

Resolution

Number 24-1674

Adopted Date December 20, 2024

ADMINISTERING DISCIPLINARY ACTION AGAINST JADE HOLLON WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

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

WHEREAS the Director requested a pre-disciplinary conference for the above violation; and

WHEREAS, Ms. Hollon was given notice of a pre-disciplinary conference on December 10, 2024; and

WHEREAS, Ms. Hollon waived her right to a pre-disciplinary conference on December 11, 2024; and

WHEREAS, it is the recommendation of the Director that Ms. Hollon serve a one (1) day suspension without pay, following progressive discipline as this is Ms. Hollon's third group I offense.

NOW THEREFORE BE IT RESOLVED, that Jade Hollon, Eligibility Referral Specialist II, within Warren County Job and Family Services, Human Services Division, be disciplined for violating the Warren County Personnel Policy Manual as herein before discussed, the penalty for which shall consist of a one (1) day suspension to be served December 27, 2024; and

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

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Human Services (file)
J. Hollon's Personnel File
OMB (Sue Spencer)

Resolution

Number 24-1675

Adopted Date December 20, 2024

ADMINISTERING DISCIPLINARY ACTION AGAINST JOHN KENDRICK WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Kendrick, was charged with Group II offense #17, Willful disregard of departmental rules, procedures, or practices violating policy 7.21 Firearms and Group II Offense #18, Willful neglect in the observance of official safety rules, disregard to common safety practices, in accordance with the Warren County Personnel Policy Manual; and

WHEREAS the Sanitary Engineer requested a pre-disciplinary conference for the above violations; and

WHEREAS, Mr. Kendrick was given notice of a pre-disciplinary conference on December 4, 2024 2024; and

WHEREAS, Mr. Kendrick waived his right to a pre-disciplinary conference on December 4, 2024; and

WHEREAS, it is the recommendation of the Sanitary Engineer that Mr. Kendrick serve a two (2) day suspension without pay.

NOW THEREFORE BE IT RESOLVED, that John Kendrick, Foreman, within the Warren County Water and Sewer Department, be disciplined for violating the Warren County Personnel Policy Manual as herein before discussed, the penalty for which shall consist of a two (2) day suspension to be served December 26, 2024 and December 27, 2024; and

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

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
J. Kendrick's Personnel File
OMB (Sue Spencer)

Resolution

Number 24-1676

Adopted Date December 20, 2024

TERMINATING THE EMPLOYMENT OF PROBATIONARY EMPLOYEE TAYLOR GILLEN, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Gillen began employment on July 15, 2024, as a Case Aide and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the Director of Children Services recommends said employee be terminated for failing to meet the required standards of her position.

NOW THEREFORE BE IT RESOLVED, to remove Taylor Gillen from employment within the Department of Job and Family Services, Children Services Division, effective December 9, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
T. Gillen's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-1677

Adopted Date December 20, 2024

AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND THE WARREN COUNTY DISPATCH ASSOCIATION

WHEREAS, the memorandum of understanding between the Warren County Board of Commissioners and the Warren County Dispatchers Association allows county employee Frances Ficke to work overtime as a dispatcher; and

WHEREAS, pursuant to a memorandum of understanding when filling a vacancy the department is able to hire a candidate with prior years of experience at a higher than probationary rate of pay, and Ms. Ficke has prior years of experience in emergency dispatching, and Ms. Ficke's rate of pay while working in dispatch shall be the current 13-24-month rate of pay and follow the wage structure defined by the contract.

NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to sign Memorandum of Understanding between the Warren County Board of Commissioners and Warren County Dispatch Association; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: C/A – Warren County Dispatch Association
Emergency Services (file)
M. Russell

Memorandum of Understanding

Between

The Warren County Board of Commissioners

And

The Warren County Dispatchers Association

Whereas, the Warren County Board of Commissioners (County) and the Warren County Dispatchers Association (Union) are parties to a collective bargaining agreement effective January 1, 2024 through December 31, 2026; and

Whereas, the County has an employee to work in the Warren County Communications Center in a non-dispatcher role who has dispatcher experience; and

Whereas, the parties desire to allow this employee to work certain dispatcher overtime shifts.

Now therefore, the parties agree that the County has the discretion to allow the above-referenced employee the opportunity to work overtime as a dispatcher on the same basis that supervisors are permitted to work overtime as a dispatcher in accordance with the collective bargaining agreement.

This MOU shall not be used as precedent in any future matters as a basis to allow non-bargaining unit members to perform bargaining unit work.

This MOU shall expire on December 30, 2026.

FOR THE WARREN COUNTY BOARD
OF COMMISSIONERS:

* M. [Signature]

WARREN COUNTY DISPATCHERS
ASSOCIATION:

C. R. [Signature] 12-2-24

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

Resolution

Number 24-1678

Adopted Date December 20, 2024

AUTHORIZING THE POSTING OF THE "PROTECTIVE SERVICES CASEWORKER III" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists two openings for "Protective Services Caseworker III" positions within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker III" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 9, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1679

Adopted Date December 20, 2024

ACCEPTING THE RESIGNATION OF LAURA SHORT, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE DECEMBER 20, 2024

BE IT RESOLVED, to accept the resignation of Laura Short, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective December 20, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
L. Short's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-1680

Adopted Date December 20, 2024

ACCEPTING THE RESIGNATION OF DESIREE DIETMEYER, COMPLIANCE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE NOVEMBER 29, 2024

BE IT RESOLVED, to accept the resignation of Desiree Dietmeyer, Compliance Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective November 29, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
D. Dietmeyer's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-1681

Adopted Date December 20, 2024

HIRING APRIL STEPHENSON AS ASSESSMENT/INVESTIGATIVE CASEWORKER I,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION

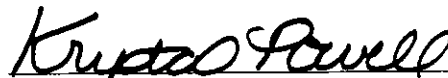
BE IT RESOLVED, to hire April Stephenson as Assessment/Investigative Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #16, \$23.06 per hour, under the Warren County Job and Family Services compensation plan, effective January 6, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

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

Resolution

Number 24-1682

Adopted Date December 20, 2024

**HIRING MELISSA SHORTER AS ASSESSMENT/INVESTIGATIVE CASEWORKER I,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION**

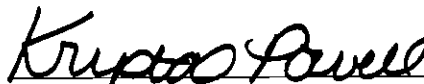
BE IT RESOLVED, to hire Melissa Shorter as Assessment/Investigative Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #16, \$23.06 per hour, under the Warren County Job and Family Services compensation plan, effective December 30, 2024, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
M. Shorter's Personnel file
OMB – Sue Spencer

Resolution

24-1683
Number _____

December 20, 2024
Adopted Date _____

HIRING KELSY WRIGHT AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Kelsy Wright as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #16, \$23.06 per hour, under the Warren County Job and Family Services compensation plan, effective January 6, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
K. Wright's Personnel file
OMB – Sue Spencer

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

Resolution

Number 24-1684

Adopted Date December 20, 2024

HIRING LANDON COPENHAVER AS ASSESSMENT/INVESTIGATIVE CASEWORKER I,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION

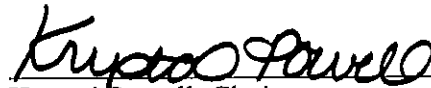
BE IT RESOLVED, to hire Landon Copenhaver as Assessment/Investigative Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #16, \$23.06 per hour, under the Warren County Job and Family Services compensation plan, effective January 6, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
L. Copenhaver's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1685

Adopted Date December 20, 2024

HIRING BRANDON FLUHARTY AS AN INFRASTRUCTURE SYSTEMS TECHNICIAN I WITHIN THE TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to approve the hiring of Brandon Fluharty as Infrastructure Systems Technician I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$25.00 per hour, effective January 6, 2025, subject to a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecom (file)
B. Fluharty's Personnel file
OMB – S. Spencer

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

Resolution

Number 24-1686

Adopted Date December 20, 2024

HIRING OLIVIA SIMON AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Olivia Simon, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #16, \$23.06 per hour, under the Warren County Job and Family Services compensation plan, effective January 6, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
O. Simon's Personnel file
OMB – Sue Spencer

Resolution

24-1687

December 20, 2024

Number _____

Adopted Date _____

HIRING VIRGINIA BOOKS AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ms. Books formerly worked as an Emergency Services Operator for the department and has reapplied to return as an Emergency Communications Operator.

BE IT RESOLVED, to hire Virginia Books as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective January 6, 2025, at a starting rate of \$28.35 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
V. Books' Personnel file
OMB- Sue Spencer

Resolution

Number 24-1688

Adopted Date December 20, 2024

HIRING ANDREA PITTMAN AS A SOCIAL SERVICE WORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Andrea Pittman, as a Social Service Worker I, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 16, \$23.06 per hour, effective January 6, 2025, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1689

Adopted Date December 20, 2024

ADOPTING CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF CYBER SECURITY ANALYST I WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Cyber Security Analyst I be created within the Telecommunications Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Cyber Security Analyst I within the Telecommunications Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification.

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Cyber Security Analyst I, pay range assignment of #18, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Cyber Security Analyst I, effective December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Classification/Compensation file
Telecom (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 1 of 3

TITLE: Cyber Security Analyst 1

PAY RANGE:

JOB RESPONSIBILITIES: Performs other duties as required.

- Coordinates in the development and implementation of procedures to support security strategies and policies.
- Conducting risk assessments and audits of computer systems, IT infrastructure, security processes, and operational efforts.
- Participates on project teams to ensure compliance with applicable security policies and standards.
- Creating recommendations for system and procedural changes to avoid or remediate security breaches.
- Supports ongoing compliance activities, as well as Federal, State, and Local audits of policies and best practices.
- Provides ongoing training and knowledge transfer to staff on network and information security policies, procedures, and information safeguarding covering topics including, but not limited to, risk management, cloud computing, application protection, and mobile security.
- Monitors and reviews log information from various networks/systems. Performs reviews and audits of security configurations of infrastructure/application components such as firewall rules, etc.
- Maintain Configuration Management Database (CMDB).
- Creation, maintenance and review of system level schematics, diagrams, flowcharts, business workflow documents with the current document standards.
- Familiarity with JavaScript, .NET, and XML, PowerShell
- Familiarity with CIS Critical Security Controls
- Familiarity with NIST SP800-53

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

- 2+ years of direct experience with information security principles and operations
- Understanding of standard security control frameworks, including NIST Cybersecurity Framework, CSC20 and OWASP Proactive Controls
- Intermediate understanding of IT security domains, including access control; application development security; business continuity and disaster recovery planning; cryptography; information security governance and risk management; legal regulations, investigations, and compliance; operations security; and physical and environmental security.
- Ability to advise IT system architects, technical project teams, and high-level business managers.
- Strong understanding of risk management concepts, metrics, and reporting methodologies.
- Understanding of business processes surrounding security and IT technical implementations

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 2 of 3

TITLE: Cyber Security Analyst 1

PAY RANGE:

- Demonstrated ability to learn new technologies with minimal support and guidance.
- Strong ethical foundation for business practices and promotion of workplace integrity
- Self-driven education to stay abreast of security developments and threats.
- Team oriented; active participant in team and project meetings
- Diligent notification of management and co-workers of ongoing activities and possible security exposures
- Solutions-driven, vendor-neutral technology outlook
- Priority-driven time management for diverse projects across multiple customers and environments
- Independent thinker: must be able to prioritize work and plan future activities.
- Detail-focused, adherent to procedures
- Strong communications skills, both written and oral, with ability to interact effectively at all levels of responsibility and authority.
- Demonstrable aptitude for careers in IT security

LICENSURE AND CERTIFICATION REQUIREMENTS:

- Valid Ohio driver's license
- CompTIA S+
- FCC Amateur Radio Service Technician License – Incident Response Team Requirement
- CompTIA A+ Certification - Incident Response Team Requirement / Patch Team Requirement
- CompTIA Server+ Certification - Incident Response Team Requirement / Patch Team Requirement
- CompTIA Network+ Certification - Incident Response Team Requirement

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Provides timely analysis of security advisories and suggest action.
2. Available On Call 24/7 for Incident Response and Support.
3. Designs, tests, and implements state-of-the-art secure operating systems, networks, and database products.
4. Conducts risk assessment and provides recommendations for application design. Involved in a wide range of security issues including architectures, firewalls, electronic data traffic, and network access.
5. Uses encryption technology, penetration and vulnerability analysis of various security technologies, and information technology security research. May prepare security reports to regulatory agencies.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 3 of 3

TITLE: Cyber Security Analyst 1

PAY RANGE:

6. Operates vehicle to troubleshoot software problems at remote work locations.
7. Represent the Department during assigned meetings and events. Some take place outside of normal working hours.
8. Logs and records for software repairs, modifications and upgrades using provided procedures.
9. Maintains and process numerous complex reports associated with application databases
10. Ensures confidentiality of program and report data, as required by law.
11. Operates general office and radio equipment.
12. Assists in inventory and invoicing of department equipment.
13. Demonstrates a regular and predictable attendance.
14. Maintains a valid Ohio driver's license.

KNOWLEDGE, SKILLS AND ABILITIES: *Necessary to perform duties.*

- Understanding of common network protocols and network traffic analysis
- Relevant knowledge and or experience writing and using common scripting languages such as Python and PowerShell.
- Relevant knowledge and or experience of analyzing network traffic via PCAP APIs (i.e. WireShark)
- Relevant knowledge and or experience of using command line tools (Windows, Linux)
- Ability of employing cybersecurity operations concepts in a cloud environment.
- Ability of developing and refining detection and IR tactics, techniques, and procedures in response to changes in the threat landscape and adversary threat models.
- Ability to perform proactive cyber threat hunting and current best practices.
- Ability to solve programming problems utilizing policy and protocol; interpret instructions; maintain accurate records. Must be able to analyze problems accurately and translate the analysis into effective solutions that meets the requirements as set forth in policy.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: CYBER SECURITY ANALYST I

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	C	45
#7	Responsibility for Completing Records and Reports	C	54
#8	Personal Contacts	F	45
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>632</u>
	RANGE		#18

File: range

Adopted: 8/4/08

Resolution

Number 24-1690

Adopted Date December 20, 2024

**ADOPTING CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS
OF CHIEF INFORMATION SECURITY OFFICER WITHIN THE TELECOMMUNICATIONS
DEPARTMENT**

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Chief Information Security Officer be created within the Telecommunications Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Chief Information Security Officer within the Telecommunications Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification.

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Chief Information Security Officer, pay range assignment of #21-B, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Chief Information Security Officer, effective December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Classification/Compensation file
Telecom (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 1 of 4

TITLE: Chief Information Security Officer

PAY RANGE: 21-B

JOB RESPONSIBILITIES: Performs other duties as required.

- Overseeing the security procedures and policies. As the Unit Leader of cybersecurity, they shoulder a wide range of job responsibilities, including developing and implementing an information security strategy, overseeing security measures to prevent cyberattacks, and managing incident response if a breach occurs. Besides protecting critical data, a CISO job description also involves working with other employees to educate them on safe IT practices. The CISO is up to date with the latest trends and technologies in cybersecurity, including the latest software. Conducting risk assessments and audits of computer systems, IT infrastructure, security processes, and operational efforts.
- Manages assigned vendor relationships and budget.
- Developing and implementing an information security strategy
- Identifying and assessing security risks
- Implementing security measures to mitigate risks
- Ensuring compliance with regulations and industry standards
- Leading a Unit of security professionals
- Raising security awareness throughout the organization
- Participates in project teams assigned.
- Creating recommendations for system and procedural changes to avoid or remediate security breaches.
- Supports ongoing compliance activities, as well as Federal, State, and Local audits of policies and best practices.
- Provides ongoing training and knowledge transfer to staff on network and information security policies, procedures, and information safeguarding covering topics including, but not limited to, risk management, cloud computing, application protection, and mobile security.
- Monitors and reviews log information from various networks/systems. Performs reviews and audits of security configurations of infrastructure/application components such as firewall rules, etc.
- Creation, maintenance and review of system level schematics, diagrams, flowcharts, business workflow documents with the current document standards.
- Familiarity with JavaScript, .NET, and XML, PowerShell
- Familiarity with OWASP Proactive Controls
- Expert with CIS Critical Security Controls
- Expert with NIST SP800-53
- Creation, maintenance and review of system level schematics, diagrams, flowcharts, business workflow documents with the current document standards.
- Familiarity with JavaScript, .NET, and XML, PowerShell
- Familiarity with OWASP Proactive Controls
- Expert with CIS Critical Security Controls
- Expert with NIST SP800-53

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TITLE: Chief Information Security Officer

PAY RANGE: 21 - B

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

- 5+ years of direct experience with information security principles and operations
- 2+ years of direct experience conducting information security risk assessments.
- Advanced understanding of standard security control frameworks, including NIST Cybersecurity Framework, CIS Controls and OWASP Proactive Controls
- Intermediate understanding of IT security domains, including access control; application development security; business continuity and disaster recovery planning; cryptography; information security governance and risk management; legal regulations, investigations, and compliance; operations security; and physical and environmental security.
- Ability to advise IT system architects, technical project teams, and high-level business managers.
- Strong understanding of risk management concepts, metrics, and reporting methodologies.
- Understanding of business processes surrounding security and IT technical implementations
- Demonstrated ability to learn new technologies with minimal support and guidance.
- Strong ethical foundation for business practices and promotion of workplace integrity
- Self-driven education to stay abreast of security developments and threats.
- Team oriented; active participant in team and project meetings
- Diligent notification of management and co-workers of ongoing activities and possible security exposures
- Solutions-driven, vendor-neutral technology outlook
- Priority-driven time management for diverse projects across multiple partners and environments
- Independent thinker: must be able to prioritize work and plan future activities.
- Detail-focused, adherent to procedures
- Strong communications skills, both written and oral, with ability to interact effectively at all levels of responsibility and authority.
- Demonstrable aptitude for careers in IT security
- Interface with and represent Telecommunications in cyber forensic events.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Provides timely analysis of security advisories and suggest action.
2. Must maintain the ability to participate in the Incident Response Team
 - a. May be on call 24/7 and/or participate in a rotation.
 - b. Carry's employer issued cellular phone for recall purposes.
 - c. Obtain and maintain required skills.
 - d. Work nontraditional schedule as required support Incident Response Team assignments.

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WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Chief Information Security Officer

PAY RANGE: 21 - B

3. Must maintain ability to participate in the Patch Management Team.
 - a. Obtain and maintain required skills.
4. Designs, tests, and implements state-of-the-art secure operating systems, networks, and database products.
5. Conducts risk assessment and provides recommendations for application design. Involved in a wide range of security issues including architectures, firewalls, electronic data traffic, and network access.
6. Uses encryption technology, penetration and vulnerability analysis of various security technologies, and information technology security research. May prepare security reports to regulatory agencies.
7. Operates vehicle to troubleshoot software problems at remote work locations.
8. Represent the Department during assigned meetings and events. Some take place outside of normal working hours
9. Logs and records for software repairs, modifications and upgrades using provided procedures.
10. Maintains and process numerous complex reports associated with application databases.
11. Ensures confidentiality of program and report data, as required by law.
12. Operates general office and radio equipment.
13. Assists in inventory and invoicing of department equipment.
14. Demonstrates a regular and predictable attendance.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Chief Information Security Officer

PAY RANGE: 21- B

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: Public Safety principals, protocol and procedures, Computer Aided Dispatching and Records Management Systems, safety practices and procedures. Requires a combination of technical expertise in cybersecurity, strong leadership skills, excellent communication abilities, a deep understanding of risk management, business acumen, and the ability to translate complex security concepts into understandable terms for executives, making strategic decisions to protect an organization's data and systems effectively

- Understanding of common network protocols and network traffic analysis
- Relevant knowledge and or experience writing and using common scripting languages such as Python and PowerShell.
- Relevant knowledge and or experience of analyzing network traffic via PCAP APIs (i.e. WireShark)
- Relevant knowledge and or experience of using command line tools (Windows, Linux)
- Ability of employing cybersecurity operations concepts in a cloud environment.
- Ability of developing and refining detection and IR tactics, techniques, and procedures in response to changes in the threat landscape and adversary threat models.
- Ability to perform proactive cyber threat hunting and current best practices.
- Ability to solve programming problems utilizing policy and protocol; interpret instructions; maintain accurate records. Must be able to analyze problems accurately and translate the analysis into effective solutions that meets the requirements as set forth in policy.

WARREN COUNTY BOARD OF COMMISSIONERS

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: CHIEF INFORMATION
SECURITY OFFICER

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	D	90
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	D	72
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	D	45
	TOTAL POINT FACTOR ASSIGNMENT		<u>699</u>
	RANGE		#21

Resolution

Number 24-1691

Adopted Date December 20, 2024

ADOPTING CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF WATER MAINTENANCE ASSISTANT SUPERINTENDENT WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Water Maintenance Assistant Superintendent be created within Water and Sewer Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Water Maintenance Assistant Superintendent within Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification.

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Water Maintenance Assistant Superintendent, pay range assignment of #22, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Water Maintenance Assistant Superintendent, effective December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: Classification/Compensation file
Water and Sewer (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Water Maintenance Assistant Superintendent

PAY RANGE: 22

JOB RESPONSIBILITIES: Performs other duties as required.

Under administrative direction, assists with the operation and maintenance of the county water distribution system; assist with the supervision of water distribution and staff.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Comprehensive knowledge of water distribution maintenance operations; knowledge of supervision and/or equivalent combination of training and/or experience.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Assists the Superintendent with the direction, coordination and monitoring of the water maintenance, inspection and permit sections.
2. Assist with supervising water employees (e.g., assigns and reviews work, evaluates employee performance, recommends discipline, trains, receives and adjusts employee grievances; interviews and recommends applicants, etc.).
3. Monitor project completion and ensure projects meet quality standards and regulations.
4. Ensures that safety practices and procedures are being met.
5. Recommends and implements department policies and procedures.
6. Travels to and gains access to worksite to inspect water distribution system to identify existing or potential operating problems (e.g., checks and locates grades, water lines, valves, laterals, etc.).
7. Assists State and County highway departments and utility companies in locating service lines.
8. Available twenty four (24) hours a day; seven (7) days a week.
9. When needed, may represent the Superintendent with assisting the Sanitary Engineer on special projects (e.g., meets with engineering and construction firm representatives, oversees small construction projects, contacts homeowners and obtains easements for projects, etc.).

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

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TITLE: Water Maintenance Assistant Superintendent

PAY RANGE: 22

10. Performs inspections of plant facilities to ensure work projects are being completed within the time frame allotted.
11. Orders, inventories and maintains an inventory of tools, equipment and supplies.
12. Operates a computer.
13. Investigates complaints from property owners and customers concerning work performed, billings, etc.
14. Inspects property to determine leaks.
15. Demonstrates a regular and predictable attendance.
16. Maintains a valid Ohio driver's license.
17. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.
18. Operate and maintain our Maintstar program. Create work orders, distribute work Orders to employees, close work orders.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: water distribution system maintenance procedures, methods, techniques and standards; equipment, tools and materials utilized in maintenance function; safety practices and procedures, supervision, scheduling; employee training and development; surveying tools, devices and equipment and methods.

Ability to: define problems, collect data, establish facts and draw valid conclusions; calculate numbers; communicate effectively; establish friendly atmosphere as supervisor of a work unit; maintain accurate records; identify potential or existing problems and take proper action.

Skill in: Interpreting blueprints.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: WATER MAINTENANCE ASST
SUPERINTENDENT

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	E	112
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	E	75
#6	Responsibility for Safety of Others	E	90
#7	Responsibility for Completing Records and Reports	C	54
#8	Personal Contacts	D	30
#9	Work Environment and Physical Demands	C	34
	TOTAL POINT FACTOR ASSIGNMENT		<u>755</u>
	RANGE		#22

Resolution

Number 24-1692

Adopted Date December 20, 2024

**ADOPTING CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS
OF CUSTOMER SERVICE BILLING SUPERVISOR WITHIN THE WATER AND SEWER
DEPARTMENT**

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Customer Service Billing Supervisor be created within the Water and Sewer Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Customer Service Billing Supervisor within the Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification.

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Customer Service Billing Supervisor, pay range assignment of #19, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Customer Service Billing Supervisor, effective December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Classification/Compensation file
Water/Sewer (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: Customer Service Billing Supervisor

PAY RANGE: 19

JOB RESPONSIBILITIES: Performs other duties as required.

Under the general supervision of the Director of Fiscal Operations, the Customer Service Billing Supervisor oversees all customer billing functions, ensuring accuracy and timely collections while maintaining high levels of customer satisfaction. This role manages a team of Utility Clerks, ensuring that all customer service inquiries are handled efficiently and professionally. Works closely with the department's financial and operations teams to ensure that billing processes are aligned with the department's financial objectives and regulatory requirements.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of post-secondary education with major coursework in finance, accounting, business administration, or other related field, and five years' experience in billing, accounting, or customer service, preferably in the utilities, government, or public sector; or training and/or work experience which evidences a comprehensive knowledge of utility billing and management, proficiency in using utility billing systems, customer service best practices and rate structures; and/or equivalent.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Supervise the employees of the Water and Sewer Departments customer service and utility billing staff by developing work rules, planning, scheduling, and assigning tasks. Conduct staff meetings, administer disciplinary actions, when necessary, approve leave, overtime, and time entry in payroll, interviewing and recommending candidates, and conducting performance reviews.
2. Assist in the preparation of various financial and billing reports, rate studies, and audits in coordination with the Director of Fiscal Operations.
3. Ensure accurate and timely issuance of bills for water and sewer services, including proper billing system configuration, rate changes, fee adjustments, and customer account management.
4. Interpret, recommend, implement and enforce departmental policies with the approval from the Director of Fiscal Operations, ensuring they are properly enforced.
5. Ensure proper billing system configuration, updates, and management, including rate changes, fee adjustments, and customer account management.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Customer Service Billing Supervisor

PAY RANGE: 19

6. Oversee payment collection processes, ensuring accurate posting of payments and addressing delinquent accounts in compliance with departmental policies. Collaborate with the Accounting Supervisor to reconcile payments and ensure accurate reporting. Manage collections by running reports on final and closed accounts, issuing collection notices, preparing debt collection analyses for management, and certifying outstanding balances for property tax assessment. Annually provide delinquent account data to other municipal systems for billing and potential tax assessment.
7. Ensure billing software systems are updated, functional, and aligned with departmental needs. Identify and implement process improvements to enhance efficiency and accuracy.
8. Regularly review billing data for accuracy, perform audits to identify and correct errors or inconsistencies, and manage customer account adjustments in compliance with departmental policies.
9. Provide leadership, mentorship, and performance evaluations for customer service/billing staff, ensuring tasks are completed accurately and on time. Conduct employee reviews and establish professional development plans.
10. Implement training programs for customer service staff to improve knowledge of billing systems, customer service best practices, and problem-solving techniques, ensuring all team members are informed about the department's services, rates, and policies.
11. Responsible for maintaining and responding to customer emails through the Warren County Water & Sewer webmail account.
12. Update and maintain the Water & Sewer Departments Rules and Regulations, ensuring they remain current and compliant with local, state, and federal standards, and align with best practices in the water and sewer industry.
13. Analyze billing data and operational metrics to identify trends, address challenges, and recommend process improvements for increased efficiency and accuracy.
14. Handle customer inquiries and main point of contact for escalated complaints related to billing matters, including rates, fees, charges, payments, and services. Provide clear explanations of the department's rate structure, charges, and any discrepancies, ensuring timely resolution of issues.
15. Lead and support various special projects assigned by the Director of Fiscal Operations, ensuring efficient completion in alignment with departmental goals and objectives.
16. Participate in contract negotiations with third-party providers, including billing, printing, mailing contractors, credit card processors, banking partners, and software vendors.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Customer Service Billing Supervisor

PAY RANGE: 19

17. Maintain and enhance knowledge and skills through attendance in meetings, conferences, training courses, seminars, and in-service training sessions.

18. Performs additional duties and assignments as requested by the Director of Fiscal Operations

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: accounting; management; utility billing practices and procedures; agency goals and objectives; agency policies and procedures; government structure and process; supervision; scheduling; customer service best practices; utility billing software systems.

Ability to: understand accounting principles; use statistical analysis; communicate effectively; interview job applicants effectively; establish a friendly atmosphere as a supervisor of a work unit; operate office equipment.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: CUSTOMER SERVICE BILLING
SUPERVISOR

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	B	36
#8	Personal Contacts	C	23
#9	Work Environment and Physical Demands	D	45
	TOTAL POINT FACTOR ASSIGNMENT		<u>659</u>
	RANGE		#19

Resolution

Number 24-1693

Adopted Date December 20, 2024

ADOPTING CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF ACCOUNTING SUPERVISOR WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Accounting Supervisor be created within the Water and Sewer Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Accounting Supervisor within the Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification.

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Accounting Supervisor, pay range assignment of #19, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Accounting Supervisor, effective December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Classification/Compensation file
Water/Sewer (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: Accounting Supervisor

PAY RANGE: 19

JOB RESPONSIBILITIES: Performs other duties as required.

Under the general supervision of the Director of Fiscal Operations, the Accounting Supervisor is responsible for managing the daily accounting operations of the department and supervising accounting staff. This role ensures the accuracy and efficiency of financial processes, including accounts payable, accounts receivable, and general ledger management. The Accounting Supervisor works closely with the Director of Fiscal Operations to achieve the department's financial objectives and implements accounting procedures to enhance operational effectiveness. Additional duties may be assigned as needed.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of post-secondary education with major coursework in finance, accounting, business administration, or other related field, and five years' experience in an accounting position; or training and/or work experience which evidences a comprehensive knowledge of accounting and management, and an advanced knowledge of supervision, budgeting and office practices; and/or equivalent.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Supervise the employees of the Water and Sewer Departments accounting office by developing work rules, planning, scheduling, and assigning tasks. Conduct staff meetings, administer disciplinary actions, when necessary, approve leave, overtime, and time entry in payroll, interviewing and recommending candidates, and conducting performance reviews.
2. Assist in the preparation of various financial reports, budgets, and audits in coordination with the Director of Fiscal Operations.
3. Interprets, recommends, implements and enforces policies with the approval of the Director of Fiscal Operations, ensuring they are properly enforced.
4. Monitor cash flow, budget performance, and departmental spending to ensure fiscal responsibility and make recommendations for improvements in cost efficiency and financial management.
5. Ensure timely and accurate completion of month-end and year-end close processes, including account reconciliations, financial reporting, and cash account management, maintaining the integrity of financial data.

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WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Accounting Supervisor

PAY RANGE: 19

6. Collaborate with the Customer Service Billing Supervisor to align billing processes with financial records and ensure proper revenue reporting.
7. Support the Director of Fiscal Operations in strategic financial planning, providing analysis and recommendations for cost savings and operational efficiency.
8. Regularly audit accounts payable and receivable transactions to ensure accuracy, compliance with policies, and proper authorization. Identify discrepancies and implement corrective actions as needed.
9. Provide leadership, mentorship, and performance evaluations for accounting staff, ensuring tasks are completed accurately and on time. Conduct employee reviews and establish professional development plans.
10. Manage the full payroll cycle, including payroll processing, submission of employee maintenance forms, fringe reports, and resolution of payroll discrepancies. Serve as the primary point of contact for payroll-related inquiries, ensuring accurate reporting and compliance with vacation, sick leave, comp-time, FMLA, and other policies.
11. Collaborate with the HR department to coordinate new hire processing, including benefits initiation, compliance with legal requirements, and updating employee records.
12. Prepare various payroll-related reports, including expense tracking, wage and salary summaries, and employee earnings statements, for management review.
13. Oversee the purchase order process for the department, ensuring all POs are accurately created, tracked, updated, and closed in a timely manner. This includes monitoring open POs, ensuring proper documentation, verifying expenditures align with budgetary constraints, and resolving any discrepancies or issues related to purchase orders.
14. Handle customer inquiries related to accounting matters such as rates, fees, and charges, providing clear explanations of the department's rate structure and the rationale behind specific charges.
15. Lead and support various special projects assigned by the Director of Fiscal Operations, ensuring efficient completion in alignment with departmental goals and objectives.
16. Handle customer requests for water and sewer damage reimbursements by collecting and reviewing claims, verifying supporting documentation, and ensuring that reimbursement requests comply with departmental policies.

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WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: Accounting Supervisor

PAY RANGE: 19

17. Assist with development of detailed specifications and requirements for competitive bidding processes and Requests for Proposals (RFPs), ensuring compliance with procurement guidelines, and industry standards to obtain quality goods and services at the best value.
18. Maintain and enhance knowledge and skills through attendance in meetings, conferences, training courses, seminars, and in-service training sessions.
19. Performs additional duties and assignments as requested by the Director of Fiscal Operations

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: accounting; management; office practices and procedures; agency goals and objectives; agency policies and procedures; government structure and process; supervision; scheduling; budgeting.

Ability to: understand accounting principles; use statistical analysis; communicate effectively; interview job applicants effectively; establish a friendly atmosphere as a supervisor of a work unit; operate office equipment.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: ACCOUNTING SUPERVISOR

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	B	36
#8	Personal Contacts	C	23
#9	Work Environment and Physical Demands	D	45
	TOTAL POINT FACTOR ASSIGNMENT		<u>659</u>
	RANGE		#19

Resolution

Number 24-1694

Adopted Date December 20, 2024

ADOPTING CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF LITTER CONTROL SUPERVISOR WITHIN THE SOLID WASTE MANAGEMENT DISTRICT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Litter Control Supervisor be created within Solid Waste Management District; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Litter Control Supervisor within Solid Waste Management District; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification.

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Litter Control Supervisor, pay range assignment of #17, as attached hereto and made a part hereof; and


BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Litter Control Supervisor, effective December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Classification/Compensation file
Solid Waste (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: Litter Control Supervisor

PAY RANGE: 17

JOB RESPONSIBILITIES: Performs other duties as required.

Under direction, plans, coordinates and supervises the litter control and recycling activities for the Solid Waste Management District: coordinates litter collection activities with the Combine Health District and appropriate law enforcement agencies and reports illegal dumping or littering. recognizes unusual or threatening conditions and takes appropriate action; communicates with County, Township and Municipal personnel; maintains accurate records, and administers policies according to agency policies and procedures.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. Completion of two years of post-secondary education preferred and experience working with youth and/or adults in supervisory, recreational and/or experiential learning activities. Possession of a valid State of Ohio Motor Vehicle Operator's License. Must be 21 years of age.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Manage litter program with supervision, training of participants, planning activities, and routes.
2. Monitor participants' performance, safety, and behavior.
3. Report to and discuss solutions with the Director on any concerns on the program, its participants, and employee crew.
4. Oversee community events such as electronic recycling events, including planning, securing equipment and laborers, on-site supervision, and clean-up.
5. Serve as main contact with County Jail, Probation Department, County Court and other legal jurisdictions involved in the Litter Program.
6. Coordinate activities with other department agencies such as Facilities Management when additional labor is needed.
7. Establish and implement safety protocols for Litter Program.
8. Maintain all paperwork and forms for community service and inmate participants such as attendance records, waivers, and evaluations.

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WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Litter Control Supervisor

PAY RANGE: 17

9. Coordinate with County Garage on vehicle maintenance.
10. Initiate recycling and litter programs to complement the Solid Waste Strategic Plan goals.
11. Under direction, plans, coordinates, and supervises the litter control activities for the Solid Waste Management District.
12. Provides direct supervision and training of the participants (may include court assigned adults and youth, trustees from jail, supervisors and employees of the summer litter control program, and general relief workers) in the skills needed for the work activities of the litter collection program.
13. Assists in carrying out County recycling activities such as; paint, esp and electronic recycling.
14. Determines work sequence and assigns members to specific tasks.
15. Performs participant evaluations, may recommend termination of participants who are not cooperating with the program guidelines, and may reprimand participants according to procedures.
16. Recognizes unusual or threatening conditions and takes appropriate action for their resolution.
17. Coordinates litter collection activities with the Combined Health District and appropriate law enforcement agencies and reports illegal dumping or littering.
18. Communicates with County, Township and Municipal personnel concerning litter control activities.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: Solid Waste Management District services, operational procedures and practices,* agency policies and procedures,* program regulations and guidelines,* litter collection procedures, routine record keeping procedures geography of Warren County*, supervision, and basic vehicle maintenance.

Ability to: provide leadership and guidance to participants, communicate effectively through listening, speech, and writing; develop and maintain effective working relationships with supervision, other public agency officials, associates, and participants, identify problem areas and take corrective measures, operate a motor vehicle in a safe manner, develop creative and innovative task training for work assignments, and prepare detailed reports.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: LITTER CONTROL SUPERVISOR

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	D	135
#3	Work Policies and Methods	C	67
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	B	36
#8	Personal Contacts	C	23
#9	Work Environment and Physical Demands	D	45
	TOTAL POINT FACTOR ASSIGNMENT		<u>602</u>
	RANGE		#17

Resolution

Number 24-1695

Adopted Date December 20, 2024

AMENDING THE PAY SCHEDULE RELATIVE TO THE WARREN COUNTY COMMISSIONERS' COMPENSATION PLAN

BE IT RESOLVED, to increase the minimum and maximum wage rates for each pay range for the pay schedule relative to the Warren County Commissioners' Compensation Plan; as attached hereto and made a part hereof effective pay period starting December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Classification/Compensation file
OhioMeansJobs (file)
Emergency Services (file)
Commissioners file
Telecommunications (file)
Building and Zoning (file)
Human Services (file)
OMB (Sue Spencer)

Dog and Kennel (file)
Facilities Management (file)
Water and Sewer (file)
Garage (file)
Solid Waste (file)
Grants (file)
Economic Development (file)
Children Services (file)

12/28/2024			
COMMISSIONER DEPARTMENTS			
COMPENSATION SCHEDULE "A"			
EXEMPT (SALARIED PERSONNEL)			
PAY RANGE		MINIMUM	MAXIMUM
A	13-19	\$43,206.64	\$95,494.49
B	20-26	\$55,828.80	\$114,317.49
C	Department Heads and Deputy Directors		
COMPENSATION SCHEDULE "B"			
NON-EXEMPT (HOURLY PERSONNEL)			
PAY RANGE		MINIMUM	MAXIMUM
7		\$16.97	\$23.14
8		\$17.56	\$24.44
9		\$18.08	\$25.74
10		\$18.67	\$27.17
11		\$19.12	\$28.54
12		\$20.03	\$30.41
13		\$20.77	\$31.67
14		\$21.48	\$32.88
15		\$22.30	\$34.33
16		\$23.06	\$35.58
17		\$23.96	\$37.03
18		\$24.88	\$39.63
19		\$25.83	\$40.92
20		\$26.84	\$42.63
21		\$27.91	\$44.00
22		\$29.05	\$45.43
23		\$30.23	\$46.84
24		\$31.46	\$48.26
25		\$32.73	\$49.57
26		\$34.12	\$51.02

Resolution

Number 24-1696

Adopted Date December 20, 2024

APPROVING SALARY ADJUSTMENTS FOR DEPARTMENT HEADS UNDER THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners wishes to adjust the bi-weekly salaries of their department heads.

NOW THEREFORE BE IT RESOLVED, to adjust the bi-weekly salaries of department heads under the Warren County Board of Commissioners, effective pay period beginning December 28, 2024; as reflected in the attached schedule.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file) Building/Zoning(file) OMB (file)
Commissioners file OhioMeansJobs (file) Martin Russell
Telecom (file) Water/Sewer (file) Sue Spencer
Dog/Kennel (file) Human Serv. (file) Susan Walther
Economic Dev. (file) Children Services (file)
All personnel files

County Administrator	Martin Russell	\$	6,153.85
Deputy County Administrator	Susan Walther	\$	5,192.31
Facilities Management	Trevor Hearn	\$	4,159.61
FM & BZ Deputy	Michelle Tegtmeier	\$	3,740.49
Director of Development	Matt Schnipke	\$	4,159.61
Emergency Serv.	Melissa Bour	\$	4,080.38
Dog & Kennel	Nathan Harper	\$	2,971.16
Telecom.	Paul Kindell	\$	5,122.78
Water and Sewer	Chris Brausch	\$	5,192.31
Garage	Nolan Cook	\$	3,169.23
Human Services	Arlene Byrd	\$	3,525.45
Prgram Mgr. SW & Grants	Susanne Mason	\$	3,345.04
Clerk to the Board	Krystal Powell	\$	2,692.31

Resolution

Number 24-1697

Adopted Date December 20, 2024

APPROVING WAGE ADJUSTMENTS FOR NON-BARGAINING EMPLOYEES UNDER THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners has evaluated wages and wishes to adjust wages for employees.

NOW THEREFORE BE IT RESOLVED, to adjust the wages of non-bargaining employees under the Warren County Board of Commissioners, effective pay period beginning December 28, 2024, as reflected in the attached schedule

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file) Building/Zoning(file) OMB (file)
Commissioners file OhioMeansJobs (file) M. Russell
Telecom (file) Water/Sewer (file) Sue Spencer
Dog/Kennel (file) Human Serv. (file) Susan Walther
Economic Dev. (file) Children Services (file)
All personnel files

Protective Services Caseworker II	Myrissa Kelly	\$	24.87
Protective Services Caseworker II	Chanda Titus	\$	24.87
Protective Services Caseworker II	Jaclyn Pancake	\$	24.87
Protective Services Caseworker II	Lynnette Richardson	\$	24.87
Protective Services Caseworker II	Jacleen Baronti	\$	24.87
Investigative Caseworker II	Shyanne Alford	\$	24.87
Commissioners			
Deputy Clerk	Laura Lander	\$	25.62
Dog/Kennel			
Deputy Dog Warden III	Michael Hurst	\$	27.69
Deputy Dog Warden III	Scott Dunning	\$	25.62
Deputy Dog Warden III	Zachary Thompson	\$	25.62
Facilities Management			
Facilities Manager	Mark Harrison	\$	2,725.14
Business Manager	Leanne Day	\$	2,468.04
HVAC Tech II	Wayne Click	\$	28.12
HVAC Tech II	William David	\$	28.12
Electrician II	David Gross	\$	29.28
Electronics Technician II	Mark Zindel	\$	36.32
Electronics Technician II	Garrett Wilson	\$	35.67
Plumber II	Robert Isbell	\$	29.28
Plumber II	Christopher Carman	\$	29.28
Carpenter II	Dave Nolen	\$	29.28
Service Coordinator	Jeremy Miller	\$	26.64
Service Worker III	Wesley Baker	\$	25.47
Grounda Foreman	Blake Pottorf	\$	28.84
Service Worker I	Michael Morris	\$	21.40
Custodial Foreman	Mark Hobbs	\$	23.64
Custodial Foreman	David Helton	\$	23.88
Custodial Worker II	Robert Redmon	\$	20.48
Custodial Worker II	Daniel Young	\$	19.42
Custodial Worker II	Jacqualine Ruffner	\$	19.42
Custodial Worker II	William Howard	\$	18.83
Custodial Worker II	Kathy Lundy	\$	18.62
Custodial Worker II	Mary Allyson Mckenzie	\$	18.62
Custodial Worker II	Glen Anderson	\$	18.62
Custodial Worker II	Sandy Howard	\$	18.62
Custodial Worker II	Ehren McClelland	\$	18.62
Custodial Worker II	Joy Harrison	\$	18.62
Custodial Worker I	Holly Wicks	\$	17.05
Custodial Worker I	Heidi Sparks	\$	17.05
Custodial Worker I	Paul Hicks	\$	17.05
Facilities Worker*	Bailey Snider	\$	17.56
Facilities Worker*	Ricky Sheppard	\$	17.56

* Denotes Part-Time

Garage			
Office Administrator	Nicole Remenowsky	\$	25.88
Mechanic II	Jason Campbell	\$	29.85
Mechanic II	Darrell Lamb	\$	29.85
Mechanic II	Darrin Sparks	\$	31.83
Mechanic II	David Edwards	\$	27.56
Grants			
Administrative Assistant	Sarah Hull	\$	21.40
Human Services			
HS Deputy Director	James Ryan	\$	3,057.70
Eligibility Referral Supervisor I	Lisa Walton	\$	2,531.20
Eligibility Referral Supervisor I	Svitlana V. Lytvynuk	\$	2,531.20
Eligibility Referral Supervisor I	Kiley Dane	\$	2,531.20
Eligibility Referral Supervisor I	Courtney Wilson	\$	2,499.21
Business Manager	Jordan Barnhart	\$	35.51
Training Coordinator	Nakita Sanders	\$	25.62
Fraud Investigator PT *	Tim Hunsaker	\$	24.20
QA Reviewer	Anna White	\$	24.68
Eligibility Referral Spec. III	Heidi Base-Smith	\$	24.75
Eligibility Referral Spec. III	Shannon Oxley	\$	23.75
Eligibility Referral Spec. III	Rebecca Bradley	\$	23.75
Eligibility Referral Spec. III	Sarah Smith	\$	23.75
Eligibility Referral Spec. III	Alexander Stern	\$	23.75
Eligibility Referral Spec. II	Michelle McIntyre	\$	22.81
Eligibility Referral Spec. II	Theresa Evans	\$	21.81
Eligibility Referral Spec. II	Terry Finamore	\$	21.81
Eligibility Referral Spec. II	Jodi Campbell	\$	21.22
Eligibility Referral Spec. II	John Seibert II	\$	21.22
Eligibility Referral Spec. II	Ryanne Sorrell	\$	21.22
Eligibility Referral Spec. II	Stacie Biggs	\$	21.22
Eligibility Referral Spec. II	Ruth Stilgenbauer	\$	20.63
Eligibility Referral Spec. II	Kari Blake	\$	21.63
Eligibility Referral Spec. II	Kathleen Pena	\$	20.63
Eligibility Referral Spec. II	Jennifer Francis	\$	20.63
Eligibility Referral Spec. II	Jade Hollon	\$	20.63
Eligibility Referral Spec. II	Carrie Marshall	\$	20.63
Eligibility Referral Spec. II	Michele Branham	\$	21.63
Eligibility Referral Spec. II	Kimberly Walker	\$	20.03
Eligibility Referral Spec. II	Tabatha Ingram	\$	20.03
Eligibility Referral Spec. II	Janae Haroun	\$	20.03
Eligibility Referral Spec. II	Isabelle Boyer	\$	20.03
Eligibility Referral Spec. II	Jessica Anderson	\$	20.03
Eligibility Referral Spec. II	Corey Hammond	\$	20.03
Eligibility Referral Spec. II	Priya Govindan	\$	20.03
Management Info Spec. I	Alec Smith	\$	25.62
Administrative Support	Dale Corwin	\$	19.23
Administrative Support	Angela Barnes	\$	19.23
Administrative Support	Kristina Forsey	\$	19.23
Administrative Support	Jennifer Powell	\$	19.23
Administrative Support	Kristina Eltzroth	\$	19.23

* Denotes Part-Time

Administrative Support	Heather Glardon	\$	19.23
Administrative Support	Mindy Adams	\$	18.67
Social Service Worker III	Kimberly Frick	\$	27.65
Social Services Worker III	Brenda Everett	\$	27.65
Economic Developemnt			
Deputy Director	Candace Miller	\$	2,769.23
Administrative Assistant	Alyson Davidson	\$	21.40
Emergency Services			
Office Admistrator	Melissa Abrams	\$	28.43
Administrative Assistant	Sherri Holliday	\$	21.40
LEADS/Training Coordinator	Samantha Hall	\$	38.05
EMA Operations Manager	Sydney Renner	\$	2,300.00
EMA Specialist	Matthew Mumma	\$	20.78
LEPC/Grants Coordinator	Francis Ficke	\$	24.68
Emergency Communications Super	Brian Holtel	\$	34.52
Emergency Communications Super	Chris Dill	\$	34.52
Emergency Communications Super	Jonathan Bright	\$	34.52
Emergency Communications Super	Kimberly Jent	\$	34.52
Emergency Communications Super	Jennifer Key	\$	34.52
Emergency Communications Super	Joey Bishop	\$	34.52
Training Supervisor	Brandy Cooper	\$	35.53
Ohio means jobs			
Deputy Director	Joshua Hisle	\$	3,057.70
Customer Advocate II	Lucian Hatfied	\$	24.30
Public Relations Advocate	Thomas Duffy	\$	25.50
Customer Advocate II	Deric Lucas	\$	23.75
Customer Advocate I	Sarah Roberts	\$	23.75
OMJ Supervisor	Jena Short	\$	2,384.62
Administrative Assistant	Margarette Huddleston	\$	22.94
OMB			
Benefits and Risk Manager	Tammy Whitaker	\$	3,461.54
HR Manager	Susan Spencer	\$	3,269.23
Payroll HR Specialist	Unika Miller	\$	29.25
Administrative Support	Julie Driscoll	\$	20.51
Fiscal/Purchasing Specialist	Jeffery Stilgenbauer	\$	24.00
Benefits Specialist	Faith Stone	\$	26.36
Administrative Support	Nicole Downing	\$	19.70
Solid Waste			
Litter Control Officer pt *	Ron VanHook	\$	23.34
Telecommunications			
Tele Deputy Director	Gary Estes	\$	4,301.49
Infrastructure System Supervisor	Jordan Snyder	\$	39.42
Data Syetems Manager	Jeffrey Cepin	\$	3,730.77
Infrastructure Systems Administor	Dustin Flint	\$	4,115.38

* Denotes Part-Time

Communications Systems Manager	Corey Burton	\$	3,076.92
Community Manager	Lisa Hicks	\$	34.23
Communications Systems Supervisor	Alex Mokrycki	\$	33.65
Data Systems Supervisor	Joseph Newton	\$	38.46
Public Safety Systems Manager	Joshua Moyer	\$	3,538.46
Database Administrator	Jeremiah Marcum	\$	32.21
Administrative Assistant	Deborah Griffith	\$	23.36
Administrative Assistant	Jessica Johnson	\$	26.11
Office Administrator	Kristy Oeder	\$	28.43
Administrative Assistant	Kimberly McKinney	\$	21.82
Telecom Tech PT 20-29 hours	Tim Simpson	\$	25.62
Water/Sewer			
Senior Engineer	Kathryn Gilbert	\$	3,846.16
Fiscal Operations	Michael Zeiher	\$	4,159.62
Maintenance Superintendent	Jeffrey Byrd	\$	4,038.47
Sewer Maintenance Superintendent	Jason Sorrell	\$	4,038.47
Water Treatment System Superintendent	Edward Turner	\$	4,038.47
WW Treatment System Superintendent	Taylor Bishop	\$	4,038.47
Control Systems Mgr.	Donald Brewer	\$	4,159.62
Fiscal Assistant - Accounting	Traci Guthie	\$	28.27
System Data Manager	Laura Gray	\$	37.02
Backflow & Connection Control Coord	Thomas Barnes	\$	31.40
GIS Technician	Md Atiqur Rahman	\$	29.15
Administrative Assistant	Amy Hensley	\$	26.11
Fiscal Assistant	Rhonda Day	\$	26.27
Water Sewer Utility Clerk II	Tiffany Alexander	\$	23.19
Water Sewer Utility Clerk II	Ila Hartrum	\$	21.66
Water Sewer Utility Clerk II	Jennifer Guthrie	\$	21.66
Water Sewer Utility Clerk I	Jenna Bour	\$	20.63
Water Sewer Utility Clerk I	Madison McClain	\$	20.63
W/S Inspector	Charles Allen	\$	31.83
Water Distribution Foreman	Travis Allen	\$	33.95
Water Distribution Foreman	Doug Ingram Jr.	\$	35.65
Water Distribution Worker III	Camille Hughes	\$	29.71
Water Distribution Worker III	James Stephens	\$	29.71
Water Distribution Worker III	Kenneth Cole	\$	29.71
Water Distribution Worker III	Jared Perkins	\$	29.71
Water Distribution Worker III	Nate Alfrey	\$	29.71
Water Distribution Worker III/ CS WKR	Brendan Czinege	\$	29.71
Water Distribution Worker III	Devin Dawson	\$	29.71
Water Distribution Worker III/CS WKR	James Brewer	\$	29.71
Water Distribution Worker III	Hunter Langdon	\$	29.71
Water Distribution Worker III	Kevin Curran	\$	30.77
Water Distribution Worker III	Robert Ruffner	\$	29.71
Water Distribution Worker III	Joseph Essig	\$	29.71
Water Distribution Worker II	Mike Lamb	\$	25.46
Water Distribution Worker II	Ryan Powell	\$	25.46
Water Distribution Worker II	Charles Daniels	\$	24.72
Water Distribution Worker II	Brent Powell	\$	25.46
Water Distribution Worker I/ Locator	Bo Harner	\$	25.46
Water Distribution Worker I	Nathan Shutts	\$	22.28

Water Distribution Worker I	Scotty Pigg	\$	21.63
Water Disribution Worker I	Kyle Creech	\$	21.63
Water Treatment Systems Chief Op S	Andrew Disbennet	\$	43.27
Water Treament Systems Chief Op N	Nicholas Zimmerman	\$	43.27
Water Treatment Plant Operator I	Tal Jernigan	\$	27.58
Water Treatment Plant Operator I	John Sibcy	\$	28.64
Water Treatment Plant Operator I	Jadon Flannery	\$	27.58
Water Treatment Plant Operator I	Jeremy Turnmire	\$	27.58
Water Treatment Plant Operator I	Craig Myers	\$	26.78
Water Treatment Plant Operator I	Nick Vearil	\$	27.58
Water Treatment Plant Operator II	Shea Flannery	\$	32.30
Water Treatment Plant Operator II	Shawn Martin	\$	32.30
WW Treatment Plant Technician Foreman	Robert Leak	\$	33.95
WW Treatment Plant Tech	Trenton Buckler	\$	21.00
WW Treatment Plant Operator I	Gary Grismer	\$	27.58
WW Treatment Plant Operator I	Nicholas Brewer	\$	27.58
Control Systems Tech I	Chris Lemming	\$	28.84
Control Systems Tech II	Michael Garrison	\$	38.11
WW Treatment Plant Operator I	David Rentz	\$	28.69
WW Treatment Plant Operator I	Jason Faulkner	\$	28.69
WW Treatment Plant Operator I	Claude Powers	\$	28.69
WW Treatment Plant Operator II	Mitchell Viars	\$	32.01
WW Treatment Plant Operator III	Angie Tipton	\$	33.95
WW Treatement Chief Operator	Wayne Beyerlien	\$	45.56
Lab Supervisor	Jon Collins	\$	40.87
Lab Tech II	Jason Strickland	\$	25.46
Lab Tech II	Michael Beers	\$	25.46
Lab Tech III	Lori Buckler	\$	30.77
Sewer Maintenance Foreman	Connor Davis	\$	37.43
Sewer Maintenance Foreman	John Kendrick	\$	35.65
Sewer Collection Worker II	Nathan Marshall	\$	25.46
Sewer Collection Worker II	Brian Simpson	\$	25.46
Sewer Collection Worker II	Noah Faulkner	\$	25.46
Sewer Collection Worker II	Ken Malicote	\$	26.52
Sewer Collection Worker II	Brian Bailey	\$	25.46
Sewer Collection Worker III	Arlis Shane Ammons	\$	29.71
Sewer Collection Worker III	David Barnes	\$	29.71
Sewer Collection Worker III	Kyle Reddick	\$	31.19
Sewer Collection Worker III	John McIntosh	\$	29.71
Sewer Collection Worker III	Roy Noe	\$	30.77
Sewer Collection Worker III	Charlie Walker	\$	31.19
Sewer Collection Worker III	Trevor Fields	\$	29.71
Sewer Collection Worker III	Scott Dane	\$	29.71
PT Office Assistant	Theresa Reier	\$	33.95

Resolution

Number 24-1698

Adopted Date December 20, 2024

APPROVING THE RECLASSIFICATION OF DARREN MORSIE WITHIN THE SOLID WASTE MANAGEMENT DISTRICT

WHEREAS, the Director has requested to reclassify Darren Morsie to the position of Litter Control Supervisor.

