OF TRANSPORTATION

Ohio Transportation Partnership Program SFY2024 Grant Program Year Grant Agreement

Awarding Agency:

State of Ohio

Department of Transportation

Recipient:

Warren County Commissioners

ODOT FAN Number:

OTPP-0123-GRF-241

OTPP-0123-GRF-242

OTPP-0123-GRF-243

ODOT PID:

111793

Contract Data Sheet

Data Field	Data Field Name	Data Information
1	ODOT - BlackCat Contract Number	N/A
2	Recipient Name	Warren County Commissioners
3	Recipient's Unique Entity Identifier (DUNS #)	VK7ZTVZ8EE51
4	Recipient OAKS Vendor #	0000052991
5	Recipient OAKS ADDR CD #	004
6	Recipient Street Address 1	406 Justice Drive
7	Recipient Street Address 2	
8	Recipient City, State, and ZIP Code	Lebanon, OH 45036
9	Recipient County	Warren
10	ORC Section #	5501.07
11	ODOT Date of award to the Recipient	10/01/2023
12	State Award Period of Performance Start Date	01/01/2024
13	State Award Period of Performance End Date	6/30/2025
14	Total Amount of the State Award committed to the Recipient	\$73,200
15	State Award Project Description	Replacement Van Match Expansion Van Match (2) Replacement Bus Match (2)
16	Name of State Awarding Agency	Ohio Department of Transportation
17	Contact Information for State	Spencer Smith, 614-387-0727
18	ODOT Grant Program Name	SFY2024 Ohio Transportation Partnership Program
19	ODOT Grant Program Year	SFY2024
20	Identification of whether the award is R&D	N/A
21	ODOT PID #	111793
22	Authorizing Official	Shannon Jones
23	Authorizing Official's Email Address	shannon.jones@co.warren.oh.us
24	Receive a Copy of the Contract	Susanne Mason
25	Copied Person's Email Address	Susanne.mason@co.warren.oh.us

Project Data Sheet

Project 1

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
OTPP-0123-GRF-241	Replacement Van Match	11.12.15	\$8,000	100%
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$8,000	N/A	N/A	N/A	N/A

Internal Use Only			
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4TG7	N/A	711793

Project 2

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
OTPP-0123-GRF-242	Expansion Van Match (2)	11.13.15	\$16,000	100%
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$16,000	N/A	N/A	N/A	N/A

Internal Use Only			
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4TG7	N/A	711793

Project 3

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
OTPP-0123-GRF-243	Replacement Bus Match (2)	11.12.04	\$49,200	100%
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$49,200	N/A	N/A	N/A	N/A

Internal Use Only			
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4TG7	N/A	711793

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STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
MAIL STOP 3110
OHIO REVISED CODE SECTION 5501.07
OPERATING/CAPITAL/PLANNING GRANT

In consideration of the mutual covenants, promises, representations and warranties set forth herein, the State of Ohio, Department of Transportation and the Warren County Commissioners agree as follows:

ARTICLE 1

DEFINITIONS

ADA: Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under the Ohio Revised Code Section 5501.07 – Ohio Transportation Partnership Program containing all necessary information and meeting all requirements set forth in the Program and submitted to ODOT.

Audit Finding: the deficiencies which the auditor is required by 2 C.F.R. 200.516 paragraph (a) to report in the schedule of findings and questioned costs.

Auditee: any non-Federal entity that expends Federal awards which must be audited under 2 C.F.R. 200 Subpart F.

Auditor: an auditor who is a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards.

CFDA: the Catalog of Federal Domestic Assistance.

C.F.R.: the Code of Federal Regulations.

Capital Assets: the tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with generally accepted accounting principles.

Capital Expenditures: the expenses to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

Contract: a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

Contractor: an entity that receives a contract; including any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

Corrective Action: any action taken by the auditee that: corrects identified deficiencies; produces

recommended improvements; or demonstrates that audit findings are either invalid or do not warrant auditee action.

Cost Allocation Plan: the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. See Appendices IV, V, or VII in 2 C.F.R. 200 for guidance.

Cost Sharing or Matching: the portion of project costs not paid by Federal funds (i.e.: local match)

Criteria: The Ohio Transportation Partnership Program Criteria, Application Instructions and Application for FY2022 and FY2023.

DBE: a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DUNS: the Data Universal Numbering System

Eligible Applicant: an Ohio private Nonprofit Organization registered with Ohio's Secretary of State as defined in Chapter 1702 of the Ohio Revised Code; a current participant in Ohio's Coordination Program; or a public body which certifies that there are no private nonprofit corporations in the area able to provide the service; an agency which provides public transportation as defined in the Ohio Revised Code Section 5501.01.

Eligible Assistance: expenditure categories that may be reimbursed through the Program including Capital, Operating, and Planning Expenses.

Federal Award: the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity (Program funds awarded to the Recipient).

Federal Awarding Agency: the Federal agency that provides a Federal award directly to a non-Federal entity.

Federal Award Date: the date when the Federal award is signed by the authorized official of the Federal awarding agency.

Federal Interest: the dollar amount that is the product of the: Federal share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

Federal Share: the portion of the total project costs that are paid by Federal funds.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with 2 C.F.R. Part 200 Subpart F as applicable.

FTA: the Federal Transit Administration of US DOT.

Grant Agreement: a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity including this Agreement. ("Agreement")

Indirect Costs: those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Indirect Cost Rate Proposal: the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

Invoice: a request made by the Recipient for reimbursement of Project expenses.

Milestone Date: Goal date(s) which are set by the Recipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

Non-Federal Entity: a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Recipient.

Nonprofit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

ODOT: the Ohio Department of Transportation.

OMB: the Executive Office of the President, Office of Management and Budget.

Operating Expense: the costs directly related to system operations which may be broken down into operating and administration.

Pass-Through Entity: a non-Federal entity that provides a Award to a Recipient to carry out part of a Federal program.

Period of Performance: the time during which the non-Federal entity may incur new obligations to carry out work authorized under the Federal award.

Planning Expenses: the expenditures to acquire external planning services or expenditures related to a subrecipient directly performing planning activities awarded under this agreement including marketing, materials, and staff time.

Program: the Ohio Transportation Partnership Program.

Project Cost: the total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Project Equipment: the physical items obtained through the Projects funded in this Contract which includes vehicles and equipment.

Projects: The projects funded by this Contract identified in the Contract Data Sheet and Project Data Sheet defined above.

Public Transportation System: a publicly owned or operated transportation system using buses, rail vehicles, or other surface conveyances to provide a transportation service to the general public on a regular and continuing basis.

Questioned Cost: a cost that is questioned by the auditor because of an audit finding: which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Real Property: the land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment funded in this Contract.

Standard Assurances: the assurances enumerated in FTA Circular 5100.0, 9030.1, 9040.1, 9070.1, as may be amended.

State Award Date: the date when the State award is signed by the authorized official of the Ohio Department of Transportation.

State Fiscal Year: the State of Ohio fiscal year from July 1 to June 30.

State Interest: the dollar amount that is the product of the: State share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

State Share: the portion of the total project costs that are paid by State funds.

Award: an award provided by a pass-through entity to a Recipient for the Recipient to carry out part of a Federal or State award received by the pass-through entity. An Award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient: a non-Federal entity that receives a Award from a pass-through entity to carry out part of a Federal or State program; but does not include an individual that is a beneficiary of such program.

Termination: the ending of a Federal or State award, in whole or in part at any time prior to the planned end of period of performance.

Third-Party In-Kind Contributions: the value of non-cash contributions that: benefit a federally assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Transit Service: The portion of service provided by Public Transportation Systems which is eligible for Grant Funds and for which a fare is charged. It must be operated primarily for, and advertised to, the general public over specifically designated routes or within a designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and must be provided with vehicles designed for transporting nine or more seated adult passengers or provided as part of a 49 USC Section 5307 or 5311 funded project. Specialized Transportation Service is not Transit Service.

Transportation Development Credit (TDC): federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding.

US DOT: the United States Department of Transportation or any of its administrations.

