

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1079

Adopted Date August 10, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO TERRY FINAMORE,
WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES
DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Terry Finamore;
and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Terry Finamore, not to exceed twelve (12) weeks; pending further documentation from Mrs.
Finamore's physician.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
T. Finamore's FMLA file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1080

Adopted Date August 10, 2021

APPROVE LEAVE DONATION FOR TERRY FINAMORE, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the director of Human Services Division has indicated that Mrs. Finamore has requested leave donation due to a serious health condition, and the director is requesting leave donation be approved for Mrs. Finamore; and

NOW THEREFORE BE IT RESOLVED, to approve leave donation for Terry Finamore, Eligibility Referral Specialist, within the Warren County Department of Job and Family Services, Human Services Division, effective when all of Mrs. Finamore's paid leave is exhausted.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1081

Adopted Date August 10, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO KAYLA CREECH,
WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES
DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Kayla Creech;
and


NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Kayla Creech, not to exceed twelve (12) weeks; pending further documentation from Mrs. Creech's
physician.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
K. Creech's FMLA file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1082

Adopted Date August 10, 2021

HIRE MATTHEW ERVIN AS INFRASTRUCTURE SYSTEMS ANALYST, WITHIN THE TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to hire Matthew Ervin as Infrastructure Systems Analyst within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #18, \$22.00 per hour, effective August 30, 2021, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Telecom (file)
M. Ervin's Personnel file
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1083

Adopted Date August 10, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
AUGUST 12, 2021


BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
August 12, 2021.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1084

Adopted Date August 10, 2021

APPROVE AND ENTER INTO A CLEAR GOVERNMENT FRAUD AGREEMENT WITH
THOMSON REUTERS WEST PUBLISHING CORPORATION

BE IT RESOLVED, to approve and enter into a clear government fraud agreement with Thomson Reuters West Publishing Corporation; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Thomson Reuters West Publishing Corp.
OMB (file)



THOMSON REUTERS

Order Form

Order ID:Q-01251876

Contact your representative ken.trudeau@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address

Account #: 1000258432
WARREN COUNTY COMMISSIONERS
ADMIN BLDG
406 JUSTICE DR
LEBANON OH 45036-2385 US

"Customer"

Shipping Address

Account #: 1000258432
WARREN COUNTY
COMMISSIONERS
ADMIN BLDG
406 JUSTICE DR
LEBANON OH 45036-2385 US

Billing Address

Account #: 1000258432
WARREN COUNTY COMMISSIONERS
ADMIN BLDG
406 JUSTICE DR
LEBANON, OH 45036-2385 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

Proflex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$467.15	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

Post-Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Thomson Reuters General Terms and Conditions, apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your

permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gate ways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

~~For Law Enforcement Agencies and Correctional Facilities Only - No Inmate Westlaw or CLEAR Access (direct or indirect)~~
I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

~~Additional Order Form Terms and Conditions~~

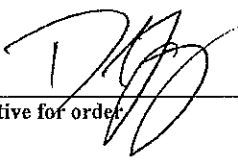
Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

~~Signature for Order ID: Q-01251876~~

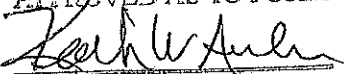
ACKNOWLEDGEMENT Q-01251876

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

* _____ Signature of Authorized Representative for order	 _____ Title	President _____ Title
_____ Printed Name	David G. Young _____ Printed Name	8.10.21 _____ Date

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This Order Form will expire and will not be accepted after 8/23/2021 CT.

APPROVED AS TO FORM


 Keith W. Anderson
 Asst. Prosecuting Attorney

AUTHORIZED WEST REPRESENTATIVE
 Signature: Charles W Holmsten
 Printed Name: Chuck Holmsten
 Title: Senior SCM Consultant
 Date: 6/25/2021



THOMSON REUTERS

Attachment

Order ID:Q-01251876

Contact your representative ken.trudeau@thomsonreuters.com with any questions. Thank you.

Order ID: Q-01251876

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000258432

Order Confirmation Contact (#28)
Contact Name: Spencer, Susan
Email: susan.spencer@co.warren.oh.us

Proflex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000258432	WARREN COUNTY COMMISSIONERS	406 JUSTICE DR LEBANON OH 45036-2385 US	New

Proflex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
2	Seats	41448992	CLEAR for Government Fraud
25	Alerts	41343547	CLEAR Alerting Pro Addon

Account Contacts

Contact Name	Email Address	Customer Type Description
Susan Spencer	susan.spencer@co.warren.oh.us	CLEAR PRIMARY CONT
Susan Spencer	susan.spencer@co.warren.oh.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.111.111.111	222.222.222.222				

Sub Material	Quantity	Active Subscription to be Lapsed
41448992	2	CLEAR for Government Fraud

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$467.15	3.00%	\$481.16	3.00%	\$495.59	N/A	N/A	N/A	N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



THOMSON REUTERS™

Addendum to Order Form - Q-01251876

Subscriber: Warren County Commissioners

Account #: 1000258432

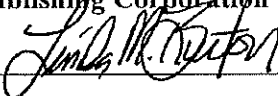
1. **Effect of Addendum.** The Order Form, the underlying Thomson Reuters General Terms and Conditions, and applicable Schedule A (collectively the "Agreement"), between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.