NOW THEREFORE BE IT RESOLVED, to reclassify Darren Morsie, within the Solid Waste Management District, to Litter Control Supervisor, pay range #17, \$25.62 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Solid Waste (file)
OMB – S. Spencer
D. Morsie's Personnel file

Resolution

Number 24-1699

Adopted Date December 20, 2024

APPROVING THE RECLASSIFICATION OF JANET LUNDY WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer has requested to reclassify Janet Lundy to the position of Customer Service Billing Supervisor.

NOW THEREFORE BE IT RESOLVED, to reclassify Janet Lundy within the Water and Sewer Department to Customer Service Billing Supervisor, pay range #17, exempt, \$2,692.31 bi-weekly, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
OMB – S. Spencer
J. Lundy's Personnel file

Resolution

Number 24-1700

Adopted Date December 20, 2024

APPROVING THE RECLASSIFICATION OF JODI DAVIS WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer has requested to reclassify Jodi Davis to the position of Accounting Supervisor.

NOW THEREFORE BE IT RESOLVED, to reclassify Jodi Davis within the Water and Sewer Department to Accounting Supervisor, pay range #17, exempt, \$2,692.31 bi-weekly, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
OMB – S. Spencer
J. Davis' Personnel file

Resolution

Number 24-1701

Adopted Date December 20, 2024

APPROVING THE RECLASSIFICATION OF AARON TATE WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer has requested to reclassify Aaron Tate to the position of Water Maintenance Assistant Superintendent.

NOW THEREFORE BE IT RESOLVED, to reclassify Aaron Tate within the Water and Sewer Department to Water Maintenance Assistant Superintendent, pay range #22, \$40.80 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
OMB – S. Spencer
A. Tate's Personnel file

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

Resolution

Number 24-1702

Adopted Date December 20, 2024

APPROVING A WAGE INCREASE FOR NATHAN BAKER, DISTRIBUTION WORKER III,
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Baker has obtained his Distribution 2 Water certification and per the Water and Sewer work rules, he is entitled to a five (5) percent increase.

NOW THEREFORE BE IT RESOLVED, to approve a wage increase for Nathan Baker, Distribution Worker III, within the Water and Sewer Department to \$31.79 per hour, effective pay period beginning December 14, 2024; and

BE IT FURTHER RESOLVED, Mr. Baker's wage will move to \$32.74 effective pay period beginning December 28, 2024, due to annual increases.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

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

Resolution

Number 24-1703

Adopted Date December 20, 2024

APPROVING THE PROMOTION OF KYLE PURDY TO THE POSITION OF DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Purdy has completed the required 150 hours of backhoe training and is eligible to be promoted to a Distribution Worker III classification.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kyle Purdy to the position of Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$28.84 per hour, effective pay period beginning December 14, 2024; and

BE IT FURTHER RESOLVED, Mr. Purdy's wage will move to \$29.71 per hour effective pay period beginning December 28, 2024 due to annual increases.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1704

Adopted Date December 20, 2024

APPROVING RECLASSIFICATION OF MULTIPLE STAFF MEMBERS WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director has requested to reclassify the following staff members to said positions:

- William Cornett to Chief Information Security Officer,
- Rhonda Bernard to Application Analyst II,
- Tommy Kramer to Systems Analyst II,
- Tyler Blair to Systems Analyst II,
- Jeff Boutell to Cybersecurity Analyst I,
- Charles Zugaro to Cybersecurity Analyst I,
- Brian Bomer to Applications Analyst I; and

NOW THEREFORE BE IT RESOLVED, to reclassify the above listed staff members to said positions effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecom (file)
W. Cornett's Personnel File
R. Bernard's Personnel File
T. Kramer's Personnel File
T. Blair's Personnel File
J. Boutell's Personnel File
B. Boomer's Personnel File
C. Zugaro's Personnel File
OMB – Sue Spencer

Resolution

Number 24-1705

Adopted Date December 20, 2024

APPROVING RECLASSIFICATION OF ASHLEY WATTS ADMINISTRATIVE SUPPORT
TO THE POSITION OF DEPUTY CLERK WITHIN WARREN COUNTY
COMMISSIONERS' OFFICE

WHEREAS, the Clerk has indicated that Ms. Watts performs the essential functions of a Deputy Clerk and desires to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Ashley Watts from the position of Administrative Support to Deputy Clerk, within Warren County Commissioners' Office, non-exempt, pay range #15, \$22.97 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Commissioners' file
A. Watts' Personnel file
OMB-Sue Spencer

Resolution

Number 24-1706

Adopted Date December 20, 2024

APPROVING THE RECLASSIFICATION OF EMILY HARRIS FROM ADMINISTRATIVE SUPPORT TO ADMINISTRATIVE ASSISTANT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has indicated Ms. Harris is performing the duties of an Administrative Assistant and has requested to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Emily Harris to the position of Administrative Assistant, non-exempt, pay range #13, \$21.40 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
E. Harris' Personnel file
OMB – Sue Spencer

Resolution

Number 24-1707

Adopted Date December 20, 2024

APPROVING THE PROMOTION OF BRITNE WILMER TO COMPLIANCE SUPERVISOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has interviewed candidates for the Compliance Supervisor position and has recommended Ms. Wilmer for the position. Ms Wilmer will also participate in the hotline rotation for the department while serving in this role.

NOW THEREFORE BE IT RESOLVED, to promote Britne Wilmer to the Compliance Supervisor position, non-exempt, pay range #B, \$2,686.15 bi-weekly, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1708

Adopted Date December 20, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR ASHLIN BENNE WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ashlin Benne, Assessment/Investigative Caseworker II, within the Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Ashlin Benne's completion of 365-day probationary period and a pay increase to rate of \$23.06 hourly, effective pay period beginning December 14, 2024; and

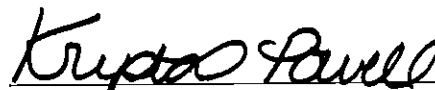
BE IT FURTHER RESOLVED, Ms. Benne's wage will move to \$25.62 per hour effective pay period beginning December 28, 2024, due to annual increases.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1709

Adopted Date December 20, 2024

APPROVING RECLASSIFICATION OF KELLY MONK FROM COMPLIANCE CASEWORKER I TO COMPLIANCE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has indicated that due to a recent resignation of a Compliance Caseworker II the department has decided to not replace the position and reassign additional duties to Ms. Monk and as she will be performing at a Compliance Caseworker II level and has requested to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Kelly Monk the position of Compliance Caseworker II, non-exempt, pay range #16, \$23.06 per hour, effective pay period beginning November 30, 2024; and

BE IT FURTHER RESOLVED, Ms. Monk's wage will move to \$23.75 effective pay period beginning December 28, 2024 due to annual increases.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
K. Monk's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1710

Adopted Date December 20, 2024

APPROVING A LATERAL TRANSFER FOR CRYSTAL CORBETT FROM PROTECTIVE SERVICES CASEWORKER II TO SCREENER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has requested to transfer Crystal Corbett from Protective Services Caseworker II to Screener II.

NOW THEREFORE BE IT RESOLVED, to transfer Crystal Corbett from Protective Services Caseworker II to Screener II, non-exempt, pay range 16, \$24.87 per hour effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
C. Corbett's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1711

Adopted Date December 20, 2024

APPROVING THE PROMOTION OF MCKENNA HAMMONDS TO POLICY COORDINATOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services interviewed candidates for the Policy Coordinator position and has recommended Ms. Hammonds to be promoted to said position.

NOW THEREFORE BE IT RESOLVED, to promote McKenna Hammonds to Policy Coordinator position, non-exempt, pay range #20, \$26.84 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
M. Hammonds' Personnel file
OMB – Sue Spencer

Resolution

Number 24-1712

Adopted Date December 20, 2024

APPROVING A LATERAL TRANSFER FOR LILLIAN KUHN FROM PROTECTIVE SERVICES CASE WORKER I TO ASSESSMENT/INVESTIGATIVE CASEWORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has requested to transfer Lillian Kuhn from Protective Services Caseworker I to Assessment/Investigative Caseworker I.

NOW THEREFORE BE IT RESOLVED, to transfer Lillian Kuhn from Protective Services Caseworker I to Assessment/Investigative Caseworker I, non-exempt, pay range 14, \$23.06 per hour effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
L. Kuhn's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1713

Adopted Date December 20, 2024

APPROVING RECLASSIFICATION OF CALEY SAUNDERS AND BREANNA BRUNSMAN TO LEAD CASEWORKERS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has indicated that Caley Saunders and Breanna Brunsmann are performing the job duties of a Lead Caseworker and has requested to reclassify both to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Caley Saunders and Breanna Brunsmann to Lead Caseworker, non-exempt, pay range #18, \$28.48 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1714

Adopted Date December 20, 2024

APPROVING THE RECLASSIFICATION OF MULTIPLE EMPLOYEES TO CUSTODIAL WORKER II WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Director has indicated the following employees are completing the duties of a Custodial Worker II:

- Bart Saltsgaver
- Kathy Marks
- Seth Sandlin
- Kimberly Radcliff

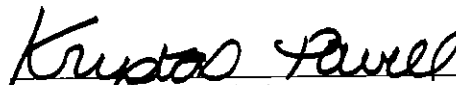
NOW THEREFORE BE IT RESOLVED, to reclassify the above listed employees to Custodial Worker II, non-exempt, pay range #9, \$18.62 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
B. Saltsgaver's Personnel file
Kathy Marks' Personnel file
Seth Sandlin's Personnel file
Kimberly Radcliff's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1715

Adopted Date December 20, 2024

APPROVING RECLASSIFICATION OF MULTIPLE EMPLOYEES TO SERVICE WORKER III POSITION WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Director has indicated that the following employees are performing the duties of a Service Worker III and requests to reclassify them to said position:

- Matthew Atkins
- Kody Sanders
- Zachary Zindel

NOW THEREFORE BE IT RESOLVED, to reclassify the above listed employees to Service Worker III, non-exempt, pay range #17, \$24.68 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
M. Atkins' Personnel File
K. Sanders' Personnel File
Z. Zindel's Personnel File
OMB – Sue Spencer

Resolution

Number 24-1716

Adopted Date December 20, 2024

APPROVING RECLASSIFICATION OF ANTHONY SMITH TO SERVICE WORKER II POSITION WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Director has indicated that Anthony Smith performs the duties of a Service Worker II and requests to reclassify him to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Anthony Smith to Service Worker II; non-exempt, pay range #15, \$22.30 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
A. Smith's Personnel File
OMB -- Sue Spencer

Resolution

Number 24-1717

Adopted Date December 20, 2024

APPROVING RECLASSIFICATION OF BRYANNA MIZE WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Director has requested to reclassify Bryanna Mize to the position of Foreman.

NOW THEREFORE BE IT RESOLVED, to reclassify Bryanna Mize within the Facilities Management Department to Foreman, pay range #14, non-exempt, 40 hours per week, \$22.13 per hour, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
OMB – S. Spencer
B. Mize's Personnel file

Resolution

Number 24-1718

Adopted Date December 20, 2024

ENDING A TEMPORARY PAY SUPPLEMENT FOR MICHELLE TEGTMEIER, DEPUTY DIRECTOR OF FACILITIES MANAGEMENT

WHEREAS, a Director and Deputy director have been appointed to the Building and Zoning Department.

NOW THEREFORE BE IT RESOLVED, to end the temporary pay supplement for Michelle Tegtmeier of \$1,000 per pay period effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR:

cc: Building and Zoning (file)
Facilities Management (file)
M. Tegtmeier's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1719

Adopted Date December 20, 2024

APPOINTING JESSE MADDEN AS DEPUTY DIRECTOR OF THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, it is the desire of the Board of County Commissioners to appoint Jesse Madden as the Deputy Director of the Emergency Services Department.

NOW THEREFORE BE IT RESOLVED, to appoint Jesse Madden as Deputy Director of the Emergency Services Department, unclassified, full-time permanent, exempt status (40 hours per week), Pay Range #C, \$3,502.82 bi-weekly, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Commissioners file
J. Madden's Personnel file
OMB – Sue Spencer
Emergency Services (file)

Resolution

Number 24-1720

Adopted Date December 20, 2024

APPOINTING RAY DRATT AS DIRECTOR OF THE BUILDING AND ZONING DEPARTMENT

WHEREAS, it is the desire of the Board of County Commissioners to appoint Ray Dratt as the Director of the Building and Zoning Department.

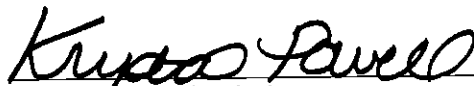
NOW THEREFORE BE IT RESOLVED, to appoint Ray Dratt as Director of Building and Zoning, unclassified, full-time permanent, exempt status (40 hours per week), Pay Range #C, \$3,076.92 bi-weekly, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Commissioners file
R. Dratt's Personnel file
OMB – Sue Spencer
Building and Zoning (file)

Resolution

Number 24-1721

Adopted Date December 20, 2024

APPOINTING MICHAEL GLADWELL AS CHIEF BUILDING OFFICIAL/DEPUTY DIRECTOR OF THE BUILDING AND ZONING DEPARTMENT

WHEREAS, it is the desire of the Board of County Commissioners to appoint Michael Gladwell as the Chief Building Official/Deputy Director of the Building and Zoning Department.

NOW THEREFORE BE IT RESOLVED, to appoint Michael Gladwell as the Chief Building Official/Deputy Director of Building and Zoning, unclassified, full-time permanent, exempt status (40 hours per week), Pay Range #C, \$3,269.23 bi-weekly, effective pay period beginning December 28, 2024.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Commissioners file
M. Gladwell's Personnel file
OMB – Sue Spencer
Building and Zoning (file)

Resolution

Number 24-1722

Adopted Date December 20, 2024

ENTERING INTO A RENEWAL SERVICE AGREEMENT WITH CHC WELLBEING, INC AND APPROVING STATEMENT OF WORK FOR THE PROVISION OF COMPREHENSIVE BIOMETRIC SCREENINGS EFFECTIVE JANUARY 1, 2025

WHEREAS, it is the intent of this Board of County Commissioners to enter into a renewal agreement with CHC Wellbeing, Inc., and approve the statement of work for the provision of comprehensive biometric screenings and health and lifestyle surveys.

NOW THEREFORE BE IT RESOLVED, to enter into a renewal service agreement with CHC Wellbeing, Inc., and approve the statement of work effective January 1, 2025; agreement and statement of work attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: c/a—CHC Wellbeing, Inc.
HUB
Benefits File
T Whitaker, OMB

**CHC WELLNESS, INC., DBA CHC WELLBEING, INC.
PROFESSIONAL SERVICES AGREEMENT**

This agreement (the "Agreement") is made as of December 1st, 2024, between CHC Wellness Inc., DBA CHC Wellbeing, Inc., an Illinois corporation ("CHC") and Warren County Ohio, ("Client"). CHC and Client are also referred to individually as "Party" and together as "Parties"). The entirety of the Agreement shall include all the exhibits and appendices.

Article I – Scope of Work

CHC shall have sufficient staff to ensure prompt delivery of services and completion of assigned tasks. CHC will assign a Regional Sales Director and an Account Manager to the Client.

All work will be performed in accordance with all applicable local, state and federal laws. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Ohio. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the state and federal courts of Ohio.

All services shall be performed in accordance with the terms of this Agreement and shall hereinafter be referred to as the "CHC Services." Client requests and CHC agrees to provide or arrange to provide CHC Services as described in in Exhibit A.

CHC and Client agree to be bound by the terms and conditions specified in this Agreement, the documents listed below, and by any amendments made thereto, each of which is part of this Agreement. Client acknowledges that the CHC Services are entirely voluntary and no employee of the Client shall be required to participate in the CHC Services.

Article II – General Terms and Conditions

A. Performance Standard - CHC will perform the CHC Services in a proficient manner and conforming to applicable industry and professional standards and best practices, using personnel having a professional level of skill in the area commensurate with the requirements of the CHC Services to be performed. If CHC's employees are located on Client's property, they shall observe the reasonable security and safety policies of Client as provided herein and as communicated to CHC in advance from time to time.

B. Accuracy of Client Information - All CHC Services provided hereunder will be based upon information provided to CHC by Client. Upon receipt from CHC, whether electronically or

otherwise, Client will promptly review all records and other reports prepared by CHC for validity and accuracy according to Client's records.

C. Fees and Billing - The Client shall pay CHC for the CHC Services described in Exhibit A. Client shall pay CHC for the CHC Services added by Client after the date hereof at prices mutually agreed upon for such services. CHC will issue an invoice to Client for review and approval following program enrollment and as enrollment changes require. Payment will be made by Client upon receipt of invoice, for all approved invoices. Employees of the Client who choose to participate in CHC Services will not be responsible for any cost of the Health and Wellbeing Assessment (Comprehensive Biometric Screening; Health & Lifestyle Survey) described in Exhibit A unless they choose to pay out of pocket for voluntary additional tests and/or services, including but not limited to Optional Tests, as described in Exhibit A. Client will not be responsible for any such additional charges.

D. CHC will provide a Statement of Work each year in a mutually agreed upon manner with the Client, to detail agreed upon event logistics and service design changes. The Statement of Work shall be signed by CHC and the Client. In the event of discrepancies between the Statement of Work and Exhibit A, the details in the Statement of Work shall take precedence.

Article III – Term and Termination

A. Term The initial term of this Agreement shall be for three (3) years. Unless a Party provides notice of non-renewal ninety (90) days prior to the expiration of the then current term, the Agreement shall automatically renew for successive one (1) year renewal terms. Notwithstanding the foregoing, the confidentiality obligations in Article V herein shall survive termination of this Agreement.

B. Termination – If the Client intends to terminate this Agreement due to any material grievance(s) with CHC's Services, without limitation, the Client shall give CHC a 120-day period to remedy such grievance(s) in writing. If after this 120-day remedy period, CHC is unable to rectify such grievance(s), the Client may terminate this Agreement immediately, and without notice. If Client wishes to terminate the services within the initial 12 month period, the fees for the remainder of that initial period will be owed to CHC.

C. Fees – Annual program fees increases shall not exceed 3% per year, for the duration of this Agreement.

D. Cancellation Policy - A cancellation fee will apply for screening events cancelled with less than two weeks' notice. The fee is \$500 plus any non-refundable travel costs incurred.

Article IV – Extent of Agreement

This Agreement represents the entire and integrated agreement between Client and CHC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and CHC.

Client and CHC have read this Agreement and each attachment and understand that all apply fully to this Agreement and acknowledge that they are bound by this Agreement.

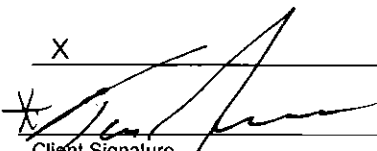
In witness whereof, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first written above.

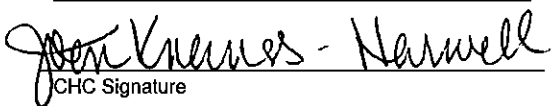
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

Warren County:

CHC Wellbeing, Inc.

By: X

Client Signature
Name: Tom Grossmann
Printed Name
ITS: Vice President
Title
Date: 12/20/24

By: X

CHC Signature
Name: Joan Knauss-Harwell
Printed Name
ITS: Managing Director
Title
Date: 12/10/24

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Exhibit A: Program Description and Fees

PROGRAM OVERVIEW

CHC will provide:

1. Wellbeing assessments at client locations
 - a) Comprehensive screening and Health & Lifestyle Survey
 - b) All marketing materials and registration technology and support
 - c) Review of each participant's results by a practicing physician, with follow up to participants with a factor or combination of factors that may indicate a wellness concern
2. Remote screening option as an alternative for those who cannot conveniently attend an on-site clinic
3. Participant results on-line
4. Delivery of individual results directly to the participant's physician upon written authorization
5. Delivery and review of aggregate company results, with strategic consultation services to design and implement an action plan that fits the needs and goals of the Client
6. Follow up programs for participants, based on the specific needs and the action plan designed with the Client
7. Services, materials, and communications that comply with HIPAA, GINA, and ADA regulations

WELLBEING ASSESSMENT

Comprehensive Biometric Screening

The comprehensive screening includes a lipid panel (cholesterol and additional tests related to coronary heart disease). CHC's certified phlebotomists perform the health evaluation and complete blood pressure readings on each participant. The full biometric draw enables a wide variety of additional testing options that provide the valuable benefit of early conditions detection. Additional tests can be funded by the employer, insurance plan or available on a self-pay basis at the time of service.

Biometric screenings will be scheduled at Client's preferred location(s). CHC will work closely with Client to generate interest and excitement to achieve maximum participation. This provides a strong foundation for Client's program, which creates a culture of organizational trust and a state of personal wellbeing.

Health & Lifestyle Survey (HRA)

The survey collects behavioral information regarding smoking, alcohol use, exercise, workdays missed, and adherence to recommended preventive exams, as well as input regarding stress, depression, and job/life satisfaction. The survey can be taken online or can be completed at the onsite screening. It is available in English, Spanish and Polish, both online and on paper. Our clients have the option of adding questions to the survey. This customization will allow Client to poll participants in a multiple choice format OR stratify the reporting based on response. Results from the biometric screening and Health & Lifestyle Survey are seamlessly integrated by CHC to produce the aggregate and participant results.

Remote Wellbeing Assessment

Employees who travel, who don't work near a company facility, or who may be away at the time of the screening have a convenient option of visiting one of the 1,800 partner LabCorp facilities around the country. As with our on-site screenings, the participant experience will be facilitated by a trained professional. Participants can visit any of these labs at a time that is convenient for them, including Saturdays in many cases. Participants will also fill out an online Health & Lifestyle Survey, and results gathered at off-site facilities will be combined with onsite wellbeing assessment results and included in aggregate client reports.

Physician Form

This option is ideal for participants who have visited their physician recently and already have test results, as well as international employees, spouses, and employees in certain remote locations. After the physician form is completed, the participant simply sends their results securely to CHC. As with our remote screening option, the data will be reflected in the participant and client reports.

DIGITAL & MOBILE TOOLS

e-Learning

CHC offers a wide variety of 700 e-Learning courses tailored to a participant's specific wellbeing needs. Participants can access the e-Learning Library through their personal online member portal. The courses are highly interactive, easy to understand and enjoyable. The multi-media modules present information in simple format based on proven theories of learning and behavior modification. Best of all, participants can access modules and learn at their own pace and convenience.

Financial Wellbeing

Participants have access to financial wellbeing through the portal. CHC equips your employees with interactive tools to personalize their experience. They can earn rewards along the way as they achieve specific goals by taking advantage of a catalog of tools that include webinars, access to financial advisors, articles, interactive modules, and more.

Mindfulness

CHC offers participants a curated collection of more than 60 videos featuring leaders in the mindfulness and emotional intelligence space, such as Jon Kabat Zinn, Sharon Salzberg, Brene Brown and Daniel Goleman. We have assembled these assets to provide a baseline curriculum for becoming more aware, dealing effectively with stress and increasing emotional IQ.

Physician Connect

Our Physician Connect service facilitates engagement between participants and their physicians. This feature provides a convenient way for participants to share their biometric results directly with their primary care providers. As a result of the additional insights and deeper connection, physicians will be able to more effectively manage the wellbeing of Client's population.

Activity & Nutrition Tracking

Our portal includes flexible activity and nutrition tracking tools to help participants monitor and manage their progress over time. A wide range of activities are included for tracking, along with a full menu of nutrition options.

WorkWell Series

WorkWell is a series of engaging webinars and monthly newsletters covering topics across all aspects of wellbeing. Each outreach includes education on a specific topic and actionable takeaways that participants can easily implement in their daily life.

SERVICE & SUPPORT

Multi-Channel Communications

CHC engages with populations year-round via multi-channel communications campaigns. We support the launch of new programs and stay connected with participants over time with a combination of posters, emails, text messages, app notifications, newsletters, web banners, flyers and other communication vehicles all geared toward educating individuals about their wellbeing and driving consistent engagement. All communications pieces are consistently branded, encouraging individuals to reach their "true potential." Our communication strategy works particularly well for highly dispersed populations that are often difficult to reach.

Participant Profile

CHC is concerned about the environment and proud to be a Green Company. Each participant has access to their own personal health portal on our website. This includes summarized and detailed results within 72 hours of their screening, along with explanations and trending information.

Organization Profile

Following the wellbeing assessment, Client's Account Manager will meet with Client to review the aggregate, anonymized results of the screening and highlight areas that can be addressed to lower claims costs and improve health and productivity. The comprehensive analysis includes 15 benchmark health risks, Health & Lifestyle Survey results, and engagement metrics. Client's Account Manager will work closely with Client to review and interpret the data, and to translate it into actionable information for Client's company. Please note that all CHC reporting is HIPAA compliant.

Account Management

Account Management is a pillar of our service to Client. Client's dedicated Account Manager will work closely with Client to understand Client's goals and will be Client's partner year-round in facilitating a sustainable, long-term wellbeing strategy that fits Client's business and culture. CHC's account managers can help structure and support wellness committees and bring best practice ideas for sustained engagement to the table for Client. CHC Account Manager will take as much of the program administration off of Client's plate as Client sees fit. It is Account Manager's role to support both the strategic and tactical efforts throughout every phase of the implementation and ongoing engagement.

REWARDS PLATFORM

CHC's rewards platform is one of the unique aspects of our solution. It allows clients and employees to measure results and to reward and reinforce the behaviors that will achieve their wellbeing goals.

- Flexible and customizable platform based on Client's goals and Client's population's wellbeing assessment
- Scientifically valid formula proven to predictably impact benchmark wellbeing risks
- Verification process ensures specific activities have been completed
- Expansive library of rewards allows us to encourage participation as well as outcomes, which encourage behavior change

FEES:

Onsite & Remote Wellbeing Assessment (Screening and Health & Lifestyle Survey)	✓
Additional Labs: A1C for all and TSH	✓
Wellbeing Program Set Up	✓
Dedicated and Consultative Account Manager	✓
Program Implementation & Ongoing Management	✓
Client/Admin Wellbeing Portal	✓
Organizational Profile (25 participant minimum)	✓
Templated Marketing Materials	✓
Full Service Sign Up: Telephonic & Online	✓
Web Portal Access for All Screening Participants	✓
Physician Connect	✓
Nutrition, Activity, Sleep, and Hydration Tracking (self-reported)	✓
Financial Wellbeing	✓
Mindfulness	✓
Wellbeing Webinars	✓
WorkWell eNewsletter	✓
Electronic Participant Results	✓
COST (Per Screening Participant, Per Year)	\$114 PSPY
PSA for 40+ Males	\$20 per screening participant

ADDITIONAL SCREENING DETAILS & OPTIONS

Billed Minimum Participation	25
Cost Per Participant Under the Minimum	\$114
- CHC will apply a 25-participant minimum to each onsite event	
- Remote screening participation does not apply towards this minimum.	

Travel & Expense Cost (*Applicable locations*)

\$4,370 Cap Travel Cost

Cancellation Policy: please note that a cancellation fee will apply for screening events cancelled with less than two weeks' notice. The fee is \$500 plus any non-refundable travel costs incurred.

OPTIONAL ADD-ON SOLUTIONS

ADD-ONS	
Height, Weight, and Waist Measurements (onsite)	\$12 per onsite screening participant
Cotinine Test	\$35 per screening participant
Inbound Results Review (per session)	\$45 per session
Outbound Coaching (per session)	\$45 per session
Results via Physician Screening Form	\$67 per completed form

Included Tests

Chem-Screen Profile		
Glucose	Phosphorous	Alkaline Phosphatase
Sodium	Calcium	GGT
Potassium	Protein, Total	AST
Chloride	Albumin	ALT
BUN	Globulin, Calculated	LDH
Creatinine	A/G Ratio	Iron
BUN/Creatinine Ratio	Bilirubin, Total	Carbon Dioxide
Uric Acid	Bilirubin, Direct	
Coronary Risk Assessment		
Triglycerides	HDL Cholesterol	Cholesterol/HDL Ratio
Total Cholesterol	LDL Cholesterol	
Complete Blood Count		
WBC	Hematocrit	MCHC
RBC	MCV	RDW
Hemoglobin	MCH	Platelet Count

Optional Tests

(Payment collected from participant at the time of the screening)

Homocysteine	Tests for risk of both heart disease and Alzheimer's disease	\$54
Cardio C	A highly sensitive test that measures inflammation within the arteries	\$39
Hemoglobin A1C	Estimates the level of glucose over the last 3 months	\$34
NMR	A cholesterol test that provides information beyond what is included with a standard Lipid Panel	\$99
Blood Type	Determines A/B/O blood type and Rh factor	\$25

Vitamin D	Tests for Vitamin D deficiency	\$40
Testosterone	Measures the amount of male hormone androgen	\$42
B12 & Folate	Tests B12 & Folate levels, which can lead to depression, irritability and other symptoms	\$42
Gluten Allergy	Identifies gluten-specific allergy	\$29

Additional Fees:

Receptionist	\$75 per hour, minimum of 4 hours
Account Manager Travel Requests	Travel related expenses will be passed through to the client. <i>*Local Chicago travel is exempt.</i>
Expedited Screening Event	10% premium added for events scheduled less than 6 weeks advanced notice
<i>CHC Wellbeing makes an effort to avoid travel related charges. However, situations do arise where travel is necessary and Travel/Expense fees will apply.</i>	
Historical Data Transfer	\$500 one-time fee
3 rd Party Data Transfer	\$250 each occurrence
Custom Marketing	Custom marketing request including but not limited to nonstandard challenges, nonstandard flyers, logo's, promotional items and general custom design work will be quoted on an individual basis.

EXHIBIT B: BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made and entered on _____ (the "Effective Date") by and between CHC Wellbeing ("Business Associate") and Warren County Ohio ("Covered Entity").

WHEREAS, Business Associate may maintain, transit, create, or receive data for or from Covered Entity that constitutes Protected Health Information to perform tasks on behalf of Covered Entity;

WHEREAS, Covered Entity and Business Associate are required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by the Department as they may be amended from time to time, 45 C.F.R. Parts 160, 162, and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" or a "Business Associate" under the Act. (The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as "HIPAA" for the purposes of this Agreement.);

WHEREAS, in order to provide the Services under the Services Agreement, Covered Entity may disclose to Business Associate certain Protected Health Information ("PHI"); and

WHEREAS, the parties desire to enter into this Agreement to protect the privacy, and provide for the security of PHI disclosed by Covered Entity to Business Associate and to satisfy certain requirements in compliance with HIPAA.

NOW, THEREFORE, in consideration of the mutual benefits of complying with laws and regulations stated above, Covered Entity and Business Associate agree as follows:

ARTICLE I

DEFINITIONS

1.1 **"Minimum Necessary"** means the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request or the amount of PHI described and defined by the U.S. Department of Health and Human Services ("HHS") from time to time as the "minimum necessary."

1.2 **"Business Associate Subcontractor"** means any vendor, agent or subcontractor of Business Associate that performs services involving the receipt, use, disclosure and/or creation of PHI on behalf of Covered Entity, specifically including, without limitation, health information exchanges, regional health organizations and personal health records vendors.

1.3 **Other terms.** All other terms not specifically defined in this Agreement shall have the meanings attributed to them under HIPAA.

ARTICLE II

PRIVACY OF PROTECTED HEALTH INFORMATION

II.1 **Permitted Uses & Disclosures.**

(a) Business Associate agrees to use the Minimum Necessary PHI it creates or receives for or from Covered Entity only as permitted by the Privacy Rule, as expressly permitted by this Agreement, and only as necessary to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement; provided, however, that, to the extent possible, Business Associate will use only a Limited Data Set. Business Associate is prohibited from using or disclosing PHI in its possession, except as permitted or required by this Agreement, or as Required By Law, the Services Agreement, or as otherwise expressly permitted in writing by Covered Entity. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, the Services Agreement, or in writing by Covered Entity.

(b) Business Associate will disclose PHI for the purposes authorized by this Agreement only (i) to its employees, (ii) to its subcontractors and agents, only in accordance with the terms of this Agreement, (iii) as directed by Covered Entity in writing, or (iv) as Required By Law.

(c) Unless otherwise limited herein and except where prohibited by law, Business Associate is authorized by this Agreement to:

(i) Use the PHI it creates or receives for or from Covered Entity if necessary for Business Associate's proper management and administration of

Business Associate's duties under the Services Agreement or to fulfill any present or future legal responsibilities of the Business Associate.

(ii) Disclose such PHI to a third party if necessary for the proper management and administration of Business Associate's business or to fulfill any present or future legal responsibilities of the Business Associate, provided that the disclosure is required by law or the Business Associate obtains reasonable assurance, evidenced by written contract, from any third party to which Business Associate discloses such PHI, that the third party will:

(A) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the third party or as required by law; and

(B) Notify Business Associate (who will in turn notify Covered Entity according to the terms of this Agreement) of any breaches of confidentiality.

1.4 **Business Associate Subcontractor.** Business Associate may disclose PHI to a Business Associate Subcontractor only to the extent not prohibited by the Services Agreement and subject to the terms of this Agreement. Prior to any disclosure of PHI to a Business Associate Subcontractor, Business Associate will enter into a written contract with the Business Associate Subcontractor to provide reasonable assurance that the Business Associate Subcontractor will comply with the same terms, conditions and restrictions of this Agreement. Upon request, Business Associate will provide to Covered Entity a copy of the written contract with the Business Associate Subcontractor. Furthermore, Business Associate will disclose to its Business Associate Subcontractors only (i) a Limited Data Set of PHI, to the extent possible or (ii) if more information is required to perform or fulfill a specific function required or permitted hereunder, the Minimum Necessary to perform or fulfill such function.

II.2 **PHI Access, Amendment, and Disclosure Accounting.**

(a) **Access.** Business Associate will, at the request of Covered Entity, make available within ten (10) days to Covered Entity, or at the direction of Covered Entity to the individual, for inspection and to make copies of any PHI about the Individual which Business Associate created or received for or from Covered Entity and that is in the custody or control of the Business Associate as required by 45 C.F.R. § 164.524.

(b) **Amendment.** Business Associate will, at the request of Covered Entity, within twenty (20) days, amend PHI in accordance with the instructions provided by the Covered Entity or permit Covered Entity access to amend any portion of the PHI which Business Associate created or received from or on behalf of Covered Entity, as required by 45 C.F.R. §164.526.

(a) **Disclosure Accounting.**

(i) **Disclosure Tracking.** Business Associate will retain a record of each disclosure of PHI, not excepted from disclosure accounting below, that Business Associate makes to a third party including (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items (i)–(iv), collectively are referred,

herein as the "Disclosure Information"). Business Associate will make disclosure-tracking information available to Covered Entity within twenty (20) days from the date Covered Entity made the request.

(ii) Exceptions from Disclosure Tracking. Business Associate need not include in its record of disclosures, or otherwise account for, disclosures of PHI that this Agreement, permits or requires, including those disclosures made (i) for the purpose of Covered Entity's payment activities or health care operations, as provided in 45 C.F.R. § 164.502, unless such disclosure tracking is required by the HITECH Act; (ii) for the purpose of health care providers' treatment activities, or (other) covered entities' payment activities or certain health care operations (as set forth in 45 C.F.R. § 164.506(c)(4)), unless such disclosure tracking is required by the HITECH Act; (iii) to the Individual who is the subject of the PHI disclosed pursuant to 45 C.F.R. § 164.502; (iv) which are incidental to a use or disclosure otherwise permitted or required by 45 C.F.R. § 164.502; (v) pursuant to an authorization; (vi) to persons involved in that individual's care; (vii) for notification for disaster relief purposes; (viii) for national security or intelligence purposes as provided in 45 C.F.R. § 164.512(k)(2); (ix) to correctional institutions or law enforcement officials regarding inmates as provided in 45 C.F.R. § 164.512(k)(5); (x) as part of a limited data set in accordance with 45 C.F.R. 164.514(e); (xi) for disclosures prior to April 14, 2003; or (xii) for the facility's directory or to persons involved in the individual's care or for other notification purposes as provided in 45 C.F.R. § 164.510.

(iii) Research. If Business Associate makes disclosures of PHI for a particular research purpose in accordance with 45 C.F.R. § 164.512 (i) for 50 or more Individuals, Business Associate will provide Covered Entity with a report of the disclosure accounting in accordance with the requirements of 45 C.F.R. § 164.528 (b)(4)(i)(A)-(F).

(iv) Disclosure Tracking Time Periods. Business Associate will provide to Covered Entity, within twenty (20) days following a request from Covered Entity, a report containing a record of disclosures of PHI (i) for the six (6) years prior to the date on which Covered Entity requested the accounting; or (ii) if the request relates to disclosures of PHI through electronic health records for treatment, payment or health care operations, and if such accounting is required to be provided pursuant to the HITECH ACT, for the three (3) years prior to the date on which Covered Entity requests the accounting. Additionally, if an individual requests an accounting of disclosures of his or her PHI, Business Associate will cooperate with Covered Entity to ensure the Covered Entity is able to provide the individual with the accounting.

1.5 Inspection of Books and Records. Business Associate will make the PHI it creates for or receives from Covered Entity, as well as its internal practices, books, and records, relating to the use and disclosure of all such PHI, available to Covered Entity and to HHS to determine the Covered Entity's and the Business Associate's compliance with HIPAA.

11.3 Reporting.

(a) Business Associate will report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, by the Services Agreement, or in writing by Covered Entity,

or that is in violation of any provision of HIPAA, within five (5) days of when Business Associate learns or should have learned of such non-permitted use or disclosure.

(b) In its report to Covered Entity, Business Associate will identify, at a minimum (i) the nature of the non-permitted use or disclosure; (ii) the PHI used or disclosed; (iii) the party or parties who made the non-permitted use or received the non-permitted disclosure; (iv) what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures; (v) what Business Associate did or will do to mitigate any harmful effect of the non-permitted use or disclosure; (vi) such other information, including a written report, as Covered Entity may request; and (vii) such other information as HHS may prescribe by regulation.

II.4 **Additional Obligations.**

(c) **Electronic Copies of PHI.** Business Associate will (i) cooperate with Covered Entity to provide an Individual with an electronic copy of his or her PHI if the PHI is maintained by Business Associate in an electronic health record and the Individual requests an electronic copy of his or her PHI; and (ii) comply with, and cooperate with Covered Entity to enable Covered Entity to comply with Section 13405(e) (1) of the HITECH Act and any regulations promulgated thereunder.

(d) **Non-Disclosure for Out-of-Pocket Services.** Business Associate will (i) abide by any directive from Covered Entity not to disclose PHI in connection with an item or service for which an individual has paid out-of-pocket, in full; and (ii) comply with, and cooperate with Covered Entity such that Covered Entity is compliant with, Section 13405(a) of the HITECH Act and any regulations promulgated thereunder.

(e) **Prohibition on Sale of PHI.** Business Associate will not sell PHI or receive any direct or indirect remuneration in exchange for PHI, except as expressly permitted by this Agreement and the Services Agreement.

(f) **Prohibition on Marketing.** Business Associate will not transmit, to any individual for whom Business Associate has PHI, any communication about a product or service that encourages the recipient of the communication to purchase or use that product or service unless permitted to do so under the HITECH Act and any regulations promulgated thereunder.

ARTICLE III

COMPLIANCE WITH STANDARD TRANSACTIONS

1.6 **Electronic Transactions.** If Business Associate conducts all or part of an electronic transaction on behalf of Covered Entity, Business Associate will comply, and will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Parts 160 and 162.

1.7 **Trading Partner Agreements.** In compliance with 45 C.F.R. § 162.915, Business Associate will not enter into, or permit any Business Associate Subcontractor to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

(a) changes the definition, data condition, or use of a data element or segment in a standard;

- (b) adds any data elements or segments to the maximum defined data set;
- (c) uses any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s); or
- (d) changes the meaning or intent of the standard's implementation specification(s), as these terms are defined in 45 C.F.R. Part 162.

ARTICLE IV

SAFEGUARDS FOR SECURING ELECTRONIC PROTECTED HEALTH INFORMATION

1.8 Information Safeguards. Business Associate will develop, implement, maintain, and use appropriate administrative, technical and physical safeguards ("Safeguards") to protect the privacy of PHI, in compliance with standard business practices, HIPAA and any written instructions provided to Business Associate by Covered Entity. Business Associate will preserve the integrity and confidentiality of and prevent non-permitted uses or disclosures of PHI in its possession. Business Associate will reasonably safeguard PHI to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure. Business Associate will document and keep current its policies to safeguard PHI, and will provide a copy of such policies to Covered Entity and to HHS upon request.

1.9 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Section.

1.10 Compliance with the Security Rule. Business Associate agrees to abide by the following requirements of the Security Rule including those set forth at 45 C.F.R. parts 164.308, 164.310, 164.312 and 164.316.

(a) Implement administrative, physical, and technical safeguards consistent with the Security Rule that reasonably protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity;

(b) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(c) **Reporting Security Incidents to Covered Entity.** Business Associate agrees to the following reporting procedures for Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations ("Successful Security Incidents") and for Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations ("Unsuccessful Security Incidents").

(i) **Successful Security Incidents.** Business Associate shall provide notice to Covered Entity of any Successful Security Incident of which it becomes aware within five (5) business days. At a minimum, such report shall contain the following information: (A) date and time when the Security Incident occurred and/or was discovered; (B) names of systems, programs, or networks affected by the

Security Incident; (C) preliminary impact analysis; (D) description of and scope of electronic PHI used, disclosed, modified, or destroyed; and (E) any mitigation steps taken by Business Associate.

(ii) Unsuccessful Security Incidents. To avoid unnecessary burden on either party, Business Associate shall report to Covered Entity any Unsuccessful Security Incident of which it becomes aware only upon request of the Covered Entity. The frequency, content and the format of the report of Unsuccessful Security Incidents shall be mutually agreed upon by the parties. If the definition of "Security Incident" is amended under the Security Rule to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy EPHI, then this Section 4.3(c) (ii) shall no longer apply as of the effective date of such amendment.

(d) Security Officer and Training. Business Associate shall designate a Security Officer and shall conduct staff training regarding compliance with the HIPAA security requirements, as required by the Security Rule and the HITECH Act.

ARTICLE V

BREACH OF AGREEMENT AND TERMINATION

V.1 Right to Terminate for Breach.

(e) Covered Entity. Covered Entity has the right to terminate this Agreement immediately if Covered Entity determines, in its reasonable discretion that Business Associate has breached any material term of this Agreement. Following the Covered Entity's determination that Business Associate has breached a material term of this Agreement, in lieu of immediate termination, Covered Entity may elect, in its sole discretion, to provide the Business Associate with written notice of the existence of an alleged breach, and afford the Business Associate an opportunity to cure such alleged breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within five (5) days of receiving the written notice, the Business Associate must cure said breach to the reasonable satisfaction of Covered Entity within the next ten (10) days. Failure to cure in the manner set forth in this paragraph shall constitute a breach of a material term of this Agreement and is grounds for the immediate termination of this Agreement.

(f) Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, it must provide the Covered Entity with written notice of the existence of an alleged breach, and afford the Covered Entity an opportunity to cure such alleged breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within five (5) days of receiving the written notice, the Covered Entity must cure said breach to the reasonable satisfaction of Business Associate within the next twenty (20) days. Failure to cure in the manner set forth in this paragraph shall constitute a breach of a material term of this Agreement and is grounds for the immediate termination of this Agreement.

V.2 Return or Destruction of PHI.

(g) Business Associate will automatically, at termination of the Services Agreement and this Agreement, return, at its cost, all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Prior to the return of PHI to Covered Entity,

Business Associate may submit to Covered Entity a written request for permission to destroy PHI, and such request may be approved or denied in the sole discretion of Covered Entity.

(h) Business Associate will not retain any copies of PHI unless the Covered Entity expressly permits it to do so in writing.

1.11 Continuing Privacy and Security Obligation. If return or destruction of the PHI is not feasible, as determined by Covered Entity, Business Associate will extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. Business Associate will only use or disclose such PHI for those purposes that make return or destruction infeasible.

1.12 Injunctive Relief. In the event of a breach of any material term of this Agreement, Covered Entity has a right to obtain injunctive relief to prevent future disclosure of PHI.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

1.13 Indemnification. Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee, subcontractor, agent, or other members of its workforce, from and against any claim, cause of action, liability, damage, fine, penalty, cost or expense arising out of or in connection with any non-permitted use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, affiliate, or agent therefore, including but not limited to any Business Associate Subcontractor, that provides services described in or relating to the Services Agreement. Notwithstanding any provision of the Services Agreement to the contrary, Business Associate's responsibility for indemnification arising out of or in connection with this Agreement will be governed solely by this Section 6.1 and no provision set forth in the Services Agreement, including indemnification provisions thereunder or any terms that define, restrict or limit the types or amounts of damages, costs or expenses, will in any way alter, expand, restrict or limit Business Associate's indemnification liability hereunder.

1.14 Insurance. Business Associate represents and warrants that Business Associate has, and will maintain at Business Associate's own expense, liability insurance covering breach of Business Associate's requirements under this Agreement and Business Associate's negligent disclosure or breach of PHI covered by this Agreement. At the request of Covered Entity, Business Associate shall provide to Covered Entity proof of the insurance coverage required by this Section 6.2.

ARTICLE VII

MISCELLANEOUS

1.15 Amendments; Waiver. Except as provided herein, neither party shall modify this Agreement, or waive or amend any provision herein, except in writing signed by authorized representatives of the Parties. However, upon the compliance date of any final regulation or amendment to final regulations of HIPAA, this Agreement will automatically amend to impose upon Business Associate such additional obligations as are necessary for the parties to remain in compliance with these regulations.

1.16 **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with HIPAA.

1.17 **Subpoenas.** Each party will provide written notice to the other party of any subpoena or other legal process seeking PHI received from or created on behalf of Covered Entity, or otherwise relating to Business Associate's services under the Services Agreement. Such written notice shall be provided within 48 hours of receipt of a subpoena or other legal process.

1.18 **Notices.** All notices records or reports required to be given to either party under this Agreement will be in writing and sent by traceable carrier to each party's address indicated below, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other party. Notices will be effective upon receipt.

Business Associate:
Company: CHC Wellbeing, Inc.

Name: Joan Knauss-Harwell

Print Name

Title: Managing Director

Fax Number: 847-437-2770

Covered Entity:
Company: Warren County

Name: _____
Print Name

Title: _____

Fax Number: _____

1.19 **Term.** This Agreement will continue in full force and effect for as long as the Services Agreement remains in full force and effect unless it is earlier terminated pursuant to Section 5.1(a) or Section 5.1(b). This Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the Services Agreement.

1.20 **Survival.** The rights and obligations of Business Associate under Article II and Section 6.1 and Section 6.2 of this Agreement shall survive the termination of this Agreement.

1.21 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the state and federal courts of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

Business Associate / CHC Wellbeing

Covered Entity / Warren County

By: *x Joan Knauss-Harwell*

By: ** [Signature]*

Signature

Name : Joan Knauss-Harwell

Name : _____

Print Name

Title: Managing Director

Title: _____

Date: 12/10/24

Date: _____

APPROVED AS TO FORM

[Signature]

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

HRA Questions / Responses	
Questions	Responses

CANCELLATION POLICY: Please note that a cancellation fee will apply for events cancelled with less than two weeks' notice. The fee is \$500 plus non-refundable travel costs incurred.

If you have elected insurance as the payment method and insurance does not cover the claims, CHC will invoice you for services rendered.

Invoices that are 45 days past due are subject to penalty of 1.5% of the total invoice amount.

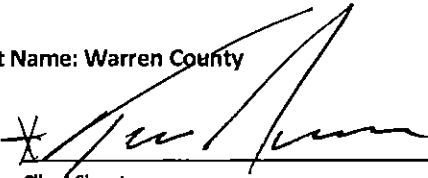
CHC will invoice the client for the services rendered on a monthly basis.

Payment Terms: Due on Receipt

This document is confidential and contains proprietary information. No part of this document may be photocopied, reproduced by any means, stored in a retrieval system, transmitted in any form or by any means, or translated into another language. The parties shall make no public disclosure of the information contemplated herein, except as required by law, and shall treat all such information concerning the other party as confidential, and shall preserve the confidentiality thereof.

I have reviewed and I agree to the terms, minimums and fees reflected in this document.

Client Name: Warren County

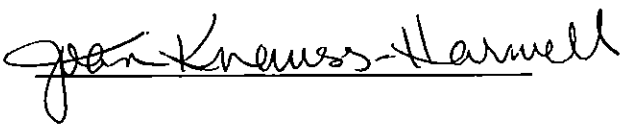
By: 
Client Signature

Name: Tom Grossmann
Printed Name

Title: Vice President
Title

Date: 12/20/24

CHC Wellbeing, Inc.

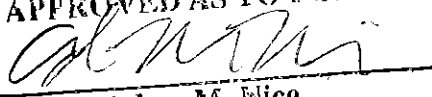
By: 

Name: Joan Knauss-Harwell

Title: Managing Director

Date: 12/10/24

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

HEALTH & WELLNESS PRICING																
Participant Group 2		Participants: Benefit Eligible Employee Spouse of Benefit Eligible Employee														
Tests	Included															
	Health & Wellness	H & W + Reflex A1C	TSH	PSA	Nicotine	Reflex Nicotine	Hemoglobin A1C	Cardio C	Homocysteine	Blood Type	Vitamin D	Testosterone	B12 Folate	Gluten Allergy	NMR	Antibody (IgG)
Client Paid		\$81														
Insurance Paid (PPO - Included)																
Insurance Paid (PPO - By Request)																
Participant Paid																
Tests Not Available			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Payor: Company Co-pay Amount: \$0.00 Co-pay Payor: N/A			Price: \$81.00 Company Direct Bill: \$0.00 Solution Type: EDUCATE					Take Insurance (Y/N): No PSA Age Cutoff:								
Notes: Full 37-panel 6 month recheck with reflex A1c. \$2,731 cap on travel costs.																

HEALTH & WELLNESS PRICING																
Participant Group 1			Participants: Benefit Eligible Employee Spouse of Benefit Eligible Employee													
Tests	Included															
	Health & Wellness	H & W + Reflex A1C	TSH	PSA	Nicotine	Reflex Nicotine	Hemoglobin A1C	Cardio C	Homocysteine	Blood Type	Vitamin D	Testosterone	B12 Folate	Gluten Allergy	NMR	Antibody (IgG)
Client Paid	\$114		\$0	\$20			\$0									
Insurance Paid (PPO - Included)																
Insurance Paid (PPO - By Request)																
Participant Paid								\$39	\$54	\$25	\$40	\$42	\$42	\$29	\$99	\$105
Tests Not Available					✓	✓										
Payor: Company Co-pay Amount: \$0.00 Co-pay Payer: N/A			Price: \$114.00 Company Direct Bill: \$0.00 Solution Type: EDUCATE					Take Insurance (Y/N): No PSA Age Cutoff: 40								
Notes: All employees and those spouses that are eligible to be on the company health plan are eligible for the screenings. CHC will bill Warren County \$114 per screening per participant which includes TSH Females 40+ and A1c for all, and \$20 - PSA for males 40+. Additional tests participant paid. Follow up screenings will be billed at \$81 per screening participant for the 37-panel and reflex A1c test. \$4,370 Cap on Travel and Expense Cost for annual screenings in January.																

Location Previous Year Participation: 33

Bilingual Forms Needed: No

Travel Required: Yes

Bill Actual Travel Costs: Yes

T&E Expenses Paid By: Company

Per Participant Travel Fee: \$0.00

Screening Notes: Lavina's Cell Phone Number is 513-519-6377. Park in front lot by flagpole. Enter in the new jail building. (see map) The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee. Our address is 822 Memorial Drive, Lebanon, OH 45036. The techs will need to park in front of the building and buzz in at the lobby doors.

Per Participant Travel Fee: \$0.00

Screening Notes: Park near the back of the building. Follow the signs for the Juvenile Detention Center

513-695-1392 Central Control
This number will be manned 24/7

Once you enter the Detention Center staff will guide you to the testing site (gymnasium)

Kevin Kincer is back-up and his cell number is 513-335-3607. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee. Enter building through the front entrance.

Location Name: Sheriff's Office

Location Information	Screening Information
<p>Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036</p>	<p>Screening Start Date: Tuesday, 1/21/2025 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training Room Arrival Time: 06:00 AM Eastern</p>
<p>Location Contact Name: Lavina Hayes Location Contact Phone: 513-519-6377 Location Expected Participation: 57 Location Previous Year Participation: 57</p>	<p>Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No</p>
<p>Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00</p>	
<p>Screening Notes: Lavina's Cell Phone Number is 513-519-6377. Park in front lot by flagpole. Enter in the new jail building. (see map) The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee. Our address is 822 Memorial Drive, Lebanon, OH 45036. The techs will need to park in front of the building and buzz in at the lobby doors.</p>	

Location Name: Sheriff's Office

Location Information	Screening Information
<p>Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036</p>	<p>Screening Start Date: Wednesday, 1/22/2025 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training Room Arrival Time: 06:00 AM Eastern</p>
<p>Location Contact Name: Lavina Hayes Location Contact Phone: 513-519-6377 Location Expected Participation: 33</p>	<p>Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No</p>

Location Name: Juvenile & Probate Court

<u>Location Information</u>	<u>Screening Information</u>
Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 900 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Laura Schnecker Location Contact Phone: Location Expected Participation: 32 Location Previous Year Participation: 32 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Tuesday, 1/21/2025 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Multi-Purpose Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes: Park near the back of the building. Follow the signs for the Juvenile Detention Center 513-695-1392 Central Control This number will be manned 24/7 Once you enter the Detention Center staff will guide you to the testing site (gymnasium) Kevin Kincer is back-up and his cell number is 513-335-3607. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee. Enter building through the front entrance.	