ARTICLE II

SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital, operating, and planning financial assistance from ODOT to the Recipient in accordance with Ohio Revised Code Section 5501.07.
- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for capital, operating, and planning projects in accordance with Section 2 and the Project Data Sheet of this Agreement.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Recipient shall apply all State Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed on the Contract Data Sheet.
- 2.2 Operating: The Recipient shall apply all State Award funds provided under this Agreement to the Operating Expenses incurred in the provision of public transportation service within Ohio.
- 2.3 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet.
- 2.4 Planning: The Recipient shall apply all State Award funds provided under this Agreement to the Planning Expenses incurred in the planning activities during the period of performance as specified in the Contract Data Sheet.

SECTION 3: STATE AWARD

- 3.1 Capital: ODOT agrees that the Capital State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.2 The actual amount of State Award funds the Recipient will receive shall be determined on the basis of Capital invoices submitted to ODOT but will be no greater than the Project Cost.
- 3.3 The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for State Award funds through this Agreement.
- 3.4 Operating: ODOT agrees that the operating State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.5 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Ohio Transportation Partnership Program Criteria and Proposal Instructions.

- 3.6 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Planning Expenses submitted to ODOT, as allowed under Eligible Assistance in the Ohio Transportation Partnership Program Criteria and Proposal Instructions.
- 3.7 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Agreement. In the event such action occurs at any time before ODOT has made final payment under this Agreement, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1, 3.4, and 3.6 and shall be required to pay only such amount as it may determine available.
- 3.8 This Agreement is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this agreement, and that said balance is not already obligated to pay existing obligations. Payments of State Award funds are subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 18, 2019.
- 3.9 ODOT reserves the right to make partial payments on any Grant Agreement when necessary to conform with appropriate levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 The Recipient shall submit to ODOT, the Office of Transit, Invoices for items described in the Project Data Sheet of this Agreement as they are purchased following an ODOT approved procurement process, as Operating Expenses are incurred, and/or as Planning activities are performed.. Upon receipt of an Invoice, ODOT will initiate the payment of the State Award funds specified in Section 3 of this Contract, corresponding to the Eligible Assistance incurred by the Recipient which is identified on the Invoice.
- 4.2 Reimbursement to the Recipient shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Recipient and shall not constitute a waiver of any breach of this Agreement by the Recipient or any Project Contractor. ODOT will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Recipient and all Project Contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to Public Transportation Systems, Transit Service, and all other Program subrecipient types. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference.
- 5.2 The Recipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the agreement, including but not limited to, the laws referred to in these provisions of the agreement and the other agreement documents. If the agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Recipient shall furnish to ODOT, Office of Transit, certificates of compliance with all such laws, orders and regulations.
- 5.3 Recipient agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised

Code.

- 5.4 Recipient affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to their campaign committees.
- 5.5 The Recipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.
- 5.6 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the Subrecipient and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Subrecipient certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://sanctionssearch.ofac.treas.gov/>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 5.7 The Subrecipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

SECTION 6: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

- 6.1 Banning the Expenditure of Public Funds on Offshore Services: The Recipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

(<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>)

The Recipient also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- 6.2 Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages: If Recipient or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately

return to the State all funds paid for those services. The State may also recover from the Recipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Recipient performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Recipient. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of ten percent 10% of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Recipient of a breach and permit the Recipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Recipient any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Recipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.

Further, the Recipient shall not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Ohio Executive Order is no longer effective.

6.3 Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation.

The Recipient will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION

7.1 The Recipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, to the Administrator or his or her agents upon request.

7.2 The Recipient shall:

- (a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT programs;
- (b) Submit Progress Reports as required by ODOT;
- (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program; and
- (d) Provide copies of all procurement related documentation for all capital items and/or

services.

- 7.3 The Recipient shall establish and maintain accounts for the Projects in conformance with 2 C.F.R 200.302 *Financial management*. Each operating, capital, or planning Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R 200.333 *Retention requirements for records*. The Recipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.
- 7.4 The Recipient shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

- 8.1 The Recipient shall return any overpayment of State Award funds, made to the Recipient or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.
- 8.2 The Recipient shall have an audit performed in accordance with 2 C.F.R. 200 Subpart F, as applicable. If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the management letter and corrective action plan must be submitted in conjunction with the audit report, as applicable in 2 C.F.R. 200.511 *Audit findings follow-up*.
- 8.3 The Recipient shall permit ODOT or any of its agents to inquire into any agreements between the Recipient and any third party pertaining to the Projects. The Recipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.
- 8.4 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment. The Recipient shall also follow the requirements for equipment stated in the *Title, Use, Management requirements*, and *Dispositions* sections in 2 C.F.R. 200.313 *Equipment*.
- 8.5 The Recipient agrees that, in accordance with 2 C.F.R 200.336 *Access to records*, US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects.

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Recipient only after requesting disposition instructions from ODOT and receiving ODOT's written approval. If applicable, upon disposition the Recipient shall refund to ODOT the State share of the Fair Market Value of the Project Equipment in accordance with the requirements stated in 2 C.F.R 200.313 *Equipment*.

- 9.2 The Recipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment or Real Property unless such action is authorized in writing by the Administrator.

SECTION 10: REQUIRED INSURANCE COVERAGE

- 10.1 The Recipient shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect ODOT, and the Recipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Recipient or by anyone directly or indirectly associated with the Recipient. Unless the Recipient receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the a public/governmental Recipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate and, for a for Nonprofit Organization Subrecipient, \$1,500,000 per occurrence and \$1,500,000 in the aggregate.
- 10.2 If the Project Equipment and/or Real Property is to be located in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. Seq., the Recipient shall purchase flood insurance upon the Project Equipment and/or Real Property in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

SECTION 11: NO ADDITIONAL WAIVER IMPLIED

- 11.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement can be reached, the dispute will be referred for resolution to the Director of ODOT; legal questions will be referred to the State Attorney General for resolution.

SECTION 12: SEVERABILITY

- 12.1 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

SECTION 13: INDEPENDENCE OF RECIPIENT

- 13.1 In no event shall the Recipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 13.2 The Recipient agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State, or US DOT and will not by reason of any relationship with ODOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY RECIPIENT

- 14.1 The Recipient hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county or county department, a municipality or municipal department, or a private nonprofit organization and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- 14.2 The Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in the Recipient's application for the Federal Award funds awarded pursuant to this Agreement.

SECTION 15: ASSIGNMENT OF AGREEMENT

- 15.1 The Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Agreement without the express prior written consent of ODOT, and such written consent shall not release the Recipient from any obligations of this Agreement.

SECTION 16: CONTRACTS OF THE RECIPIENT

- 16.1 The Recipient shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 17: CONTRACT DISPUTE RESOLUTION

- 17.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 17.2 The Recipient shall avail itself of all legal and equitable remedies under any third-party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third-party contract.
- 17.3 The Recipient hereby agrees that ODOT shall receive, the State share of any proceeds derived from any third-party recovery.

SECTION 18: DEFAULT

- 18.1 Neglect or failure of the Recipient to comply with any of the terms, provisions, or conditions of this Agreement or any other Grant Agreement entered into between ODOT and the Recipient, whether or not payment of State Award funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Agreement by the Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* the Recipient is unable in whole or in part to carry out its covenants contained herein, the Recipient shall not be deemed in default during the continuance of such inability.
- 18.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts;

droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Recipient. The Recipient shall, however, remedy with all reasonable dispatch each cause preventing the Recipient from carrying out its covenants contained herein.

- 18.3 Whenever an event of default has occurred, ODOT may (a) direct the Recipient to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Recipient to return to ODOT the percentage of the State share of the remaining Fair Market Value, if any, which is realized from the Recipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Recipient of all or any portion of the State Award funds for any period of time that the Recipient has been in default.
- 18.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.
- 18.5 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Recipient shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as after as may be deemed expedient by ODOT.

SECTION 19: PROGRAM CRITERIA

- 19.1 The current Criteria for the Ohio Transportation Partnership Program as determined by ODOT is incorporated into this grant agreement in its entirety, and ODOT will determine the applicability of particular criteria and definitions to this agreement.

