

Resolution

Number 22-1826

Adopted Date December 06, 2022

TEMPORARILY RECLASSIFY ALDEN PAYZANT TO THE POSITION OF BUILDING AND ELECTRICAL SUPERVISOR WITHIN THE DEPARTMENT OF BUILDING AND ZONING

WHEREAS, due to the extended absence of the current Building and Electrical Supervisor, it is the desire of this Board to temporarily reclassify Mr. Payzant to said position; and

NOW THEREFORE BE IT RESOLVED, to temporarily reclassify Alden Payzant as Building and Electrical Supervisor, effective pay period beginning December 3 2022; and

BE IT FURTHER RESOLVED, to approve a temporary pay increase for Alden Payzant, said hourly wage to be \$34.74 per hour effective pay period beginning December 3, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 22-1827

Adopted Date December 06, 2022

HIRE LEIGH ANNE MOORE AS INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Leigh Anne Moore as Investigative Caseworker II, 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 #8, \$21.74 per hour, under the Warren County Job and Family Services compensation plan, effective January 3, 2023, 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1828

Adopted Date December 06, 2022

HIRE DAVID RENTZ AS WASTEWATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire David Rentz, as a Wastewater Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$17.39 per hour, effective December 12, 2022, subject to a background check, negative drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Rentz is required to obtain a Class I Wastewater Operator's License within eighteen (18) months of his start date to maintain employment.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

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

Resolution

Number 22-1829

Adopted Date December 06, 2022

APPROVE PROMOTION OF CAMILLE HUGHES TO THE POSITION OF WATER DISTRIBUTION WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Ms. Hughes has obtained her class A CDL license and is eligible to be promoted to a Water Distribution Worker II classification; and

WHEREAS, it is the desire of the Board to promote Camille Hughes to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Camille Hughes to the position of Water Distribution Worker II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #15, 20.81 per hour, effective pay period beginning December 3, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 22-1830

Adopted Date December 06, 2022

REMOVE PROBATIONARY EMPLOYEE ARIANNA HICKS, WITHIN THE
DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Mrs. Hicks began employment as a Protective Services Caseworker II within the Department of Job and Family Services, Children Services Division on May 16, 2022, 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; and

NOW THEREFORE BE IT RESOLVED, to remove Arianna Hicks from employment within the Department of Job and Family Services, Children Services Division, effective October 29, 2022.

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Children Services (file)
A. Hicks' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-1831

Adopted Date December 06, 2022

APPROVE RECLASSIFICATION OF EMILIA DONALD FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Donald has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Emilia Donald the position of Protective Services Caseworker II, non-exempt, pay range #8, \$21.22 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning December 3, 2022, and

BE IT FURTHER RESOLVED, Ms. Donald will receive the typical three percent (3%) increase upon completion of her year probation in September 2023.

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1832

Adopted Date December 06, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
DECEMBER 8, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
December 8, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor _____
Commissioners' file
Press

Resolution

Number 22-1833

Adopted Date December 06, 2022

AWARD BID TO CHEMICALS INC. USA AND ALEXANDER CHEMICAL CORPORATION FOR THE 2023 WATER TREATMENT PLANT CHEMICALS PROJECT

WHEREAS, bids were closed at 9:15 a.m., on November 30, 2022, and the bids received were opened and read aloud for the 2023 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 Alexander Chemical Corporation have been determined to be the lowest and best bidders; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the bid to Chemicals Inc. USA, 270 Osborne Drive, Fairfield, Ohio 45014 for a bid price of \$2.35 per gallon of Sodium Hypochlorite and \$.295 per bulk pound of Sodium Hydroxide. It is also the intent of this Board to award the bid to Alexander Chemical Corporation, 7593 First Road, Kingsbury, Indiana 46345, for a bid price of \$.289 per bulk pound of Hydrofluorosilicic Acid and \$.239 per bulk pound of Sodium Bisulfite.

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a- Chemicals Inc. USA
c/a- Alexander Chemical Corporation
Water/Sewer (file)
OMB Bid file

Resolution

Number 22-1834

Adopted Date December 06, 2022

ENTER INTO SERVICE AGREEMENT WITH SECURE CYBER DEFENSE FOR MONITORING AND MAINTENANCE SERVICES OF SECURITY INFORMATION AND EVENT MANAGEMENT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution #22-0948 adopted June 28, 2022, this Board authorized a request for proposals for monitoring and maintenance services of security information and event management for Telecommunications; and

WHEREAS, pursuant to Resolution #22-1695 adopted November 8, 2022, this Board authorized the initiation of negotiations with Secure Cyber Defense for monitoring and maintenance services of security information and event management for Warren County Telecommunications; and

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

NOW THEREFORE BE IT RESOLVED, to enter into service agreement with Secure Cyber Defense, 201 Tyler Way Moraine, OH 45439, for monitoring and maintenance services of security information and event management on behalf of Warren County Telecommunications for a total contract price of \$640,497.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of December 2022.

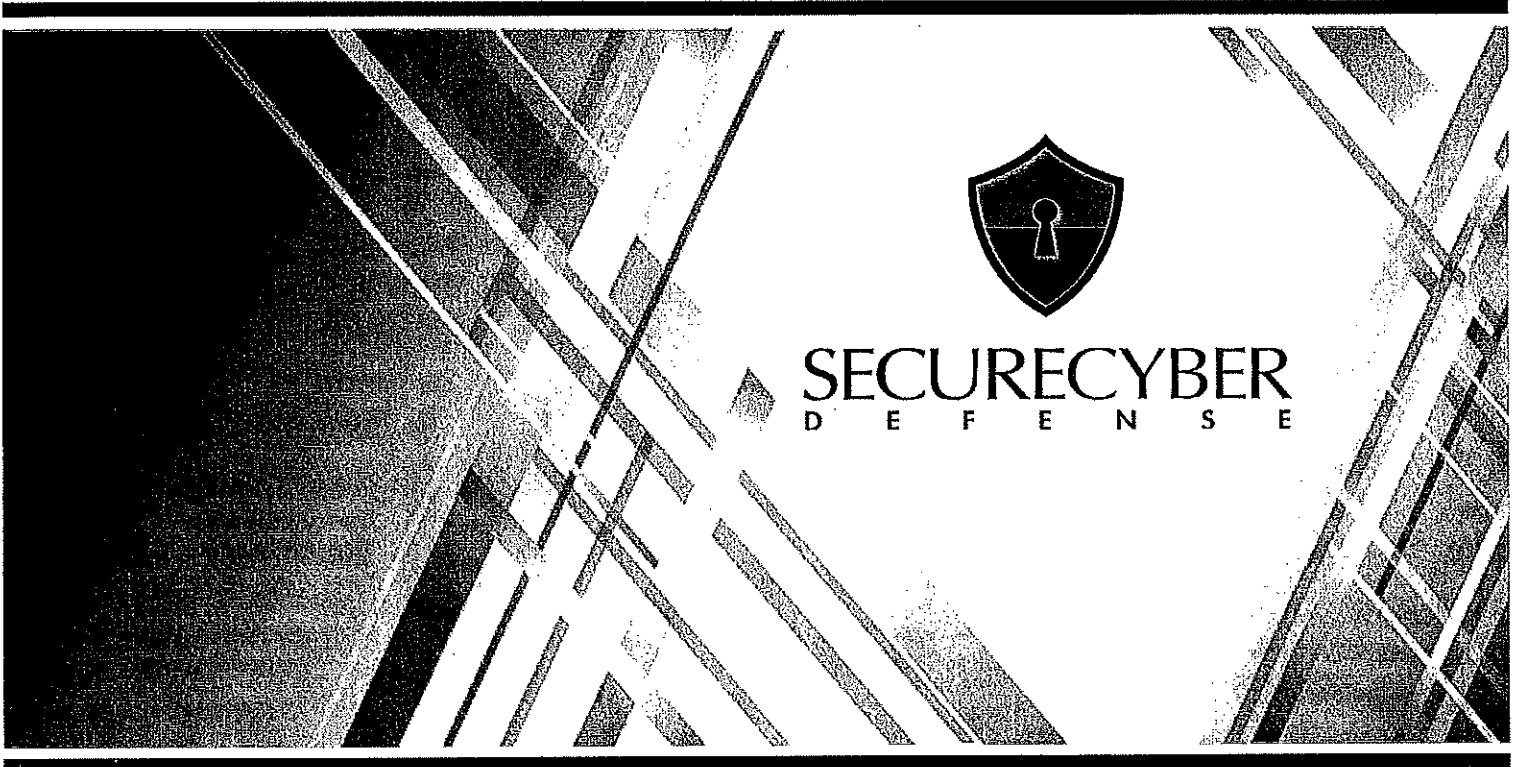
BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

KP/

cc: c/a— Secure Cyber Defense
Telecom (file)
OMB Bid file



We have prepared a quote for you

Managed Cybersecurity Services - 5YR Term

Quote # 001468
Version 1

Prepared for:

Warren County Telecommunications

Warren County Board of Commissioners c/o Telecommunications
Gary.Estes@wcoh.net

201 Tyler Way
 Moraine, OH 45439
 www.secdef.com
 (937) 388-4405



SECURECYBER
 D E F E N S E

Managed Cybersecurity Services - Year 1

Description	Price	Qty	Ext. Price
Secdef SIEM Core System Comprehensive SIEM (Security Information and Event Management) Solution. Fully hosted in our secure and compliant cloud, to manage and monitor your critical systems. Our Enhanced SOC (ESOC) builds on the SIEM service to deliver complete 24/7 incident investigation, with cross-correlation against our global network of monitored partner and client environments, and direct investigation of all high-severity incidents by highly trained SOC analysts. - Core SIEM System - Based on Customer's estimated EPS Rate of 600 EPS (One-Time Cost)	\$238,707.00	1	\$238,707.00
Professional Services - Implementation and Professional Services - Professional Services for implementation of SIEM - Project Management services (One-Time Cost)	\$93,920.00	1	\$93,920.00
SECDEF SIEM Training SECDEF SIEM Training Year 1 - up to 10 individuals - onsite and/or virtual training (One-Time Cost)	\$35,000.00	1	\$35,000.00
SECDEF SIEM Support-Maintenance SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services (Annual Cost)	\$38,224.00	1	\$38,224.00

Subtotal: \$405,851.00

201 Tyler Way
 Moraine, OH 45439
 www.secdef.com
 (937) 388-4405



SECURECYBER
 D E F E N S E

Managed Cybersecurity Services - Year 2

Description	Price	Qty	Ext. Price
SECDEF SIEM Support-Maintenance - Year 2 SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services - training for up to ten (10) individuals (Annual Cost)	\$58,573.00	1	\$58,573.00

Subtotal: \$58,573.00

Managed Cybersecurity Services - Year 3

Description	Price	Qty	Ext. Price
SECDEF SIEM Support-Maintenance - Year 3 SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services - training for up to ten (10) individuals (Annual Cost)	\$58,630.00	1	\$58,630.00

Subtotal: \$58,630.00

Managed Cybersecurity Services - Year 4

Description	Price	Qty	Ext. Price
SECDEF SIEM Support-Maintenance - Year 4 SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services - training for up to ten (10) individuals (Annual Cost)	\$58,690.00	1	\$58,690.00

Subtotal: \$58,690.00

201 Tyler Way
 Moraine, OH 45439
 www.secdef.com
 (937) 388-4405



SECURECYBER
 D E F E N S E

Managed Cybersecurity Services - Year 5

Description	Price	Qty	Ext. Price
SECDEF SIEM Support-Maintenance - Year 5 SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services - training for up to ten (10) individuals (Annual Cost)	\$58,753.00	1	\$58,753.00

Subtotal: **\$58,753.00**

Invoicing & Payment Terms

Description	Qty
Upon approval of this quote Customer will be invoiced for the Total Annual and One-Time Costs for Managed Services - Year 1, in the amount of \$405,851.00. Customer will be invoiced thereafter on the annual anniversary date for the subsequent Managed Services - Years 2, 3, 4 and 5, for the amounts specified above for each separate year. Payments are due within thirty (30) days of receipt of invoice.	

Terms

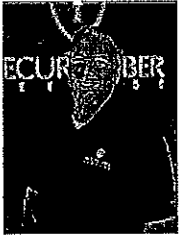
Description	Qty
The services, terms and conditions specified in the Security Information and Event Management (SIEM) RFP submitted by Secure Cyber Defense on 7/25/2022 are incorporated by reference in this Quote. The parties agree that this purchase is governed by the terms and conditions of the Security Information and Event Management (SIEM) RFP dated 7/22/2022 and the Master Service Agreement entered into by the parties on May 25, 2021. If there is any conflict within the RFP, this quote, or the Master Service Agreement, then the terms and conditions of the Master Service Agreement shall control.	

201 Tyler Way
Moraine, OH 45439
www.secdef.com
(937) 388-4405



SECURECYBER
D E F E N S E

Managed Cybersecurity Services - 5YR Term



Prepared by:
Secure Cyber Defense
Shawn Waldman
(937) 388-4405
swaldman@secdef.com

Prepared for:
Warren County Telecommunications
500 Justice Drive
Lebanon, OH 45036
Warren County Board of Commissioners c/o
Telecommunications
(513) 695-1810
Gary.Estes@wcoh.net

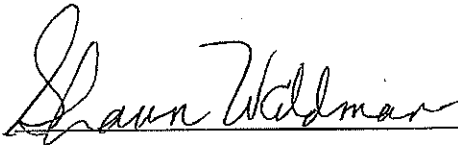
Quote Information:
Quote #: 001468
Version: 1
Delivery Date: 11/22/2022
Expiration Date: 12/31/2022

Quote Summary

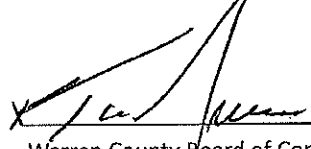
Description	Amount
Managed Cybersecurity Services - Year 1	\$405,851.00
Managed Cybersecurity Services - Year 2	\$58,573.00
Managed Cybersecurity Services - Year 3	\$58,630.00
Managed Cybersecurity Services - Year 4	\$58,690.00
Managed Cybersecurity Services - Year 5	\$58,753.00
Total: \$640,497.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All managed service contracts are a minimum of 1 year unless otherwise noted.

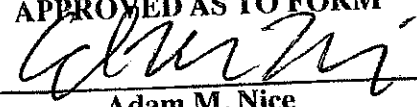
Secure Cyber Defense

Signature: 
Name: Shawn Waldman
Title: CEO
Date: 11/22/2022

Warren County Telecommunications

Signature: 
Name: Warren County Board of Commissioners c/o Telecommunications
Date: 12.6.22

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1835

Adopted Date December 06, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM SECURE CYBER DEFENSE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR FORTIGATE FIREWALL EQUIPMENT

WHEREAS, Secure Cyber Defense will provide FortiGate Firewall Equipment per Quote#001673 for Warren County Telecommunication, as indicated on the attached for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Secure Cyber Defense on behalf of Warren County Telecommunications for FortiGate Firewall as attached hereto and a part hereof.

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

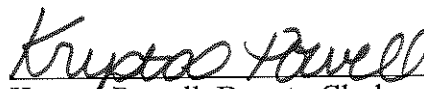
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

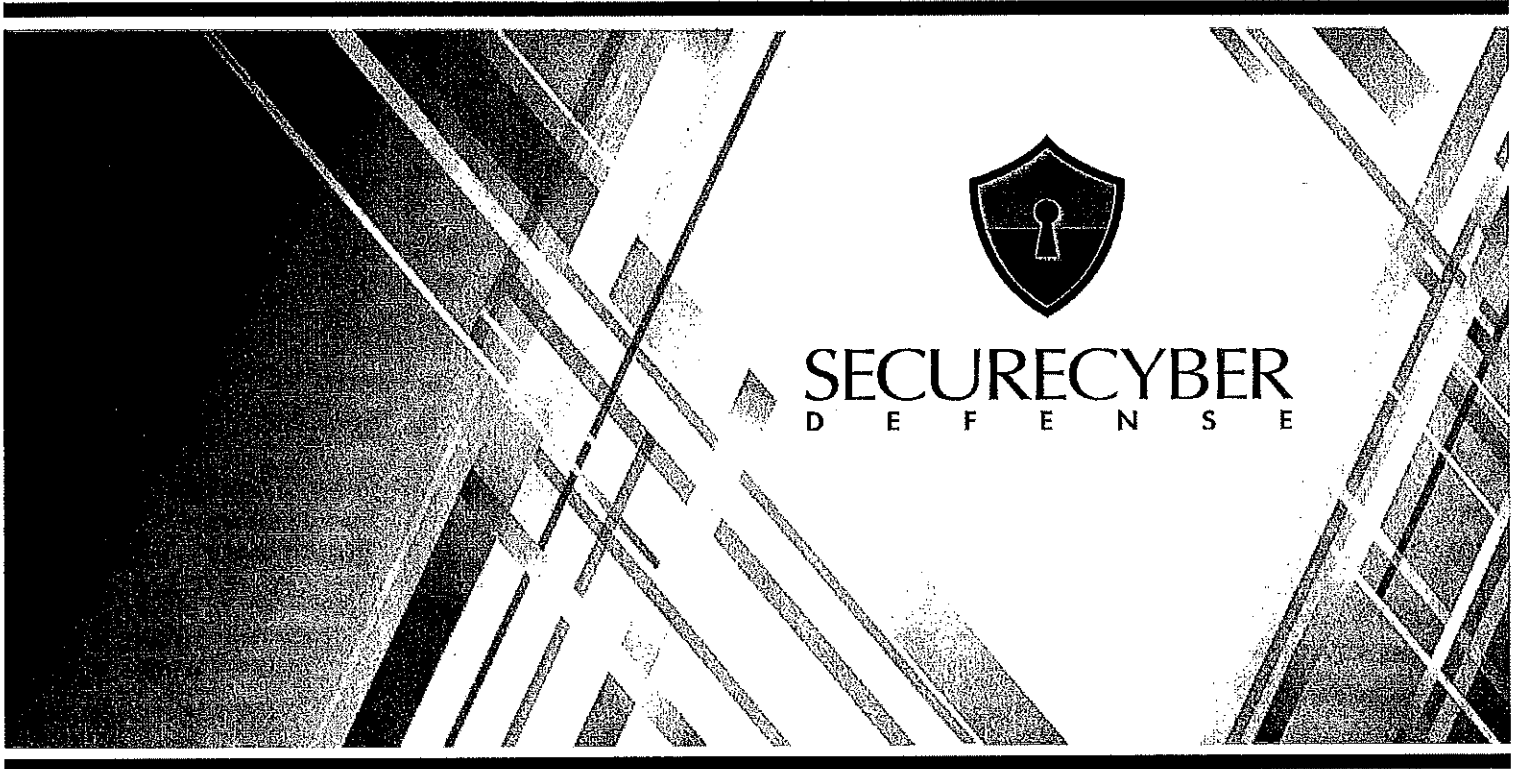
Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Secure Cyber Defense
Telecom (file)



We have prepared a quote for you

Managed Cybersecurity Services - 5YR Term

Quote # 001468
Version 1

Prepared for:

Warren County Telecommunications

Warren County Board of Commissioners c/o Telecommunications
Gary.Estes@wcoh.net

201 Tyler Way
 Moraine, OH 45439
 www.secdef.com
 (937) 388-4405



SECURECYBER
 D E F E N S E

Managed Cybersecurity Services - Year 1

Description	Price	Qty	Ext. Price
Secdef SIEM Core System Comprehensive SIEM (Security Information and Event Management) Solution. Fully hosted in our secure and compliant cloud, to manage and monitor your critical systems. Our Enhanced SOC (ESOC) builds on the SIEM service to deliver complete 24/7 incident investigation, with cross-correlation against our global network of monitored partner and client environments, and direct investigation of all high-severity incidents by highly trained SOC analysts. - Core SIEM System - Based on Customer's estimated EPS Rate of 600 EPS (One-Time Cost)	\$238,707.00	1	\$238,707.00
Professional Services - Implementation and Professional Services - Professional Services for implementation of SIEM - Project Management services (One-Time Cost)	\$93,920.00	1	\$93,920.00
SECDEF SIEM Training SECDEF SIEM Training Year 1 - up to 10 individuals - onsite and/or virtual training (One-Time Cost)	\$35,000.00	1	\$35,000.00
SECDEF SIEM Support-Maintenance SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services (Annual Cost)	\$38,224.00	1	\$38,224.00

Subtotal: \$405,851.00

201 Tyler Way
Moraine, OH 45439
www.secdef.com
(937) 388-4405



SECURECYBER
D E F E N S E

Managed Cybersecurity Services - Year 2

Description	Price	Qty	Ext. Price
SECDEF SIEM Support-Maintenance - Year 2 SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services - training for up to ten (10) individuals (Annual Cost)	\$58,573.00	1	\$58,573.00

Subtotal: \$58,573.00

Managed Cybersecurity Services - Year 3

Description	Price	Qty	Ext. Price
SECDEF SIEM Support-Maintenance - Year 3 SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services - training for up to ten (10) individuals (Annual Cost)	\$58,630.00	1	\$58,630.00

Subtotal: \$58,630.00

Managed Cybersecurity Services - Year 4

Description	Price	Qty	Ext. Price
SECDEF SIEM Support-Maintenance - Year 4 SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services - training for up to ten (10) individuals (Annual Cost)	\$58,690.00	1	\$58,690.00

Subtotal: \$58,690.00

201 Tyler Way
 Moraine, OH 45439
 www.secdef.com
 (937) 388-4405



SECURECYBER
 D E F E N S E

Managed Cybersecurity Services - Year 5

Description	Price	Qty	Ext. Price
SECDEF SIEM Support-Maintenance - Year 5 SECDEF SIEM Support & Maintenance, including: - all maintenance, upgrades, security patches, and updates - account services - vCISO services - training for up to ten (10) individuals (Annual Cost)	\$58,753.00	1	\$58,753.00

Subtotal: **\$58,753.00**

Invoicing & Payment Terms

Description	Qty
Upon approval of this quote, Customer will be invoiced for the Total Annual and One-Time Costs for Managed Services - Year 1, in the amount of \$405,851.00. Customer will be invoiced thereafter on the annual anniversary date for the subsequent Managed Services - Years 2, 3, 4 and 5, for the amounts specified above for each separate year. Payments are due within thirty (30) days of receipt of invoice.	

Terms

Description	Qty
The services, terms and conditions specified in the Security Information and Event Management (SIEM) RFP submitted by Secure Cyber Defense on 7/25/2022 are incorporated by reference in this Quote. The parties agree that this purchase is governed by the terms and conditions of the Security Information and Event Management (SIEM) RFP dated 7/22/2022 and the Master Service Agreement entered into by the parties on May 25, 2021. These documents are incorporated by reference as if fully re-written in this Quote. If there is any conflict within the RFP, this quote, or the Master Service Agreement, then the terms and conditions of the Master Service Agreement shall control.	

201 Tyler Way
Moraine, OH 45439
www.secdef.com
(937) 388-4405



SECURECYBER
D E F E N S E

Managed Cybersecurity Services - 5YR Term



Prepared by:
Secure Cyber Defense
Shawn Waldman
(937) 388-4405
swaldman@secdef.com

Prepared for:
Warren County Telecommunications
500 Justice Drive
Lebanon, OH 45036
Warren County Board of Commissioners c/o
Telecommunications
(513) 695-1810
Gary.Estes@wcoh.net

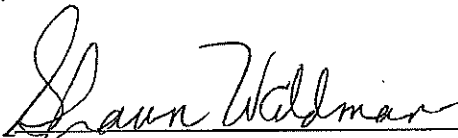
Quote Information:
Quote #: 001468
Version: 1
Delivery Date: 11/22/2022
Expiration Date: 12/31/2022

Quote Summary

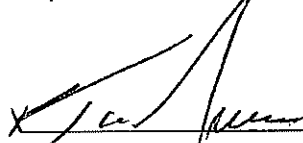
Description	Amount
Managed Cybersecurity Services - Year 1	\$405,851.00
Managed Cybersecurity Services - Year 2	\$58,573.00
Managed Cybersecurity Services - Year 3	\$58,630.00
Managed Cybersecurity Services - Year 4	\$58,690.00
Managed Cybersecurity Services - Year 5	\$58,753.00
Total:	\$640,497.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All managed service contracts are a minimum of 1 year unless otherwise noted.