Location Name: Juvenile & Probate Court

<u>Location Information</u>	<u>Screening Information</u>
Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 900 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Laura Schnecker Location Contact Phone: Location Expected Participation: 36 Location Previous Year Participation: 36 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company	Screening Start Date: Thursday, 1/23/2025 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Multi-Purpose Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No

Location Name: Engineer's Office

<u>Location Information</u>	<u>Screening Information</u>
<p>Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 105 Markey Road City, State, Zip: Lebanon, OH 45036 Location Contact Name: Amy Fox Location Contact Phone: 513-695-3303 Location Expected Participation: 40 Location Previous Year Participation: 40 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Complimentary Per Participant Travel Fee: \$0.00</p>	<p>Screening Start Date: Thursday, 1/23/2025 Screening Time: 07:30 AM Eastern Screening Length: 4.0 hours Screening Room Location: 105 Markey Rd, Lebanon, OH 45036 Basement Conference Room Arrival Time: 06:30 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No</p>
<p>Screening Notes: 7:00am to meet the CHC staff. As soon as you pull in the driveway, there is a parking lot on the left with a door right there that goes directly into the basement conference room. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee. Enter on N. side of bldg. Park in lot on left go down ramp to enter bldg. On Conference room side.</p>	

Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Nicole Downing Location Contact Phone: 513-695-2485 Location Expected Participation: 59 Location Previous Year Participation: 59 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
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Screening Notes: Admin will be at 406 Justice Drive (building with all the flags in the front). Park in huge side parking lot and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738), Nicole (513-695-2485), or Faith Stone (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee.

Location Name: Common Pleas

Location Information	Screening Information
Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 500 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Chris Rambow Location Contact Phone: 513-695-2356 Location Expected Participation: 49 Location Previous Year Participation: 49 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/22/2025 Screening Time: 07:30 AM Eastern Screening Length: 4.5 hours Screening Room Location: Old Grand Jury Room Arrival Time: 06:30 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No

Screening Notes: Enter front security office. Chris will meet you. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee.

Location Contact Name: Nicole Downing Location Contact Phone: 513-695-2485 Location Expected Participation: 42 Location Previous Year Participation: 42 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
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Screening Notes: Admin will be at 406 Justice Drive (building with all the flags in the front). Park in huge side parking lot and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738), Nicole (513-695-2485), or Faith Stone (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee.

Location Name: Administration Building

Location Information	Screening Information
Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Nicole Downing Location Contact Phone: 513-695-2485 Location Expected Participation: 41 Location Previous Year Participation: 41 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/22/2025 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No

Screening Notes: Admin will be at 406 Justice Drive (building with all the flags in the front). Park in huge side parking lot and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738), Nicole (513-695-2485), or Faith Stone (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee.

Location Name: Administration Building

Location Information	Screening Information
Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us	Screening Start Date: Friday, 1/24/2025 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours

Screening Notes: If you are on interstate 71 take the Lebanon exit 48 North, this will wind around to your right, stay in the right lane and merge onto 48. Make a left turn on Cook Road, Turn right onto Justice drive.

At the 4 way stop sign turn right, then turn left into the parking lot and then a quick right to the lower level. The building is on your left and in big bold letters you will see BOARD OF ELECTION.

You can park in any designated parking area in front of the building. Melissa Bour (513-695-1772) and or Brian Sleeth, will let you into the building at 6:00 AM.

Brian Sleeth, Director of BOE can be reached at 513-635-8011 (cell) or 513-695-2682.

Upon entering the building walk straight down the hall past the rest room and the EOC room is located on the right.

The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee. Enter thru BOE

Location Name: Administration Building

Location Information	Screening Information
Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036	Screening Start Date: Monday, 1/15/2024 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern
Location Contact Name: Nicole Downing Location Contact Phone: 513-695-2485 Location Expected Participation: 78 Location Previous Year Participation: 78	Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	

Screening Notes: Admin will be at 406 Justice Drive (building with all the flags in the front). Park in huge side parking lot and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738), Nicole (513-695-2485), or Faith Stone (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee.

Location Name: Administration Building

Location Information	Screening Information
Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036	Screening Start Date: Thursday, 1/16/2025 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern

<p>City, State, Zip: Lebanon, OH 45036</p> <p>Location Contact Name: Melissa Bour</p> <p>Location Contact Phone: 513-594-2290</p> <p>Location Expected Participation: 32</p> <p>Location Previous Year Participation: 32</p> <p>Travel Required: Yes</p> <p>Bill Actual Travel Costs: Yes</p> <p>T&E Expenses Paid By: Company</p> <p>Per Participant Travel Fee: \$0.00</p>	<p>Arrival Time: 06:00 AM Eastern</p> <p>Flu Shots: No</p> <p>Privacy Screens or Partitions: Yes</p> <p>Bilingual Staff Needed: No</p> <p>Bilingual Forms Needed: No</p>
<p>Screening Notes: If you are on interstate 71 take the Lebanon exit 48 North, this will wind around to your right, stay in the right lane and merge onto 48. Make a left turn on Cook Road, Turn right onto Justice drive.</p> <p>At the 4 way stop sign turn right, then turn left into the parking lot and then a quick right to the lower level. The building is on your left and in big bold letters you will see BOARD OF ELECTION.</p> <p>You can park in any designated parking area in front of the building. Melissa Bour (513-695-1772) and or Brian Sleeth, will let you into the building at 6:00 AM.</p> <p>Brian Sleeth, Director of BOE can be reached at 513-635-8011 (cell) or 513-695-2682.</p> <p>Upon entering the building walk straight down the hall past the rest room and the EOC room is located on the right.</p> <p>The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee. Enter thru BOE</p>	

Location Name: 520 Justice

Location Information	Screening Information
<p>Screening Contact: Nicole Downing</p> <p>Phone Number: 513-695-2485</p> <p>email: nicole.downing@co.warren.oh.us</p> <p>Address: 520 Justice Drive</p> <p>City, State, Zip: Lebanon, OH 45036</p> <p>Location Contact Name: Melissa Bour</p> <p>Location Contact Phone: 513-594-2290</p> <p>Location Expected Participation: 31</p> <p>Location Previous Year Participation: 31</p> <p>Travel Required: Yes</p> <p>Bill Actual Travel Costs: Yes</p> <p>T&E Expenses Paid By: Company</p> <p>Per Participant Travel Fee: \$0.00</p>	<p>Screening Start Date: Tuesday, 1/21/2025</p> <p>Screening Time: 07:00 AM Eastern</p> <p>Screening Length: 5.0 hours</p> <p>Screening Room Location: EOC Room</p> <p>Arrival Time: 06:00 AM Eastern</p> <p>Flu Shots: No</p> <p>Privacy Screens or Partitions: Yes</p> <p>Bilingual Staff Needed: No</p> <p>Bilingual Forms Needed: No</p>

Screening Notes: The CHC staff can park in the back of the building at the employee entrance, (door on the right when you look at the back of the building) and someone will get them in the building.

You can give them Arlene's cell number 513-205-8761. Desk phone number is 513-695-1422. James Ryan will be back up, his phone number is 513-695-1404. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee.

Location Name: 520 Justice

Location Information	Screening Information
<p>Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036</p> <p>Location Contact Name: Melissa Bour Location Contact Phone: 513-594-2290 Location Expected Participation: 35 Location Previous Year Participation: 35</p> <p>Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00</p>	<p>Screening Start Date: Tuesday, 1/14/2025 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern</p> <p>Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No</p>

Screening Notes: If you are on interstate 71 take the Lebanon exit 48 North, this will wind around to your right, stay in the right lane and merge onto 48. Make a left turn on Cook Road, Turn right onto Justice drive.

At the 4 way stop sign turn right, then turn left into the parking lot and than a quick right to the lower level. The building is on your left and in big bold letters you will see BOARD OF ELECTION.

You can park in any designated parking area in front of the building. Melissa Bour (513-695-1772) and or Brian Sleeth, will let you into the building at 6:00 AM.

Brian Sleeth, Director of BOE can be reached at 513-635-8011 (cell) or 513-695-2682.

Upon entering the building walk straight down the hall past the rest room and the EOC room is located on the right.

The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee. Enter Thru BOE

Location Name: 520 Justice

Location Information	Screening Information
<p>Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 520 Justice Drive</p>	<p>Screening Start Date: Friday, 1/17/2025 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room</p>

Location Name: 416 East Street Building

Location Information	Screening Information
<p>Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036 Location Contact Name: Arlene Byrd Location Contact Phone: 513-205-8761 Location Expected Participation: 47 Location Previous Year Participation: 47 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00</p>	<p>Screening Start Date: Tuesday, 1/14/2025 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Human Services 2nd floor Conference room 221 B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No</p>
<p>Screening Notes: The CHC staff can park in the back of the building at the employee entrance, (door on the right when you look at the back of the building) and someone will get them in the building. You can give them Arlene's cell number 513-205-8761. Desk phone number is 513-695-1422. James Ryan will be back up, his phone number is 513-695-1404. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee's name and draw date on the form and give to the employee.</p>	

Location Name: 416 East Street Building

Location Information	Screening Information
<p>Screening Contact: Nicole Downing Phone Number: 513-695-2485 email: nicole.downing@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036 Location Contact Name: Arlene Byrd Location Contact Phone: 513-205-8761 Location Expected Participation: 25 Location Previous Year Participation: 22 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00</p>	<p>Screening Start Date: Thursday, 1/23/2025 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Human Services 2nd floor Conference room 221 B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No</p>

Additional Services				
Onsite HWW Measurements		Height	No	
	\$	Weight	No	
		Waist	No	
Challenge Program: No	Start Date		Price	
	End Date		Billing Option	
	Eligible Population		Allow Manual Uploaded Steps	
	Challenge Options		Threshold (%)	Retro Days
	Individual	<input type="checkbox"/>		
	Peer-To-Peer	<input type="checkbox"/>		
	Company	<input type="checkbox"/>		
Health Coaching: No	Health Coaching Type			
	Start Date		Price	
	End Date		Billing Option	
	Eligible Population			
Custom Rewards	Start Date		Price	
	End Date		Billing Option	
	Eligible Population			
Historical Data (Up to 3 previous years)	No	Biometric Data Import	No	
	\$0.00	(Current Year)	\$0.00	
Billing Notes:	Please send invoice to Tammy, Faith and Nicole. Please send one invoice in February upon completion of the January onsite screenings and any completed remotes through 1/31/25. Send a second invoice in June upon completion of the remote 5/31/25 deadline. Send third invoice after 8/31/25 follow-up deadline. Send a final invoice in November upon completion of the new hire remote screening deadline of 10/31/25.			

Registration Deadline Date	LIAE Payer
LIAE Kit Sent Fee	NOTE: (1 Kit Per Participant included in fee)
LIAE Kit Resulted Fee	CHC is not responsible for mailing to addresses entered by participant or through eligibility file. CHC is not responsible for participant's improper collection of specimen that may result in partial results or the lab being unable to process participant's results.
Allow 2nd LIAE Kit	2nd LIAE Kit Fee 2nd LIAE Kit Payer

Notes							
	Mini Panel	PSA	TSH	Vit D	Testosterone	CRP	Cotinine
Test Included							
Test Price							

CHC Wellbeing Statement of Work

Client Information		Billing Contact Information	
Client Name	Warren County	Bill To	Warren County
Contact Name	Faith Stone	Billing Contact	Tammy Whitaker
Phone Number	513-695-1559	Phone Number	513-695-1324
email	faith.stone@co.warren.oh.us	email	Tammy.Whitaker@co.warren.oh.us
Address	406 Justice Drive	Address	406 Justice Drive
City, ST, Zip	Lebanon, Ohio 45036	City, ST, Zip	Lebanon, Ohio 45036

Wellbeing Program Eligibility

Total Employees	1,000	Total Expected Participation	700
Total Eligible to Participate	1,500	Total Participation Last Year	666
Funding Type	Self Funded	Insurance Carrier	

Program Information

Program Type	EDUCATE	Program Start Date	12/1/2024
Package Price	\$114.00	Program End Date	11/30/2025
Minimum Required per Event	25	Incentive Description	PTO
Under Minimum Fee	\$114.00	Qualifying Question	No
Under Minimum Payor	Company	HRA Option	Standard HRA
Under Minimum Notes	CHC will bill client at \$114 per participant under the minimum.	Job Notes	Base package: 37-panel, TSH Females 40+ & A1c for all. PSA males 40+ - \$20. Onsite follow-up screenings at 1 location 7/30, 7/31 & remotely August 2025 at \$81 per screening participant. Follow-up screening: full 37-panel & reflex A1c.

Activity Tracker	Yes, w/o health data integration	Nutrition Tracker	Yes, w/o health data integration	Sleep Tracker	Yes, w/o health data integration
Hydration Tracker	Yes	eLearning	No	Financial Wellbeing	Yes
Message Board	No	Mindfulness	Yes	Printed Results	Yes

Travel Required	Yes	Bill Actual Travel	Yes	Per Participant Travel Fee	\$0.00
Travel Fee Notes: \$4,370 Cap on Travel and Expense Cost for the annual screenings in January. \$2,731 Cap on Travel and Expense Cost for the recheck screenings in July.					

Remote	Yes	New Hire Remote	Yes	Remote Only	No
Remote End Date	5/31/2025	New Hire Remote End Date	10/31/2025		

Physician Screening Form	No	Physician Screening Price	\$0.00
Physician Screening End Date		Physician Screening Payor	

LIAE	No	LIAE Only	
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**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-1723

Adopted Date December 20, 2024

**AUTHORIZING DISCLOSURE BETWEEN BUSINESS ASSOCIATES OPTUMRX AND
EVO FIRST, INC. RELATIVE TO THE WARREN COUNTY PRESCRIPTION PLAN**

WHEREAS, effective January 1, 2025, the Warren County Board of County Commissioners contracted with Evo First, Inc. for the administration of the prescription plan; and

WHEREAS, in order to transition the prescription program from Optum to Evo First, Inc. the transfer of information between Prescription Benefit Mangers is needed; and

NOW THEREFORE BE IT RESOLVED, to authorize the Client Request for Disclosure to Another Business Associate for program effective January 1, 2025; disclosure attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: HUB
c/a—OptumRx
c/a--Evo First, Inc.
Benefits File
Tammy Whitaker, OMB

Client Request for Disclosure to Another Business Associate

This request is made pursuant to any existing and future Business Associate Agreements entered into between OptumRx, Inc. ("Business Associate") and Warren County OH ("Client"). The Client hereby requests that the Business Associate discloses Protected Health Information (PHI) to another business associate of Client, pursuant to such other business associate agreement to enable Client's other business associate to provide services to Client.

Entity or Entities to Receive PHI	Person(s) at Entity to Receive PHI
Evo PBM	Courtney Reid

Nature of Disclosure: Such disclosure shall contain the following information – be specific
1. Client information relating to the pharmacy benefit management services provided by Business Associate to Client.

Duration

A disclosure will begin on or after the date this Request for Disclosure is executed by Client. Client shall notify Business Associate immediately, and within 5 business days in advance of when this routine disclosure is to end. Business Associate shall end such practice within 5 business days after receipt of such notice.

Business Associate may rely on such Client requests as being permissible under the HIPAA Privacy Regulations, and any other then effective laws or regulations relating to the use and disclosure of PHI, by virtue of a valid business associate relationship having been established between the Client and such other designated business associates.

Warren County OH
406 Justice Dr Rm
Lebanon, OH

Signature: *  _____

Print Name: Tom Grossmann

Print Title: Vice-President

Date: 12/20/24

Internal Control No.: 01416459.0

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

Resolution

Number 24-1724

Adopted Date December 20, 2024

APPOINTING DAVID G. YOUNG TO THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS BOARD OF TRUSTEES AND MARTIN RUSSELL AS ALTERNATE

BE IT RESOLVED, to appoint David G. Young to the Ohio-Kentucky-Indiana Regional Council of Governments Board of Trustees for calendar year 2025; and

BE IT FURTHER RESOLVED, to appoint Martin Russell, County Administrator, as alternate.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/to

cc: Appointments file
OKI (file)
Laura Lander
Appointees

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

Resolution

Number 24-1725

Adopted Date December 20, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF
TUESDAY, JANUARY 7, 2025, AND THURSDAY, JANUARY 9, 2025

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Tuesday,
January 7, 2025, and Thursday, January 9, 2025.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-1726

Adopted Date December 20, 2024

AMENDING RESOLUTION #24-1582 TO ESTABLISH JANUARY 3, 2025, AT 9:00 A.M.
AS THE TIME AND DATE FOR THE ANNUAL ORGANIZATIONAL MEETING

WHEREAS, pursuant to Resolution #24-1582 this Board established January 7, 2025 at 9:00 as
the time and date for the Annual Organizational Meeting; and

WHEREAS, due to illness and lack of quorum the Board will be unable to meet on January 7,
2025.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #24-1582 to establish January 3,
2025, at 9:00 a.m. as the time and date for the Annual Organizational Meeting; said meeting to
be held in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Press ✓
Commissioners' file

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

Resolution

Number 24-1727

Adopted Date December 20, 2024

CONTINUING PUBLIC HEARING TO CONSIDER TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE INITIATED BY THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, pursuant to Resolution 24-1583, adopted November 26, 2024, this Board scheduled a public hearing for December 17, 2024, at 9:00 a.m. to consider text amendments to the Warren County Rural Zoning Code, initiated by the Warren County Board of Commissioners; and

WHEREAS, due the lack of a quorum on December 17, 2024, this Board desires to continue said public hearing to January 21, 2025, at 10:30 a.m.

NOW THEREFORE BE IT RESOLVED, to continue the public hearing to consider text amendments to the Warren County Rural Zoning Code; said public hearing to be continued to January 21, 2025, at 10:30 a.m.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 24-1728

Adopted Date December 20, 2024

DESIGNATING A PORTION OF MASON-MONTGOMERY ROAD AS "NEIL F. TUNISON HIGHWAY" IN DEERFIELD TOWNSHIP BETWEEN FIELDS-ERTEL ROAD AND SOCIALVILLE-FOSTERS ROAD HONORING NEIL'S 38 YEARS OF SERVICE TO WARREN COUNTY AND 28 YEARS AS WARREN COUNTY ENGINEER

WHEREAS, Neil Tunison began his Warren County career in 1986 working at the Warren County Engineer's Office as an Assistant County Engineer; and

WHEREAS, Neil was elected Warren County Engineer in 1996 and has served as the Warren County Engineer for 28; years from 1997 to 2024 and is the longest serving County Engineer in Warren County history; and

WHEREAS, during his tenure as County Engineer, Neil spearheaded many road improvement projects within the Mason-Montgomery Road and Fields-Ertel Road corridors, including working with this Board on projects at the I-71 interchange; and

WHEREAS, in 1995 Neil enhanced Mason-Montgomery Road from two lanes to five lanes in anticipation of Procter and Gamble locating their Mason Business and Innovation Center along Mason-Montgomery Road; and

WHEREAS, in 2017 Neil improved Mason-Montgomery Road from five lanes to seven lanes to accommodate development growth in the corridor and the Procter and Gamble facility expansion; and

WHEREAS, Warren County Engineer Elect, Kurt Weber, and the Warren County Engineer's Office staff recommends to this Board to honor Neil Tunison by ceremonially designating a portion of Mason-Montgomery Road as "Neil F. Tunison Highway" between Fields-Ertel Road and Socialville-Foster Road.

NOW THEREFORE BE IT RESOLVED, to designate a portion of Mason-Montgomery Road as "Neil F. Tunison Highway" in Deerfield Township between Fields-Ertel Road and Socialville-Foster Road honoring Neil's 38 years of service to Warren County and his 28 years as Warren County Engineer and direct the Warren County Highway Department to erect the signs accordingly.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
Commissioners' file

Resolution

Number 24-1729

Adopted Date December 20, 2024

ADVERTISING FOR THE MASON MORROW MILLGROVE ROAD BRIDGE #38-0.37
REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for the Mason Morrow Millgrove Road Bridge #38-0.37
Replacement Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general
circulation and for two consecutive weeks on the County website, beginning the week of December
29, 2024; bid opening to be January 14, 2025 @ 10:30 a.m.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KP

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 24-1730

Adopted Date December 20, 2024

**ADVERTISING FOR BIDS FOR THE SOCIALVILLE TRANSMISSION MAIN –
CONTRACT 1 PROJECT**

BE IT RESOLVED, to advertise for bids for the Socialville Transmission Main – Contract 1 Project for the Warren County Water and Sewer Department beginning December 30, 2024; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation a minimum two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the Warren County website, with the bid opening to occur on Thursday, January 30, 2025 @ 11:00 a.m.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 24-1731

Adopted Date December 20, 2024

**APPROVING NOTICE OF INTENT TO AWARD BID TO W.E. SMITH CONSTRUCTION
FOR THE TOWNSHIP LINE ROAD BRIDGE #134-3.76 REPLACEMENT PROJECT**

WHEREAS, bids were closed at 10:30 a.m., on December 10, 2024, and the bids received were opened and read aloud for the Township Line Road Bridge #134-3.76 Replacement Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Roy Henson, Bridge Engineer, W.E. Smith 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 W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio 45107, for a total bid price of \$624,113.57; and

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

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 24-1732

Adopted Date December 20, 2024

AWARDING THE BID FOR THE 2025 WATER TREATMENT CHEMICALS PROJECT TO CHEMICALS INC, USA. AND BRENNTAG MID-SOUTH INC.

WHEREAS, bids were closed at 11:00 a.m., on December 9, 2024, and the bids received were opened and read aloud for the 2025 Water 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 Brenntag Mid-South Inc. 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 for the 2025 Water Treatment Chemicals Project to Brenntag Mid-South Inc., 324 East Yusen Drive, Georgetown, Kentucky 40324 for a bid price of \$2.18 per gallon of Sodium Hypochlorite (NaOCL) 12.5%, \$0.1393 per pound of Sodium Hydroxide (NaOH) 25%, and \$0.2390 per pound of Sodium Bisulfite (NaHSO3) 38%. It is also the intent of this Board to award the bid to Chemicals Inc, USA, 270 Osborne Drive, Fairfield, Ohio 45233 for a bid price of \$0.38 per pound of Hydroflourosilicic Acid (HFS) 23%.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Chemicals Inc. USA
c/a—Brenntag Mi-South Inc.
Water/Sewer (file)
OMB Bid file

Resolution

Number 24-1733

Adopted Date December 20, 2024

AUTHORIZING AECOM TECHNICAL SERVICES, INC. TO ADVERTISE FOR BIDS FOR THE RICHARD A. RENNEKER WATER TREATMENT PLANT ION EXCHANGE UPGRADES PROJECT

WHEREAS, pursuant to Resolution #18-0872, adopted May 29, 2018, this Board entered into an engineering agreement with AECOM Technical Services, Inc. for the Design of Water Treatment Plant Upgrades and Softening Facilities; and

WHEREAS, the scope of services in the aforementioned agreement includes bidding services and authorizes AECOM to act as the County's bidding representative.

NOW THEREFORE BE IT RESOLVED, to authorize AECOM Technical Services, Inc. to advertise for bids for the Richard A. Renneker Water Treatment Plant Ion Exchange Upgrades Project for the Warren County Water and Sewer Department beginning December 30, 2024; and

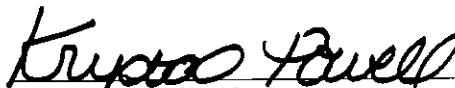
BE IT FURTHER RESOLVED, that said bid shall be advertised for a minimum (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise and make the bidding documents available upon request to AECOM, with bid opening to occur on Thursday, January 30, 2025 @ 2:00 p.m.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 24-1734

Adopted Date December 20, 2024

**APPROVING A MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY
COMMUNITY SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES**

BE IT RESOLVED, to approve a Memorandum of Understanding with Warren County Community Services on behalf of Warren County Children Services relative to the Therapeutic Interagency Program (TIP); copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

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

Therapeutic Interagency Program Memorandum of Understanding

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

This is a contract for **Therapeutic Interagency Program (TIP) Services for the period of January 1, 2025-December 31, 2025.**

ARTICLE I: PURPOSE OF THE CONTRACT

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

ARTICLE II: RESPONSIBILITY OF WARREN COUNTY COMMUNITY SERVICES

- A. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the Head Start grant award.

- B. Supply Program services during the contract period to children ages three to five and their families. Services shall include, but not be limited to, therapeutic provider-based year-round preschool programming, mental health therapy, as well as individualized treatment plans, daily transportation, psychiatric services, in-home and provider-based parent education and involvement, educational resources for parents, transitional services, coordination with outside agencies to address client needs, and program evaluation to insure fiscal accountability and to measure evidence-based outcomes and quality assurance.

- C. Accept all referrals made by Warren County Children Services staff and shall provide program services to clients who are eligible for Temporary Assistance to Needy Families (TANF). Other social service organizations in the community may also refer potential clients, space permitting. Head Start eligibility of client will be verified prior to the provision of services.

- D. Ensure that all children in TIP during the school year are Head Start children with access to all services that Head Start provides, including, but not limited to educational assessments, health screenings and services, disability screenings and services, parental involvement assessments, and social services.

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

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

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

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

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

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

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

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

M. Submit a quarterly invoice of \$20,000 to Warren County Children Services to Jenny Carman at Jennifer.Carman@jfs.ohio.gov. The invoice will be submitted in March, June, September and December of 2025.

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

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

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

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

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

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

ARTICLE III: RESPONSIBILITY OF WARREN COUNTY CHILDREN SERVICES

A. Provide funding to Warren County Community Services, not to exceed \$80,000.00 for calendar year 2025, in accordance with this Agreement and Federal, state and local laws upon receipt of a quarterly invoice for \$20,000.00 to be sent in the months of March, June, September and December of 2025.

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

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

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

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

ARTICLE IV. AMENDMENT OR TERMINATION OF AGREEMENT

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

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

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

ARTICLE V. MISCELLANEOUS PROVISIONS

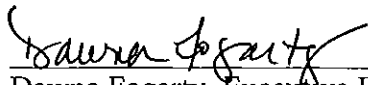
A Limitation of Liability: To the extent permitted by law, Warren County Children Services agrees to be responsible for any liability directly relating to all acts of negligence by Warren County Children Services. To the extent permitted by law, Warren County Community Services agrees to be responsible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

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

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

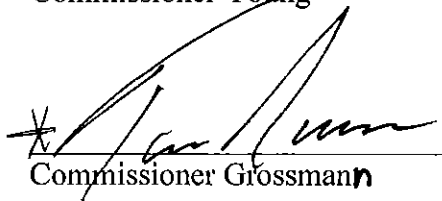
In Witness whereof, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Community Services have executed this Agreement effective the date of the last obtained signature as follows:

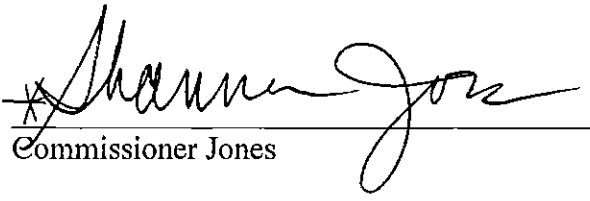
 12/9/24
Tanya Sellers, Deputy Director/ Date
Warren County Children Services

 11-18-24
Dawna Fogarty, Executive Director/ Date
Warren County Community Services


Warren County Board of County Commissioners:

Commissioner Young


Commissioner Grossmann


Commissioner Jones

Approved As To Form Only:

 12/6/24
~~Kathryn Horvath, Assistant Prosecuting Attorney/ Date~~
Adam Nica

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

Resolution

Number 24-1735

Adopted Date December 20, 2024

APPROVING AN AMENDMENT TO THE AGREEMENT WITH COBRA SYSTEMS, INC. TO PROVIDE JURY-RELATED SOFTWARE IN ADDITION TO THE CASE MANAGEMENT SYSTEM ON BEHALF OF THE WARREN COUNTY CLERK OF COURTS

WHEREAS, pursuant to Resolution #24-0659, adopted May 21, 2024, this Board entered into an agreement with COBRA Systems, Inc. to provide software for a case management system for the Warren County of Courts; and

WHEREAS, the Clerk of Courts desires to add jury related software to the previous agreement.

NOW THEREFORE BE IT RESOLVED, to approve an amendment to the agreement with COBRA Systems, Inc. to provide jury-related software in addition to the case management system on behalf of the Warren County Clerk of Courts, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – COBRA Systems, Inc.
Clerk of Courts (file)

AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT & SERVICES CONTRACT

This Amendment to Software as a Service Agreement and Services Contract (“Amendment”) is entered into this 17TH day of DECEMBER, 2024, by and between COBRA Systems, Inc., an Ohio corporation (“Vendor”) and Warren County Board of County Commissioners, Warren County, Ohio (the “County”), who are also the parties to a Services Contract and its attached Software as a Services Agreement, both dated MAY 21, 2024, and which are incorporated herein by reference (the “Agreements”), and this Amendment shall be made a part of the Agreements. This Amendment shall control in the event of any conflict with the Agreements.

Vendor and the County desire to modify the Agreements as follows:

1. Section 6.01 of the Software as a Service Agreement is hereby deleted and replaced as follows:

Section 6.01 – Invoicing and Payment

Vendor will invoice the County as set forth below:

- a) Annual SaaS Fees: \$90,000.00, itemized as follows:

- i. ezCourt Court Management Software: \$80,000.00/year
- ii. Jury from ezJustice Software for Common Pleas Court: \$10,000.00/year

Upon expiration of the Initial Term (“Initial Term”), as defined in Section 7, annual SaaS Fees shall be at Vendor’s then-current rates unless otherwise negotiated by the parties.

Notwithstanding the foregoing, the Annual SaaS fee for Jury from ezJustice Software for Common Pleas Court shall be **\$21,040.00** per year, prorated from DECEMBER 5, 2024, until the launch date of the ezCourt Court Management Software, at which time said fee shall convert to \$10,000.00 per year, as stated above in this Section 6.01(a).

- b) Other Vendor Products and Services

Implementation of additional Vendor products, future Customizations, and other professional services shall be billed and invoiced as delivered and approved, at the rates agreed to by the parties in a separate contract or amendment hereto. Requested products and services such as those outlined in this Section will be billed at negotiated rates acceptable to the parties.

- c) Third-Party Products

- i. Third-Party Software License Fees: License fees for Third-Party Software, if any, are invoiced when Vendor makes it available to the County for downloading.
- ii. Third-Party Software Maintenance: The first-year maintenance for the Third-Party Software is invoiced when Vendor makes it available to the County for downloading.
- iii. Third-Party Hardware: Third-Party Hardware costs, if any, are invoiced upon delivery.

2. Each reference to the Annual Fee for Vendor Software Common Pleas Court shall be changed to \$90,000.00 to reflect the addition of the Annual Fee for Jury from ezJustice Software for Common Pleas Court in all such references in the Agreements, including but not limited to those on the Investment Summary attached as Exhibit 1 to the Services Contract.

In all other respects, Vendor and the County hereby ratify and confirm the Agreements.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20 day of December, 2024.

County:

Warren County Board of County Commissioners

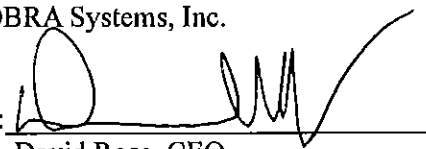
By: *  _____

By: *  _____

By: _____

Vendor:

COBRA Systems, Inc.

By:  _____

David Rose, CEO

APPROVED AS TO FOEM



Adam M. Nice

Asst. Prosecuting Attorney

Resolution

Number 24-1736

Adopted Date December 20, 2024

AUTHORIZING THE NECESSARY DOCUMENTATION FOR THE PAYMENT OF AMERICAN RESCUE PLAN ACT FUNDS (ARPA) TOWARD THE MIDDLETOWN MULTI-USE ENTERTAINMENT VENUE

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

WHEREAS, pursuant to Resolution #22-0097, adopted January 18, 2022, the Board of County Commissioners authorized the expenditure of funds for the purposes of a market demand, competitive analysis, and financial feasibility study related to the Middletown Multi-Purpose Entertainment Venue; and

WHEREAS, pursuant to Resolution #22-1029, adopted July 5, 2022, the Board of County Commissioners authorized the encumbrance of \$3,500,000 in American Rescue Plan Act dollars; and

WHEREAS, the Board of County Commissioners desires to continue support of the project due to sustained positive outcomes and furtherance of development.

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator or Deputy County Administrator to encumber \$150,000 in additional ARPA funds and create necessary purchase orders for expending said funds.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Economic Development (file)
City of Middletown (file)
Commissioners' file
M. Russell
S. Mason

Resolution

Number 24-1737

Adopted Date December 20, 2024

AUTHORIZING THE SUBMISSION OF A CHEMICAL EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW FUND GRANT APPLICATION ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Warren County Emergency Services desires to apply for a grant for the purpose of Local Emergency Planning Committee Funding; and

WHEREAS, there are no match funds required.

NOW THEREFORE BE IT RESOLVED, to approve and authorize the submission of a Chemical Emergency Planning and Community Right-To-Know Fund Grant to the State Emergency Response Commission/Ohio Environmental Protection Agency on behalf of the Warren County Department of Emergency Services; and

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

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Ohio State Emergency Response Commission
Emergency Services (file)
OGA



**State Emergency
Response
Commission**

"Working to improve statewide preparedness and response to chemical emergencies and to improve public awareness of potential chemical hazards."

Chemical Emergency Planning and Community Right-to-Know Fund Grant Application

Completed grant application packet must be submitted to:

State Emergency Response Commission
Ohio EPA Right-to-Know Program
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, OH 43216-1049
Attn: Grant Program

Phone: (614) 644-2260
Fax: (614) 644-3681
Email: David.zeller@epa.ohio.gov

<https://epa.ohio.gov/serc>

Grant Application Deadline:	
LEPCs and Fire Departments:	February 1, 2025
State Agencies:	April 1, 2025

The total grant packet shall consist of information requested in questions in this grant application and a signed resolution "certifying" the LEPC grant application. Fire departments must coordinate and file their grant application form(s) through their LEPC. Applications postmarked after these dates shall be reduced by one percent by day of their calculated award. Applications postmarked more than 30 days after February 1 will not be considered for funding for the state grant funding year in accordance with OAC 3750-50-10(E)

Grant Distribution Information		
1	Total number of facilities in LEPC reporting one or more Hazardous Substances (include only those facilities that did not report an EHS) <i>Date of last review of number of Hazardous Substances reporting facilities</i>	100 9 / 23 / 2024
2	Total number of facilities in LEPC reporting one or more Extremely Hazardous Substances (EHS) <i>Date of last review of number of EHS reporting facilities</i>	78 9 / 23 / 2024
3	Estimated volume of hazardous substances and EHS transported through LEPC (average daily max/year) <i>Date of last review of estimated volume of hazardous substances or of EHS transported in LEPC</i> A. Hazardous Substances Range in pounds <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000 B. EHS Range in pounds <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000	9 / 23 / 2024
4	Estimated amounts of extremely hazardous substances produced, used, or stored in the district	Range in pounds <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000
5	Population within the district or under the jurisdiction of the fire department that resides in close proximity to facilities that are subject to ORC 3750 and to principal routes for the transportation of hazardous materials identified or listed by regulations adopted under the "Hazardous Materials Transportation Act," 88 Stat. 2156 (1975), 49 U.S.C.A. 1801, as amended. (An LEPC can use the population of the county for this estimate)	249,778
6	Please demonstrate how this grant will enhance the ability of the recipient or, in the case of the commission, the state to prepare for and respond to releases of hazardous substances and extremely hazardous substances. The grant will allow Warren County LEPC to hold their regular LEPC meetings and assist in the development of plans, hazard analysis, training, and education relating to the response and mitigation of hazardous materials incident(s). It will also help the Warren County LEPC to design and execute the annual LEPC exercise. The Warren County LEPC will maintain a database with information regarding type, quantity, and location of chemicals used and transported through the county. Also, the LEPC will inform the community and first responders of dangerous substances which they may encounter. The LEPC will continue to grow the Tier II facility site visit program to further develop relationships and enhance safety standards with those facilities. Without the LEPC Grant funding, the site visit program, appropriate training, software costs, and committee functions would not be able to be sustained.	

Training which the LEPC plans to sponsor or support during the grant period				
Title of Training	Anticipated Number Trained	Anticipated Cost	Will grant funds be used to support this training?	
			YES	NO
LEPC Annual Exercise	50	\$ 1000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>

Compliance with Grant Limitations and Assurances

Chapter 3750 of Ohio Revised Code restricts the use of the grant funds and identifies uses which are prohibited. Please confirm that the grant funds will not be used for purposes identified as restricted by Chapter 3750. Please note that if the funds are passed through by contract with the LEPC to another agency, these activities cannot be part of the contract with the sub-contractor, and the sub-contractor cannot use the SERC grant funds to perform these activities.

LEPC Grant Activities Restricted by Ohio Law		Agree (Check box)
1	Grant funds will not be used to acquire first response equipment, except as otherwise provided in Division (D)(4) of Section 3750.14. Division D(4) states: <i>After a committee determines that the initial training needs for emergency management personnel within its emergency planning district set forth in the committee's plan or most recent review of its plan under section 3750.04 of the Revised Code have been met, a committee may make grants from the moneys it receives under this section to fire departments located within the district for the purchase of first response equipment.</i>	<input checked="" type="checkbox"/>
2	Grant funds will not be used to defray costs for copying and mailing hazardous chemical lists, material safety data sheets, or emergency and hazardous chemical inventory forms submitted under this chapter for distribution to the public.	<input checked="" type="checkbox"/>
3	Grant funds will not be used to reimburse any person for expenditures incurred for emergency response and cleanup of a release of a hazardous substance, an extremely hazardous substance, and/or oil.	<input checked="" type="checkbox"/>
4	Grant funds will not be used to perform any assessment of damages to natural resources resulting from a release of oil, a hazardous substance or an extremely hazardous substance.	<input checked="" type="checkbox"/>

I hereby certify that the information as provided, to the best of my knowledge, is true, accurate and complete in support of the duties assigned to the Warren County LEPC under Chapter 3750 of the Ohio Revised Code.

Melissa Bour

12 / 10 / 2024

LEPC Authorized Signature

Date

Melissa Bour

(513) 695 - 1315

Typed/Printed Name

Telephone Number

LEPC Budget Request

Warren County LEPC

Budget Categories

Grant Request

Personnel/Fringe	\$ 35,200
Contracted Services*	\$
Supplies	\$
Training	\$ 1000
Travel	\$
Exercise	\$
Total LEPC Planning Budget Grant Request	\$ 36,200

- **Contracted Services:** Includes personal and/or public service contracts
- **Supplies:** includes office supplies, telephone/communications, printing, postage, etc.
- **Travel:** includes mileage and lodging

Fire Department Grant:	Training	\$
	Response	
	Equipment	\$
Total LEPC Planning Budget Grant Request		\$ 36,200

*Attach copy of the contract for services

APPROVED AS TO FORM

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

Resolution

Number 24-1738

Adopted Date December 20, 2024

AUTHORIZING THE VICE PRESIDENT OF THE BOARD TO SIGN A PROPERTY DAMAGE RELEASE FROM CARTER EXPRESS INCORPORATED RELATIVE TO DAMAGES OCCURRING ON OCTOBER 9, 2024, TO A GUARDRAIL ON MASON-MORROW-MILLGROVE RD/TURTLECREEK ROAD

WHEREAS, on or about October 9, 2024, a guardrail on Mason-Morrow-Millgrove Rd/ Turtlecreek Road sustained damage from a vehicle traveling on said road; and

WHEREAS, in order to receive distribution of \$1,527.15 for damages to said guardrail, on behalf of its insured, Carter Express Incorporated requires a signed Property Damage Release.

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign the Property Damage Release from Carter Express Incorporated in order to release funds to Warren County in the amount of \$1,527.15 for damages to guardrail on Mason-Morrow-Millgrove Road/Turtlecreek Road. Copy of release is attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: c/a—Carter Express Incorporated
Engineer (file)



PROPERTY DAMAGE RELEASE

That the Undersigned, being of lawful age, for sole consideration of One Thousand Five Hundred Twenty-Seven Dollars and 15 Cents (\$1,527.15) to be paid to Warren County Engineer's Office. Warren County Engineer's Office does hereby and for our heirs, executors, administrators, successors and assigns release, acquit and forever discharge Carter Express, Inc. and his, her, their or its agents, servants, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen or unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about October 9th, 2024 at or near Turtle Creek Road in Lebanon, OH.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the undersigned, their heirs, executors, agents and assigns.

The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned and this Release contains the entire agreement between the parties hereto, and that terms of this release are contractual and not a mere recital.

For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony.

Signed this 20 day of December, 2024.

Caution: Read before signing below

[Handwritten signature]

APPROVED AS TO FORM

[Handwritten signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-1739

Adopted Date December 20, 2024

AUTHORIZING RELEASE FOR PROPERTY DAMAGE FROM HOME-OWNERS INSURANCE COMPANY RELATIVE TO DAMAGES OCCURRING ON OCTOBER 23, 2024 TO THE WARREN COUNTY COURT BUILDING AT 880 MEMORIAL DRIVE

WHEREAS, on October 23, 2024, damages occurred to Warren County Court Building at 880 Memorial Drive when a vehicle driven by Mary McCandless drove into the building; and

WHEREAS, the cost to repair damages to the building were \$6,975.00; and

WHEREAS, in order to receive the distribution of \$6,975.00 for damage, Home-Owners Insurance Company requires a signed Release of Property Damage.

NOW THEREFORE BE IT RESOLVED, to authorize the Release of Property Damage by Home-Owners Insurance Company in order to release funds to Warren County in the amount of \$6,975.00 for damages occurring to 880 Memorial Drive; release attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: c/a—Home-Owners Insurance Company
Trevor Hearn, Facilities Management
Michelle Tegtmeier, Facilities Management
T Whitaker, OMB

RELEASE FOR PROPERTY DAMAGE - OHIO

Claim # 300-0710956-2024

In consideration of the sum of Six Thousand Nine Hundred Seventy Five and 00/100 dollars (\$6,975.00), receipt whereof is hereby acknowledged, I do hereby release and forever discharge Mary McCandless & Douglas McCandless and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns from any and all claims and causes of action for property damage, loss or use, depreciation and diminished value sustained or that I may sustain as a result of an accident that occurred on or about the 23rd day of October year 2024 at or near Lebanon, OH

It is expressly agreed this release does not include any claim for bodily injury resulting from the aforesaid accident by the undersigned.

I understand the parties hereby released admit no liability for said accident and that said payment is made to terminate further controversy relative thereto.

Payment will be made within 10 days of the date the fully executed release and/or settlement agreement is received by Home-Owners Insurance Company and no post-settlement interest shall accrue prior to said payment.

Signed and sealed this [Signature] 20th day of December year 2024.

Witnessed

(CAUTION. READ BEFORE SIGNING)

Kristal Powell
Laura Lander

x Kristal Powell (Seal)
x [Signature] (Seal)

REFER TO STATE SPECIFIC LANGUAGE ON PAGE 2 BEFORE SIGNING THIS FORM

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

ALABAMA STATUTES PROVIDE THAT "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof."

ARIZONA STATUTES PROVIDE THAT "For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

ARKANSAS STATUTES PROVIDE THAT "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

COLORADO STATUTES PROVIDE THAT "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

FLORIDA STATUTES PROVIDE THAT "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

IDAHO STATUTES PROVIDE THAT "Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony."

INDIANA STATE STATUTES PROVIDE THAT "A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony."

KENTUCKY STATUTES PROVIDE THAT "Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

MINNESOTA STATUTES PROVIDE THAT "A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime."

OHIO STATUTES PROVIDE THAT "Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

PENNSYLVANIA STATUTES PROVIDE THAT "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties" and "Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000."

TENNESSEE STATUTES PROVIDE THAT "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

VIRGINIA STATUTES PROVIDE THAT "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

Resolution

Number 24-1740

Adopted Date December 20, 2024

ENTERING INTO A CONTRACT WITH INTEGRITY LIFT SOLUTIONS FOR ELEVATOR MAINTENANCE ON BEHALF OF WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, it is the desire of Facilities Management to enter into an elevator service agreement with Integrity Lift Solutions.

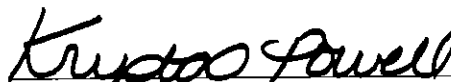
NOW THEREFORE BE IT RESOLVED, to approve and enter into a five-year service agreement with Integrity Lift Solutions for six elevators in various Warren County buildings; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: C/A—Integrity Lift Solutions
Facilities Management (file)



Warren County Commissioners

**Property:
406 Justice Dr
Lebanon OH 45036**

Elevator Preventative Maintenance Proposal



December 13, 2024

Mark Zindel
Warren County Commissioners
406 Justice Drive
Lebanon OH 45036

RE: Integrity Lift Solutions* Maintenance Program

Sir,

We appreciate this opportunity to submit our proposal for the above-referenced project.

Integrity Lift Solutions' (ILS) maintenance program provides a structured program to properly cover all areas of your elevator's operational requirements and is tailored to your facility, equipment and needs. ILS' maintenance program always places your facility's safety, elevator reliability, and risk mitigation in the forefront of every task performed. Additionally, your PEAK Performance Maintenance Program focuses on maximizing the life span of your elevator equipment.

Upon your approval, please sign and return the ILS maintenance agreement to our office for processing. We will provide an executed copy of the agreement will be returned to your office for your records.

Again, thank you for the opportunity to allow ILS to serve you. Should you have any questions, please feel free to contact me at 937-250-7878.

Sincerely,



Kyle Kempton
Integrity Lift Solutions
Director of Operations
1765 Stanley Ave.
Dayton, OH 45404
937-250-7878 office
937-369-5936 cell



Value Provided to Warren County Commissioners

Experience

- Over 40 years' industry work experience including major projects in the Dayton area and running field teams for large competitors including Otis and ThyssenKrupp.
- Technicians are certified through the National Elevator Industry Education Program (NEIEP) and can work on any type or age of elevator.
- We are experienced with all major brands of elevators, old and new.

Cost Savings

- Our repair labor rates appx 20% lower on average than our larger competitors.
- No hidden fees, minimum charges, or out of territory travel fees.
- Being an independent, we are not forced to use one manufacturer. The vendor pools we access give us a wide selection of parts at competitive prices, including all major brands.

Partnership

- We educate you about your elevator/repairs so you have a full understanding of the unit and can make the best financial or efficient decisions.
- Our maintenance contract includes the option for you to cancel the contract in the first year, with no fee, if you're not happy with our service. This is our guaranty to you that we will perform as expected.

Highlighted Customers

Dayton Dragons	Kettering Hospital	Wilson Hospital
Proctor & Gamble	Cargill	WPAFB
Kroger (39 stores)	Morris Furniture	Clark State College & Univ. of Rio Grande
Counties of Clark & Greene	Cities of Greenville, Worthington, Urbana, Chillicothe & Grove City	
Hotels – Holiday Inn, Courtyard Marriott, Fairfield Inn, Best Western, Hampton Inn, & Comfort Inn		

ILS Maintenance Program

EQUIPMENT LOCATION

Warren County Commissioners
 406 Justice Dr
 Lebanon OH 45036

Property/Equipment Description:

Year	Class ID	Type	Monthly Cost
1979	Thyssen Dover- Hydraulic ST # 25552 Warren Co Courthouse	Passenger	\$100.00
1986	Thyssen Dover-Hydraulic ST # 28529 Warren Co Office Bldg	Passenger	\$100.00
1998	Thyssenkrupp Elevator-Hydraulic ST # 40796 Old Courthouse	Passenger	\$100.00
1998	Schindler Elevator- Hydraulic ST # 40864 Corwin House	Passenger	\$100.00
2000	Otis Elevator- Hydraulic ST # 42878 Administration Bldg	Passenger	\$100.00
2000	Otis Elevator -Hydraulic ST # 42879 Warren Co Admin Bldg	Passenger	\$100.00
2000	Montgomery Kone- Hydraulic ST # 43610 Warren Co Courthouse	Passenger	\$100.00
2014	Schindler Elevator-MRL Traction ST # 62041 Warren County Justice Office	Passenger	\$175.00
Total Monthly Billing			\$ 875.00
Total Annual Cost			\$ 10,500.00

Notes

- This contract includes a guarantee that for all five years that if you're not satisfied with our service, you can cancel the service with no fees or penalties.
- Our contract is for 5 years and **does not** automatically roll-over with increased costs.
- Schindler MRL traction unit is on hybrid maintenance. Hybrid maintenance includes call backs, but parts outside of stated [REDACTED] below, are not included/covered. For example, belts. Those are a normal wear and tear item, like vehicle tires and will not be covered for replacement under this agreement.

PREVENTATIVE MAINTENANCE SERVICES

ILS will provide pro-active preventive maintenance for the stated equipment covered by this Agreement to facilitate the following:

1. Consistent safe operation of Equipment
2. ILS will keep tidy the Machine rooms, car tops and pits not including any hazardous materials ie: blood, sharps, feces, animal infestation or water intrusion.
3. ILS will Examine, Adjust, Lubricate, Repair or Replace covered components in a timely manner per availability and normal shipping methods.
4. ILS offers no guarantee or warranty for any associated building components during the term of this agreement. ILS will observe and immediately report any deficiencies to the customer.

ILS will provide Annual State Testing for the equipment covered by this Agreement ("Equipment" or "Units") to facilitate the following:

1. State of Ohio Code compliant Annual Testing of Hydraulic Elevators and Traction on time per existing State Schedule
2. 5 YR Full load testing of Traction elevator on time per existing State schedule
3. All associated documents submitted to State of Ohio
4. Fees not covered by ILS include witness costs licensing or 3rd party, or State incurred beyond routine.
5. It is understood and agreed that the nature of testing applies maximum stresses on the equipment, ILS will not be responsible for damages to the equipment, building or associated components and implies no guarantee of passing inspection or warranty of equipment.

ILS agrees to provide systematic routine elevator maintenance. Services shall include, without limitation, all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Agreement or reasonably inferred whether or not expressly stated herein. ILS will coordinate and follow the directives of Purchaser with respect to scheduling Services and any deliveries made pursuant to this Agreement.

Services shall be performed as follows:

1. In conformance with all provisions of this Agreement.
2. In conformance with all applicable Federal, state and/or local laws, rules, regulations, standards and codes.
3. In conformance with all applicable original equipment manufacturers specifications.
4. In conformance with Purchaser's rules, policies, regulations and/or requirements for work at the Property, as amended from time to time during term of this Agreement.
5. In conformance with Purchaser's requirements for cleanup using containers supplied by ILS.
6. To Purchaser's satisfaction.
7. By qualified, careful and efficient employees in conformity with best industry practices.
8. Diligently and in a first-class, complete and workmanlike manner, free of defect or deficiency.
9. In such manner as to minimize any annoyance, interference or disruption to occupants of Property and their invitees.



AGREEMENT TERM

The term of this Agreement shall be five (5) years from the accepted signed date below or the stated date of ____/____/____

Within the 60 months of contract coverage, ILS gives Warren County Commissioners the right to cancel the agreement at any time, for any reason without penalty. Any outstanding payments for work performed, parts ordered or planned work which has incurred PPE costs, will be paid for or and executed in good faith on both parties prior to separation. Our reasoning is to ensure that we are providing the type of outstanding service that we are advertising and that you deserve. ILS has the same right to cancel the agreement.

ILS shall provide monthly maintenance services to clean, lubricate, maintain, adjust, and conduct the annual safety test for all units. ILS shall provide coverage for the parts, repair, and/or replacement for the components listed below that are worn due to normal use, wear/tear.

- Basic lubrication on slide / rolling surfaces per manufacturer recommendations
- Door gibs

- Guide shoes / rollers
- Door rollers / eccentric / up-thrust per original installation
- Signal lamps
- Alarm bells
- Minor contacts handling voltages and amperage at or below 120V/10A

ILS' HOURS AND MANNER OF WORK

Unless specifically stated to the contrary in this Agreement, Services shall be performed between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday, local Property time. Callback shall be defined as any request for service or assistance by Purchaser when any unit is not available for beneficial usage due to equipment shutdown or malfunction. During the hours identified herein, ILS shall make every reasonable, legal effort to arrive at Property in response to passenger entrapment calls within the least amount of time, from time of notification by Purchaser.

AGREEMENT AMOUNT AND ANNUAL LABOR/MATERIAL ADJUSTMENT

During term of this Agreement, Purchaser shall pay ILS on or before last day of each and every month the sum of **\$875.00 (or \$10,500.00 annually)**, for faithful performance of Services completed for prior month subject to the following

- The method of payment will be by check or electronic transfer.
- The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, Purchaser shall pay to us any future applicable tax imposed on ILS, ILS' suppliers or Purchaser in connection with the performance of the work described.
- Purchaser agrees to pay a late charge from the date such sums become due of three percent (3%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than forty-five (45) days. ILS elevator reserves the right after forty-five (45) of non-payment to suspend all service until all amounts due have been paid in full. If ILS suspends service due to non-payment, ILS will not be responsible for personal injury, death, damage to property(including equipment in this contract) or losses of any other type that is related to ILS suspension of service. Failure to pay any sum due by you within sixty (60) days will be a material breach.

If straight time work is required, outside scope of Services, hourly rates below apply. If overtime work is required, within the scope of Services, Purchaser will pay only difference between straight time and overtime labor at hourly rates indicated below. If overtime work is required outside scope of Services, straight time rate plus applicable overtime premium will be basis for hourly charges.



Billing Rates	Straight Time	Overtime
Mechanic	\$241.00	\$373.00
Crew	\$482.00	\$747.00

INSURANCE

Prior to commencing work, ILS shall secure required insurance, at its sole cost. Nothing in this Agreement shall be construed to mean that ILS assumes any liability on account of accidents to persons, or property, except those directly, or indirectly, due to negligent acts or omissions of ILS, its employees, subcontractors, servants or agents. ILS shall not be held responsible or liable for any loss or damage due to any cause beyond its control, including, but not limited to, acts of government, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or act of God, with the exception of explosion caused by action or inaction of ILS, its employees, subcontractors, servants or agents which shall be the responsibility of the ILS. Dates for performance or completion of any ongoing maintenance or corrective action required shall be extended by such length of time as may be reasonably necessary to compensate for unavoidable delay.

“Force Majeure” under this Agreement shall mean in relation to either party any circumstances beyond the reasonable control of that party.

1. If either party is affected by Force Majeure it shall promptly notify the other of the nature and extent of the circumstances in question.
2. Notwithstanding any provision of this Agreement neither party shall be deemed to be in breach of this Agreement or otherwise be liable to the other for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of the obligation shall be amended accordingly.
3. If at any time the ILS claims Force Majeure in respect of the obligations under this Agreement with regard to the supply of the Services, the Purchaser shall be entitled to obtain from any other person such Services that ILS is unable to provide.

PURCHASER RESPONSIBILITIES

1. Provide clear, safe, and convenient access to Property and equipment rooms.
2. Maintain car lighting, telephone lines to controller terminal(s), equipment room electrical switch gear, and electrical feeders to unit controllers.
3. Maintain equipment room heating and air conditioning systems.
4. Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoistways, etc.
5. Maintain the current emergency dispatch contact service provider for the emergency phone and any monitor services
6. Prevent storage of Property equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.
7. Maintain applicable standby power generator systems and related switch gear and feeders.
8. Maintain equipment rooms, hoistways, wellways, and pits in code compliant dry condition.
9. Coordinate with ILS in regard to equipment retrofits such as security systems, new car interior finishes, car interior monitoring, car interior TV systems, etc.
10. During Property construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.
11. Purchaser agrees to furnish to the ILS a complete set of wiring diagrams for each elevator.