SECTION 20: CAPTIONS

- 20.1 The section captions in this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

SECTION 21: OFFER EFFECTIVE DATE; TERMINATION

- 21.1 When transmitted by ODOT to the Recipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Recipient within *thirty* (30) days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Recipient. After execution this Agreement shall become effective upon the Award period of performance start date stated in the Contract Data Sheet.
- 21.2 ODOT hereby reserves the right to terminate the Projects and cancel this Agreement if ODOT and US DOT agree that the continuation of the Projects would not justify further expenditure of Federal Award funds or there is pending litigation which, in the opinion of ODOT and US DOT, may jeopardize the Grant Funds, the Contract between ODOT and US DOT, or the Projects.
- 21.3 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the Subrecipient shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without

limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

- 21.4 In the event of termination, the Subrecipient shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Subrecipient shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the Subrecipient shall be returned to ODOT.

SECTION 22: DRUG-FREE WORK PLACE

- 22.1 Recipient agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Recipient shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23: NONDISCRIMINATION

During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 23.1 **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
- 23.2 **Non-discrimination:** The contractor, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth below as the pertinent nondiscrimination authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3 **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- 23.4 **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 23.5 **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such agreement sanctions as it or FTA may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the agreement until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 23.6 **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 23.7 During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

SECTION 24: EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In carrying out this agreement, Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 24.2 Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 24.3 Recipient agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 25: GOVERNING LAWS

- 25.1 This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 26: FINDINGS FOR RECOVERY

26.1 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 27: NOTICE

27.1 Notice under this Agreement shall be directed as follows:

IF TO RECIPIENT:

Warren County Commissioners
406 Justice Drive
Lebanon, OH 45036

IF TO ODOT:

Ohio Department of Transportation
Office of Transit, 2nd Floor
1980 W. Broad Street
Mail Stop 3110
Columbus, Ohio 43223

SECTION 28: MODIFICATIONS

28.1 This agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Recipient.

SECTION 29: SIGNATURES

- 29.1 Any person executing this Grant Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Grant Agreement on such principal's behalf.
- 29.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.
- 29.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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RECIPIENT

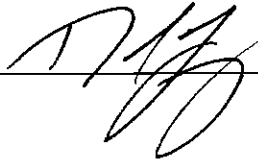
Warren County Commissioners

~~Shannon Jones, Commissioner~~

David G. Young, President

By:

*

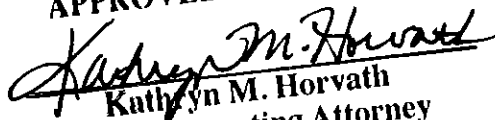


**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

By:

Jack Marchbanks, Ph. D., Director

APPROVED AS TO FORM



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

Resolution

Number 24-0225

Adopted Date February 13, 2024

TRANSFERRING A VEHICLE AND VEHICLE EQUIPMENT NO LONGER BEING UTILIZED BY THE WARREN COUNTY SHERIFF'S OFFICE TO VILLAGE OF GREENFIELD POLICE DEPARTMENT

WHEREAS, the Warren County Sheriff's Office has determined they no longer need the following vehicle and vehicle equipment currently in their inventory; and

WHEREAS, the Village of Greenfield Police Department has indicated that they have a need and could use said listed vehicle and vehicle equipment.

NOW THEREFORE BE IT RESOLVED, to transfer the following vehicle and vehicle equipment to the Village of Greenfield Police Department, 300 Jefferson Street, Greenfield, Ohio 45123:

- 2013 Chevrolet Tahoe VIN # 1GNLC2E08DR232735
- K9 Kennel
- Light Bar
- Computer Dock

BE IT FURTHER RESOLVED, that such time the Village of Greenfield Police Department no longer needs said vehicle and vehicle equipment, it shall be returned to Warren County.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0226

Adopted Date February 13, 2024

DECLARING VARIOUS ITEMS FROM THE BOARD OF COMMISSIONERS, BOARD OF ELECTIONS, DRUG TASK FORCE, ECONOMIC DEVELOPMENT, FACILITIES MANAGEMENT, JUVENILE, JUVENILE DETENTION, OFFICE OF MANAGEMENT & BUDGET, OHIOMEANSJOBS, SHERIFF'S OFFICE, SOIL & WATER, TELECOM, VETERANS OFFICE, AND WATER & SEWER AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from the Board of Commissioners, Board of Elections, Drug Task Force, Economic Development, Facilities Management, Juvenile, Juvenile Detention, Office Of Management & Budget, OhioMeansJobs, Sheriff's Office, Soil & Water, Telecom, Veterans Office, and Water & Sewer and in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/tm

cc: 2024 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office











Asset Search Results

Asset Status is 'Ready for Review'


Location: POC:















Items 1 through 63 of 63





















Show 200 Items per page

ID	INV# ↑	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5284	BOE24001		Tables, Bookcase and Metal File Cart	Ready for Review			▼
5289	BOE24002		Computer Monitor, switch, projector	Ready for Review			▼
5290	BOE24003		Manilla Tags, Red Tags, hanging file folder, 3 ring binders	Ready for Review			▼
5293	BOE24004		metal shelving units & file cabinets	Ready for Review			▼
5294	BOE24005		steel carts with casters	Ready for Review			▼
5295	BOE24006		15 black plastic cases	Ready for Review			▼
5296	BOE24007		Sharp MX-M465 copy machine	Ready for Review			▼
5298	COM24001		Two Office Chairs	Ready for Review			▼
5299	COM24002		Two Canon Scanners	Ready for Review			▼
5300	COM24003		Lot of Miscellaneous Office Supplies	Ready for Review			▼
5301	COM24004		2 Adding Machines	Ready for Review			▼
5302	COM24005		Lot of Clocks	Ready for Review			▼

5305	COM24006		HP Laser Jet Printer, Scanner, Copier, Fax	Ready for Review	▼
5306	COM24007		Faux Tree	Ready for Review	▼
5307	COM24008		HP Printer and Copier	Ready for Review	▼
5308	COM24009		Portable Podium	Ready for Review	▼
5309	COM24010		Misc. Desk Organizers	Ready for Review	▼
5310	COM24011		2 Document Holders	Ready for Review	▼
5311	COM24012		Drink Dispensers and Coffee Urn	Ready for Review	▼
5312	COM24013		6 PPE Clear Visors/ Face Shields	Ready for Review	▼
5313	COM24014		Misc. File folders and paper	Ready for Review	▼
5314	COM24015		Glass Desk Organizers	Ready for Review	▼
5315	COM24016		Lot of Wired Keyboards and Wired Mice	Ready for Review	▼
5316	COM24017		HP Color Printer	Ready for Review	▼
5317	COM24018		Various Wall Art	Ready for Review	▼
5319	COM24019		2 Office Chairs	Ready for Review	▼

5323	COM24020		Lot of 24 Three Ring Binders	Ready for Review	<input type="checkbox"/>	▼
5329	DTF24001		2006 Dodge Charger	Ready for Review	<input type="checkbox"/>	▼
5330	DTF24002		2008 Nissan Altima	Ready for Review	<input type="checkbox"/>	▼
5331	DTF24003		2007 Nissan Xterra	Ready for Review	<input type="checkbox"/>	▼
5332	DTF24004		2004 Cadillac Escalade	Ready for Review	<input type="checkbox"/>	▼
5333	DTF24005		2006 Honda Accord	Ready for Review	<input type="checkbox"/>	▼
5291	ECD240001		DELL OPTIPLEX 7010	Ready for Review	<input type="checkbox"/>	▼
5288	FAC240033		Computer, Monitors, Mouse	Ready for Review	<input type="checkbox"/>	▼
5280	JDC24001		Dell Optiplex 7010	Ready for Review	<input type="checkbox"/>	▼
5279	JUV24002		Dell Optiplex 790	Ready for Review	<input type="checkbox"/>	▼
5285	JUV24003		Kodak ScanMate i1150	Ready for Review	<input type="checkbox"/>	▼
5286	JUV24004		Dell Optiplex 3020	Ready for Review	<input type="checkbox"/>	▼
5297	OMB24001		Brother Copier/ Scanner/ Fax Machine	Ready for Review	<input type="checkbox"/>	▼