1. **Modification to Order Form – Miscellaneous – Applicable Law.** This paragraph is deleted in its entirety and replaced with the following:

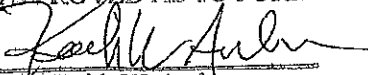
This order form will be interpreted under Ohio state law and any claim by one of us may be brought in Warren County or federal courts in Ohio.

All other terms and conditions of the Agreement will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation
Signed 
Accepted By Linda M. Burton
Title SSCMC
Date 7-28-21

Subscriber
Signed 
Name David G. Young
Title President
Date 8-10-21

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Minnesota
COUNTY OF Dakota

I, John S. Nelson, holding the title and position of Assistant Secretary at the firm West Publishing Corporation, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

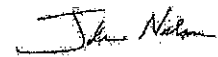
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

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

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

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


AFFIANT

** Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public),

_____ County.

My commission expires _____ 20 _____

**Due to COVID-19 protocols, all Thomson Reuters employees are tele-working, and no notary services are available at this time. Attached is a Secretary's Certificate indicating that John Nelson has signatory authority on behalf of West Publishing Corporation.



SECRETARY'S CERTIFICATE
WEST PUBLISHING CORPORATION

I, Helen V. Stamatiadis, Assistant Secretary of West Publishing Corporation, a Minnesota corporation (the "Company"), do hereby certify as an officer of the Company that:

1. I am a duly elected, qualified and acting Assistant Secretary of the Company and the keeper of the corporate seal and records of the Company.

2. Listed below are duly appointed officers of the Company and are hereby authorized to execute documents in the name of and on behalf of the Company in the capacity set forth opposite their names:

Paul Fischer	President
David Hindt	Chief Financial Officer
Stephen Rublé	President, Government
Sari Dweck	Senior Vice President & Secretary
James Keane	Vice President, Global Payroll
Scott A. Nelson	Vice President
Donna Gies	Assistant Secretary
Jeanpierre Giuliano	Assistant Secretary
Margaret Hamm	Assistant Secretary
Gary Hartman	Assistant Secretary
Joseph Kapustynski	Assistant Secretary
Donna La Vardera	Assistant Secretary
Andrew Martens	Assistant Secretary
Alejandro Medrano	Assistant Secretary
John S. Nelson	Assistant Secretary
Jon J. Olson	Assistant Secretary
Helen V. Stamatiadis	Assistant Secretary

3. The Company is an indirect, wholly owned subsidiary of Thomson Reuters Corporation, a company organized under the laws of the Province of Ontario, Canada and listed on both the Toronto Stock Exchange and the New York Stock Exchange.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 9th day of June 2021.


Helen V. Stamatiadis
Assistant Secretary



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1085

Adopted Date August 10, 2021

ADVERTISE FOR BIDS FOR PURCHASE OF ARMORED SWAT VEHICLE FOR THE
WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to advertise for bids for purchase of armored SWAT vehicle for the Warren County Sheriff's Office; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of August 15, 2021; bid opening to be Monday August 30, 2021 at 10:00 a.m.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Sheriff (file)
Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1086

Adopted Date August 10, 2021

APPROVE EXTENSION OF THE AGREEMENT BETWEEN EASTER SEALS TRISTATE, LLC AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, Resolution Number 19-0925 approved and entered into a Service Agreement with the Easter Seals Tristate, LLC, Inc to provide Workforce Innovation and Opportunity Act (WIOA) Youth Service Agreement Services for the Area 12 Workforce Development Board; and

WHEREAS, the Board of County Commissioners and Easter Seals Tristate, LLC mutually desire to continue said services July 1, 2021 through June 30, 2022; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the extension which extends the contract with the said Provider through June 30, 2022, copy of said extension is attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Easter Seals LLC
Area 12 WIB (file)

WIOA Youth Service Provider Agreement Extension

WHEREAS, Resolution Number 19-0925 approved and entered into a Service Agreement with the Easter Seals Tristate, LLC, Inc. beginning July 1, 2019, and ending June 30, 2021, to provide Workforce Innovation and Opportunity Act (WIOA) Youth Service Agreement Services for the Area 12 Workforce Development Board; and

WHEREAS, Resolution Number 19-0925 allows one additional one year extensions to said service agreement with the contract ending June 30, 2021; and