EXTENT OF LAW

This Agreement shall be interpreted in accordance with the laws of the State of Ohio. The parties to this Contract acknowledge and agree that any disputes or disagreements arising out of this Contract, or in any way related to it, shall be maintained in the Court of Common Pleas, Warren County, Ohio as the exclusive jurisdiction (unless both parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state or federal court. No party to this Contract shall contest service, personal



jurisdiction or venue before the said Court in regard to the enforcement of any matter related to this Contract. The parties to this Contract expressly waive their right to a trial by jury in any lawsuit or proceeding relating to this Contract.

TIME

Time shall be of the essence in the performance of the terms of this Agreement.

ACCEPTANCE

This proposal, when accepted by Purchaser below and approved by ILS' authorized representative, will constitute the entire and exclusive contract between Purchaser and ILS for the services to be provide and Purchaser's authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by Purchaser in connection with the services to be provided will be deemed to be issued for Purchaser's administrative or billing identification purpose only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. ILS does not give up rights under any existing contract until this Agreement is fully executed. This Agreement may not be changed, modified, revised, or amended unless in writing and signed by both parties. Further, any manual changes to this form will not be effective unless initialed in the margin by both parties

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the signed date and agree to all the terms herein.

Kyle Kempton
INTEGRITY LIFT SOLUTIONS

Tom Grossmann
WARREN COUNTY COMMISSIONERS

BY: KYLE KEMPTON

BY: Tom Grossmann

TITLE: DIRECTOR OF OPERATIONS

TITLE: Vice - President

DATE: 12/20/2024

DATE: 12/20/24

Resolution

Number 24-1741

Adopted Date December 20, 2024

ENTERING INTO A SUBRECIPIENT AGREEMENT WITH UNITED WAY WARREN COUNTY RELATIVE TO THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT RESOLVED, to enter into a Subrecipient Agreement with United Way Warren County relative to the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: c/a—United Way Warren County
OGA (File)
United Way

**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS SUBRECIPIENT GRANT AGREEMENT BETWEEN THE
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS AND UNITED WAY
WARREN COUNTY**

THIS SUBRECIPIENT GRANT AGREEMENT is made as of the date of the last signature below by and between the Board of County Commissioners of Warren County, Ohio (the “County”), with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and United Way Warren County (the “Grantee”), an Ohio corporation for non-profit, with its principal place of business located at 1160 E. Main Street, Unit 3, Lebanon, Ohio 45036.

RECITALS:

WHEREAS, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “ARPA SLFRF”); and

WHEREAS, ARPA SLFRF funds received by the County may be used to respond to the public health emergency or its negative economic impacts, including assistance to households with food insecurity; and

WHEREAS, the County seeks to make expenditures to respond directly to the COVID-19 public health emergency, including addressing the above stated harm or impact by providing assistance to households and individuals dealing with food insecurity, pursuant to Section 31 CFR Part 35.6(b)(3)(ii)(A)(1) [hereinafter the “Final Rule”].

WHEREAS, County has identified Grantee as a subrecipient that can provide financial assistance to a variety of food banks throughout Warren County.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, the County and Grantee [collectively referred to as “the parties”] agree as follows:

SECTION 1 PURPOSE.

The parties hereby agree that the U.S. Department of Treasury's Final Rule [31 CFR Part 35] effective April 1, 2022 [hereinafter "Final Rule"] identifies eligible uses of ARPA funds for responding to the negative economic impacts of the public health emergency including assistance to households and individuals, including assistance for food per 31 CFR Part 35.6(b)(3)(ii)(A)(1).

The parties hereby agree that the Grantee's program of funding 5 food banks, including: Franklin Area Community Services; Kings Local District Area Community Services; Little Miami Food Pantry; Wayne Township Community Aid; and, Lebanon Food Pantry, all located throughout Warren County, Ohio will result in assistance being provided to households all throughout warren county that need assistance with obtaining food.

The County agrees to pay the Grantee an amount of forty-four thousand dollars [\$44,000.00] for the purpose of funding the five above-described food banks of Warren County, Ohio. Under no circumstances shall any funds be used for any purpose not defined as an eligible use under this agreement or the Final Rule.

Section 1.2 ADDITIONAL PROHIBITED USES: Per the terms of the Final Rule, Grantee is specifically prohibited from using the awarded funds as follows: to deposit into a pension fund; to offset a reduction in net tax revenue caused by a change in law, regulation, or administration interpretation; for non-Federal match where prohibited; to directly service debt; satisfy a judgment or settlement; nor to contribute to a rainy day fund, investment fund, or reserve fund; nor shall the grant be used for any project that conflicts with or contravenes the purposes of ARPA SLFRF.

SECTION 2 TERMINATION; RECOUPMENT.

Upon the breach of any term of this agreement by the Grantee, or upon mismanagement of the grant funds or any misfeasance or malfeasance by the Grantee, either which shall be determined in the County's sole discretion, the County has the right to terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the Grantee from the County that has not been expended; temporarily withhold cash payments pending correction of deficiency by the Grantee; or take all other actions available under Ohio law. This agreement shall terminate upon the completion of the program. The Grantee shall expend all subaward funds by December 31, 2026, and all grant funds that have not been expended by the Grantee by that date shall be

repaid by the Grantee to the County immediately.

SECTION 3 DISSOLUTION.

If for any reason, the Grantee is ever dissolved, the County has the absolute right to receive repayment by the Grantee of all grant monies disbursed to it by the County remaining in the Grantee's possession or control, including, but not limited to, the grant monies disbursed under this agreement.

SECTION 4 NON-DISCRIMINATION.

The Grantee, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this agreement by reason of race, color, sex, age, religion, national origin (including limited English proficiency), ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, in accordance with the following authorities:

Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

SECTION 5 WORKERS' COMPENSATION.

The Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.

The Grantee must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this agreement. Grantee certifies that it has reviewed the statutory terms of ARPA SLFRF and the Final Rule and warrants that the expenditures made in relation to this agreement comply with

the rules and guidance of the United States Department of Treasury. The Chief Executive and Fiscal Officer of the Grantee indicate that they have provided sufficient documentation to demonstrate that the expenditures comply, and any findings of recovery by the Department of Treasury, the Ohio Auditor of State or any other auditing agency authorized under ARPA will be held against the Grantee officials and not Warren County.

SECTION 7 REPORTS AND RECORDS.

This is a subaward of ARPA SLFRF funds, any and all compliance and reporting requirements for expenditures under the Final Rule and the U.S. Department of Treasury Compliance and Reporting Guidance must apply to Grantee's expenditures of this subaward. The County must monitor the Grantee to ensure compliance with this subaward of ARPA SLFRF funds. The Grantee agrees to maintain and provide to the County upon demand and in accordance with Attachment A, the following reports and records:

- Accounting and fiscal records adequate to allow the County, Federal Government, and/or State of Ohio to audit and verify that the funds provided under this agreement are used for the purpose(s) stated in this agreement.
- **Project and Expenditure Report** to enable the County to comply with local, state, and federal statutes and regulations, as described in Attachment A.
- The Grantee shall maintain all financial records and supporting documents related to the grant award until December 31, 2031. This includes those records which demonstrate the award funds were used for eligible purposes in accordance with this agreement, ARPA SLFRF, and the Final Rule, and the Treasury's other guidance on eligible uses of the funds. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the Grantee shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.
- Performance reports which include information regarding actual accomplishments established during the grant period and other pertinent information.

The County shall have the right of access to any pertinent book, document, paper or other records of the Grantee which are pertinent to grant in order to make audits or examinations.

SECTION 8 FEDERAL, STATE AND LOCAL LAWS.

The Grantee agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this agreement. Additionally, Grantee agrees that it will spend all grant funds received under this agreement in accordance with the Final Rule. Grantee agrees to follow the Federal Procurement Guidelines where applicable and as set forth in Attachment B, which are agreed upon and incorporated as if fully re-written herein.

Section 8.2 Audit.

Grantee acknowledges as a subrecipient of ARPA SLFRF funds it may be subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F requiring audit requirements if it expends more than \$750,000.00 of sub-awarded funds. It shall be the Grantee's sole responsibility to comply with audit requirements, if applicable. The records of Grantee shall be available for review or audit by appropriate officials of the Federal agency, the County, and the Government Accountability Office.

SECTION 9 RELATIONSHIP OF THE PARTIES.

Nothing contained in this agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain a SUB-RECIPIENT with respect to its performance under this agreement.

SECTION 10 SUCCESSORS AND ASSIGNMENT.

The County and the Grantee each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this agreement. Neither the County nor the Grantee shall assign or transfer its rights, interests, duties, or obligations under this agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 11 NOTICES.

Any notice required or permitted under this agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of

the party being served.

SECTION 12 LAW OF OHIO.

This agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this agreement shall be brought solely and exclusively in the Warren County, Ohio Court of Common Pleas.

SECTION 13 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This agreement shall not be modified except in writing signed by both parties. In the event any provision of this agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the agreement which shall be severable.

SECTION 14 PUBLIC RECOGNITION AND COUNTY SUPPORT.


The Grantee shall recognize the County on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the County shall be included on any and all mailing distributions.

(End of text. Execution on the following page.)

The parties hereunto have caused this agreement to be executed on the date of the last signature below.

United Way Warren County

(GRANTEE/Subrecipient),


By: _____

Printed Name Jane B. Conn

Title: Executive Director

Date: 12-10-24

**Warren County
Board of Commissioners,**


By: _____

Printed Name: Tom Grossmann

Title: President

Date: 12.20.24

Resolution No. 24-1741

Approved as to Form,


Adam M. Nice, Assistant Prosecutor

ATTACHMENT B
Uniform Guidance Procurement Policy
American Rescue Plan Act Funds

I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

II. Policy

A. Application of Policy. This policy applies to contracts for purchases, services, and construction or repair work funded with ARPA funds.

The requirements of this Policy also apply to any subrecipient of the funds.

All ARPA-funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance or “UG”) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

B. Compliance with Federal Law. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. All applicable local, state, and federal procurement requirements will be followed when expending federal funds. Should the state of Ohio have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Contract Award. All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract in compliance with state and federal law.

D. No Evasion. No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

E. Contract Requirements. All contracts paid for in whole or in part with ARPA funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R. Part 200, Appendix II. (See Article VII).

F. Approval and Modification. The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

- G. Settlement of Issues Arising Out of Purchase.** United Way Warren County is responsible for the settlement of all contractual and administrative issues arising out of procurements and shall use good administrative practices and sound business judgment.

III. General Procurement Standards and Procedures

- A. Necessity – Avoid Duplicative Items.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items.
- B. Use of Federal Excess and Surplus Property.** Best practice is to consider use of federal excess and surplus property prior to buying new items when feasible and less expensive.
- C. Use of Intergovernmental Agreements and Cooperative Purchasing.** Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- D. Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- E. Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- F. Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- G. Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a “Not to Exceed” amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- H. Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.

- I. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- J. Minority Businesses, Women's Business.** Steps to be taken to comply with federal requirements to ensure that minority and women owned businesses and enterprises (M/WBE) are used when possible, include, but are not limited to:
- a. Placing qualified M/WBE on solicitation lists;
 - b. Assuring M/WBE are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses and M/WBE;
 - d. Establishing delivery schedules, when feasible, to encourage M/WBE participation;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- K. Documentation.** Documentation detailing history of procurement must be maintained, including the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract.
- L. Cost and Price Analysis.** A cost or price analysis is required all procurements exceeding \$250,000. A cost analysis requires evaluating the separate cost elements, including profit, and a price analysis requires evaluation of total price. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

Profit is to be negotiated as a separate element in the cost analysis. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work

- M. Contract Requirements.** All contracts must be written and incorporating the provisions referenced in Section II.E of this Policy.
- N. Contractor Oversight.** Oversight of the contractor is required to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- O. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing

for “or equal” products, or other unnecessary requirements that have the effect of restricting competition.

P. Geographic Preference. No contract shall be awarded on the basis of a geographic preference unless permitted by the UG.

Q. Property. 2 C.F.R. 200.311-316 will be followed for the acquisition and disposition of real property and equipment purchased with ARPA funds.

R. Domestic Preference. Will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

IV. Specific Procurement Procedures: Purchase Contracts and Service Contracts (except for Architect/Engineer professional Services)

A. Micro-purchase: Less than \$10,000 (or up to \$50,000 if United Way Warren County self-certified a higher threshold pursuant to pursuant 2 C.F.R. 320(a)(1)(iv) with the exception of maintenance or road repair contracts, which have a threshold of \$45,000) shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)(1)) or comparable Ohio law, whichever is more restrictive:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. Small Purchases: \$10,000 (unless self-certified to higher micro purchase threshold but less than \$250,000; shall be procured using the UG “small purchase” procedure (2 C.F.R. § 200.320(a)(2)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources;
2. Cost or price analysis is not required;
3. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible);
4. Award the contract to the lowest responsive qualified source.

C. Large Contracts – Sealed Bid: exceeds \$250,000 shall be procured using a “sealed bid” procedure or competitive proposal method. Sealed bid (2 C.F.R. § 200.320(b)(1)) will be used for publicly solicited for a firm fixed-price contract; preferred method for procuring construction.

Conditions for Sealed Bid:

1. Cost or price analysis conducted prior to bidding;
2. A complete, adequate, and realistic specification or purchase description is available;
3. Two or more responsible bidders are willing and able to compete effectively for the business; and
4. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

Procedures:

1. Complete specifications must be made available to all bidders.
2. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids.
 - a. The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
3. All bids will be opened at the time and place prescribed in the invitation for bids, and must be opened publicly;
4. Awarded in writing to lowest responsive and responsible bidder.
 - a. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
5. Any or all bids may be rejected if there is a sound documented reason.

D. Large Contracts – Competitive Proposal: exceeds \$250,000 “competitive proposal” procedure (2 C.F.R. § 200.320(b)(2)) will be used for a fixed-price or cost-reimbursement type contract is awarded. Generally used when conditions for sealed bid are not appropriate.

1. Request for proposal (RFP) will be publicized;
2. RFP will identify all evaluation factors and their relative importance;
3. RFP will be solicited from an adequate number of qualified offerors;
4. Any response to RFP will be considered to the maximum extent practical;
5. Will evaluate RFPs based upon written method for conducting technical evaluations of RFP’s received; and
6. Contract will be awarded to most responsible bidder whose RFP is most advantageous, which price and other factors identified in RFP.

V. Specific Procurement Procedures: Contracts for Architectural and Engineering Services

A. Micro-threshold: Contracts less \$50,000 may be selected through the “direct selection” process available in R.C. 153.71:

1. Select a most qualified single design professional or firm from those who have submitted statement of qualifications in the preceding year; and
2. Negotiate contract to include fair and reasonable fee agreement.

B. Small Contracts: Contracts more than \$50,000 and less than \$250,000 shall follow Ohio’s Qualifications-Based Selection (QBS) policy, as set forth in R.C. 153.65-153.73:

1. Publicize Requests for Qualifications (RFQ) which is to include:
 - a. Description of project sufficiently detailed to allow for adequate RFQ;
 - b. Project budget and anticipated funding;
 - c. Anticipated project schedule;
 - d. Specific services to be provided by the architect or engineer;
 - e. Deadline; and
 - f. Cannot require RFQ to include fee or estimate.

2. Evaluate the statements of qualifications submitted by interested engineers and architects and – using a specific set of scoring criteria – rank them in order of their qualifications for the project at hand; and
3. Negotiate a contract, including scope of services and fee, with the most highly ranked professional:
 - a. If unable to negotiate a contract with the most highly ranked, notify said firm in writing of termination and begin negotiations with the next most highly ranked.

C. Large contracts: Contracts more than \$250,000 shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(b)(2)(iv)) as follows:

1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms;
 - a. Price (other than unit cost) shall not be solicited in the RFQ.
 - b. Geographical location may be selection criteria (2 C.F.R. 200.319(c)).
2. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ;
3. Proposals must be solicited from an “adequate number of qualified sources”;
4. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm;
5. Consider all responses to the publicized RFQ to the maximum extent practical;
6. Evaluate qualifications of respondents and select the most qualified firm;
7. Once a firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, repeat negotiations with the second-best qualified firm;
8. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

Limitations:

1. Competitive proposal method for selecting A/E services can only be used for architectural and engineering professional services
2. Cannot be used for other services even if those services can be performed by architectural and engineering firms (such as general consulting services)

VI. Noncompetitive Proposals

Procurement by noncompetitive proposals for purchases over the micro-purchase threshold are permitted only when one or more of the following apply:

- A. Sole Source.** Item is available from only one source. The justification for and lack of available competition for the item shall be documented.
- B. Emergency.** Sole source procurement permitted when there is a public emergency, which exists when the time required to act in accordance with regular procurement procedures would endanger life or property.

- C. Inadequate Competition.** When competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

VII. Conflicts of Interest

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with ARPA funds. This policy also applies to any subrecipient of the funds.

The employee or body responsible for managing the ARPA funds shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

A. Agency Conflicts of Interest. In addition to the prohibition against self-benefiting from a public contract under R.C. 2921.42 and 2921.43, no officer, employee, or agent of the United Way Warren County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

B. Agency Gifts. In addition to the prohibition against accepting gifts and favors from vendors and contractors prohibited by Ohio Ethics Law, officers, employees, and agents of United Way Warren County are prohibited from accepting or soliciting gifts,

gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value, valued at less than \$25, which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

- C. Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- D. Violations.** Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

VIII. Contract Requirements Pursuant to Part 200, Appx II

- A. Remedy provisions** – *applies to all contracts exceeding \$250,000.* Contract must address administrative, legal, and legal remedies in the event a contractor breaches the terms of the contract.
- B. Termination Clause** – *applies to all contracts exceeding \$10,000.* Contract must contain termination clause, including the manner in which it will be effected.
- C. Equal Employment Opportunity** – *applies to all construction contracts.* Contractor must agree to comply with all provisions set forth in 41 C.F.R. Part 60-1.4(b), including, but not limited to:

Prohibiting discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

- D. Contract Work Hours and Safety Standards Act** - *applies to contracts in excess of \$100,000 that involve the employment of mechanics or laborers.* Contractor must comply with the Act (40 USC 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR Part 5). The Act requires, in part:
1. Computation of the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

2. Work in excess of the 40-hour work week for compensation at rate of not less than one and a half times the basic rate.
3. Prohibition of work in conditions which are unsanitary, hazardous or dangerous.

Note: Act not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- E. Rights to Inventions Made Under a Contract or Agreement** - *applies to contracts with small businesses or nonprofits for the performance of experimental, developmental or research work.* Contract must incorporate patent rights clause at 37 CFR 401.14 by reference.
- F. Clean Air Act and the Federal Water Pollution Control Act** - *applies to contracts exceeding \$150,000.* Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Debarment** – *applies to all contracts.* No contract shall be awarded to a contractor included on the Ohio or Federal debarred bidder's list.
- H. Byrd Anti-Lobbying Amendment** - *applies to contracts exceeding \$100,000.* Contractors must file the required certification:
1. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.
 2. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 3. In this context, "tier" references the awarding agency, as well as contractors and any subcontractors.
- I. Recovered Materials** – *applies to purchases of items which cost \$10,000 or more during the course of a fiscal year.* Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, specifically the guidelines set forth in 40 CFR part 247.¹
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

¹ See <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Domestic Preference – *applies to all contracts.* As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services – *applies to all contracts.* Consistent with Public Law 115-232, Section 889, Contractors are prohibited from obligating or expending funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Covered Telecommunications Equipment and Service Under this Provision:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by:
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
 - a. Hytera Communications Corporation;
 - b. Hangzhou Hikvision Digital Technology Company; or
 - c. Dahua Technology Company (or any subsidiary or affiliate of such entities).
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense . . . reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Resolution

Number 24-1742

Adopted Date December 20, 2024

ENTERING INTO AN EMERGENCY RENTAL ASSISTANCE AGREEMENT WITH
WARREN COUNTY COMMUNITY SERVICES, INC. ON BEHALF OF WARREN
COUNTY HUMAN SERVICES

BE IT RESOLVED, to enter into an Emergency Rental Assistance Agreement with Warren County Community Services, Inc. on behalf of Warren County Human Services, for a total amount of \$1,675,000 beginning December 20, 2024 and terminating on January 28, 2026; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Warren County Community Services
Human Services (file)

Emergency Rental Assistance Part 2 Agreement between Warren County Department of Job and Family Services and Warren County Community Services, Inc.

This Subgrant Agreement is effective the date last signed below and entered between the Warren County Board of Commissioners on behalf of the Warren County Department of Job and Family Services [hereinafter "Grantor"] whose business address is 416 S. East Street, Lebanon, Ohio 45036, and Warren County Community Services, Inc. [hereinafter "Subgrantee"] whose business address is 645 Oak Street, Lebanon, Ohio 45036, for the provision of emergency rental assistance for eligible households located within Warren County, Ohio.

WHEREAS, on March 11, 2021, the U.S. Department of Treasury established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. 117-2, the second round of Emergency Assistance Program funding [hereinafter "ERA2"], to provide financial assistance and housing stability services to eligible households, and;

WHEREAS, Grantor is the recipient of ERA2 funds and desires to award a large portion of these funds to Subgrantee to operate an ERA2 financial assistance program for the eligible households of Warren County, Ohio, and;

WHEREAS, Subgrantee is experienced and equipped to develop, operate, and monitor a lawful ERA2 financial assistance program for the eligible households of Warren County, Ohio, and;

NOW, THEREFORE, the parties agree as follows.

Section 1. RESPONSIBILITIES OF GRANTOR

1.1. Grantor will provide funding in an amount not to exceed one million six hundred and seventy-five thousand dollars [\$1,675,000.00] to Subgrantee for the operation of an ERA2 financial assistance program.

1.2. Grantor will monitor Subgrantee to ensure the subgrant is used in accordance with all applicable conditions, requirements and restrictions as set forth by the U.S. Department of Treasury and the terms of this agreement.

1.3. Grantor will require Subgrantee to follow all applicable reporting requirements, the reporting process, reporting periods, submission deadlines, as required by the most current published version of the U.S. Department of Treasury's Emergency Rental Assistant Program [ERA2] Reporting Guidance.

1.4. Grantor will provide Subgrantee any updates, changes, or additional information it receives concerning the terms and conditions of the ERA2 grant award.

1.5. Grantor will provide access to Subgrantee to use its Neighborly Software for the submission, review, approval or denial of all rental assistance applications, and all reporting functions. There will be no cost to Subgrantee to use this software, however, use of the software is mandatory as further described in this agreement.

1.6. Grantor will refer landlords and households that may be eligible, and any other government or private entity that may have contact with eligible households to Subgrantee for the application of ERA2 assistance.

1.7. Grantor will provide technical assistance as requested to assist Subgrantee in fulfilling its obligation under this agreement.

1.8. Grantor will take any action necessary to recover funds that are not used in accordance with the terms of this agreement, or the requirements and restrictions set forth by the U.S. Department of Treasury, statutes, regulations, and reporting requirements related to ERA2.

Section 2. RESPONSIBILITES OF SUBGRANTEE

2.1. Subgrantee will ensure the ERA2 funds are used in strict compliance with the terms of this agreement, the requirements and restrictions set forth by the U.S. Department of Treasury, statutes, regulations, and reporting requirements related to ERA2.

2.2. Subgrantee will maintain independent records, payroll, documents, accounting procedures and practices which shall properly reflect all direct and indirect costs associated with the performance of this agreement.

2.3. Subgrantee will comply with the reporting requirements set forth in this agreement and in accordance with the most current published version of the Emergency Rental Assistance Program [ERA2] Reporting Guidance. Further, Subgrantee acknowledges that during the term of this agreement the U.S. Department of Treasury may amend its reporting guidance from time to time and Subgrantee is responsible for understanding and operating under the most current version of U.S. Department of Treasury's [hereinafter the "Treasury"] Emergency Rental Assistance Program [ERA2] Reporting Guidance.

2.4. Subgrantee will cooperate with any state or federal audit requests, and make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation. Subgrantee shall reply to and/or comply with any state or federal audit exceptions related to the provisions of this agreement in which it may be shown that Subgrantee was negligent.

2.5. Subgrantee will promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.

2.6. Subgrantee will take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.

2.7. Subgrantee will promptly reimburse Grantor for any funds Grantor determines in its sole discretion are recoverable by Grantor for failure to use said funds in accordance with the terms of this agreement, or the requirements and restrictions set forth by the Treasury's regulations related to ERA2.

2.8. Subgrantee shall make every effort to provide ERA2 program documentation and information in multiple languages, and provide meaningful access to applicant with limited-English-proficiency, and meaningful access to those with disabilities.

Section 3. TERM AND TERMINATION

3.1. Grantor and Subgrantee [collectively referred to as "the Parties"] hereby agree that this agreement shall be effective the date last signed below, and shall remain in effect until the final required reporting is completed after the Closeout Date of the grant, unless otherwise suspended or terminated at an earlier date.

3.1.1. Grantor is prohibited under the ERA 2 statute from obligating any funds to Subgrantee after September 30, 2025.

3.1.2. Subgrantee shall ensure that all obligations, or approved applications for rental assistance, are liquidated no later than January 28, 2026, or 120 days after September 30, 2025.

3.1.3. The "Closeout Date" of the ERA2 grant is 120 days after September 30, 2025.

3.2. Notwithstanding the above, the Parties may terminate this agreement for convenience at any earlier date by providing 30 days advanced written notice to the other party. Upon termination, Grantor will be responsible to pay the allowable administrative costs of Subgrantee prior to termination date. Subgrantee shall award financial assistance to any approved applicants approve prior to termination date.

3.3. This agreement shall terminate if there is a failure to appropriate ERA 2 funding by either the federal, state, or local government, and in such instance Grantor shall have no financial obligations to Subgrantee under this agreement.

3.3.1. In the event that the actual allocation made available to the Grantor are less than the total amount of the subaward the parties agree to revise the budget by executing a written amendment.

Section 4. GRANT DISBURSEMENT AND INVOICING

4.1. Grantor will disburse \$90,000.00 of the ERA2 subgrant award to Subgrantee within 30 days of the effective date of this agreement. This initial disbursement is provided so that Subgrantee may cover initial costs associated with the commencement of the ERA 2 program, subject to all limitations of the ERA 2 statutes and regulations.

4.2. Subgrantee shall endeavor to review rental assistance applications within one week of receipt. Rental assistance applications shall be approved or denied no longer than 30 days from receipt.

4.3. Subgrantee will submit itemized invoices monthly to the Grantor, following the rendering of services pursuant to this agreement. Subgrantee agrees to include the following required items with the monthly invoice: (1) Name of each individual served, (2) Description of services provided in the prior month, (3) Actual cost of services provided (with backup documentation to be maintained at the Subgrantee's Office), (4) Name of payee on checks, and (5) detailed line items for detailed costs related to the invoiced period. In any event, administrative costs shall not exceed 15% of the actual invoiced amount for each invoice period, and shall be limited to administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities, including for data collection and reporting requirements related to this ERA 2 subgrant.

4.4. Grantor will pay the above-described invoice within 30 days of receipt.

4.5. All ERA 2 funds shall be liquidated the Closeout Date, therefore, Subgrantee shall submit its Final Invoice to Grantor by December 15, 2025.

4.4.1. The final invoice shall be marked Final Invoice and shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the referenced Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

4.6. Notwithstanding any of the terms above, if the actual allocations made available to Grantor are less than the total amount of this subgrant award, the Parties agree to revise the budget by way of written executed amendment.

Section 5. SUBGRANT ELIGIBILITY REQUIREMENTS

5.1. An "eligible household" for ERA2 assistance is defined as a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and is determined that:

- A.) 1 or more individuals within the household has: 1.) qualified for unemployment benefits; or, 2.) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic; or,
- B.) 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; or
- C.) the household is a low-income family as defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)).

5.2. Subgrantee will only use the funds disbursed under this award for the purpose set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, and any guidance issued by the Department of U.S. Treasury regarding the ERA2 program [hereinafter the "Guidance"] to provide assistance to eligible households.

5.2. Applicants for rental assistance will be permitted to apply directly to Subgrantee to receive financial assistance. Subgrantee shall make payments directly to a landlord or utility.

5.3. Documentation to establish eligibility for ERA2 assistance shall be permitted to be provided by photocopy, digital photograph of documents, emails, or attestations from employers, landlords, caseworkers, or other with knowledge of the household's circumstances.

5.3.1. When reviewing a household's eligibility under the above section 5.1(A), the Subgrantee may rely upon self-attestation, self-certification, or other relevant documentation regarding qualification for unemployment benefits.

5.3.2. When reviewing a household's eligibility under the above section 5.1(B), the Subgrantee may rely upon a past due utility or rent notice or eviction notice, unsafe unhealthy living conditions, or any other evidence of risk, as determined by the Subgrantee.

5.3.3. When reviewing a household's eligibility under the above section 5.1(C), the Subgrantee may rely upon prior qualifications from ERA1, written attestation, or documentation such as paystubs, w-2s, wage statements, tax filings, bank statements, or attestation from an employer, caseworker, or other professional with knowledge of the household's circumstances. Further, self-attestation alone will be permitted if the applicant confirms that they are unable to provide documentation of income, in this instance the Subgrantee shall re-assess the household's income every three months. If an applicant's household income has been verified to be at or below 80% of the area median income or the household has been verified as low-income as defined by 42 U.S.C. 1437a(b) in connection with another local, state, or federal assistance program, the Subgrantee is permitted to rely on a determination letter from the government agency that previously verified the household income, if the determination was made on or after January 1, 2020. Finally, Subgrantee may rely on a written attestation from the applicant as to household income if the Subgrantee also uses any reasonable fact-specific proxy for household income, such as reliance on data regarding average incomes in the household's geographic area.

5.4. Subgrantee shall prioritize assistance for households with incomes less than 50% of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application.

Section 6. SUBGRANT ELIGIBLE USES

6.1. ERA2 funds may be used for rent and rental arrears. Subgrantee must verify the lease and rent amount, as follows: 1.) obtain a current lease signed by the applicant and landlord, or sublessor that accurately identifies the household's location and establishes the rent amount; 2.) a document evidencing the paying of utilities for the residential unit; 3.) attestation by landlord; 4.) bank statements, check stubs, or other documentation that evidences pattern of paying rent; 5.) written attestation when the applicant is unable to provide adequate documentation;

6.1.1. When the application contains self-attestation of rent and lease alone, the Subgrantee may support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD. In this instance, the applicant must attest that the applicant has not received another source of private or public rent subsidy. Under a self-attestation application described in this paragraph, ERA2 assistance must only be provided for 3 months at a time, at the conclusion of

which the Subgrantee must then obtain evidence of rent owed consistent with the application after 3 months.

6.1.2. When providing assistance for rental arrears the arrears must not have accrued before March 13, 2020.

6.1.3. An applicant must not receive more than 18 months of ERA2 rent assistance when combined with ERA1, and this includes payment of arrearage.

6.1.4. An applicant subject to a "rent-to-own" agreement with a landlord is eligible, provided that a member of the household is not: a signor or co-signor to the mortgage on the property; does not hold the deed or title to the property; and, has not exercised the option to purchase.

6.1.5. Rental payment for manufactured homes or the parcel of land the manufactured home occupies are eligible for ERA2 assistance.

6.2. ERA2 funds may be used for utilities and home energy costs, and their arrears. This may include electricity, gas, water and sewer, trash removal, and fuel oil, which are separately stated from rent. The payment of utilities or energy costs shall be evidenced by a bill, invoice, or proof of payment. Utilities and home energy costs that are covered by the landlord should be treated as rent. Subgrantee may provide ERA2 assistance for either rent, utilities, or both.

6.3. ERA2 funds may be used for other expenses related to housing including: rental security deposits, rental fees, application/screening fees, and late fees. All such payments must be supported by documentary evidence such as a bill, invoice, or other evidence of payment. ERA2 funds may be used to cover the cost of a hotel or motel room occupied by an eligible household provided that: the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere; the total months of assistance do not exceed the time limit described in section 6.1.3. of this agreement; and, the applicant provides documentation of the hotel or motel stay. No incidental charges shall be allowed.

6.4. In instances in which the Subgrantee provides ERA2 funds to the landlord, the Subgrantee shall prohibit the landlord from evicting the tenant for nonpayment of rent with respect to the period of rent covered by ERA2 assistance.

6.5. ERA2 funds may not be used to provide assistance to homeowners to cover mortgage payments or utility or energy costs. This subaward is limited to providing for rent, utilities, and related expenses on residential dwellings that are rented as described above.

Section 7. REPORTING REQUIREMENTS

7.1. Subgrantee will follow the subrecipient monitoring and management requirements set forth in 2 CFR 200.331-333, these requirements are contained in Attachment A and incorporated as if fully re-written herein. However, as the Treasury updates the requirements from time to time, the parties agree that the most recent version shall be applicable and both parties are responsible for following the most recent version.

7.2. Subgrantee will maintain all records relevant to the administration of the ERA2 Program for a period of five (5) years after all funds have been expended or returned to the Treasury. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of five-year period, WCCS will retain the records until completion of the action and all issues which arise from it or until the end of the five-year period, whichever is later.

Section 8. MISCELLANEOUS TERMS AND CONDITIONS

8.1. Procurement. The Subgrantee shall comply with the procurement standards in 2 CFR 200.317-327 for any contracts for the purchase of goods or services related to this subaward.

8.2. Employment Mandate Prohibited. Subgrantee shall not mandate employment or participation in employment services as an ERA2 eligibility requirement.

8.3. Subgrantee shall comply with Grantor's fraud prevention policy which may be provided upon request.

8.4. Any applicable written privacy and security requirement shall comply with Sec. 501(g)(4) of Division N of the Consolidated Appropriations Act, 2021.

8.5. Notices. Notices to Grantor from Subgrantee that concern this award, to include, but not necessarily be limited to, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent in writing to the Director of Grantor or Designee at 416 S. East Street, Lebanon, Ohio 45036. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent in writing to Dawna Fogarty, Executive Director, Warren County Community Services, Inc., 645 Oak St, Lebanon, OH 45036.

8.6. Amendment. This Agreement shall only be amended upon written instrument executed by both parties.

8.7. Law and Venue. This agreement shall be construed under the laws of Ohio, the venue for any legal disputes shall be that of Warren County Ohio Common Pleas Court.

8.8. Insurance. Subgrantee shall maintain general liability insurance in amounts no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and shall name Grantor as an additional insured. Subgrantee shall maintain workers' compensation insurance as required by law.

8.9. Independent Contractors. This Agreement does not create any employer/employee relationship, the parties shall remain independent of each other.

8.10. Non-Discrimination. The Subgrantee certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations, including, but not limited to, Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. Grantor and Subgrantee agree that as a condition of this Subgrant

amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. Grantor and Subgrantee agree that as a condition of this Subgrant Agreement, there shall be no discrimination against any customer, employee or contract worker because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Acts of 1964 and subsequent amendments. It is further agreed that the Subgrantee will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this Subgrant Agreement. Any Agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Subgrant Agreement.

8.11. Accessibility. The Subgrantee agrees as a condition of this Subgrant Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Subgrant Agreement.

8.12. Drug Free Workplace. The Subgrantee certifies and affirms that the Subgrantee will comply with all applicable state and federal laws regarding a drug-free workplace. The Subgrantee will make a good faith effort to ensure that all employees performing duties or responsibilities under this Subgrant Agreement, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

8.13. Work ours and Safety Standards. The Subgrantee shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 United States Code (U.S.C.) 327-330) as supplemented by department of labor regulations (29 C.F.R. Part 5).

8.14. Lobbying. The Subgrantee shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This compliance requirement is also found in 29 CFR Part 93.


8.15. Debarment; Suspension. The Subgrantee shall comply with the debarment and suspension requirements (as identified in E.O. 12549 and 12689, as well as 29 CFR Part 98).

[The remainder of this page is intentionally left blank.]

Section 9. EXECUTION.

In Execution Whereof, the parties execute this subgrant agreement on the dates indicated below,

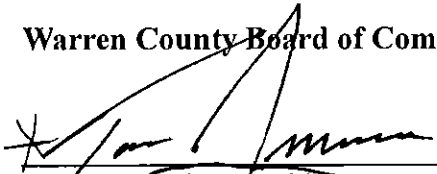
Warren County Community Services,


Executive Director

Dawna Fogarty
Printed Name

12/11/2024
Date

Warren County Board of Commissioners,

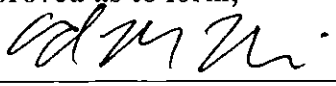

President Vice-President

Tom Grossmann
Printed Name

12.20.24
Date

24-1742
Resolution Number

Approved as to form,


Adam M. Nice
First Assistant Prosecutor-Civil Division
Warren County, Ohio

Resolution

Number 24-1743

Adopted Date December 20, 2024

AUTHORIZING THE WARREN COUNTY LAW LIBRARY RESOURCES BOARD PURSUANT TO R.C. 307.51(F) TO ENTER INTO CONTRACTS WITH PRIVATE ENTITIES FOR THE PROVISION OF ANY SERVICES THAT THE BOARD CONSIDERS NECESSARY IN THE YEAR 2025 AND THAT WHICH IS SUBJECT TO THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS' APPROVAL

BE IT RESOLVED, that in the year 2025, the Warren County Law Library Resources Board is granted authority to enter into contracts with private entities pursuant to R.C. 307.51(F) for the provision of any services that the board considers necessary and that which is subject to the approval of the Warren County Board of County Commissioners.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Law Library (file)

Resolution

Number 24-1744

Adopted Date December 20, 2024

APPROVING AN AMENDMENT TO THE PAYMENT SERVICES AGREEMENT WITH KEEFE COMMISSARY NETWORK, TO INCLUDE THE CITY OF SOUTH LEBANON'S MAYOR'S COURT, TO PROVIDE BAIL/BOND CASH HANDLING AND PAYMENT PROCESSING SERVICES ON BEHALF OF THE WARREN COUNTY CLERK OF COURTS OFFICE

WHEREAS, pursuant to Resolution #20-1109, adopted August 1, 2020, this Board entered into an agreement with Keefe Commissary Network LLC to provide bail/bond cash handling and payment processing services to various County locations; and

WHEREAS, the Clerk of Courts has requested the agreement be amended to include City of South Lebanon Mayor's Court.

NOW THEREFORE BE IT RESOLVED, to approve an amendment to the agreement with Keefe Commissary Network, LLC, d/b/a Access Corrections to provide bail/bond cash handling and payment processing services, to include the City of South Lebanon Mayor's Court, on behalf of the Warren County Clerk of Courts, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Keefe Commissary Network
City of South Lebanon (file)
Sheriff (file)
Clerk of Courts (file)

AMENDMENT TO
PAYMENT SERVICES AGREEMENT

This Amendment to the Payment Services Agreement (“**Amendment**”), effective 17th day of DECEMBER 2024 (the “Effective Date”) is made by and between Keefe Commissary Network, LLC, d/b/a Access Corrections (hereinafter referred to as “**Keefe**”) and the Warren County Board of County Commissioners on behalf of the Warren County Clerk of Courts and on behalf of the Warren County Juvenile Court (hereinafter referred to as “**County**”). The County and Keefe are referred to herein jointly as the “**Parties**”.

WHEREAS, the Parties entered into the Payment Services Agreement dated August 8, 2020 (the “**Agreement**”) whereby Keefe provides commissary services for the County and additional locations referred to as “**Municipal Clients**”); and

WHEREAS, the Parties desire to amend the Agreement to include the South Lebanon Mayor’s Court as a Municipal Client.

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. As of the Effective Date the City of South Lebanon is hereby included in the definition of Municipal Clients.
2. The notice address for South Lebanon is:

10 North High Street
South Lebanon, Ohio 45065
3. Except as expressly stated herein, all of the terms and conditions of the Agreement will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals effective as of the day and year first above written.

CLIENT (Warren County)

* Tom Grossmann
By:

Tom Grossmann
Name

Vice President
Title:

12.20.24
Date:

CLIENT (City of South Lebanon)

Linda S. Benke
By:

LINDA S BURKE
Name

Title: Mayor

3 Oct 2024
Date:

KEEFE COMMISSARY NETWORK, LLC

[Signature]
By:

John Puricelli
Name:

Executive Vice President/General Manager
Title:

11/26/24
Date:

CLIENT (City of South Lebanon)

[Signature]
By:

Tina Williams
Name:

Title: Director of Finance

10/3/24
Date:

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2024-35**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR OF
FINANCE TO EXECUTE AN AMENDMENT TO A PAYMENT SERVICES
AGREEMENT WITH KEEFE COMMISSARY NETWORK, LLC TO PROVIDE
BAIL/BOND CASH HANDLING AND PAYMENT PROCESSING SERVICES FOR
SOUTH LEBANON MAYOR'S COURT AND DECLARING AN EMERGENCY**

WHEREAS, per Resolution No. 2020-1109, the Warren County Board of Commissioners approved an agreement with the Keefe Commissary Network, LLC, Bail/Bond Cash Handling for the Warren County Courts as well as the Cities of Mason and Franklin Courts; to allow for the payment of bail for inmates at the Warren County Jail through a kiosk located in the jail lobby; and,

WHEREAS, the Warren County Jail no longer accepts cash bail payments, including for South Lebanon Mayor's Court; and,

WHEREAS, City of South Lebanon staff recommends utilizing the kiosk system located in the Warren County Jail lobby for Mayor's Court cash bail payments; and,

WHEREAS, Keefe Commissary Network, LLC, has provided an amendment to the contract with Warren County to include the City of South Lebanon as a "Municipal Client"; and,

WHEREAS, immediate action is required to approve said amendment to ensure the prompt incorporation of the City Mayor's Court into this system and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. Approve an Amendment to payment services agreement with Keefe Commissary Network, LLC, a copy of which is attached hereto, and further authorize the Mayor and Director of Finance to execute an Amendment on behalf of the City.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

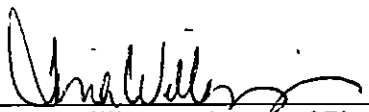
Resolution 2024-35

Page 2

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


Adopted this 3rd day of October, 2024.

Linda S Burke
Linda S. Burke, Mayor

Attest: 
Petrina D. Williams, Director of Finance/Clerk

Rules Suspended:	<u>10/3/24</u>	(if applicable)
First Reading:	<u>-</u>	
Second Reading:	<u>-</u>	
Vote:	<u>5</u> Yeas	
	<u>1</u> Nays	
Effective Date:	<u>10/3/24</u>	

Prepared by and approved as to form:


Andrew P. Meier
Law Director
City of South Lebanon, Ohio

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

Resolution

Number 24-1745

Adopted Date December 20, 2024

ENTERING INTO AN AGREEMENT WITH THE CITY OF LEBANON, OHIO REGARDING REIMBURSEMENT FOR PUBLIC DEFENDER EXPENDITURES FOR 2025

BE IT RESOLVED, to enter into an agreement with the City of Lebanon, Ohio for reimbursement for 2025 public defender services, said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—City of Lebanon
City of Lebanon (file)
Ohio Public Defender Office
Commissioners' file
Auditor – D. Gray
OMB

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

This Agreement is entered into by and between the Warren County Board of County Commissioners, with a mailing address of 406 Justice Drive, Lebanon, Ohio 45036, (hereinafter referred to as the "COUNTY"), and the City of Lebanon, Ohio, with a mailing address of 50 S Broadway St Ste 1, Lebanon, Ohio 45036, (hereinafter referred to as the "CITY").

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

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

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

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

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

WHEREAS, this Agreement has been authorized by the CITY by Res./Ord. Number 2023-068 passed by the Lebanon CITY Council on July 11, 2023, and by Resolution Number 24-1745, passed by the Board of Commissioners of Warren COUNTY on 12/20/24.

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

1. REPRESENTATION

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

2. COMPENSATION

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

3. DURATION OF CONTRACT AND TERMINATION

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

4. TERMS OF AGREEMENT

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

4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

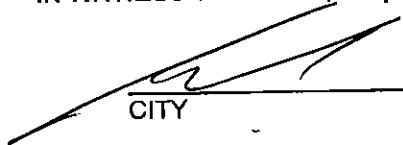
4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work shall, prior to the completion of said work voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

5.1 This contract may not be amended orally.

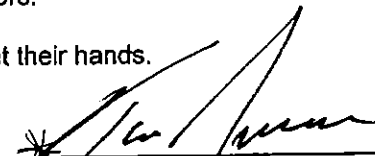
5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.



CITY


12/10/24
Date



COUNTY COMMISSIONER

12/20/24
Date

Approved as to form:



Warren County Prosecutor's Office

11/22/24
Date

Adam M. Nice

Resolution

Number 24-1746

Adopted Date December 20, 2024

ENTERING INTO AN AGREEMENT WITH THE CITY OF MASON, OHIO REGARDING REIMBURSEMENT FOR PUBLIC DEFENDER EXPENDITURES FOR 2025

BE IT RESOLVED, to enter into an agreement with the City of Mason, Ohio for reimbursement for 2025 public defender services, said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

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

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

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

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

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

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

WHEREAS, this Agreement has been authorized by the CITY by Res./Ord. Number 2013.95, passed by the Mason CITY Council on November 19, 2013, and by Resolution Number 24-1746, passed by the Board of Commissioners of Warren COUNTY on 12/20/24.

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

1. REPRESENTATION

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

2. COMPENSATION

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

3. DURATION OF CONTRACT AND TERMINATION

- 3.1** The term of this agreement shall be for one year, January 1, 2025, to December 31, 2025.
- 3.2** If the COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3** Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested, or is hand-delivered.

4. TERMS OF AGREEMENT

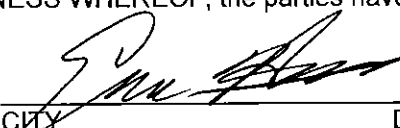
- 4.1** As soon as is reasonably practical after a case is finally disposed of by the Mason Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case.
- 4.2** Recognizing that the requests for reimbursements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

- 4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work shall, prior to the completion of said work voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.
- 5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

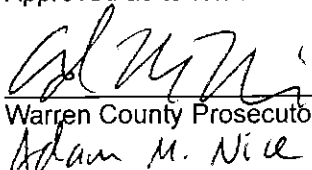


 CITY Date

* 

 COUNTY COMMISSIONER Date 12/20/24

Approved as to form:



 Warren County Prosecutor's Office Date 11/27/24
 Adam M. Nice

ORDINANCE NO. 2013 - 95

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WARREN COUNTY COMMISSIONERS REGARDING MASON MUNICIPAL COURT PUBLIC DEFENDER

WHEREAS, Warren County and the City of Mason recognize their responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty in Mason Municipal Court; and

WHEREAS, the Mason Municipal Court maintains a list of Public Defenders who are willing to provide those needed legal services to the County's indigent citizens; and

WHEREAS, the Ohio Public Defenders Office has requested a cooperative agreement between the City of Mason and Warren County regarding public defender expenditures.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

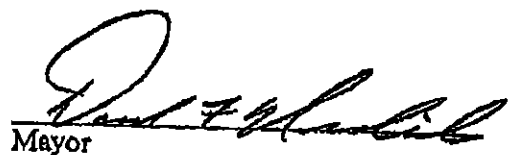
Section 1. That the City Manager is hereby authorized to enter into an agreement substantially in the form of the Agreement attached hereto as Exhibit "A".

Section 2. That the City Manager is hereby authorized to enter into agreements for subsequent years provided that the agreement is substantially in the form of the Agreement attached hereto as Exhibit "A".

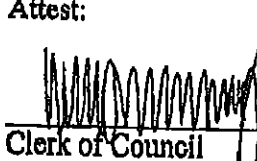
Section 3. That the City Manager is authorized to execute other documents necessary to fulfill the terms of the Agreement.

Section 4. That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed this 18th day of November, 2013.

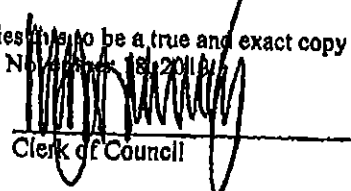

Mayor

Attest:


Clerk of Council

Certification

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2013-95 adopted by the Council of the City of Mason on November 18, 2013.


Clerk of Council

Resolution

Number 24-1747

Adopted Date December 20, 2024

ENTERING INTO A CONTRACT WITH THE VILLAGE OF MAINEVILLE FOR POLICE PROTECTION ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

WHEREAS, Section 311.29 of the Ohio Revised Code authorizes a Sheriff of the County and a Municipal Corporation to contract for additional police protection upon such terms as may be agreed upon; and

WHEREAS, the Village of Maineville is desirous of obtaining additional police protection for its residents, and the Warren County Sheriff's Office desires to provide the necessary police protection as described in the contract.

NOW THEREFORE BE IT RESOLVED, to enter int contract with the Village of Maineville for police protection on behalf of the Warren County Sheriff's Office; as attached hereto and made a part hereof and hereby incorporated as if fully stated herein.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Village of Maineville
Sheriff (file)

**CONTRACT FOR POLICE PROTECTION BETWEEN THE VILLAGE OF MAINEVILLE
WARREN COUNTY, OHIO AND THE WARREN COUNTY SHERIFF'S OFFICE**

This contract made and entered into this 20 day of December, 2024 between The Village of Maineville, Warren County, Ohio, organized and existing under and by virtue of the laws of the State of Ohio, hereinafter referred to as the "Village Council" and Larry L. Sims, as Sheriff of Warren County, Ohio hereinafter referred to as "Sheriff".

Witnesseth:

WHEREAS, Section 311.29 of the Ohio Revised Code authorizes a Sheriff of the County and a Municipal Corporation to contract for additional police protection upon such terms as may be agreed upon; and,

WHEREAS, said Village Council are desirous of obtaining additional police protection for the residents of The Village of Maineville, Warren County, Ohio: and,

WHEREAS, the Sheriff desires to provide the necessary police protection;

NOW, THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assume herein by the other, agree as follows:

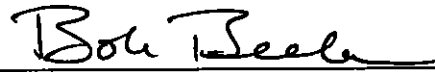
- 1) The Village Council shall pay the salary and fringe, including but not limited to current costs of funding retirement pensions, and costs for workers' compensation, for one (1) deputy sheriff and the Sheriff shall provide a certified deputy sheriff including all uniforms, weapons, equipment and cruiser for service in The Village of Maineville, Warren County, Ohio as set forth in Attachment A, incorporated herein.
- 2) The deputies shall be supervised at all times by the Sheriff and his deputies and will be subject to the rules and procedures of the Sheriff as are all other deputies. The Village Council shall have no responsibility for the actions of any deputies who shall at all times be under the authority and control of the Sheriff, including but not limited to, employee discipline as provided in any contractual agreements applicable to the employment of the deputies.
- 3) It is agreed that the deputies employed for and assigned to The Village of Maineville, at the time of the agreement of this contract, will remain assigned to The Village of Maineville, unless they are reassigned, removed, or transferred due to personnel changes and/or contractual agreement. The Sheriff shall notify the Village Council of these changes as they occur. The parties acknowledge that this Agreement does not in any way limit the Sheriff's duties under Section 311.07 of the Ohio Revised Code, nor limit responsibilities set forth in the Warren County Law Enforcement Mutual Aid Assistant Agreement.
- 4) It is agreed that all County benefits and privileges available to other employees of the Sheriff's Office will be made available to the deputies under this Contract.

- 5) It is agreed and understood, notwithstanding the fact that said deputies, are to be assigned for service in The Village of Maineville, as set forth above that in case of emergency outside of The Village of Maineville, said deputies may be ordered by the Sheriff to assist in such emergency. In no case, however, will deputies assigned to The Village of Maineville be expected to fulfill the regular duties and responsibilities of the Sheriff outside the political subdivision identified as The Village of Maineville.
- 6) It is agreed and understood that if an event of such magnitude which overwhelms or is beyond the capabilities of the assigned deputies occurs within The Village of Maineville, the village will have the full support of resources necessary to handle the event as deemed appropriate by the Sheriff at no additional cost.
- 7) It is agreed that the Village Council will pay to the Auditor of Warren County, Ohio, such sums set forth in the Attachment A which shall be incorporated in this Contract as if fully re-written herein, at such times as so stated therein and made a part hereof. At least 30 days prior to the expiration of this Contract, the parties shall agree on an additional addendum to cover the cost of the deputy for the subsequent calendar year. The parties acknowledge that subsequent terms may require wage increased based upon controlling collective bargaining agreements. Pursuant to Section 311.29(D) of the Ohio Revised Code, this Contract shall not extend beyond 4 years, at which point in time the parties may renegotiate a new agreement.
- 8) The Sheriff shall account for all monies drawn from said accounts by signing vouchers detailing the particular expense being billed to the village for such withdraws and the same shall be provided by the Auditor of Warren County, Ohio. Copies of such vouchers shall be provided to the Village Council for their review.
- 9) Upon termination of this contract or any extended period thereof, all equipment purchased by the Village Council shall remain the exclusive property of the village and any monies remaining in said account established by the Auditor of Warren County, and not obligated at the termination of this Contract or at the end of any fiscal year shall be refunded promptly to the treasury of the village. Equipment purchased by the County shall remain the exclusive property of the County.
- 10) The police protection provided under the terms of this Contract shall commence at 12:01am, February 18, 2025, and continue through and terminate at 11:59pm, December 31, 2025. However, this Contract will be deemed to continue from time to time as set forth in any addendum attached hereto. Either party may terminate this contract with 180 days written notice to the other party.
- 11) The parties hereto shall continue to consult with each other regarding the ongoing policing needs of The Village of Maineville.
- 12) The terms of paragraph four (4) of this Contract are subject to the collective bargaining agreement between the Sheriff and the Warren County Deputy Sheriff's Benevolent Association (WCDSBA).

- 13) The portion of proceeds due to law enforcement agencies from the sales of any property which has been lost, abandoned, stolen, or lawfully seized, or forfeited and which come into the custody of the Warren County Sheriff's deputies while assigned to perform police protection duties for The Village of Maineville pursuant to the aforesaid Contract for police protection, shall be divided equally between the Warren County Sheriff's Office and the village and used solely for police purposes pursuant to Ohio Revised Code section 2981.13.
- 14) The Sheriff shall provide reports, no less frequently than monthly, detailing the types of runs, citations, complaints, crimes and arrest occurring in The Village of Maineville.
- 15) In the event the staffing of deputies is less than contemplated under this Contract, the Village Council's obligation to pay for the deputy shall be reduced accordingly.
- 16) The Sheriff shall provide and pay all costs of any required training not specific to patrol operations requested by the Village Council (bike patrol, etc.).
- 17) This Contract shall be binding upon the parties thereto, and upon their respective successors and assignees.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 12th day of December, 2024, at Warren County, Ohio.