Secure Cyber Defense

Signature: 
Name: Shawn Waldman
Title: CEO
Date: 11/22/2022

Warren County Telecommunications

Signature: 
Name: Warren County Board of Commissioners c/o Telecommunications
Date: 12-16-22

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1836

Adopted Date December 06, 2022

ENTER INTO CONTRACT WITH LOCUTION SYSTEMS INC. FOR AUTOMATED VOICE DISPATCH AND FIRE STATION ALERTING SYSTEM FOR WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution #22-1582 adopted October 18, 2022, this Board authorized the initiation of negotiations with Locution Systems Inc. for automated voice dispatch and fire station alerting system; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Locution Systems Inc., 1626 Cole Blvd. Suite 250, Golden, CO 80401 for automated voice dispatch and fire station alerting system on behalf of Warren Telecommunications for a total contract price of \$421,496.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Locution Systems, Inc.
Telecom (file)
OMB Bid file

LOCUTION SYSTEMS, INC.
1626 Cole Blvd, Suite 250
GOLDEN, COLORADO 80401
(303) 301-7300

AGREEMENT FOR THE SALE OF THE PRIMEALERT SYSTEM
TERMS AND CONDITIONS
FOR SALE OF PRODUCTS AND LICENSE OF COMPUTER SOFTWARE

Agreement No: WARRCOOH-221129

THIS AGREEMENT (the "Agreement") is made as of _____, 2022 by and between:

Locution Systems, Inc.
1626 Cole Blvd, Suite 325
GOLDEN, CO 80401
(303) 301-7300
(herein "LOCUTION")

AND

Warren County Ohio
500 Justice Drive
Lebanon, OH
(herein "Customer")

Locution and Customer have agreed to enter into this Agreement providing, among other things, for the sale to Customer of the product, consisting of computer software, computer hardware, and audio database, as set out in Schedule B – Price List and the grant to Customer of a license to use Locution's computer software, computer hardware, and audio database so long as Customer owns the product in exchange for the payment of the price set forth below, all in accordance with this Agreement, including the following exhibits attached hereto which form a part of this Agreement:

- Exhibit A – Statement of Work including Appendixes;
- Exhibit B – Price List;
- Exhibit C – Terms and Conditions;
- Exhibit D – Software License;
- Exhibit E – Milestone Payment Terms

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Sales and License Price: \$ \$421,496

TOTAL PRICE: \$ \$421,496

ORIGINAL INSTALLATION SITE: Warren County, OH

Exhibit A – Statement of Work

1.1 **LOCUTION PRIMEALERT-RADIO® SYSTEM FOR FIRE/EMS DISPATCHING**

This Statement of Work defines the work to be performed by Locution Systems, Inc. to provide the Warren County OH 911 Dispatch Center (referred to herein as either “Warren County” or “Dispatch Center”) Locution’s PrimeAlert® fire station alerting (FSA) system.

1.1.1 **Warren County 911 Responsibilities**

WARREN COUNTY is responsible for:

- a. Providing an existing TCP/IP Network with the required throughput to support the Locution Voice Announcement System. Each Locution announcement packet consists of approximately 1000 bytes.
- b. Allowing VPN access to the Server for Locution to configure and/or trouble-shoot the system remotely.
- c. Allowing access to Facilities etc., as needed by Locution Staff to conduct work related to this project. Noting this may require after-hours and weekend access.
- d. Filling out Audio Database Questionnaire and returning this to Locution.
- e. Providing 120V electrical connections within 12 feet of the Locution enclosure.

1.1.2 **Project Exclusions**

Locution commits to providing all software, services, and hardware described in this SOW. Excluded is any software or hardware customizations not mentioned herein. Locution has a change order process which will be used for any mutually agreed upon changes to the project.

1.1.3 **Locution PrimeAlert® Fire Station Alerting (FSA) System**

The PrimeAlert®Radio system software residing on the Locution Server located at communication center will translate a formatted textual command string provided by the CAD System into alert tones and a natural voice dispatch announcement and then broadcast the announcement over Warren County 911’s Radio system utilizing the Motorola MCC7500 System API. Broadcast will also occur over a separate PTT system. Supervised operation is also provided as part of the PrimeAlert® system.

1.1.4 **Hardware Specifications**

1.1.4.1 **In Communication Center Components**

Components that Locution shall provide at the communication center follow:

1.1.4.1.1 **Radio Interface Unit – Passive (RIP30)**

One RIP30 shall be provided by Locution. The RIP30 will reside in close proximity to the Motorola MCC7500 hardware. The RIA is a passive, dedicated hardware unit that provides impedance matching and routing of audio between the Motorola PC and the Motorola VPN.

1.1.5 Software Specifications

1.1.5.1 Central Location Software

Components that Locution shall provide at a central location follow. Central location is usually either the main Dispatch Center's computer room or communication center. PrimeAlert Administrator resides on the Locution server. PrimeAlert Dispatcher resides on communication center consoles (can be configured for single version at dispatch supervisor's position or at each dispatcher's console position).

1.1.5.1.1 PrimeAlert® Administrator

The PrimeAlert® Administrator is the central processing unit of the entire FSA system. It communicates with the CAD system via the CAD/FSA interface, with the radio PCs and the PrimeAlert® Dispatcher.

1.1.5.1.2 PrimeAlert® Dispatcher

The PrimeAlert® Dispatcher software shall be implemented in the PrimeAlert® System. The license supplied with this project will allow up to 10 clients to operate at the same time, each tying into PrimeAlert® Server. Warren County 911 will supply PCs, monitors, keyboards and mice for all PrimeAlert® Supervisor clients. The PCs may be shared with other applications.

1.1.5.1.3 PrimeAlert® Voice with PTT Radio Capability

The PrimeAlert® Voice application will reside on each radio PC. It will provide all local radio operation, including controlling relay contacts, and voice announcement creation. It communicates directly with the PrimeAlert® Administrator application described above.

1.1.5.1.4 PrimeAlert® LCDI

The PrimeAlert® LCDI (Locution Console Data Interface) application will provide full automated voice dispatching upon Dispatch message from CAD. This capability includes multi-selects. Versions for both primary and back-up capability will be provided.

1.1.6 Project Meetings

As part of this project Locution will provide the following meetings:

1. **Initial Kick-off meeting:** During this meeting, a presentation of our understanding of the system is provided and discussions occur between Locution and Dispatch Center.
2. **Initial Radio Configuration Meeting** (if needed): If during Initial Kick-off meeting, it is determined there is even slight complexity of the radio system, an Initial Radio meeting is scheduled with Locution's System Integration Engineer. During this meeting the configuration of the radio system is discussed as well as the configuration plan to assure good interact with new automated dispatching processes and existing radio usage processes.
3. **Regular Weekly or bi-weekly Status Meetings** (whichever works best for the Center) are then scheduled for duration of project.

1.1.7 Point of Contact

Dispatch Center is responsible for providing a principal contact both for Locution project manager as well as Audio Database Coordinator. These can be the same individual, but do not have to be. The contact for the Audio Database must be able to verify correct pronunciations of Dispatch area's streets.

1.1.8 Project Phases and Dates

Locution's PrimeAlert® FSA project is implemented in five phases:

1. Initial Collection and Analysis of Data
2. Creation of Audio and Configuration Files
3. CAD Integration and Acceptance
4. Installation
5. Final Configuration

Note a Project Schedule will be created after the initial project Kick-off Meeting

1.1.9 Phase 1- Initial Collection and Analysis of Data

During this phase, Locution collects all data necessary for the project. This includes information required for Audio Database such as street name, Dispatch area's common place names, incidents, and unit names. Note, Locution places a restriction of 7,000 common place names. There is no restriction on any other items – street names are based upon the number of streets that exist within the dispatch area.

1.1.10 Phase 2- Creation of Audio Database and Configuration Files

During this phase, Locution takes the information taken during Phase 1, and creates all required configuration and Audio Database files. Refer to section below labeled 'Data Required by Locution for Creation of Audio Database' below for precise data that is required.

1.1.11 Phase 3- PrimeAlert® Integration with CAD

The server where PrimeAlert Administrator resides will communicate with the CAD Server via a TCP/IP connection. When commanded by the CAD system, the PrimeAlert® Voice application will then generate corresponding alert tone(s) followed by a complete dispatch announcement over the air.

The PrimeAlert® system will provide information back to the CAD system relating to the status of each alert or announcement message. This information will include the data relating to whether or not a remote PC is off-line.

The Locution FSA system will tie via an interface into the CAD system. It is expected that testing with CAD and a PrimeAlert® Test System will take place shortly after this SOW is approved to prove out this interface. In order to execute this testing the following shall take place:

- Locution attains remote access to a suitable computer at Warren County 911.
- Locution installs a temporary, test system that includes Locution Server.
- Test the CAD – Locution interface, including:
 - Dispatch
 - Move Up
 - Unit Status
- Evaluate test results.

1.1.12 Phase 4- Installation

WARREN COUNTY Responsibilities

WARREN COUNTY will provide technical support to Locution's radio setup engineer. Occasional computer-sharing (e.g. Webex) meetings will be required.

Locution Responsibilities

- Locution will ship hardware as it become available to the Customer agreed upon staging location.
- Locution will provide all hardware as itemized in the project quote.
- Locution will provide full installation.

1.1.13 Phase 5- Final Configuration

WARREN COUNTY Responsibilities

- WARREN COUNTY will provide assistance with any network connectivity issues during System Conformance Testing. WARREN COUNTY is responsible for providing any wiring to existing systems that Locution will need to tie into, including CAD Server.
- WARREN COUNTY will provide assistance with test dispatching and verification during Cutover procedure.

Locution Responsibilities

- Locution will provide Cutover procedure to Customer, and will remotely monitor system to ensure functionality.

1.1.14 Training

Two training courses, Operations Training & Technical Training, are delivered via WebEx. Operations Training is conducted by a training-certified Locution representative on a 'train-the-trainer' basis, and Technical Training is provided by a training-certified Locution representative focused on system operations, configuration, and operational troubleshooting and diagnostics.

Course ID	Course Name	Training Audience	Location	Duration
LOCTR-OP	PrimeAlert® Operations Training	Dispatchers, telecommunicators, and management in the communications center	WebEx	2 hours
LOCTR-TECH	PrimeAlert® Technical Training	Information Technology, CAD System, and Radio System Administrators	WebEx	7 hours (6 hours training + 1 hour lunch break)

Recommended delivery timeline of each training course:

- Operations Training: up to 1 week *prior* to "go-live"

- Technical Training: 2-3 weeks *after* "go-live"

COURSE DESCRIPTIONS

LOCTR-OP PrimeAlert® Operations Training

This 2-hour course, intended for the dispatchers/telecommunicators in the communications center, covers:

- Basic overview of the Locution system
- Introduction to the Locution PrimeAlert® Dispatcher Interface
- Functions specifically configured for client
- Dispatcher operations within PrimeAlert® Dispatcher Interface
- Automated dispatching samples – this is what the first responders will hear
- Troubleshooting of potential problems
- Q&A

A copy of the training presentation is provided to the client after the conclusion of the training session.

LOCTR-TECH PrimeAlert® Technical Training

This 6-hour course, intended for the client's CAD system and operations maintenance and repair personnel, covers the following:

- Basic operation of a standard Locution PrimeAlert® Fire Station Alerting System installation as it relates to CAD, network infrastructure, radio infrastructure, and apparatus and personnel distribution and management
- Basic configuration, management, operation, and troubleshooting of:
 - Standard server-based installation of PrimeAlert® System Administration Interface software
 - Standard workstation-based installation of PrimeAlert® Dispatcher Interface software
 - Standard installation of a PrimeAlert® system enclosure
 - Standard workstation-based installation of PrimeAlert® Radio software & hardware
 - Standard dispatch radio equipment controlled by PrimeAlert® software & hardware
- Overview of optional functionality and element control systems
- Q&A

Technical Training Agenda Breakdown:

Overview (1.5 hours)

- PrimeAlert® System
- Department specific customizations
- PrimeAlert® System Administration Interface
- PrimeAlert® Dispatcher Interface
- PrimeAlert® Radio

Configuration (1.5 hours)

- PrimeAlert® System Administration Interface
- PrimeAlert® Dispatcher Interface
- PrimeAlert® Radio

Troubleshooting (3 hours)

- Miscellaneous Issues
- General System
- Network
- PrimeAlert® System
- PrimeAlert® System Administration Interface
- PrimeAlert® Dispatcher Interface
- PrimeAlert® Voice
- PrimeAlert® Radio

1.1.15 Dispatcher Activation of PrimeAlert® System

The actions other than normal operation of the CAD system will be required to activate the PrimeAlert® dispatch tones and full dispatch announcement. The system is designed to automatically generate alert tones once the dispatcher has verified the event and assignment information and issued the appropriate commands to CAD to assign units.

After a dispatcher processes an incident through CAD, the PrimeAlert® system automatically performs the following tasks within milliseconds of receipt of CAD data:

- Formulate alert tone and dispatch audio announcement for each incident received from CAD

- Initiate paging tones
- Vocalize all pertinent dispatch information

1.1.16 Data Required by Locution for Creation of Audio Database

Following are the message components supported by the PrimeAlert® system. Note Locution as default articulations and versions for each of the following, but the WARREN COUNTY can choose any configuration listed below (e.g. street numbers 308 can be announced ‘three oh eight’ or ‘three zero eight’ as well as other combinations; apartments 23A can be announced twenty-three aye, or twenty-three alpha etc).

Independent of defaults, Locution requires WARREN COUNTY to provide Locution with street names, common place names, unit designations and incident natures.

1.1.16.1 Alert/Paging Tones

Warren County 911 has an option of selecting one of the Locution-provided alert tones or paging tones or may provide one of its own for incorporation into Locution’s audio database.

1.1.16.2 Vehicle / Incident Announcement

Following the alert tone, full vocal audio dispatch announcement will take place. The components available to the dispatch message follow.

1.1.16.3 Designations of Apparatus

This portion of the vocal message will be the complete unit assignment by apparatus name and number, e.g. engine 18, truck 22, hazmat 14, etc. The announcement will include the total assignment of all apparatus targeted to respond.

1.1.16.4 Standard Incident/Problem Type

This portion of the vocal message provides a standard description of the incident such as, “abdominal pain” or “vehicle fire” and will include any recognized incident codes that are required to be announced as well. A list of standard incident descriptions and/or nature codes will be provided by Warren County 911 during system design. Incident descriptions and/or nature codes may be added as needed or periodically along with other scheduled system upgrades, such as the addition of street names to the system database.

1.1.16.5 Street Address Location

The incident location component of the announcement includes the street address number, cardinal point direction, street name, and street type. Street address numbers will be articulated as described in Street Address Number section.

When the location of an incident is given as an intersection of recognized street names, the PrimeAlert® system will announce the intersection. For example, a location entry such as HARBOR / MAIN would be announced as, “Harbor and Main.” Precise announcement syntax can be specified by Warren County 911.

1.1.16.6 Cross Streets

When cross street information is provided in a standard format, PrimeAlert® can announce the cross street(s) as part of the incident location. An incident location announcement which includes a cross street would be announced as, “122 West Elm, cross of Baker.”

1.1.16.7 Other Directional Tags

General Cardinal point directions (i.e. north, south, etc.) are announced when passed from CAD to the PrimeAlert® system as part of the street address location of an incident. Additionally, specific directional tags such as “inbound” for freeways and tags such as “north of” for intersection locations can be announced. Standard locational information such as “Exit ramp” can also be included in the announcement. Aliases for directions, e.g. AVE versus AV can be recognized and announced in a consistent manner.

1.1.16.8 Apartment Numbers

When the CAD system recognizes and passes apartment numbers to the PrimeAlert® system they will be announced as part of the incident location, as long as they are in a consistent location within the CAD message. Any combination of numbers and letters will be announced, up to five characters. Apartment numbers will be articulated as described in section in Apartment Number section.

1.1.16.9 Floor Numbers

When the CAD system passes building floor numbers to the PrimeAlert® system they will be announced as part of the incident location, as long as they are in a consistent location within the CAD message. The system has the capability of announcing floor numbers up to five digits in length. Floor numbers will be articulated as described in section in Floor Number section.

1.1.16.10 Business or Common Place Name

When the CAD system recognizes a business or common place name it will be included in the dispatch announcement as long as they are in a consistent location within the CAD message. Additionally, if no street address is provided for an incident location, the PrimeAlert® system can use recognized business or common place names by default for the location portion of the announcement. There is presently a restriction of 7000 common place names upon initial implementation.

1.1.16.11 Building Type

If building types such as “townhouse” are a standard part of dispatch announcements (e.g., via ANI/ALI data), the PrimeAlert® system will include it as part of the announcement. Building type lists can be very specific, making items such as “outside phone booth” or “elevator” possible.

1.1.16.12 Abort Message

As part of normal incident processing, PrimeAlert® announcements will only occur if a Dispatcher releases an incident for dispatch. In the event that a Dispatcher decides to abort an incident after it has been dispatched, Dispatchers will have the capability to abort a PrimeAlert® announcement. The abort command can be performed by any Dispatcher and will automatically initiate an announcement indicating that the current or most recent PrimeAlert® announcement has been rescinded. Announcement content can include specific incident data to ensure that the correct incident response is canceled.

1.1.16.13 Order of Message Information

The announcement format or the order in which the above announcement components are given in the vocal dispatch will be consistent for all dispatch announcements. The PrimeAlert® system software receives and interprets CAD incident data and arranges the corresponding voice files in the proper order.

This order will be specified by Warren County 911 during system design and are GUI configurable by our system. A sample of how dispatch announcement components can be ordered is as follows:

1. Alert tones <tone><tone>

2. Responding apparatus <A9>
3. Incident description <DIFF BREATHING>
4. Location/address information <8956 S MANISTEE AV>
5. Apartment number <200A>
6. Floor number <2>
7. Building type <TNHSE>
8. Repeat (occurs by default)

PrimeAlert® receives incident data from CAD in a format similar to the items delimited above. The PrimeAlert® software sorts this data into the proper format and outputs a corresponding dispatch announcement for broadcast to all targeted units:

(<tone><tone>) " Ambulance nine, difficulty breathing. Eighty nine fifty six South Manistee Avenue, apartment two hundred A, floor two. Townhouse. Repeat, ambulance nine, difficulty breathing. Eight nine five six South Manistee Avenue, apartment two hundred A, floor two. Townhouse. "

In the sample announcement above, the incident data is repeated without the alert tones. Additionally, street address numbers are repeated as individual digits for clarity. The amount of incident data repeated (if any) and the articulation of street numbers can be specified by Warren County 911.

1.1.16.14 Specific Articulations

Announcement components requiring specific types of articulations for this implementation of the PrimeAlert® system will be specified by Warren County 911 during the implementation process from a pre-defined list of formats. Unless otherwise specified, default announcement formats for numbers will be provided. Number announcement formats are subdivided according to the announcement component in which they are used. The following sections provide a description of the default number announcements for each announcement component.

1.1.16.14.1 Street Address Numbers

Street address numbers in the incident location can be concatenated or articulated individually to provide maximum clarity in the vocal announcement. By default, address numbers will be articulated as indicated in Sample Sets #1 and #2 below:

Sample Number Set #1:

Address numbers in the initial portion of the dispatch announcement and numbers in all other categories, e.g. apparatus designations, will be announced in a specific pattern as follows:

652 E ALAMEDA BLVD = "six fifty-two east Alameda boulevard"
 2674 NW PALMER AVE = "twenty-six seventy-four northwest Palmer avenue"
 14355 S ST CECILIA ST = "one-forty-three fifty-five south Saint Cecilia street"

Sample Number Set #2:

In the repeated portion of the dispatch announcement, only street address numbers are articulated as individual digits:

652 E ALAMEDA BLVD = "six five two east Alameda boulevard"
 2674 NW PALMER AVE = "two six seven four northwest Palmer avenue"
 14355 S ST CECILIA ST = "one four three five five south Saint Cecilia street"

1.1.16.14.2 Apartment Numbers

Like street numbers, apartment numbers in the incident location can be concatenated or pronounced as individual digits and letters. When apartment number data is sent from CAD to PrimeAlert®, the PrimeAlert® announcement can include the word "number" or "apartment":

Sample Number Set #3

By default, apartment numbers will be announced as follows:

#200A = "number two hundred A"
#301 = "number three oh one"

Sample Number Set #4

Optionally, apartment numbers can be announced as individual digits:

#200A = "apartment two zero zero A"
#301 = "apartment three zero one"

The following choices are also offered for apartment announcement syntax:

#200A = "number two zero zero A"
or,
#301 = "apartment three oh one"

1.1.16.14.3 Floor Numbers

If the CAD system includes a floor number as part of the incident location data, the PrimeAlert® system will include floor numbers in the dispatch announcement. Floor numbers will be articulated by default as individual digits. The floor number will be preceded by the word "floor" as follows:

#4 = "floor three"
#11 = "floor eleven"

Alternatively, Warren County 911 can request an ordinal articulation for a slightly higher cost (Locution will provide price sheet at time of request). This articulation will use an ordinal number followed by the word "floor" as follows:

#4 = "fourth floor"
#11 = "eleventh floor"

1.1.16.14.4 Apparatus Designators

PrimeAlert® will receive CAD designations of apparatus assigned to respond to each incident. These designations will be matched to the appropriate PrimeAlert® voice files. Examples of pronunciation of numbers associated with apparatus type identifiers are as follows (these abbreviations are generic examples only; Warren County 911 can specify abbreviations of apparatus for the PrimeAlert® system):

E5 = "engine five"
T13 = "truck thirteen"
HAZ25 = "hazmat twenty-five"
AT101 = "aerial tower one-oh-one"
R146 = "rescue one forty-six"

Alternatively, apparatus numbers can be articulated as individual digits:

T118 = "truck one eight"

1.1.16.15 Standard Notification Announcements

In addition to the test message, the PrimeAlert Dispatcher product will allow up to two hundred additional standardized announcements which can be included in the PrimeAlert® system. These messages can be up to one minute in duration each. Examples of possible types of notification announcements are as follows:

1. To notify companies in a targeted area of an alarm that may escalate a message can be sent from CAD to those companies. The PrimeAlert® system software will provide a notification tone and an announcement for targeted response personnel.
2. When an alarm is escalated to a higher level, a message can be sent to all targeted personnel. The PrimeAlert® software will provide an alert message consisting of a notification tone followed by the escalated incident type, followed by the location of the incident.
3. When the alarm is struck out or secured (declared under control) a corresponding message can be broadcast. The PrimeAlert® software will provide an alert message consisting of a tone, followed by a standard message such as, "NOTIFICATION MESSAGE, ACKNOWLEDGEMENT REQUIRED."
4. Specific announcements can be generated to call attention to printed messages on MDC screens:
 - A. The low priority type can consist of a tone followed by a standard message such as, "ATTENTION: DEPARTMENT MESSAGE ON MDC SCREEN."
 - B. The high priority type can consist of a tone followed by a standard message such as, "NOTIFICATION MESSAGE ON MDC SCREEN, ACKNOWLEDGEMENT REQUIRED."

1.1.17 Warranty and Maintenance

Locution provides one year warranty at no additional cost beyond the original contract price.

1.1.18 RFP Specifications Agreement

It is Warren County's requirement that Fire Departments pay directly to the selected vendor for any Fire Station Alerting features they choose but their pricing and agreements must extend from Warren County's RFP, including any bulk or 'suite' discounts, waiving add-on administrative fees and charges for up to one year from signing.

- 1. Each Fire Department must be able to work with the selected vendor to purchase, install, and maintain their own Fire Station Alerting system at their agencies stations.**

Compliant. Locution will work with each Fire Department to purchase, install, and maintain their own fire station alerting system at each agencies' stations.

- 2. The vendor must provide requirements and cost for four levels of station alerting. These can be based on 1 station.**

Compliant. Please see Locution cost quote for more information on the requirements and cost for four levels of station alerting.

- a. A non-zoned core system that will provide automated dispatching to station/s being dispatched over IP with the ability to activate station components purchased for that station.**

Compliant. Please see Locution cost quote for more information on the requirements and cost for a non-zoned core system that will provide automated dispatching to station/s being dispatched over IP with the ability to activate station components for that station.

- b. A 3-area zoned/common alerting solution that provides zoned lighting and audio in up to 3 individual areas in the station with the Common Areas being the 4th zone and would hear all dispatches.**

Compliant. Please see Locution cost quote for more information on the requirements and cost for a 3-area zoned/common alerting solution that provides zoned lighting and audio in up to three individual areas in the station with the common areas being the fourth zone that would hear all dispatches.

c. Zoned audio and lighting for individual bunk rooms with the Common Areas able to hear dispatches.

Compliant. Please see Locution cost quote for more information on the requirements and cost for zoned audio and lighting for individual bunk rooms with the common area able to hear dispatches.

3. The vendor must provide requirements and pricing good for one year for all available Fire Station Alerting components.

Compliant. Please see Locution cost quote for more information on the requirements and cost for one year for all available PrimeAlert Fire Station Alerting components.

4. All departments must be able to utilize existing components already installed in a station.

Compliant. The majority of the PrimeAlert Fire Station Alerting System's components/hardware is off-the-shelf (OTS) and non-proprietary. As a result, there are some items that you will need to get from Locution to support specific functions, however, a good portion can be tied into your existing hardware/systems.

5. It is the desire that all components be non-proprietary.

Compliant. Please see Locution's response to requirement item 4 above.

6. Outline your training offerings for fire/EMS departments as it relates to the Fire Station Alerting solution including timing, duration, and location (on-site or virtual).

Compliant. Please see Locution's Technical and Operational training offerings in Appendix A for more information.

7. The proposed system must operate over Internet Protocol (IP) of the agencies choice.

Compliant. Locution assumes a normal standard internet. If a network is put in that delays packets longer than 25 seconds, this is not considered to be standard by Locution. If many other markets, a delay is acceptable as long as all the packets make it through. That is not so in the FSA market, where delays will cause disruptions (our PrimeAlert Dispatcher software will provide a warning if by default a message takes longer than 4 seconds to send to a station – this can be increased to higher levels for slower networks, but Locution recommends this never go above 25 seconds worst case event.

8. The system must be a modular design that can be easily added to or changed.

Compliant. Locution's PrimeAlert Fire Station Alerting Systems are highly modular, allowing for incremental expansion and/or changes, which will provide Warren County's Fire Agencies to construct the system in stages or modify as needed, while maintaining full fire station command and control capability. All functions are re-configurable by software changes only, without requiring changes to the hardware units.

9. The system must be capable of being deployed to multiple agencies with multiple stations per agency.

Compliant. The system Locution is fully capable of being deployed for multiple Warren County's agencies and their stations.