5303	OMB24002		3-Tier Rolling Cart	Ready for Review	▼
5304	OMB24003		3 Two Drawer Filing Cabinets	Ready for Review	▼
5318	OMB24004		Postage Scale	Ready for Review	▼
5320	OMB24005		3 Rolling Office Chairs	Ready for Review	▼
5321	OMB24006		2 HP Printers	Ready for Review	▼
5322	OMB24007		Adding Machine	Ready for Review	▼
5334	OMJ24017		U shaped desk	Ready for Review	▼
5336	OMJ24018		Small desk	Ready for Review	▼
5335	OMJ24019		U shaped desk	Ready for Review	▼
5337	OMJ24020		Dell monitor, keyboard, mouse	Ready for Review	▼
5338	OMJ24021		Optiplex 780	Ready for Review	▼
5292	S&W24001		An adjustable standing desk computer/monitor stand with two included monitors.	Ready for Review	▼
5339	SEW24006		2008 Ford F-250 SD	Ready for Review	▼
5341	SEW24008		2023 Ford F-350 Truck Bed	Ready for Review	▼

5281	SHF24500		Keyboards, Mlce, Monitors, Printer/Scanner/Fax, Computers, All In One PC, HP Printer	Ready for Review	
5282	TEL24009		LOT OF OVER 200 MISC HARRIS ITEMS AND MORE	Ready for Review	
5283	TEL24010		(3) LIFESIZE MODELO PHONE / AUDIO EQUIPMENT	Ready for Review	
5287	TEL24011		(3) TRIPPLITE POWER SUPPLY UNITS AND (1) MITEL PHONE	Ready for Review	
5328	TEL24012		HP COLORSPHERE LASER JET PRINTER CP4005dn	Ready for Review	
5340	VET24007		2015 Dodge Grand Caravan	Ready for Review	
5324	WAT240001		20 DRAWER MAP HOLDER	Ready for Review	
5325	WAT240002		CASH DRAWER	Ready for Review	
5326	WAT240003		DRY ERASE BOARD	Ready for Review	
5327	WAT240004		BATTERY FOR RANGER X HAND HELD	Ready for Review	

Items 1 through 63 of 63

Show 200  Items per page

Resolution

Number 24-0227

Adopted Date February 13, 2024

ACKNOWLEDGING RECEIPT OF JANUARY 2024 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the January 2024 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor (file)
S. Spencer
Krystal Powell

Financial Statement for 2024 Period 1



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	88,647,543.99	7,073,309.25	19,630,638.46	76,090,214.78	881,998.46	76,972,213.24
2201	SENIOR CITIZENS SERVICE LEVY	6,702,755.94	0.00	693,844.27	6,008,911.67	0.00	6,008,911.67
2202	MOTOR VEHICLE	11,322,609.13	-426,124.48	425,603.42	10,470,881.23	13,545.67	10,484,426.90
2203	HUMAN SERVICES	1,089,592.67	512,420.49	393,726.49	1,208,286.67	30,172.90	1,238,459.57
2204	COVID19 EMERGENCY RENTAL ASSIS	4,586,791.86	0.00	0.00	4,586,791.86	0.00	4,586,791.86
2205	BOARD OF DEVELOPMENTAL DISABIL	30,220,271.86	733,085.50	9,568,674.05	21,384,683.31	480,220.52	21,864,903.83
2206	DOG AND KENNEL	518,492.50	144,680.17	33,461.37	629,711.30	101.97	629,813.27
2207	LAW LIBRARY RESOURCES FUND	120,840.85	19,668.66	29,436.49	111,073.02	24,662.09	135,735.11
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	5,616.60	8.81	5,599.72	25.69	0.00	25.69
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	14,131,112.62	0.00	300,838.29	13,830,274.33	37,939.00	13,868,213.33
2212	ONEOHIO OPIOID SETTLEMENT FUND	502,547.57	15,414.52	0.00	517,962.09	0.00	517,962.09
2213	TOURISM & ECON DEV SUPPORT FUN	0.00	12,000,000.00	0.00	12,000,000.00	0.00	12,000,000.00
2215	VETERAN'S MEMORIAL	9,978.84	0.00	0.00	9,978.84	0.00	9,978.84
2216	RECORDER TECH FUND 317.321	220,374.05	10,921.00	7,950.00	223,345.05	0.00	223,345.05
2217	BOE TECHNOLOGY FUND 3501.17	1,726,308.17	0.00	0.00	1,726,308.17	0.00	1,726,308.17
2218	COORDINATED CARE	644,804.50	0.00	5,940.25	638,864.25	2,050.00	640,914.25
2219	WIRELESS 911 GOVERNMENT ASSIST	465,719.32	16,888.87	15,607.24	467,000.95	0.00	467,000.95
2220	CP INDIGENT DRVR INTRLK/MONITG	12,418.91	56.33	0.00	12,475.24	0.00	12,475.24
2221	CC/MC INDIGENT DRIVER INTERLOC	127,721.19	583.14	10,410.00	117,894.33	0.00	117,894.33
2222	JUV INDIGENT DRIVER INTERLOCK	2,785.06	50.00	0.00	2,835.06	0.00	2,835.06
2223	PROBATE/JUVENILE SPECIAL PROJ	349,431.18	2,063.00	0.00	351,494.18	0.00	351,494.18
2224	COMMON PLEAS SPECIAL PROJECTS	191,176.98	5,025.00	43,148.08	153,053.90	40,242.00	193,295.90
2227	PROBATION SUPERVISION 2951.021	807,067.39	29,927.12	12,271.87	824,722.64	0.00	824,722.64
2228	MENTAL HEALTH GRANT	190,155.69	0.00	0.00	190,155.69	0.00	190,155.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,868,971.30	43,920.56	53,364.49	1,859,527.37	53,364.49	1,912,891.86

Financial Statement for 2024 Period 1



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2231	CO LODGING ADD'L 1%	175,340.02	80,167.69	175,340.02	80,167.69	0.00	80,167.69
2232	COUNTY LODGINGS TAX (FKA 7731)	522,975.30	240,502.89	522,975.30	240,502.89	11.29	240,514.18
2233	DOMESTIC SHELTER	22,239.00	2,362.00	0.00	24,601.00	0.00	24,601.00
2237	REAL ESTATE ASSESSMENT	6,417,136.77	325.00	260,654.08	6,156,807.69	1,726.30	6,158,533.99
2238	WORKFORCE INVESTMENT BOARD	106,815.66	198,226.06	136,796.31	168,245.41	37,069.01	205,314.42
2243	JUVENILE GRANTS	338,833.41	0.00	2,512.50	336,320.91	0.00	336,320.91
2245	CRIME VICTIM GRANT FUND	16,017.34	12,568.94	3,225.71	25,360.57	0.00	25,360.57
2246	JUVENILE INDIGENT DRIVER ALCOH	21,748.35	68.50	0.00	21,816.85	0.00	21,816.85
2247	FELONY DELINQUENT CARE/CUSTODY	618,751.41	100,756.55	107,536.43	611,971.53	2,397.05	614,368.58
2248	TAX CERTIFICATE ADMIN FUND	28,240.23	0.00	168.00	28,072.23	0.00	28,072.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	744,218.86	0.00	13,824.55	730,394.31	0.00	730,394.31
2250	CERT OF TITLE ADMIN FUND	4,162,471.41	179,174.87	100,353.46	4,241,292.82	130.81	4,241,423.63
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	95,018.80	50,780.00	68,767.77	77,031.03	80.92	77,111.95
2255	MUNICIPAL VICTIM WITNESS FUND	68,897.04	50,000.00	7,103.09	111,793.95	0.00	111,793.95
2256	WARREN COUNTY SOLID WASTE DIST	1,102,709.66	15,844.79	14,365.68	1,104,188.77	805.41	1,104,994.18
2257	OHIO PEACE OFFICER TRAINING	148,801.08	66,794.40	460.00	215,135.48	460.00	215,595.48
2258	WORKFORCE INVESTMENT ACT FUND	127,321.00	35,012.00	15,688.32	146,644.68	5,540.35	152,185.03
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	283,870.00	54,606.62	54,606.62	283,870.00	0.00	283,870.00
2262	COMMUNITY CORRECTIONS MONITORI	887,956.42	23,123.49	22,058.60	889,021.31	220.00	889,241.31
2263	CHILD SUPPORT ENFORCEMENT	1,783,859.72	111,446.56	225,629.83	1,669,676.45	1,664.44	1,671,340.89
2264	EMERGENCY MANAGEMENT AGENCY	309,667.82	83,155.00	20,521.36	372,301.46	0.00	372,301.46
2265	COMMUNITY DEVELOPMENT	598,999.18	8,774.00	25,424.51	582,348.67	16,020.00	598,368.67