Mayor of The Village of Maineville
Warren County, Ohio



Bob Beebe, Mayor

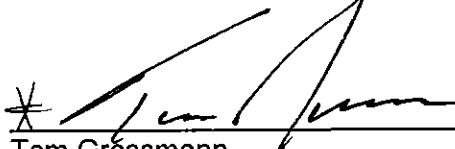
Approved as to form:

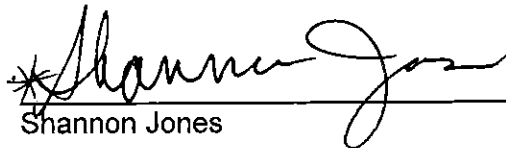


Julie E. Byrne, Village Solicitor

By Resolution Number 24-1747 of the Warren County Board of County
Commissioners dated December 12, 2024.

Warren County Board of County Commissioners


* _____
Tom Grossmann


* _____
Shannon Jones

David G. Young

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

**ATTACHMENT A
2025 PAYROLL ADDENDUM**

Police protection contract between the Sheriff of Warren County, Ohio and The Village of Maineville, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of deputy sheriff, and the following schedule of payments, shall be implemented commencing as of February 18, 2025, and continuing through midnight on December 31, 2025.

SALARIES	\$ 72,109.44
OVERTIME	\$ 5,000.00
PERS	\$ 13,956.81
MEDICARE	\$ 1,118.09
WORKERS COMP	\$ 1,542.19
INSURANCE	\$ 19,345.04
TOTAL	\$ 113,071.56

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1 ST QUARTER INVOICE:	\$14,137.56
2 ND QUARTER INVOICE:	\$32,978.00
3 RD QUARTER INVOICE:	\$32,978.00
4 TH QUARTER INVOICE:	\$32,978.00

All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this 12th day of December, 2024, at Maineville, Ohio

Larry L. Sims, Sheriff

Bob Beebe
Mayor Bob Beebe
The Village of Maineville

BOCC President

**VILLAGE OF MAINEVILLE
RESOLUTION NO. 2024-33
A RESOLUTION APPROVING AN AGREEMENT WITH THE WARREN COUNTY
SHERIFF'S OFFICE FOR POLICE SERVICES AND
DECLARING AN EMERGENCY**

WHEREAS, the Village is a municipal corporation that desires to acquire police protection for the property and residents of the Village which is located within Warren County;

WHEREAS, Section 311.29 of the Ohio Revised Code authorizes a Sheriff of the County and a Municipal Corporation to contract for additional police protection upon such terms as may be agreed upon;

WHEREAS, the Village has decided that it is in the best interest of its citizens to provide all of its police protection through the Warren County Sheriff's Office; and,

WHEREAS, the Warren County Sheriff has the ability and desire to provide police protections to the Village.

NOW, THEREFORE, for the adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follow:

NOW, THEREFORE, BE IT RESOLVED, by the Village of Maineville to enter into an agreement with and Larry L. Sims, as Sheriff of Warren County, Ohio, for the provision of police protection services; and

FURTHER BE IT RESOLVED, that the Village Mayor is hereby authorized to file and sign all documents associated herewith including the attached Agreement (attached as Exhibit A), and the Fiscal Officer is authorized to make payments in accordance with the terms of the Agreement.

BE IT FURTHER ORDAINED that any rule requiring three (3) readings is hereby suspended. that immediate filing of this Ordinance is necessary for the public peace, health, welfare and safety of the community, it is therefore declared to be an emergency, shall take effect immediately, and shall be promptly filed.

Councilmember Tomsic made the motion and Councilmember Billups seconded the motion, and a vote being called upon the question of adoption of Resolution 2024-33, the vote resulted as follows:

yes Mrs. Tomsic

yes Mr. Drook

NO Mrs. Hughes

yes Ms. Humphries

yes Mrs. Billups

yes Mr. Williams

Yeas 5

Nays 1

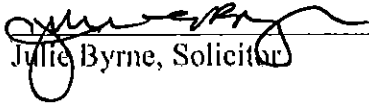
Abstain 0

Passed this 12th day of December, 2024.



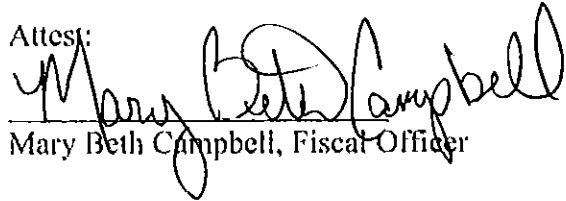
Bob Beebe, Mayor
Village of Maineville, Ohio

Approved as to Form:



Julie Byrne, Solicitor

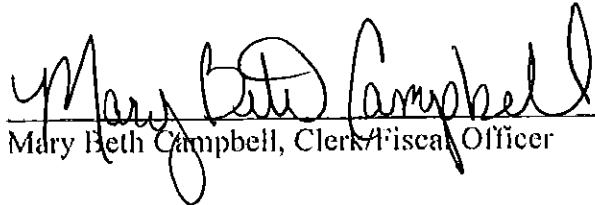
Attest:



Mary Beth Campbell, Fiscal Officer

CERTIFICATION

The undersigned Clerk/Fiscal Officer hereby certifies that the foregoing is a true and correct copy of Resolution No. 2024-33, adopted December 12, 2024.

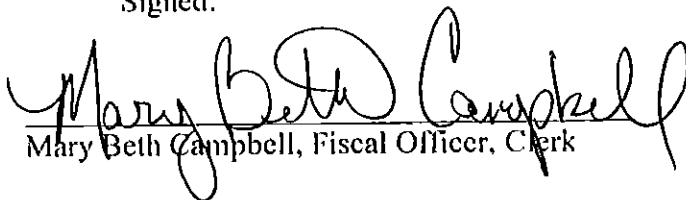


Mary Beth Campbell, Clerk/Fiscal Officer

CERTIFICATE OF FISCAL OFFICER AS TO POSTING

I certify that the above Resolution 2024-33 and/or its summary has been posted as required by law by posting on the Village Website and Social Media account, Date of Posting: Dec. 13, 2024.

Signed:



Mary Beth Campbell, Fiscal Officer, Clerk

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

Resolution

Number 24-1748

Adopted Date December 20, 2024

APPROVING ADDENDUM TO CONTRACT FOR POLICE PROTECTION WITH THE CITY OF SOUTH LEBANON ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED, to approve addendum to contract for police protection with City of South Lebanon, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—City of South Lebanon
Sheriff (file)

ATTACHMENT A
2025 PAYROLL ADDENDUM

Police protection contract between the Sheriff of Warren County, Ohio and the City of South Lebanon, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2025 and continuing through midnight on December 31, 2025.

SALARIES	\$ 458,864.00
OVERTIME	\$ 100,000.00
PERS	\$ 101,154.00
MEDICARE	\$ 8,104.00
WORKER'S COMP	\$ 11,177.00
INSURANCE	\$ 63,456.00
TOTAL	\$ 742,755.00

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1 ST QUARTER INVOICE:	\$185,688.75
2 ND QUARTER INVOICE:	\$185,688.75
3 RD QUARTER INVOICE:	\$185,688.75
4 TH QUARTER INVOICE:	\$185,688.75

All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this 21st day of November, 2024, at South Lebanon, Ohio

Linda S. Bandy
City of South Lebanon

[Signature]
Board of County Commissioners

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 24-1749

Adopted Date December 20, 2024

**AUTHORIZING ACCEPTANCE OF QUOTE FROM OSI GLOBAL IT- OSI HARDWARE
ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS OSI Hardware will provide Networking Equipment- UPS Power Backup Hardware equipment for Warren County Telecom to support the OT Network Core providing support for Warren County Facilities Management for Access Controls, HVAC Controls & Cameras , as indicated on the attached Quote# QUO-US115170 for purchase.

NOW THEREFORE BE IT RESOLVED, to accept Quote# QUO-US115170 from OSI Hardware on behalf of Warren County Telecommunications, as attached hereto and a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—OSI Global IT – OSI Hardware
Telecom (file)

1244

Quote # 1

OSIGlobalIT



Date 9/25/2024
Quote # QUO-US115170

Expires 12/22/2024
Sales Rep Hunter Humphries
Sales Rep Phone (805) 586-2293
Sales Rep Email hunter@osiglobal.com

OSI Hardware, Inc.
606 Olive Street
Santa Barbara CA 93101
United States
Tax ID # 26-2884292

Bill To

Ship To

Qty	Displayed PID	Description	List Price	Unit Price	Ext. Price
18	SMT1500RM1UC	APC Smart-UPS, Line Interactive, 1500VA, Rackmount 1U, 120V, 4x NEMA 5-15R outlets, SmartConnect Port+SmartSlot, AVR, LCD	1,715.00	1,002.29	18,041.22

List Subtotal	30,870.00
Discount	41.6%

OSI's standard terms and conditions for the sale of equipment are incorporated by reference into this Quote and shall govern the sale of the products set forth above. Terms and conditions and warranty are posted at the following page: <https://osiglobal.com/terms-conditions/>

Subtotal	18,041.22
Shipping Cost (TBD)	0.00
Total	\$18,041.22

Quote #2



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

DUSTIN FLINT,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PCMF591	9/19/2024	PCMF591	6517577	\$19,925.46

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
APC 1500VA 1U Smart-UPS Mfg. Part#: SMT1500RM1UC Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	18	7246651	\$1,106.97	\$19,925.46

SUBTOTAL	\$19,925.46
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$19,925.46

PURCHASER/BILLING INFO	DELIVER TO
Billing Address: WARREN CO TELECOM DEPT ACCTS PAYABLE 500 JUSTICE DR LEBANON, OH 45036-2379 Phone: (513) 695-1319 Payment Terms: NET 30-VERBAL	Shipping Address: WARREN CO TELECOM DEPT 500 JUSTICE DR LEBANON, OH 45036-2379 Shipping Method: DROP SHIP-COMMON CARRIER
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Kristen Meyer | (866) 809-9889 | krismey@cdwg.com



Standard Purchase Terms & Conditions

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney

1. **Purpose.** The provisions contained in these Standard Terms and Conditions (the "Standard Provisions") set forth the terms and conditions that apply to (a) all sales of equipment ("Equipment") by OSI Hardware, Inc., a California corporation ("OSI"), to its customer ("Customer") and (b) all Equipment Service Agreements between OSI and its Customer ("Service Agreements"). These Standard Provisions supplement the terms of any written quotes provided by OSI to Customer and the terms of any purchase orders provided by Customer to OSI. These Standard Provisions, together with any quotes and purchase orders, are collectively referred to herein as the "Contract Documents." In the event of any inconsistencies between these Standard Provisions and the terms of any written quote provided by OSI, the terms of the written quote shall apply and be controlling. In the event of any inconsistencies between these Standard Provisions and the terms of any purchase order provided by Customer to OSI, the terms of these Standard Provisions shall apply and be controlling.
2. **Late Fees.** If Customer fails to make any payment to OSI when due, OSI shall be entitled interest at the rate of the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law, in addition to any other costs associated with the collection thereof.
3. **Returns.** Any Equipment purchased from OSI may be returned for a full refund within thirty (30) days from the date of delivery, subject to a twenty percent (20%) restocking fee. Notwithstanding the foregoing, returns shall not be permitted for software, Equipment replaced under warranty, new Equipment, special orders, or Equipment purchased by a wholesale customer for the purpose of resale. Equipment which is not received by OSI within thirty (30) days after the date of the original delivery to Customer shall not be eligible for a refund. All Equipment returns, including returns of Equipment replaced by OSI under a Service Agreement shall be made in accordance with the Equipment Return Procedures set forth below.
4. **Warranty.** OSI warrants that the Equipment shall be free from defects in materials and workmanship, excluding normal wear and tear, as more particularly set forth and subject to the limitations herein. For retail end users of Equipment, the warranty shall remain in effect for the lifetime of the Equipment pursuant to the Advance Replacement Warranty and Lifetime Replacement Warranty provisions set forth below. For wholesale Customers purchasing Equipment for the purpose of resale, the warranty shall remain in effect for a period of ninety (90) days pursuant to the Wholesale Warranty provisions set forth below.
 - a. **Advance Replacement Warranty.** For a period of one (1) year from the date of delivery to Customer, OSI agrees to provide advance replacements for any defective items of Equipment. OSI shall, within twenty-four (24) hours of being notified by Customer of a suspected Equipment defect, use its commercially reasonable best efforts to (i) attempt to resolve the problems through troubleshooting, and (ii) for any Equipment determined, in OSI's sole discretion, to be defective, ship suitable replacement Equipment to Customer via expedited delivery service.
 - b. **Lifetime Replacement Warranty.** After one (1) year from the date of delivery to Customer, OSI agrees to repair or replace any defective items of Equipment. OSI shall, within seven (7) business days of receipt of the returned Equipment, use its commercially reasonable best efforts to (i) determine, in OSI's sole discretion, whether the Equipment is defective, (ii) make required repairs, where repairs are feasible, and (iii) ship the repaired Equipment or a suitable replacement to Customer via standard delivery service.
 - c. **Wholesale Warranty.** For a period of ninety (90) days from the date of delivery to a wholesale Customer purchasing Equipment for the purpose of resale, OSI agrees to repair or replace any defective items of Equipment. OSI shall, within seven (7) business days of receipt of the returned Equipment, use its commercially reasonable best efforts to (i) determine, in OSI's sole discretion, whether the Equipment is



defective, (ii) make required repairs, where repairs are feasible, and (iii) ship the repaired Equipment or a suitable replacement to Customer via standard delivery service.

d. Shipping. Shipments by OSI will be sent by UPS, FedEx or other provider of OSI's choice with shipping costs to be paid by OSI. For international deliveries, shipments will be sent delivery duty unpaid (DDU), with freight prepaid by OSI, excluding import duties, taxes and fees, where applicable.

e. Limitations on Warranties. The following limitations and requirements apply to this Section 4:

i. Technical support by OSI shall be limited to determining whether an Equipment defect exists.

ii. The warranty hereunder does not apply to any Equipment failure resulting from misuse, abuse, neglect or mishandling, failure to use the Equipment with due care and in accordance with all recommendations of OSI and the manufacturer, damage from accident or casualty, including fire, flood or natural disaster, improper installation, configuration, maintenance, operation, modifications or adjustments, incorrect environment, or electrical issues such as lightning, power surges, incorrect electrical voltages or other electrical stress.

iii. The warranty hereunder does not apply in the event Equipment fails to perform properly or becomes incompatible due to software or code changes.

iv. OSI shall have no obligation to replace Equipment nor to compensate or reimburse Customer for licenses, upgrades or software installed by Customer on Equipment which is subsequently returned to OSI.

v. If OSI is unable to repair any item of defective Equipment covered by warranty or replace the Equipment with the same product, OSI may satisfy its warranty obligations by providing replacement Equipment which offers a comparable level of functionality.

vi. If, despite its commercially reasonable good faith efforts, OSI is unable to repair any item of defective Equipment covered by warranty or replace the Equipment with the same product or with Equipment offering a comparable level of functionality, OSI shall refund the original purchase price, in which event OSI shall have no further liability to Customer hereunder.

vii. OSI shall have no liability to Customer if, despite its commercially reasonable good faith efforts, OSI is unable to make shipments within the times specified under Section 4.a, 4.b or 4.c above.

viii. The warranty hereunder applies only to the original purchaser of the Equipment from OSI. The warranty shall terminate if the Equipment is sold or otherwise transferred to another party.

5. Return Procedures. The following procedures apply to all Customer returns of (i) non-defective Equipment within thirty (30) days of delivery ("Non-Warranty Returns"), (ii) defective Equipment within one (1) year from the date of delivery ("Advance Replacement Returns"), (iii) defective Equipment after one (1) year from the date of delivery ("Lifetime Warranty Returns"), (iv) defective Equipment within ninety (90) days from the date of delivery where the Equipment was purchased by a wholesale Customer for the purpose of resale ("Wholesale Warranty Returns"), and (v) Equipment that is subject to a Service Agreement that cannot be repaired with the assistance of OSI's technical support personnel and requires replacement ("Service Agreement Returns").

a. Procedures Applicable to all Returns.



i. Prior to returning any Equipment, Customer must contact its OSI account representative. OSI will attempt to troubleshoot and resolve any problems reported by Customer. If the problems cannot be resolved, OSI will issue a return merchandise authorization ("RMA") number.

ii. Customer will be responsible for repackaging the Equipment in a manner which fully protects it from damage during shipping and arranging for shipping to the location designated by OSI.

iii. Customer must include the RMA number on the shipping label.

iv. All Equipment must be returned in the same condition in which it was originally delivered, reasonable wear and tear excluded.

v. All returned Equipment becomes the property of OSI.

b. Non-Warranty Returns.

i. All Non-Warranty Returns must be received by OSI within thirty (30) days of the date of the original delivery to Customer.

ii. Shipping costs for Non-Warranty Returns will be paid by Customer.

c. Advance Replacement Returns.

iii. Upon the issuance of a RMA number for an Advance Replacement Return, OSI will send Customer a label for shipping by UPS, FedEx or other provider of OSI's choice.

iv. All Advance Replacement Returns must be received by OSI within fourteen (14) days of the date that the replacement Equipment is delivered to Customer.

v. If an Advance Replacement Return is not received by OSI within fourteen (14) days of the date that the replacement Equipment is delivered to Customer, Customer will be charged the full purchase price for both the original Equipment and the replacement Equipment.

vi. Shipping costs for Advance Replacement Returns will be paid by OSI.

d. Lifetime and Wholesale Warranty Returns.

i. Upon the issuance of a RMA number for a Lifetime Warranty Return or a Wholesale Warranty Return, OSI will send Customer a label for shipping by UPS, FedEx or other provider of OSI's choice.

ii. All Lifetime and Wholesale Warranty Returns must be received by OSI within fourteen (14) days of the date that the RMA number is issued by OSI.

iii. If a Lifetime or Wholesale Warranty Return is not received by OSI within fourteen (14) days of the date that the RMA number is issued by OSI, Customer shall not be entitled to return the Equipment for replacement under warranty unless Customer first obtains a new RMA number from OSI.

iv. Shipping costs for Lifetime and Wholesale Warranty Returns will be paid by OSI.

e. Service Agreement Returns.



i. Upon the issuance of a RMA number for a Service Agreement Return, OSI will send Customer a label for shipping by UPS, FedEx or other provider of OSI's choice.

ii. Replaced Equipment must be received by OSI within fourteen (14) days of the date that the replacement Equipment is delivered to Customer.

iii. If the replaced Equipment is not received by OSI within fourteen (14) days of the date that the replacement Equipment is delivered to Customer, Customer will be charged the full purchase price for the replacement Equipment. If such purchase price is not paid and OSI terminates the Service Agreement an account of such non-payment, the purchase price may be applied against the fees paid to OSI by Customer.

iv. Shipping costs for Service Agreement Returns will be paid by OSI.

6. **Licensing.** Customer acknowledges and agrees that (i) software installed on used Equipment does not come with a manufacturer's license, and (ii) it shall be Customer's responsibility to contact the manufacturer to determine the licensing requirements applicable to any used Equipment purchased from OSI.

7. **Equipment Service Agreements.**

a. **Services Provided by OSI.** For any Equipment covered by a Service Agreement, OSI will provide technical support services at the agreed service level (i.e., 8x5xNBD Service or 24x7xNBD Service) and, when required, replacement of Equipment, as more particularly described herein. All additions or deletions of Equipment covered by a Service Agreement are subject to OSI's approval, and require at least thirty (30) days prior written notice.

i. **Technical Support.** For covered Equipment, OSI's technical support personnel will assist Customer by telephone or email in diagnosing Equipment failures and in making repairs and replacing failed parts.

ii. **Equipment Replacement.** If the Equipment cannot be repaired with the assistance of OSI's technical support personnel, OSI will ship the necessary replacement parts to Customer at no cost, with shipping charges prepaid. Replacement parts are provided on an exchange basis only, and replaced Equipment become the property of OSI. OSI shall only stock replacement parts in accordance with the original standard configurations for each item of Equipment, unless otherwise specified.

b. **Equipment Service Limitations.** Services provided by OSI pursuant to a Service Agreement shall be subject to the following limitations:

i. Technical support services and Equipment replacements due to the following causes are subject to additional charges, unless otherwise agreed to by OSI in writing: (a) negligence of Customer or of any third party; (b) Equipment misuse, neglect, mishandling or abuse, including failure to install, operate, configure, and maintain the Equipment in accordance with the specifications of the original equipment manufacturer ("OEM"); (c) movement, transportation, or reconfiguration of the Equipment not in accordance with the OEM's specifications; (d) maintenance or repair of the Equipment by any party other than a properly qualified technician; (e) failure or fluctuation of electrical power, or inadequate cooling; or (f) damage ordinarily covered by insurance including damage from accident or casualty, such as fire, flood, or natural disaster.

ii. The obligations of OSI hereunder do not apply in the event Equipment fails to perform properly or becomes incompatible due to software or code changes.



iii. OSI obligations hereunder do not apply to Equipment where new licenses, upgrades or software have been installed after the commencement of the term of the Service Agreement unless the same have been approved by OSI in writing.

iv. OSI shall have no obligation to replace Equipment nor to compensate or reimburse Customer for licenses, upgrades or software installed by Customer on Equipment which is subsequently returned to OSI.

v. OSI is not required to provide replacement Equipment that is identical to the Equipment replaced, but may satisfy its obligations hereunder by providing replacement Equipment which offers a comparable level of functionality.

vi. OSI's technical support personnel provide technical support and guidance in installing publicly available software patches, upgrades and enhancements only. OSI's services do not otherwise extend to addressing software issues, and OSI does not assume the software warranty obligations of any manufacturer or maintain software of any kind pursuant.

vii. OSI's services do not include onsite repairs of Equipment, or the installation of replacement parts or Equipment.

c. **Customer Obligations.** Customer agrees to maintain the site where the Equipment is located in accordance with the OEM's then-current specifications. Customer is responsible for having available personnel trained in appropriate hardware problem diagnosis, Equipment repair, and component exchange and replacement. Customer is also responsible for: (i) safeguarding all programs, data and removable storage media before OSI support services begin; and (ii) providing all software support for the services performed by OSI, including but not limited to reloading programs and data, system recovery, disk initialization and proper application and recovery routines and procedures after the completion of OSI support services. Customer acknowledges that OSI does not assume the costs or risks associated with such activities. Customer is solely responsible for maintaining a right-to-use license and for paying all right-to-use license fees and software media expenses. Customer will be responsible for any software replacements or upgrades required as a result of the replacement of Equipment by OSI.

d. **Condition of Equipment.** Customer agrees, represents and warrants that, to the best of Customer's knowledge after making reasonable inquiries, investigations and tests, as of the commencement of the term of the Service Agreement, the Equipment is in normal operating condition and is free of damage and defects. Customer agrees to allow OSI to conduct an on-site inspection of the Equipment to confirm that it is in normal operating condition, to inventory the configuration and to obtain component serial numbers. Any service necessary to return Equipment to normal operating condition as of the commencement of this Agreement is Customer's responsibility.

e. **Appointment of OSI as Agent.** Customer hereby appoints OSI as its agent for purposes of obtaining warranty and technical assistance on its behalf for the Equipment covered hereunder. The designation of agency specifically does NOT authorize OSI to contractually or financially bind Customer without Customer's prior written consent.

f. **Equipment Replacement.** If the Equipment cannot be repaired with the assistance of OSI's technical support personnel, OSI will ship the necessary replacement parts to Customer, and Customer agrees to return the replaced Equipment to OSI in accordance with the Equipment return procedures set forth in Section 5, above.

g. **Term.** Upon the expiration of the initial term of the Service Agreement, the Service Agreement shall automatically renew for successive terms of one (1) year each unless either party notifies the other in writing



of its intent not to renew, at least thirty (30) days prior to the expiration of the then-current term. OSI may adjust the service fee payable during any renewal term, which fee shall be reflected in the invoice provided by OSI. Either party may terminate the Service Agreement upon thirty (30) days written notice in the event of a material breach hereof by the other party, provided that such breach has not been cured within thirty (30) days after delivery of said notice.

h. **Fees.** Customer agrees to pay OSI the required service fee within thirty (30) days after the date on which the Service Agreement is entered into. Not less than forty-five (45) days prior to the expiration of the initial term and any renewal term of the Service Agreement, OSI will send Customer an invoice for the service fee payable during the renewed term. Customer agrees to pay the service fee stated in the invoice within thirty (30) days after the commencement of the renewal term. Customer is responsible for any applicable taxes on all fees. OSI is not responsible for performance of services hereunder until it has received payment. Any start of performance shall not be deemed receipt of payment, nor shall OSI be obligated to perform any further services until actual receipt of payment. OSI may, in its sole discretion and without advance notice, terminate or suspend services in the event Customer is delinquent in the payment of any amount due to OSI for a period in excess of thirty (30) days from the due date.

i. **Subcontracting.** OSI may subcontract the services to be provided by it pursuant to the Service Agreement, or portions thereof, to third-party service providers. If so subcontracted, OSI shall remain primarily responsible for providing the services.

8. Limitations of Remedies/Liability.

OSI SHALL NOT BE LIABLE FOR ANY EXPENSE OR DAMAGE INCURRED BY CUSTOMER, WHETHER INTERNAL TO CUSTOMER OR PAID BY CUSTOMER TO ANY THIRD PARTY, FROM A FAILURE OF ANY EQUIPMENT TO FUNCTION PROPERLY OR DUE TO ANY MALFUNCTION OF THE EQUIPMENT UPON WHATEVER CAUSE OF ACTION ANY CLAIM IS BASED, EXCEPT WHERE SUCH EXPENSE OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OSI.

THE CUMULATIVE LIABILITY OF OSI TO CUSTOMER FOR ALL CLAIMS RELATING TO ANY ITEM OF EQUIPMENT PURCHASED BY CUSTOMER FROM OSI (INCLUDING WITHOUT LIMITATION THE WARRANTY PROVIDED HEREIN) SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER FOR SUCH EQUIPMENT.

THE CUMULATIVE LIABILITY OF OSI TO CUSTOMER FOR ALL CLAIMS RELATING TO SERVICES PROVIDED BY OSI UNDER A SERVICE AGREEMENT IS LIMITED TO RESTORING THE EQUIPMENT TO GOOD OPERATING CONDITION. IF UNABLE TO SO RESTORE THE EQUIPMENT, OSI MAY, AT ITS OPTION, ELECT TO (A) REPLACE THE EQUIPMENT, OR (B) REFUND THE SERVICE FEE PAID BY CUSTOMER FOR THE THEN CURRENT TERM OF THE SERVICE AGREEMENT (I.E., THE INITIAL TERM STATED OR THE THEN-CURRENT ONE (1) YEAR RENEWAL TERM), WHICH SHALL BE CUSTOMER'S SOLE REMEDY THEREFOR. UNDER NO CIRCUMSTANCES SHALL OSI'S LIABILITY EXCEED THE AMOUNT OF THE REFUNDED SERVICE FEE FOR THE THEN-CURRENT TERM OF THE SERVICE AGREEMENT AS PROVIDED ABOVE. UNLESS AGREED IN WRITING, OSI SHALL NOT ASSUME THE EQUIPMENT WARRANTY OBLIGATIONS OF ANY MANUFACTURER.

IN NO EVENT SHALL OSI BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) RESULTING FROM ANY FAILURE OF THE EQUIPMENT TO FUNCTION PROPERLY, ANY TEMPORARY OR PERMANENT LOSS OF USE OF EQUIPMENT, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF OSI HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING WILL NOT APPLY TO DAMAGES FOR BODILY INJURY THAT, UNDER APPLICABLE LAW, CANNOT BE SO LIMITED. THE REMEDIES PROVIDED



FOR OR REFERENCED HEREIN ARE EXCLUSIVE. NOTWITHSTANDING THE FAILURE OR INEFFECTIVENESS OF ANY EXCLUSIVE REMEDY, CUSTOMER AND OSI WAIVE ALL OTHER LEGAL AND EQUITABLE REMEDIES. CUSTOMER ACKNOWLEDGES THAT THE PRICES AND FEES CHARGED HEREUNDER HAVE BEEN AGREED TO BY OSI IN RELIANCE ON THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SET FORTH HEREIN. THE LIMITATIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY IN ALL CASES.

9. Warranty Disclaimers.

THE WARRANTIES HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES OF OSI, AND OSI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR CAPACITY AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING, OR TRADE USAGE. OSI DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT SUBJECT TO A SERVICE AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE OR THAT OSI WILL CORRECT ALL MALFUNCTIONS.

THE WARRANTIES HEREUNDER GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO CERTAIN LIMITATIONS HEREUNDER MAY NOT APPLY IN ALL CASES.

10. Entire Agreement/Modifications. The Contract Documents and any exhibits incorporated therein constitute the entire agreement between the parties and supersede all prior agreements and understandings of the parties relating to the subject matter hereof. The Contract Documents may not be modified in any way except by an instrument in writing signed by each of the parties hereto.

11. Severable Provisions. If any provision of the Contract Documents is determined to be void, invalid or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless continue in full force and effect.

12. Successors. The provisions of the Contract Documents shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, executors, administrators and heirs.

13. Construction. Headings at the beginning of each paragraph and subparagraph herein are solely for the convenience of the parties and are not a part hereof. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. All exhibits referred to in or attached to the Contract Documents are incorporated by this reference. The parties agree that the rule that ambiguities are construed against the drafter of a writing shall not apply in any dispute arising out of the Contract Documents.

14. Signatures. The Contract Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of the Contract Documents are provided by one party to the other by facsimile or email transmission, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.



15. Governing Law. The parties expressly agree that (i) the Contract Documents shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of Ohio, without regard to the conflict of laws provisions thereof or the United Nations Convention on the International Sale of Goods, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of Ohio, regardless of their place of residence, and (iii) in any action arising in connection with the Equipment or the Contract Documents, venue shall be in the County of Santa Barbara, State of Ohio, United States of America.

16. Force Majeure. OSI shall not be liable to Customer for any losses or damages attributable to an event or circumstance which is beyond the reasonable control of OSI and without its fault (including, without limitation, effects of fire, strike, war, insurrection, terrorism, acts of God, civil or military authority, civil disturbance and government restriction or prohibition), and the performance of OSI's obligations hereunder shall be suspended during the existence of such cause.

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

Resolution

Number 24-1750

Adopted Date December 20, 2024

**AUTHORIZING ACCEPTANCE OF QUOTE FROM OSI GLOBAL IT- OSI HARDWARE
ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS OSI Hardware will provide Networking Equipment Hardware for Warren County Telecom for OT Network Core providing support for Warren County Facilities Management for Access Controls, HVAC Controls & Cameras, as indicated on the attached Quote# QUO-US114963 for purchase.

NOW THEREFORE BE IT RESOLVED, to accept Quote# QUO-US114963 from OSI Hardware on behalf of Warren County Telecommunications, as attached hereto and a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—OSI Global IT – OSI Hardware
Telecom (file)

OSIGlobalIT

Quote # 1



OSI Hardware, Inc.
606 Olive Street
Santa Barbara CA 93101
United States
Tax ID # 26-2884292

Date 9/19/2024
Quote # QUO-US114963

Expires 10/19/2024
Sales Rep Hunter Humphries
Sales Rep Phone (805) 586-2293
Sales Rep Email hunter@osiglobal.com

Bill To

Ship To

Qty	Displayed PID	Description	List Price	Unit Price	Ext. Price
2	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage.	28,637.65	10,880.00	21,760.00
2	C9K-F1-SSD-240G	Cisco pluggable SSD storage.	3,548.66	430.00	860.00
2	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling.	2,663.25	1,240.00	2,480.00
2	SFP-H25G-CU1M	Cisco 25GBASE-CR1 Copper Cable 1-meter	157.28	99.00	198.00
20	SFP-10/25G-LR-S	10/25GBASE-LR SFP28 Module	2,207.70	410.00	8,200.00
1	C9300X-24Y-E	Catalyst 9300 24-port 25G/10G/1G SFP28 with modular uplinks, Network Essentials	25,088.00	10,667.00	10,667.00
1	C9300X-NM-8Y	Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	2,558.00	1,200.00	1,200.00
1	PWR-C1-715WAC	715W AC Config 1 Power Supply	780.00	535.00	535.00
1	C9300-48P-E	Catalyst 9300 48-port PoE+, Network Essentials	11,945.20	4,350.00	4,350.00
1	C9300-NM-2Y	Catalyst 9300 2 x 25G Network Module	3,029.37	735.00	735.00
1	PWR-C1-715WAC	715W AC Config 1 Power Supply	780.00	535.00	535.00
Lifetime Warranty on all items listed unless specified per line item					

List Subtotal	158,348.25
Discount	67.5%

Subtotal	51,520.00
Shipping Cost (TBD)	0.00
Total	\$51,520.00

OSI's standard terms and conditions for the sale of equipment are incorporated by reference into this Quote and shall govern the sale of the products set forth above. Terms and conditions and warranty are posted at the following page: <https://osiglobal.com/terms-conditions/>



Quote #2

Network Craze Technologies

7037 Fly Rd
East Syracuse, NY 13057

Kimberlee Avery
☎ +1 315-989-8031
kavery@networkcraze.com

Requested By
WARREN COUNTY OHIO
Dustin Flint
(513) 695-2812
dustin.flint@wcoh.net

Bill To
WARREN COUNTY OHIO
Accounts Payable
Accountspayable@wcoh.net
500 Justice Dr
Lebanon, OH 45036

Ship To
WARREN COUNTY OHIO
Dustin Flint
406 Justice Drive
Lebanon, OH 45036

Quote # S21152

Expires 09/29/2024

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
C9500-48Y4C-A	Cisco Catalyst 9500 - Network Advantage - switch - L3 - managed - 48 x 25 Gigabit SFP28 - rack-mountable Lifetime Warranty with Advanced Replacement	2	\$ 11,200.00	\$ 22,400.00
PC-PTS-24X7X4	ProCare 24X7X4 Hardware Replacement, Software Support and 24 hour Technical Assistance (60 months) for mfg part # C9500-48Y4C-A	2	\$ 5,400.00	\$ 10,800.00
C9K-PWR- 650WAC-R	Cisco - Power supply - hot-plug / redundant (plug-in module) - AC 90-264 V - 650 Watt Lifetime Warranty with Advanced Replacement	2	\$ 1,200.00	\$ 2,400.00
C9K-F1-SSD- 240G	Cisco pluggable SSD storage - Refurbished.	2	\$ 895.00	\$ 1,790.00
SFP-10/25G-LR- S	Cisco - SFP28 transceiver module - 10 GigE, 25 Gigabit LAN - 25GBase-LR Lifetime Warranty with Advanced Replacement	20	\$ 750.00	\$ 15,000.00
C9300X-24Y-A	Cisco Catalyst 9300X - Network Advantage - switch - L3 - managed - 24 x 1/10/25 Gigabit SFP28 - rack- mountable	1	\$ 10,500.00	\$ 10,500.00
PWR-C1- 715WAC	Cisco 715WAC power supply Lifetime Warranty with Advanced Replacement	1	\$ 550.00	\$ 550.00
C9300X-NM-8Y	Catalyst 9300X 8 x 1G/10G/25G Network Module	1	\$ 1,150.00	\$ 1,150.00

Quote #2



Network Craze Technologies

7037 Fly Rd
East Syracuse, NY 13057

C9300-48P-E	Cisco Catalyst 9300 - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W) Lifetime Warranty with Advanced Replacement	1	\$ 4,500.00	\$ 4,500.00
PWR-C1-715WAC	Cisco 715WAC power supply Lifetime Warranty with Advanced Replacement	1	\$ 550.00	\$ 550.00
C9300-NM-2Y	Cisco - Expansion module - 25 Gigabit Ethernet x 2 - for Catalyst 9300 Lifetime Warranty with Advanced Replacement	1	\$ 1,675.00	\$ 1,675.00
QSFP-100G-CU1M	Cisco 100GBASE-CR4 Passive Copper Cable - Direct attach cable - QSFP to QSFP - 3.3 ft - twinaxial - passive Lifetime Warranty with Advanced Replacement	2	\$ 220.00	\$ 440.00
SFP-H10GB-CU1M	SFP+ COPPER TWINAX CABLE, 1M Lifetime Warranty with Advanced Replacement	1	\$ 50.00	\$ 50.00

Free ground shipping.

Free AirPods Max with your order over \$50,000.

Freight	\$ 0.00
Taxes on \$ 70,015.00	\$ 3,997.03
Total	\$ 75,802.03

NET 30

Terms and Conditions:

Network Craze Technologies Inc. is an Independent reseller of Cisco and Avaya products. All warranties are provided through Network Craze Technologies Inc. All logos and trademarks are property of their respective owners. Prices are subject to change based upon total purchase and product availability. Network Craze Technologies inc, shall not be liable for loss of profits, business, goodwill, data, Interruption of business, nor for incidental damages related to this agreement. Payment terms are subject to credit approval. Terms are net 30 for customers with approved credit. A 3% convenience fee will be charged for credit card orders.







Quote #3

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Enter CDW# or MFG# Add

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <p>Cisco Catalyst 9500 - Network Advantage - switch - 48 ports - managed - rac MFG Part: C9500-48Y4C-A CDW Part: 5638489 UNSPSC:</p>	<p>2-4+ Days Expected in-stock date for this item is between 2-4 days. Item will ship once it is in stock.</p>	<p>\$29,792.28 \$18,411.37 Ohio State Term Schedule CDW- G # 534605</p>	2	\$36,822.74
Top Recommendations				
 <p>Cisco - power supply - redundant - 650 Watt MFG Part: C9K-PWR-650WAC-R/2 CDW Part: 5071935 UNSPSC:</p>	<p>Item Backordered This item will ship once it is in stock.</p>	<p>\$1,838.98 \$1,774.03 Ohio State Term Schedule CDW- G # 534605</p>	2	\$3,548.06
Top Recommendations				
 <p>Cisco - SFP28 transceiver module - 10GbE, 25GbE MFG Part: SFP-10725G-LR-S- CDW Part: 6069641 UNSPSC:</p>	<p>In Stock Get it Fri, Sep 06</p>	<p>\$1,947.11 \$1,771.87 Ohio State Term Schedule CDW- G # 534605</p>	20	\$35,437.40
Top Recommendations				
 <p>Cisco Catalyst 9300X - Network Advantage - switch - 24 ports - managed - ra MFG Part: C9300X-24Y-A CDW Part: 6522475 UNSPSC:</p>	<p>Item Backordered This item will ship once it is in stock.</p>	<p>\$20,991.36 \$19,102.15 Ohio State Term Schedule CDW- G # 534605</p>	1	\$19,102.15
Top Recommendations				
 <p>Cisco Catalyst 9300 Series Network Module - expansion module - 1Gb Ethernet MFG Part: C9300X-NM-SY CDW Part: 6940383 UNSPSC:</p>	<p>Item Backordered This item will ship once it is in stock.</p>	<p>\$3,141.69 \$1,948.87 Ohio State Term Schedule CDW- G # 534605</p>	1	\$1,948.87
Top Recommendations				
 <p>Cisco Catalyst 9300 - Network Essentials - Switch - 48 Ports - Managed MFG Part: C9300-48P-E CDW Part: 4696730 UNSPSC:</p>	<p>2-4+ Days Expected in-stock date for this item is between 2-4 days. Item will ship once it is in stock.</p>	<p>\$6,922.64 \$6,299.60 Ohio State Term Schedule CDW- G # 534605</p>	1	\$6,299.60
Top Recommendations				

Order Summary

Subtotal: \$107,464.98

Tax and Shipping calculated at checkout.

Lease Option Pricing ?
\$3,041.26 / Month

Checkout

CDW-G is State Term # CDW-G # 534605

Quote#3



Cisco Config 1 - power supply - hot-plug / redundant - 715 Watt

MFG Part: PWR-C1-715WAC-P= CDW Part: 5491592 UNSPSC:

2-4+ Days Expected in-stock date for this item is between 2-4 days. Item will ship once it is in stock.

\$1,927.42 \$991.46 Ohio State Term Schedule CDW-G # 534605

2 \$1,982.92

Top Recommendations



Cisco - expansion module - 25 Ggabit Ethernet X2

MFG Part: C9300-NM-2Y CDW Part: 5290618 UNSPSC:

4-6+ Weeks Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.

\$2,150.60 \$1,957.04 Ohio State Term Schedule CDW-G # 534605

1 \$1,957.04

Top Recommendations



Cisco 100GBASE-CR4 Passive Copper Cable - direct attach cable - 3.3 ft

MFG Part: QSFP-100G-CU1M= CDW Part: 4910100 UNSPSC: 26121609

4-6+ Weeks Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.

\$161.59 \$140.58 Ohio State Term Schedule CDW-G # 534605

2 \$281.16

Top Recommendations



Cisco SFP+ 3.3' Twinaxial Cable

MFG Part: SFP-H10GB-CU1M= CDW Part: 1619518 UNSPSC: 26121609

In Stock Get it Fri, Sep 06 if ordered within 10 hrs 45 mins.

\$97.75 \$85.04 Ohio State Term Schedule CDW-G # 534605

1 \$85.04

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Standard Purchase Terms & Conditions

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney

1. **Purpose.** The provisions contained in these Standard Terms and Conditions (the "Standard Provisions") set forth the terms and conditions that apply to (a) all sales of equipment ("Equipment") by OSI Hardware, Inc., a California corporation ("OSI"), to its customer ("Customer") and (b) all Equipment Service Agreements between OSI and its Customer ("Service Agreements"). These Standard Provisions supplement the terms of any written quotes provided by OSI to Customer and the terms of any purchase orders provided by Customer to OSI. These Standard Provisions, together with any quotes and purchase orders, are collectively referred to herein as the "Contract Documents." In the event of any inconsistencies between these Standard Provisions and the terms of any written quote provided by OSI, the terms of the written quote shall apply and be controlling. In the event of any inconsistencies between these Standard Provisions and the terms of any purchase order provided by Customer to OSI, the terms of these Standard Provisions shall apply and be controlling.

2. **Late Fees.** If Customer fails to make any payment to OSI when due, OSI shall be entitled interest at the rate of the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law, in addition to any other costs associated with the collection thereof.

3. **Returns.** Any Equipment purchased from OSI may be returned for a full refund within thirty (30) days from the date of delivery, subject to a twenty percent (20%) restocking fee. Notwithstanding the foregoing, returns shall not be permitted for software, Equipment replaced under warranty, new Equipment, special orders, or Equipment purchased by a wholesale customer for the purpose of resale. Equipment which is not received by OSI within thirty (30) days after the date of the original delivery to Customer shall not be eligible for a refund. All Equipment returns, including returns of Equipment replaced by OSI under a Service Agreement shall be made in accordance with the Equipment Return Procedures set forth below.

4. **Warranty.** OSI warrants that the Equipment shall be free from defects in materials and workmanship, excluding normal wear and tear, as more particularly set forth and subject to the limitations herein. For retail end users of Equipment, the warranty shall remain in effect for the lifetime of the Equipment pursuant to the Advance Replacement Warranty and Lifetime Replacement Warranty provisions set forth below. For wholesale Customers purchasing Equipment for the purpose of resale, the warranty shall remain in effect for a period of ninety (90) days pursuant to the Wholesale Warranty provisions set forth below.

a. **Advance Replacement Warranty.** For a period of one (1) year from the date of delivery to Customer, OSI agrees to provide advance replacements for any defective items of Equipment. OSI shall, within twenty-four (24) hours of being notified by Customer of a suspected Equipment defect, use its commercially reasonable best efforts to (i) attempt to resolve the problems through troubleshooting, and (ii) for any Equipment determined, in OSI's sole discretion, to be defective, ship suitable replacement Equipment to Customer via expedited delivery service.

b. **Lifetime Replacement Warranty.** After one (1) year from the date of delivery to Customer, OSI agrees to repair or replace any defective items of Equipment. OSI shall, within seven (7) business days of receipt of the returned Equipment, use its commercially reasonable best efforts to (i) determine, in OSI's sole discretion, whether the Equipment is defective, (ii) make required repairs, where repairs are feasible, and (iii) ship the repaired Equipment or a suitable replacement to Customer via standard delivery service.

c. **Wholesale Warranty.** For a period of ninety (90) days from the date of delivery to a wholesale Customer purchasing Equipment for the purpose of resale, OSI agrees to repair or replace any defective items of Equipment. OSI shall, within seven (7) business days of receipt of the returned Equipment, use its commercially reasonable best efforts to (i) determine, in OSI's sole discretion, whether the Equipment is



defective, (ii) make required repairs, where repairs are feasible, and (iii) ship the repaired Equipment or a suitable replacement to Customer via standard delivery service.

d. **Shipping.** Shipments by OSI will be sent by UPS, FedEx or other provider of OSI's choice with shipping costs to be paid by OSI. For international deliveries, shipments will be sent delivery duty unpaid (DDU), with freight prepaid by OSI, excluding import duties, taxes and fees, where applicable.

e. **Limitations on Warranties.** The following limitations and requirements apply to this Section 4:

i. Technical support by OSI shall be limited to determining whether an Equipment defect exists.

ii. The warranty hereunder does not apply to any Equipment failure resulting from misuse, abuse, neglect or mishandling, failure to use the Equipment with due care and in accordance with all recommendations of OSI and the manufacturer, damage from accident or casualty, including fire, flood or natural disaster, improper installation, configuration, maintenance, operation, modifications or adjustments, incorrect environment, or electrical issues such as lightning, power surges, incorrect electrical voltages or other electrical stress.

iii. The warranty hereunder does not apply in the event Equipment fails to perform properly or becomes incompatible due to software or code changes.

iv. OSI shall have no obligation to replace Equipment nor to compensate or reimburse Customer for licenses, upgrades or software installed by Customer on Equipment which is subsequently returned to OSI.

v. If OSI is unable to repair any item of defective Equipment covered by warranty or replace the Equipment with the same product, OSI may satisfy its warranty obligations by providing replacement Equipment which offers a comparable level of functionality.

vi. If, despite its commercially reasonable good faith efforts, OSI is unable to repair any item of defective Equipment covered by warranty or replace the Equipment with the same product or with Equipment offering a comparable level of functionality, OSI shall refund the original purchase price, in which event OSI shall have no further liability to Customer hereunder.

vii. OSI shall have no liability to Customer if, despite its commercially reasonable good faith efforts, OSI is unable to make shipments within the times specified under Section 4.a, 4.b or 4.c above.

viii. The warranty hereunder applies only to the original purchaser of the Equipment from OSI. The warranty shall terminate if the Equipment is sold or otherwise transferred to another party.

5. Return Procedures. The following procedures apply to all Customer returns of (i) non-defective Equipment within thirty (30) days of delivery ("Non-Warranty Returns"), (ii) defective Equipment within one (1) year from the date of delivery ("Advance Replacement Returns"), (iii) defective Equipment after one (1) year from the date of delivery ("Lifetime Warranty Returns"), (iv) defective Equipment within ninety (90) days from the date of delivery where the Equipment was purchased by a wholesale Customer for the purpose of resale ("Wholesale Warranty Returns"), and (v) Equipment that is subject to a Service Agreement that cannot be repaired with the assistance of OSI's technical support personnel and requires replacement ("Service Agreement Returns").

a. **Procedures Applicable to all Returns.**



i. Prior to returning any Equipment, Customer must contact its OSI account representative. OSI will attempt to troubleshoot and resolve any problems reported by Customer. If the problems cannot be resolved, OSI will issue a return merchandise authorization ("RMA") number.

ii. Customer will be responsible for repackaging the Equipment in a manner which fully protects it from damage during shipping and arranging for shipping to the location designated by OSI.

iii. Customer must include the RMA number on the shipping label.

iv. All Equipment must be returned in the same condition in which it was originally delivered, reasonable wear and tear excluded.

v. All returned Equipment becomes the property of OSI.

b. Non-Warranty Returns.

i. All Non-Warranty Returns must be received by OSI within thirty (30) days of the date of the original delivery to Customer.

ii. Shipping costs for Non-Warranty Returns will be paid by Customer.

c. Advance Replacement Returns.

iii. Upon the issuance of a RMA number for an Advance Replacement Return, OSI will send Customer a label for shipping by UPS, FedEx or other provider of OSI's choice.

iv. All Advance Replacement Returns must be received by OSI within fourteen (14) days of the date that the replacement Equipment is delivered to Customer.

v. If an Advance Replacement Return is not received by OSI within fourteen (14) days of the date that the replacement Equipment is delivered to Customer, Customer will be charged the full purchase price for both the original Equipment and the replacement Equipment.

vi. Shipping costs for Advance Replacement Returns will be paid by OSI.

d. Lifetime and Wholesale Warranty Returns.

i. Upon the issuance of a RMA number for a Lifetime Warranty Return or a Wholesale Warranty Return, OSI will send Customer a label for shipping by UPS, FedEx or other provider of OSI's choice.

ii. All Lifetime and Wholesale Warranty Returns must be received by OSI within fourteen (14) days of the date that the RMA number is issued by OSI.

iii. If a Lifetime or Wholesale Warranty Return is not received by OSI within fourteen (14) days of the date that the RMA number is issued by OSI, Customer shall not be entitled to return the Equipment for replacement under warranty unless Customer first obtains a new RMA number from OSI.

iv. Shipping costs for Lifetime and Wholesale Warranty Returns will be paid by OSI.

e. Service Agreement Returns.



i. Upon the issuance of a RMA number for a Service Agreement Return, OSI will send Customer a label for shipping by UPS, FedEx or other provider of OSI's choice.

ii. Replaced Equipment must be received by OSI within fourteen (14) days of the date that the replacement Equipment is delivered to Customer.

iii. If the replaced Equipment is not received by OSI within fourteen (14) days of the date that the replacement Equipment is delivered to Customer, Customer will be charged the full purchase price for the replacement Equipment. If such purchase price is not paid and OSI terminates the Service Agreement an account of such non-payment, the purchase price may be applied against the fees paid to OSI by Customer.

iv. Shipping costs for Service Agreement Returns will be paid by OSI.

6. **Licensing.** Customer acknowledges and agrees that (i) software installed on used Equipment does not come with a manufacturer's license, and (ii) it shall be Customer's responsibility to contact the manufacturer to determine the licensing requirements applicable to any used Equipment purchased from OSI.

7. **Equipment Service Agreements.**

a. **Services Provided by OSI.** For any Equipment covered by a Service Agreement, OSI will provide technical support services at the agreed service level (i.e., 8x5xNBD Service or 24x7xNBD Service) and, when required, replacement of Equipment, as more particularly described herein. All additions or deletions of Equipment covered by a Service Agreement are subject to OSI's approval, and require at least thirty (30) days prior written notice.

i. **Technical Support.** For covered Equipment, OSI's technical support personnel will assist Customer by telephone or email in diagnosing Equipment failures and in making repairs and replacing failed parts.

ii. **Equipment Replacement.** If the Equipment cannot be repaired with the assistance of OSI's technical support personnel, OSI will ship the necessary replacement parts to Customer at no cost, with shipping charges prepaid. Replacement parts are provided on an exchange basis only, and replaced Equipment become the property of OSI. OSI shall only stock replacement parts in accordance with the original standard configurations for each item of Equipment, unless otherwise specified.

b. **Equipment Service Limitations.** Services provided by OSI pursuant to a Service Agreement shall be subject to the following limitations:

i. Technical support services and Equipment replacements due to the following causes are subject to additional charges, unless otherwise agreed to by OSI in writing: (a) negligence of Customer or of any third party; (b) Equipment misuse, neglect, mishandling or abuse, including failure to install, operate, configure, and maintain the Equipment in accordance with the specifications of the original equipment manufacturer ("OEM"); (c) movement, transportation, or reconfiguration of the Equipment not in accordance with the OEM's specifications; (d) maintenance or repair of the Equipment by any party other than a properly qualified technician; (e) failure or fluctuation of electrical power, or inadequate cooling; or (f) damage ordinarily covered by insurance including damage from accident or casualty, such as fire, flood, or natural disaster.

ii. The obligations of OSI hereunder do not apply in the event Equipment fails to perform properly or becomes incompatible due to software or code changes.



iii. OSI obligations hereunder do not apply to Equipment where new licenses, upgrades or software have been installed after the commencement of the term of the Service Agreement unless the same have been approved by OSI in writing.

iv. OSI shall have no obligation to replace Equipment nor to compensate or reimburse Customer for licenses, upgrades or software installed by Customer on Equipment which is subsequently returned to OSI.

v. OSI is not required to provide replacement Equipment that is identical to the Equipment replaced, but may satisfy its obligations hereunder by providing replacement Equipment which offers a comparable level of functionality.

vi. OSI's technical support personnel provide technical support and guidance in installing publicly available software patches, upgrades and enhancements only. OSI's services do not otherwise extend to addressing software issues, and OSI does not assume the software warranty obligations of any manufacturer or maintain software of any kind pursuant.

vii. OSI's services do not include onsite repairs of Equipment, or the installation of replacement parts or Equipment.

c. **Customer Obligations.** Customer agrees to maintain the site where the Equipment is located in accordance with the OEM's then-current specifications. Customer is responsible for having available personnel trained in appropriate hardware problem diagnosis, Equipment repair, and component exchange and replacement. Customer is also responsible for: (i) safeguarding all programs, data and removable storage media before OSI support services begin; and (ii) providing all software support for the services performed by OSI, including but not limited to reloading programs and data, system recovery, disk initialization and proper application and recovery routines and procedures after the completion of OSI support services. Customer acknowledges that OSI does not assume the costs or risks associated with such activities. Customer is solely responsible for maintaining a right-to-use license and for paying all right-to-use license fees and software media expenses. Customer will be responsible for any software replacements or upgrades required as a result of the replacement of Equipment by OSI.

d. **Condition of Equipment.** Customer agrees, represents and warrants that, to the best of Customer's knowledge after making reasonable inquiries, investigations and tests, as of the commencement of the term of the Service Agreement, the Equipment is in normal operating condition and is free of damage and defects. Customer agrees to allow OSI to conduct an on-site inspection of the Equipment to confirm that it is in normal operating condition, to inventory the configuration and to obtain component serial numbers. Any service necessary to return Equipment to normal operating condition as of the commencement of this Agreement is Customer's responsibility.

e. **Appointment of OSI as Agent.** Customer hereby appoints OSI as its agent for purposes of obtaining warranty and technical assistance on its behalf for the Equipment covered hereunder. The designation of agency specifically does NOT authorize OSI to contractually or financially bind Customer without Customer's prior written consent.

f. **Equipment Replacement.** If the Equipment cannot be repaired with the assistance of OSI's technical support personnel, OSI will ship the necessary replacement parts to Customer, and Customer agrees to return the replaced Equipment to OSI in accordance with the Equipment return procedures set forth in Section 5, above.

g. **Term.** Upon the expiration of the initial term of the Service Agreement, the Service Agreement shall automatically renew for successive terms of one (1) year each unless either party notifies the other in writing



of its intent not to renew, at least thirty (30) days prior to the expiration of the then-current term. OSI may adjust the service fee payable during any renewal term, which fee shall be reflected in the invoice provided by OSI. Either party may terminate the Service Agreement upon thirty (30) days written notice in the event of a material breach hereof by the other party, provided that such breach has not been cured within thirty (30) days after delivery of said notice.

h. **Fees.** Customer agrees to pay OSI the required service fee within thirty (30) days after the date on which the Service Agreement is entered into. Not less than forty-five (45) days prior to the expiration of the initial term and any renewal term of the Service Agreement, OSI will send Customer an invoice for the service fee payable during the renewed term. Customer agrees to pay the service fee stated in the invoice within thirty (30) days after the commencement of the renewal term. Customer is responsible for any applicable taxes on all fees. OSI is not responsible for performance of services hereunder until it has received payment. Any start of performance shall not be deemed receipt of payment, nor shall OSI be obligated to perform any further services until actual receipt of payment. OSI may, in its sole discretion and without advance notice, terminate or suspend services in the event Customer is delinquent in the payment of any amount due to OSI for a period in excess of thirty (30) days from the due date.

i. **Subcontracting.** OSI may subcontract the services to be provided by it pursuant to the Service Agreement, or portions thereof, to third-party service providers. If so subcontracted, OSI shall remain primarily responsible for providing the services.