10. The proposed system must send a response to the dispatcher indicating the success or failure of each dispatch alert given for each station, unit, or group.

Compliant. The PrimeAlert® Fire Station Alerting system fully monitors the status of each notification sent and immediately provides visual alerts/notifications to the dispatcher of each notification whether a notification successfully sends, fails to send, or if there is a warning about a notification.

The PrimeAlert® Fire Station Alerting system's PrimeAlert® Dispatcher software provides the Recent Incidents Display area, which shows all recent dispatches.

In addition, the software provides an Events Log, which logs the most recent 300 messages about system operation and announcements the Locution PrimeAlert® Fire Station Alerting system received or generated. Event logs are also kept in a log file on the PrimeAlert® Administrator computer.

11. The proposed system should allow for manual activation or manual override by the dispatcher.

Compliant. With Locution's PrimeAlert® Dispatcher software departments can configure manual dispatching using the software's interface.

12. The proposed system must be capable of handling multiple alerts for multiple stations and units at one time.

Compliant. The proposed PrimeAlert Fire Station Alerting System provides simultaneous dispatching, which allows multiple dispatches to be sent to different stations at the same time. Simultaneous dispatching reduces the time of dispatch, reduces call processing time, and effectively reduces stress on dispatchers during high call-volume peak periods.

13. The proposed system shall be capable of automatically notifying units in the field as well as in the fire stations.

Compliant. This is performed via Radio operation. Automated radio dispatching is primary in the field, and secondary (back-up) to any station that has an IP station setup within its station (IP stations, per request), are bid as an option. If no IP station FSA cabinet is in place in a station, then Radio is primary for that station.

14. Alerts at stations and to the units in the field shall not start more than two seconds after the alerting system receives the data from the CAD system.

Dispatch alerting messages received at a fire station location through the PrimeAlert® Fire Station Alerting System start no more than one second after being received from the CAD (assuming a reliable and well-functioning network is in place). To our knowledge, we provide the fastest responding FSA system presently on the market. Time details related to single station to 16 station dispatching are provided below.

1. Single incident notifications:

a. Notification to a single Station (T-1 network)

Time taken in milliseconds: < 200 milliseconds (unicast packet stream)

b. Notification to two Stations (T-1 network)

Time taken in milliseconds: < 200 milliseconds (multicast packet stream)
< 400 milliseconds (unicast packet streams)

c. Notification to four Stations (T-1 network)

Time taken in milliseconds: < 400 milliseconds (multicast packet stream)
< 500 milliseconds (unicast packet streams)

d. Notification to eight Stations (T-1 network)

Time taken in milliseconds: < 200 milliseconds (multicast packet stream)
< 400 milliseconds (unicast packet streams)

e. Notification to sixteen Stations (T-1 network)

Time taken in milliseconds: < 200 milliseconds (multicast packet stream)
< 400 milliseconds (unicast packet streams)

2. Multiple incident notifications:

a. Notification to two Stations (T-1 network)

Time taken in milliseconds: < 200 milliseconds (multicast packet stream)
< 400 milliseconds (unicast packet streams)

b. Notification to four Stations (T-1 network)

Time taken in milliseconds: < 200 milliseconds (multicast packet stream)
< 400 milliseconds (unicast packet streams)

c. Notification to eight Stations (T-1 network)

Time taken in milliseconds: < 200 milliseconds (multicast packet stream)
< 400 milliseconds (unicast packet streams)

d. Notification to sixteen Stations (T-1 network)

Time taken in milliseconds: < 200 milliseconds (multicast packet stream)
< 400 milliseconds (unicast packet streams)

15. Each department will be responsible for purchasing and maintaining the FSA system at their own stations to include the connectivity and firewall to each station. Warren County will maintain the required firewall.

Compliant. Acknowledged and understood.

16. Vendor shall assist Warren County in designing a secure AVD WAN.

Compliant. Understood. However it must be noted that the implementation of the WAN is the responsibility of Warren County.

WARRANTY, MAINTENANCE, AND SUPPORT

Warranty & Support

The Vendor shall include warranty and support which shall include all maintenance and upgrades to latest release of software for (5) five years following system acceptance.

Maintenance shall include all security patches and updates performed in a timely fashion to ensure the security and continuous operation of the system.

Compliant. Please see Locution's Maintenance Agreement in Appendix B.

24/7/365 Service

- Declare and provide your Service Level Agreement (SLA).

Compliant. Please see Locution's Maintenance Agreement in Appendix B.

- The Vendor represents and warrants that it shall maintain the systems, and all related equipment in the systems, in working order 24 hours per day, seven days per week, 365 days per year, and shall provide 24-hour emergency telephone numbers where emergency service and support can be obtained. The Vendor must be capable of providing priority response during warranty and while under contract for ongoing maintenance.

Compliant. Locution's standard warranty and support plan (the Gold 365/24/7 plan) provides 24/7/365 service. We remotely tie into system and diagnose problems first at server level, and if necessary, at the station level. We have full capability of turning on / turning off of any relay remotely. Our standard warranty assumes the fire authorities personnel (or someone designated by PFA) will assist in situations where it appears there is a component issue. With the Gold plan, Locution will overnight shipment any replacement part if there is an issue that cannot be fixed. Local support from Locution is also available. Please refer to Appendix B for information on Locution's Maintenance Agreement.

Security and Patching

- The Vendor should provide details of how all security updates and patches are handled.

Compliant. Timing of Security updates and patches is the responsibility of the customer. They should always be applied as early as possible after being released by Locution or the operating system vendor (Microsoft).

- It is the responsibility of the Vendor to make Warren County aware of all security issues and vulnerabilities with the system as soon as they become known.

Compliant. As part of Locution's standard processes, we are constantly monitoring and evaluating our system's security. In the event Locution identifies a vulnerability or security issue, we notify our customers of the event and provide updates on our remediation actions.

Beginning of Warranty Period

- The beginning of the warranty period shall commence concurrent with a dated Letter of Acceptance issued by Warren County Board of Commissioners to the Vendor. This letter will constitute Warren County's formal acceptance of the system.

Compliant. Acknowledged and understood.

SYSTEM SECURITY

- 1. Remote Access - All installation, maintenance, support, and configuration must be carried out using the Warren County Telecommunications supplied System Maintenance Terminal or approved remote access by Warren County Telecommunications. At no time will Vendor Laptops be permitted to directly attach to Telecom Networks.**

Compliant. Acknowledged and understood.

- 2. All servers shall be installed with the latest security patches and updates.**

Compliant. As part of Locutions' standard processes and procedures, the proposed PrimeAlert Fire Station Alerting System's server is installed with the most recent security patches and updates available.

- 3. Patches and updates shall be applied by the Vendor as soon as they are certified by the equipment manufacturer throughout the maintenance period for the equipment provided.**

Compliant.

- 4. All default passwords for all equipment must be changed to secure complex password. All passwords will be provided to the Warren County Point of Contact as part of system acceptance. Passwords will be managed by Warren County to meet internal security policies.**

Compliant. Locution will work with Warren County to accommodate the County's security policies and procedures for passwords.

- 5. All Vendor remote access must be escorted and monitored by Warren County's Personnel. No VPNs will be allowed.**

Compliant. Locution will be happy to work with Warren County to follow the County's remote access protocols.

- 6. Warren County uses Endpoint Detection Response (EDR) clients in our environment.**

Compliant.

DOCUMENTATION

- 1. A complete set of as-built drawings is required, as is documentation detailing system configuration. As-built drawings must be submitted in a Microsoft Visio format, all non-drawing documents shall be delivered in Adobe PDF format unless otherwise specified.**

The Vendor shall supply a digital copy of the final As-built drawing at the end of the project. The Vendor shall provide simple user manuals of the system installed. An online Help section must also be available.

Compliant. Diagrams, drawings, and user manuals regarding the PrimeAlert Fire Station Alerting System are provided to our customers as part of Locution's project management process. Please refer to Appendix E for an example of our as-built documents.

- 2. Document and provide all information flows in and out of the system (internet traffic, client requirements, IP addresses, ports, sockets, protocols)**

Compliant. Locution provides information flows in and out of the PrimeAlert Fire Station Alerting System as part of Locution's project management process.

- 3. Latest release notes, user guides.**

Compliant. Locution provides release notes, user guides, and other help documents to support our customers with system questions and needs.

- 4. Third-party dependencies must be declared (Adobe, Java, .nets, elastic, browsers)**

Compliant. Locution will provide all information about third-party dependencies and part of our standard project management process.

Exhibit B



1626 Cole Blvd, Suite 250
Golden, CO 80401
Voice: 303-301-7300 Fax: 303-384-9014

Customer : Warren County, OH RFP 2022	Quote ID	WARR-2211-2-2LCDI
Contact: Paul Bernard, Systems Manager	Document Date	11/10/2022
Email: Paul.Bernard@wcoh.net	Quote Expires:	5/17/2023
Phone: 513-695-2800		

1.0 Notes and Assumptions

Quoted:

V1.1

- Added second LCDI radio
- Deleted PTT radio
- Added voice backup to Options
- Updated maintenance to latest COI numbers (adjusts [slightly lowers] maintenance).

V1.0

Quoted for RFP proposal submission (RFP due Aug 22, 2022).

Over the air automated voice dispatch using PrimeAlert Radio LCDI (Locution Console Data Interface).

Adjusted: to 2 LCDI PrimeAlert Radios quoted (with quote rev V1.1)

This system is IP-station-additions ready

The configuration for the new radio console PC will be based on the current configuration of the

Analog tones do not always pass through digital radio systems (e.g. MCC7500) well. Use of pre- defined Motorola tones are suggested. Alternately, if an analog tone must be used in a digital system, the Customer must ensure the resulting tone at the remote receiver sounds acceptable.

Locution is not responsible for the quality of any existing radio system that this system is tied into.

Customer must provide remote network access to the Motorola MCC7500 Console, and assist with the loading of the software on the MCC7500 console and testing.

Does not include Motorola console to tie Locution PrimeAlert-Radio system into. It also does not include any required firewalls between Locution server and Motorola console.

Customer needs to provide a dedicated console, such as admin console that may be in back room.

Does not include installation of Radio Interfacing Unit. Locution will provide remote guidance for install of the Radio Interfacing Unit.

MCC7500 Consoles must run on the Windows 10 Operating System.

Customer must provide network connectivity between the central server and Motorola Console, in order for the system to be functional.

Does not include Central System Server. This must be supplied by Customer according to Locution Specs.

Includes Locution side of Locution/CAD interface. Customer is responsible for contracting with CAD vendor for CAD side of Locution/CAD interface.

Includes full project management.

Includes full installation.

Includes full dispatcher and technical training (WebEx).

Part Num	Description	Qty	Unit Cost	Total
2.0 Central System Software and Hardware				
2.1 Software (Standardized)				
CSL-VOI-CH-BS	PrimeAlert Voice - Complete Human (Basic ADB)	1	7,319	7,319
CSL-ADM	PrimeAlert Administrator Software	1	16,595	16,595
CSL-DSP	PrimeAlert Dispatcher (up to 10 licenses)	1	16,545	16,545
2.2 Software (Custom/Interfaces)				
CSL-VOI-CH-AV	PrimeAlert Voice - Complete Human (Adv ADB)	1	24,000	24,000
CSL-CFG-SW	Software Configuration	1	9,800	9,800
CSL-CSI	Interface to CAD (Locution side of Interface). Note customer must contract CAD company to provide the CAD vendor's side of the interface.	1	14,595	14,595
CSC-DOC-AB	As-built documentation	1	8,500	8,500
2.3 Hardware)				
CHM-SRV	High-uptime Server (Dell unless specified otherwise). Virtual will be used.	0	9,995	not bid
Subtotal (Main)				\$97,354
3.0 LCDI/PTT Radio Hardware and Software				
3.1 Software (Standardized)				
RSL-SLS-LC-75	PrimeAlert Radio - Locution Console Data Interface (LCDI) Server Side - MCC7500 RSL-	1	30,595	30,595
SLS-LC-BU	PrimeAlert Radio - Locution Console Data Interface (LCDI) Server Side - Back-up RSL-	1	15,295	15,295
SLC-LC-75	PrimeAlert Radio - Locution Console Data interface (LCDI) Client Side includes copy of DvServer for audio - MCC7500	1	45,895	45,895
RSL-SLA-LC-75	PrimeAlert Radio - Locution Console Data Interface (LCDI) Client Side includes copy of	1	14,945	14,945

DvServer for audio - MCC7500 (additional)

3.2 Software (Custom/Interfaces)

RSL-CFG-LC	PrimeAlert Radio - LCDI Software Configuration	1	19,295	19,295
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3.3 Hardware

RHL-CPN32-PT	Control Panel, PTT: includes system power, 8 control relays, wire management, 120V surge-protection and isolation, with locked front panel door access.	0	3,075	0
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RHM-PCA-PT	Station PC Assembly - PTT PC	0	1,695	0
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RHL-RIH	Radio Interfacing Hardware	2	1,425	2,850
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RHL-RIH-AD	Radio Interfacing Hardware	2	824	1,648
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Subtotal (Radio)

\$130,523

4.0 Smart Device Software and Hardware (none defined or not applic. to this Quote/Price List)

5.0 Station Software and Hardware (none defined or not applic. to this Quote/Price List)

6.0 Integration (none defined or not applicable to this Quote/Price List)

7.0 Services

Project Management

PMGNT	Project Management	1	13,750	13,750
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Engineering

ENG01	Engineering	1	2,500	2,500
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Training

LOCTR-OPW	PrimeAlert Dispatcher Training (WebEx)	1	4,508	4,508
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LOCTR-TECW	PrimeAlert Technical Training (WebEx)	1	4,508	4,508
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Install Oversight / Conformance

INST-OV	Installation Oversight (Installer Assistance)	1	2,200	2,200
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CONF01	Conformance (Zoned Systems)	0	not bid	not bid
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Installation

INSTF-LC2	Installation - 2 LCDI Radio control	1	5,363	5,363
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Travel

TRV01	Travel (or Remote Costs)	1	1,925	1,925
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Subtotal (Services)	\$34,754
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8.0 Totals (Categorized by Software, Hardware, Services)

Software	\$223,379
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Hardware	\$4,498
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Services (excluding defined install, support)	\$29,391
-----------------------------------------------	----------

SubTotal (w/o install, maint, options)	\$257,268
-----------------------------------------------	------------------

Installation	\$5,363
--------------	---------

Maintenance Year One	\$28,929
----------------------	----------

Subtotal	\$291,560
----------	-----------

Tax	Assumed no tax
-----	----------------

Total (US Dollars)	\$291,560
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Maintenance: Year Two	\$30,375
-----------------------	----------

Maintenance: Year Three	\$31,894
-------------------------	----------

Maintenance: Year Four	\$33,170
------------------------	----------

Maintenance: Year Five	\$34,497
------------------------	----------

Grand Total (US Dollars)	\$421,496
---------------------------------	------------------

8.1 Totals (Categorized by Area)

SubTotal (Main)	\$97,354
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SubTotal (Radio/Wireless)	\$130,523
---------------------------	-----------

SubTotal (Station)	\$0
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Services (excluding any defined installation)	\$29,391
-----------------------------------------------	----------

SubTotal (w/o install, maint, options)	\$257,268
-----------------------------------------------	------------------

Installation	\$5,363
--------------	---------

Maintenance Year One	\$28,929
----------------------	----------

Subtotal	\$291,560
----------	-----------

Tax	Assumed no tax
-----	----------------

Total (US Dollars)	\$291,560
---------------------------	------------------

Maintenance: Year Two	\$30,375
-----------------------	----------

Maintenance: Year Three	\$31,894
-------------------------	----------

Maintenance: Year Four	\$33,170
------------------------	----------

Maintenance: Year Five	\$34,497
------------------------	----------

Grand Total (US Dollars)	\$421,496
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9.0 Support Maintenance Costs

<i>Note: Maintenance is not included in the total price & begins after the 1 Year Warranty Period</i>

has ended. Does not include Server Hardware in Support Maintenance Costs.

MAINT01	Includes annual maintenance for:	
	PrimeAlert Administrator Software	1,991
	PrimeAlert Dispatcher Software	1,985
	PrimeAlert Automated Voice Capability	3,758
	PrimeAlert Radio (All related SW)	18,904
	PrimeAlert Radio (All related HW)	540
	Interface to CAD	1,751
	Subtotal (Annual Maintenance)	\$28,929

10.0 Optional Equipment

<i>Note: Items in this section are options & not reflected in total price</i>				
*** IP Stations				
<i>To a station, add a:</i>				
Core System	System Price (w/ Core cabinet)	1	10,914	10,914
3-Area System	System Price (w/ 3-Area cabinet)	1	11,399	11,399
EZ-Zone System	System Price (w/ EZ-Zone cabinet)	1	18,444	18,444
Multi-Zone	System Price (w/ Multi-Zone cabinet)	1	18,783	18,783
w/ Install Costs Core				
System	System Price	1	10,914	
	Base Install	1	3,300	
	Add to Station Cost w/ Install Added			14,214
3-Area System	System Price	1	11,399	
	Base Install	1	5,400	
	Amplifiers	3	499	
	Zone Install	3	1,680	
	- Additional components will add to pricing			
	- Wiring must be divided between areas			
	Add to Station Cost w/ Install Added			23,336
EZ-Zone System	<i>Can vary significantly based upon # of dorms and components</i>			
Multi-Zone	<i>Can vary significantly based upon # of dorms and components</i>			
	Human-Word voice as backup-top of the ll			
	voice options though less accurate - excellent for voice backup)			
** Addition of Non-	Backup voice (matched to primary voice)	1	2,400	2,400
- highly flexible				
CSC-KT-RO				
***Local Maintenance	Local Support through Mobilcomm (annual)	1	11,940	11,940
Local Support				

Exhibit C

Software License Agreement for City of Warren County, OH

1. Recitals. The "Contract Documents" consist of the Agreement for the Sales of the PrimeAlert® System, PrimeAlert® Statement of Work (Exhibit A), Quotation document for Warren County (Exhibit B), this Software License (Exhibit C), and the Terms and Conditions (Exhibit D). The "Proposal" consists of these Contract Documents.

2. Ownership Rights. Warren County, Ohio (the "Customer") understands that the Contract Documents do not effect any transfer of title or any other rights (except as granted herein) in any computer software (the "Software") produced, developed or delivered to the Customer by Locution Systems, Inc. ("Locution"). Further, all proprietary rights, including copyright, in and to all manuals, reports, training programs and other written materials produced by Locution and delivered to the Customer (the "Written Materials") remains in Locution.

3. Software License. Locution grants to the Customer a non-exclusive, royalty free perpetual license to use the Software for its intended purpose as described in the Contract Documents and especially in the Proposal.

3.1. Software Protection. The Customer will reasonably protect the Software as Locution's proprietary property, and the Customer may neither publish, disclose, nor distribute the Software or any part thereof except as necessary to implement the purpose of the Contract Documents. The Customer may not attempt to create the Software by reverse engineering, reverse assembly or otherwise.

3.2. Source Code. The Contract Documents do not include Software source code, which remains the sole property of Locution.

3.3. Copies of Software. Locution understands that the Customer intends to install the PrimeAlert Software in one location at the Communications Center. In addition, the Customer may make a reasonable and limited number of copies of the Software and Written Materials for the Customer's internal needs and uses, including archive and backup purposes. All such copies, in whole or in part, shall remain the property of Locution and shall at all times be subject to the restrictions set forth herein. Whenever a location whereat the Software is installed is closed or deactivated, the Software and all Written Materials shall be removed from that location.

4. Rights Granted to the Customer in the Written Materials. Locution, for so long as the Customer uses the Locution PrimeAlert System, hereby licenses and grants permission to the Customer to use, copy and disclose the Written Materials for any necessary governmental purposes connected with the Proposal, including training and education of employees who will use the PrimeAlert system. Such use is granted so that the Customer may understand and use the Written Materials and the Software for its intended purpose. Such Written Materials and any copies, in whole or in part, shall bear Locution's copyright notice or other proprietary notice.

5. Ownership – Authority. Locution represents and warrants to the Customer that Locution has full power and authority to grant the rights set forth in this Exhibit to the Customer with respect to the Software and Written Materials.

6. Right of Locution to Terminate for Cause. Locution may terminate its Software License for cause by giving written notice to the Customer, which notice shall specify the cause. If the Customer, within 45 days following the receipt of notice, cures the problem giving rise to the cause, this License shall continue unabated. If, however, the problem is not so cured, then this License shall terminate on the 46th day following the effective date of such notice. Customer may choose to terminate the Software License for convenience upon 45 day advanced written notice, any fee for services rendered prior to termination shall be paid by Customer.

7. Notice. All notices given under or with respect to this Exhibit shall be in writing. Notice shall be deemed given, effective and received when personally delivered or served, or three business days after posting when sent by certified mail, return receipt requested, with a copy by first class mail, postage prepaid, addressed to the party's authorized representative as set forth herein or at such other address as a party may from time to time designate by Notice. Notice may also be given and shall be considered delivered and effective the following business day when sent by telex, facsimile or telegram. Either party, by notice may change any name or address for future notice. "Business day" shall mean Monday through Friday, excluding New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and Christmas.

8. Good Faith. Each of the parties hereto agrees that it shall act in good faith with regard to their respective obligations hereunder.

**EXHIBIT D
TERMS AND CONDITIONS**

All products sold by Locution Systems, Inc. ("LOCUTION") and all software licensed by LOCUTION are sold and licensed subject to the following TERMS AND CONDITIONS.

1. Payment Terms. Customer will pay LOCUTION within 30 days following installation of product or completion of project milestone. Interest on past due amounts shall accrue at the rate of 18 percent per annum until paid.

2. Risk of Loss. The Products shall be FOB Denver, Colorado and LOCUTION will assume the risk of loss until they are delivered to Customer.

3. Software License. LOCUTION grants to Customer a non-exclusive license and right to use the computer software for so long as Customer owns and uses the product. Customer will not further distribute the software without the prior consent of LOCUTION. Customer will not attempt to create the software by reverse engineering, reverse assembly or otherwise. The software included within the product is licensed for use only at the one site where the product is used and no others. Title to the software and all applicable rights, including copyright, shall remain in LOCUTION.

4. Limited Warranty. LOCUTION warrants title to the product and software. LOCUTION further warrants that the product and software will operate in material conformance with the product's published technical specifications at the time of shipment to Customer.

4.1 Defects. The products and software are warranted against defects in materials and workmanship for a period of one year from the date of LOCUTION's final acceptance or productive use invoice. Locution sends either a final acceptance or a productive use invoice for its multi-milestone projects.

4.2 Repair or Replacement. Products which prove to be defective during the warranty period will be repaired or replaced, at the option of LOCUTION, provided, however, that the failure is not due to abuse or misuse of the product. Products under warranty must be delivered to LOCUTION at Customer's expense for repair or replacement. The products will be returned to Customer at LOCUTION's expense.

4.3 Service Hours. Telephone support is available 24/7 365 days a year. Customer should call Locution's toll free number. Note that in certain situations, the Customer's main support individual's phone number MAY be set up to take after hour calls directly. In this situation, the Customer may directly call this number to obtain a more direct response.

5. Disclaimer of Additional Warranties. Except as set forth in paragraph 4, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE SPECIFICALLY DISCLAIMED. LOCUTION DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN MODIFIED BY ANY PARTY OTHER THAN LOCUTION.

6. Limitation of Liability.

6.1 Force Majeure. LOCUTION shall have no liability to Customer or any third party for failure to perform under this Agreement because of acts or events reasonably beyond LOCUTION's control.

6.2 Time Limits. No legal action, regardless of the form, relating in any manner to the product, may be brought by either party more than one year after the event giving rise to the cause of action has occurred.

6.3 Excluded Damages. LOCUTION shall not be liable for consequential, incidental, or special damages arising from or related to the product even if LOCUTION has been advised of the possibility of such damages.

7. GENERAL

7.1 Good Faith. Each of the parties hereto agrees that it shall act in good faith with regard to their respective obligations hereunder.

7.2 Applicable Law and Venue. These Terms and Conditions shall be construed as a domestic contract to be performed in and in accordance with the laws of Ohio. The venue for any legal dispute shall be that of Common Pleas Court of Warren County, Ohio.

7.3 Conflicting Terms. These Terms and Conditions may be modified only by a writing signed by LOCUTION and Customer. If there is a conflict between the terms set forth herein and any purchase order or other document issued by Customer, the terms hereof shall govern and prevail.

Revised

Exhibit E: Milestone Payment Terms Used for Project

Milestones (invoiced as completed)

15% Delivery of Executable Communication Center Related Software (\$57,336)

15% Delivery of Executable Station Related Software (\$57,336)

15% Delivery of Audio Database (\$57,337)

25% Training Completed (95,561)

15% Go-Live (or Productive Use) (\$57,337)

15% Systems Acceptance (\$57,337)

100% of contract excluding hardware and services (total of above = **\$382,244**)

Hardware and Services (invoiced as delivered)

Hardware: **\$4,498** total

Services including installation: **\$34,754** total

\$382,244 (Milestones)

\$4,498 (Hardware)

\$34,754 (Services w/ Install)

\$421,496 (Total Contract)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LOCUTION SYSTEMS, INC.

By: _____

Name: Glenn Neal

Title: President, Locution System, Inc.