WHEREAS, WIBBCW or provider/vendor may terminate this contract/subgrant agreement for convenience upon 30 days written notice to the other; and

WHEREAS, The WIBBCW reserves the right to unilaterally amend this Agreement to be in compliance with 2 CFR 200 required contract elements; and

WHEREAS, the Board of County Commissioners and Easter Seals Tristate, LLC mutually desire to continue said services through WIOA Program Year 2021-2022; and

NOW THEREFORE BE IT RESOLVED, that the "WIOA Youth Service Agreement" approved pursuant to Resolution Number 19-0925 not to exceed the planning amount of \$1,210,208,40 PY21/FY22 WIOA funds for July 1, 2021, ending June 30, 2022.

Chair
BCW/Workforce Board



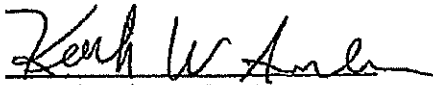
Easter Seals Tristate

Date

07/06/2021
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Keith Anderson, Asst. Prosecutor



Warren County Commissioners

8/10/21
Date

WIOA Youth Service Provider Agreement Extension

WHEREAS, Resolution Number 19-0925 approved and entered into a Service Agreement with the Easter Seals Tristate, LLC, Inc. beginning July 1, 2019, and ending June 30, 2021, to provide Workforce Innovation and Opportunity Act (WIOA) Youth Service Agreement Services for the Area 12 Workforce Development Board; and

WHEREAS, Resolution Number 19-0925 allows one additional one year extensions to said service agreement with the contract ending June 30, 2021; and

WHEREAS, WIBBCW or provider/vendor may terminate this contract/subgrant agreement for convenience upon 30 days written notice to the other; and

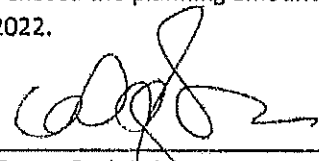
WHEREAS, The WIBBCW reserves the right to unilaterally amend this Agreement to be in compliance with 2 CFR 200 required contract elements; and

WHEREAS, the Board of County Commissioners and Easter Seals Tristate, LLC mutually desire to continue said services through WIOA Program Year 2021-2022; and

NOW THEREFORE BE IT RESOLVED, that the "WIOA Youth Service Agreement" approved pursuant to Resolution Number 19-0925 not to exceed the planning amount of \$1,210,208,40 PY21/FY22 WIOA funds for July 1, 2021, ending June 30, 2022.



Chair
BCW/Workforce Board



Easter Seals Tristate

7/26/2021
Date

07/06/2021
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Keith Anderson, Asst. Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1087

Adopted Date August 10, 2021

APPROVE AND ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

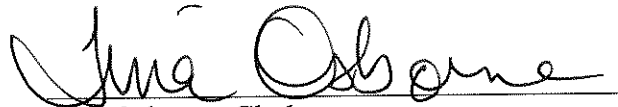
Dental Assistant Academy
4845 Rialto Rd
West Chester, Ohio 45069

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Dental Assistant Academy, 4845 Rialto Rd. West Chester Ohio, 45069, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC 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 Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.


Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

David G. Young President  8-10-21
Date

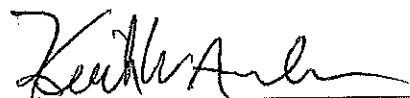
Contractor



Authorized Contractor Signature 7-28-21
Date

Keith Dayberry, Program Director
Typed Name of Authorized Contractor 7-28-21
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor 8-3-2021
Date

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1088

Adopted Date August 10, 2021

RESCIND RESOLUTIONS #21-0591 AND #21-0592, ADOPTED MAY 4, 2021, ENTERING INTO MUTUAL AID AGREEMENTS WITH OHIO EMERGENCY MANAGEMENT AGENCY (OEMA) AND THE BUTLER COUNTY EMERGENCY MANAGEMENT AGENCY

WHEREAS, on May 4, 2021, this Board entered into mutual aid agreements with the Ohio Emergency Management Agency (OEMA) and the Butler County Emergency Management Agency appointing an employee of the Warren County Emergency Services Department to assist the referenced agencies in times of emergency or disaster; and

WHEREAS, the appointed employee resigned from Warren County Emergency Services prior to the agreements being approved by OEMA and Butler County; and

NOW THEREFORE BE IT RESOLVED, to rescind resolutions #21-0591 and #21-0592, adopted May 4, 2021, entering into mutual aid agreements with Ohio Emergency Management Agency (OEMA) and the Butler County Emergency Management Agency.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-1089