8. **Limitations of Remedies/Liability.**

OSI SHALL NOT BE LIABLE FOR ANY EXPENSE OR DAMAGE INCURRED BY CUSTOMER, WHETHER INTERNAL TO CUSTOMER OR PAID BY CUSTOMER TO ANY THIRD PARTY, FROM A FAILURE OF ANY EQUIPMENT TO FUNCTION PROPERLY OR DUE TO ANY MALFUNCTION OF THE EQUIPMENT UPON WHATEVER CAUSE OF ACTION ANY CLAIM IS BASED, EXCEPT WHERE SUCH EXPENSE OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OSI.

THE CUMULATIVE LIABILITY OF OSI TO CUSTOMER FOR ALL CLAIMS RELATING TO ANY ITEM OF EQUIPMENT PURCHASED BY CUSTOMER FROM OSI (INCLUDING WITHOUT LIMITATION THE WARRANTY PROVIDED HEREIN) SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER FOR SUCH EQUIPMENT.

THE CUMULATIVE LIABILITY OF OSI TO CUSTOMER FOR ALL CLAIMS RELATING TO SERVICES PROVIDED BY OSI UNDER A SERVICE AGREEMENT IS LIMITED TO RESTORING THE EQUIPMENT TO GOOD OPERATING CONDITION. IF UNABLE TO SO RESTORE THE EQUIPMENT, OSI MAY, AT ITS OPTION, ELECT TO (A) REPLACE THE EQUIPMENT, OR (B) REFUND THE SERVICE FEE PAID BY CUSTOMER FOR THE THEN CURRENT TERM OF THE SERVICE AGREEMENT (I.E., THE INITIAL TERM STATED OR THE THEN-CURRENT ONE (1) YEAR RENEWAL TERM), WHICH SHALL BE CUSTOMER'S SOLE REMEDY THEREFOR. UNDER NO CIRCUMSTANCES SHALL OSI'S LIABILITY EXCEED THE AMOUNT OF THE REFUNDED SERVICE FEE FOR THE THEN-CURRENT TERM OF THE SERVICE AGREEMENT AS PROVIDED ABOVE. UNLESS AGREED IN WRITING, OSI SHALL NOT ASSUME THE EQUIPMENT WARRANTY OBLIGATIONS OF ANY MANUFACTURER.

IN NO EVENT SHALL OSI BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) RESULTING FROM ANY FAILURE OF THE EQUIPMENT TO FUNCTION PROPERLY, ANY TEMPORARY OR PERMANENT LOSS OF USE OF EQUIPMENT, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF OSI HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING WILL NOT APPLY TO DAMAGES FOR BODILY INJURY THAT, UNDER APPLICABLE LAW, CANNOT BE SO LIMITED. THE REMEDIES PROVIDED



FOR OR REFERENCED HEREIN ARE EXCLUSIVE. NOTWITHSTANDING THE FAILURE OR INEFFECTIVENESS OF ANY EXCLUSIVE REMEDY, CUSTOMER AND OSI WAIVE ALL OTHER LEGAL AND EQUITABLE REMEDIES. CUSTOMER ACKNOWLEDGES THAT THE PRICES AND FEES CHARGED HEREUNDER HAVE BEEN AGREED TO BY OSI IN RELIANCE ON THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SET FORTH HEREIN. THE LIMITATIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY IN ALL CASES.

9. Warranty Disclaimers.

THE WARRANTIES HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES OF OSI, AND OSI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR CAPACITY AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING, OR TRADE USAGE. OSI DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT SUBJECT TO A SERVICE AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE OR THAT OSI WILL CORRECT ALL MALFUNCTIONS.

THE WARRANTIES HEREUNDER GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO CERTAIN LIMITATIONS HEREUNDER MAY NOT APPLY IN ALL CASES.

10. Entire Agreement/Modifications. The Contract Documents and any exhibits incorporated therein constitute the entire agreement between the parties and supersede all prior agreements and understandings of the parties relating to the subject matter hereof. The Contract Documents may not be modified in any way except by an instrument in writing signed by each of the parties hereto.

11. Severable Provisions. If any provision of the Contract Documents is determined to be void, invalid or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless continue in full force and effect.

12. Successors. The provisions of the Contract Documents shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, executors, administrators and heirs.

13. Construction. Headings at the beginning of each paragraph and subparagraph herein are solely for the convenience of the parties and are not a part hereof. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. All exhibits referred to in or attached to the Contract Documents are incorporated by this reference. The parties agree that the rule that ambiguities are construed against the drafter of a writing shall not apply in any dispute arising out of the Contract Documents.

14. Signatures. The Contract Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of the Contract Documents are provided by one party to the other by facsimile or email transmission, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.



15. Governing Law. The parties expressly agree that (i) the Contract Documents shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of Ohio, without regard to the conflict of laws provisions thereof or the United Nations Convention on the International Sale of Goods, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of Ohio, regardless of their place of residence, and (iii) in any action arising in connection with the Equipment or the Contract Documents, venue shall be in the County of Santa Barbara, State of Ohio, United States of America.

16. Force Majeure. OSI shall not be liable to Customer for any losses or damages attributable to an event or circumstance which is beyond the reasonable control of OSI and without its fault (including, without limitation, effects of fire, strike, war, insurrection, terrorism, acts of God, civil or military authority, civil disturbance and government restriction or prohibition), and the performance of OSI's obligations hereunder shall be suspended during the existence of such cause.

Resolution

Number 24-1751

Adopted Date December 20, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM OSI GLOBAL IT- OSI HARDWARE (SYSTAIN) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, OSI Hardware (SYSTAIN) will provide Software 5-Year Support for Warren County Telecom to support the OT Network Core providing support for Warren County Facilities Management for Access Controls, HVAC Controls & Cameras , as indicated on the attached Quote# OPP-US6232 for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept Quote# OPP-US6232 from OSI Hardware (SYSTAIN) on behalf of Warren County Telecommunications, as attached hereto and a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—OSI Global IT – OSI Hardware
Telecom (file)

1751

This is Osi Hardware
V# 4762

sustain

an OSI Global IT Service

606 Olive Street
Santa Barbara, CA 93101
United States
Hunter Humphries
Hunter@osiglobal.com
(949-292-5751)

PREPARED FOR: Warren County Ohio Telecom
QUOTE NUMBER: OPP-US6232
QUOTE DATE: 5-Sep-2024
QUOTE EXPIRATION DATE: 4-Nov-2024
QUOTE TERM MONTHS: 60
QUOTE TYPE: NEW
QUOTE TOTAL: \$13,000.00

LINE	OEM	MODEL	SERIAL NUMBER	DEVICE NAME	
1	Cisco	C9500-48Y4C-A	HWSALETBD1		9/15/2024
2	Cisco	C9500-48Y4C-A	HWSALETBD2		9/15/2024

~~*~~ 5 years
Software
Support
For Networking
Equipment
on Quote #
QUO-US114963

CONTRACT ID DATE	\$ SYSTEM ANNUAL PRICE/FEE	\$ SYSTEM YEAR PRICE FEE	OS NOTES	INSTALL ADDRESS
9/14/2029	\$1,300.00	\$6,500.00		500 Justice Dr Lower Level
9/14/2029	\$1,300.00	\$6,500.00		500 Justice Dr Lower Level

INSTALL CITY	INSTALL STATE	INSTALL ZIP	INSTALL COUNTRY
Lebanon	Ohio	45036	United States
Lebanon	Ohio	45036	United States



APPROVED AS TO FORM


Adam M. Nice

Asst. Prosecuting Attorney

TERMS & CONDITIONS OF SYSTAIN MAINTENANCE SERVICES DELIVERY

1. SERVICES: For the covered equipment described above (the "Equipment"), OSI Hardware will provide technical support services at the level identified above and, when required, replacement of Equipment, as more particularly described in this Agreement. All additions or deletions of Equipment are subject to OSI Hardware's approval as outlined in Section 6 below.

- a) **Technical Support:** For covered Equipment, OSI Hardware's technical support personnel will assist you by telephone or email in diagnosing Equipment failures and in making repairs and replacing failed parts.
- b) **Equipment Replacement:** If the Equipment cannot be repaired with the assistance of OSI Hardware's technical support personnel, OSI Hardware will ship the necessary replacement parts to you at no cost, with shipping charges prepaid. Replacement parts are provided on an exchange basis only, and replaced Equipment become the property of OSI Hardware. OSI Hardware shall only stock replacement parts in accordance with the original standard configurations for each item of Equipment, unless otherwise specified.
- c) OSI Hardware may subcontract the services to be provided by it hereunder, or portions thereof, to third-party service providers. If so subcontracted, OSI Hardware shall remain primarily responsible for providing the services.

2. LIMITATIONS: The services provided by OSI Hardware pursuant to this Agreement shall be subject to the following limitations:

- a) Technical support services and Equipment replacements due to the following causes are subject to additional charges, unless otherwise agreed to by OSI Hardware in writing: (i) your, or any third party's negligence; (ii) Equipment misuse, neglect, mishandling or abuse, including failure to install, operate, configure, and maintain the Equipment in accordance with the specifications of the original equipment manufacturer ("OEM"); (iii) movement, transportation, or reconfiguration of the Equipment not in accordance with the OEM's specifications; (iv) maintenance or repair of the Equipment by any party other than a properly qualified technician; (v) failure or fluctuation of electrical power, or inadequate cooling; or (vi) damage ordinarily covered by insurance including damage from accident or casualty, such as fire, flood, or natural disaster.
- b) OSI Hardware is not responsible for the replacement of consumables (e.g. ribbons, ink, batteries, and other such supplies) that are "consumed" and/or used by the Equipment and are the Customer's sole and absolute responsibility. Requests for replacement of consumable equipment will be treated as outside of the scope of this agreement and

subject to Time and Material charges.

- c) The obligations of OSI Hardware hereunder do not apply in the event Equipment fails to perform properly or becomes incompatible due to software, firmware, or code changes.
- d) OSI Hardware's obligations hereunder do not apply to Equipment where new licenses, upgrades or software have been installed after the commencement of the term hereof unless the same have been approved by OSI in writing.
- e) OSI Hardware shall have no obligation to replace Equipment nor to compensate or reimburse Customer for licenses, upgrades or software installed by Customer on Equipment which is subsequently returned to OSI.
- f) OSI Hardware is not required to provide replacement Equipment that is identical to the Equipment replaced but may satisfy its obligations hereunder by providing replacement Equipment which offers a comparable level of functionality.
- g) OSI Hardware's technical support personnel provide technical support for hardware break-fix issues only and the services provided hereunder do not otherwise extend to addressing software or firmware issues. OSI Hardware may, at its discretion, assist the customer with the installation and configuration of publicly available software or firmware provided the customer is legally entitled to their use. The Customer represents and warrants that it has all proper level rights, title, and license to all hardware, software, and/or passwords of the Equipment accesses pursuant to the provision of the services. The Customer is solely and absolutely responsible for obtaining any and all software and firmware updates and upgrades and obtaining non-publicly available OEM Intellectual Property of all the Equipment.

3. CUSTOMER OBLIGATIONS:

- a) The Customer acknowledges that all the Equipment identified in OSI Hardware's quotation and/or SOW are completely functional at the commencement of the Services. Any Equipment discovered to be non-functional at the commencement of the Services shall be subject to Time and Material charges, payable by the Customer, in order to restore functionality to the Equipment.
- b) The Customer is responsible for maintaining proper and accessible backups of all data, software, and firmware for the Equipment. OSI Hardware shall not be responsible for any data losses or interruption of services or access to systems experienced by the Customer.
- c) The Customer shall provide OSI Hardware with all detailed hardware and software configurations for the Equipment required by the Company and suitable for determining the exact types and quantities of Field Replaceable Units (i.e. spare parts) ("FRU") required to meet

the Customer's Services requirements. If the Customer is unable to provide the required information to the Company, the Company shall stock the required FRUs on a best effort basis.

- d) The Customer shall provide OSI Hardware, its employees, agents, consultants or subcontractors with access to the Customer's premises, office accommodation and any other facilities as reasonably required by the Company to provide the Services. The Customer shall provide the Company with such information and material which may reasonably be required by the Company to provide the Services and ensure that such information is accurate in all material respects. The Customer represents and warrants that all of the information provided by the Customer to the Company (including without limitation personal particulars and contact information) is accurate and complete.
- e) If OSI Hardware's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer's Default"), OSI Hardware shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer's Default, and to rely on the Customer's Default to relieve it from the performance of any of its obligations to the extent the Customer's Default prevents or delays OSI Hardware's performance of any of its obligations for the Services; and OSI Hardware shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from OSI Hardware's failure or delay to perform any of its obligations for the Services as set out in this Clause. Further, the Customer shall reimburse OSI Hardware upon demand in Writing for any costs or losses sustained or incurred arising directly or indirectly from the Customer's Default.
- f) The Customer agrees that it shall at all times comply with all applicable laws.

4. APPOINTMENT OF OSI HARDWARE AS AGENT:

The Customer appoints OSI Hardware as its authorized agent representing the Customer, as required, while conducting certain business activities relating to the support and maintenance of the Equipment. The Customer grants OSI Hardware the authorization to facilitate any hardware warranty support with the Original Equipment Manufacturer ("OEM"). The Customer further grants OSI Hardware the authorization to act on the Customer's behalf with all the rights and privileges entitled to the Customer by the OEM, including, hardware warranty services, software patch management and application, and any other service, including access to OEM's proprietary information to which the Customer is entitled. OSI Hardware and the Customer agree that the same protections and confidentiality provided by Customer to the OEM will also be provided by the Company, acting on the Customer's behalf. No rights or license are transferred or assigned by these Conditions. OSI Hardware is simply designated as a *bona fide* agent to act on the Customer's behalf to the OEM in order to provide the Services for the Equipment.

5. TERM:

This Agreement shall be for the initial term stated above. Upon the expiration of the initial term, this Agreement shall automatically renew for successive terms of one (1) year each unless either party notifies the other in writing of its intent not to renew, at least thirty (30) days prior to the expiration of the then-current term. OSI Hardware may adjust the service fee payable during any renewal term, which fee shall be reflected in the invoice provided for under Section 6 below. Either party may terminate this Agreement upon thirty (30) days written notice in the event of a material breach hereof by the other party, provided that such breach has not been cured within thirty (30) days after delivery of said notice.

6. FEES:

- a) The price of the Services shall be as set forth in OSI Hardware's quotations and/or SOW for the Order. OSI Hardware reserves the right, by giving reasonable notice to the Customer in Writing at any time before the Services delivery, to increase the price of the in Services in an Order to reflect any increase in the cost to OSI Hardware which is due to any factor beyond the control of OSI Hardware (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the OSI Hardware adequate information or instructions.
- b) The Customer may add equipment to support at any time during the duration of this agreement, subject to OSI Hardware's quotation and/or SOW for the Order. Additionally, the Customer may remove equipment from support if the equipment is decommissioned and no longer in use. Equipment removals require at least thirty days' advance notice before taking effect and must not represent more than 20% of the total value of the existing contract. Customer will receive a pro rata credit for any fees paid in advance for removed equipment.
- c) OSI Hardware shall be entitled to render an invoice to the Customer in respect of the Services, at any time on or after completion of the Services. Unless otherwise states on the invoice, payment of the Customer's invoices are net due in full within 30 days of the invoice date. The time of payment shall be of essence under these Conditions.
- d) All fees provided under an Order are exclusive of and do not include any and all taxes and duties, however designated or levied, including, without limitation, any personal property, retail sales, goods and services, use or value added taxes in force now or in the future. Each invoice rendered by OSI Hardware to the Customer will state separately the applicable taxes owed by Customer.
- e) If the Customer fails to make any payment on the due date, then without prejudice to any other rights or remedies available to OSI Hardware, OSI Hardware shall be entitled to:

- a. cancel these Conditions or suspend any further performance of any Services for the Customer until after payment has been received by OSI Hardware;
- b. appropriate any payment made by the Customer (under any other Contract between the Customer and OSI Hardware) for the Services as the OSI Hardware may think fit (notwithstanding any purported appropriation by the Customer); and
- c. charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per annum above OSI Hardware's current bank's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

7. TERMINATION:

- a) **Termination in case of Bankruptcy:** OSI Hardware and the Customer shall each have the right at their option to terminate these Conditions and all Services thereunder by giving notice to the other in writing in the event the other shall be adjudicated bankrupt or shall petition for consent to any relief under any bankruptcy, reorganization, receivership, liquidation, compromise, or any moratorium statute, whether now or hereafter in effect, or shall petition for the appointment of a receiver, liquidator, trustee, or custodian for all or a substantial part of its assets, or if a receiver, liquidator, trustee, or custodian is appointed for all or a substantial part of its assets and is not discharged within thirty (30) days after the date of such appointment.
- b) **Curable Events of Termination:** Either party shall have the right to terminate these Conditions and all Services thereunder by giving notice in Writing to the other party upon any default in the performance or breach of these Conditions or any provision in the Company's quotation and/or SOW issued pursuant to these Conditions if the other party fails to remedy or substantially begin to cure such breach within thirty (30) days of receipt of notice of such breach.
- c) **Termination Notice:** The notice of election to terminate these Conditions shall be in Writing and shall state the grounds upon which termination is based.
- d) **Effect of Termination:** Termination of these Conditions does not limit either party's right to obtain injunctive relief and/or other available remedies. Termination does not relieve either party's obligations to pay all fees that accrued prior to termination. In the event of termination pursuant to Clause 7.a or 7.b, the Customer shall be entitled to a pro-rata refund of any fees previously paid by the Customer in advance for Services which have not been rendered.

8. WARRANTIES:

- a) OSI Hardware warrants that the Services shall be performed in a professional and workmanlike manner, by qualified and competent personnel in accordance with generally accepted industry standards.
- b) Except for the warranty set forth in Clause 8.a, OSI Hardware disclaims any and all warranties of any kind whether express, implied, or statutory including, without limitation, the implied warranties of title, accuracy, completeness, non-infringement, merchantability, satisfactory purpose, and fitness for a particular purpose.

9. RELATIONSHIP:

In the performance of these Conditions, both parties shall be deemed to be acting in the capacity of an independent contractor with respect to the other. Neither party shall be deemed to be a partner of nor joint venture with the other, and the employees and agents of one party engaged in performing any services hereunder shall not be deemed to be the employees or agents of the other.

10. LIABILITY:

- a) In no event shall either party have any liability for loss of profits, indirect, special, incidental, or consequential damages, subject to either party's gross negligence or willful misconduct that causes personal injury or death or causes damages to tangible property.
- b) Each party's liability under these Conditions shall not exceed the actual annual fees paid thereunder.
- c) Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

11. FORCE MAJEURE:

- a) Neither OSI Hardware nor the Customer shall be liable for non-performance or delay of performance under these Conditions should such non-performance or delay arises, directly or indirectly, out of an event of Force Majeure. If a Force Majeure event occurs, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for so long as such circumstances prevail.
- b) If an event of Force Majeure occurs by reason of which a party is unable to perform its obligations under these Conditions (or any of them), such party shall inform the other party as soon as reasonably practicable thereafter of the occurrence of that event of Force Majeure and shall use all reasonable endeavors to mitigate any delay or interruption to the Services.
- c) If either party is unable to perform any of its obligations under these Conditions as a result of the continuing occurrence of an event of Force Majeure for a continuous period of more than six (6) months, or such other period as mutually agreed upon by both parties, and such event of Force Majeure is of such severity so as to frustrate the intention of these Conditions, then either party may, by written notice, terminate these Conditions, and neither of the parties hereto, save for any antecedent breaches, shall be liable to the other.
- d) For the avoidance of doubt, the parties shall continue to perform those parts of the obligations not affected, delayed or interrupted by an event of Force Majeure and such obligations shall continue in full force and effect subject to the termination of these Conditions as provided for in

Clause 11.c.

12. CONFIDENTIALITY

OSI Hardware and the Customer understand and agree that the information provided to each other pursuant to these Conditions is confidential in nature, including the existence of this relationship. Each party agrees to treat all information received from the other party with the same degree of care and confidence as it treats its own confidential information, to use it only for the business purposes under these Conditions and to not disclose it to any third party without the prior written consent of the disclosing party. Under no circumstances shall the Customer disclose any of the Company's financial information, pricing, service methods, or procedures to any third party. In the event disclosure is sought pursuant to subpoena, or other legal process, the recipient of such a request shall notify the disclosing party and cooperate with any attempt to protect the disclosure of confidential information by the disclosing party.

13. NON-SOLICITATION

The Customer and OSI Hardware agree that during the term of their relationship and for a period of one (1) year following the termination of these Conditions that they shall refrain from directly or indirectly hiring, soliciting, or seeking to hire any employee of the other, or in any manner attempting, directly or indirectly, to influence, induce, or encourage any employee to leave the employ of the Customer or OSI Hardware (as the case may be), and that they shall refrain from disclosing the identity and job titles of each other's employees to any third party. This provision does not restrict any person or party from responding to an open advertisement or solicitation of employment or OSI Hardware or the Customer from hiring a person responding to such open advertisement or solicitation.

14. GOVERNING LAW AND VENUE

- a) These Conditions shall be governed and interpreted under the laws of the State of Ohio in the United States of America without reference to its conflicts of law rules or doctrine and the parties expressly agree that any dispute arising under these Conditions or any of OSI Hardware's quotation and/or SOW or PO issued pursuant to these Conditions shall be heard in a court of competent jurisdiction in the State of Ohio.
- b) Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the State and federal courts located in the State of Ohio. Each of the Parties irrevocably and unconditionally waives any objection that it may have to the laying of venue of any suit, action, or proceeding arising out of or relating to these Conditions or any of the Company's quotation and/or SOW or PO issued pursuant to these Conditions in the state and federal courts located in the State of Ohio. Each of the Parties irrevocably waives the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

15. GENERAL

- a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this

- provision to the party giving the notice.
- b) OSI Hardware may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party.
 - c) The Customer shall not, without the prior written consent of OSI Hardware, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under these Conditions.
 - d) No waiver by OSI Hardware of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
 - e) Except as otherwise provided herein, all costs and expenses incurred in connection with these Conditions and the transactions contemplated hereby will be paid by the party incurring such costs and expenses.
 - f) These Conditions constitutes the entire agreement between OSI Hardware and the Customer and supersedes all other prior agreements, representations and/or understandings, both written and oral, between the parties with respect to the transactions contemplated hereby. There are no restrictions, agreements, promises, warranties, covenants, or undertakings with respect to the transactions contemplated hereby other than those expressly set forth herein.
 - g) These Conditions are not intended to and shall not confer upon, any other party other than the parties hereto, any rights or remedies with respect to the subject matter hereof.
 - h) If any one or more of the provisions of these Conditions shall be held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions of these Conditions shall not be affected thereby. To the extent permitted by applicable law, each party waives any provision of law that renders any provision of these Conditions invalid, illegal or enforceable.
 - i) No action, regardless of form, arising out of the transactions under these Conditions may be brought by any party more than one (1) year after the cause of action has accrued.
 - j) OSI Hardware may from time to time vary or amend these Conditions by posting the amended Conditions at this site. If the Customer does not agree to the amended Conditions, the Customer may terminate the Services and/or any Order with thirty (30) days' notice to OSI Hardware in Writing.

Resolution

Number 24-1752

Adopted Date December 20, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS Business Communication Specialists will provide License to record additional phone lines per Quote AAAQ20279 for Warren County Telecom, as indicated on the attached quote for purchase.

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for provide License to record additional phone lines; as attached hereto and a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Business Communication Specialists
Telecom (file)



162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7275
 www.bcsip.com

QUOTE

Number AAAQ20279
Date Nov 6, 2024

Sold to	Ship to	Your Sales Rep
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Doug Demiter 330-335-7276 dougd@bcsip.com

Qty	Description	MFRP	Discount	Unit Price	Ext Price
1	18025 Call Recorder, Add-on, 5 sessions	\$250.00	D40	\$150.00	\$150.00
1	95111P Mitel Enterprise Support - Prorated until anniversary date (1 Year No Phones plan)	\$0.00		\$42.00	\$42.00

Source Well Contract # (120122-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: Tom Green Date: 12/20/24

Signature: [Handwritten Signature]

SubTotal	\$192.00
Tax	\$0.00
Shipping	\$0.00
Total	\$192.00

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

Vendor Acceptance: [Signature]
 Eric Miller, Contractor

11/13/24
 Date

APPROVED AS TO FORM
[Signature]
Derek B. Faulkner
 Asst. Prosecuting Attorney



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street
Wadsworth, OH 44281
Phone: 330.335.7276 Fax: 330.335.7275
www.bcsip.com

Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

1. Hardware and Software: 100% of Mitel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
2. Maintenance, Installation, etc.: 100% due on project completion.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Business Communication Specialists, as an installer of Multi Line Telephone Systems (MLTS), is not responsible for client's compliance with Federal, State, and Local laws that relate to Kari's Law, Ray Baum Act, or any other legislation that pertains to the MLTS and its usage.

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, BCS will bill customer for reimbursement all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in Warren County, Ohio.

EMM

Resolution

Number 24-1753

Adopted Date December 20, 2024

**AUTHORIZING ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION
SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS Business Communication Specialists will provide equipment and support per Quote AAAQ19984-01 for Warren County Telecom, as indicated on the attached quote for purchase.

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for equipment and support as attached hereto and a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: ca—Business Communication Specialists
Telecom (file)



162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7276
 www.bcslp.com

QUOTE

Number AAAQ19984-01
Date Oct 28, 2024

Bill To	Ship To	Your Sales Rep
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	MFR	Discnt	Unit Price	Ext. Price
5	50008387 6940W Phone	\$595.00	D35	\$386.75	\$1,933.75
145	50008386 6930W Phone	\$450.00	D35	\$292.50	\$42,412.50
1	Shipping Shipping	\$0.00		\$225.00	\$225.00

Source Well Contract # (120122-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

SubTotal	\$44,571.25
Tax	\$0.00
Shipping	\$0.00
Total	\$44,571.25

Signature of Acceptance

Print Name: Tom Grossman Date: 12-20-24

Signature: [Handwritten Signature]

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

Vendor Acceptance: [Handwritten Signature]
 Eric Miller, Controller

11/13/24
 Date

APPROVED AS TO FORM
[Handwritten Signature]
 Derek B. Faulkner
 Asst. Prosecuting Attorney



Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

1. *Hardware and Software:* 100% of Mitel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
2. *Maintenance, Installation, etc.:* 100% due on project completion.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Business Communication Specialists, as an installer of Multi Line Telephone Systems (MLTS), is not responsible for client's compliance with Federal, State, and Local laws that relate to Kari's Law, Ray Baum Act, or any other legislation that pertains to the MLTS and its usage.

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, BCS will bill customer for reimbursement all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in Warren County, Ohio.

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

Resolution

Number 24-1754

Adopted Date December 20, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM SECURE CYBER DEFENSE FOR FORTIGATE FIREWALLS HARDWARE AND SOFTWARE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Secure Cyber Defense will provide FortiGate Firewalls Hardware and Software per Quote# 20241016-130745513 for Warren County Telecommunication, as indicated on the attached for purchase.

NOW THEREFORE BE IT RESOLVED, to accept quote from Secure Cyber Defense for FortiGate Firewalls Hardware and Software on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Secure Cyber Defense
Telecom (file)



SECURECYBER

Proven. Proactive. Personalized.

Warren County Telecommunications | FortiGates Purchase

Warren County Board of Commissioners
c/o Telecommunications
500 Justice Drive
Lebanon, OH 45036
United States

SecureCyber
201 Tyler Way
Moraine, OH 45439
United States
+19373884405

Reference: 20241016-130745513
Quote created: October 16, 2024
Quote expires: November 15, 2024

Prepared by:
Chris Randall
Account Manager
crandall@secdef.com
+19376231011

Customer Location
500 Justice Drive
Lebanon, OH 45036
United States

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
FortiGate-40F Hardware plus 5YR UTP Support 24x7 FortiCare and FortiGuard Unified Threat Protection (UTP) (One-Time and Support Term Cost)	11	\$1,390.00	\$15,290.00
FortiGuard OT Support FortiGate 40F 5YR FortiGuard OT Security Service (OT dashboards and compliance reports, OT application and service detection, OT vulnerability correlation, OT virtual patching, OT signatures - Application Control and IPS rules) (Support Term Cost)	11	\$427.00	\$4,697.00

(Hardware)

(Software)

SUMMARY	
One-time subtotal	\$19,987.00

Total	\$19,987.00
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This quote and any purchase therefrom shall be subject to the terms and conditions of the Master Service Agreement signed by both Parties in May 2021.

We appreciate your business. If you have any questions or need assistance, please don't hesitate to reach out.

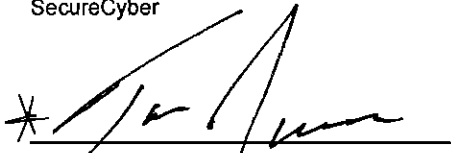
Upon approval of this Quote, Customer will be invoiced for the Total One-Time Cost(s). Payment is due within thirty (30) days of the invoice date.

Signatures



Shawn Waldman, CEO
SecureCyber

12.4.2024
Date

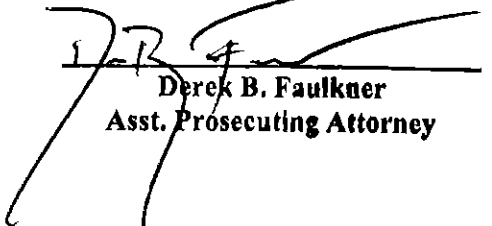
* 

Warren County Board of Commissioners
c/o Telecommunications

Name: Tom Grossmann

12/20/24
Date

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-1755

Adopted Date December 20, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM SECURE CYBER DEFENSE FOR HARDWARE FOR WIRELESS ACCESS POINTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Secure Cyber Defense will provide Hardware for Wireless Access Points for Warren County Telecommunications as proposed in the attached Quote 202441016-125720546 dated October 16, 2024.

NOW THEREFORE BE IT RESOLVED, to accept quote from Secure Cyber Defense for Hardware for Wireless Access Points on behalf of Warren County Telecommunications; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Secure Cyber Defense
Telecom (file)



SECURECYBER™

Proven. Proactive. Personalized.

Warren County Telecommunications | FortiAPs Purchase

Warren County Board of Commissioners
c/o Telecommunications
500 Justice Drive
Lebanon, OH 45036
United States

SecureCyber
201 Tyler Way
Moraine, OH 45439
United States
+19373884405

Reference: 20241016-125720546
Quote created: October 16, 2024
Quote expires: November 15, 2024

Prepared by:
Chris Randall
Account Manager
crandall@secdef.com
+19376231011

Customer Location
500 Justice Drive
Lebanon, OH 45036
United States

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
FortiAP-221E Indoor Wireless AP - Dual radio (802.11 b/g/n and 802.11 a/n/ac Wave 2, 2x2 MU-MIMO), internal antennas, 1 x 10/100/1000 RJ45 port, BT / BLE. Ceiling/wall mount kit included. For power order: 802.3af PoE injector GPI-115 or AC adapter SP-FAP200-PA. Region Code A. (One-Time Cost)	4	\$158.00	\$632.00
FC-10-PE221-247-02-12 FortiAP-221E 1 Year 24x7 FortiCare Contract (Support Term Cost)	4	\$19.50	\$78.00

SUMMARY	
One-time subtotal	\$710.00

Total	\$710.00
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This quote and any purchase therefrom shall be subject to the terms and conditions of the Master Service Agreement signed by both Parties in May 2021.

We appreciate your business. If you have any questions or need assistance, please don't hesitate to reach out.

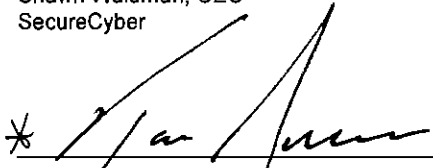
Upon approval of this Quote, Customer will be invoiced for the Total One-Time Cost(s). Payment is due within thirty (30) days of the invoice date.

Signatures



Shawn Waldman, CEO
SecureCyber

12.4.2024
Date

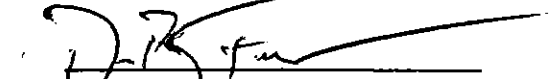
* 

Warren County Board of Commissioners
c/o Telecommunications

12.20.24
Date

Name: Tom Grossmann

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-1756

Adopted Date December 20, 2024

AUTHORIZING THE VICE PRESIDENT OF THE BOARD TO SIGN THE 2025 URBAN TRANSIT PROGRAM GRANT CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION

WHEREAS, Warren County has been awarded Grant Number TUTP-4123-GRF-251 from the Ohio Department of Transportation under the Ohio Public Transportation Grant Program.

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to electronically sign the Urban Transit Program 2025 Grant Contract # TUTP-4123-GRF-251 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.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: C/A—Ohio Department of Transportation
Transit (file)
ODOT



**Department of
Transportation**

Urban Transit Program
SFY2025 Grant Program Year
Subaward Grant Agreement

Pass-Through Entity:

State of Ohio
Department of Transportation

Subrecipient:

Warren County Commissioners

ODOT PID Number:

118346

ODOT FAN Number:

TUTP-4123-GRF-251



**Department of
Transportation**
transportation.ohio.gov

Mike DeWine, *Governor*
Jon Husted, *Lt. Governor*
Pamela Boratyn, *Director*

November 29, 2024

David Young, President, Board of Commissioners
Warren County Commissioners
406 Justice Drive
Lebanon, OH 45036

Dear Mr. Young,

The Ohio Department of Transportation (ODOT) is pleased to inform you that \$284,463 has been awarded to the Warren County Commissioners. These funds originate from the Urban Transit Program 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 One Span to sign your SFY2025 contract electronically.

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

Respectfully,

E-SIGNED by Jessie Schmitzer
on 2024-12-05 13:11:13 GMT

Jessie Schmitzer
Public Transit Manager, Office of Transit
Division of Planning
Ohio Department of Transportation
Jessie.schmitzer@dot.ohio.gov

Contract Data Sheet

Data Field #	Data Field Name	Data Information
1	Subrecipient Name	Warren County Commissioners
2	Subrecipient's Unique Entity Identifier (UEI)	VK7ZTVZ8EE51
3	Subrecipient OAKS Vendor #	0000052991
4	Subrecipient OAKS ADDR CD # <u>Supplier Login</u> (ohio.gov)	004
5	Subrecipient Street Address 1	406 Justice Drive
6	Subrecipient Street Address 2	
7	Subrecipient City, State, and ZIP Code	Lebanon, OH 45036
8	Subrecipient County	Warren
9	Subaward Period of Performance Start Date	7/1/2024
10	Subaward Period of Performance End Date	12/31/2025
11	ODOT Grant Program Name	Urban Transit Program
12	ODOT Grant Program Year	SFY2025
13	ODOT PID #	118346
14	Authorizing Official	David Young

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
Mail Stop 3110

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 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.

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 Expenses: 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.

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 Subrecipient for reimbursement of Project expenses.

Milestone Date: Goal date(s) which are set by the Subrecipient 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 subrecipient.

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.

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, but not limited to: transportation plans and programs, studies, peer reviews and exchanges, evaluation of previously financed projects; and plan, engineer, design, and evaluate a public transportation project.

Program: the ODOT-administered funding program identified in the ODOT Grant Program Name line in the Contract Data Sheet

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.

Unique Entity Identification (UEI): A number issued by the System for Award Management (SAM) to identify businesses and other entities that do business with the federal government.

ARTICLE II

SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital, operating, and/or planning financial assistance from ODOT to the Subrecipient in accordance with House Bill 23.
- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for Capital, operating, and/or planning projects.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Subrecipient shall apply all Capital Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project Equipment, construction of Project facilities, and/or Projects that are eligible as capital costs listed on the Project Data Sheet.
- 2.2 Operating: The Subrecipient shall apply all Operating 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

- 3.6 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 and 3.5 and shall be required to pay only such amount as it may determine available.
- 3.7 Upon the end of the contract period any “non-local” funds shall be returned back to the state.
- 3.7 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. Payment of State Award funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.
- 3.8 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 Subrecipient shall submit to ODOT, the Office of Transit, an Invoice 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 Subrecipient which is identified on the Invoice.
- 4.2 Reimbursement to the Subrecipient shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Subrecipient and shall not constitute a waiver of any breach of this Agreement by the Subrecipient 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 Subrecipient 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.

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: GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

- 6.1 The Subrecipient affirms to have read and understands State of Ohio Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, ODOT reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver. ODOT does not waive any other rights and remedies provided ODOT in this Agreement. 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>)
- 6.2 No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained.

- 7.3 The Subrecipient shall establish and maintain accounts for the Projects in conformance with the financial management requirements of the applicable Program Manual and 2 C.F.R 200.302 *Financial management*. Each operating/capital 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 Subrecipient 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 Subrecipient shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

- 8.1 The Subrecipient shall return any overpayment of State Award funds, made to the Subrecipient 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 Subrecipient 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 If, for any reason, ODOT is requested to refund a portion of the State share of the State Award funds to the State of Ohio, the Subrecipient shall promptly refund the amount of State share, payable to Treasurer of State, to ODOT, Office of Transit. Any such refund made to ODOT shall be initiated by the Subrecipient upon receipt by the Subrecipient of said request by ODOT.
- 8.4 The Subrecipient shall permit ODOT or any of its agents to inquire into any agreements between the Subrecipient and any third party pertaining to the Projects. The Subrecipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.
- 8.5 Any differences existing in the quantities of Project Equipment as determined by the

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 Subrecipient 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 Subrecipient or by anyone directly or indirectly associated with the Subrecipient. Unless the Subrecipient receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance a public/governmental Subrecipient 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 Subrecipient 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: RECAPTURE OF FUNDS

- 11.1 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT, the Subrecipient shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

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 SUBRECIPIENT

- 13.1 In no event shall the Subrecipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, or the State.

SECTION 18: CONTRACT DISPUTE RESOLUTION

- 18.1 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 Subrecipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 18.2 The Subrecipient 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.
- 18.3 The Subrecipient hereby agrees that ODOT shall receive the State share of any proceeds derived from any third-party recovery.

SECTION 19: DEFAULT

- 19.1 Neglect or failure of the Subrecipient to comply with any of the terms, provisions or conditions of this Agreement entered into between ODOT and the Subrecipient or failure of any representation made to ODOT in connection with any Agreement by the Subrecipient to be true shall be an event of default, provided that if by reason of force majeure the Subrecipient is unable in whole or in part to carry out its covenants contained herein, the Subrecipient shall not be deemed in default during the continuance of such inability. 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; natural disasters; 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 Subrecipient. The Subrecipient shall however, remedy with all reasonable dispatch each cause preventing the Subrecipient from carrying out its covenants contained herein.
- 19.2 Whenever an event of default has occurred, ODOT may (a) direct the Subrecipient to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Subrecipient to return to ODOT the percentage of the State share of the remaining Fair Market Value, if any, which is realized from the Subrecipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require

22.3 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.

22.4 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 23: DRUG-FREE WORKPLACE

23.1 Subrecipient agrees to comply with all applicable State and Federal laws regarding a drug-free workplace. Subrecipient 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 24: NONDISCRIMINATION

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

24.1 **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.

24.2 **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 (including pregnancy, gender identification and sexual orientation), 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

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.

- 24.7 During the performance of this agreement, the Subrecipient, 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)
- 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

identification and sexual orientation), national origin, ancestry, age, or disability. Subrecipient 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.

- 25.3 Subrecipient agrees to ensure that disadvantaged business enterprises (DBE), as defined in 49 CFR Part 26, 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.
- 25.4 Subrecipient, each third-party contractor, and each third-party subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted sub agreement, third party contract, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26.
- 25.5 The Subrecipient, each third-party contractor, and each third-party subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT and FTA assisted sub agreements, third party contracts, and third-party subcontracts.
- 25.6 Failure by the Subrecipient and any of its third-party contractors or third-party subcontractors to carry out the requirements of this section is a default by the Subrecipient pursuant to Section 19 of this Agreement.
- 25.7 In addition to the remedies listed in Section 19 of this Agreement, together with all other remedies permitted by this Agreement, additional remedies for defaults assessed pursuant to Sections 26.3-26.6 shall include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and disqualifying the Subrecipient, third-party contractor, or third-party subcontractor from future bidding as non-responsive.

SECTION 26: GOVERNING LAWS

- 26.1 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

SECTION 32: NOTICE

32.1 Notice under this Agreement shall be directed as follows:

IF TO THE SUBRECIPIENT:

Warren County Commissioners

406 Justice Drive

Lebanon, OH 45036

IF TO ODOT:

Ohio Department of Transportation

Office of Transit, Mail Stop 3110

1980 West Broad Street

Columbus, Ohio 43223

SECTION 33: MODIFICATIONS

33.1 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 Subrecipient.

SECTION 34: SIGNATURES

34.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

34.2 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.

34.3 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.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

CERTIFICATE OF SUBRECIPIENT'S ATTORNEY

I, _____ acting as attorney for the Subrecipient , do hereby certify that I have examined this Agreement and the proceedings taken by the Subrecipient related thereto, and find that the acceptance of ODOT's offer by the Subrecipient has been duly authorized by the Subrecipient's action dated _____ and that the execution of this Agreement is in all respects due and proper and in accordance with applicable federal, state, and local law, and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Subrecipient in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the Projects in accordance with the terms of this Agreement.

By: _____

Title: _____

Date: _____

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

Name/Location where services will be performed by subcontractor(s):

N/A
(Name)

N/A
(Address, City, State, Zip)

N/A
(Name)

N/A
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

N/A
(Address)

N/A
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

N/A
(Name)

N/A
(Address, City, State, Zip)

N/A
(Name)

N/A
(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

N/A
(Address)

N/A
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

N/A
(Name)

N/A
(Address, City, State, Zip)

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

Resolution

Number 24-1757

Adopted Date December 20, 2024

AUTHORIZING THE FILING OF AN APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION BY FOR GRANTS THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION (FTA) AND THE STATE OF OHIO, AS AUTHORIZED UNDER FEDERAL TRANSIT LAWS AND STATE OF OHIO LAWS EXECUTING A CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION UPON PROJECT APPROVAL

WHEREAS, the Director of the Ohio Department of Transportation is authorized to make grants for the US DOT Federal Transit Administration (FTA) funds and the State of Ohio; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program if applicable; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder.

NOW, THEREFORE, BE IT RESOLVED, that Warren County Office of Grants Administration is hereby authorized to execute and file on behalf of the Warren County Commissioners, the following:

1. To execute and file
 - i. Proposals to aid in the financing of capital, operating, and planning assistance projects;
 - ii. Grant agreements with the Ohio Department of Transportation for aid in the financing of capital, operating, and planning assistance projects;
 - iii. An assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964; and
 - iv. Set forth affirmative disadvantage business policies in connection to any procurement made as part of the project.
2. To furnish such additional information as the Ohio Department of Transportation may require in connection with the proposal for the program of projects submitted to the Federal Transit Administration and the State of Ohio.

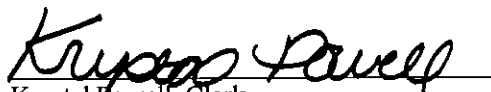
BE IT FURTHER RESOLVED, that undersigned duly qualified and acting as the Board of County Commissioners certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

sm

cc: Transit (file)

OGA (file)



Department of
Transportation
Office of Transit

APPLICATION CERTIFICATION

This page must be completed fully and signed for your application to be considered.

Legal Name of Applicant: Warren County Board of Commissioners

By signing below, I certify that the statements made on the electronic application and all documents attached thereto are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

Authorized Representative:

Name (*please print*): Tom Grossmann

Title: County Commissioner

Signature: *  _____

Date Signed: 12/20/24



Local Match Certification Form

I, the undersigned, representing Warren County Board of Commissioners, do hereby certify to the Ohio Department of Transportation that the required local match for the proposed project (s) will be available in the following amount(s), from the sources listed in the Office of Transit SFY2026 Program Funding Application, by the start date of the proposed project.

Requested Projects	Local Match Source(s)	Local Match Amount
Alternative Fueling Infrastructure	Click or tap here to enter text.	Click or tap here to enter text.
Bus Shelters	Click or tap here to enter text.	Click or tap here to enter text.
Computer Hardware	Click or tap here to enter text.	Click or tap here to enter text.
Computer Software	Click or tap here to enter text.	Click or tap here to enter text.
Expansion Vehicle(s)	Click or tap here to enter text.	Click or tap here to enter text.
Equipment	Click or tap here to enter text.	Click or tap here to enter text.
Facility Renovation / Rehabilitation	Click or tap here to enter text.	Click or tap here to enter text.
Fixed Guideway Modernization	Click or tap here to enter text.	Click or tap here to enter text.
Intercity Bus	Click or tap here to enter text.	Click or tap here to enter text.
Mobility Management	Click or tap here to enter text.	Click or tap here to enter text.
Operating Assistance	Local Funds	\$351,103
Pilot Projects	Click or tap here to enter text.	Click or tap here to enter text.
Planning	Click or tap here to enter text.	Click or tap here to enter text.
Preventative Maintenance	Click or tap here to enter text.	Click or tap here to enter text.
Replacement Vehicle(s)	Click or tap here to enter text.	Click or tap here to enter text.

- Continued -

Local Match Questions

Will you be using in-kind as a match source?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Are any of the identified match sources other Federal DOT funds?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Are any of the identified match sources used to match other Federal grants?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Will you be using program income from Incidental Use as a match source?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Authorizing Signature: -



Printed Name: Tom Grossmann

Title: County Commissioner

Organization: Warren County Board of County Commissioners

Date: 12/20/2024

-End-

Resolution

Number 24-1758

Adopted Date December 20, 2024

APPROVING AMENDMENT NO 2 TO THE AGREEMENT WITH RUMPKE OF OHIO, INC. FOR HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, pursuant to Resolution No. 22-1583, adopted on October 18, 2022, this Board entered into a contract with Rumpke of Ohio, Inc. for the hauling and disposal of biosolids at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, pursuant to Resolution No. 23-1676, adopted on December 12, 2023, the term for the said contract was extended for a period of one year, renewing the Rumpke of Ohio, Inc. Contract through December 21, 2024; and

WHEREAS, it is the desire of this Board to approve Amendment No. 2, providing for the final extension of the contract with Rumpke of Ohio, Inc, prolonging the term of the agreement through December 31, 2025.

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 2 Rumpke of Ohio, Inc.; as attached hereto and made part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: c/a – Rumpke of Ohio, Inc.
Water/Sewer (file)

**AMENDMENT NO. 2 TO THE OCTOBER 18, 2022 AGREEMENT
FOR HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE
MIAMI WASTEWATER TREATMENT PLANT**

THIS AMENDEDMENT No. 2 to the October 18, 2022 Agreement for the Hauling and Disposal of Biosolids at the Lower Little Miami WWTP (hereinafter "Amendment") is entered into by and between **Warren County Board of County Commissioners** on behalf of the Warren County Water and Sewer Department ("OWNER") and **Rumpke of Ohio, Inc.**, ("VENDOR") in accordance with the terms and conditions of the original October 18, 2022 Agreement entered into by and between the OWNER and VENDOR (sometimes referred to hereinafter as the "PARTIES").

WITNESSETH:

WHEREAS, pursuant to Resolution No. 22-1583, adopted on October 18, 2022 this Board entered into a contract with Rumpke of Ohio, Inc. for the hauling and disposal of biosolids at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, pursuant to Resolution No. 23-1676, adopted on December 12, 2023, the term for the said contract was extended for a period of one year, renewing the Rumpke of Ohio, Inc. Contract through December 21, 2024; and

WHEREAS, the term for the said contract was for a period of one year commencing on the contract execution date with the ability to amend the term for a maximum of two additional years upon successful negotiated rates that are agreeable to both parties; and

WHEREAS, it is the desire of this Board to approve Amendment No. 2, renewing the Contract with Rumpke of Ohio, Inc through December 31, 2025; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Contract and all Amendments thereto, it is mutually agreed as follows:

1. **Term:** The term of said contract shall be renewed for a period, effective through December 31, 2025.
2. **Pricing:** Effective for billing period beginning January 1 and running until December 31, 2025, OWNER shall pay VENDOR for services described in said Contract at the following rates:

Hauling Charges	\$400 per tractor trailer load
Disposal Charges	\$46.60 per ton

The total contract amendment value, based on an anticipated production of 9,000 tons of biosolids and the transportation of 400 loads is \$579,400. The Vendor

shall maintain a performance bond securing its committed work for the full value of the contract amendment.

Except as hereinabove provided, said Contract dated October 18, 2022 is hereby in all other respects ratified and confirmed.

AUTHORITY AND EXECUTION

CONTRACTOR:

IN EXECUTION WHEREOF, Rumpke of Ohio, Inc. has caused this agreement to be executed by Michael Baumgartner, Industrial Waste Specialist, on the date stated below, pursuant to a corporate resolution authorizing same.

RUMPKE OF OHIO INC.

SIGNATURE: Michael Baumgartner

PRINTED NAME: Michael Baumgartner

TITLE: Industrial Waste Specialist

DATE: 11-25-2024

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its Vice President, on the date stated below, pursuant to Resolution No. 24-1758, dated December 20, 2024.

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 12-20-24

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam M. Nica
By: Asst. Prosecutor
Adam M. Nica



Waste & Recycling Services

3800 Struble Road, Cincinnati, OH 45251
Phone: 1-800-828-8171 Fax: 513-385-9628



September 16, 2024

Warren County Water & Sewer Department
406 Justice Drive
Lebanon, Ohio 45036

Attn: Chris Brausch
Re: Hauling and Disposal of Biosolids from Lower Little Miami WWTP - Renewal and Rate Adjustment

Dear Mr. Brausch,

First and foremost, Rumpke appreciates the opportunity to provide the Warren County Water and Sewer Department hauling and disposal services for your biosolids. Our team takes great pride in providing compliant and sustainable disposal solutions for the County. We are reaching out regarding our intent to renew the contract and continue hauling and disposing biosolids from the Little Miami WWTP.

Based on the US department of Labor, Bureau of Labor Statistics, Midwest CPI, Rumpke has calculated the final term rate increase at 3%. As we enter the third year of the agreement, effective January 1, 2025 the rates will be adjusted as follows:

- Hauling Charges = \$400 per load
- Disposal Charges = \$46.60 per ton

Again, we thank you for the valued partnership over many years. Please call me with any questions you may have at 513.304.8272.

Best regards,

Michael Baumgartner
Industrial Waste Specialist

Michael.Baumgartner@Rumpke.com

Resolution

Number 24-1759

Adopted Date December 20, 2024

APPROVING THE THIRD AMENDMENT TO THE BIOSOLIDS DISPOSAL AND LAND APPLICATION AGREEMENT WITH MIKE FARM ENTERPRISES ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, effective January 1, 2016 the Warren County Commissioners accepted, from the Village of Waynesville, all rights, title, interests, and assets, relating to the Village's wastewater treatment plant and sanitary sewer collection system; and

WHEREAS, the County produces a significant amount of biosolids as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids; and

WHEREAS, the Village of Waynesville, during their operation of the wastewater treatment plant, utilized the services of Mike Farm Enterprises for the loading, transportation, and disposal of biosolids through an Ohio EPA approved land application process; and

WHEREAS, pursuant to Resolution #16-0648, adopted May 3, 2016, this Board approved an agreement with Mike Farm Enterprises for the disposal of biosolids from the Waynesville Regional Wastewater Treatment Plant; and

WHEREAS, pursuant to Resolution #19-0493 adopted April 23, 2019, this Board approved Amendment No. 1 extending the term of the Agreement; and

WHEREAS, pursuant to Resolution #21-1818, adopted December 21, 2021, this Board approved Amendment No. 2 extending the term of the Agreement; and

WHEREAS, Warren County seeks to continue the beneficial reuse of biosolids through the Ohio EPA approved land application process and wishes to further amend the agreement to extend the term of the Agreement.

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 3 to the Biosolids Disposal and Land Application Agreement with Mike Farm Enterprises effective immediately and said Amendment is attached hereto and make a part of hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Mike Farm Enterprises
Water/Sewer (file)

**AMENDMENT NO. 3 TO THE MAY 3, 2016
BIOSOLIDS DISPOSAL AND LAND APPLICATION AGREEMENT**

THIS AMENDMENT NO. 3 to the May 3, 2016, Biosolids Disposal and Land Application Agreement, shall be effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter "COUNTY") and MIKE FARM ENTERPRISES, a Limited Liability Corporation, 2274 E. Lytle Five Points Road, Dayton, Ohio 45458 (hereinafter "Mike Farm").

WITNESSETH:

WHEREAS, on May 3, 2016 the County adopted Resolution 16-0648 approving an agreement with Mike Farm Enterprises for the disposal of biosolids from the Waynesville Regional Wastewater Treatment Plant and on the same date did execute the Biosolids Disposal and Land Application Agreement; and

WHEREAS, on April 23, 2019 the County adopted Resolution 19-0493 approving Amendment No. 1 extending the term of the Agreement; and

WHEREAS, on December 21, 2021 the County adopted Resolution 21-1818 approving Amendment No. 2 extending the term of the Agreement; and

WHEREAS, Warren County seeks to continue the beneficial reuse of biosolids through the Ohio EPA approved land application process, and Mike Farm seeks to continue to provide such services; and

WHEREAS, Warren County and Mike Farm seek to amend the agreement to extend the term of the agreement; and

NOW, THEREFORE, in consideration of the terms and conditions set forth in the May 3, 2016, Biosolids Disposal and Land Application Agreement, both parties hereby agree to amend the Agreement as follows:

SECTION 4 TERMS OF THE AGREEMENT

The term of this agreement shall be from the original effective date through December 31, 2029. Any additional extension of the term shall be by mutual agreement of the parties and shall be in writing.