Warren County, Ohio

X _____

Tom Grossmann

President

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney

Resolution

Number 22-1837

Adopted Date December 06, 2022

ACKNOWLEDGE AND ACCEPT THE STATEMENT OF WORK FROM CHC WELLBEING FOR PROGRAM YEAR EFFECTIVE JANUARY 1, 2023

WHEREAS, pursuant to Resolution #20-1713 adopted December 1, 2020, it is the desire of the Warren County Board of County Commissioners to continue services with CHC Wellbeing to administer the employee biometric/health assessment program for plan year effective January 1, 2023; and

WHEREAS, this Board acknowledges and accepts the Statement of Work that outlines the program, cost and screenings dates commencing January 2023; and


NOW THEREFORE BE IT RESOLVED, to acknowledge and accept the Statement of Work from CHC Wellbeing for the administration of the employee biometric/health assessment program for plan year effective January 1, 2023, as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

HR/

cc c/a—CHC Wellbeing
Horan Associates
Tammy Whitaker, OMB
Benefits File



CHC Wellbeing Statement of Work

<u>Client Information</u>		<u>Billing Contact Information</u>	
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
<u>Wellbeing Program Eligibility</u>			
Total Employees	858	Total Expected Participation	645
Total Eligible to Participate	1,243	Total Participation Last Year	645
Funding Type	Self Funded	Insurance Carrier	
<u>Program Information</u>			
Program Type	EDUCATE	Program Start Date	12/1/2022
Package Price	\$108.00	Program End Date	11/30/2023
Minimum Required per Event	25	Incentive Description	PTO
Under Minimum Fee	\$108.00	Qualifying Question	No
Under Minimum Payor	Company	HRA Option	Standard HRA
Under Minimum Notes		Job Notes	Base package includes 37-panel, TSH Females 40+ and A1c for all. Onsite follow-up screenings at 1 location for 2 days & remotely July/August 2023 at \$77 per screening participant. Follow-up screening includes full 37-panel & reflex A1c.
Activity Tracker	Yes, w/o health data integration	Nutrition Tracker	Yes, w/o health data integration
Hydration Tracker	Yes	eLearning	No
Message Board	No	Mindfulness	Yes
		Sleep Tracker	Yes, w/o health data integration
		Financial Wellbeing	Yes
		Go Green	Yes
Travel Required	Yes	Bill Actual Travel	Yes
		Per Participant Travel Fee	\$0.00
Travel Fee Notes: \$4,120 Cap on Travel and Expense Cost for the annual screenings in January. \$2,575 Cap on Travel and Expense Cost for the recheck screenings in July.			
Remote	Yes	New Hire Remote	No
Remote End Date	5/31/2023	Remote Only	No
		New Hire Remote End Date	10/31/2023
Physician Screening Form	Yes	Physician Screening Price	\$27.00
Physician Screening End Date	10/31/2023	Physician Screening Payor	Company
LIAE	No	LIAE Only	

RECEIVED ONE 2000



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							

Additional Services			
Onsite HWW Measurements		Height	No
	\$	Weight	No
		Waist	No
Walking Program: No	Start Date	Price	\$
	End Date	Billing Option	
	Eligible Population		
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 Jeff. Please send one invoice in February upon completion of the January onsite screenings and any completed remotes through 1/31/23. Send a second invoice in June upon completion of the remote 5/31/23 deadline. Send third invoice after 7/31/23 follow-up deadline. Send a final invoice in November upon completion of the new hire remote screening deadline of 10/31/23.		



Location Name: 416 East Street Building

Location Information	Screening Information
<p>Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036</p> <p>Location Contact Name: Arlene Byrd Location Contact Phone: 513-205-8761</p> <p>Location Expected Participation: 45 Location Previous Year Participation: 45</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, 1/10/2023 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: 2nd Floor Conference Room 221B Arrival Time: 06:00 AM Eastern</p> <p>Flu Shots: No Privacy Screens or Partitions: Yes</p> <p>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 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: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036</p> <p>Location Contact Name: Arlene Byrd Location Contact Phone: 513-205-8761</p> <p>Location Expected Participation: 25 Location Previous Year Participation: 24</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: Friday, 1/20/2023 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: 2nd Floor Conference Room 221B Arrival Time: 06:00 AM Eastern</p> <p>Flu Shots: No Privacy Screens or Partitions: Yes</p> <p>Bilingual Staff Needed: No 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 name and draw date on the form and give to the employee.

Location Name: 520 Justice

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Melissa Bour Location Contact Phone: 513-695-1772 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: Tuesday, 1/10/2023 Screening Time: 07:00 AM Eastern Screening Length: 10.0 hours Screening Room Location: EOC 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: 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.

Location Name: 520 Justice

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036	Screening Start Date: Friday, 1/13/2023 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern



Location Contact Name: Melissa Bour
 Location Contact Phone: 513-695-1772
 Location Expected Participation: 40
 Location Previous Year Participation: 40

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: 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.

Location Name: 520 Justice

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036	Screening Start Date: Tuesday, 1/17/2023 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern
Location Contact Name: Melissa Bour Location Contact Phone: 513-695-1772 Location Expected Participation: 31 Location Previous Year Participation: 31	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: 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.

Location Name: Administration Building

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Faith Stone Location Contact Phone: 513-695-1559 Location Expected Participation: 75 Location Previous Year Participation: 75 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/11/2023 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 Dr (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) 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 name and draw date on the form and give to the employee.

Location Name: Administration Building

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036	Screening Start Date: Thursday, 1/12/2023 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: Faith Stone
 Location Contact Phone: 513-695-1559
 Location Expected Participation: 46
 Location Previous Year Participation: 46
 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

Screening Notes: Admin will be at 406 Justice Dr (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) 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 name and draw date on the form and give to the employee.

Location Name: Administration Building

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Faith Stone Location Contact Phone: 513-695-1559 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	Screening Start Date: Wednesday, 1/18/2023 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 Dr (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) 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 name and draw date on the form and give to the employee.	

Location Name: Administration Building

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 406 Justice Drive	Screening Start Date: Friday, 1/20/2023 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B



<p>City, State, Zip: Lebanon, OH 45036</p> <p>Location Contact Name: Faith Stone</p> <p>Location Contact Phone: 513-695-1559</p> <p>Location Expected Participation: 49</p> <p>Location Previous Year Participation: 49</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>
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Screening Notes: Admin will be at 406 Justice Dr (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) 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 name and draw date on the form and give to the employee.

Location Name: Common Pleas

Location Information	Screening Information
<p>Screening Contact: Faith Stone</p> <p>Phone Number: 513-695-1559</p> <p>email: faith.stone@co.warren.oh.us</p> <p>Address: 500 Justice Drive</p> <p>City, State, Zip: Lebanon, OH 45036</p> <p>Location Contact Name: Chris Rambow</p> <p>Location Contact Phone: 513-695-2356</p> <p>Location Expected Participation: 25</p> <p>Location Previous Year Participation: 0</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, 1/17/2023</p> <p>Screening Time: 07:30 AM Eastern</p> <p>Screening Length: 3.5 hours</p> <p>Screening Room Location: OGJ Room</p> <p>Arrival Time: 06:30 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: Back Up contact is Betty Ziegler Ph#513-695-2880</p>	



Location Name: Engineer's Office

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 105 Markey Road City, State, Zip: Lebanon, OH 45036 Location Contact Name: Mary Sturgis Location Contact Phone: 513-695-3303 Location Expected Participation: 38 Location Previous Year Participation: 38 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Friday, 1/20/2023 Screening Time: 08:00 AM Eastern Screening Length: 4.0 hours Screening Room Location: Basement Conference Room Arrival Time: 07:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
<p>Screening Notes: Mary Sturgis plans to be at Markey Rd office at 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. Mary will have it open for them. 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.</p>	

Location Name: Juvenile & Probate Court

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 900 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Tony Miller Location Contact Phone: 513-695-2417 Location Expected Participation: 40 Location Previous Year Participation: 40 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/18/2023 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Multipurpose Room (court section of the building) 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 name and draw date on the form and give to the employee.

Location Name: Juvenile & Probate Court

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 900 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Tony Miller Location Contact Phone: 513-695-2417 Location Expected Participation: 28 Location Previous Year Participation: 28 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Thursday, 1/19/2023 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Multipurpose Room (court section of the building) 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 name and draw date on the form and give to the employee.

Location Name: Sheriff's Office

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036	Screening Start Date: Tuesday, 1/17/2023 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training Room Arrival Time: 06:00 AM Eastern



Location Contact Name: Lavina Hayes Location Contact Phone: 513-695-1607 Location Expected Participation: 39 Location Previous Year Participation: 39 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
Screening Notes: Lavina's Cell Phone Number is 513-519-6377. Park in front lot by flag pole. 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 name and draw date on the form and give to the employee.	

Location Name: Sheriff's Office

Location Information	Screening Information
Screening Contact: Faith Stone Phone Number: 513-695-1559 email: faith.stone@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Lavina Hayes Location Contact Phone: 513-695-1607 Location Expected Participation: 62 Location Previous Year Participation: 62 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/18/2023 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training 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: Lavina's Cell Phone Number is 513-519-6377. Park in front lot by flag pole. 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 name and draw date on the form and give to the employee.	

HEALTH & WELLNESS PRICING																	
Participant Group 1			Participants: Benefit Eligible Employee Spouse of Benefit Eligible Employee														
Tests	Included		TSH	PSA	Nicotine	Reflex Nicotine	Hemoglobin A1C	Cardio C	Homocysteine	Blood Type	Vitamin D	Testosterone	B12 Folate	H Pylori	Gluten Allergy	NMR	Antibody (IgG)
	Health & Wellness	H & W + Reflex A1C															
Client Paid	\$108		\$0				\$0										
Insurance Paid (PPO - Included)																	
Insurance Paid (PPO - By Request)																	
Participant Paid				\$39				\$39	\$54	\$25	\$40	\$42	\$42	\$41	\$29	\$99	\$105
Tests Not Available:					✓	✓											
Payor Company: [REDACTED]			Plan: 108/00 Company Surcharge: \$0.00 Solution type: DUCAT					Make Insurance/VA/NO PSA Age Cut off									
Co-pay Amount: \$0.00			Co-pay Payor: VA					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 \$108 per screening per participant which includes TSH, Female 40-44 A1C for all. Additional tests participant paid. Follow up screenings will be billed at \$77 per screening participant for the 37 panel and reflex A1C test.									

HEALTH & WELLNESS PRICING																	
Participant Group 2			Participants: Benefit Eligible Employee / Spouse of Benefit Eligible Employee														
Tests	Included		TSH	PSA	Nicotine	Reflex Nicotine	Hemoglobin A1C	Cardia C	Homocysteine	Blood Type	Vitamin D	Testosterone	B12 Folate	H Pylori	Gluten Allergy	NMR	Antibody (IgG)
	Health & Wellness	H & W + Reflex A1C															
Client Paid		\$77															
Insurance Paid (PPO - Included)																	
Insurance Paid (PPO - By Request)																	
Participant Paid																	
Tests Not Available			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Payor/Company			Price: \$77.00						Make Insurance (Y/N) No								
Co-pay Amount: \$0.00			Company Surcharge: \$0.00						PSA: Auto/Off								
Co-pay/Payor: N/A			Solution Type: HDUGA II														
Notes: Full 30-day (6 months) check with reflex A1C. \$77.00 upon travel costs.																	



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

CHC Wellbeing, Inc.

By: [Signature]
Client Signature

By: [Signature]

Name: Tom Grossmann
Printed Name

Name: Joan Knauss-Harwell

Title: President
Title

Title: Managing Director

Date: 12-6-22

Date: 11/29/2022

Resolution

Number 22-1838

Adopted Date December 06, 2022

APPROVE AMENDMENT #3 TO THE WARREN COUNTY AGREEMENT WITH UNIVERSAL TRANSPORTATION SYSTEMS, LLC AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into an agreement with Universal Transportation System, LLC through Resolution #20-1634, for the operation of Warren County Transit Service; and

WHEREAS, the County desires to amend the contract to extend its duration and level of funding; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #3 with Universal Transportation System, LLC and authorize the President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: c/a – Universal Transportation Systems LLC
OGA (file)
Transit (file)

**AMENDMENT #3
TO CONTRACT FOR
TRANSPORTATION SERVICES**

Amendment to the contract dated November 17, 2020, Resolution #20-1634, for the operation of the Warren County Transit System (WCTS):

By and between the County:

Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

and the Service Provider:

Universal Transportation Systems LLC
DBA UTS
5284 Winton Road
Fairfield, OH 45014

Amend **SECTION 5. LEVEL OF FUNDING** to read as follows:

The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$981,000.00 for gross operations and administrative costs. The not to exceed amount may be exceeded with prior written approval of County. Service Provider shall not be required to provide service if no funding is available.

It is understood that funding provided to the Service Provider by the County is contingent upon a sufficient level of funding being available to the County through FTA and ODOT. Should, at any time, sufficient Federal and/or State funds not be available to the County for the operations of rural public transportation services, the County may suspend or terminate the Project and cancel this contract as stipulated in Section 28 **TERMINATION**. In the event the Agreement is terminated by County, Service Provider shall be paid for services provided through the date of termination.

Amend **SECTION 7. COMPENSATION** to read as follows:

The Service Provider shall submit properly documented invoices, not more than once a month based on vehicle hours of service. The vehicle hourly rate shall be \$32.96, not to exceed 29,766 vehicle hours. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. Service Provider may cease to provide services under this Agreement should County fail to compensate Service Provider for services rendered. The provisions of the preceding paragraph shall apply to compensation owed to Service Provider.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

PAYMENT TERMS. County shall pay Service Provider within 30 days of receipt of Service Provider's invoice.

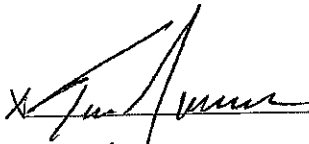
DISPUTED INVOICES. In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Service Provider's invoice.

DISPUTE RESOLUTION. Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 (below).

This Amendment agreed to by:

Warren County Board of Commissioners

Universal Transportation Systems LLC

X  _____

Date 12-6-22

 _____

Date 11/14/2022

Approved as to form:

 _____

Adam Nice

Assistant County Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1839

Adopted Date December 06, 2022

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH ENVIRONMENTAL EDUCATORS, INC. RELATIVE TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S SOURCE WATER PROTECTION PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Professional Service Agreement with Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, relative to the Warren County Water and Sewer Department's Source Water Protection Program, copy of said agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: C/A—Environmental Educators, Inc, (Suzanne Geisler)
Solid Waste District (file)
Water/Sewer (file)

CONSULTANT AGREEMENT

by and between

ENVIRONMENTAL EDUCATORS, Inc.

and the

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Solid Waste Management District, 406 Justice Drive, Lebanon, OH 45036, herein after called the "Board" and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 hereinafter called the "Consultant".

WHEREAS, the Board, in keeping with the approved Solid Waste Plan desires to enter into an Agreement with the Consultant for said service; and

WHEREAS, Suzanne Geisler, "Consultant" does provide professional services in the area of educational programs for integrated solid waste management; and

NOW, therefore, be it agreed by and between the parties hereto as follows:

I. Scope of Service

1. Consultant agrees to perform the educational services for the District under the direction of the Warren County Solid Waste Management District's Director and the Warren County Office of Education County Superintendent's designee.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Solid Waste District Director.
3. The Consultant shall prepare written fact sheets, brochures and compose information to be displayed on the County's web site. This information shall address solid waste management for the residents and business located in Warren County.
4. The Consultant shall provide the District with an updated written schedule of presentations each Monday morning. In the event of cancellation or rescheduling during the current week, the Consultant will notify the District Director or their designee to update the schedule.
5. Subject matter and content of the presentations shall address solid waste management and shall be subject to review and approval of the District's Director.

II. Terms of Agreement

1. The Agreement shall commence January 1, 2023 and terminate December 31, 2023 or upon expenditure of available funds, or which ever occurs first.

III. Compensation

1. The Consultant shall be compensated in an amount not to exceed Ten thousand three hundred dollars (\$10,300.00) for work listed in the scope of services. Consultant shall invoice the District on a monthly basis for the hours worked. The hourly rate for the Consultant shall be fifty dollars and twenty-five cents (\$50.25) per hour. Consultant shall be responsible for travel to the locations of the presentations or activities.

IV. Responsibly of the Board

1. The District shall provide the Consultant with work space, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The District shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the District for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the District Director. The District Director, prior to the sessions, must authorize approval for the workshops or training seminars.
3. The District Director may authorize the Consultant to participate in any other activity that is related to solid waste management or education and will benefit the interests of the District.

V. Reporting

1. The Consultant shall work cooperatively with the Board, Warren County Solid Waste Management District Staff, and Office of Education and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

VI. Agreement Modification

1. This Agreement may be modified upon mutual and written consent of both parties.

VII. Termination of the Agreement

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Warren County Solid Waste District and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

VIII. Notices

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Board of County Commissioners
Clerk to the Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Board shall be mailed to:

Environmental Educators Inc.
Suzanne Geisler, CEO
10 Cherry Street
Springboro, OH 45066

IX. Hold Harmless/Indemnification

1. The Consultant will defend, indemnify, protect, and save the Board harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Consultant, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

X. Relationship of Parties

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

The parties expressly acknowledge and agree that with respect to any payments made to Consultant that the District's fiscal officer will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for its (and its employees) own income tax obligations including but not limited to being subject to Self-employment Tax, and the District shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or make contributions to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent Consultant, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by the District for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

Consultant shall also complete OPERS form PEDACKN [Independent Consultant Acknowledgment] attached hereto as Schedules 3 and return it with this Agreement to the District's Director. By execution of said OPERS form, Consultant acknowledges that the District has informed Consultant that the District has classified her as an independent Consultant and not a public employee for the services to be performed, and that no contributions to OPERS will be made on its behalf for such services. In the event Consultant timely requests a determination by OPERS, or OPERS, sua sponte, determines that Consultant is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the District may elect to terminate this Agreement and whereupon the terms and obligation herein shall be null and void.

XI. Agreement Expiration

1. This Agreement shall expire on December 31, 2023 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

XI. Execution

1. IN EXECUTION WHEREOF, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT
ENVIRONMENTAL EDUCATORS Inc.**

SIGNATURE: Suzanne Geisler

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: 11-29-22

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, in accordance with Resolution No. 22-1839, dated December 6, 2022

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 12-6-22

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice
By: Adam Nice, Assistant Prosecutor

**Warren County
Solid Waste Management District**

2023 Time Sheet

Month _____

Consultant Name _____

Date	Location of Service	Description of Service	Grade Level	Number of Presentations	Number of Participants	Hours

Total Hours _____
Cost per Hour _____
Total Cost _____

Consultant's Signature _____

Date _____

AFFIDAVIT OF NON-COLLUSION

State of Ohio, County of Warren

I, Suzanne Geisler, holding the title and position of CEO at the firm environmental educators, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

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

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

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

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

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

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

Suzanne Geisler AFFIANT

Subscribed and sworn to before me this 15 day of NOVEMBER 2022

Kathryn Hunker (Notary Public),

WARREN County.

My commission expires JUNE 16 2027



KATHRYN HUNKER
Notary Public, State of Ohio
My Commission Expires:
June 16, 2027

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1840

Adopted Date December 06, 2022

AUTHORIZE WARREN COUNTY ADMINISTRATOR, ON BEHALF OF THE COUNTY COMMISSIONERS, TO SIGN A GRANT AGREEMENT WITH THE OHIO EMERGENCY MANAGEMENT AGENCY RELATIVE TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

BE IT RESOLVED, to authorize the Warren County Administrator, on behalf of the County Commissioners, to sign the Grant Agreement, and corresponding Assurances, with the Ohio Emergency Management Agency relative to the Emergency Management Performance Grant (EMPG), as attached hereto and made a part hereof.

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

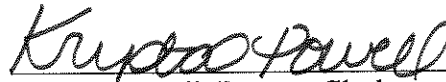
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Ohio Emergency Management Agency
Emergency Services (file)

**OHIO EMERGENCY MANAGEMENT AGENCY
GRANT AGREEMENT**

Subrecipient Grant Agreement #	Subrecipient Vendor ID #	Federal Pass-Thru #	AL #	State Fund #	State Grant #
22-82	52991	EMC-2021-EP-00007	97.042	3370	DPSFE267
FY2021 Emergency Management Performance Grant Program ARPA			Total Award		Performance Period
Warren County Emergency Management Agency			\$43,365.00	10/01/2020 – 12/31/2022	
Subrecipient Signatory Office/Address			Recipient Office/Address		
Name/Title	Tiffany Zindel, County Administrator		Name/Title	Sima S. Merick, Executive Director	
Agency	Warren County Emergency Management Agency		Agency	Ohio Emergency Management Agency	
Address1	520 Justice Drive		Address	2855 W. Dublin Granville Road	
City, Zip	Lebanon	OH 45036	City, Zip	Columbus	OH 43235-2206

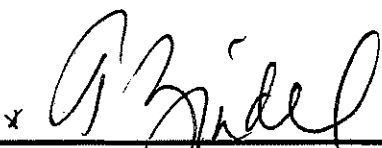
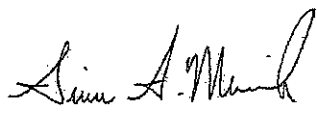
Grant Award Requirements

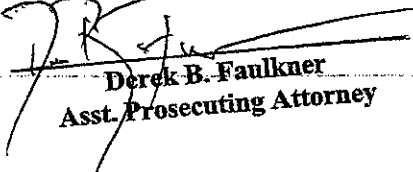
- The following forms must be filled out, signed and returned with original signature to the Ohio EMA Grants Branch, via mail within sixty (60) days after receipt of this Award:
 - Grant Agreement – (Insert Subrecipient Grant Manager and Fiscal Contact Information)
 - Assurances & Disclosure of Lobbying Agreement
- Signatory of this Agreement must have authority to obligate the Subrecipient.
- Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Notice of Award document has been returned to Ohio EMA.
- Subrecipient agrees to submit through revised Baseline Work Plan any significant revisions to their pre-approved budget, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision.
- Subrecipient will draw down funds through submission of a "Request for Cash" to include proof of cost and proof of payment documentation
- When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e. request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) or submission of pre-approved non-competitive procurement form.
- Subrecipient will submit the Ohio EMA non-competitive procurement form to Ohio EMA prior to making a "sole source" purchase for required pre-approval. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
- All procurements exceeding \$10,000 must be pre-approved by Ohio EMA prior to obligation of funds
- Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements.
- Subrecipient affirms that funds will be disbursed within ten (10) days of receipt.
- Subrecipient agrees that it cannot undertake any project having potential impact on Environmental and Historical Preservation (EHP) resources without the prior approval of DHS-FEMA. Subrecipient must comply with all conditions placed on a project as a result of the EHP review. A change in scope of work will require EHP re-evaluation.

- The EMPG Grant requires a **50% match**. Subrecipients may only provide up to 25% of their federal award with third party in-kind (soft match) contributions. Any in-kind match requires proper documentation.
- **Subrecipient is required to submit quarterly Requests for Cash via EM Grants. Requests for Cash are due until all funds are expended, de-obligated or until the period of performance ends.**
- Failure to demonstrate progress or report progress on a quarterly basis will result in de-obligation of grant funding.
- Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended.
 - Subrecipient shall use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in **2 CFR 200**, in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in **2 CFR 200**.
 - Subrecipient shall only use funds in accordance with the FY2020 EMPG Federal and State guidance and the rules, regulations and requirements contained within.
 - Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds.
 - Subrecipient shall not utilize federal funds as a match for this grant.
 - Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant - federal or otherwise.
 - Subrecipient agrees to update and finalize the Bi-annual Strategy Implementation Report (BSIR) within the time frames provided by and as directed by Ohio EMA.
 - Subrecipient agrees to submit a current Master Asset Listing along with a yearly inventory certification within 30 days after December 31 of each year for grant funded assets from the current and any previous awards.
 - Subrecipient shall submit policies and procedures annually as guided by the Ohio EMA Grants Branch.
 - Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, & shall specify the changes & justification.
- This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
- Authorized Program Expenditures include: Planning, Organization, Personnel, Equipment, Training, and Administration as outlined in the county's application and in accordance with FY2021 EMPG guidance.
- Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as SAA.
- Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any & all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA, Ohio Department of Public Safety, or U.S. Department of Homeland Security.
- This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective & valid under applicable law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
- Recipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
- In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that US DHS-FEMA or the State of Ohio determines that

funds are not appropriated or otherwise available to support continuation of this sub-grant, the sub-grant shall be canceled. A determination of unavailability of funds shall be final and conclusive.