Adopted Date August 10, 2021

ENTER INTO CONTRACT WITH DOWNING CONSTRUCTION COMPANY FOR THE AERATION UPGRADES – WAYNESVILLE REGIONAL WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, pursuant to Resolution #21-1012, adopted July 27, 2021, this Board approved a Notice of Intent to Award Bid for the Aeration Upgrades – Waynesville Regional Wastewater Treatment Plant Project to Downing Construction Company, for a total bid price of \$198,668.00; and

WHEREAS, all documentation including, performance bonds, insurance certificates, etc., has been submitted by the contractor; and

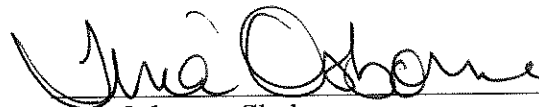
NOW THEREFORE BE IT RESOLVED, to enter into contract with Downing Construction company, 4495 Blacklick Eastern Road NW Baltimore, Ohio 43105, for said project, for a total contract price of \$198,668; as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL\

cc: c/a—Downing Construction Company
Water/Sewer (file)
Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 10 day of AUGUST, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Downing Construction Company, 4495 Blacklick Eastern Road NW Baltimore, Ohio 43105, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**AERATION UPGRADES – WAYNESVILLE REGIONAL WASTEWATER
TREATMENT PLANT PROJECT**

hereinafter called the project, for the sum of \$198,668.00 (One Hundred Ninety- Eight Thousand, Six Hundred Sixty- Eight Dollars), and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- Substantial Completion: 210 Days from Notice to Proceed.
- Final Completion: 240 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers, and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property. for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

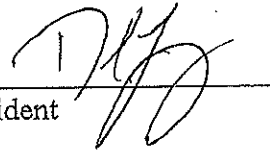
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

David G. Young, President



ATTEST:

Krista Powell
Name

(Seal)

ATTEST:

Downing Construction Company
(Contractor)

Marc Downing By:
Name

Mark Westfall
Name



MARC DOWNING
Notary Public
State of Ohio
My Comm. Expires
November 23, 2024

Secretary
Title

Approved as to Form:

Kathleen Auler
Assistant Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1090

Adopted Date August 10, 2021

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO TEMPORARY REVOCABLE LICENSE AGREEMENT WITH CITY GATE CHURCH RELATIVE TO TEMPORARY USE OF WARREN COUNTY PROPERTY

WHEREAS, this Board is in receipt of a request from City Gate Church to utilize land located within the City of Lebanon adjacent to the Warren County Water Department's Water Warehouse for a fireworks display on Monday, September 6, 2021; and

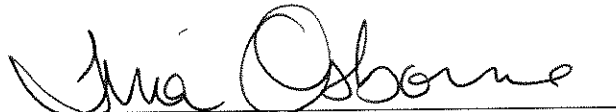
NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into Temporary Revocable License Agreement with City Gate Church, as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: C/A—City Gate Church
Water/Sewer (file)

Temporary Revocable License Agreement

The Board of Commissioners of Warren County, Ohio, 460 Justice Drive, Lebanon, OH 45036 (the "Licensor") grants a temporary revocable license to City Gate Church of Cincinnati, Inc., 1004 Columbus Avenue, Lebanon, OH 45036 (the "Licensee") to use the property (land only) located at 1200 Monroe Road, Lebanon, OH 45036, commonly referred to as the Warren County Water Department's Water Warehouse as more particularly described herein (the "Premises"), for the limited purpose and time, and subject to the following terms and conditions, set forth in this Agreement.

1. The temporary license is for the limited purpose of setting up and launching fireworks from Licensor's property illustrated on the attached Exhibit A and identified thereon as Acct. # 613075. All buildings, structures, or other physical apparatus are excluded from this Agreement – the agreement only grants the right to use open space/vacant land identified in Exhibit A to set up and launch fireworks. Licensee agrees that it shall not allow any persons other than Licensee's employees and the personnel of a professional fireworks company to enter the open space/vacant land of Licensee.
2. The temporary license is for the limited time of Monday, September 6, 2021.
3. The temporary license shall not be effective until such time as the following conditions have been fully satisfied by the Licensee and evidence of such compliance is delivered to the County Administrator:
 - Licensee provides written verification to Licensor that the fireworks will be set up and launched by an insured commercial company experienced in fireworks displays; and,
 - Licensee has all permits in hand from the City of Lebanon and any other applicable governmental agency required for hosting a firework display; and,
 - Licensee has representatives from the Lebanon Fire Department on site for the event; and,
 - Licensee provides Licensor a certificate of insurance evidencing that Licensee has in effect on September 6, 2021, casualty and liability insurance coverage for special events including fireworks displays with minimum limits of Two Million Dollars (\$2,000,000.00) that names the Licensor and its officials and employees as an additional insured, and such certificate evidences such policy provides the same limits of coverage, and duty to defend, that the policy provides for Licensor and Licensor's premises as it provides for the primary insured and the primary insured's premises; and,
 - Licensee has this Agreement executed by its representative as authorized by a governing board or trustees.
4. Licensee shall be solely responsible for cleaning up and restoring the Premises to a reasonably close to the condition that existed prior to Licensee and its contractor entering onto the Premises.
5. Licensee acknowledges that use of the Premises may entail known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis or death to Licensee or to its third party guests and invitees. Licensee further understands that such risks are a known and accepted part of the use of the Premises due to: (i) the physical condition of the Premises; (ii) obstructions that cause safety hazards to the Premises; and, (iii) the inherent dangers of the activities described herein including but not limited to the display of fireworks. Licensee acknowledges that Licensor assumes no responsibility for Licensee or any third party contractors, guests' or invitees' medical condition, health, fitness, skill, abilities, predicting or