SECTION 5 COMPENSATION

Mike Farm shall be paid a per gallon rate based on volume of liquid biosolids loaded, hauled, and disposed at the County's designated land application sites. The rate shall be \$0.070 per gallon.

Further, the Parties hereby agree that all remaining terms and conditions of the May 3, 2016, Biosolids Disposal and Land Application Agreement shall remain unchanged, in full for and effect.

EXECUTION:

MIKE FARM ENTERPRISES:

IN EXECUTION WHEREOF, the Mike Farm Enterprises, has caused this AMENDMENT NO. 3 to be executed by Peggy Clark, Partner, on the date stated.

MIKE FARM ENTERPRISES

SIGNATURE: *Peggy Clark*

NAME: Peggy Clark

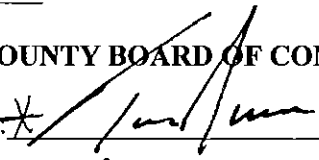
TITLE: Partner

DATE: 12/17/2024

WARREN COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this AMENDMENT NO. 3 to be executed by Tom Grossmann, its Vice President, on the date stated below, pursuant to Board Resolution No. 24-1759, dated 12/20/24.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: 

NAME: Tom Grossmann

TITLE: Vice President

DATE: 12.20.24

Approved as to form:

DAVID P. FORNSHELL
WARREN COUNTY PROSECUTOR


By: Adam Nice, Assistant Prosecutor

Resolution

Number 24-1760

Adopted Date December 20, 2024

APPROVING PROFESSIONAL SERVICE AGREEMENT BETWEEN ELITE COMPUTER INC. AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, the Warren County Commissioners are the Fiscal Agent for the Local Workforce Development Board; and

WHEREAS, the Local Workforce Development Board's Executive Director executes the functions of the local WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for the activities of the local WDB; and

WHEREAS, the WDB's Executive Director has contracted with Elite Computer, Inc. to provide IT support for the local WDB, effective August 19, 2024, and continuing through August 18, 2025, at a total cost of \$2,700.00 to be paid monthly at a charge of \$225.00.

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners as the Fiscal Agent on behalf of the Area 12 Workforce Development Board, does hereby approve the contract with the said provider through August 18, 2025. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Elite Computers, Inc
Area 12 Workforce Development Board (file)

CONSULTANT VENDOR CONTRACT

THIS CONSULTANT AGREEMENT, made and entered into by and between BCW/Workforce and the Elite Computer Inc. doing business as Elite Computer Inc. with offices located at 7985 Washington Woods Dr. Dayton OH, 45459, herein referred to as "Consultant,"

RECITALS

WHEREAS, BCW/Workforce desires to continue IT Consultant services for the purpose of computer helpdesk support, computer patching, EDR protection, security, 24/7 managed SoC, office 365 backups, and computer maintenance for BCW/Workforce staff; and

WHEREAS, the Consultant has been determined by BCW/Workforce to have the necessary experience, expertise, and qualifications to provide those services,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A IT Support Services for BCW Staff:

1. Managed Services Provider

A Unlimited Remote via helpdesk, computer patching, EDR Protection, security, software, automated computer maintenance, office 365 backups.

II. FEES AND COMPENSATION

A Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement. Total compensation payable to Consultant for services rendered pursuant to this

Agreement, including out-of-pocket expenses, shall not exceed Two Hundred Twenty-Five dollars per month (\$225.00) billed at Seventy-Five dollars(\$75.00) times 3 computers per month.

- B. Unless otherwise agreed to in writing by the BCW/Workforce Executive Director, payment therefore shall be made upon completion of this Agreement and submission of an invoice.
- C. Payment shall only be made pursuant to a detailed invoice based upon the quote attached hereto as Exhibit A. The invoice shall be submitted within 20 days of the closeout meeting and submission of the written closeout summary.
- D. Consultant shall submit documentation substantiating their costs as listed in their quote along with their invoice.

III. DURATION

This is a professional service contract that shall begin on August 19, 2024 and continue through August 18, 2025.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement, nor does it cause Consultant to be an officer or official of the BCW/Workforce. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. INSURANCE REQUIREMENTS

Consultant maintains insurance appropriate to their business.

VI. HOLD HARMLESS CLAUSE

The Consultant shall indemnify, hold harmless, and defend the BCW/Workforce, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the BCW/Workforce or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state, and local taxation. Regulations of the Internal Revenue Service require BCW/Workforce to report all amounts paid to non-corporate or corporate Consultants. Consultant agrees to furnish BCW/Workforce with its taxpayer identification number (TEIN) prior to the effective date of this Contract. Consultant further agrees to provide such other information to the BCW/Workforce as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Ohio. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he/she is qualified to do business in the State of Ohio, and has full right, power, and authority to enter into this Agreement.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XI. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties

hereto and their respective heirs, successors and assigns.

XII. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XIII. COUNTERPARTS OR ELECTRONIC COPIES

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument or the parties to this contract may authenticate the agreement with an electronic signature which shall be given the same legal force and effect as a handwritten signature.

XIV. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement effective August 19, 2024 through August 18, 2025 between:

Doug Ruedisueli Elite Computer, signing by and through its
OWNER (Title of Individual authorized to sign) and the
BCW/Workforce signing by and through its Executive Director.

AS TO ELITE COMPUTERS, INC.:

BY: [Signature]
(Signature)

Doug Ruedisueli
Printed Name

TITLE: OWNER

DATE: 8/19/24

AS TO: BCW/WORKFORCE

BY: [Signature]
(Signature)

Becky Ehling
Printed Name

TITLE: Executive Director

DATE: 8/19/24

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement effective August 19, 2024 through August 18, 2025 between:

_____ Elite Computer, signing by and through its
_____ (Title of Individual authorized to sign) and the
BCW/Workforce signing by and through its Executive Director.

AS TO ELITE COMPUTERS, INC.:

BY: _____
(Signature)

Printed Name

TITLE: _____

DATE: _____

AS TO: BCW/WORKFORCE

BY: Becky Ehling
(Signature)

Becky Ehling
Printed Name

TITLE: Executive Director

DATE: 8/19/24

APPROVED AS TO FORM

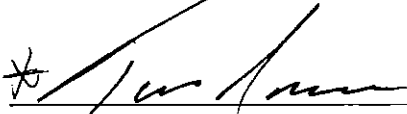
Derek B. Faulkner
Derek B. Faulkner
Asst. Prosecuting Attorney

FISCAL AGENT EXECUTION

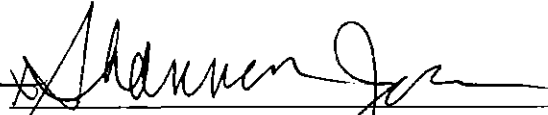
The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Clermont and Warren Counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

WARREN COUNTY BOARD OF COMMISSIONERS

David Young, Commissioner



Tom Grossmann, Commissioner



Shannon Jones, Commissioner

Exhibit A



Quote

Quote Number: 2024-80

Payment Terms:
Expiration Date: 10/05/2024

Prepared For:

Becky Ehling
BCW Workforce
406 Justice Dr.
Suite 301
Lebanon, Ohio 45036
United States
513-695-1895
Becky.Ehling@bcworkforce.com

Prepared By:

Doug Ruedisueli
Elite Computers
7985 Washington Woods Drive
Washington Township, US 45459
United States
937-684-9819
doug@elite-computers.net

Quantity	Item	Unit Price	Extended Price
Monthly Items			
3	Managed Services <i>Unlimited Support: Includes Computer Patching, EDR Protection, 24 x 7 Managed SoC, and Email Backup</i>	\$75.00	\$225.00
Monthly Total			\$225.00
Subtotal			\$225.00
Total Taxes			\$0.00
Total			\$225.00

Prices are valid for 30 days and for the quantities listed on the quote request unless otherwise noted.

Some products might be delayed due to supply chain disruptions.

Resolution

Number 24-1761

Adopted Date December 20, 2024

APPROVING THE DESTRUCTION OF A COPIER LOCATED AT THE WARREN COUNTY SHERIFF'S OFFICE

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

Lanier LD380 Basic Copier, Serial Number: V7105900138, County ID: 24062, Asset #: 7278

WHEREAS, the Warren County Sheriff's Office plans to dispose of the item properly.

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

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Sheriff (file)
Auditor's Office - Brenda Quillen
Transfer file

Resolution

Number 24-1762

Adopted Date December 20, 2024

TRANSFERRING A GUN SAFE NO LONGER BEING UTILIZED BY THE WARREN COUNTY SHERIFF'S OFFICE TO CARLISLE POLICE DEPARTMENT

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

WHEREAS, the Carlisle Police Department has indicated that they have a need and could use said listed gun safe; and

NOW THEREFORE BE IT RESOLVED, to transfer the following gun safe to the Carlisle Police Department, 474 Fairview Drive, Carlisle, Ohio 45005:

Gun Safe Model: TacVault 4810 Serial #: C705676 WCSO#31752

BE IT FURTHER RESOLVED, that such time the Carlisle Police Department no longer needs said gun safe, it shall be returned to Warren County.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Sheriff (file)
Auditor – B. Quillen
City of Carlisle file
Transfer file

Resolution

Number 24-1763

Adopted Date December 20, 2024

ACKNOWLEDGING RECEIPT OF NOVEMBER 2024 FINANCIAL STATEMENT

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

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



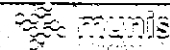
Krystal Powell, Clerk

cc: Auditor (file)
S. Spencer
Krystal Powell

FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING LIABILITIES	TREASURERS FUND BALANCE
1101	GENERAL FUND	105,695,487.62	8,520,461.28	8,910,945.82	105,305,003.08	412,051.63	105,717,054.71
2201	SENIOR CITIZENS SERVICE LEVY	7,781,754.07	433,203.43	782,410.36	7,432,547.14	0.00	7,432,547.14
2202	MOTOR VEHICLE	11,679,128.77	2,180,383.87	1,748,422.17	12,111,090.47	227,647.52	12,338,737.99
2203	HUMAN SERVICES	1,306,398.80	508,733.16	412,366.72	1,402,765.24	49,483.40	1,452,248.64
2204	COVID19 EMERGENCY RENTAL ASSIS	1,665,539.70	0.00	0.00	1,665,539.70	0.00	1,665,539.70
2205	BOARD OF DEVELOPMENTAL DISABIL	34,524,683.38	1,493,420.86	1,565,583.51	34,452,520.73	179,427.43	34,631,948.16
2206	DOG AND KENNEL	347,846.84	3,705.85	42,736.21	308,816.48	8,372.84	317,189.32
2207	LAW LIBRARY RESOURCES FUND	145,388.21	29,855.74	4,776.43	170,467.52	0.00	170,467.52
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	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	9,082,901.73	0.00	3,079,671.38	6,003,230.35	59,613.33	6,062,843.68
2212	ONEOHIO OPIOID SETTLEMENT FUND	1,385,071.48	0.00	0.00	1,385,071.48	0.00	1,385,071.48
2213	TOURISM & ECON DEV SUPPORT FUN	12,000,000.00	0.00	12,000,000.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	10,130.84	0.00	0.00	10,130.84	0.00	10,130.84
2216	RECORDER TECH FUND 317.321	302,971.31	11,312.00	34,661.94	279,621.37	33,434.00	313,055.37
2217	BOE TECHNOLOGY FUND 3501.17	1,126,998.58	0.00	0.00	1,126,998.58	0.00	1,126,998.58
2218	COORDINATED CARE	711,605.03	0.00	47,835.00	663,770.03	2,868.00	666,638.03
2219	WIRELESS 911 GOVERNMENT ASSIST	534,103.88	28,399.28	19,901.31	542,601.85	0.00	542,601.85
2220	CP INDIGENT DRVR INTRLK/MONITG	13,788.16	266.48	0.00	14,054.64	0.00	14,054.64
2221	CC/MC INDIGENT DRIVER INTERLOC	124,226.12	737.86	0.00	124,963.98	0.00	124,963.98
2222	JUV INDIGENT DRIVER INTERLOCK	3,536.34	50.00	0.00	3,586.34	0.00	3,586.34
2223	PROBATE/JUVENILE SPECIAL PROJ	311,360.24	3,084.65	5,398.60	309,046.29	5,398.60	314,444.89
2224	COMMON PLEAS SPECIAL PROJECTS	180,847.26	7,224.74	2,250.00	185,822.00	750.00	186,572.00
2227	PROBATION SUPERVISION 2951.021	833,160.19	3,405.00	19,191.12	817,374.07	1,500.00	818,874.07
2228	MENTAL HEALTH GRANT	210,100.05	14,780.64	142.88	224,737.81	2,482.88	227,220.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,168,947.66	46,408.42	0.00	2,215,356.08	0.00	2,215,356.08
2231	CO LODGING ADD'L 1%	89,311.31	107,161.85	89,311.31	107,161.85	0.00	107,161.85
2232	COUNTY LODGINGS TAX (FKA 7731)	267,933.68	321,562.16	265,254.34	324,241.50	0.00	324,241.50
2233	DOMESTIC SHELTER	33,823.00	4,096.00	0.00	37,919.00	0.00	37,919.00
2237	REAL ESTATE ASSESSMENT	7,695,725.80	75.00	58,035.00	7,637,765.80	270.00	7,638,035.80

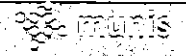
FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING BARRIERS	TREASURER'S FUND BALANCE
2238	WORKFORCE INVESTMENT BOARD	58,886.84	184,453.90	41,906.11	201,434.63	1,202.26	202,636.89
2243	JUVENILE GRANTS	327,075.43	1,740.00	1,352.50	327,462.93	143.04	327,605.97
2245	CRIME VICTIM GRANT FUND	18,604.73	0.00	5,299.84	13,304.89	0.00	13,304.89
2246	JUVENILE INDIGENT DRIVER ALCOH	22,405.05	89.50	0.00	22,494.55	0.00	22,494.55
2247	FELONY DELINQUENT CARE/CUSTODY	683,476.60	0.00	122,145.65	561,330.95	13,729.68	575,060.63
2248	TAX CERTIFICATE ADMIN FUND	27,248.23	0.00	378.00	26,870.23	0.00	26,870.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	862,956.14	0.00	14,700.09	848,256.05	545.00	848,801.05
2250	CERT OF TITLE ADMIN FUND	2,989,539.42	200,104.31	105,743.00	3,083,900.73	8,215.03	3,092,115.76
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	81,921.74	75,149.96	61,263.46	95,808.24	12,079.91	107,888.15
2255	MUNICIPAL VICTIM WITNESS FUND	84,194.61	0.00	7,786.02	76,408.59	0.00	76,408.59
2256	WARREN COUNTY SOLID WASTE DIST	1,022,114.27	8,807.36	15,385.54	1,015,536.09	0.00	1,015,536.09
2257	OHIO PEACE OFFICER TRAINING	297,883.50	0.00	8,409.16	289,474.34	1,300.00	290,774.34
2258	WORKFORCE INVESTMENT ACT FUND	190,501.40	52,719.53	41,338.05	201,882.88	6,190.35	208,073.23
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	0.00	0.00	0.00	0.00	0.00	0.00
2262	COMMUNITY CORRECTIONS MONITORI	953,985.71	33,438.25	17,390.65	970,033.31	530.00	970,563.31
2263	CHILD SUPPORT ENFORCEMENT	1,992,291.96	409,292.39	231,037.83	2,170,546.52	600.00	2,171,146.52
2264	EMERGENCY MANAGEMENT AGENCY	259,963.58	35,001.55	21,539.78	273,425.35	199.00	273,624.35
2265	COMMUNITY DEVELOPMENT	594,802.07	39,316.38	81,269.18	552,849.27	0.00	552,849.27
2266	COMM DEV-ENT ZONE MONITOR FEES	118,063.00	0.00	0.00	118,063.00	0.00	118,063.00
2267	LOEB FOUNDATION GRANT	8,557.98	0.00	8,533.25	24.73	8,533.25	8,557.98
2268	INDIGENT GUARDIANSHIP FUND	300,357.51	2,120.00	152.06	302,325.45	0.00	302,325.45
2269	INDIGENT DRIVER ALCOHOL TREATM	817,404.60	6,723.74	5,844.84	818,283.50	0.00	818,283.50
2270	JUVENILE TREATMENT CENTER	358,093.52	18,782.37	119,573.31	257,302.58	7,852.23	265,154.81
2271	DTAC-PROSECUTOR ORC 321.261	423,909.65	10.00	3,235.83	420,683.82	0.00	420,683.82
2272	CP INDIGENT DRVR ALC TREATMT	65,687.41	0.00	0.00	65,687.41	0.00	65,687.41
2273	CHILDREN SERVICES	6,644,291.25	313,543.03	713,640.17	6,244,194.11	352,647.67	6,596,841.78

Financial Statement for 2022 Period 11



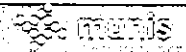
FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2274	COUNTY COURT COMPUTR 1907.261A	97,898.26	1,369.00	36.73	99,230.53	0.00	99,230.53
2275	COUNTY CRT CLK COMP 1907.261B	146,269.72	4,289.00	0.00	150,558.72	0.00	150,558.72
2276	PROBATE COMPUTER 2101.162	112,198.63	708.00	0.00	112,906.63	0.00	112,906.63
2277	PROBATE CLERK COMPUTR 2101.162	321,787.01	2,360.00	0.00	324,147.01	0.00	324,147.01
2278	JUVENILE CLK COMPUTR 2151.541	69,452.73	1,144.66	0.00	70,597.39	0.00	70,597.39
2279	JUVENILE COMPUTER 2151.541	54,297.29	341.86	0.00	54,639.15	0.00	54,639.15
2280	COMMON PLEAS COMPUTER 2303.201	106,387.24	1,341.00	0.00	107,728.24	0.00	107,728.24
2281	DOMESTIC REL COMPUTER 2301.031	8,894.43	213.00	0.00	9,107.43	0.00	9,107.43
2282	CLERK COURTS COMPUTER 2303.201	794,399.46	10,386.00	0.00	804,785.46	0.00	804,785.46
2283	COUNTY CT SPEC PROJ 1907.24B1	2,359,574.59	23,771.87	3,950.54	2,379,395.92	2,694.44	2,382,090.36
2284	COGNITIVE INTERVENTION PROGRAM	411,884.84	5,795.40	1,142.98	416,537.26	1,072.98	417,610.24
2285	CONCEALED HANDGUN LICENSE	785,987.81	5,370.50	5,663.56	785,694.75	0.00	785,694.75
2286	SHERIFF-DRUG LAW ENFORCEMENT	5,177.89	0.00	0.00	5,177.89	604.94	5,782.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	441,939.90	22,581.71	848.92	463,672.69	43.27	463,715.96
2288	COMM BASED CORRECTIONS DONATIO	12,440.99	0.00	40.00	12,400.99	0.00	12,400.99
2289	COMMUNITY BASED CORRECTIONS	312,346.65	0.00	68,815.39	243,531.26	0.00	243,531.26
2290	HAZ MAT EMERG PLAN SPEC FUND	5.76	0.00	0.00	5.76	0.00	5.76
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	363.00	0.00	2,267.32	0.00	2,267.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	6,012.00	0.00	0.00	6,012.00	0.00	6,012.00
2294	SHERIFF DARE LAW ENFORC GRANT	9,207.42	8,286.67	9,207.42	8,286.67	0.00	8,286.67
2295	TACTICAL RESPONSE UNIT	24,407.91	6,284.16	8,252.18	22,439.89	8,252.18	30,692.07
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCMT & EDUCATN 4511.19G5A	148,051.13	215.00	0.00	148,266.13	0.00	148,266.13
2298	REHAB INC FUNDS	100,432.46	0.00	0.00	100,432.46	0.00	100,432.46
2299	COUNTY TRANSIT	1,086,647.13	472,595.34	234,516.67	1,324,725.80	213,888.00	1,538,613.80
3327	BOND RETIREMENT SPECIAL ASSMT	183,489.95	0.00	115,356.31	68,133.64	115,356.31	183,489.95
3360	STATE OPWC LOAN	56,357.85	0.00	56,357.85	0.00	56,357.85	56,357.85
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	2,861,732.00	0.00	430,715.00	2,431,017.00	430,715.00	2,861,732.00

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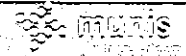
FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651.29	0.00	0.00	19,651.29	0.00	19,651.29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	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	738,899.88	0.00	0.00	738,899.88	0.00	738,899.88
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	9,892,902.97	2,000.00	0.00	9,894,902.97	0.00	9,894,902.97
4452	STEPHENS RD BRIDGE REPLACEMENT	215,835.55	0.00	0.00	215,835.55	0.00	215,835.55
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	179,451.01	0.00	2,696.67	176,754.34	0.00	176,754.34
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	22,355.07	0.00	0.00	22,355.07	0.00	22,355.07
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	2,993.06	0.00	0.00	2,993.06	0.00	2,993.06
4460	MCCLURE RD BRIDGE PROJ	15,807.38	0.00	7,420.11	8,387.27	0.00	8,387.27
4461	TOWNSHIP LINE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	2,000.00	2,000.00
4462	COUNTY RD #182 BRIDGE REHAB	176,778.85	0.00	23,082.00	153,696.85	0.00	153,696.85
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4464	GROG RUN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4465	BUTLER WARREN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,632,103.73	0.00	28,159.75	5,603,943.98	0.00	5,603,943.98
4479	AIRPORT CONSTRUCTION	451,464.59	0.00	2,690.00	448,774.59	0.00	448,774.59

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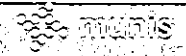
FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,282,460.61	0.00	0.00	1,282,460.61	0.00	1,282,460.61
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	9,268,750.65	0.00	1,153,493.96	8,115,256.69	0.00	8,115,256.69
4492	COMMUNICATION PROJECTS	3,101,241.88	0.00	79,102.80	3,022,139.08	39,941.35	3,062,080.43
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,001,345.21	0.00	6,975.00	994,370.21	0.00	994,370.21
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	8,024,119.13	0.00	8,500.00	8,015,619.13	8,500.00	8,024,119.13
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	25,096,002.46	2,283,631.38	1,424,988.08	25,954,645.76	140,770.02	26,095,415.78
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,747,754.90	196,115.93	14,491.12	2,929,379.71	6,203.38	2,935,583.09
5580	SEWER REVENUE	28,581,158.33	1,085,444.05	834,836.75	28,831,765.63	170,268.38	29,002,034.01
5581	SEWER IMPROV-WC VOCATIONAL SCH	317,321.46	6,281.47	0.00	323,602.93	0.00	323,602.93
5583	WATER CONST PROJECTS	1,218,240.72	2,534.80	145,615.99	1,075,159.53	7,193.75	1,082,353.28
5590	STORM WATER TIER 1	356,834.32	0.00	5,340.20	351,494.12	5,340.20	356,834.32
6619	VEHICLE MAINTENANCE ROTARY	15,960.29	152,813.31	55,034.76	113,738.84	37,633.79	151,372.63
6630	SHERIFF'S POLICING REVOLV FUND	1,472,564.85	3,591.55	431,255.53	1,044,900.87	2,969.46	1,047,870.33
6631	COMMUNICATIONS ROTARY	274,146.18	3,795.15	7,519.95	270,421.38	961.69	271,383.07
6632	HEALTH INSURANCE	479,527.95	4,238,399.00	3,167,489.10	1,550,437.85	24,432.93	1,574,870.78
6636	WORKERS COMP SELF INSURANCE	1,604,019.94	153.97	60,531.80	1,543,642.11	34,657.99	1,578,300.10
6637	PROPERTY & CASUALTY INSURANCE	255,873.72	0.00	0.00	255,873.72	0.00	255,873.72
6650	GASOLINE ROTARY	123,048.58	84,993.42	89,075.81	118,966.19	1,550.05	120,516.24
7707	P.E.R.S. ROTARY	2,703.44	0.00	0.00	2,703.44	0.00	2,703.44
7708	TOWNSHIP FUND	0.00	507,260.05	507,260.05	0.00	0.00	0.00
7709	CORPORATION FUND	12,832.20	227,375.08	221,025.64	19,181.64	0.00	19,181.64
7713	WATER-SEWER ROTARY FUND	828,152.37	3,509,480.69	3,774,107.22	563,525.84	11,963.60	575,489.44
7714	PAYROLL ROTARY	372,168.80	4,771,791.42	4,741,990.95	401,969.27	867,229.49	1,269,198.76

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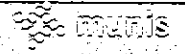
FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7715	NON PARTICIPANT ROTARY	-8,446.00	0.00	0.00	-8,446.00	0.00	-8,446.00
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	4,616,034.44	691,204.29	43,010.13	5,264,228.60	37,488.76	5,301,717.36
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	4,269.52	1,534.70	0.00	5,804.22	0.00	5,804.22
7720	LOCAL GOVERNMENT FUND	0.00	434,843.24	434,843.24	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	874.49	134.77	0.00	1,009.26	0.00	1,009.26
7723	GASOLINE TAX	0.00	560,266.73	560,266.73	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	288,518.69	0.00	233,397.12	55,121.57	0.00	55,121.57
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	56,798.56	56,798.56	0.00	0.00	0.00
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,102,622.78	1,102,622.78	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	12,208.00	2,943.63	1,340.78	13,810.85	24,748.51	38,559.36
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	5,232.38	3,369.58	0.00	8,601.96	0.00	8,601.96
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	2,588.67	11,319.00	12,208.41	1,699.26	12,212.38	13,911.64
7742	LIBRARIES	0.00	495,042.23	495,042.23	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	3,331.81	1,899.24	0.00	5,231.05	0.00	5,231.05
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	4,444.44	1,000,061.43	899,626.00	104,879.87	0.00	104,879.87
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	531,524.00	274,740.00	483,959.00	322,305.00	483,959.00	806,264.00
7757	MERCY PASS THROUGH TO TID	742,592.14	0.00	742,592.14	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	188,792.44	188,792.44	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7765	RECORDER'S ESCROW FUND	30,723.43	242.30	1,546.00	29,419.73	0.00	29,419.73
7766	ESCROW ROTARY	749,433.51	0.00	15,821.00	733,612.51	15,821.00	749,433.51
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	23,253.38	1,794.07	0.00	25,047.45	0.00	25,047.45
7769	BANKRUPTCY POST PETITION CONDU	19,601.47	1,897.36	0.00	21,498.83	0.00	21,498.83
7772	LEBANON MUN ORD VIOLATION INDI	17,731.25	0.00	112.50	17,618.75	0.00	17,618.75
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	16,215.87	9,796.75	13,201.25	12,811.37	556.75	13,368.12
7776	UNDIVIDED EVIDENCE SHERIFF	23,279.69	0.00	0.11	23,279.58	0.00	23,279.58
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	383,196.98	1,571,900.00	457,282.72	1,497,814.26	409,489.48	1,907,303.74
7779	UNDIVIDED DRUG TASK FORCE SEIZ	322,255.10	0.00	2,722.00	319,533.10	902.00	320,435.10
7781	REFUNDABLE DEPOSITS	411,368.75	11,797.96	10,132.96	413,033.75	6,383.83	419,417.58
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	3,254,232.23	3,251,920.24	2,311.99	0.00	2,311.99
7788	UNDIVIDED PUBLIC UTILITY Dereg	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
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	94,332.70	78,048.00	0.00	172,380.70	0.00	172,380.70
7795	UNDIVIDED INDIGENT FEES	0.00	1,218.50	1,218.50	0.00	243.70	243.70
7796	MASON MUN ORD VIOLATION INDIGE	3,475.74	10,000.00	187.50	13,288.24	0.00	13,288.24
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	55,628.13	55,628.13	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	674,404.46	294.91	0.00	674,699.37	0.00	674,699.37
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	9,341,157.62	284,557.32	436,249.14	9,189,465.80	18,623.39	9,208,089.19
9912	FOOD SERVICE	223,592.14	3,237.00	40,749.33	186,079.81	258.00	186,337.81

Financial Statement for 2022 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	191,971.22	7,193.25	39,502.00	159,662.47	3,400.00	163,062.47
9925	SOIL & WATER CONSERVATION DIST	776,376.61	0.00	85,781.74	690,594.87	7,566.25	698,161.12
9928	REGIONAL PLANNING	345,705.20	40,195.00	36,765.77	349,134.43	121.40	349,255.83
9938	WARREN COUNTY PARK DISTRICT	2,086,938.41	153,803.23	204,883.69	2,035,857.95	5,527.23	2,041,385.18
9944	ARMCO PARK	343,893.22	164,255.96	91,470.10	416,679.08	567.25	417,246.33
9953	WATER SYSTEM FUND	55,270.27	913.00	1,326.15	54,857.12	239.35	55,096.47
9954	MENTAL HEALTH RECOVERY BOARD	16,415,819.48	456,386.48	1,407,581.00	15,464,624.96	607,693.39	16,072,318.35
9961	HEALTH GRANT FUND	4,750.54	318,398.35	118,621.79	204,527.10	0.00	204,527.10
9963	CAMPGROUNDS	3,246.12	0.00	0.00	3,246.12	0.00	3,246.12
9976	HEALTH - SWIMMING POOL FUND	177,961.46	0.00	3,252.83	174,708.63	0.00	174,708.63
9977	DRUG TASK FORCE COG	643,433.46	3,137.00	3,625.20	642,945.26	1,870.75	644,816.01
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		377,187,690.33	43,997,197.40	59,978,486.42	361,206,401.31	5,225,465.52	366,431,866.83

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for November, 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.

Resolution

Number 24-1764

Adopted Date December 20, 2024

ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

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

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/lkl

cc: Auditor Juvenile (file)
Cash Advance file Economic Development (file)
Operational Transfer file Engineer (file)
Appropriation Decrease file Commissioners' file
Supplemental App. file Sheriff (file)
Amended Certificate file Solid Waste (file)
Appropriation Adj. file OGA (file)
OMB (file) County Court (file)
Water/Sewer (file) Children Services (file)
Human Services (file) Domestic Relations (file)
Garage (file) Board of Elections (file)
Building & Zoning (file) Clerk of Courts (file)
Emergency Services (file) OhioMeansJobs (file)
Dog & Kennel (file) Veterans (file)
Franklin Municipal (file)

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATION INTO LODGING TAX FUND #2232

BE IT RESOLVED, to accept an amended certificate and approve a supplemental appropriation for the Lodging Tax for distributions to Warren County Convention and Visitors Bureau and Warren Co Port Authority:

\$ 120,000.00 into #22321110-5750 (Lodging Tax – Distribution of Funds)

Journal #553

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


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

Resolution adopted this 10th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

- cc: Auditor _____
 Amended Certificate file
 Supplemental App. file
 OMB (file)

Approved By


 To be Ratified
 Date: 12/17/24

✓ 553

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5703.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 9th, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2024	Taxes	Other Sources	Total
County Lodgings Tax	\$495,902.92		\$3,325,000.00	\$3,820,902.92
Fund 2232				
TOTAL	\$495,902.92	\$0.00	\$3,325,000.00	\$3,820,902.92

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

AMEND 24 26
 Fund 2232 40410 +25,000.00

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LODGING TAX FUND #2231

BE IT RESOLVED, to approve a supplemental appropriation for Lodging Tax distributions to Warren County Convention and Visitors Bureau and Warren County Port Authority:

\$ 15,000.00 into #22310999-5750 (Lodging 1% – ADDL 1% Lodging Tax Pass Thru)

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

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

*Journal #
549*

Resolution adopted this 10th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Supplemental App. file
OMB (file)

Approved By
[Signature]
To be Ratified
Date: *12/17/24*

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011112

BE IT RESOLVED, to approve the following supplemental appropriation in order to process a Water/Sewer interest:

Journal # 660

\$ 623.00 into #11011112-5742 (Genl BOCC OT Human Svc Mandate)

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

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

Resolution adopted this 11th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Supplemental App. file
Commissioners' file
OMB

Approved By
[Signature]

To be Ratified
Date: *12/17/24*

APPROVING APPROPRIATION ADJUSTMENTS WITHIN COMMISSIONERS' FUND #11011115

BE IT RESOLVED, to approve the following appropriation adjustments:

- \$ 10,145.00 ✓ from #11011115-5910 ✓ (Genl OMB Other Expense) ✓
- \$ 8,800.00 ✓ into #11011115-5102 ✓ (Genl OMB Regular Salaries) ✓
- \$ 1,240.00 ✓ into #11011115-5811 ✓ (Genl OMB PERS)
- \$ 105.00 ✓ into #11011115-5820 ✓ (Genl OMB Health & Life Ins) ✓

Journal # 337

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

- M
- M
- M

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
OMB (file)

Approved By
[Signature]
To be Ratified
Date: *12/17/24*

APPROVING APPROPRIATION ADJUSTMENTS WITHIN COMMISSIONERS' FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustments:

- \$ 999.00 ✓ from #11011110-5317 ✓ (Genl BOCC Non Capital Purchase) ✓
- \$ 11,805.00 ✓ from #11011110-5320 ✓ (Genl BOCC Capital Purchase) ✓
- \$ 700.00 ✓ from #11011110-5370 ✓ (General Fd Software) ✓
- \$ 9,000.00 ✓ from #11011110-5840 ✓ (Genl BOCC Unemployment Comp) ✓
- \$ 7,000.00 ✓ from #11011110-5850 ✓ (Genl BOCC Training & Education) ✓
- \$ 2,896.00 ✓ from #11011110-5911 ✓ (General Fd Non Taxable Meal Fringe) ✓
- \$ 20,000.00 ✓ into #11011110-5102 ✓ (Genl BOCC Reg Salaries)
- \$ 2,600.00 ✓ into #11011110-5811 ✓ (Genl BOCC PERS) ✓
- \$ 8,900.00 ✓ into #11011110-5820 ✓ (Genl BOCC Health & Life Ins) ✓
- \$ 900.00 ✓ into #11011110-5871 ✓ (Genl BOCC Medicare) ✓

Journal #336

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

- M
- M
- M

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
OMB (file)

Approved By
[Signature]
To be Ratified
Date: 12/17/24

APPROVING APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS' FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 6,800.00 ✓ from #11011110-5320 ✓ (Genl BOCC Capital Purchase) ✓
into #11011110-5317 ✓ (Genl BOCC Non Capital Purchase) ✓

Journal #296

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

- M
- M
- M

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
OMB (file)

Approved By
[Signature]
To be Ratified
Date: 12/17/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE
FUND #6632

BE IT RESOLVED, to approve the following appropriation adjustment:

\$55,000.00	from	#66320100-5932	(Medical Rx Claims)
\$50,000.00	into	#66320100-5910	(Other Expense)
\$ 5,000.00	into	#66320100-5934	(Vision Claims)

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


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

Resolution adopted this 5th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc: Auditor _____
 Appropriation Adj. file
 OMB (file)

Approved By

 To be Ratified
 Date: _____

Journal
 342

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN WORKERS COMP FUND #6636

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,500.00 ✓ from #66360110-5102 ✓ (Regular Salaries) ✓ JOURNAL #594 ✓
into #66360110-5820 ✓ (Health & Life Insurance) ✓

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


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

Resolution adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor ✓
Appropriation Adj. file
OMB (file)

Approved By


To be Ratified
Date: 12/20/24

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$200.00 from #11011300-5210 (Material &Supplies)
 into #11011300-5811 (PERS)

Journal # 870

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

M
M
M

Resolution adopted this day of December, 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

Appropriations adj

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

Approved By
[Signature]
To be Ratified
Date: 12-20-24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS
FUND #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,800 from #11011300-5210 (Material And Supplies) *Journal # 818*
 into #11011300-5102 (Regular Salaries)

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

M
M
M

Resolution adopted this day of December, 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

Approved By
[Signature]
To be Ratified
Date: *12/20/24*

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS
FUND #11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00 ✓ from #11011300-5210 ✓ (Material & Supplies) ✓ **JOURNAL #550** ✓
into #11011300-5421 ✓ (Rent) ✓

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


M
M
M

Resolution adopted this day of December, 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

Approved By


To be Ratified
Date: 12/20/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS
FUND #11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00 ✓ from #11011300-5210 ✓ (Material And Supplies) ✓ **JOURNAL #497** ✓
into #11011300-5151 ✓ (Election Poll Workers) ✓

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

M
M
M

Resolution adopted this day of December, 2024.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk
Krystal Powell

Appropriations adj

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

Approved By

[Signature]
To be Ratified
Date: 12/20/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$12,000.00 ✓ from #11012300-5210 ✓ (Materials & Supplies) ✓ JOURNAL #728 ✓
into #11012300-5317 ✓ (Non Capital Purchase) ✓

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


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

Resolution adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
Building/Zoning (file)

Approved By

To be Ratified
Date: 12/20/24

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE CLERK OF COURTS
FUND #11011282 AND THE CLERK OF COURTS CERTIFICATE OF TITLE FUND #2250

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 1,000.00 ✓ from #11011282-5102 ✓ (Regular Salaries) ✓ **JOURNAL #675** ✓
 into #11011282-5910 ✓ (Other Expense) ✓

\$ 1,000.00 ✓ from #22501260-5317 ✓ (Non Capital Purchase) ✓
 Into #22501260-5400 ✓ (Purchased Services) ✓

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


- Mr. Young -
- Mr. Grossmann -
- Mrs. Jones -

Resolution adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor ✓
Appropriation Adj. file
Clerk of Courts (file)

Approved By

 To be Ratified
 Date: 12/20/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 700.00 ✓ from #22501260-5940 ✓ (Travel) ✓ **JOURNAL #468** ✓
into #22501260-5850 ✓ (Training/Education) ✓

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

- Mr. Young -
- Mr. Grossmann -
- Mrs. Jones -

Resolution adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/js

cc: Auditor ✓
Appropriation Adj. file
Clerk of Courts(file)

Approved By



To be Ratified

Date: 12/20/24

APPROVING APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustments:

- \$32,132.52 ✓ from #22735100-5820 ✓ (Health & Life Insurance) ✓
into #22735100-5447 ✓ (Child Placement Specialized) ✓
- \$30,000.00 ✓ from #22735100-5400 ✓ (Purchase Services) ✓
into #22735100-5447 ✓ (Child Placement Specialized) ✓
- \$1,632.95 ✓ from #22735100-5317 ✓ (Non-Capital Purchases) ✓
into #22735100-5114 ✓ (Overtime Pay) ✓

Journal # 347

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

- M
- M
- M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

jc/appadj 12.5.24

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

Approved By
[Signature]
To be Ratified
Date: 12/17/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

Journal # 344

- \$ 2650.00 ✓ from #11011280-5910 ✓ (Co Ct Other Expense) ✓
into #11011280-5102 ✓ (Co Ct Regular Salaries) ✓
- \$ 400.00 ✓ from #11011280-5400 ✓ (Co Ct Purchased Services) ✓
Into #11011280-5811 ✓ (Co Ct Pers) ✓
- \$75.00 ✓ from #11011280-5400 ✓ (Co CT Purchased Services) ✓
Into #11011280-5871 ✓ (Co CT Medicare) ✓

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

- M
- M
- M

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

Approved By
[Signature]
To be Ratified
Date: 12/17/24

APPROVING A SUPPLEMENTAL APPROPRIATION INTO DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following supplemental appropriation:

\$940.00 into #22062700-5102 (Regular Salaries)

Journal # 819

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

- M
- M
- M

Resolution adopted this _____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Supp. App. file
Dog & Kennel (file)

Approved By
[Signature]
To be Ratified
Date: *12/20/24*

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS COURT FUND #11011230

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6300.00 ✓ from #11011230-5400 ✓ (Purchased Services) ✓
into #11011230-5820 ✓ (Health & Life Insurance) ✓

Journal #375

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

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
Domestic Relations Court (file)

Approved By
[Signature]
To be Ratified
Date: *12/17/24*

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

Journal # 173

\$90.00 ✓ from #11011116-5910 ✓ (Econ Dev Other Expense) ✓
into #11011116-5911 ✓ (Econ Dev Non Taxable Meal Fringe) ✓

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

M
M
M

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

RB/

cc: Auditor _____
Appropriation Adjustment file
Economic Development (file)

Approved By
[Signature]
To be Ratified
Date: 12/17/24

APPROVING APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 10,000.00 ✓ from #22023110-5210 ✓ (Materials and Supplies) ✓ Journal # 353
into #22023110-5400 ✓ (Purchased Services) ✓

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

- M
- M
- M

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
Engineer (file)

Approved By
[Signature]
To be Ratified
Date: 12/17/24

APPROVING A SUPPLEMENTAL APPROPRIATION INTO MOTOR VEHICLE FUND #2202, AN OPERATIONAL TRANSFER FROM MOTOR VEHICLE FUND #2202 INTO THE ROACHESTER-COZADDALE FUND #4459, AND REPAYMENT OF CASH ADVANCE FROM THE ROACHESTER COZADDALE FUND #4459 INTO MOTOR VEHICLE FUND #2202

BE IT RESOLVED, to approve the following supplemental appropriation, operational transfer and cash advance repayment in order to finalize the Roachester-Cozaddale Project and Project Fund:

Supplemental Appropriation

\$24,006.94 ✓ into 22023130-5997 ✓ (Operational Transfer) ✓ **JOURNAL #569** ✓

Operational Transfer

\$24,006.94 from #22023130-5997 (Operational Transfer Out)
into #4459-49000 (Operational Transfer In)

Repayment of Cash Advance

\$27,000.00 from #4459-45556 (Advance of Cash Out)
into #2202-45555 (Advance of Cash In)

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

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

Resolution adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor ✓
Operational Transfer file
Cash Advance file
Engineer (file)

Approved By
[Signature]
To be Ratified
Date: 12/22/24

APPROVING AN APPROPRIATION DECREASE FOR THE MASON MORROW
MILLGROVE BRIDGE PROJECT FUND #4458

BE IT RESOLVED, to approve the following appropriation decrease:

\$1,811,793.27 ✓ from 44583130-5320 ✓ (Capital Purchases) *JOURNAL #601* ✓

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

M
M
M

Resolution adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor ✓
Engineer (file)
OMB

Approved By

[Handwritten Signature]

To be Ratified

Date: 12/20/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/
COMMUNICATIONS FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$103.00 ✓ from #11012850-5210 ✓ (Material & Supplies) ✓ **JOURNAL #662** ✓
Into #11012850-5317 ✓ (Dispatch Non Capital Purchases) ✓

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


M
M
M

Resolution adopted this _____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Emergency Services (file)

Approved By

To be Ratified
Date: 12/20/24

APPROVE APPROPRIATION DECREASES WITHIN WARREN COUNTY GARAGE FUND #6619

BE IT RESOLVED, to approve the following appropriation decrease:

Journal # 19

- \$2,300.00 ✓ from #66191110-5210 ✓ (Material & Supplies) ✓
- \$5,100.00 ✓ from #66191110-5102 ✓ (Regular Salaries) ✓
- \$15,000.00 ✓ from #66191110-5320 ✓ (Capital Purchase) ✓
- \$8,000.00 ✓ from #66191110-5317 ✓ (Non Capital Purchase) ✓
- \$3,600.00 ✓ from #66191110-5114 ✓ (Overtime Pay) ✓

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

- M
- M
- M

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Decrease file
Garage (file)

Approved By
[Signature]
To be Ratified
Date: *12/17/24*

APPROVING A SUPPLEMENTAL APPROPRIATION INTO FRANKLIN MUNICIPAL COURT FUND #11011271

BE IT RESOLVED, to approve the following supplemental appropriation:

Journal # 869

\$ 153.00 into #11011271-5811 (Genl Fund – Franklin PERS)

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Supplemental App. file
Commissioners' file
OMB

Approved By
[Signature]
To be Ratified
Date: 12-20-24

J/869

APPROVE APPROPRIATION ADJUSTMENT^S WITHIN GRANTS ADMINISTRATION
FUND #2265

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustments:

\$200.00 ✓ from 22653410-5850 ✓ (Training / Education) ✓ *Journal # 314*
into 22653410-5811 ✓ (PERS) ✓

\$1,300.00 ✓ from 22653420-5317 ✓ (Non Capital) *Purchase Journal # 318*
Into 22653410-5102 ✓ (Salaries)
Regular

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

M
M
M

Resolution adopted this ____ day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/sm

cc: Auditor _____
Appropriation Adj. file
OGA (file)

Approved By
[Signature]
To be Ratified
Date: *12/17/24*

APPROVING APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND #2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services fund 2203:

\$ 5,000.00 ✓ from 22035310-5400 ✓ (Purchased Services) ✓ into 22035310-5210 ✓ (Material & Supplies) ✓ Journal # 460

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

- M
M
M

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Human Services (file)

Approved By
To be Ratified
Date: 12/17/24

APPROVING AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the fifth and sixth monthly disbursement of their mandated share for SFY 2025 be transferred into the Human Services Public Assistance Fund #2203.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioner Fund #1101 to Human Services Fund #2203:

\$34,542.00 from #11011112-5742 (Commissioners Grants – Public Assistance)
into #2203-49000 (Human Services – Public Assistance)

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


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

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Operational Transfer file
Human Services (file)
OMB

Approved By


To be Ratified
Date: 12/17/24

APPROVING APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court RECLAIM Fund #2247:

Journal # 22

\$500.00 ✓ from 22471242-5400 ✓ (Purchased Services) ✓
into 22471242-5940 ✓ (Travel) ✓

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

M
M
M

Resolution adopted this th day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
Juvenile (file)

Approved By
[Signature]
To be Ratified
Date: 12/17/24

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION FUND
#11012600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile
Detention fund #11012600:

Journal # 169

\$ 7,000.00 ✓ from 11012600-5400 ✓ (Juv Det Purchased Services) ✓
into 11012600-5370 ✓ (Software Non Data Board) ✓

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


M
M
M

Resolution adopted this th day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
Juvenile (file)

Approved By


To be Ratified
Date: 12/17/24

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND
#1011250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court
fund #11011250:

\$ 3,800.00 ✓ from 11011250-5421 ✓ (Probate Rent or Lease) ✓
into 11011250-5400 ✓ (Probate Purchased Services) ✓

Journal # 275

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


M
M
M

Resolution adopted this th day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor____
Appropriation Adj. file
Juvenile Probate (file)

Approved By

To be Ratified
Date: 12/17/24

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court RECLAIM FUND#2247:

\$2000.00 ✓ from 22471242-5400 ✓ (Purchased Services) ✓ *Journal #277*
into 22471242-5811 ✓ (PERS) ✓

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

M
M
M

Resolution adopted this th day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
Juvenile (file)

Approved By
[Signature]

To be Ratified
Date: *12/17/24*

APPROVING AN APPROPRIATION DECREASE FROM OHIOMEANSJOBS WARREN COUNTY FUND #2258

BE IT RESOLVED, to approve appropriation decrease within the OhioMeansJobs Warren County Fund # 2258.

✓\$ 30,000.00 from 22585800-5663 ✓ (Classroom Training-Adult) (JOURNAL #541) ✓

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

- M
- M
- M

Resolution adopted this day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor ✓
Appropriation Decrease file
OhioMeansJobs (file)

Approved By
[Signature]
To be Ratified
Date: 12/20/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630 in order to process a vacation payout for Jacob Halsey, former employee of the Sheriff's Office-Deerfield Township Post:

\$6,009.41 ✓ from 66302251-5830 ✓ (Workers Compensation) ✓ *Journal*
into 66302251-5882 ✓ (Vacation Leave Payout) ✓ *#308*

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

M
M
M

Resolution adopted this ___ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

Approved By
[Signature]
To be Ratified
Date: *12/17/24*

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN VETERANS FUND 11015220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2.15 from #11015220-5920 (Vet SRelief Allowances)
into #11015220-5871 (Medicare)

Journal # 830

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

- M
- M
- M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
Veterans (file)

Approved By
[Signature]
To be Ratified
Date: 12/20/24

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND NO. 5510

WHEREAS, the Water and Sewer Department incurs operational costs pertaining to purchased water and utilities; and

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

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

- \$75,000.00 ✓ from 55103200 - 5210 ✓ (Materials & Supplies) ✓
 into 55103200 - 5400 ✓ (Purchased Services) ✓ *Journal # 228*
- \$70,000.00 ✓ from 55103200 - 5370 ✓ (Software) ✓
 into 55103200 - 5430 ✓ (Utilities) ✓
- \$300,000.00 ✓ from 55103200 - 5210 ✓ (Materials & Supplies) ✓
 into 55103200 - 5430 ✓ (Utilities) ✓

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

- M
- M
- M


Resolution adopted this 10th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

mbz

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

Approved By

 To be Ratified
 Date: 12/17/24

APPROVING APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to wastewater treatment services and utilities; and;

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

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

\$175,000.00 ✓ from 55803300 - 5998 ✓ (Reserve/Contingency) ✓ Journal # 221
into 55803300 - 5430 ✓ (Utilities) ✓

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

- M
- M
- M


Resolution adopted this 10th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

mbz

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

Approved By


To be Ratified
Date: 12/17/24

APPROVING APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to vehicle maintenance;
and

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

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

\$16,000.00 ✓ from 55103200 - 5998 ✓ (Reserve/Contingency) ✓ *Journal #27*
into 55103200 - 5462 ✓ (Vehicle Maintenance) ✓

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

- M
- M
- M

Resolution adopted this 10th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

mbz

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

Approved By
[Signature]

To be Ratified
Date: 12/17/24

APPROVING CASH ADVANCE FROM WATER 5510 (SURPLUS) INTO 7715 NON-PARTICIPANT ROTARY FUND

WHEREAS, the Warren County Water and Sewer Department has identified a temporary shortfall in Fund 7715 (Non-Participants Rotary Fund) as the result of an overpayment for a Non-Participant Fee due to U.S. Army Corps of Engineers; and

WHEREAS, the overpayment has caused Fund 7715 to have a negative balance, requiring immediate action to restore the fund's integrity; and

WHEREAS, Fund 5510 (Water Revenue Fund) has sufficient resources to temporarily support Fund 7715 until reimbursement is received from the U.S. Army Corps of Engineers; and

WHEREAS, the temporary cash advance will be reversed upon receipt of the reimbursement, ensuring no long-term impact to Fund 5510; and

NOW THEREFORE BE IT RESOLVED, to approve the following Cash Advance:

\$8,446.00	from	#F-55103200-AAREVENUE - 5510-45556	(Advance of Cash Out)
	into	7715-45555	(Advance of Cash In)

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

- M
- M
- M

Resolution adopted this 10th day of December 2024.


BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

mbz

cc: Auditor _____
Operational Transfer file

Water/Sewer (File)

Approved By


 To be Ratified
 Date: 12/17/24

APPROVING APPROPRIATION DECREASES FOR WATER CONSTRUCTION PROJECT FUND #5583 AND SEWER CONSTRUCTION PROJECT FUND #5575

WHEREAS, the Water and Sewer Department has been approved for appropriations in Water Construction Project Fund #5583 and Sewer Construction Project Fund #5575 in the 2024 budget process; and

WHEREAS, due to change orders and projects delayed until 2025, some appropriations will not be necessary for the 2024 calendar year.

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

\$9,241,361.74 ✓	from #55753300-5320 ✓	(Capital Purchases) ✓	JOURNAL #627 ✓
\$ 158,266.00 ✓	from #55753300-5400 ✓	(Purchased Services) ✓	
\$7,698,959.10 ✓	from #55833200-5320 ✓	(Capital Purchases) ✓	
\$ 250,000.00 ✓	from #55833200-5400 ✓	(Purchased Services) ✓	

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


M
M
M

Resolution adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

mbz
cc: Auditor ✓
Appropriation Decrease file
Water/Sewer (file)
OMB

Approved By


To be Ratified
Date: 12/20/24

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

Resolution

Number 24-1765

Adopted Date December 20, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/03/24, 12/05/24, 12/06/24, 12/10/24, 12/12/24, 12/13/24, 12/17/24, and 12/19/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-1766

Adopted Date December 20, 2024

ENTERING INTO A NEW STREETS AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HAMILTON TOWNSHIP APARTMENTS, LLC FOR HAMILTON POINTE, SECTION 1 IN HAMILTON TOWNSHIP, REPLACING THE CURRENT STREET AND APPURTENANCES SECURITY AGREEMENT #24-010 (P/S)

WHEREAS, pursuant to Resolution #24-0523 adopted April 16, 2024, this Board entered into a security agreement with developer Hamilton Pointe Investment, LLC, for the installation and maintenance of Hamilton Pointe, Section 1 in the amount of \$1,551,324.71; and

WHEREAS, Hamilton Township Apartments, LLC is now owner of record, desires to provide a certified check with a new Bank for surety; and

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

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

ENTER NEW SECURITY AGREEMENT

Bond Number	:	24-023 (P/S)
Development	:	Hamilton Pointe, Section 1
Developer	:	Hamilton Township Apartments, LLC
Township	:	Hamilton
Amount	:	\$1,551,324.71
Surety Company	:	PNC Bank – Cashier's Check #4255269

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Hamilton Township Apartments, LLC, 4901 Hunt Rd, Ste 300, Cincinnati, OH 45242
OMB – J. Stilgenbauer
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT
STREETS, APPURTENANCES & SIDEWALKS**

Security Agreement No.

24-023 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between **Hamilton Township Apartments, LLC** (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and **PNC Bank, National Association** (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in **Hamilton Pointe** **Subdivision, Section/Phase 1** (3) (hereinafter the "Subdivision") situated in **Hamilton** (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 **\$1,193,326.70**, and that the Improvements that have yet to be completed and approved may be constructed in the sum of **\$1,193,326.70**; 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 **\$1,551,324.71** 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 4 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 \$238,665.34 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:

Hamilton Township Apartments, LLC

4901 Hunt Rd.

Suite 300

Cincinnati, OH 45242

Ph. (**513**) **984** - **0300**

D. To the Surety:

PNC Bank, National Association

201 East Fifth Street, 2nd Floor

Cincinnati, OH 45202

Attn: Real Estate Banking

Ph. () -

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

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

 X **Certified check or cashier's check (attached) (CHECK # 4255269)**

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

 Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE:  _____

PRINTED NAME: **Brandon Guttman**

TITLE: Vice President of Hills Ventures, LLC, Manager

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1766, dated 12-20-24

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 12-20-24

RECOMMENDED BY:

By: Neil F. Tunison
COUNTY ENGINEER / clm

APPROVED AS TO FORM:

By: Bruno H. McHenry, Asst. Prosecutor
COUNTY PROSECUTOR

Key:

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

Resolution

Number 24-1767

Adopted Date December 20, 2024

ENTERING INTO A NEW SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HAMILTON TOWNSHIP APARTMENTS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HAMILTON POINTE, PHASE 1 LOCATED IN HAMILTON TOWNSHIP, REPLACING THE CURRENT SECURITY AGREEMENT 24-0010 (W/S)

WHEREAS, pursuant to Resolution 24-0522, adopted April 16, 2024, this Board entered into a security agreement with developer Hamilton Pointe Investment, LLC, for the installation of certain improvements in Hamilton Pointe, Section 1; and

WHEREAS, Hamilton Township Apartments, LLC is now owner of record and desires to provide a cashier's check as security.