Financial Statement for 2024 Period 1



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	283,795.78	1,340.00	151.94	284,983.84	0.00	284,983.84
2269	INDIGENT DRIVER ALCOHOL TREATM	820,299.83	4,469.41	5,844.84	818,924.40	0.00	818,924.40
2270	JUVENILE TREATMENT CENTER	269,700.45	295,450.71	108,215.33	456,935.83	8,242.47	465,178.30
2271	DTAC-PROSECUTOR ORC 321.261	288,816.24	0.00	16,066.27	272,749.97	0.00	272,749.97
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	9,386,467.63	171,859.93	723,486.55	8,834,841.01	399,517.13	9,234,358.14
2274	COUNTY COURT COMPUTR 1907.261A	88,735.95	1,074.00	223.13	89,586.82	189.12	89,775.94
2275	COUNTY CRT CLK COMP 1907.261B	185,270.95	3,327.34	0.00	188,598.29	0.00	188,598.29
2276	PROBATE COMPUTER 2101.162	106,135.63	402.00	0.00	106,537.63	0.00	106,537.63
2277	PROBATE CLERK COMPUTR 2101.162	301,571.01	1,340.00	0.00	302,911.01	0.00	302,911.01
2278	JUVENILE CLK COMPUTR 2151.541	59,082.97	824.97	0.00	59,907.94	0.00	59,907.94
2279	JUVENILE COMPUTER 2151.541	51,178.23	250.43	0.00	51,428.66	0.00	51,428.66
2280	COMMON PLEAS COMPUTER 2303.201	93,288.24	1,041.00	0.00	94,329.24	0.00	94,329.24
2281	DOMESTIC REL COMPUTER 2301.031	9,993.96	273.00	0.00	10,266.96	0.00	10,266.96
2282	CLERK COURTS COMPUTER 2303.201	173,568.00	7,145.00	5,490.00	175,223.00	5,490.00	180,713.00
2283	COUNTY CT SPEC PROJ 1907.24B1	2,205,547.52	19,910.45	12,265.90	2,213,192.07	0.00	2,213,192.07
2284	COGNITIVE INTERVENTION PROGRAM	409,703.67	4,941.95	671.15	413,974.47	0.00	413,974.47
2285	CONCEALED HANDGUN LICENSE	796,497.90	6,000.00	5,856.67	796,641.23	267.00	796,908.23
2286	SHERIFF-DRUG LAW ENFORCEMENT	3,582.89	175.00	0.00	3,757.89	604.94	4,362.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	349,276.76	0.00	3,479.57	345,797.19	1,362.33	347,159.52
2288	COMM BASED CORRECTIONS DONATIO	11,076.48	5,000.00	0.00	16,076.48	0.00	16,076.48
2289	COMMUNITY BASED CORRECTIONS	247,859.31	172,332.00	47,087.00	373,104.31	0.00	373,104.31
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	27,119.00	27,118.36	5.76	0.00	5.76
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 1



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2293	SHERIFF GRANTS	4,912.00	0.00	0.00	4,912.00	0.00	4,912.00
2294	SHERIFF DARE LAW ENFORC GRANT	0.00	6,138.27	0.00	6,138.27	0.00	6,138.27
2295	TACTICAL RESPONSE UNIT	33,643.27	0.00	0.00	33,643.27	0.00	33,643.27
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	143,880.83	223.00	0.00	144,103.83	0.00	144,103.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,373,962.38	313,046.06	95,785.99	1,591,222.45	81,593.39	1,672,815.84
3327	BOND RETIREMENT SPECIAL ASSMT	54,942.02	0.00	0.00	54,942.02	0.00	54,942.02
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	2,964,909.50	0.00	0.00	2,964,909.50	0.00	2,964,909.50
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651.29	0.00	0.00	19,651.29	0.00	19,651.29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	297,896.99	2,150,247.63	1,102,823.28	1,345,321.34	0.00	1,345,321.34
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	18,113,757.00	0.00	0.00	18,113,757.00	0.00	18,113,757.00

Financial Statement for 2024 Period 1



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	26,143.64	18,044.64	8,099.00	8,081.00	16,180.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	237,781.36	0.00	18,319.32	219,462.04	0.00	219,462.04
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	4,618.00	0.00	0.00	4,618.00	0.00	4,618.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	7,589,023.99	0.00	50,734.40	7,538,289.59	14,583.95	7,552,873.54
4479	AIRPORT CONSTRUCTION	605,321.23	0.00	1,680.00	603,641.23	0.00	603,641.23
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,008,476.93	0.00	0.00	1,008,476.93	0.00	1,008,476.93
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	10,632,920.00	0.00	0.00	10,632,920.00	0.00	10,632,920.00
4492	COMMUNICATION PROJECTS	4,653,347.49	0.00	368,491.73	4,284,855.76	21,245.36	4,306,101.12
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,500,295.21	0.00	13,625.00	1,486,670.21	0.00	1,486,670.21
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,086,455.38	0.00	20,778.75	8,065,676.63	0.00	8,065,676.63
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	23,588,177.34	1,589,039.79	1,110,046.28	24,067,170.85	123,973.10	24,191,143.95
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 1



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5575	SEWER CONST PROJECTS	5,946,578.74	9,332.45	123,415.20	5,832,495.99	116,137.41	5,948,633.40
5580	SEWER REVENUE	25,875,241.40	895,674.59	700,311.53	26,070,604.46	184,502.20	26,255,106.66
5581	SEWER IMPROV-WC VOCATIONAL SCH	298,355.93	6,171.33	0.00	304,527.26	0.00	304,527.26
5583	WATER CONST PROJECTS	3,700,504.34	5,807.50	653,622.77	3,052,689.07	17,630.07	3,070,319.14
5590	STORM WATER TIER 1	208,312.79	0.00	7,995.00	200,317.79	7,995.00	208,312.79
6619	VEHICLE MAINTENANCE ROTARY	72,568.93	39,630.85	53,058.71	59,141.07	14,721.04	73,862.11
6630	SHERIFF'S POLICING REVOLV FUND	693,845.06	1,429,563.62	440,436.47	1,682,972.21	0.00	1,682,972.21
6631	COMMUNICATIONS ROTARY	281,919.86	1,824.88	379.77	283,364.97	0.00	283,364.97
6632	HEALTH INSURANCE	781,568.75	1,425,768.93	1,170,194.69	1,037,142.99	45,706.50	1,082,849.49
6636	WORKERS COMP SELF INSURANCE	1,650,230.45	0.00	158,395.67	1,491,834.78	7,193.68	1,499,028.46
6637	PROPERTY & CASUALTY INSURANCE	293,451.18	0.00	0.00	293,451.18	0.00	293,451.18
6650	GASOLINE ROTARY	153,812.03	65,159.51	94,750.91	124,220.63	19,749.66	143,970.29
7707	P.E.R.S. ROTARY	2,633.43	0.00	0.00	2,633.43	0.00	2,633.43
7708	TOWNSHIP FUND	0.00	454,396.77	454,396.77	0.00	0.00	0.00
7709	CORPORATION FUND	0.00	212,541.47	208,696.44	3,845.03	0.00	3,845.03
7713	WATER-SEWER ROTARY FUND	625,853.97	2,529,322.93	2,903,760.86	251,416.04	2,616.04	254,032.08
7714	PAYROLL ROTARY	306,944.39	4,007,825.87	4,163,443.00	151,327.26	17,601.92	168,929.18
7715	NON PARTICIPANT ROTARY	14,613.84	0.00	0.00	14,613.84	0.00	14,613.84
7716	SCHOOL	0.00	5,050,000.00	1,350,000.00	3,700,000.00	0.00	3,700,000.00
7717	UNDIVIDED GENERAL TAX	8,221,735.38	6,751,960.41	5,052,044.11	9,921,651.68	4,440.37	9,926,092.05
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	12,568.29	1,392.98	0.00	13,961.27	0.00	13,961.27
7720	LOCAL GOVERNMENT FUND	0.00	380,068.29	380,068.29	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	10.01	43.80	0.00	53.81	143.53	197.34
7723	GASOLINE TAX	0.00	515,743.08	515,743.08	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	83,197.54	0.00	0.00	83,197.54	0.00	83,197.54