anticipating weather, the elements or the terrain, nor for the adequacy or sufficiency of warnings or lack thereof, or appurtenances thereto.

6. Licensee expressly agrees and promises that Licensee fully knows and understands, accepts, and assumes all of the risks of the use of the Premises as stated above, and further to know and comply with all laws which may apply (for which Licensor makes no representation or warranty that Licensee's intended use is legally permitted). Licensee's use of the Premises is at Licensee's request, and does so with full knowledge and in spite of all risks, both known and unknown.
7. Licensee voluntarily releases, waives, forever discharges, and agrees to hold harmless and indemnify Licensor and its officials, employees and insurers from any and all claims, demands, or causes of action for negligent acts or omissions of Licensee and its elected officials, employees, and agents which are in any way connected with Licensee's use of the Premises due to: (i) the physical condition of the Premises; (ii) obstructions that cause safety hazards to the Premises; and, (iii) the inherent dangers of recreational activities including but not limited to the use of firearms.
8. Licensee hereby represents and warrants that Licensee will obtain or continue to procure a policy of insurance as provided in paragraph 3.
9. Licensee shall make no improvements, changes or alterations to the Premises, and shall not cause any damage or environmental hazards to the Premises.
10. Licensee irrevocably waives the right to file, and further agrees not to file or cause to be filed any claim or litigation regarding any and all matters covered by this Agreement. Licensee acknowledges that if anyone is injured, or property is damaged during Licensee's use of the Premises, that Licensee may be found by a court of law to have waived its right to maintain a lawsuit against Licensor and its elected officials, employees, agents and insurers, on the basis of any claim as such have been released herein.
11. Licensee agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
12. This agreement shall NOT be recorded and may be revoked by Licensor should the property be needed for any governmental purpose as determined in the sole discretion of the Licensor.

The parties acknowledge and represent that each have had a sufficient opportunity to read this entire document and have prior to signing it reviewed it with the assistance of legal counsel or have elected not to review it with the assistance of legal counsel; and, each do further acknowledge and represent that they understood its contents, and shall be legally bound by its terms.

LICENSEE: [CITY GATE CHURCH]

SIGNATURE:

NAME:

TITLE:

Page -2-

Aisha J. Patterson
Aisha J. Patterson
Community Care Director

DATE: 8.2.21

STATE OF OHIO, COUNTY OF WARREN, ss:

Sworn to and subscribed before me, a Notary Public, in the said County and State, by an individual known or proven to me to be Aisha J. Patterson, the authorized representative of the Licensee in the forgoing Agreement, on this 2 day of ~~July~~, 2021.
August



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2028

NOTARY PUBLIC: Krystal Lynn Powell

IN EXECUTION WHEREOF, the Board of Commissioners of Warren County, Ohio, has cause this agreement to be executed on its behalf, by it's President or Vice-President, pursuant to Resolution Number 21-1090, dated ~~July~~ 10, 2021.
August

LICENSOR: [WARREN COUNTY, OHIO]

SIGNATURE: _____
NAME: David G. Young
TITLE: President
DATE: 8.10.21

STATE OF OHIO, COUNTY OF WARREN, ss:

Sworn to and subscribed before me, a Notary Public, in the said County and State, by an individual known or proven to me to be David G. Young, the President or Vice-President of the Board of Commissioners of Warren County, Ohio, on this 10 day of ~~July~~, 2021.
August

[seal]

NOTARY PUBLIC: Krystal Lynn Powell

Approved as to form by :