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

NEW SECURITY AGREEMENT

Bond Number	:	24-023 (W/S)
Development	:	Hamilton Pointe Phase 1
Developer	:	Hamilton Township Apartments, LLC
Township	:	Hamilton
Amount	:	\$221,204.42
Surety Bond	:	PNC Bank – Cashier's Check #4255268

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

caw

cc: Hamilton Pointe Apartments, LLC, 4901 Hunt Road, Suite 300, Cincinnati, OH 45242
OMB – J. Stilgenbauer
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

24-023 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Hamilton Township
Apartments, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
PNC Bank, National Association (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Hamilton Pointe
Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in
Hamilton (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 \$170,157.25,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$170,157.25; 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 \$221,204.42 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 4 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 **\$17,015.73** 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:

Hamilton Township Apartments, LLC

4901 Hunt Rd.

Suite 300

Cincinnati, OH 45242

Ph. (**513**) **984** - **0300**

D. To the Surety:

PNC Bank, National Association
201 East Fifth Street, 2nd Floor
Cincinnati, OH 45202
Attn: Real Estate Banking

Ph. (_____) _____ - _____

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

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

- Certified check or cashier's check (attached) (CHECK # 4255268)**
- Original Letter of Credit (attached) (LETTER OF CREDIT # _____)**
- Original Escrow Letter (attached)**
- Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).**
- Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).**

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


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

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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: **Brandon Guttman** _____

TITLE: **Vice President of Hills Ventures, LLC, Manager**

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1767, dated 12/20/24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Gressmann

TITLE: President

DATE: 12-20-24

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

Resolution

Number 24-1768

Adopted Date December 20, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR HAMILTON POINTE, SECTION 1 FOR COMPLETION OF IMPROVEMENTS FOR HAMILTON POINTE, SECTION 1, SITUATED IN HAMILTON TOWNSHIP.

BE IT FURTHER RESOLVED, upon recommendation of the Warren County Engineer, to release the following bond for streets and appurtenances agreement which will be replaced by Bond #24-023 (P/S):

BOND AND SECURITY AGREEMENT RELEASE

Bond Number	:	24-010 (P/S)
Development	:	Hamilton Pointe, Section 1
Developer	:	Hamilton Pointe Investment, LLC
Township	:	Hamilton
Amount	:	\$1,551,324.71
Surety Company	:	Capitol Indemnity Corp (CIC1950491)

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Hamilton Pointe, Section 1, 7755 Montgomery Road, Cincinnati, OH 45236
Capitol Indemnity Corp, 1600 Aspen Commons, Ste 300, Middleton, WI 53562
Engineer (file)
Bond Agreement file

Resolution

Number 24-1769

Adopted Date December 20, 2024

APPROVING A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH HAMILTON POINTE INVESTMENT LLC FOR HAMILTON POINTE, PHASE 1 LOCATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release which will be replaced by Bond #24-023 (W/S):

RELEASE

Bond Number	:	24-010 (W/S)
Development	:	Hamilton Pointe Phase 1
Developer	:	Hamilton Pointe Investment, LLC
Township	:	Hamilton
Amount	:	\$296,846.23
Surety Bond	:	Capitol Indemnity Corporation (CIC 1950490)

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Hamilton Pointe Investment, LLC, 7755 Montgomery Road, Cincinnati, OH 45236
Capitol Indemnity Corporation, P.O. Box 5900, Madison, WI 53705-0900
Water/Sewer (file)
Bond Agreement file

Resolution

Number 24-1770

Adopted Date December 20, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE MAJORS AT SHAKER RUN SUBDIVISION, SECTION TWO, PHASE D, WATER EASEMENT SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

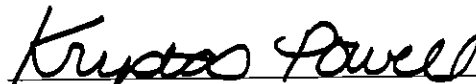
Bond Number	:	24-025 (W/S)
Development	:	Majors at Shaker Run, Section Two, Phase D Easement Plat
Developer	:	Grand Communities, LLC.
Township	:	Turtlecreek
Amount	:	\$4,464.40
Surety Company	:	Berkley Insurance Company (No. 0266349)

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Grand Communities, Ltd., Randy Acklin, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018
Berkley Insurance Company, 475 Steamboat Road, Greenwich CT 06830
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER BOND No. 0266349

Security Agreement No.

24-025 (W/S)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Majors at Shaker Run
Easement Plat **Subdivision, Section/Phase** ^{Sec 2, Ph D}(3) (hereinafter the "Subdivision") situated in
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$44,644.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$4,464.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Grand Communities, LLC

3940 Olympic Blvd, Suite 400

Erlanger, KY 41018

Ph. (859) 341 - 4709

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (203) 542 - 3800

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Michael Kady

PRINTED NAME: Michael Kady

TITLE: President

DATE: 12/12/24

SURETY:

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

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens

TITLE: attorney in fact

DATE: 12/12/24

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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 24-1770, dated 12-20-24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 12-20-24

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
Asst. COUNTY PROSECUTOR

Key:

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

Resolution

Number 24-1771

Adopted Date December 20, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRANDIN ROAD DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN ARBORS AT GRANDIN POND, SECTION 1, SITUATED IN THE CITY OF SOUTH LEBANON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	24-024 (W/S)
Development	:	Arbors at Grandin Pond, Section 1
Developer	:	Grandin Road Development, LLC
Township	:	South Lebanon
Amount	:	\$135,555.07
Surety Company	:	Westchester Fire Insurance Company (K41555890)

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Grandin Road Development, LLC, 7861 E. Kemper Road, Cincinnati, OH 45249
Westchester Fire Insurance Company, 436 Walnut Street, Philadelphia, PA 19106
Water/Sewer (file)
Bond Agreement file

Form WA-3
Rev. 08/2016

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

24-024 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between GRANDIN ROAD DEVELOPMENT, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Westchester Fire Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in ARBORES AT GRANDIN POND Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in City of Lebanon (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 1,355,530.70, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 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 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 _____ 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 \$135,555.07 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:

GRANDIN ROAD DEVELOPMENT, LLC
7861 E. KEMPER ROAD
CINCINNATI, OH 45249

Ph. (513) 702 - 9419

D. To the Surety:

Westchester Fire Insurance Company

436 Walnut Street

Philadelphia, PA 19106

Ph.(215) 640 - 1000

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

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

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

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

Original Escrow Letter (attached)

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

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

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

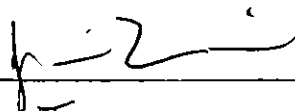
16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

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

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

DEVELOPER:

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

SIGNATURE: 


PRINTED NAME: Julie Zicka

TITLE: Member

DATE: 11-13-24

SURETY:

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

SIGNATURE: 

PRINTED NAME: Dustin Stevens

TITLE: Attorney in Fact

DATE: 11/12/2024

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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 24-1771, dated 12-20-24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Crossman

TITLE: Vice President

DATE: 12-20-24

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Thomas D. Cassidy, Thomas W. Chatham, Julie Cline, Linda L. Hogle, Dan E. Ries, Brittany Seaborn, Dustin Stevens and Susan A. Yeazell of Cincinnati, Ohio; Ralph E. Hodges and Cindy K. Main of Columbus, Ohio

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of April 2024.

Rupert H.D. Swindells

Rupert HD Swindells, Assistant Secretary

Warren Elchhorn

Warren Elchhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 10th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Elchhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Elchhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **November 12th, 2024**



Rupert H.D. Swindells
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Resolution

Number 24-1772

Adopted Date December 20, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR WILSON FARMS DEVELOPMENT, LLC, FOR COMPLETION OF IMPROVEMENTS IN WILSON FARMS, SECTION FIVE SITUATED IN FRANKLIN TOWNSHIP

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

BOND RELEASE

Bond Number	:	18-014 (P/S-M)
Development	:	Wilson Farms, Section Five
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Amount	:	\$95,004.26
Surety Company	:	Great American Insurance Co. (2556082)

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Wilson Farms Development, LLC, 2610 Crescentville Rd, West Chester, OH 45069
Great American Insurance Co., 301 E. 4th Street, Cincinnati, OH 45202
Engineer (file)
Bond Agreement file

Resolution

Number 24-1773

Adopted Date December 20, 2024

APPROVING KASSIDY DRIVE, GARRETT DRIVE AND SPENCER WAY IN WILSON FARMS, SECTION FIVE FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Kassidy Drive, Garrett Drive and Spencer Way have been constructed in compliance with the approved plans and specifications

Street Number	Street Name	Street Width	Street Mileage
2188-T	Kassidy Drive	0'-29'-0'	0.086
2189-T	Garrett Drive	0'-29'-0'	0.177
2373-T	Spencer Way	0'-29'-0'	0.142

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

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

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

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

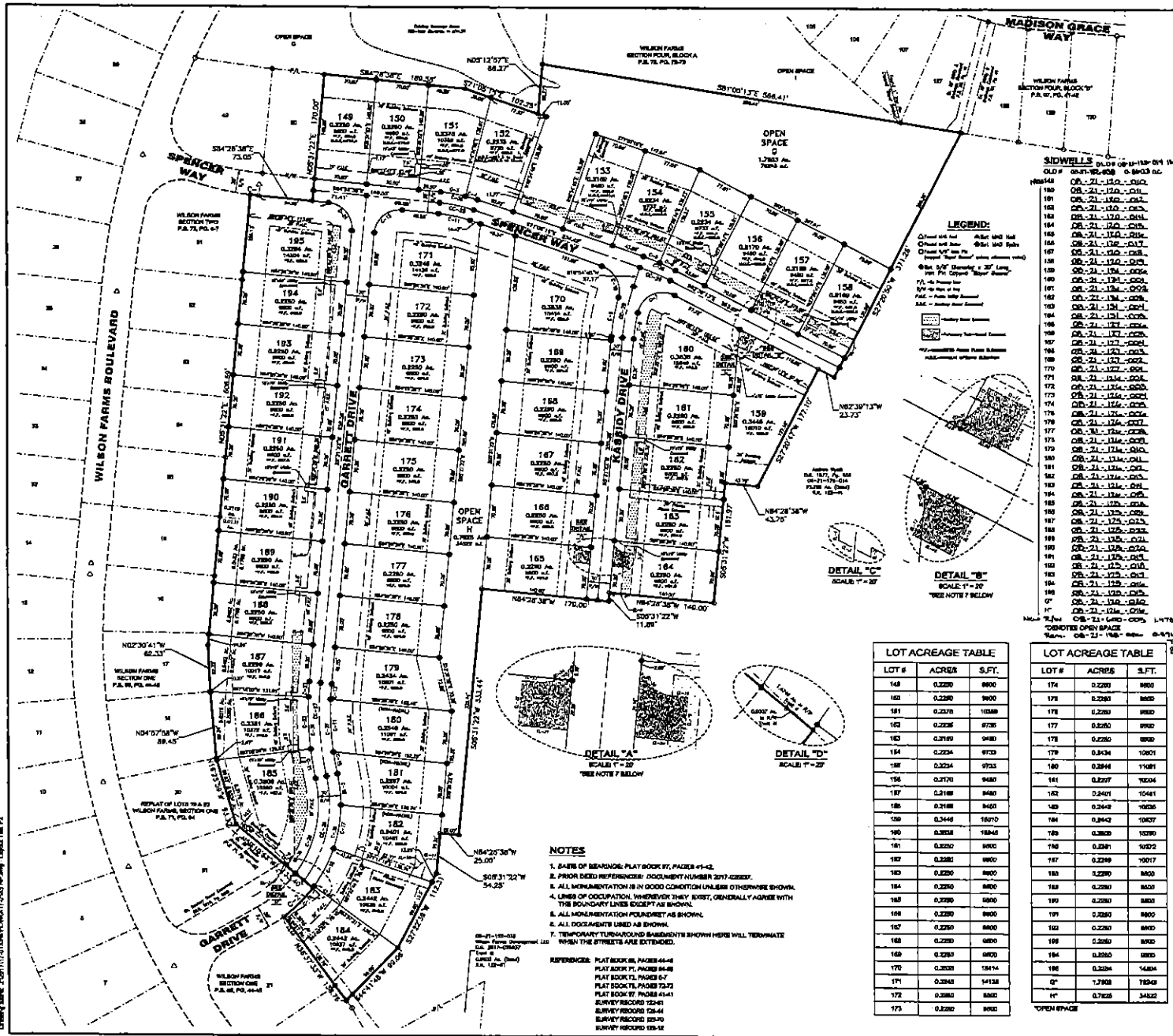
Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file



Curve	Date	Radius	Length	Chord
C-1	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-2	167°43'0"	190.00'	54.30'	146.10' @ 20°25' E 54.30'

Curve	Date	Radius	Length	Chord
C-1	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-2	167°43'0"	190.00'	54.30'	146.10' @ 20°25' E 54.30'
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C-24	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
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C-27	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-28	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
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C-14	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-15	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-16	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-17	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-18	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-19	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-20	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-21	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-22	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-23	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-24	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-25	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-26	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-27	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-28	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-29	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-30	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'

Curve	Date	Radius	Length	Chord
C-1	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-2	167°43'0"	190.00'	54.30'	146.10' @ 20°25' E 54.30'
C-3	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-4	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-5	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-6	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-7	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-8	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-9	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-10	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-11	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-12	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-13	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-14	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-15	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-16	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-17	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-18	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-19	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-20	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-21	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-22	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-23	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-24	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-25	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-26	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-27	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-28	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-29	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'
C-30	127°30'	415.04'	10.54'	383.44' @ 8°15' E 10.54'

Line	Direction	Distance
L-1	S74°15'0"E	272.52'
L-2	S89°30'0"E	43.11'
L-3	S89°30'0"E	16.16'
L-4	S89°30'0"E	4.31'
L-5	S89°30'0"E	22.82'
L-6	S89°30'0"E	1.67'
L-7	S89°30'0"E	6.67'
L-8	S89°30'0"E	16.16'
L-9	S89°30'0"E	22.82'
L-10	S89°30'0"E	4.31'
L-11	S89°30'0"E	16.16'
L-12	S89°30'0"E	22.82'
L-13	S89°30'0"E	4.31'
L-14	S89°30'0"E	16.16'
L-15	S89°30'0"E	22.82'
L-16	S89°30'0"E	4.31'
L-17	S89°30'0"E	16.16'
L-18	S89°30'0"E	22.82'
L-19	S89°30'0"E	4.31'
L-20	S89°30'0"E	16.16'
L-21	S89°30'0"E	22.82'
L-22	S89°30'0"E	4.31'
L-23	S89°30'0"E	16.16'
L-24	S89°30'0"E	22.82'
L-25	S89°30'0"E	4.31'
L-26	S89°30'0"E	16.16'
L-27	S89°30'0"E	22.82'
L-28	S89°30'0"E	4.31'
L-29	S89°30'0"E	16.16'
L-30	S89°30'0"E	22.82'

ROAD WAY DATA	74.31 L.F.
SPRACKER WAY	74.31 L.F.
GANNETT DRIVE	68.48 L.F.
MADISON GRACE WAY	68.48 L.F.

ACREAGE TABLE	ACRES
LOTS	11,391.00 ACRES
OPEN SPACE	2,408.00 ACRES
RIGHT OF WAY (TRACT 1)	1,678.00 ACRES
RIGHT OF WAY (TRACT 2)	1,678.00 ACRES
TOTAL SECTION FIVE	18,055.00 ACRES
TRACT ACRES	



Section	Area
Section 5	18,055.00 ACRES

Section	Area
---------	------

The Board of Trustees of Franklin Township, County of Warren, Ohio, met at a regular session at 6:00 p.m November 13, 2024, at Franklin Township, Warren County, Ohio, with the following Trustees present:

Shane Centers - Trustee
Matthew Jennings - Trustee
Brian Morris - Trustee

Mr. Jennings introduced the following resolution and moved its adoption:

**FRANKLIN TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 01-11132024**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON WILSON FARMS SECTION 5, FRANKLIN TOWNSHIP,
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Wilson Farms subdivision and approved them for maintenance by Franklin Township and Franklin Township is accepting the same for maintenance Section No. 52.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Franklin Township, Warren County, Ohio:

SECTION 1. Franklin Township accepts Section No. 5 of the Wilson Farms subdivision for maintenance.

SECTION 2. Franklin Township speed limit is hereby established at twenty-five (25) miles per hour.

SECTION 3. The Trustees of Franklin Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Franklin Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

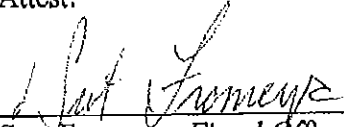
SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Rose seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Matthew Jennings -	Aye	<u>X</u>	Nay	_____
Rob Rose -	Aye	<u>X</u>	Nay	_____
Shane Centers -	Aye	<u>X</u>	Nay	_____

Resolution adopted this 13th day of November 2024.

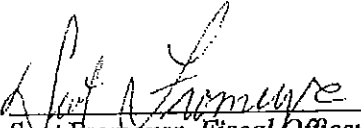
Attest:



Scot Fromeyer, Fiscal Officer

I, Scot Fromeyer, Fiscal Officer of Franklin Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Franklin Township, County of Warren, Ohio, at its regularly scheduled meeting on November 13, 2024.

Date: November 13th, 2024



Scot Fromeyer, Fiscal Officer

Resolution

Number 24-1774

Adopted Date December 20, 2024

APPROVING VARIOUS RECORD PLATS

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

- Greentree Acres, Burns Revision Phase 2 Replat – Turtlecreek Township
- Violet Replat – Clearcreek Township
- Majors at Shaker Run Section Two Phase D Easement Plat – Turtlecreek Township

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 24-1775

Adopted Date December 20, 2024

APPROVING OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510 & #5583, AND SEWER FUNDS #5580, & #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of November 2024:

- | | | |
|--------------|-------------------------------------|--|
| \$ 53,621.66 | from #11011112 5997 | (Operational Transfers) |
| | into #5510 44100 55103200 AAREVENUE | (Water Revenue - Interest Earnings) |
| \$ 6,052.03 | from #11011112 5997 | (Operating Transfers) |
| | into #5575 44100 55753300 AAREVENUE | (Sewer Construction Project – Interest Earnings) |
| \$ 59,565.72 | from #11011112 5997 | (Operational Transfers) |
| | into #5580 44100 55803300 AAREVENUE | (Sewer Revenue – Interest Earnings) |
| \$ 2,221.25 | from #11011112 5997 | (Operational Transfers) |
| | into #5583 44100 55833200 AAREVENUE | Water Construction Projects – Interest Earnings) |

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

JS/

cc: Auditor Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 24-1776

Adopted Date December 20, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COUNTY CONSTRUCTION FUND #11011112 AND OPERATIONAL TRANSFERS INTO FACILITIES MANAGEMENT CONSTRUCTION FUNDS #4467 & #4494, AND TELECOMMUNICATION INFRASTRUCTURE FUND #4492

BE IT RESOLVED, to approve the following supplemental appropriation and operational transfers:

SUPPLEMENTAL APPROPRIATION

\$ 4,000,000 into #11011112-5785 (County Construction Projects)

OPERATIONAL TRANSFERS

\$ 1,000,000 from #11011112-5785 (County Construction Projects)
into #4494 49000 (Court Construction Project- Distributions & Transfers)

\$ 1,000,000 from #11011112-5785 (County Construction Projects)
Into #4467 49000 (County Con Projects – Distributions & Transfers)

\$ 2,000,000 from #11011112-5785 (County Construction Projects)
into #4492 49000 (Telecommunications Infrastructure Projects-Transfers)

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

js/

cc: Auditor
Supplemental App. file
OMB

Facilities Management (file)
Operational Transfer file
Telecom (file)

Resolution

Number 24-1777

Adopted Date December 20, 2024

ACCEPTING AN AMENDED CERTIFICATE FOR FUNDS 2203, 2206, 2238, 2246, 2265, 2267, 2294, 4458, 5575, 5583, 6619 and 6650

WHEREAS, the anticipated revenue for Fund 2203 Human Services fund has decreased by \$510,000.00; and

WHEREAS, the anticipated revenue for Fund 2206 Dog and Kennel fund has decreased by \$100,000.00 and

WHEREAS, the anticipated revenue for Fund 2238 Workforce Investment Board fund has decreased by \$147,000.00; and

WHEREAS, the anticipated revenue for Fund 2246 Juvenile Indigent Driver Alcohol fund has decreased by \$75.00; and

WHEREAS, the anticipated revenue for Fund 2265 Community Development fund has decreased by \$156,000.00; and

WHEREAS, the anticipated revenue for Fund 2267 LOEB Foundation Grant fund has decreased by \$6,442.02; and

WHEREAS, the anticipated revenue for Fund 2294 Sheriff Dare Law Enforcement Grant fund has decreased by \$9,298.52; and

WHEREAS, the anticipated revenue for Fund 4458 Mas Mor Mil Rd Bridge Project fund has decreased by \$1,811,793.27; and

WHEREAS, the anticipated revenue for Fund 5575 Sewer Construction Projects fund has decreased by \$13,340,855.06; and

WHEREAS, the anticipated revenue for Fund 5583 Water Construction Projects fund has decreased by \$9,049,335.42; and

WHEREAS, the anticipated revenue for Fund 6619 Vehicle Maintenance fund has decreased by \$98,156.00; and

WHEREAS, the anticipated revenue for Fund 6650 Gasoline Rotary fund has decreased by \$50,000.00

RESOLUTION #24-1777
DECEMBER 20, 2024
PAGE 2

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2203, 2206, 2238, 2246, 2265, 2267, 2294, 4458, 5575, 5583, 6619 and 6650.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Brenda Quillen, Auditor's Office
Amended Cert file
Human Services (file)
Dog & Kennel (file)
Workforce Investment Bd. (file)
Juvenile (file)
OGA (file)
Sheriff (file)
Engineer (file)
Water/Sewer (file)
Garage (file)

Resolution

Number 24-1778

Adopted Date December 20, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011110 AND AN OPERATIONAL TRANSFER FROM GENERAL FUND #11011110 INTO HEALTH BENEFITS FUND #6632

WHEREAS, the Health Benefits fund has exceeded its cash balance and with the ongoing increase of health benefits and prescription drug prices, and the need has arisen to increase Benefits fund #6632.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation and operational transfer:

Supplemental Appropriation

\$ 500,000.00 into #11011110-5997 (General Fund – Operational Transfers)

Operational Transfer

\$ 500,000.00 from #11011110-5997 (General Fund – Operational Transfers)
into #6632-49000 (Health – Distribution & Transfers)

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Operational Transfer file
OMB (file)

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

Resolution

Number 24-1779

Adopted Date December 20, 2024

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE HEALTH INSURANCE FUND #6632

WHEREAS, the Health Insurance Fund #6632 had underestimated 2024 revenue due to an Operational Transfer.

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate for the Warren County Budget Commission in the amount of \$20,725,460.97 for the Health Insurance fund #6632 and approve the following Supplemental Appropriation:

\$577,000.00 into #66320100-5932 (Health – Medical/Rx Claims)

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. File
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

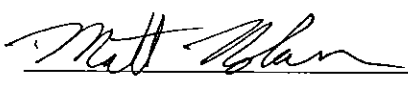
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 19, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Internal Service Fund	Jan. 1st, 2024	Taxes	Other Sources	Total
Health Insurance	\$676,289.97		\$20,049,171.00	\$20,725,460.97
Fund 6632				
TOTAL	\$676,289.97	\$0.00	\$20,049,171.00	\$20,725,460.97

_____)
 _____)
)
 _____) Budget
 _____) Commission
 _____)

AMEND 24 ~~21~~
 Fund 6632 45001 +500,000.00

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

Resolution

Number 24-1780

Adopted Date December 20, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE 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.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk


/kp

cc:

Commissioners' file

Department	Vendor Name	Description	Amount
TEL	BCS- MARKETING SALES SOLUTIONS INC	TEL- NEW PHONE FOR COUNTY PHON	\$44,571.25 *capital purchase/ contract in packet
TEL	SECURE CYBER DEFENSE LLC	TEL- FORTIGATE FIREWALLS HARDW	\$15,290.00 *capital purchase/ contract in packet
TEL	SECURE CYBER DEFENSE LLC	TEL- SOFTWARE FOR FORTIGATE FI	\$4,697.00 *software/ contract in packet
FAC	RJE BUSINESS INTERIORS CINCINNATI OH INC	FAC COUNTY COURT FURNITURE	\$520,062.14 *capital purchase/ state contract
ITD	CDW LLC	ITD CISCO INTERNET ROUTERS	\$65,262.00 *capital purchase/ state contract
TEL	OSI HARDWARE INC	TEL-OT NETWORK CORE EQUIPMENT	\$18,041.22 *capital purchase/ contract in packet
TEL	OSI HARDWARE INC	TEL- OT NETWORK CORE EQUIPMENT	\$51,520.00 *capital purchase/ contract in packet
TEL	OSI HARDWARE INC	TEL- OT NETWORK CORE- SOFTWARE	\$13,000.00 *software/ contract in packet
FAC	OSI HARDWARE INC	FAC NETWORK CORE	\$72,496.00 *capital purchase/ contract in packet
FAC	FRED B DE BRA CO	FAC CAMPUS WIDE CONTROLS UPGRA	\$360,000.00 *capital purchase/ state contract
FAC	FRED B DE BRA CO	FAC FIBER INSTALLATION	\$44,950.00 *capital purchase/ state contract

Approved 12/20/24 by:



Martin Russell, County Administrator

Resolution

Number 24-1781

Adopted Date December 20, 2024

REORGANIZING THE CHILD ADVOCACY CENTER OF WARREN COUNTY AND ACCEPTING RESPONSIBILITY AS THE FISCAL AGENT OF THE CHILD ADVOCACY CENTER AND AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE NECESSARY ORGANIZATION AND ACCREDITATION APPLICATION DOCUMENTS

WHEREAS, this Board assisted in forming the Child Advocacy Center of Warren County [hereinafter "CACWC"], and has a representative on its Executive Steering Committee, pursuant to a memorandum of understanding last executed by the Core Members of the Executive Steering Committee on February 10, 2014, [hereinafter "MOU"]; and,

WHEREAS, said MOU designated Dayton Children's Hospital as the legal entity responsible for the fiscal operations of the CACWC, and refers to Dayton Children's Hospital as the "fiscal agent" of the CACWC; and,

WHEREAS, on October 1, 2024, pursuant to Resolution Number 24-1305, this Board authorized the Warren County Prosecutor's Office to negotiate the transfer of fiscal operation responsibility from Dayton Children's Hospital to the Warren County Board of Commissioners; and,

WHEREAS, the necessary transfer of asset agreements has not yet been agreed upon, however, Dayton Children's Hospital does not intend to participate in any manner with the CACWC after December 31, 2024. The CACWC Executive Steering Committee and this Board realize that there must be a continuation of operations of the Child Advocacy Center of Warren County beginning January 1, 2025, for the care and protection of Warren County's children that are alleged to be abused.

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

- 1.) Accept the responsibility of fiscal agent of the Child Advocacy Center of Warren County effective January 1, 2025, so that there may be a continuation of operations while transfer of assets documentation is negotiated and ongoing accreditation is sought.
- 2.) Accept the transfer of non-cash assets from Dayton Children's Hospital effective immediately and accept cash assets upon the approval of a special fund from the Auditor of State.
- 2.) Terminate the lease agreement with Dayton Children's Hospital for the CACWC premises effective immediately and authorize the County Administrator to execute a termination of lease.
- 3.) Authorize the County Administrator to execute any necessary organizational MOUs, interagency protocol, or National Children's Alliance accreditation documents on behalf of the CACWC.

RESOLUTION #24-1781
DECEMBER 20, 2024
PAGE 2

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

5.) This resolution shall take effect immediately.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



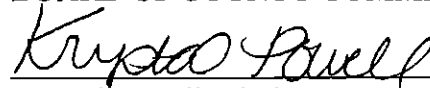
Krystal Powell, Clerk

cc: Child Advocacy Center (file)
Children Services (file)
Prosecutor's Office
Commissioners' file

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution #24-1781 adopted December 20, 2024, by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

Resolution

Number 24-1782

Adopted Date December 20, 2024

CREATING CHILD ADVOCACY CENTER FUND #2214

WHEREAS, the Warren County Board of Commissioners (hereinafter "County"), has resolved to be the fiscal agent for the Child Advocacy Center of Warren County pursuant to Section 2151.425 of the Ohio Revised Code, et seq., and the accreditation standards set forth by the National Children's Alliance, and

WHEREAS, this responsibility will entail employing personnel, receiving grants and donations and making expenditures for operational expenses to further the purpose of protecting and serving the Warren County's children that are alleged to be abused, all in accordance with sections 2151.427 and 2151.1428 of the Revised Code, the interagency agreement entered into under section 2151.428 of the Revised Code relative to the center, and the standards for full membership established by the National Children's Alliance, and

WHEREAS, it is necessary to create a new fund in order to track and audit the revenue and expenses associated with the Child Advocacy Center of Warren County.

NOW THEREFORE BE IT RESOLVED, to create Child Advocacy Center Fund #2214, and to apply to the Auditor of State for fund approval.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor (file) _____
Establish Appropriation file
Children Services (file)
Child Advocacy Center file
OMB
S. Walther

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

Resolution

Number 24-1783

Adopted Date December 20, 2024

HIRING HEATHER RAMMEL AS A PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director has requested to hire Ms. Rammel as a Protective Services Caseworker III due to her experience in forensic interviewing.

NOW THEREFORE BE IT RESOLVED, to hire Heather Rammel as a Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #18, \$27.87 per hour, effective January 6, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
H. Rammel's Personnel file
OMB – Sue Spencer

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

Resolution

Number 24-1784

Adopted Date December 20, 2024

HIRING JODI BAKER PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director has requested to hire Ms. Baker as a Protective Services Caseworker III due to her extensive experience in forensic interviewing.

NOW THEREFORE BE IT RESOLVED, to hire Jodi Baker as a Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #18, \$33.63 per hour, effective January 6, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
J. Baker's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1785

Adopted Date December 20, 2024

AUTHORIZING THE COUNTY PROSECUTOR'S OFFICE AND CO-COUNSEL APPOINTED BY CORSA TO EXECUTE THE CONSENT DECREE AND JUDGMENT ENTRY OF DISMISSAL, AUTHORIZING THE VICE-PRESIDENT OF THE BOARD TO EXECUTE THE SETTLEMENT AGREEMENT AND RELEASE, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO PROCESS AND THE BOARD FURTHER APPROVING PURCHASE ORDERS FOR THE MONETARY CONSIDERATION PROVIDED FOR IN THE SETTLEMENT AGREEMENT WITHOUT ANY FURTHER DELAY

WHEREAS, pursuant to Resolution No. 22-1147 adopted July 26, 2022, this Board denied Winsor Development LLC's request to access County Sanitary Sewer Service for the proposed development of 171 acres fronting along Mounts Road in Hamilton Township known as Stotler II, on September 15, 2022, Home Acres Investments LLC and Winsor Development LLC filed a lawsuit captioned *Home Acres Investments, LLC and Winsor Development LLC, et al v. Warren County Commissioners, et al* in the Warren County Court of Common Pleas, General Division, docketed as Case Number 22 CV 095455 (the "Lawsuit") seeking, inter alia, to enforce the terms of a 2005 Full and Final Settlement and Mutual Release of All Claims ("Prior Settlement Agreement") brought by the prior owners and developers of Stotler II settling a lawsuit captioned *William R. and Sylvia A. Stotler, Trustees, et al., v. Warren County Regional Planning Commission and Warren County Board of County Commissioners, et al*, in the Warren County Court of Common Pleas, General Division, docketed as Case No. 04 CV 62678; and

WHEREAS, immediately upon legal counsel for the Board discovering that the predecessor developer of Stotler II had time submitted a final subdivision plat as required by the Prior Settlement Agreement, thus vesting the parties to the Prior Settlement Agreement and their successors and assigns with the right to access County Sanitary Sewer Service for Stotler II, on May 1, 2023, this Board caused legal counsel for Home Acres Investments LLC and Winsor Development LLC to be notified that this Board would allow Home Acres Investments LLC and/or Winsor Development LLC and/or their successors and assigns to develop Stotler II with County Sanitary Sewer Service under the 2005 Preliminary Plat Plan approved by the Court as part of the Prior Settlement Agreement; and,

WHEREAS, after May 1, 2023, the parties continued to negotiate a new development plan more desirable to the Hamilton Township and this Board; and,

WHEREAS, Winsor Development LLC obtained approval from the Warren County Regional Planning Commission on November 21, 2024, as modified on December 19, 2024, of a Revised Preliminary [development] Plan much improved and more desirable thereby vacating and replacing the 2005 Preliminary Plat Plan; and,

WHEREAS, the Parties now desire to forever end, terminate, fully and finally settle all disputes and disagreements relating to the Lawsuit in accordance with the terms and conditions set forth in a Consent Decree/Judgment Entry of Dismissal and Settlement Agreement and Release.

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

- 1) Authorize the County Prosecutor's Office and co-counsel appointed by CORSA to execute the Consent Decree and Judgment Entry of Dismissal attached hereto and made a part hereof.
- 2) Approve and authorize the President or Vice-President of the Board to execute the Settlement Agreement and Release attached hereto and made a part hereof.
- 3) Authorize the County Administrator to process and the Board does hereby further approve purchase orders for the monetary consideration provided for in the Settlement Agreement without any further delay.
- 4) That it is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

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

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Home Acres Investments
c/a—Winsor Development, LLC
c/a—Hamilton Township Trustees
Water/Sewer (file)
Commissioners' file
Prosecutor – A. Nice

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as "Settlement Agreement") effective this 20th day of December, 2024 (the "Effective Date"), is made and entered into by and between **Home Acres Investments, LLC**, a limited liability company organized under the laws of the State of Ohio ("HAI"), **Winsor Development, LLC**, a limited liability company organized under the laws of the Commonwealth of Kentucky ("Winsor"), **Warren County Commissioners**, an Ohio county and political subdivision of the State of Ohio ("WCC"), and **Hamilton Township Trustees**, an Ohio township and political subdivision of the State of Ohio ("HTT") (collectively, HAI, Winsor, WCC, and HTT are referred to as the "Parties" or each as a "Party").

RECITALS

WHEREAS, HAI is the current owner of the property consisting of approximately 171 acres located on Mounts Rd., Maineville, Ohio 45039 and identified as Warren County Auditor's Parcel Number 17-22-300-005 ("Stotler II");

WHEREAS, as a result of prior litigation involving Stotler II, a settlement agreement was reached between the then owners of Stotler II, William R. Stotler and Sylvia A. Stotler, Trustees of the William R. Stotler and Sylvia A. Stotler Revocable Living Trust Dated 06/11/99 (the "Trust"), the Warren County Regional Planning Commission ("WCRPC"), C. Michael Kilburn, the WCC, Warren County, the Home Builders Association of Greater Cincinnati, and PBM Development, LLC, a true and accurate copy of which is attached hereto as **Exhibit A** (the "Prior Settlement Agreement");

WHEREAS, the terms and conditions of the Prior Settlement Agreement were binding upon and inured to the benefit of all the parties thereto, and their respective successors and assigns, including, without limitation to, HAI;

WHEREAS, the Prior Settlement Agreement is a valid and enforceable contract;

WHEREAS, HAI is a successor in interest and assignee of the Trust to the Prior Settlement Agreement;

WHEREAS, the Stotler II property is lawfully entitled to access to the public sanitary sewer system;

WHEREAS, by virtue of the timely submission of a final plat for 371 residential lots, the Stotler II Preliminary Plat Plan is valid, enforceable and can be implemented on Stotler II ("2005 Stotler II Preliminary Plat Plan");

WHEREAS, HAI has contracted to sell Stotler II to Winsor, which intended to develop Stotler II in accordance with the 2005 Stotler II Preliminary Plat Plan;

WHEREAS, HAI and Winsor are entitled to develop Stotler II in accordance with the 2005 Stotler II Preliminary Plat Plan;

WHEREAS, a dispute arose between the Parties related to Stotler II's access to the public sanitary sewer system and the 2005 Stotler II Preliminary Plat Plan (the "Dispute");

WHEREAS, on September 15, 2022, HAI and Winsor filed a lawsuit captioned *Home Acres Investments, LLC, et al v. Warren County Commissioners, et al* related to the Dispute in the Warren County Court of Common Pleas, which was assigned Case Number 22 CV 095455 (the "Lawsuit");

WHEREAS, HTT intervened in the Lawsuit, alleging that it possesses an interest in the Dispute and the outcome of the Lawsuit;

WHEREAS, the WCC and HTT requested that HAI and Winsor modify the 2005 Stotler II Preliminary Plat Plan to make it more desirable;

WHEREAS, Winsor submitted new plans to develop Stotler II under a new Revised Preliminary Plan with 371 residential lots, which was approved with conditions of approval by the WCRPC on November 21, 2024, as modified on December 19, 2024, a true and accurate copy of which is attached hereto as **Exhibit B** (the "Modified Plan") thereby vacating and replacing the 2005 Stotler II Preliminary Plat Plan, which is more desirable to all of the Parties; and,

WHEREAS, the Parties desire to forever end, terminate, fully and finally settle all disputes and disagreements relating to the Lawsuit and the Dispute in accordance with the terms and conditions of this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals:** The above WHEREAS recitals above are incorporated as if fully re-written herein.

2. **Settlement Agreement; Consent Decree; Notice Requirement.**

WCC represents and warrants that it has full authority and capacity to enter into and legally bind itself, along with all those related governmental entities, elected officials, departments, districts, and/or other individuals who may be responsible and/or required to perform any duty or obligation set forth in this Settlement Agreement and/or as may otherwise be required to enforce this Settlement Agreement. Based upon said representation and warranty made by WCC, HAI and Winsor agree that the named Defendants Warren County Ohio, Tom Grossmann Shannon Jones and David Young in their official capacity as a member of the Warren County Commissioners, are not sui juris and shall be dismissed from the Lawsuit with prejudice, with WCC being the sole Warren County Defendant for purposes of the Lawsuit, this Settlement Agreement, and enforcement of the Settlement Agreement.

Winsor and/or HAI shall, and at their cost, cause to be published a notice in the Cincinnati Enquirer, which includes the caption of this case including case number and court where this Consent Decree will be filed, the intention of the parties to file this Consent Decree, a description of the subject Property, and the proposed changes / affirmative approvals resulting from this Consent Decree.

As soon as practical following 10 days of the running of the above referenced notice, the Parties through their respective legal counsel shall submit to the Court an agreed upon Consent Decree and Judgment Entry of Dismissal, which shall incorporate the terms of this Settlement Agreement.

WCC shall pay all court costs. The Parties agree that the Warren County Court of Common Pleas shall retain jurisdiction to enforce this Settlement Agreement.

3. Settlement Sum

In consideration of the promises and undertakings set forth in this Settlement Agreement, WCC shall pay to Winsor the total amount of \$450,000.00 (the "Settlement Sum") within fifteen (15) days of the Warren County Court's approval of the Consent Decree and this Settlement Agreement, via check made payable to Winsor Development, LLC and mailed to: KMK Law, ATTN: Taylor V. Trout, 1 East 4th Street, Suite 1400, Cincinnati, Ohio 45202. The Parties understand and agree that this Settlement Agreement and the Release constitute a compromise of disputed claims, and nothing contained in said Settlement Agreement or Release shall be construed as an admission of liability by or on behalf of any Party, all such liability being expressly denied.

4. Stotler II Public Sewer Access; other public utilities.

The Parties represent and warrant that Stotler II is entitled to access the public sanitary sewer system, including, but not limited to, providing sewer access as set forth in the Modified Plan. Said access is subject to the Rules and Regulations of the Warren County Water and Sewer Department. The Sewer Connection fees and charges in effect at the time an application for service is submitted to the Warren County Water and Sewer Department shall apply to the Stotler II development and the development of the Modified Plan the same as are applicable to all other customers. Winsor shall be responsible for extending public sanitary sewer from an existing sanitary manhole at the end of Westmuth Drive to the west boundary of Stotler II, at Winsor's sole cost. Winsor and HAI shall not be responsible for any off-site improvements or upgrades. WCC and HTT shall not be responsible for any costs for on-site improvements for extending public sanitary sewer or any other public utilities to Stotler II. For clarity purposes, "on-site" shall refer to area within the boundary on the Stotler II Property, while "off-site" shall refer to any location outside of the boundary of the Stotler II Property.

5. Modification of the Stotler II Preliminary Plan.

In consideration of the promises and undertakings set forth in this Settlement Agreement, Winsor submitted and received approval on November 21, 2024, as amended and revised, with said amendments and revisions being approved on December 19, 2024, of the Modified Plan. WCRPC's approval of the Modified Plan is attached hereto as **Exhibit C**. HTT and WCC approve

of the Modified Plan and shall permit the Stotler II Property to be developed in accordance with **Exhibit B** (Modified Plan) and **Exhibit C** (the WCRPC approval of the Modified Plan) hereto. WCC and HTT shall promptly issue any and all permits, approvals, administrative decisions, certificates, or other similar issuances within their purview required to carry-out / allow Winsor and/or HAI to develop the Stotler II property in accordance with the Modified Plan. Time is of the essence. Winsor and/or HAI shall have the ability to seek modification of the Modified Plan provided that the modifications are generally consistent with **Exhibit B** and **Exhibit C** hereto. WCC shall have the ability to administratively modify the Modified Plan, only with prior written authorization from HAI and/or Winsor, provided HAI and/or Winsor approve, in writing, of those modifications.

WCC and HTT represent and warrant that they will recommend and support approval of the Modified Plan with revised conditions and the development of Stotler II in accordance with the Modified Plan with revised conditions to and with any and all entities, individuals, agencies, and parties and non-parties to this Settlement Agreement. Should any entity, individual, agency, party or non-party to this Settlement Agreement, including without limitation, the Warren County Sewer and Water Department, the Warren County Engineer, Western Water Company, the Village of Maineville, the Ohio Environmental Protection Agency, United States Army Corp of Engineers, and/or the WCRPC decline or refuse approval of, or prevent, any aspect of the Modified Plan with revised conditions or the development of Stotler II in accordance with the Modified Plan with revised conditions, or otherwise impose conditions unacceptable to Winsor and/or HAI, then the Parties represent, warrant, and agree that Winsor and/or HAI shall be entitled to develop the Stotler II Property in accordance with the 2005 Stotler II Preliminary Plat Plan with all of its terms and conditions being enforceable.

6. Conditions for Approval; Property Assessment.

WCC shall take full responsibility of, including the performance of any work, act, or otherwise, and bear all costs associated with, and relating to, the design engineering, bidding, and construction of the offsite improvements necessary for the record plats of Stotler II and the Modified Plan ("External Road Improvements"), and thereafter WCC shall assign to HTT, and HTT shall accept, maintenance of the External Road Improvements. For the sake of clarity, External Road Improvements shall include any and all roads that are not identified as Roads A-H in the Modified Plan, including, but not limited to, the intersection of Mounts Road and Zoar Road, the intersection of Mounts Road and Morrow-Cozaddale Road, and all of Mounts Road between those two intersections. No approvals, including but not limited to, final record plat shall be delayed or rejected due to the failure to commence and/or complete External Road Improvements that the Assessment, as defined below, will fund, and which are the sole responsibility of Warren County.

As consideration for accepting the foregoing, WCC shall enact the necessary legislation pursuant to ORC Section 303.41, et seq. to impose a special assessment in the amount of: \$205.00 for each 55 foot lot, \$280.00 for each 63 foot lot, and \$320.00 for each 80 foot lot, for a period of twenty (20) years for the total amount of \$1,855,900 (which includes principal, interest and the County Auditor's collection fee) (the "Assessment"). The special Assessment proceedings shall provide that the Assessment will apply only to platted lots and collections with respect thereto shall only commence when the platted lot in question is platted by the recording of the final record

plat and (1) is transferred to an unrelated third-party, and (2) is a non-exempt conveyance pursuant to R.C. § 319.54. Winsor and HAI shall accept the Assessment against Stotler II, or such future subdivided lots within Stotler II. Winsor shall include a statement on the final record plat of each section or phase of Stotler II memorializing each lot is subject to an assessment and include the applicable assessment for the lots as defined above.

The funds raised from the Assessment shall be applied first towards satisfying any and all conditions imposed by the WCRPC related to the offsite improvements, including, but not limited to, condition 4 of the November 21, 2024 Modified Plan approval, as modified on December 19, 2024. In no event shall Winsor and/or HAI be responsible and/or liable for any costs or expenses to satisfy any conditions made by the November 21, 2024 Modified Plan, as modified on December 19, 2024, relating to offsite External Road Improvements.

WCC agrees that the External Road Improvements are critical to the Stotler II development and surrounding residents. WCC shall cause the completion of construction or replacement of the Mounts Road portion of the External Road Improvements beginning at the Property's western-most property line and extending east along Mounts Road approximately 600 feet ending at the easterly end of the intersection of Street A and Mounts Road, starting before June 30, 2026. WCC may cause the area beginning at the easterly end of the intersection of Street A to the westerly end of the intersection of Street F and Mounts Road to be vacated; and may construct a left turn lane for southbound Zoar Road, and the balance of Mounts Road from the easterly end of the intersection of Street F to the Property's eastern-most property line, and any and all other External Road Improvements to be completed at WCC's discretion.

Should the Assessment amount exceed that which is necessary to satisfy all conditions imposed by the November 21, 2024 Modified Plan, as modified on December 19, 2024, then the WCC shall have the right to apply the funds raised by the Assessment in its discretion for any other purpose reasonably determined to further benefit the area surrounding Stotler II development..

Upon completion of the off-site improvements, the collection of the Assessment shall be in accordance with ORC Section 5555.46, et seq. and begin with the first half real property tax bill following the certification of the Assessment to the County Auditor no later than the second Monday of September in the preceding calendar year.

7. Requirements and Standards for Design and Construction of Streets and Roadway Facilities; and, Zoning Resolution.

The Requirements and Standards for the Design and Construction of Streets and Roadway Facilities of Warren County, Ohio, adopted June 27, 1995 ("Requirements and Standards") shall apply to the Stotler II development and the Modified Plan. Any subsequent amendments to the Requirements and Standards shall not apply to the Stotler II development and the Modified Plan.

In lieu of receipt by WCC or a written request from Winsor and/or HAI for a variance, WCC agrees that Winsor and/or HAI or their successors and assigns may vary from the Requirements and Standards applicable to sidewalk widths and does hereby approve of the sidewalk width illustrated on the Modified Plan approved by the WCRPC on November 21, 2024, as modified on December 19, 2024.

The Hamilton Township Zoning Resolution in effect on October 29, 2024 shall apply to the Stotler II development and the Modified Plan, except as modified by **Exhibit B** and **Exhibit C** attached hereto.

8. Release of all known and unknown claims.

(a) In consideration of the promises and undertakings set forth in this Settlement Agreement, HAI and Winsor, on behalf of themselves, their representatives, agents and assigns, predecessors, successors, heirs, beneficiaries, attorneys, executors and administrators, partners, shareholders, members, directors, officers, attorneys, insurers, employees, agents, servants and related or associated companies or enterprises, parents, subsidiaries and affiliates, release and forever discharge the WCC along with CORSA and all their other respective insurers and/or indemnitors and the HTT along with all their respective insurers and/or indemnitors, as well as their respective elected officials, employees, agents, successors and assigns from any and all known and unknown, foreseen and unforeseen, anticipated and unanticipated, expected and unexpected claims, causes of action, demands, damages, costs, liabilities, expenses, compensation, of whatever kind or nature, including, without limited to, those which arise out of, or are in any way related to the Dispute and/or the Lawsuit, from the beginning of time up to the date of this Settlement Agreement, except as to those rights and obligations contained in this Settlement Agreement.

(b) In consideration of the promises and undertakings set forth in this Settlement Agreement, the WCC, on behalf of themselves, their representatives, agents and assigns, predecessors, successors, heirs, beneficiaries, attorneys, elected officials, executors and administrators, partners, shareholders, members, directors, officers, attorneys, insurers, employees, agents, servants and related or associated companies or enterprises, parents, subsidiaries and affiliates, release and forever discharge HAI, Winsor, and the HTT, as well as their respective predecessors, directors, officers, owners, shareholders, members, partners, heirs, executors, employees, agents, successors, assigns, and related or associated parents or companies, subsidiaries, affiliates, partnerships, limited partnerships, limited liability companies, affiliates, divisions or enterprises, from any and all known and unknown, foreseen and unforeseen, anticipated and unanticipated, expected and unexpected claims, causes of action, demands, damages, costs, liabilities, expenses, compensation, of whatever kind or nature, including, without limited to, those which arise out of, or are in any way related to the Dispute and/or the Lawsuit, from the beginning of time up to the date of this Settlement Agreement, except as to those rights and obligations contained in this Settlement Agreement.

(c) In consideration of the promises and undertakings set forth in this Settlement Agreement, the HTT, on behalf of themselves, their representatives, agents and assigns, predecessors, successors, heirs, beneficiaries, attorneys, executors and administrators, elected officials, partners, shareholders, members, directors, officers, attorneys, insurers, employees, agents, servants and related or associated companies or enterprises, parents, subsidiaries and affiliates, release and forever discharge the WCC, HAI, and Winsor, as well as their respective predecessors, directors, officers, owners, shareholders, members, partners, heirs, executors, employees, agents, successors, assigns, and related or associated parents or companies, subsidiaries, affiliates, partnerships, limited partnerships, limited liability companies, affiliates,

divisions or enterprises, from any and all known and unknown, foreseen and unforeseen, anticipated and unanticipated, expected and unexpected claims, causes of action, demands, damages, costs, liabilities, expenses, compensation, of whatever kind or nature, including, without limited to, those which arise out of, or are in any way related to the Dispute and/or the Lawsuit, from the beginning of time up to the date of this Settlement Agreement, except as to those rights and obligations contained in this Settlement Agreement.

(d) The Parties acknowledge and agree that in entering into this Settlement Agreement, the provisions of any statute, law or other jurisprudence providing in substance that releases shall not extend to claims which are unknown or unsuspected to exist at the time to the entities executing the Settlement Agreement are hereby expressly waived.

9. Voluntary and Knowledgeable Execution of Settlement Agreement.

(a) Each of the Parties represents and warrants that in entering into this Settlement Agreement, each Party has sought the advice of and has been represented, or has had the opportunity to be represented, by counsel of each Party's choice, and relied upon each Party's own judgment, beliefs, and knowledge of the nature, extent and duration of the Dispute, and that it has not been influenced to any extent whatsoever in entering into this Settlement Agreement by any representations or statements not contained herein made by or on behalf of any other Party. Accordingly, it is agreed that all agreements, understandings and representations by the Parties relative hereto are embodied in this Settlement Agreement and that no promise or other inducement has been made except as explicitly set forth herein. This Settlement Agreement may not be changed, modified or discharged orally, but may only be changed, modified or discharged by an instrument in writing signed by all Parties hereto and duly titled "Amendment to Settlement Agreement and Release."

(b) The Parties have full knowledge of the terms, conditions and effects of this Settlement Agreement and by signing below do voluntarily agree to enter into and be bound by this Settlement Agreement. The Parties warrant and represent that the person signing on their behalf is duly authorized to sign this Settlement Agreement on behalf of that Party.

10. No Assignment or Transfer.

The Parties represent and warrant that no portion of any of the Dispute and/or the Lawsuit, or any other right, action, or cause of action against them which arise out of, or are in any way related to the Dispute, the Lawsuit, or any portion of any recovery or settlement to which the Parties might be entitled, has been assigned or transferred by or for in any manner, including by way of subrogation or operation of law, unless otherwise provided for in this Settlement Agreement.

11. Construction of Settlement Agreement.

This Settlement Agreement shall be construed under the substantive laws of the State of Ohio, and all matters pertaining to this Settlement Agreement shall be governed by the laws of the State of Ohio. This Settlement Agreement shall supersede and replace any prior agreements, understandings, or negotiations, whether written or oral, between the parties concerning the subject

matter herein, including, without limitation to, the Prior Settlement Agreement and the 2005 Stotler II Preliminary Plat Plan. To the extent that there is any conflict between the terms of the Consent Decree and Judgment Entry and this Settlement Agreement, the Consent Decree and Judgment Entry shall control and take precedence.

12. Assignability.

The rights and obligations under this Consent Decree may be assigned by Winsor and/or HAI to a third party, provided that they, as an assigning party, give prior written notice to WCC and HTT. The assignee shall assume all rights and obligations of the assigning party and shall be bound by the terms of this Consent Decree as if it were an original party. Written notice of any assignment shall be delivered to all parties at least 30 days prior to the effective date of the assignment, detailing the identity of the assignee and the specific rights and obligations being assigned. Notwithstanding the above, any assignment of this Consent Decree shall require the written approval of all parties, which shall not be unreasonably withheld.

13. Venue and Jurisdiction of Court.

The parties to this Settlement Agreement acknowledge and agree that any disputes or disagreements arising out of this Settlement Agreement or in any way related to it shall be maintained in the Court of Common Pleas, Warren County, Ohio as the exclusive jurisdiction, and no parties to this Settlement Agreement shall contest service, personal jurisdiction or venue before the Court in regard to the enforcement of any matter related to this Settlement Agreement. The parties to this Settlement Agreement expressly waive their right to a trial by jury in any lawsuit or proceeding relating to this Settlement Agreement.

14. Supplemental Documentation.

The Parties agree to promptly execute such other documentation as may be reasonably required to effectuate the intents and purposes of this Settlement Agreement.

15. Captions.

All captions herein are for convenience only and shall not be interpreted as having any meaning of substance.

16. Binding Effect.

This Settlement Agreement shall inure to the benefit of and be binding upon the Parties hereto and their parents and/or affiliated companies, successors and assigns.

17. Validity.

If any provision of this Settlement Agreement is declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions of this Settlement Agreement shall not be affected thereby and such illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

18. Execution.

For convenience of the Parties, this Settlement Agreement may be executed in one or more counterparts, including by electronic mail or facsimile, each of which shall be deemed to be an original, but all of them shall constitute one and the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release effective the day and year first above written.

HOME ACRES INVESTMENTS, LLC

By: _____
Printed Name: _____
Title: _____

HAMILTON TOWNSHIP BOARD OF TOWNSHIP TRUSTEES
Pursuant to Resolution Number 2024-_____.

By: _____
Printed Name: _____
Title: _____

Approved as to form:


By: _____
Benjamin J. Yoder, Law Director

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14084611.4

WINSOR DEVELOPMENT, LLC

By: _____
Printed Name: _____
Title: _____

WARREN COUNTY COMMISSIONERS
pursuant to Resolution Number 24-1785,
dated December 20, 2024.

By: *  _____
Printed Name: Tom Grossmann
Title: Vice President

Approved as to form:

By: _____
David P. Fornshell
Warren County Prosecuting Attorney

By: _____
Bruce A. McGary, Asst. Prosecutor