- Recipient may request review any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
- Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during normal business hours for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
- Subrecipient is prohibited from transferring funds among direct cost categories, programs, functions, or activities without prior written approval from Ohio EMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget Ohio EMA last approved.
- Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
- Subrecipient shall provide such information as may be requested by U.S. DHS to ensure compliance with any applicable environmental laws and regulations.
- Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
- Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Ohio EMA and U.S. DHS.
- Per DHS special conditions of the FY2021 EMPG, the Subrecipient and Subrecipient's employees may not engage in trafficking of persons, procurement of commercial sex acts and/or use of forced labor in the performance of this award or during the duration that this award is in place.
- Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.
- Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
- Subrecipient agrees to reimburse Grantor for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this agreement.
- Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to sub-recipients actions under this Agreement

Subrecipient Signatory Official(s)	Date	Grantee Signatory Official	Date
			11/01/2022
Tiffany Zindel, County Administrator Warren County Emergency Management Agency		Sima S. Merick, Executive Director Ohio Emergency Management Agency, State Administrative Agency	

APPROVED AS TO FORM

Derek B. Faulkner
 Asst. Prosecuting Attorney



FY22 SUBRECIPIENT INFORMATION FORM

GRANTS BRANCH

(Return this form electronically in the format of this template to your Ohio EMA Grants Specialist)

General Information

Grant Program FY21 EMPG-ARPA
 Agency Warren County Department of Emergency Services
 Address 520 Justice Drive
 City Lebanon
 Zipcode 45036

Signatory Contact Details

Name Melissa Bour
 Title Director
 Email melissa.bour@wcoh.net
 Phone 513-695-1315

Grant Manager Contact Details

Name Sydney Renner
 Title LEPC / Grants Coordinator
 Email sydney.renner@wcoh.net
 Phone 513-695-1313

EM Grants Access Level Primary User

Grant Fiscal Contact Details

Name Melissa Abrams
 Title Office Manager
 Email melissa.abrams@wcoh.net
 Phone 513-695-1315

EM Grants Access Level Read Only

For the Grant Manager and Grant Fiscal Manager listed above and any additional users listed below needing EMGrants access; In addition to filling out the required information please go to the link below to complete the request for EMGrants access electronically:

[Register for an EMGrants Account](#)

EMGrants User

Name _____
 Title _____
 Email _____
 Phone _____
 EM Grants Access Level -- Select a Role --

EMGrants User

Name _____
 Title _____
 Email _____
 Phone _____
 EM Grants Access Level -- Select a Role --

Agency Information

Unique Entity Identifier (UEI)
 UEI Zipcode _____

Need assistance locating or requesting your Unique Entity ID (UEI)?
 Click on the link below provided by the Federal GSA:

[How can I view my Unique Entity ID?](#)

FFATA Information

Yes

A) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a UEI, belongs) receive:

(1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Yes

B) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a UEI, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

Interested in receiving Electronic Funds Transfers (EFTs) rather than a paper check for grant disbursements?
 In many cases this may mean you receive payment more quickly and there is no stress involved with the hardcopy check getting lost.
 Sign up now by clicking the link below and completing and submitting the form:

[EFT Payment Authorization Agreement](#)

Summary Sheet for Assurances and Certifications

Grant Year: FY2021

Grant Program: EMPG-ARPA

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I SF-424B, Assurances for Non-construction Programs
- Part II SF-424D, Assurances for Construction Programs
- Part III GG Lobbying Form, Certification Regarding Lobbying
- Part IV SF LLL, Disclosure of Lobbying Activities *(If applicable)*

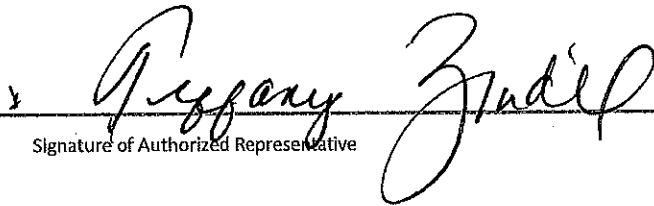
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Tiffany Zindel

County Administrator

Typed Name of Authorized Representative

Title



11/30/2022

Signature of Authorized Representative

Date Signed

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

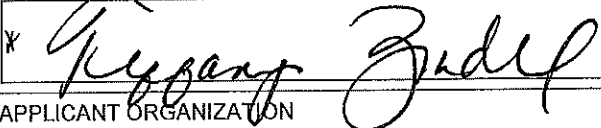
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
* 	County Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
Warren County Board of Commissioners	11/30/2022

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

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

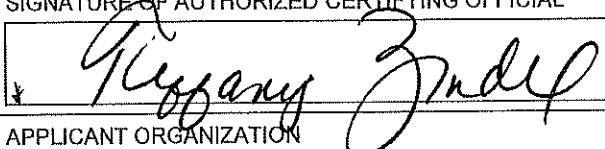
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	County Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
Warren County Board of Commissioners	11/30/2022

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

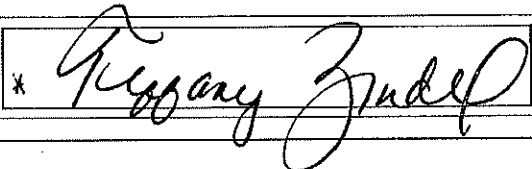
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Warren County Board of Commissioners	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: Tiffany Middle Name:
* Last Name: Zindel	Suffix:
* Title: County Administrator	
* SIGNATURE: * 	* DATE: 11/30/2022

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/>		
* Name: <input style="width: 100%;" type="text" value="Warren County Department of Emergency Services"/> * Street 1: <input style="width: 50%;" type="text" value="520 Justice Drive"/> Street 2: <input style="width: 50%;" type="text"/> * City: <input style="width: 30%;" type="text" value="Lebanon"/> State: <input style="width: 30%;" type="text" value="OH: Ohio"/> Zip: <input style="width: 15%;" type="text" value="45036"/> Congressional District, if known: <input style="width: 50%;" type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
* Name: <input style="width: 100%;" type="text" value="Ohio Emergency Management Agency"/> * Street 1: <input style="width: 50%;" type="text" value="2955 W. Dublin-Granville Road"/> Street 2: <input style="width: 50%;" type="text"/> * City: <input style="width: 30%;" type="text" value="Columbus"/> State: <input style="width: 30%;" type="text" value="OH: Ohio"/> Zip: <input style="width: 15%;" type="text" value="43235"/> Congressional District, if known: <input style="width: 50%;" type="text" value="OH-15"/>		
6. * Federal Department/Agency: <input style="width: 100%;" type="text" value="DHS/FEMA"/>	7. * Federal Program Name/Description: <input style="width: 100%;" type="text" value="Emergency Management Performance Grant"/> CFDA Number, if applicable: <input style="width: 150px;" type="text" value="97.042"/>	
8. Federal Action Number, if known: <input style="width: 100%;" type="text"/>	9. Award Amount, if known: \$ <input style="width: 150px;" type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix: <input style="width: 50px;" type="text"/> * First Name: <input style="width: 150px;" type="text" value="Tiffany"/> Middle Name: <input style="width: 150px;" type="text"/> * Last Name: <input style="width: 200px;" type="text" value="Zindel"/> Suffix: <input style="width: 50px;" type="text"/> * Street 1: <input style="width: 50%;" type="text" value="406 Justice Drive"/> Street 2: <input style="width: 50%;" type="text"/> * City: <input style="width: 30%;" type="text" value="Lebanon"/> State: <input style="width: 30%;" type="text" value="OH: Ohio"/> Zip: <input style="width: 15%;" type="text" value="45036"/>		
b. Individual Performing Services (Including address if different from No. 10a) Prefix: <input style="width: 50px;" type="text"/> * First Name: <input style="width: 150px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/> * Last Name: <input style="width: 200px;" type="text"/> Suffix: <input style="width: 50px;" type="text"/> * Street 1: <input style="width: 50%;" type="text"/> Street 2: <input style="width: 50%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 15%;" type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: * Name: Prefix: <input style="width: 50px;" type="text"/> * First Name: <input style="width: 150px;" type="text" value="Tiffany"/> Middle Name: <input style="width: 150px;" type="text"/> * Last Name: <input style="width: 200px;" type="text" value="Zindel"/> Suffix: <input style="width: 50px;" type="text"/>		
Title: <input style="width: 150px;" type="text" value="County Administrator"/> Telephone No.: <input style="width: 100px;" type="text" value="513-695-1241"/>		Date: <input style="width: 100px;" type="text" value="11/30/2022"/>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

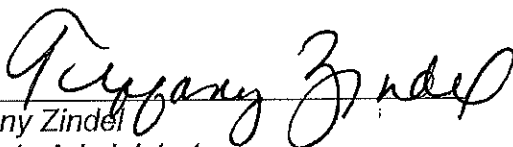
State of Ohio
Ohio Emergency Management Agency
NIMS Compliance Certification Statement

I, Tiffany Zindel, County Administrator of Warren County. I have reviewed Warren County Department of Emergency Services' application and supporting documentation to the Ohio Emergency Management Agency for NIMS implementation and compliance with NIMS objectives.

I hereby certify:

- (1) that the Warren County has sufficient legal authority provided by locality name's lawfully enacted or promulgated statutes, ordinances, or regulations to adopt the NIMS requirements;
- (2) that such statutes, ordinances, or regulations are in full force and effect on the date of this certification;
- (3) that the tasks necessary to implement NIMS requirements have been accomplished to the "good faith effort" standard within the locality name by all disciplines receiving direct benefit as a result of federal preparedness funding; and
- (4) that Warren County Department of Emergency Services has reviewed the specific tasks in the FEMA NIMS Implementation Objectives and completed the annual NIMS survey as provided by the Ohio EMA in its grant announcement.

To assist Ohio EMA's review of this application, additional evidence of compliance may be requested and reviewed by Ohio EMA and must be made available upon request. I understand failure to provide the information may result suspended or terminated funding.

* 
Tiffany Zindel
County Administrator
11/30/2022

Resolution

Number 22-1841

Adopted Date December 06, 2022

ENTER INTO AGREEMENT WITH THE CLARK COUNTY BOARD OF COMMISSIONERS, ON BEHALF OF CLARK COUNTY JUVENILE COURT, AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT, MARY HAVEN YOUTH CENTER DIVISION


BE IT RESOLVED, to approve the Contract between Clark County Juvenile Court and Mary Haven Youth Center to provide placement services from August 01, 2022 thru July 31, 2023. 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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Clark County
Juvenile (file)
Mary Haven Youth Center (file)
Clark County Juvenile Court

**Contract for Residential Treatment Services
Between
Warren County, Ohio and Clark County, Ohio**

This contract is entered into and effective as of the date last signed below, between by and between the Warren County Board of Commissioners on behalf of the Warren County Probate Juvenile Court, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Warren County") and the Clark County Board of Commissioners on behalf of the Clark County Juvenile Court, whose address is 3130 E. Main Street, Springfield, Ohio 45503 (hereinafter "Clark County").

Whereas, Clark County is in need of secure residential treatment services for male juvenile offenders; and

Whereas, Warren County has such a program, referred to as the Mary Haven Youth Center, and is willing to provide this service to Clark County...

Now, Therefore, the parties mutually agree as follows:

1. Contingent on available space, Warren County agrees to provide secured residential treatment including the Response Ability Pathways (RAP) program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.
2. Clark County will pay a per diem of **\$175.00** per bed or individual placed with Warren County.
3. The parties agree the initial term of said Agreement shall be from August 1, 2022 through July 31, 2023. The parties may extend this contract by executing written extensions at the end of the initial term. The parties further agree that the per diem shall be renegotiated and calculated before each annual extension.
4. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services. Warren County has the sole discretion to determine whether a child will be placed in the Mary Haven Youth Center.
5. Clark County agrees and acknowledges that medical and dental care are not provided by Warren County. Further, all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center. Clark County shall provide notice of this responsibility to the parent/guardian/custodian in advance of any placement with Warren County at the Mary Haven Youth Center.
6. Warren County shall prepare a monthly invoice for Clark County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Clark County in full within thirty (30) days from the date of the invoice. The failure of Clark County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to **Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio, 45036.**

7. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility in order to maintain placement. A refusal to participate in programs may result in a child being removed from the program. Reasonable advanced notice will be provided Clark County prior to any child being removed from the Mary Haven Youth Center.
8. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Clark County agrees to provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.
9. Either party may terminate this agreement for convenience by providing 15 days advanced written notice of the termination. Clark County shall pay in full for all services provided by Warren County prior to the effective date of the termination.
10. 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. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, the venue for any legal disputes arising under this Agreement shall be Warren County Common Pleas Court.
12. This Agreement shall not be modified or amended in any way unless it is done so in a written document executed by both parties.
13. The Parties agree that the terms recited herein are the entire Agreement.

In Execution Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

Clark County Board of Commissioners:

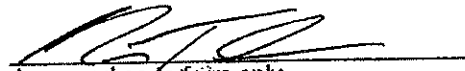


President County Administrator

11/28/22
Date

Jennifer M. Hutchinson
Printed Name

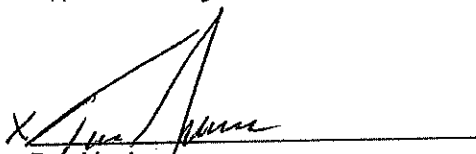
Resolution No. 2022-0875



Approved as to form only
Clark County Prosecutor's Office

11/23/2022
Date

Warren County Board of Commissioners:




President

12-6-22
Date

Tom Grossmann
Printed Name

Resolution No. 22-1841



Approved as to form only
Warren County Prosecutor's Office

8/15/22
Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1842

Adopted Date December 06, 2022

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to approve and authorize the President of the Board to sign a Subgrant Award Agreement, on behalf of the Greater Warren County Drug Task Force, for the Fiscal Year 2021 Recovery Ohio Law Enforcement Subgrant Number 2021-RO-ETF-R558, as attached hereto and made a part hereof, being funded through the Ohio Department of Public Safety, with the Ohio Office of Criminal Justice Services, as the duly authorized State Agency; and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, 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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

vp\

cc: c/a-Ohio Office of Criminal Justice Services
OGA
W.C. Drug Task Force (file)
OCJS
Auditor's Office-Brenda Quillen



Department of
Public Safety



Office of Criminal Justice Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Thomas J. Shekroth, Director
Nicole M. Dehner, Executive Director

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2021-RO-ETF-R558

Title: Greater Warren County Drug Task Force


In accordance with the Recovery Ohio Law Enforcement provisions of §373.20, of Am. Sub. H. B. No. 166 of the 133rd Ohio General Assembly, enacted July 18, 2019, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Greater Warren County Drug Task Force		
Award Periods:	04/01/2022 to 06/30/2023		
Closeout Deadline:	08/29/2023		
Award Amounts:	OCJS Funds:	\$96,776.99	100%
	Cash Match:	\$0.00	
	Inkind Match:	\$0.00	
	Project Total:	\$96,776.99	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.



Nicole M. Dehner, Executive Director
Ohio Office of Criminal Justice Services

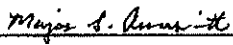
11/19/2022

Award Date

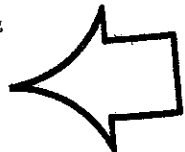
The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.


County Commissioner - President Date
Warren County Commissioners

 11/29/22

Major/Commander Date
Greater Warren County Drug Task Force



APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1843

Adopted Date December 06, 2022

ENTER INTO A COOPERATION AGREEMENT WITH THE FAMILY PROMISE OF WARREN COUNTY RELATIVE TO THE FY22 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to enter into a Cooperation Agreement with Family Promise of Warren County relative to the FY 2022 Community Development Block Grant Entitlement Program, 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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: c/a – Family Promise of Warren County
OGA (File)
Family Promise, FKA IHN

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 6 day of December, 2022, by and between the Family Promise of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 6 day of December, 2022 (hereinafter referred to as "FP"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 22-1843, adopted by its Board of County Commissioners on the 6 day of December, 2022 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the FP for calendar year 2022, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2022 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, FP has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

I. PERMISSION TO CARRY OUT PROJECT

FP grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, FP shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by FP throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$64,000.00 of their allocation from the FY 2022 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to FP by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) FP shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, FP and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by FP.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by FP;
- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent

change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by FP.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2022 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for FP.

V. CONTINUED OWNERSHIP AND MAINTENANCE

FP agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

FP agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. FP shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

FP shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII. PROJECT REPRESENTATIVES

The County and FP shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project

and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager
Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

Family Promise
of Warren County: Linda Raybolt
203 East Warren Street
Lebanon, OH 45036

IX. FAMILY PROMISE OF WARREN COUNTY PARTICIPATION

FP, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and FP, the County shall have final authority in project administration.

FP Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting FP's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful

review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of FP to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

X. OTHER LAWS AND REGULATIONS

Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, FP agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

FP hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of FP's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, FP and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS

Krystal Powell
Tina Osborne, Clerk
Krystal Powell

[Signature]

ATTEST:

FAMILY PROMISE OF WARREN COUNTY

Uinda A. Rakott

Shirley A. Prout - ED

Approved as to form:

[Signature]
Adam Nice, Assistant County Prosecutor

Resolution

Number 22-1844

Adopted Date December 06, 2022

ENTER INTO A COOPERATION AGREEMENT WITH SAFE ON MAIN, INC RELATIVE TO THE FY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to enter into a Cooperation Agreement with Safe on Main, Inc. relative to the FY 2022 Community Development Block Grant Entitlement Program, 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: c/a – Safe on Main
OGA (File)
Safe on Main, FKN ARCS

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 6 day of December, 2022, by and between Safe On Main, Inc, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 6 day of December, 2022 (hereinafter referred to as "SOM"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 22-1849, adopted by its Board of County Commissioners on the 6 day of December, 2022 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the SOM for calendar year 2022, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2022 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, SOM has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

I. PERMISSION TO CARRY OUT PROJECT

SOM grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, SOM shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by SOM throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$36,00.00 of their allocation from the FY 2022 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to SOM by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) SOM shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, SOM and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by SOM.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by SOM;
- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent

change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by SOM.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2022 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for SOM.

V. CONTINUED OWNERSHIP AND MAINTENANCE

SOM agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

SOM agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. SOM shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

SOM shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII. PROJECT REPRESENTATIVES

The County and SOM shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project

and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager
Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036

Safe on Main, Inc. Jane Conn
420 East Main Street
Lebanon, OH 45036

IX. SOM OF WARREN COUNTY PARTICIPATION

SOM, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and SOM, the County shall have final authority in project administration.

SOM Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting SOM's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of SOM to implement in a timely

manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

X. OTHER LAWS AND REGULATIONS


Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, SOM agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

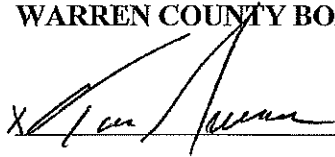
SOM hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of SOM's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, SOM and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

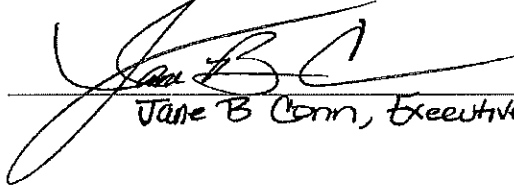
WARREN COUNTY BOARD OF COMMISSIONERS


Krystal Powell
Tina Osborne, Clerk



ATTEST:

SAFE ON MAIN, INC


Jane B Conn, Executive Director

Approved as to form:


Adam Nice, Assistant County Prosecutor

Resolution

Number 22-1845

Adopted Date December 06, 2022

TEMPORARILY TERMINATE BI-MONTHLY SEWER BILLING TO 183 FROST STREET,
HARVEYSBURG, OH 45032

WHEREAS, sanitary sewer service is provided to the property at 183 Frost Street, Harveysburg, Ohio; and

WHEREAS, the property has been torn down and there are currently no structures on the property; and

WHEREAS, sewer user charges for this account are billed on a flat rate basis; and

WHEREAS, the Warren County Water and Sewer Department has recommended that sewer charges be temporarily terminated until occupancy is re-established; and

NOW THEREFORE BE IT RESOLVED:

1. That the bi-monthly sewer charges for the property at 183 Frost Street shall be temporarily discontinued and bi-monthly charges shall not be issued until such time as occupancy is re-established.
2. If occupancy of the property is re-established without prior notification of the Warren County Water and Sewer Department to re-initiate bi-monthly sewer user charges, the property owner shall be responsible for all bi-monthly charges waived by this action.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

mbz

cc: Water/Sewer (file)
Account #0901571

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1846

Adopted Date December 06, 2022

ACKNOWLEDGE RECEIPT OF NOVEMBER 2022 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the November 2022 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. Young. Upon call of the roll, the following vote resulted:

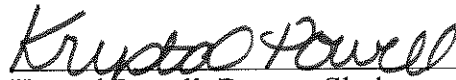
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2022 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	79,741,771.15	7,096,332.69	6,253,678.80	80,584,425.04	779,683.16	81,364,108.20
2201	SENIOR CITIZENS SERVICE LEVY	7,876,476.37	0.00	450,597.35	7,425,879.02	0.00	7,425,879.02
2202	MOTOR VEHICLE	8,723,906.51	1,113,174.40	570,665.81	9,266,415.10	184,426.66	9,450,841.76
2203	HUMAN SERVICES	851,651.71	272,942.03	368,783.21	755,810.53	18,227.25	774,037.78
2204	COVID19 EMERGENCY RENTAL ASSIS	4,585,011.28	0.00	-4,658.58	4,589,669.86	3,922.00	4,593,591.86
2205	BOARD OF DEVELOPMENTAL DISABIL	36,769,782.72	420,113.69	1,089,126.15	36,100,770.26	171,169.30	36,271,939.56
2206	DOG AND KENNEL	742,624.56	5,080.09	87,057.47	660,647.18	356.00	661,003.18
2207	LAW LIBRARY RESOURCES FUND	96,361.51	30,210.84	4,608.32	121,964.03	0.00	121,964.03
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	835,463.72	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	10,028.67	10.91	1,096.30	8,943.28	1,096.30	10,039.58
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	22,018,186.33	0.00	348,582.60	21,669,603.73	4,879.00	21,674,482.73
2212	ONEOHIO OPIOID SETTLEMENT FUND	91,192.54	0.00	0.00	91,192.54	0.00	91,192.54
2215	VETERAN'S MEMORIAL	9,678.84	0.00	0.00	9,678.84	0.00	9,678.84
2216	RECORDER TECH FUND 317.321	303,202.79	7,635.50	30,071.14	280,767.15	208.50	280,975.65
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	649,359.35	0.00	35,467.50	613,891.85	12,476.50	626,368.35
2219	WIRELESS 911 GOVERNMENT ASSIST	430,141.71	20,108.24	14,861.69	435,388.26	0.00	435,388.26
2220	CP INDIGENT DRVR INTRLK/MONITG	10,371.10	63.16	0.00	10,434.26	0.00	10,434.26
2221	CC/MC INDIGENT DRIVER INTERLOC	117,979.49	1,023.08	0.00	119,002.57	0.00	119,002.57
2222	JUV INDIGENT DRIVER INTERLOCK	2,364.75	50.00	0.00	2,414.75	0.00	2,414.75
2223	PROBATE/JUVENILE SPECIAL PROJ	332,143.10	2,830.00	0.00	334,973.10	0.00	334,973.10
2224	COMMON PLEAS SPECIAL PROJECTS	192,040.66	6,881.50	2,450.00	196,472.16	150.00	196,622.16
2227	PROBATION SUPERVISION 2951.021	792,542.40	10,195.00	11,120.92	791,616.48	1,166.89	792,783.37
2228	MENTAL HEALTH GRANT	147,648.69	7,500.00	0.00	155,148.69	0.00	155,148.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	3,020,502.75	44,431.09	0.00	3,064,933.84	0.00	3,064,933.84
2231	CO LODGING ADD'L 1%	83,515.36	97,317.58	83,515.36	97,317.58	0.00	97,317.58