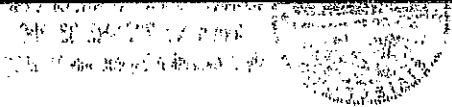
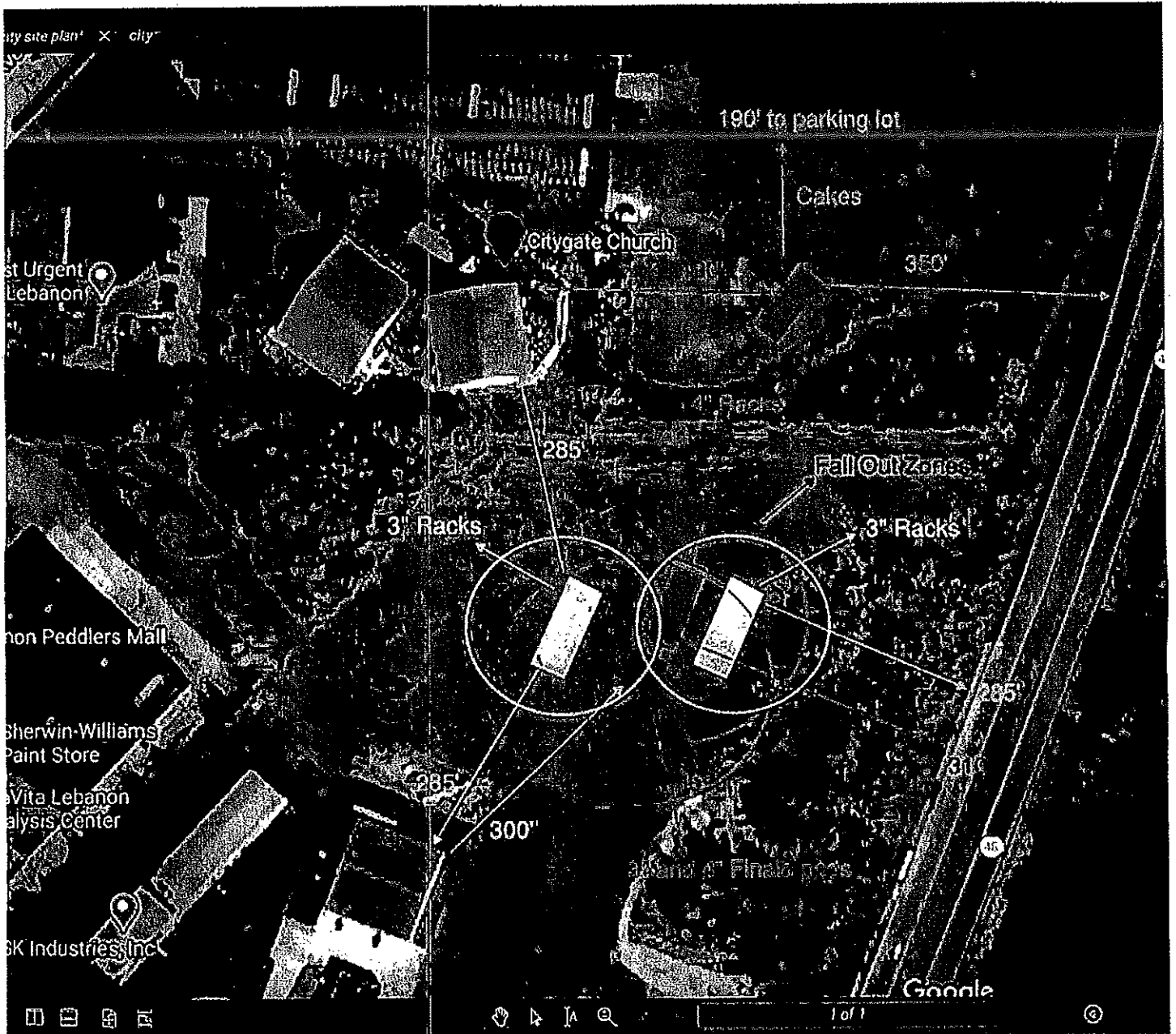
DAVID P. FORNSELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2028

By : [Signature]
Assistant Prosecutor, Adam M. Nice

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2021

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

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

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Compa 509 W Koenig St Grand Island NE 68802	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com	FAX (A/C, No): 308-382-7109
	INSURER(S) AFFORDING COVERAGE	
INSURED Yokum Fireworks LLC 6457 Glenway av #191 Cincinnati OH 45211	INSURER A: NATIONAL FIRE & MARINE INS CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 482553671 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			72LPS039333	3/9/2021	3/9/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

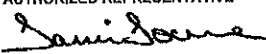
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured applies to the entities listed below per attached form M5350a when required by written agreement.

Date of Display 9/5/2021

Additional Insured list as
Warren County
Inertia LTD
Inertia LTD property located at 1015 Jillora Ct. with 2 buildings and 1014 Jillora Ct Lebanon OH with 1 building

CERTIFICATE HOLDER

CANCELLATION

Citygate Church 1004 Columbus Ave Lebanon Oh 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

SCHEDULE

Name of Person or Organization (Additional Insured):

A person or organization for which designation as an "additional insured" (and subject to Section A below) is required by written contract with the Named Insured.