Financial Statement for 2024 Period 1



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	33,777.73	33,777.73	0.00	16,888.86	16,888.86
7726	MOTOR VEHICLE LICENSE TAX	0.00	952,904.19	952,904.19	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	12,189.42	17,373.05	17,833.47	11,729.00	4,316.10	16,045.10
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	298,825.87	0.00	271,911.01	26,914.86	0.00	26,914.86
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	11,893.85	11,132.00	11,451.74	11,574.11	0.00	11,574.11
7742	LIBRARIES	0.00	432,367.58	432,367.58	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	21.72	1,949.55	0.00	1,971.27	0.00	1,971.27
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	4,216.78	728,374.95	728,234.08	4,357.65	0.00	4,357.65
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	88,783.00	261,900.50	76,188.00	274,495.50	72,164.00	346,659.50
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	84,103.91	84,103.91	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	30,417.08	659.00	986.00	30,090.08	0.00	30,090.08
7766	ESCROW ROTARY	676,102.19	108,031.26	0.00	784,133.45	0.00	784,133.45
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	35,162.29	0.00	35,162.29	0.00	0.00	0.00
7769	BANKRUPTCY POST PETITION CONDU	26,815.96	1,483.52	23,373.15	4,926.33	0.00	4,926.33
7772	LEBANON MUN ORD VIOLATION INDI	0.00	20,000.00	0.00	20,000.00	0.00	20,000.00

Financial Statement for 2024 Period 1



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7773	SEX OFFENDER REGISTRATION FEE	0.00	100.00	100.00	0.00	225.00	225.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	13,692.37	12,680.75	10,741.00	15,632.12	0.00	15,632.12
7776	UNDIVIDED EVIDENCE SHERIFF	45,740.22	0.00	31.00	45,709.22	8.50	45,717.72
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	485,786.00	1,224,500.00	1,336,875.00	373,411.00	1,753,393.00	2,126,804.00
7779	UNDIVIDED DRUG TASK FORCE SEIZ	141,855.00	11,170.00	0.00	153,025.00	192.00	153,217.00
7781	REFUNDABLE DEPOSITS	402,523.89	10,980.06	8,346.95	405,157.00	3,451.69	408,608.69
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	64,439.40	0.00	64,439.40	0.00	64,439.40
7795	UNDIVIDED INDIGENT FEES	0.00	1,152.26	1,152.26	0.00	230.45	230.45
7796	MASON MUN ORD VIOLATION INDIGE	11,249.24	0.00	725.00	10,524.24	0.00	10,524.24
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	2,439.00	2,439.00	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	768,474.64	0.00	14.85	768,459.79	14.85	768,474.64
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,288,637.12	192,921.18	572,192.92	8,909,365.38	44,369.32	8,953,734.70
9912	FOOD SERVICE	124,021.15	2,202.00	0.00	126,223.15	408.00	126,631.15
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	171,409.69	2,565.00	0.00	173,974.69	30.00	174,004.69

Financial Statement for 2024 Period 1



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9925	SOIL & WATER CONSERVATION DIST	691,132.28	418,767.82	74,705.99	1,035,194.11	1,094.51	1,036,288.62
9928	REGIONAL PLANNING	340,834.61	141,368.14	61,043.00	421,159.75	1,332.50	422,492.25
9938	WARREN COUNTY PARK DISTRICT	2,277,090.84	95,913.14	568,851.00	1,804,152.98	208,895.61	2,013,048.59
9944	ARMCO PARK	385,379.82	9,084.06	80,963.05	313,500.83	56,246.48	369,747.31
9953	WATER SYSTEM FUND	42,455.08	2,562.50	681.10	44,336.48	284.00	44,620.48
9954	MENTAL HEALTH RECOVERY BOARD	15,395,175.26	870,195.76	1,495,875.66	14,769,495.36	773,691.75	15,543,187.11
9961	HEALTH GRANT FUND	186,614.78	70,329.53	25,289.05	231,655.26	0.00	231,655.26
9963	CAMPGROUNDS	1,500.70	0.00	0.00	1,500.70	0.00	1,500.70
9976	HEALTH - SWIMMING POOL FUND	164,722.11	0.00	0.00	164,722.11	0.00	164,722.11
9977	DRUG TASK FORCE COG	788,112.57	126,652.12	231,631.07	683,133.62	3,225.00	686,358.62
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	27,118.36	27,118.36	0.00	27,118.36	27,118.36
Total		366,373,072.99	56,028,129.46	62,362,595.41	360,038,607.04	5,701,589.87	365,740,196.91

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for January, 2024 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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

Resolution

Number 24-0228

Adopted Date February 13, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/6/24 and 2/8/24 as attached hereto and made a part hereof.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-0229

Adopted Date February 13, 2024

APPROVING A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH RED HAWK LAND, LLC FOR IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 4D SITUATED IN THE VILLAGE OF MORROW

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

RELEASE

Bond Number	:	22-022 (W/S)
Development	:	The Woodlands at Morrow, Phase 4D
Developer	:	Red Hawk Land, LLC
Location	:	Village of Morrow
Amount	:	\$28,155.13
Surety Company	:	Great American Insurance Group (CS 4510302)

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Red Hawk Land, LLC, 3400 Werk Rd., Cincinnati, OH 45211
Great American Insurance Group, 301 E 4th Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

Resolution

Number 24-0230

Adopted Date February 13, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING NORTH, SECTION 1A LOCATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	24-006 (W/S)
Development	:	Losh Landing North, Section 1A
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$14,817.98
Surety Bond	:	Argonaut Insurance Company (Bond # SUR0077049)

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

caw

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Suite 100, Cincinnati, OH 45249
Argonaut Insurance Company, 13100 Wortham Center Drive, #290, Houston TX 77065
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

Bond #SUR0077049 24-006 (w/b)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Argonaut Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing North Subdivision, Section/Phase 1A (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$114,204.60, and that the Improvements that have yet to be completed and approved may be constructed in the sum of Zero (\$0); and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of Zero (\$0) to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$14,817.98 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd. #100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

Argonaut Insurance Company

13100 Wortham Center Drive, #290

Houston, TX 77065

Ph. (281) 640 - 7920

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

 Certified check or cashier's check (attached) (**CHECK #**)

 Original Letter of Credit (attached) (**LETTER OF CREDIT #**)

 Original Escrow Letter (attached)

 X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

 Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Mac Taylor
PRINTED NAME: MacDonald W. Taylor
TITLE: VP's Asst. General Counsel
DATE: 2/7/24

SURETY:

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

SIGNATURE: Denise Nelson
PRINTED NAME: Denise Nelson
TITLE: Attorney-In-Fact
DATE: February 5, 2024

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0230, dated 2-13-24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * [Signature]

PRINTED NAME: David Young

TITLE: President

DATE: 2-13-24

RECOMMENDED BY:

By: [Signature]
SANTARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR
Adam M. Nill

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021, before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 5th day of February, 2024.



Austin W. King, Secretary

Resolution

Number 24-0231

Adopted Date February 13, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS)
SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR
INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING NORTH, SECTION
1A SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the
following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

Bond Number	:	24-005 (P/S)
Development	:	Losh Landing North, Section 1A
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$33,430.80
Surety Company	:	Argonaut Insurance Company (SUR0077045)

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Developer
Surety Company
Bond Agreement file
Engineer (file)

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

**STREETS AND APPURTENANCES
(Including Sidewalks)**

Security Agreement No.