Financial Statement for 2022 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	250,597.68	291,952.44	250,597.68	291,952.44	0.00	291,952.44
2233	DOMESTIC SHELTER	16,947.67	3,701.33	0.00	20,649.00	0.00	20,649.00
2237	REAL ESTATE ASSESSMENT	5,020,330.50	25.00	48,780.50	4,971,575.00	427.38	4,972,002.38
2238	WORKFORCE INVESTMENT BOARD	332,987.47	0.00	192,140.11	140,847.36	44,224.26	185,071.62
2243	JUVENILE GRANTS	342,645.91	975.00	1,365.00	342,255.91	0.00	342,255.91
2245	CRIME VICTIM GRANT FUND	18,830.46	3,761.18	3,417.50	19,174.14	0.00	19,174.14
2246	JUVENILE INDIGENT DRIVER ALCOH	20,837.64	39.81	0.00	20,877.45	0.00	20,877.45
2247	FELONY DELINQUENT CARE/CUSTODY	786,181.00	0.00	102,294.25	683,886.75	1,708.49	685,595.24
2248	TAX CERTIFICATE ADMIN FUND	29,568.07	0.00	952.00	28,616.07	0.00	28,616.07
2249	DTAC-DELINQ TAX & ASSESS COLLE	718,663.49	7,726.43	16,851.47	709,538.45	520.00	710,058.45
2250	CERT OF TITLE ADMIN FUND	4,127,101.83	186,418.78	97,226.74	4,216,293.87	2,486.82	4,218,780.69
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	107,651.16	40,000.00	53,542.87	94,108.29	1,085.60	95,193.89
2255	MUNICIPAL VICTIM WITNESS FUND	67,460.63	0.00	5,464.55	61,996.08	0.00	61,996.08
2256	WARREN COUNTY SOLID WASTE DIST	1,148,341.94	8,397.23	11,108.23	1,145,630.94	264.00	1,145,894.94
2257	OHIO PEACE OFFICER TRAINING	125,354.32	0.00	0.00	125,354.32	0.00	125,354.32
2258	WORKFORCE INVESTMENT ACT FUND	55,424.60	123,988.75	79,534.09	99,879.26	8,574.56	108,453.82
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	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	819,986.09	38,221.78	25,077.25	833,130.62	2,310.00	835,440.62
2263	CHILD SUPPORT ENFORCEMENT	1,407,723.51	471,398.26	215,684.99	1,663,436.78	1,400.67	1,664,837.45
2264	EMERGENCY MANAGEMENT AGENCY	291,947.67	4,229.50	19,017.83	277,159.34	7.62	277,166.96
2265	COMMUNITY DEVELOPMENT	483,921.05	15,000.00	34,872.46	464,048.59	72.19	464,120.78
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	261,745.35	1,460.00	0.00	263,205.35	0.00	263,205.35
2269	INDIGENT DRIVER ALCOHOL TREATM	730,275.37	7,864.30	0.00	738,139.67	0.00	738,139.67
2270	JUVENILE TREATMENT CENTER	376,563.84	8,174.97	80,791.62	303,947.19	60.00	304,007.19
2271	DTAC-PROSECUTOR ORC 321.261	281,384.31	0.00	14,888.41	266,495.90	0.00	266,495.90
2272	CP INDIGENT DRVR ALC TREATMT	48,277.05	0.00	0.00	48,277.05	0.00	48,277.05
2273	CHILDREN SERVICES	9,913,498.54	297,837.18	613,345.24	9,597,990.48	239,159.04	9,837,149.52
2274	COUNTY COURT COMPUTR 1907.261A	81,484.76	1,064.00	0.00	82,548.76	0.00	82,548.76
2275	COUNTY CRT CLK COMP 1907.261B	58,190.62	3,308.00	0.00	61,498.62	0.00	61,498.62
2276	PROBATE COMPUTER 2101.162	97,945.63	645.00	0.00	98,590.63	0.00	98,590.63
2277	PROBATE CLERK COMPUTR 2101.162	274,271.01	2,150.00	0.00	276,421.01	0.00	276,421.01
2278	JUVENILE CLK COMPUTR 2151.541	43,569.83	1,020.00	0.00	44,589.83	0.00	44,589.83
2279	JUVENILE COMPUTER 2151.541	46,517.07	306.00	0.00	46,823.07	0.00	46,823.07
2280	COMMON PLEAS COMPUTER 2303.201	79,236.74	1,092.00	0.00	80,328.74	0.00	80,328.74
2281	DOMESTIC REL COMPUTER 2301.031	9,774.56	252.00	803.00	9,223.56	0.00	9,223.56
2282	CLERK COURTS COMPUTER 2303.201	160,601.10	4,229.00	136,013.00	28,817.10	0.00	28,817.10
2283	COUNTY CT SPEC PROJ 1907.24B1	2,059,143.57	23,459.49	5,702.30	2,076,900.76	70.34	2,076,971.10
2284	COGNITIVE INTERVENTION PROGRAM	413,668.18	7,305.72	2,109.05	418,864.85	1,085.55	419,950.40
2285	CONCEALED HANDGUN LICENSE	807,041.56	4,137.50	5,327.70	805,851.36	185.98	806,037.34
2286	SHERIFF-DRUG LAW ENFORCEMENT	6,503.89	200.00	410.45	6,293.44	2,630.22	8,923.66
2287	SHERIFF-LAW ENFORCEMENT TRUST	308,600.96	3,016.81	2,146.51	309,471.26	2,146.51	311,617.77
2288	COMM BASED CORRECTIONS DONATIO	1,409.92	0.00	0.00	1,409.92	0.00	1,409.92
2289	COMMUNITY BASED CORRECTIONS	436,858.36	0.00	80,686.39	356,171.97	781.25	356,953.22
2290	HAZ MAT EMERG PLAN SPEC FUND	4.48	0.00	0.00	4.48	0.00	4.48
2291	SHERIFF-D.A.R.E. PROGRAM	1,436.14	0.00	0.00	1,436.14	0.00	1,436.14
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	15,082.00	0.00	0.00	15,082.00	0.00	15,082.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	0.00	9,443.50	4,721.75	4,721.75	0.00	4,721.75
2295	TACTICAL RESPONSE UNIT	20,013.72	0.00	0.00	20,013.72	0.00	20,013.72
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	135,746.83	717.00	0.00	136,463.83	0.00	136,463.83
2298	REHAB INC FUNDS	80,123.46	0.00	0.00	80,123.46	0.00	80,123.46
2299	COUNTY TRANSIT	1,474,270.34	7,581.21	91,782.18	1,390,069.37	73,204.24	1,463,273.61
3327	BOND RETIREMENT SPECIAL ASSMT	159,595.73	0.00	112,133.85	47,461.88	112,133.85	159,595.73
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	912,126.88	-0.10	912,126.78	0.00	912,126.78	912,126.78
3384	TAX INCREMENT FINANCING - P&G	433,500.00	0.00	433,500.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,424,827.95	0.00	424,247.00	3,000,580.95	424,247.00	3,424,827.95
3395	JAIL BONDS 2019	5,050,950.00	0.00	5,050,950.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
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	1,444,392.04	1,415,654.99	2,704,638.15	155,408.88	3.00	155,411.88
4438	NB COLUMBIA/3C RIGHT TURN LN	151,604.38	121,691.00	0.00	273,295.38	0.00	273,295.38
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	17,550,000.00	0.00	2,000,000.00	15,550,000.00	0.00	15,550,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	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
4454	FIELDS-ERTEL RD IMPROV PROJ	652,142.52	0.00	0.00	652,142.52	0.00	652,142.52
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	4,075,400.19	0.00	161,899.14	3,913,501.05	66,720.05	3,980,221.10
4479	AIRPORT CONSTRUCTION	973,457.38	16,624.82	6,520.00	983,562.20	6,520.00	990,082.20
4484	P&G TIF ROAD CONSTRUCTION	114,215.38	0.00	0.00	114,215.38	0.00	114,215.38
4485	MIAMI VALLEY GAMING TIF	1,312,818.72	0.00	259,835.06	1,052,983.66	0.00	1,052,983.66
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,635,309.10	2,128,868.34	89,417.37	5,674,760.07	0.00	5,674,760.07
4493	REDEVELOPMENT TAX EQUIV FUND	328,692.80	0.00	0.00	328,692.80	0.00	328,692.80
4494	COURTS BUILDING	7,313,856.89	0.00	1,483.56	7,312,373.33	0.00	7,312,373.33
4495	JAIL CONSTRUCTION SALES TAX	7,830,275.45	1,201,962.19	1,291,693.25	7,740,544.39	1,279,673.63	9,020,218.02
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	1,293,404.62	8,668,154.13	0.00	8,668,154.13
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	26,976,996.67	1,309,800.83	1,316,509.47	26,970,288.03	270,626.63	27,240,914.66
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,430,417.19	2,643.85	450,188.23	1,982,872.81	414,652.00	2,397,524.81
5580	SEWER REVENUE	31,937,645.90	615,139.81	1,046,540.52	31,506,245.19	594,740.57	32,100,985.76
5581	SEWER IMPROV-WC VOCATIONAL SCH	274,417.36	6,064.40	0.00	280,481.76	0.00	280,481.76
5583	WATER CONST PROJECTS	4,250,877.77	68,520.36	1,472,892.86	2,846,505.27	374,190.22	3,220,695.49
5590	STORM WATER TIER 1	144,172.63	0.00	0.00	144,172.63	0.00	144,172.63
6619	VEHICLE MAINTENANCE ROTARY	119,362.40	65,514.84	45,678.27	139,198.97	23,260.26	162,459.23
6630	SHERIFF'S POLICING REVOLV FUND	1,250,735.51	0.00	405,787.01	844,948.50	0.00	844,948.50
6631	COMMUNICATIONS ROTARY	331,970.29	3,324.17	615.00	334,679.46	615.00	335,294.46
6632	HEALTH INSURANCE	3,451,643.95	1,062,595.47	1,136,959.93	3,377,279.49	97,240.06	3,474,519.55

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6636	WORKERS COMP SELF INSURANCE	1,669,631.50	0.00	22,285.85	1,647,345.65	4,837.02	1,652,182.67
6637	PROPERTY & CASUALTY INSURANCE	328,503.45	0.00	0.00	328,503.45	0.00	328,503.45
6650	GASOLINE ROTARY	212,709.75	90,216.48	89,229.23	213,697.00	3,282.54	216,979.54
7707	P.E.R.S. ROTARY	2,717.01	0.00	0.00	2,717.01	0.00	2,717.01
7708	TOWNSHIP FUND	0.00	455,194.05	455,194.05	0.00	0.00	0.00
7709	CORPORATION FUND	3,080.12	182,298.88	183,937.93	1,441.07	3,080.12	4,521.19
7713	WATER-SEWER ROTARY FUND	399,070.16	2,001,709.37	2,198,402.18	202,377.35	2,354.53	204,731.88
7714	PAYROLL ROTARY	255,076.59	3,494,996.75	2,723,509.51	1,026,563.83	100,495.05	1,127,058.88
7715	NON PARTICIPANT ROTARY	18,950.88	386.16	1,930.80	17,406.24	1,930.80	19,337.04
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	5,867,679.22	865,456.80	16,189.76	6,716,946.26	39,498.04	6,756,444.30
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	7,369.34	653.69	0.00	8,023.03	0.00	8,023.03
7720	LOCAL GOVERNMENT FUND	0.00	420,832.43	420,832.43	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	311.04	0.00	75.00	236.04	0.00	236.04
7723	GASOLINE TAX	0.00	506,823.04	506,823.04	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	671,003.13	0.00	544,551.37	126,451.76	0.00	126,451.76
7725	UNDIVIDED WIRELESS 911 GOV ASS	19,407.26	40,216.48	39,515.50	20,108.24	0.00	20,108.24
7726	MOTOR VEHICLE LICENSE TAX	0.00	933,266.33	933,266.33	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	48,100.84	7,790.02	46,104.12	9,786.74	69,721.01	79,507.75
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	19,668.82	786.00	0.00	20,454.82	0.00	20,454.82
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

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7741	LIFE INSURANCE	22,095.33	10,594.50	10,617.10	22,072.73	10,617.10	32,689.83
7742	LIBRARIES	0.00	486,080.35	486,080.35	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	1,918.67	1,440.67	1,898.45	1,460.89	1,898.45	3,359.34
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	432,073.90	391,434.67	381,409.71	442,098.86	0.00	442,098.86
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	39,537.00	6,360.00	0.00	45,897.00	0.00	45,897.00
7757	MERCY PASS THROUGH TO TID	0.00	1,208,195.15	0.00	1,208,195.15	0.00	1,208,195.15
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	239,441.20	239,441.20	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	28,604.83	1,406.40	532.40	29,478.83	0.00	29,478.83
7766	ESCROW ROTARY	845,477.35	0.00	0.00	845,477.35	0.00	845,477.35
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	40,477.82	4,062.88	0.00	44,540.70	0.00	44,540.70
7769	BANKRUPTCY POST PETITION CONDU	25,552.49	3,056.58	0.00	28,609.07	0.00	28,609.07
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	245.00	0.00	0.00	245.00	0.00	245.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	11,604.37	10,699.00	13,557.25	8,746.12	81.00	8,827.12
7776	UNDIVIDED EVIDENCE SHERIFF	15,938.34	0.00	0.00	15,938.34	0.00	15,938.34
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	407,167.61	209,900.00	354,500.00	262,567.61	243,946.07	506,513.68
7779	UNDIVIDED DRUG TASK FORCE SEIZ	102,683.83	0.00	14,639.83	88,044.00	3,500.00	91,544.00
7781	REFUNDABLE DEPOSITS	412,262.39	7,759.61	17,618.96	402,403.04	6,911.61	409,314.65
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

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	1,135.92	598.02	358.92	1,375.02	0.00	1,375.02
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	83,802.30	72,351.60	0.00	156,153.90	0.00	156,153.90
7795	UNDIVIDED INDIGENT FEES	0.00	1,200.01	960.01	240.00	0.00	240.00
7796	MUNICIPAL ORD VIOLATION INDIGE	14,259.45	1,593.00	3,343.75	12,508.70	687.50	13,196.20
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	9,128.97	9,128.97	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	576,059.40	139,025.69	25.06	715,060.03	10.00	715,070.03
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	10,042,900.23	153,705.02	507,318.25	9,689,287.00	2,887.25	9,692,174.25
9912	FOOD SERVICE	144,769.90	2,379.00	23,197.62	123,951.28	786.75	124,738.03
9915	PLUMBING BOND-HEALTH DEPT.	1,000.00	0.00	1,000.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	184,828.98	29,098.97	16,997.25	196,930.70	2,130.00	199,060.70
9925	SOIL & WATER CONSERVATION DIST	897,466.35	0.00	101,460.62	796,005.73	24,117.21	820,122.94
9928	REGIONAL PLANNING	477,421.08	21,628.00	36,824.93	462,224.15	929.99	463,154.14
9938	WARREN COUNTY PARK DISTRICT	1,156,598.07	114,713.75	51,957.27	1,219,354.55	1,216.23	1,220,570.78
9944	ARMCO PARK	495,370.46	40,120.62	72,710.24	462,780.84	10,761.39	473,542.23
9953	WATER SYSTEM FUND	49,800.81	2,585.00	4,610.25	47,775.56	252.00	48,027.56
9954	MENTAL HEALTH RECOVERY BOARD	16,835,948.40	443,411.13	911,829.62	16,367,529.91	385,479.96	16,753,009.87
9961	HEALTH GRANT FUND	743,180.05	93,143.58	22,278.78	814,044.85	0.00	814,044.85
9963	CAMPGROUNDS	1,595.20	0.00	0.00	1,595.20	0.00	1,595.20
9976	HEALTH - SWIMMING POOL FUND	160,922.83	0.00	3,049.93	157,872.90	0.00	157,872.90
9977	DRUG TASK FORCE COG	762,523.76	220.00	37,561.51	725,182.25	12,053.45	737,235.70

Financial Statement for 2022 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		387,438,818.84	31,441,363.79	44,559,276.13	374,320,906.50	7,126,863.25	381,447,769.75

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for November, 2022 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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

Resolution

Number 22-1847

Adopted Date December 06, 2022

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 11/29/22 and 12/2/22 as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor

Resolution

Number 22-1848

Adopted Date December 06, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR SF DUKE, LLC, DBA VINTAGE OAKS FOR COMPLETION OF IMPROVEMENTS IN VINTAGE OAKS SUBDIVISION SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	: 16-009 (P/S-M)
Development	: Vintage Oaks Subdivision
Developer	: SF Duke, LLC, dba Vintage Oaks
Township	: Deerfield
Amount	: \$147,935.88
Surety Company	: Old Fort Banking Co. (LOC# 10132405-2)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: SF Duke, LLC, dba Vintage Oaks, Attn: M. Gates, P.O. Box 957, Mason, OH 45040
Old Fort Banking Co., 8034 Main St., Old Fort, OH 44861
Engineer (file)
Bond Agreement file

Resolution

Number 22-1849

Adopted Date December 06, 2022

APPROVE VINTAGE OAKS DRIVE AND BIG OAK CIRCLE IN VINTAGE OAKS SUBDIVISION FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Vintage Oaks Drive and Big Oak Circle have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
0893-T	Vintage Oaks Drive	0'-29'-0'	0.058
0894-T	Big Oak Circle	0'-29'-0'	0.335

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Deerfield 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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

DEED REFERENCE

BLANKET IN SECTION 27, TOWN 4, RANGE 4, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 33 LOTS AND INCLUDING ALL OF RESERVE AREAS OF DEERFIELD TOWNSHIP NORTH, SECTION 4 RECORDED IN PLAT BOOK 41, PAGES 88 AND BEING THE SAME TRACT AS COMEVED TO BE DUNE LANE AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2016-03068, WARREN COUNTY, OHIO.

COVENANTS AND RESTRICTIONS

THE SITE IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VINTAGE OAKS SUBDIVISION RECORDED IN DOCUMENT NO. 2016-03068, WARREN COUNTY, OHIO RECORDERS OFFICE, AND ALL AMENDMENTS AND SUPPLEMENTS THERETO.

UTILITY EASEMENT

FOR VALUE OF CONSIDERATION, WE, THE UNDERSIGNED (FORWARDER), DO HEREBY PERMANENTLY GRANT TO DUNE ENERGY (CONVEYANCEE), AND THEIR PERMITTED SUCCESSORS AND AFFILIATE ENTITIES, THEIR RESPECTIVE SUCCESSORS OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES (SUCCESSORS) THEIR SUCCESSIONS AND AFFILIATE ENTITIES, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE VINTAGE OAKS SUBDIVISION PLAT AND DESIGNATED AS UTILITY EASEMENTS FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY UTILITIES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELEVISION, CABLE OR OTHER UTILITIES (UTILITIES OR FACILITIES). THE GRANTEE SHALL HAVE THE RIGHT OF ACCESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR UTILITY EASEMENTS THEREON. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE IMMEDIATELY ADJACENT THEREON. NO BUILDINGS OR OTHER STRUCTURES MAY BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES TO IMPAIR THE LAND SURFACES OR FACILITIES; (2) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (3) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUNE ENERGY (CONVEYANCEE), INC. AND ITS SUCCESSIONS, SUCCESSORS, AND ASSIGNEES IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN UNDERGROUND FACILITIES TO SERVE HOWEVAL LOTS AS CONVEYED BY THE ORIGINAL GRANTOR ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREED LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJACENT LOTS.

THE ABOVE EASEMENTS ARE ALSO PROVIDED FOR OTHER PUBLIC UTILITIES AS DESCRIBED AND SHALL BE USED FOR THE CONSTRUCTION OF STORM WATER DRAINS, OPEN CHANNELS, PUBLIC AND PRIVATE SEWER, FACILITIES FOR THE SUPPLY OF WATER, CABLE TELEVISION AND/OR ANY OTHER PUBLIC OR PRIVATE UTILITY OR FACILITIES, CONDUCTED, MAINTAINED OR PERFORMED BY ORDINARY METHODS BOTH ON AND ABOVE THE SURFACE OF THE GROUND TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS OVER AND ACROSS LOTS TO AND FROM SAID FACILITIES.

DEDICATION

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

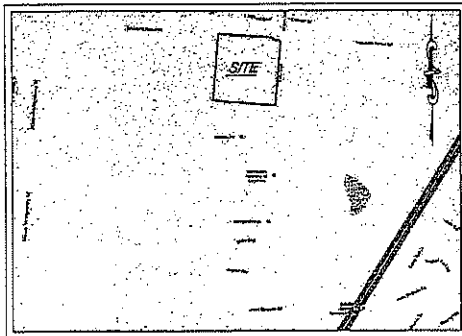
ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SEWERAGE AND PUBLIC UTILITIES FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THE EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR PROVISION OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OF SERVICE, STORMWATER DISPOSAL AND FOR THE PROVISION OF UTILITIES, TRAILING OR RECREATION AND ALL TYPES OF OTHER STRUCTURES WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SAID FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS NOR WITHIN THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES, TO IMPAIR THE LAND SURFACE OF SAID FACILITIES, TO IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUNE ENERGY, CONVEYANCEE, ALL THE WARREN COUNTY AND WARREN COUNTY, OHIO.

WITNESSE: OWNER: SF DUNE LLC dba VINTAGE OAKS
BY MICHAEL D. GATES
VICE MANAGING MEMBER

**RECORD PLAT
VINTAGE OAKS SUBDIVISION**

STRADDLED BY
SECTION 27, TOWN 4, RANGE 2
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO
AUGUST 2016



VICINITY MAP

NOT TO SCALE

COUNTY COMMISSIONERS

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 22ND DAY OF August 2016.

COMMISSIONER: [Signature]

WARREN COUNTY REGIONAL PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THE 14TH DAY OF August 2016.

[Signature]
EXECUTIVE DIRECTOR

COUNTY ENGINEER

I HEREBY APPROVE THIS PLAT ON THE 22ND DAY OF August 2016.

[Signature]
COUNTY ENGINEER

DEERFIELD TOWNSHIP ZONING INSPECTOR

I HEREBY APPROVE THIS PLAT ON THE 11TH DAY OF August 2016.

[Signature]
ZONING INSPECTOR

COUNTY SANITARY ENGINEER

I HEREBY APPROVE THIS PLAT ON THE 22ND DAY OF August 2016.

[Signature]
COUNTY SANITARY ENGINEER

COUNTY AUDITOR

TRANSFERRED ON THE 22ND DAY OF August 2016 AT 9:30 AM.

[Signature]
COUNTY AUDITOR

COUNTY RECORDER

FILE NO. 2016-03068
RECORDED ON THE 26TH DAY OF August 2016 AT 9:47 AM
RECORDED IN PLAT BOOK NO. 93 PAGE NO. 25, 26, 27

[Signature]
COUNTY RECORDER

DRAINAGE STATEMENT

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FUTURE 100 FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REALTY LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTER OF THE EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EASEMENTS, NO STRUCTURE, PAVEMENT, FENCE, CURB, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN ANY DRAINAGE EASEMENT, OR IMPAIR THE FLOW THROUGH THE DRAINAGE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, CATCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS OTHERWISE NOTED ON THIS PLAT. HOWEVER, WHEN THE PLATTED HIGHWAY AREA HAS BE PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREA AND, IN ACCORDANCE WITH SECTION 88A.06 OF THE OHIO REVENUE CODE, MAY REQUIRE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING A DRAINAGE WITHIN THE PUBLIC RIGHT-OF-WAY.

UNLESS THE INFORMATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE SCHEDULING FORD, THE DEVELOPER FOR THEIR AGENTS RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE CHANNELS WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSES OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF STUMP HAIRS AND CULVERTS FOR PRIVATE DRAINAGES. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BASED ON LOT CONTOUR AND LOTS, A STORM DRAIN OR PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THE PROPERTY OR ADJACENT PROPERTIES ARE INEXCESSIVELY IMPACTED, AND THE LOT OWNERS MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURAL, DETENTION/PRETENTION BASINS, AND SLUMP HAIRS.

SURVYORS NOTES:

- PRIOR DEED REF: DOC. NO. 2016-03068
- NORTH AND BEARING SYSTEM BASED ON OHIO STATE PLANE COORDINATES, EIGHTY (80) DEGREE.
- JOHN PINE WITH CURB WILL BE SET ON ALL LOT CORNERS.
- OCCUPATION GENERALLY MATCHES SURVEY.
- HO AND MEASUREMENTS ARE IN GOOD CONDITION, UNLESS OTHERWISE NOTED.
- DATA SOURCES INCLUDE DOCUMENTED EASEMENT.
- *- CONVEYS SET BY A-318 FROM P-40-C-P
- *- CONVEYS SET BY P-40-C-P

SURVYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

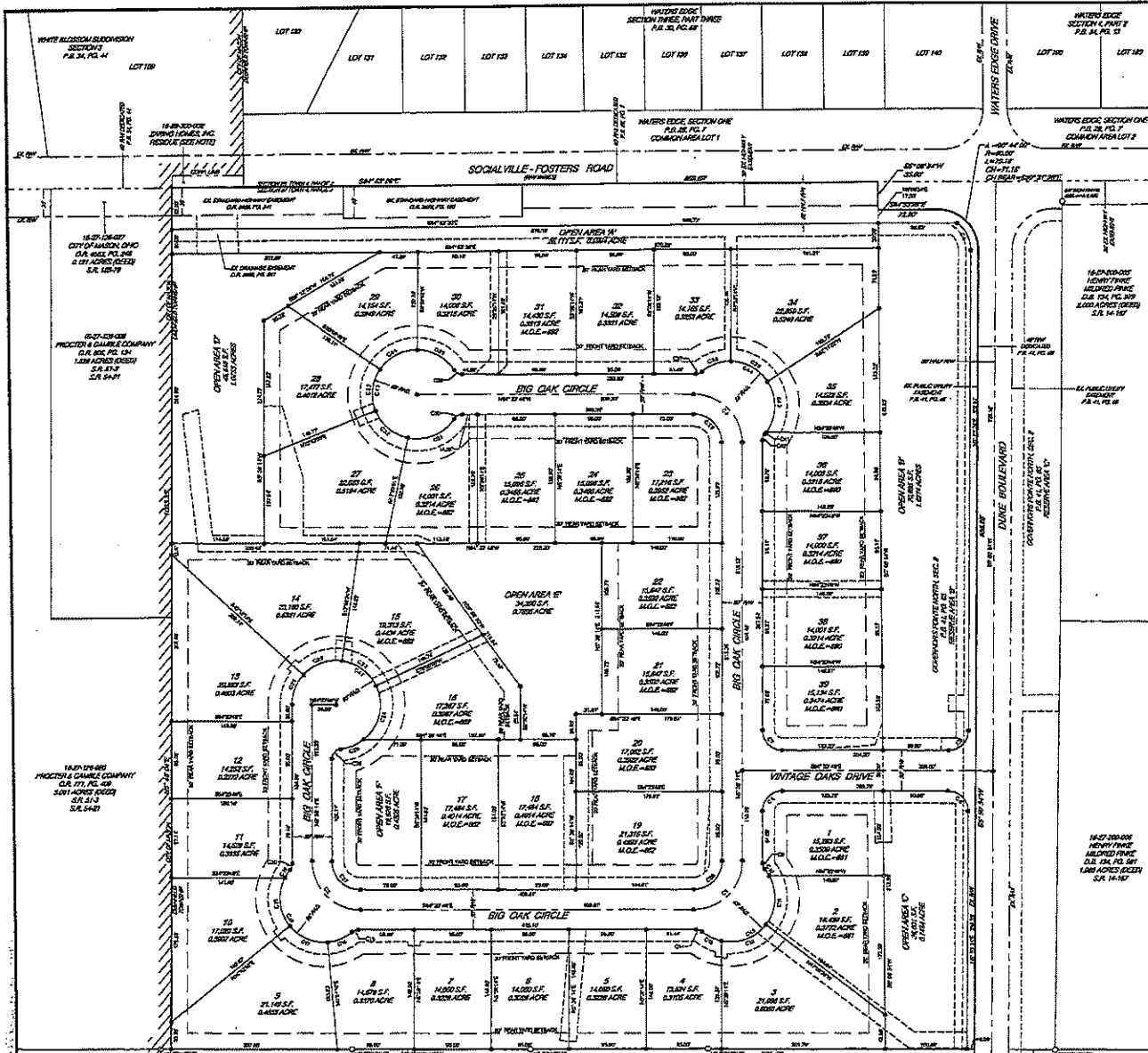
CT CONSULTANTS, INC.
[Signature]
DAVID HULSMAYER
REGISTERED PROFESSIONAL SURVEYOR