Location of Covered Operations:

Only the locations at which the Named Insured performs work or operations under written contract with the Additional Insured.

- A. Who Is An Insured (Section II) is amended to include as an insured the person or organization (called "additional insured") shown in the Schedule but only with respect to liability arising out of:**
1. Your ongoing operations performed for the additional insured(s) at the location designated above; or
 2. Your ongoing operations at the location designated above if the additional insured is the owner of the designated location; or
 3. Acts or omissions of the additional insured(s) in connection with their general supervision of such operations.
- B. With respect to the insurance afforded these additional insureds, the following additional provisions apply:**
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
 2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of the additional insured(s) or any of their "employees", agents, or independent contractors, other than the general supervision by the additional insured(s) of your ongoing operations performed for the additional insured(s).
 3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured(s);
 - b. Property in the care, custody, or control of the additional insured(s) or over which the additional insured(s) are for any purpose exercising physical control; or
 - c. "Your work".
 4. "Bodily injury", "property damage" or "personal and advertising injury" occurring after "your work" at the involved designated location has been completed.

Company Name	Policy Number	72LPS017476
National Fire & Marine Insurance Company	Endorsement Effective	06/11/2013 12:01AM
Named Insured	Countersigned by	
Northern Lighter Pyrotechnics, Inc.		

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GLS - 1.5.41.0 - SH(2751) - HOA - 4/25/2013 2:16:13 PM EST

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1091

Adopted Date August 10, 2021

APPROVE AN EMERGENCY REPAIR TO THE HIGH SERVICE PUMP #2 AT THE RICHARD A. RENNEKER WATER TREATMENT PLANT

WHEREAS, the Water Department has discovered that the pump incurred a malfunction causing smoke to be emitted from the lower vents; and

WHEREAS, the pump will need to be pulled, inspected, and repaired by a licensed contractor; and

WHEREAS the repair is critical and time sensitive to maintain the efficient operations of the distribution system for the Richard A. Renneker water system during high demands requiring two high service pumps to be used at one time; and

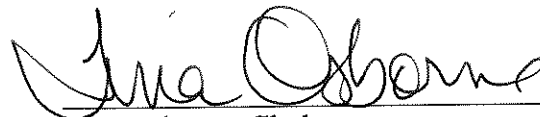
NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXX with Corporate Equipment Company, A DXP Enterprises Company in the amount \$20,000 for pump diagnosis and repair services.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 21-1092

Adopted Date August 10, 2021

COMPENSATE BRIAN L. AND SHANDA HARRIS, HUSBAND AND WIFE, 9395 SNIDER ROAD, MASON, OHIO 45040, FOR THE ATTACHED TEMPORARY DRAINAGE EASEMENT FOR AN ADDITIONAL FIVE (5) YEAR PERIOD

WHEREAS, in August of 2001 it was necessary for the County Engineer to enter onto the property owned by Brian L. and Shanda Harris ("OWNERS"), at 9395 Snider Road, Mason, Ohio 45040 for the purpose of opening an existing ditch and making other drainage improvements for the free passage of storm water for the drainage of highways, in accordance with Ohio Revised Code Section 5543.12; and

WHEREAS, in August of 2001 it was necessary to divert storm water across the rear of the said property of the OWNERS for the drainage of storm water away from the adjacent highway and intersection; and

WHEREAS, this Board, pursuant to Resolution No.02-1739 dated 10-29-02, entered into a purchase contract in order to compensate the OWNERS for the right-of-entry exercised by the COUNTY ENGINEER in August of 2001; and, to acquire and compensate the OWNERS for a temporary drainage easement and right-of entry (recorded in Book 4236 page 435) in order to divert storm water across the rear of their property and maintain the same until future highway and intersection improvements can be funded; and

WHEREAS, for the temporary right-of-entry which was exercised in August of 2001 pursuant to ORC Section 5543.12, thereby entitling the Owners to compensation and damages pursuant to ORC Section 5543.12, the COUNTY ENGINEER and the OWNERS agreed to the sum of \$450.00 as full compensation and damages; and

WHEREAS, for the temporary drainage easement and right-of entry described and illustrated in Exhibits A & B (attached), consisting of 0.0183 acres more or less, the purchase price was \$450.00 per year, for the initial five (5) year period for a total of \$2,250.00; and

WHEREAS, four five (5) year periods have now expired; and the future highway and intersection improvements are not anticipated to occur within the next five years; and per the Purchase Contract the purchase price for the temporary drainage easement has been renegotiated for an additional five (5) year period for an amount of \$650.00 per year for a total of \$3,250.00; and

NOW THEREFORE BE IT RESOLVED, to compensate Brian L. and Shanda Harris, husband and wife, (the Grantors) for the temporary drainage easement for an additional five (5) year period for the renegotiated sum of \$3,250.00. A copy of the Purchase Contract and Easement and Right-of-Entry Agreement is attached hereto and made a part hereof.