Bond #SUR0077045

24-005 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Argonaut Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Losh Landing North Subdivision, Section/Phase 1A (3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$158,431.95,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$25,716.00; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$33,430.80 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$31,686.39 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

Argonaut Insurance Company

13100 Wortham Center Drive, #290

Houston, TX 77065

Ph. (281) 640 - 7920

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (**CHECK #** _____)

Original Letter of Credit (attached) (**LETTER OF CREDIT #** _____)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Mac Taylor

PRINTED NAME: MacDonald W. Taylor

TITLE: VP & Asst. General Counsel

DATE: 2/2/24

SURETY:

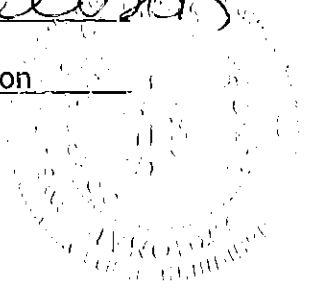
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

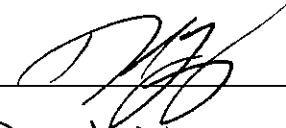
DATE: February 1, 2024



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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0231, dated 2-13-24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * 

PRINTED NAME: David Young

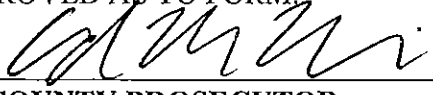
TITLE: President

DATE: 2-13-24

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam M. Nida

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

Gary E. Grose

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D. before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of February, 2024.



Austin W. King

Austin W. King, Secretary

Resolution

Number 24-0232

Adopted Date February 13, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING, SECTION 2 LOCATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	24-005 (W/S)
Development	:	Losh Landing, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$36,367.80
Surety Bond	:	Argonaut Insurance Company (Bond # SUR0077050)

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

caw

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Suite 100, Cincinnati, OH 45249
Argonaut Insurance Company, 13100 Wortham Center Drive, #290, Houston TX 77065
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

Bond #SUR0077050 24-005 (WB)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Argonaut Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing
Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$363,677.95,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
Zero (\$0); and,

WHEREAS, the County Commissioners have determined to require all developers to post security
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements
in accordance with Warren County subdivision regulations and to require all Developers to post security in
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the
Improvements and their tentative acceptance by the County Commissioners to secure the performance of
all maintenance upon the Improvements as may be required between the completion and tentative
acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of Zero (\$0) to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$36,367.80 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd. #100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

Argonaut Insurance Company

13100 Wortham Center Drive, #290

Houston, TX 77065

Ph. (281) 640 - 7920

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

 Certified check or cashier's check (attached) (**CHECK #** _____)

 Original Letter of Credit (attached) (**LETTER OF CREDIT #** _____)

 Original Escrow Letter (attached)

 X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

 Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Mac Taylor

PRINTED NAME: MacDonald W. Taylor

TITLE: VP of Assh. General Counsel

DATE: 2/7/24

SURETY:

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

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson


TITLE: Attorney-In-Fact

DATE: February 5, 2024

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0232, dated 2-13-24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * 

PRINTED NAME: David Young


TITLE: President

DATE: 2-13-24

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam M. Niele

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

Gary E. Grose

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021, before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 5th day of February, 2024.



Austin W. King

Austin W. King, Secretary

Resolution

Number 24-0233

Adopted Date February 13, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

Bond Number	:	24-004 (P/S)
Development	:	Losh Landing, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$110,913.40
Surety Company	:	Argonaut Insurance Company (SUR0077047)

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Developer
Surety Company
Bond Agreement file
Engineer (file)

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

**STREETS AND APPURTENANCES
(Including Sidewalks)**

Security Agreement No.

Bond #SUR0077047

24-004 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Argonaut Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Losh Landing Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$425,000.13,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$85,318.00; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$110,913.40 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$85,000.03 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

Argonaut Insurance Company

13100 Wortham Center Drive, #290

Houston, TX 77065

Ph. (281) 640 - 7920

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (**CHECK #** _____)

Original Letter of Credit (attached) (**LETTER OF CREDIT #** _____)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Mac Taylor

PRINTED NAME: Mac Donald W. Taylor

TITLE: Vr & Asst. General Counsel

DATE: 2/2/24

SURETY:

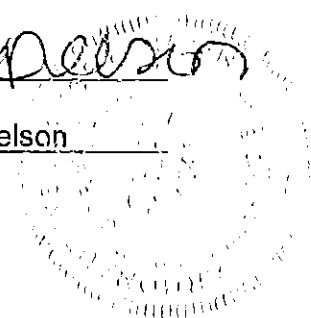
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact


DATE: February 1, 2024



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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0233, dated 2-13-24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

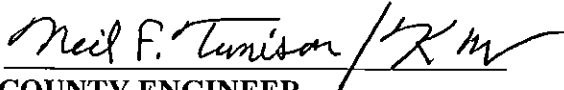
SIGNATURE: * 

PRINTED NAME: David Young

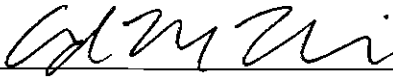
TITLE: President

DATE: 2-13-24

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam M. Nide

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



by: *Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021, A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. MEEKS

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of February, 2024.



Austin W. King

Austin W. King, Secretary

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

Resolution

Number 24-0234

Adopted Date February 13, 2024

APPROVING VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Jackson – Ferguson Subdivision – Hamilton Township
- Losh Landing Section 2 – Deerfield Township
- Losh Landing North Section 1A – Deerfield Township

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 24-0235

Adopted Date February 13, 2024

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE MCCLURE ROAD BRIDGE PROJECT FUND #4460

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Mc Clure Road Bridge Project, an amended certificate and a supplemental appropriation need to be accepted; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$32,530.50 for the McClure Road Bridge Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Engineer's Fund #4460 McClure Road Bridge Project:

Supplemental Appropriation

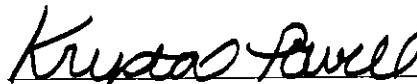
\$32,530.50 into 44603130-5320 (Capital Purchases)

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Engineer (file)

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

Resolution

Number 24-0236

Adopted Date February 13, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS SPECIAL
PROJECTS FUND #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 100,000.00 into #22241220-5371 (Software Data Board Approved)

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0237

Adopted Date February 13, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND
#2295

BE IT RESOLVED, to approve the following supplemental appropriations into Warren County
Sheriff's Office Fund #2295:

\$1,000.00 into 22952200-5210 (Material & Supplies)

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

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

Resolution

Number 24-0238

Adopted Date February 13, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND
#6630

BE IT RESOLVED, to approve the following supplemental appropriations into Warren County
Sheriff's Office Fund #6630:

\$480,929.70	into	66302251-5991	(Reimbursement)
\$ 9,564.47	into	66302258-5991	(Reimbursement)
\$ 19,852.55	into	66302262-5991	(Reimbursement)
\$ 19,503.80	into	66302264-5991	(Reimbursement)

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

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

Resolution

Number 24-0239

Adopted Date February 13, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

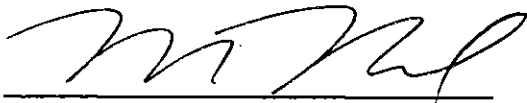
REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	MIAMI VALLEY POWER EQUIPMENT LLC	ENG PRO TURN 560 /ZEROP TURN M	\$ 13,077.45 *state contract
TEL	BUCKEYE POWER SALES CO INC	TEL BUCKEYE POWER SALES GENERA	\$ 1,685.27 *contract in packet
WAT	WATER SOLUTIONS UNLIMITED	SEW TB SODIUM HYPOCHLORITE (NA	\$ 10,000.00 *bid project
WAT	WATER SOLUTIONS UNLIMITED	SEW TB FERRIC CHLORIDE (FECI3)	\$ 18,000.00 *bid project
WAT	CHEMICAL INC	SEW TB SODIUM BISULFITE (NAHSO	\$ 7,500.00 *bid project

PO CHANGE ORDERS

FAC	KY-OH PROPERTIES LLC	FAC NEW DISPATCH WORKSTATIONS	\$ 1,950.00 *increase
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2/13/2024 APPROVED:



Martin Russell, County Administrator

Resolution

Number 24-0240

Adopted Date February 13, 2024

ENTERING INTO A PROFESSIONAL SERVICE CONTRACT WITH THE CITY OF HILLSBORO RELATIVE TO BUILDING INSPECTION SERVICES

BE IT RESOLVED, to enter into a professional service contract with the City of Hillsboro for the purpose of Warren County providing building inspection services, plan review and Building Official services on behalf of the City of Hillsboro; copy of said contract is attached hereto and made a part hereof.