CT Consultants
engineers | architects | planners
1129 Federal Road, Columbus, Ohio 43260
Phone: 614.299.1700 Fax: 614.299.1701 www.ctconsultants.com

RECORD PLAT
VINTAGE OAKS SUBDIVISION

STATED BY:
SECTION 27, TOWN 4, RANGE 2
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO
AUGUST 2016



PARCEL CURVE TABLE			
NO.	AREA	PERCENT	BEARING
1	15.27	31.5	S 50.0° W 100.00'
2	15.27	31.5	S 50.0° W 100.00'
3	15.27	31.5	S 50.0° W 100.00'
4	15.27	31.5	S 50.0° W 100.00'
5	15.27	31.5	S 50.0° W 100.00'
6	15.27	31.5	S 50.0° W 100.00'
7	15.27	31.5	S 50.0° W 100.00'
8	15.27	31.5	S 50.0° W 100.00'
9	15.27	31.5	S 50.0° W 100.00'
10	15.27	31.5	S 50.0° W 100.00'
11	15.27	31.5	S 50.0° W 100.00'
12	15.27	31.5	S 50.0° W 100.00'
13	15.27	31.5	S 50.0° W 100.00'
14	15.27	31.5	S 50.0° W 100.00'
15	15.27	31.5	S 50.0° W 100.00'
16	15.27	31.5	S 50.0° W 100.00'
17	15.27	31.5	S 50.0° W 100.00'
18	15.27	31.5	S 50.0° W 100.00'
19	15.27	31.5	S 50.0° W 100.00'
20	15.27	31.5	S 50.0° W 100.00'
21	15.27	31.5	S 50.0° W 100.00'
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25	15.27	31.5	S 50.0° W 100.00'
26	15.27	31.5	S 50.0° W 100.00'
27	15.27	31.5	S 50.0° W 100.00'
28	15.27	31.5	S 50.0° W 100.00'
29	15.27	31.5	S 50.0° W 100.00'
30	15.27	31.5	S 50.0° W 100.00'
31	15.27	31.5	S 50.0° W 100.00'
32	15.27	31.5	S 50.0° W 100.00'
33	15.27	31.5	S 50.0° W 100.00'
34	15.27	31.5	S 50.0° W 100.00'

ACREAGE TABLE		
Old	New	(SIDWELL #S)
		16-27-300-001
16-27-300-001	16-27-300-001	
16-27-300-002	16-27-300-002	
16-27-300-003	16-27-300-003	
16-27-300-004	16-27-300-004	
16-27-300-005	16-27-300-005	
16-27-300-006	16-27-300-006	
16-27-300-007	16-27-300-007	
16-27-300-008	16-27-300-008	
16-27-300-009	16-27-300-009	
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16-27-300-098	16-27-300-098	
16-27-300-099	16-27-300-099	
16-27-300-100	16-27-300-100	

RESERVE AREA OF ACREAGE TABLE			
NO.	AREA	PERCENT	BEARING
1	15.27	31.5	S 50.0° W 100.00'
2	15.27	31.5	S 50.0° W 100.00'
3	15.27	31.5	S 50.0° W 100.00'
4	15.27	31.5	S 50.0° W 100.00'
5	15.27	31.5	S 50.0° W 100.00'
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29	15.27	31.5	S 50.0° W 100.00'
30	15.27	31.5	S 50.0° W 100.00'
31	15.27	31.5	S 50.0° W 100.00'
32	15.27	31.5	S 50.0° W 100.00'
33	15.27	31.5	S 50.0° W 100.00'
34	15.27	31.5	S 50.0° W 100.00'

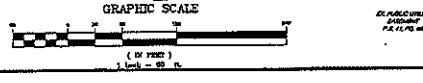
SURVEYOR'S NOTES:

- FRONT FEET NOT TO BE BOUNDARY
- NORTH AND SCALES GIVEN BASED ON OHIO STATE PLANE COORDINATES, SOUTH ZONE (NAD83) (FOOTING)
- IRON PINS WITH CAPS WILL BE SET ON ALL LOT CORNERS OCCASIONALLY NEARBY SURVEYS
- FOUND MONUMENTS ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- DATA SOURCES INCLUDE COORDINATES CITED HEREON.
- @ DENOTES SET BY 30' FROM PCH/USP
- @ DENOTES SET BY RAILROAD SPUR
- THE RESERVE PORTION OF PARCEL 16-27-300-001 PART OF THE 8.33 ACRES THAT COULD NOT BE DIVIDED INTO 1/4 ACRES IN O.R. 1966, P.G. 230 AND SUBSEQUENTLY SUBDIVIDED AS WHITE BLOSSOM - SEC. 28, T. 30, R. 16, E. 1.
- THE RESERVE WAS NOT INCLUDED IN THE SUBDIVISION AND WAS NOT DEDICATED AS PUBLIC RIGHT-OF-WAY, IT REMAINS IN THE NAME OF WHITE BLOSSOM, INC.

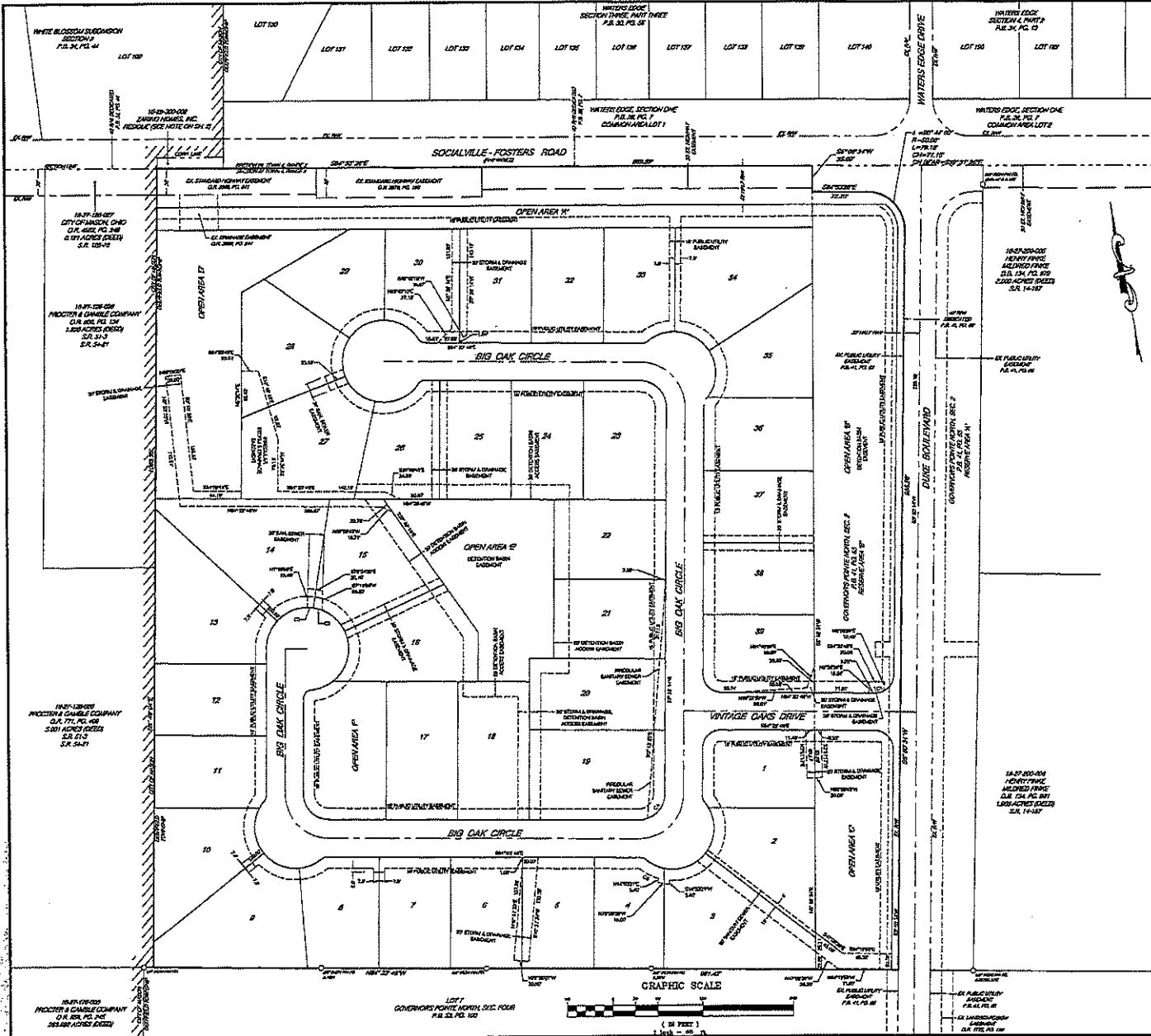
SCALE	1"=60'
DATE	08/18/2016
PROJECT	02/18/2016
FILE	GG-4

CT Consultants
engineers|architects|planners

AS	1-6789
DSH	
ISLU	
PHI	2 OF 3



RECORD PLAT
VINTAGE OAKS SUBDIVISION
 SUBDIVISION
 SECTION 27, TOWN 4, RANGE 2
 DEERFIELD TOWNSHIP
 WARREN COUNTY, OHIO
 AUGUST 2016



EASEMENT CURVE TABLE

CURVE #	R	ANGLE	LENGTH	CHORD BEARING	CHORD DISTANCE
01	50.00'	36.87°	11.27'	N89°13.13'W	11.30'
02	50.00'	52.23°	11.86'	N87°10.77'W	11.88'
03	50.00'	65.52°	12.86'	N84°10.77'W	12.88'
04	50.00'	78.02°	14.27'	N80°10.77'W	14.30'
05	50.00'	90.00°	16.00'	N76°10.77'W	16.00'

- NOTES:
1. BOUNDARY EASEMENTS TO BE PUBLIC AND DEDICATED TO WARREN COUNTY WATER AND SEWER.
 2. WATER MAINS TO BE PUBLIC AND DEDICATED TO WARREN COUNTY WATER AND SEWER.
 3. ALL STORM WATER MANAGEMENT FACILITIES LOCATED OUTSIDE PUBLIC ROAD RIGHTS OF WAY SHALL BE OWNED AND MAINTAINED BY THE PUBLIC HOMEOWNERS ASSOCIATION. STORM STRUCTURES IN RIGHT OF WAY ARE PUBLIC.
 4. STREETS TO BE PUBLIC LOCAL AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WARREN COUNTY ENGINEERS OFFICE.

EASEMENTS



SCALE	1"=50'	<p>CT Consultants engineers architects planners</p> <p>11235 Sandusky Drive, Suite 400 Parma, OH 44129 Phone: 330.347.1700 Fax: 330.347.1701 www.ctconsultants.com</p>	DATE	10/16/16
DRAWN	REDAWNED BY		DESIGNED BY	DH
PROJECT	09/17/2015		CHECKED BY	JSH
TITLE	REG.		APPROVED BY	AWT 3.0/3

First Reading: November 15, 2022
Second Reading: Dispensed

RESOLUTION 2022- 56

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON VINTAGE OAKS DRIVE, BIG OAK CIRCLE VINTAGE OAKS SUBDIVISION DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Vintage Oaks subdivision and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Vintage Oaks Drive and Big Oak Circle.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Vintage Oaks subdivision.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Vintage Oaks subdivision: Vintage Oaks Drive and Big Oak Circle.

SECTION 2. The speed limit on the following street in the Vintage Oaks subdivision, Deerfield Township, is hereby established at twenty-five (25) miles per hour: Vintage Oaks Drive and Big Oak Circle.

SECTION 3. The Trustees of Deerfield 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 Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

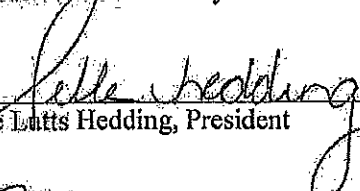
VOTE RECORD:

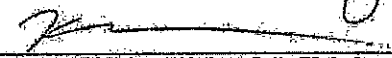
Mrs. Hedding Y

Ms. Malhotra Y

Mrs. Seitz Y

PASSED at the Meeting of the Board of Trustees this 15th day of November 2022.



Lettie Lotts Hedding, President


Kristin Malhotra, Vice President

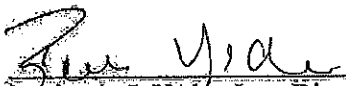

Julie Seitz, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, on this 15th day of November 2022.


Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM


Benjamin J. Yoder, Law Director

Resolution

Number 22-1850

Adopted Date December 06, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH CFPN OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN C5 ENCORE LOGISTICS CENTER, SECTION ONE SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	: 22-021(P/S)
Development	: C5 Encore Logistics Center, Section One
Developer	: CFPN Ohio, LLC
Township	: Turtlecreek
Amount	: \$1,823,339.83
Surety Company	: Liberty Mutual Insurance Company (016237619)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.
Bond No. 016237619
W.G. BOND NO. 22-021 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between CFPN Ohio, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and LIBERTY MUTUAL INSURANCE COMPANY (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in C5 Encore Logistics Center Subdivision, Section/Phase One (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 \$2,974,197.93, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$1,402,569.10; 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 \$1,823,339.83 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 3 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 \$594,839.59 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:

CFPN Ohio, LLC

1230 Peachtree Street NE, Suite 3560

Atlanta, Georgia 30309

Ph. (859) 287 - 3707

D. To the Surety:

LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley Street

Boston, MA 02116

Ph. (610) 832 - 8240

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

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

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

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

_____ **Original Escrow Letter (attached)**

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

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

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

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

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

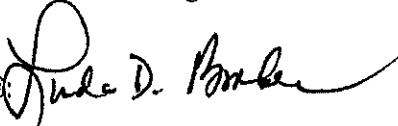
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

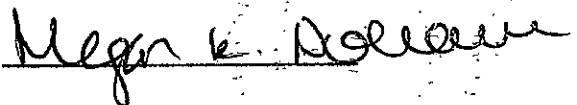
DEVELOPER:

SURETY:

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Linda D. Booker
Secretary & Chief Financial Officer

PRINTED NAME: Megan K. Douaire

TITLE: _____

TITLE: Attorney-in-Fact

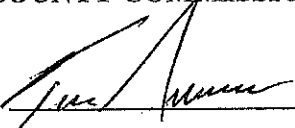
DATE: 11-29-22

DATE: 11/29/2022

[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 22-1850, dated December 6, 2022.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

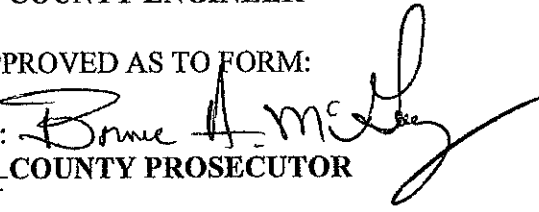
TITLE: President

DATE: 12-10-22

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207208-016072

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin A. Stahl, Elizabeth K. Sterling, Megan K. Douaire

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of November, 2022.



By: Renee C. Lewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



TURTLECREEK TOWNSHIP
670 N. STATE ROUTE 123
LEBANON, OHIO 45036-9512
PHONE: (513) 932-4902
FAX: (513) 932-3654

AGREEMENT FOR SNOW AND ICE REMOVAL FOR UNACCEPTED STREETS

I. PARTIES

The parties to this agreement are the Board of Trustees of Turtlecreek Township (Township) and
CFPN Ohio, LLC (the Developer) the Developer of
C5 Encore Logistics Center Subdivision (the Subdivision).

II. PURPOSE

The purpose of this agreement is to make provision for the removal of snow and ice from the streets, as are shown upon the recorded plat of the Subdivision, prior to the time of the acceptance of such streets by the Township as a part of the road system if the Developer, for whatever reason, does not remove said snow and ice in a timely manner. This agreement meets the specifications/requirements of the Warren County Commissioners and the Warren County Regional Planning Commission.

III. AUTHORIZATION

The Developer does hereby grant permission to the Township, as may be appropriate, to enter into the Subdivision as may be necessary to perform such snow and ice removal upon all streets shown on the plat of such subdivision and dedicated as public streets.

IV. REIMBURSEMENT OF COST OF SNOW AND ICE REMOVAL

The Township performing snow and ice removal from the aforesaid streets shall invoice the developer for the actual cost of such snow and ice removal. The Developer shall pay such invoice within thirty days of the date of the same by check made payable to the invoicing township. The Developer may not assign this reimbursement responsibility to a third party.

As used herein, "actual cost" means the cost incurred due to the use of employees, materials or equipment. Costs incurred due to the use of employees shall include wages, fringe benefits and employer OPERS contributions. Costs incurred due to the use of materials shall be the costs incurred by the township in purchasing such materials and based upon quantity of materials used. Costs incurred due to the use of equipment shall be based upon standard rental rates within the community for the equipment used.

V. HOLD HARMLESS; INDEMNIFICATION; DEFENSE

The developer does hereby agree to defend, indemnify and hold the Township performing the snow and ice removal harmless from any and all claims, suits, actions, injuries, liabilities, costs, expenses and attorney fees which may be occasioned by the Township performing the snow and ice removal within the aforesaid subdivision.

TURTLECREEK TOWNSHIP BOARD OF TRUSTEES
Daniel Jones, Trustee James VanDeGrift, Trustee Jonathan D. Sams, Trustee Amanda K. Childers, Chief Fiscal Officer

BOARD MEETING: 2ND MONDAY OF EACH MONTH AT 7:00 P.M.
BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.

VI. DETERMINATION OF NECESSITY AND PRIORITY OF SNOW AND ICE REMOVAL

The Township responsible for snow and ice removal within the Subdivision shall determine in its sole discretion the necessity of performing snow and ice removal within the Subdivision and the priority of performing snow and ice removal within the Subdivision.

VII. NO COMMON LAW ACCEPTANCE

The performance of snow and ice removal within the Subdivision by the Township is not intended nor should the performance of such snow and ice removal be construed as an act indicating the acceptance of the streets within the Subdivision as a part of the Township road system and that such acceptance may only occur by formal resolution adopted by the Township.

VIII. MODIFICATION; BINDING EFFECT; ENTIRE AGREEMENT

- A. This agreement, may be modified only in writing and signed by both parties.
- B. This agreement shall be binding upon the successors and assigns of the parties hereto.
- C. This agreement represents the entire understanding of the parties and any oral discussions or representations not consistent with the terms of this agreement are of no force and effect.

WITNESS the hand of C.F.P.N. Ohio, LLC, Developer of
CS Encore Logistics Center Section One Subdivision, this 27th day of October
2012.

[Signature]
 Witness
[Signature]
 Witness
[Signature]
 Developer

WITNESS the hand of Amanda K. Childers, Fiscal Officer
 Name Title
 of Turtlecreek Township, this 14TH day of NOVEMBER, 2012.
[Signature] Amanda Childers
 Witness Fiscal Officer
[Signature]
 Witness

ADDENDUM

The Developer of ----- Subdivision

Requests one of the following:

_____ Snow and Ice Removal will be performed by the Developer by private means at the expense of the Developer. If the Developer, for whatever reason, does not remove the snow and ice in a timely manner from said subdivision streets, and if the Township has received resident complaints that said removal has not taken place, Turtlecreek Township, after prior notification of intent to the Developer, shall perform the snow and ice removal. All Township expenses incurred for this removal will be invoiced to the Developer.

Snow and Ice Removal will be performed by Turtlecreek Township as a part of their routine Snow and Ice Removal Program. All Township expenses incurred for the snow and ice removal from the streets within the subject subdivision will be at the expense of the Developer.

SIGNED: , Developer

SERVICE NOTIFICATION AND BILLING TO:

NAME: CFPN OHIO, LLC

ADDRESS: 1230 Peachtree ST NE
Suite 3560 Atlanta Ga, 30309

PHONE: 859-287-3706

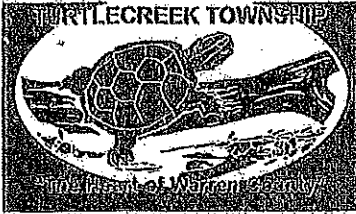
FAX: Madenburger @ CSIP.COM

ATTN: Accounts Payable

TURTLECREEK TOWNSHIP BOARD OF TRUSTEES

Daniel Jones, Trustee James VanDeGrift, Trustee Jonathan D. Sams, Trustee Amanda K. Childers, Chief Fiscal Officer

BOARD MEETING: 2ND MONDAY OF EACH MONTH AT 7:00 P.M.
BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.



TURTLE CREEK TOWNSHIP
670 N. STATE ROUTE 123
LEBANON, OHIO 45036-9512
PHONE: (513) 932-4902
FAX: (513) 932-3654

AGREEMENT FOR SNOW AND ICE REMOVAL FOR UNACCEPTED STREETS

I. PARTIES

The parties to this agreement are the Board of Trustees of Turtlecreek Township (Township) and
WC Port Authority (the Developer) the Developer of
Core 5 Subdivision (the Subdivision).

II. PURPOSE

The purpose of this agreement is to make provision for the removal of snow and ice from the streets, as are shown upon the recorded plat of the Subdivision, prior to the time of the acceptance of such streets by the Township as a part of the road system if the Developer, for whatever reason, does not remove said snow and ice in a timely manner. This agreement meets the specifications/requirements of the Warren County Commissioners and the Warren County Regional Planning Commission.

III. AUTHORIZATION

The Developer does hereby grant permission to the Township, as may be appropriate, to enter into the Subdivision as may be necessary to perform such snow and ice removal upon all streets shown on the plat of such subdivision and dedicated as public streets.

IV. REIMBURSEMENT OF COST OF SNOW AND ICE REMOVAL

The Township performing snow and ice removal from the aforesaid streets shall invoice the developer for the actual cost of such snow and ice removal. The Developer shall pay such invoice within thirty days of the date of the same by check made payable to the invoicing township. The Developer may not assign this reimbursement responsibility to a third party.

As used herein, "actual cost" means the cost incurred due to the use of employees, materials or equipment. Costs incurred due to the use of employees shall include wages, fringe benefits and employer OPERS contributions. Costs incurred due to the use of materials shall be the costs incurred by the township in purchasing such materials and based upon quantity of materials used. Costs incurred due to the use of equipment shall be based upon standard rental rates within the community for the equipment used.

V. HOLD HARMLESS; INDEMNIFICATION; DEFENSE

The developer does hereby agree to defend, indemnify and hold the Township performing the snow and ice removal harmless from any and all claims, suits, actions, injuries, liabilities, costs, expenses and attorney fees which may be occasioned by the Township performing the snow and ice removal within the aforesaid subdivision.

TURTLE CREEK TOWNSHIP BOARD OF TRUSTEES

Daniel Jones, Trustee

James VanDeGrift, Trustee

Jonathan D. Sams, Trustee

Amanda K. Childers, Chief Fiscal Officer

BOARD MEETING: 2ND MONDAY OF EACH MONTH AT 7:00 P.M.
BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.

VI. DETERMINATION OF NECESSITY AND PRIORITY OF SNOW AND ICE REMOVAL

The Township responsible for snow and ice removal within the Subdivision shall determine in its sole discretion the necessity of performing snow and ice removal within the Subdivision and the priority of performing snow and ice removal within the Subdivision.

VII. NO COMMON LAW ACCEPTANCE

The performance of snow and ice removal within the Subdivision by the Township is not intended nor should the performance of such snow and ice removal be construed as an act indicating the acceptance of the streets within the Subdivision as a part of the Township road system and that such acceptance may only occur by formal resolution adopted by the Township.

VIII. MODIFICATION; BINDING EFFECT; ENTIRE AGREEMENT

- A. This agreement, may be modified only in writing and signed by both parties.
- B. This agreement shall be binding upon the successors and assigns of the parties hereto.
- C. This agreement represents the entire understanding of the parties and any oral discussions or representations not consistent with the terms of this agreement are of no force and effect.

WITNESS the hand of *M. Russell*, Developer of
Subdivision, this 8th day of NOVEMBER

2002
Laurie K. Lander
Witness Laurie K. Lander
Witness

M. Russell
Developer Martin Russell

WITNESS the hand of Amanda K. Childers, Fiscal Officer
Name Amanda K. Childers Title
of Turtlecreek Township, this 14th day of NOVEMBER, 2022
Brin Williams *Amanda Childers*
Witness Fiscal Officer
Witness *Brin Williams*

ADDENDUM

The Developer of ----- Subdivision
Requests one of the following:

_____ Snow and Ice Removal will be performed by the Developer by private means at the expense of the Developer. If the Developer, for whatever reason, does not remove the snow and ice in a timely manner from said subdivision streets, and if the Township has received resident complaints that said removal has not taken place, Turtlecreek Township, after prior notification of intent to the Developer, shall perform the snow and ice removal. All Township expenses incurred for this removal will be invoiced to the Developer.

Snow and Ice Removal will be performed by Turtlecreek Township as a part of their routine Snow and Ice Removal Program. All Township expenses incurred for the snow and ice removal from the streets within the subject subdivision will be at the expense of the Developer.

SIGNED: , Developer

SERVICE NOTIFICATION AND BILLING TO:

NAME: WC Port Authority
ADDRESS: 406 Justice Drive
Lebanon, Ohio 45036
PHONE: 513-695-2090
FAX: 513-695-2099
ATTN: Matt Schnipke

Resolution

Number 22-1851

Adopted Date December 06, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH COPPAGE CONSTRUCTION CO. INC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS WITHIN THE C5 ENCORE LOGISTICS CENTER 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	:	22-023 (W/S)
Development	:	C5 Encore Logistics Center
Developer	:	Coppage Construction Co. Inc.
Location	:	Turtlecreek Township
Amount	:	\$103,431.00
Surety Company	:	Westfield Insurance Company (Bond #228013X)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

caw

cc: Coppage Construction Co. Inc., 11966 Taylor Mill Rd, Independence, KY 41051
Westfield Insurance Company, One Park Circle, Westfield Center, Ohio 44251
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.

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Coppage Construction Co., Inc. (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Westfield Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
C5 Encore Logistics Center Subdivision, Section/Phase One (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 \$ 1,034,310.00,
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 _____ 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 \$ 103,431.00 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:

Coppage Construction Co., Inc.
Attn: Matthew Coppage
11966 Taylor Mill Rd
Independence, KY 41051
Ph. (859) 356-9221

D. To the Surety:

Westfield Insurance Company

One Park Circle

Westfield Center, Ohio 44251

Ph. (800) 243 - 0210

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: *MC*
 PRINTED NAME: MATTHEW COPPAGE
 TITLE: VICE PRESIDENT
 DATE: 11-14-2022

SURETY: Westfield Insurance Company

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

SIGNATURE: *Julie Cline*
 PRINTED NAME: Julie Cline
 TITLE: Attorney-in-Fact
 DATE: 11-14-2022



[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 22-1851, dated December 6, 2022

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 12-10-22

RECOMMENDED BY:

By: Cheryl K...
DEP. SANITARY ENGINEER

APPROVED AS TO FORM:
By: James A. Mc...
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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/17/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3401942 07

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
THOMAS D. CASSADY, THOMAS W. CHATHAM, LINDA L. HOGLE, SUSAN A. YEAZELL, JULIE CLINE, BRITTANY SEABORN, CATHY KRUEGER, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of MAY A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 17th day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of November A.D., 2022.



Frank A. Carrino, Secretary

Resolution

Number 22-1852

Adopted Date December 06, 2022

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH CFPN OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR RIGHT OF WAY DEDICATION ENCORE DRIVE SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	: 22-020 (P)
Development	: Right of Way Dedication Encore Drive
Developer	: CFPN Ohio, LLC
Township	: Turtlecreek
Amount	: \$323,026.83
Surety Company	: Liberty Mutual Insurance Company (016237617)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.
Bond No. 016237617
W.C. BOND NO. 22-020(P)

This Agreement made and concluded at Lebanon, Ohio, by and between CFPN Ohio, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and LIBERTY MUTUAL INSURANCE COMPANY (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Right of Way Dedication Encore Drive **Subdivision, Section/Phase --** (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 \$1,615,134.14, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$75,068.20 ; 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 \$323,026.83 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 3 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 \$323,026.83 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:

CFPN Ohio, LLC

1230 Peachtree Street NE, Suite 3560

Atlanta, Georgia 30309

Ph. (859) 287-3707

D. To the Surety:

LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley Street

Boston, MA 02116

Ph. (610)

832- 8240

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

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

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

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

_____ **Original Escrow Letter (attached)**

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.


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

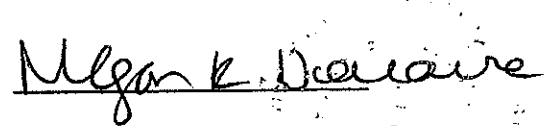
DEVELOPER:

SURETY:

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Linda D. Booker
Secretary & Chief Financial Officer

PRINTED NAME: Megan K. Douaire

TITLE: _____

TITLE: Attorney-in-Fact

DATE: 11-29-22

DATE: 11/29/2022

[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 22-1852 , dated December 6, 2022.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

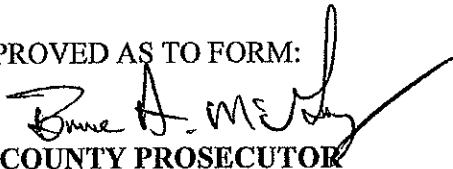
TITLE: President

DATE: 12-10-22

RECOMMENDED BY:

By: 
COUNTY 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



Liberty Mutual
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207208-016072

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin A. Stahl, Elizabeth K. Sterling, Megan K. Douaire

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary; The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of November, 2022.



By:

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Resolution

Number 22-1853

Adopted Date December 06, 2022

APPROVE VARIOUS RECORD PLATS

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

- Right of Way Dedication Encore Drive – Turtlecreek Township
- C5 Encore Logistics Center Section One – Turtlecreek Township
- C5 Encore Logistics Center Section One, Easement Plat #1 – Turtlecreek Township

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Plat File
RPC

Resolution

Number 22-1854

Adopted Date December 06, 2022

ACCEPT THE AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL
APPROPRIATION INTO THE TELECOMMUNICATIONS CAPITAL PURCHASE FUND
4492

WHEREAS, in order to appropriate said funds an amended certificate and a supplemental
appropriation are necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate from the Warren
County Budget Commission in the amount of \$2,130,000.00 and approve a supplemental
appropriation for Telecommunications Capital Purchase Fund 4492:

Supplemental Appropriation

2,130,000.00 into 44923823-5320 (Radio Capital Purchase)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 22-1855

Adopted Date December 06, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #11011112

BE IT RESOLVED, to approve the following supplemental appropriation for Fund #11011112:

\$2,805.00 into #11011112-5742 (General Fund – BOCC OT Human SVC Mandate)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Supplemental App. File
OMB (file)

Resolution

Number 22-1856

Adopted Date December 06, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO CLERK OF COURTS'
CERTIFICATE OF TITLE ADMINISTRATION FUND 2250 FOR OPERATIONAL
TRANSFERS

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 1,000,000 into #22501260-5997 (Operational Transfers)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Supplemental App. file
Clerk of Courts (file)

Resolution

Number 22-1857

Adopted Date December 06, 2022

APPROVE APPROPRIATION DECREASE WITHIN RECORDER'S FUND #2216

BE IT RESOLVED, to approve the following appropriation decrease:

\$50,000.00 from #22161160-5400 (Purchased Services)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

tz/

cc: Auditor
Appropriation Decrease file
Recorder (file)

Resolution

Number 22-1858

Adopted Date December 06, 2022

APPROVE APPROPRIATION DECREASE WITHIN SHERIFF'S OFFICE FUND #2267

BE IT RESOLVED, to approve the following appropriation decrease within Warren County Sheriff's Office Fund #2267:

\$15,000.00 from 22672200-5320 (Capital Purchases)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Decrease
Sheriff (file)

Resolution

Number 22-1859

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND
#11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners
Fund #11011110 into Juvenile Court #11011240 in order to process vacation and sick leave
payouts for Andrew Sievers employee of Juvenile Court:

\$30,858.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011240-5882 (Juvenile Court - Vacation Leave Payout)


\$11,696.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011240-5881 (Juvenile Court - Sick Leave Payout)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile Court (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1860

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00 from #11011116 5910 (Econ Dev Other Expense)
 into #11011116 5811 (Econ Dev PERS)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

AD/

cc: Auditor
 Appropriation Adjustment file
 Economic Development (file)

Resolution

Number 22-1861

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$300.00 from #11011116 5910 (Econ Dev Other Expense)
 into #11011116 5871 (Econ DEV Medicare)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

AD/

cc: Auditor
Appropriation Adjustment file
Economic Development (file)

Resolution

Number 22-1862

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,500.00 from #11011116 5910 (Econ Dev Other Expense)
into #11011116 5102 (Econ Dev Regular Salaries)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

AD/

cc: Auditor
Appropriation Adjustment file
Economic Development (file)

Resolution

Number 22-1863

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURER'S OFFICE FUND
11011130

BE IT RESOLVED, to approve the following appropriation adjustment:

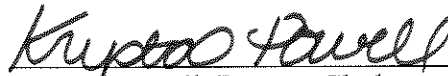
\$ 500.00 from #11011130-5102 (Regular Salaries)
 into #11011130-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/cs

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

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

Resolution

Number 22-1864

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

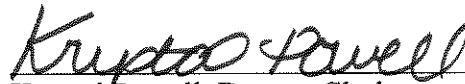
\$22,000.00 from #11011600-5210 (Materials & Supplies)
into #11011600-5310 (Vehicles Capital Outlay)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

Resolution

Number 22-1865

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
11012210

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County
Sheriff's Office Fund #1101:

\$2,000.00	from	11012210-5400	(Purchased Services)
	into	11012210-5855	(Clothing/Personal Equip)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 22-1866

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:


\$465.00 from #11012100-5940 (Coroner – Travel)
 into #11012100-5811 (Coroner – PERS)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

Resolution

Number 22-1867

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,200.00	from	#11012100-5850	(Coroner – Training/Education)
	into	#11012100-5400	(Coroner –Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

Resolution

Number 22-1868

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION FUND
#10112600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile
Detention fund #11012600:

\$ 2,500.00	from	11012600-5317	(Juv Det Non-Capital Purchase)
	into	11012600-5210	(Juv Det Materials & Supplies)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

\ cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 22-1869

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:


\$25,000.00	from	22701240-5102	(Regular Salaries)
\$5,000.00	into	22701240-5881	(Sick Leave Payout)
\$20,000.00	into	22701240-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1870

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Autumn Cook:

\$2,000.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

jc/

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

Resolution

Number 22-1871

Adopted Date December 06, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

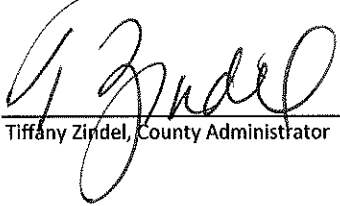
cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	CINCYAUTOS	FORD F350 XL	\$ 54,945.00
WAT	72 HOUR LLC	2023 FORD SUPER DUTY	\$ 66,754.72
SEW	72 HOUR LLC	FORE F350 CREW CAB	\$ 53,824.18
SEW	72 HOUR LLC	FORD F250 XL SUPER CAB	\$ 50,603.02
SEW	CINCYAUTOS	FORD F450 CREW CAB	\$ 70,605.00
SEW	CINCYAUTOS	FORD F550 CREW CAB	\$ 73,790.00
WAT	CINCYAUTOS	FORD F350 EXTENDED CAB	\$ 51,945.00
WAT	CINCYAUTOS	FORD F550 CREW CAB	\$ 73,015.00
SHE	ARAMARK CORRECTIONAL SERVICES	SHE.INMATE/STAFF MEALS/ESCROW	\$ 100,000.00
TEL	SECURE CYBER DEFENSE LLC	TEL RFP MANAGED CYBERSECURITY	\$ 405,851.00
WAT	THE SAFETY COMPANY, LLC	SEW DYNA VAC 3000 STEEL VACUUM	\$ 246,334.00
ITD	CDW LLC	ITD CITRIX 5905 HARDWARE APPLI	\$ 82,770.00
GRA	FAMILY PROMISE OF WARREN COUNTY	GRA FAMILY PROMISE ARPA	\$ 10,000.00
TEL	LOCUTION SYSTEMS INC	TEL - RFP LOCUTION AUTOMATED V	\$ 421,496.00

12/6/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-1872

Adopted Date December 06, 2022

ENTER INTO A BENEFICIARY GRANT AGREEMENT WITH FAMILY PROMISE OF WARREN COUNTY RELATIVE TO THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT RESOLVED, to enter into a beneficiary grant agreement with Family Promise of 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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: c/a—Family Promise of Warren County
OGA (File)

**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS
BENEFICIARY GRANT AGREEMENT
between the
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
and FAMILY PROMISE of WARREN COUNTY**

THIS 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 Family Promise of Warren County (the “GRANTEE”), an Ohio corporation, with its principal place of business located at 203 East Warren Street, Lebanon, Ohio 45036.

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”);

WHEREAS, ARPA funds received by the County may only be used, as follows: (a) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and, (d) to make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the County seeks to make expenditures to respond directly to the COVID-19 public health emergency and its negative economic impacts in part by providing grants for the provision of services to households and individuals, including assistance for food and emergency housing needs, and programs to increase long-term housing security, or for the facilities and equipment related to the provision of such services.

WHEREAS, County has the authority to use ARPA funds in the above-described manner pursuant to 31 CFR Part 35, Subpart A, Section 35.6(b)(3)(ii)(A)(1), (5), and (9), also

known as the U.S. Department of Treasury Final Rule (hereinafter "the Final Rule").

WHEREAS, GRANTEE is a small business that provides many services to the homeless, including providing shelter and meals, and homeless prevention services.

WHEREAS, County has authorized a grant of ARPA funds to GRANTEE to assist with the impact of COVID 19 and the provision of ongoing assistance for food and emergency housing needs.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE.

The parties hereby agree that the Final Rule and 31 CFR Part 35, Subpart A, Section 35.6(b)(3)(ii)(A)(1), (5), and (9) identifies eligible uses of ARPA funds to include expenditures to respond directly to the COVID-19 public health emergency and its negative economic impacts in part by providing services to individuals and households including assistance for food and emergency housing needs, and programs to increase long-term housing security, or facilities and equipment related to the provision of such services.

GRANTEE has had many increased costs and demands associated with providing food and shelter for the homeless at a time when it had to close its own day center and many of its traditional shelter locations were closed due to the COVID-19 pandemic.

The COUNTY agrees to pay to the GRANTEE an amount of ten thousand dollars (\$10,000.00) for the purpose of assisting households and individuals with assistance for food, emergency housing needs, and programs to increase long-term housing security, or equipment related to the provision of such services.

GRANTEE shall not use the funds to satisfy a judgment or settlement, nor to contribute to a rainy day or reserve fund, nor shall the grant funds be used for any project which conflicts with or contravenes the purposes of the American Rescue Plan Act. GRANTEE shall follow all applicable local, State, and federal procurement laws and regulations.

SECTION 2 GRANT TERM

This Agreement shall be effective upon the date last signed by the parties below and shall terminate effective December 31, 2025.

SECTION 3 DISSOLUTION.

If for any reason, the GRANTEE is dissolved between the execution of this Agreement and December 31, 2025, 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 Grant 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 Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 5 WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract and shall require any contractors hired to perform work on the grant project to provide workers' compensation insurance coverage.

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 Grant Agreement. Grantee certifies that it has reviewed the terms of ARPA 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.

The GRANTEE agrees to maintain and provide to the County upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- The GRANTEE shall maintain all financial records and supporting documents related to the grant award until December 31, 2031, or for a period of 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 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.

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 Grant Agreement.

SECTION 9 RELATIONSHIP OF THE PARTIES.

Nothing contained in this Grant 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 Beneficiary with respect to its performance under this Grant 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 Grant Agreement. Neither the County nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant 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 Grant 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 Grant 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 Grant 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 Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant 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.

SECTION 15 EXECUTION

IN EXECUTION WHEREOF, the parties hereto have executed this Agreement on the dates show below.

Warren County Board of Commissioners,

This Agreement is entered into by the president or vice president as authorized in Resolution No.

22-1872 of the Warren County Board of Commissioners dated

December 16, 2022:

Signature: 

Printed Name: Tom Grossmann

Title: President

Date: 12-16-22

Approved as to Form,



Assistant Prosecuting Attorney

Warren County, Ohio

Family Promise of Warren County, Inc.,

This Agreement is hereby entered into by [GRANTEE] Family Promise of Warren County, Inc.

by its duly authorized signatory,

Signature: 

Printed Name: Linda A. Robolt

Title: Executive Director

Date: 11/27/22

Resolution

Number 22-1873

Adopted Date December 06, 2022

AUTHORIZE PRESIDENT OF THE BOARD TO EXECUTE COOPERATIVE AGREEMENT BETWEEN THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY PROSECUTOR'S OFFICE AND THE CITY OF MASON REGARDING VICTIM WITNESS COORDINATOR SERVICES

WHEREAS, the City of Mason is statutorily required to fund certain aspects of the Mason Municipal Court; and

WHEREAS, the Mason Municipal Court is required to provide victim witness coordinator services; and

WHEREAS, such services have been provided by the Warren County Prosecutor's Office pursuant to a cooperative agreement for an annual cost to the City of Mason of Thirty Thousand Dollars (\$30,000); and

WHEREAS, the Warren County Prosecutor is willing to continue to provide those services at an annual cost to the City of Mason of Fifty Thousand Dollars (\$50,000), pursuant to the terms of a cooperative agreement; and

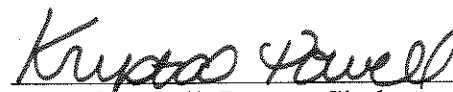
NOW THEREFORE BE IT RESOLVED by the Warren County Board of County Commissioners to authorize its President to execute a cooperative agreement, the terms of which will provide that the Warren County Prosecutor will provide victim witness coordinator services to the City of Mason for the annual cost to the City of Mason of Fifty Thousand Dollars (\$50,000); agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Prosecutor (file)
c/a – City of Mason

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is entered into by the Warren County Board of County Commissioners (hereinafter "COUNTY"), upon the recommendation and assent of David P. Fornshell, Prosecuting Attorney, Warren County, Ohio (hereinafter "COUNTY PROSECUTOR"), and the City of Mason, Ohio, an Ohio municipal corporation, acting by and through its Council (hereinafter "CITY"), the effective date of which shall be January 1, 2023.

WITNESSETH

WHEREAS, the Mason Municipal Court is a municipal operated municipal court, and the CITY'S Council as the legislative authority of the CITY has certain statutory duties and obligations relating to financing the operation of the Mason Municipal Court; AND,

WHEREAS, in accordance with Ohio Rev. Code § 1901.34, the Mason Municipal Court Prosecutor is responsible for prosecuting all cases brought before the Mason Municipal Court for criminal offenses occurring within the municipal corporation and the unincorporated areas within the territory of the Court being Deerfield Township; AND,

WHEREAS, in accordance with Chapter 2930 of the Ohio Rev. Code, the Mason Municipal Court is obligated to provide Victim Witness Coordinator services to victims of crimes of cases filed in the Mason Municipal Court; AND,

WHEREAS, the COUNTY PROSECUTOR has been providing Victim Witness Coordinator services to the Mason Municipal Court pursuant to a Cooperative Agreement between the same parties hereto, and the parties desire to enter into a new updated Cooperative Agreement; AND,

WHEREAS, the COUNTY PROSECUTOR is willing to continue to provide a Victim Witness Coordinator to the Mason Municipal Court, at an annual cost to the CITY of FIFTY THOUSAND DOLLARS (\$50,000.00), and such Victim Witness Coordinator would be employed by the COUNTY PROSECUTOR who would pay such employee's salary and benefits, and provide all necessary training and supervision over the employee; AND,

WHEREAS, the CITY desires to contract with the COUNTY for the COUNTY PROSECUTOR to continue to provide a Victim Witness Coordinator to the Mason Municipal Court; AND,

WHEREAS, pursuant to Ohio Rev. Code § 307.15, the COUNTY may enter into an agreement with the CITY, and the CITY may enter into an agreement with the COUNTY, whereby the COUNTY undertakes, and is authorized by contract with the CITY, to exercise any power, perform any function, or render any service, on behalf of the CITY that the CITY may exercise, perform, or render; AND,

NOW THEREFORE, for the mutual consideration recited herein, the CITY and the COUNTY do hereby agree to the following obligations and responsibilities:

1. The CITY shall pay no later than the 15th day of January each year, the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) for the Victim Witness Coordinator services provided for

herein. The annual appropriation by the CITY shall be payable to the Warren County Prosecutor's Office and delivered to the COUNTY PROSECUTOR.

2. The CITY shall amend its Court Security Plan with the Ohio Supreme Court, if necessary, to include the Victim Witness Coordinators of the Warren County Prosecutor's Office and issue a photo identification-swipe card to the Victim Witness Coordinator assigned by the COUNTY PROSECUTOR to the Mason Municipal Court.
3. The COUNTY shall provide one Victim Witness Coordinator who shall provide all Victim Witness Coordinator services for the Mason Municipal Court in order for the CITY to comply with Chapter 2930 of the Ohio Rev. Code. The Victim Witness Coordinator shall assist the Mason Municipal Court Prosecutor, the Mason City Police Department, the Warren County Sheriff's Office, and the Ohio State Highway Patrol in performing such Victim Witness Coordinator services both in and out of Court for cases filed in the Mason Municipal Court.
4. The Victim Witness Coordinator who provides Victim Witness Coordinator Services to the Mason Municipal Court shall be an employee of the COUNTY PROSECUTOR, and the COUNTY PROSECUTOR shall pay the salary and all other employment benefits eligible through the COUNTY, as well as the COUNTY PROSECUTOR shall be solely responsible for providing all training and supervision of the Victim Witness Coordinator.
5. All monies received pursuant to this Cooperative Agreement shall be deposited by the COUNTY PROSECUTOR into the Municipal Victim Witness Fund which shall be established in the COUNTY Treasury. Monies received from the CITY and deposited in the Municipal Victim Witness Fund shall be disbursed upon proper voucher to the County Auditor for payment of the obligations of the COUNTY PROSECUTOR as set forth herein.
6. The term of this Cooperative Agreement shall be indefinite until terminated by either Party with or without cause upon ninety (90) days' notice to the other Party. Any annual payment of consideration by the CITY as provided for in this Cooperative Agreement shall be prorated to the month of termination and the prorated balance, if any, shall be promptly refunded to the CITY.
7. All notices required or permitted by this Cooperative Agreement shall be given in writing and by ordinary U.S. mail addressed and mailed to the following designee of each Party unless a party gives the other party notice of a change of address.

(i) To the COUNTY:
Attn: David P. Fornshell, County Prosecutor
520 Justice Drive
Lebanon, OH 45036

(ii) To the CITY:
Mason City Council
Attn: Eric Hansen, City Manager
6000 Mason Montgomery Road
Mason, OH 45040

8. This writing constitutes the complete Cooperative Agreement between the Parties, and all statements, negotiations, or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.
9. This Cooperative Agreement shall not be modified except in writing and signed by the Parties hereto.
10. CITY'S Execution.

IN EXECUTION WHEREOF, the Mason City Council has caused this agreement to be executed by Eric Hansen, its City Manager, on the date stated below, pursuant to Mason City Ordinance No. 2022-104, dated 10/10/2022.

MASON CITY COUNCIL

SIGNATURE: 

PRINTED NAME: Eric Hansen

TITLE: City Manager

DATE: 11/14/2022

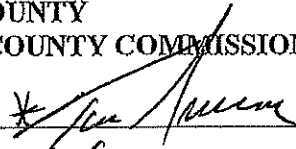
APPROVED AS TO FORM:


By: Jeffrey D. Forbes, Law Director

11. COUNTY'S Execution.

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by its President/Vice President on the date stated below, pursuant to Resolution Number 22-1873, dated December 1, 2022

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

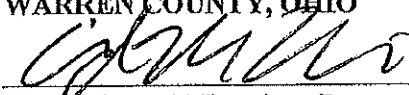
NAME: Tom Grossmann

TITLE: President

DATE: 12-10-22

APPROVED AS TO FORM:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Adam M. Nice, Asst. Prosecutor

12. COUNTY PROSECUTOR'S Assent.

David P. Fornshell, Prosecuting Attorney, Warren County, Ohio, hereby assents to provide the services for which the COUNTY is obligated to perform in the foregoing Cooperative Agreement.

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

SIGNATURE: 

NAME: David P. Fornshell

TITLE: County Prosecutor

DATE: 11-28-22

ORDINANCE 2022 – 104

AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING VICTIM WITNESS COORDINATOR SERVICES IN THE ANNUAL AMOUNT OF \$50,000

WHEREAS, the City of Mason is statutorily required to fund certain aspects of the Mason Municipal Court; and

WHEREAS, the Mason Municipal Court is required to provide victim witness coordinator services; and

WHEREAS, such services have been provided by the Warren County Prosecutor's office at annual cost of \$30,000 per year to the City since 2013 without any increases; and

WHEREAS, the County Prosecutor is willing to continue to provide those services at an annual cost to the City of \$50,000, pursuant to the terms of a Cooperative Agreement.

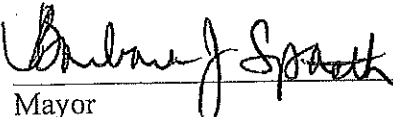
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a Cooperative Agreement with the Warren County Board of County Commissioners, with said Cooperative Agreement being in the substantial form as that attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Director is authorized to make payments to the Warren County Municipal Victim Witness Fund in an annual amount of \$50,000 in accordance with the terms of the Cooperative Agreement attached hereto as Exhibit A.

Section 3. That this Ordinance shall be effective from and after the earliest period allowed by law.

Passed this 10th day of October, 2022.



Mayor

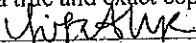
Attest:



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 2022-104 adopted by the Council of the City of Mason on October 10, 2022.



Clerk of Council

Resolution

Number 22-1874

Adopted Date December 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2265

BE IT RESOLVED, in order process vouchers, it is necessary to approve the following appropriation adjustment:

\$600.00 from #22653410-5910 (Other Expense)
 into #22653410-5820 (Health Insurance)

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

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

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: Auditor
Appropriation Adj. file
OGA (file)