Mr. Grossman 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 13th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—City of Hillsboro
Building Department (file)

**Professional Services Contract for Building Code Enforcement
between the
City of Hillsboro, Ohio, and Warren County Board of Commissioners**

This Professional Services Contract (the Agreement) is made by and between the CITY OF HILLSBORO, an Ohio municipal corporation, whose mailing address is 130 N. High Street, Ohio 45133 (the "CITY") and the WARREN COUNTY BOARD OF COMMISSIONERS, an Ohio county and political subdivision, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "COUNTY");

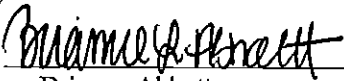
1. **Professional Services:** The COUNTY agrees to perform professional services as outlined in Appendix A (Scope of Services) attached hereto and made a part hereof.
2. **Terms:** The performance of professional services by the COUNTY shall commence upon execution of this Agreement by both parties. All terms of the Agreement shall remain in force and effect unless and until such time that either party terminates the Agreement as provided in Section 6 hereinafter.
3. **Compensation:** The CITY agrees to compensate COUNTY in accordance with the terms and conditions set forth in Appendix B (Compensation).
4. **Responsibilities of the CITY:** If the services performed by the COUNTY are dependent upon the CITY furnishing data or other information to the COUNTY, all such data, information, reports, and other material as are existing, available, and necessary for the carrying out of the work shall be furnished to the COUNTY without charge by the CITY, and the CITY shall cooperate with the COUNTY in every way possible in carrying out the professional services.
5. **Personnel:** The COUNTY represents that it currently employs all personnel required in performing the services under the Agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with, the CITY.
6. **Insurance:** The CITY shall provide COUNTY with a Certificate of Insurance (or other documentation satisfactory to the COUNTY) that the CITY has in effect, without interruption, during the term of this Agreement, a policy of general commercial liability insurance or the equivalent thereof that names the County and its elected officials and employees as additional insureds relating to the scope of services of this Agreement. The Certificate of Insurance shall further require the COUNTY be given advance notice at the address in the introductory paragraph in the event of termination of such policy during the term of this Agreement. The CITY'S insurance coverage shall be the primary liability coverage and the COUNTY's self-insured pooled coverage shall be secondary. ~~The COUNTY is self-insured for Worker's Compensation and its employees shall be covered under the COUNTY'S worker's compensation coverage.~~
7. **Termination of Contract:** The Agreement may be terminated by either party, without cause, which shall be evidenced by receipt of a thirty (30) day prior written notice from the other party of its intent to terminate, and upon expiration of the thirty (30) days the Agreement shall be terminated.
8. **Waivers or Revisions:** To be valid, any waiver, amendment, or revision of any portion of this Agreement shall be in writing and shall not take effect until signed by the duly authorized representatives of both the CITY and the COUNTY.

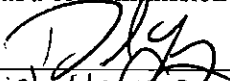
9. **Computerized Records:** Upon request, and to the extent the COUNTY's software program can generate such reports, the COUNTY shall furnish the CITY such reports as requested pertaining to the services undertaken pursuant to this Agreement. All records produced for the purpose provided herein will remain a part of the COUNTY archives, subject to the COUNTY's records retention schedule, and shall be considered public records unless an express exception or exemption provided by state or federal law applies.
10. **Authority:** The CITY and the COUNTY have each authorized and directed their undersigned representative to enter into this Agreement, and any addendums thereto, by and through their respective legislative authorities in accordance with Resolution No. 24-0240 adopted by the COUNTY on February 13, 2, 2024, and in accordance with Ordinance/Resolution No. N/A, passed on N/A, 20N/A.
11. **Governing Law and Venue.** This Agreement shall be construed under the laws of the State of Ohio regardless of choice of law rules. The parties irrevocably agree to the venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement or related thereto being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to private mediation), and each party waives any right to bring or remove such matters in or to any other state or federal court. In the event any party breaches this provision, the non-breaching party shall be entitled to recover its costs and expenses, including reasonable attorney fees, to remove an action to the Warren County, Ohio Court of Common Pleas.
12. **SEVERABILITY.** In the event that any provision of this Agreement is declared or determined to be unlawful, invalid, or otherwise unenforceable, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

IN EXECUTION THEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year written herein as the date of execution.

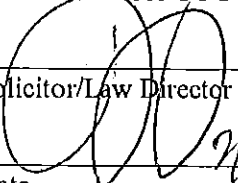
City of Hillsboro

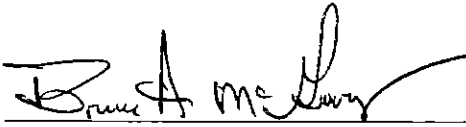
Warren County Board of Commissioners

By: 
 Name: Brianne Abbott
 Title: Safety & Service Director
 Date: 2-7-2024

By: 
 Name: David Young
 Title: President
 Date: 2-13-24

APPROVED AS TO FORM:


 Solicitor/Law Director
 Date: 2/10/24


 Assistant Warren County Prosecutor
 Date: 2/13/2024

APPENDIX A: SCOPE OF SERVICES

The COUNTY shall, per the attached Agreement, perform the following professional services for the CITY:

DESCRIPTION OF SERVICES

1. CITY agrees that COUNTY shall exercise enforcement authority for inspections and make inspections on behalf of the CITY and shall review plans and specifications. Such authority conveyed to COUNTY by this agreement shall be no more than the authority conveyed to the CITY by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. COUNTY agrees to exercise enforcement authority for inspections and plan review within the City of Hillsboro, Ohio and to make inspections and plan review on behalf of the CITY. No waiver of code requirements shall be issued by COUNTY. Inspections shall be performed on a daily basis during regular business hours except for inspections that must be performed during hours of darkness or during commercial "Shut-down" conditions. Plan review shall routinely be performed within 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio building Code will routinely be reviewed within 7 to 10 business days from receipt of plans but never longer than 30 days as required by code. Failure to render services in compliance with the Ohio Building Code will result in non-payment to COUNTY. Plans are to be submitted to the CITY'S Building and Zoning Office at its address as identified above.
3. COUNTY agrees that inspectors will be available by telephone to respond to citizen queries between 7am and 8am Monday through Friday. All inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. CITY has established a statutory building permit fee schedule, as enumerated in the ordinances of the City of Hillsboro, Ohio. The fee schedule may be changed upon approval by the CITY Council. COUNTY agrees to submit any dispute regarding the City of Hillsboro, Ohio Building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. COUNTY agrees to furnish the following specific services to the CITY:
 - a. Examine plans and specifications for proposed work, as required by the City of Hillsboro, Ohio Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical, accessibility, fire and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by the CITY. COUNTY will not knowingly issue any building permit until a zoning certificate has been approved.

- b. CITY shall process all building permits and appropriate fees at their location and shall pay COUNTY based upon the agreed-upon fee as outlined in this agreement on a monthly basis.
- c. Upon request, COUNTY will advise applicants on Code Requirements, but shall not perform design services for the completion of inadequate applications.
- d. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such services shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.
- e. Upon request of the CITY, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described.
- f. All documents including applications, plan review, job progress reports and inspections reports shall remain the property of the CITY.

APPENDIX B: COMPENSATION

The compensation for the services rendered in the attached Agreement shall be as follows:

COUNTY shall receive monthly installments of \$6,166.67 for a total annual compensation of \$74,000.04 for services rendered. The supplemental 1% or 3% OBBS fee shall be paid directly to the Ohio Board of Building Standards.