RESOLUTION #21-1092
AUGUST 10, 2021
PAGE 2

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Harris, Brian L. & Shanda
Engineer (file)
Easement file
Bruce McGary

PURCHASE CONTRACT

A. PARTIES

The Parties to this agreement are the **Board of Commissioners of Warren County, Ohio**, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "BUYER") and **Brian L. Harris and Shanda Harris**, Husband and Wife, 9395 Snider Road, Mason, Ohio 45040 (hereinafter "SELLERS").

B. OFFER AND ACCEPTANCE; DESCRIPTION OF THE REAL ESTATE

Subject to the terms stated herein, BUYER shall purchase from SELLERS and SELLERS shall sell to BUYER the following:

- 1) A temporary right-of-entry, in, upon and over the lands of the real estate having a Sidwell Number (parcel identification number) #15-02-276-016, as recorded in Deed Book 504, Page 177 of the Warren County Recorder's Office. This temporary right-of-entry was exercised in August of 2001 pursuant to ORC Section 5543.12 in order to install two 18" diameter pipes under Snidercrest Drive for the purpose of draining storm water away from the intersection of Snider Road and Snidercrest Road to prevent flooding of the SELLERS' basement. In addition to all other matters provided for herein, this agreement is to satisfy the requirements set forth in ORC Section 5543.13 wherein the County Engineer, subject to approval of the BUYER, shall agree with the SELLERS as to the amount of compensation and damages already sustained by the SELLERS, and the amount of compensation and damages to be paid by the BUYER for said temporary right-of-entry exercised in August of 2001.
- 2) A temporary drainage easement and right-of-entry for the purpose of draining storm water away from the intersection of Snider Road and Snidercrest Road in, upon and over the lands hereafter described in Exhibit A, which is attached hereto and made a part hereof, and shown in Exhibit B as the hatched area, which is attached hereto and made a part hereof, which is situated in Section 2, Township 3, Range 2, Deerfield Township, Warren County, State of Ohio, being a part of the real estate having a Sidwell Number (parcel identification number) #15-02-276-016, as recorded in Deed Book 504, Page 177 of the Warren County Recorder's Office. This temporary drainage easement shall remain in effect until a permanent storm sewer system has been constructed as part of future roadway and intersection improvements to Snider Road.

C. PURCHASE PRICE

The purchase price for the temporary right-of-entry identified in Paragraph B (1) and the temporary easement and right-of-entry identified in Paragraph B (2) shall be as follows:

- 1) for the temporary right-of-entry, which was exercised in August of 2001 pursuant to ORC Section 5543.12, and compensation and damages pursuant to ORC Section 5543.13, the purchase price shall be \$450.00; and,
- 2) for the temporary drainage easement and right-of-entry described and illustrated in Exhibits A & B, consisting of 0.0183 acres more or less, the purchase price

shall be \$450.00 per year, for a five (5) year period for a total of \$2,250.00; the total purchase price to be paid at closing is Two Thousand Seven Hundred Dollars (\$2,700.00).

D. TERMS AND CONDITIONS

- 1) BUYER and SELLERS agree to execute simultaneously herewith a Easement and Right-of-Entry Agreement.
- 2) BUYER and SELLERS agree that the temporary drainage easement shall remain in effect until a permanent storm sewer system has been constructed as part of future roadway and intersection improvements to Snider Road, at which time the BUYER through its contractor or agent shall remove the two existing 18" diameter pipes under Snidercrest Road and regrade the swale to its original condition as reasonably practical.
- 3) BUYER and SELLERS agree that there is no timeline to be represented or warranted for the future Snider Road Snidercrest Road Improvements, and that it is not anticipated to occur in the next five (5) years.
- 4) BUYER and SELLERS agree that if the temporary drainage easement extends beyond the period of five (5) years, then BUYER and SELLERS shall renegotiate the annual amount to be paid thereafter as compensation for the temporary drainage easement.
- 5) BUYER agrees to maintain the two existing 18" diameter pipes under Snidercrest Road and the existing swale in order to maintain storm water flow across the easement area. BUYER further agrees to maintain appropriate grass cover within the easement area.
- 6) BUYER and SELLERS agree that, if necessary, further grading of a swale or ditch may be completed by BUYER through its contractors or agents, upon the written request for such grading or re-grading by the SELLERS, in order to maintain proper drainage of storm water.
- 7) SELLERS agree to be responsible for mowing the easement area.
- 8) BUYER and SELLERS agree that debris, including trash, within the existing Snidercrest Road right-of-way, shall be monitored and removed by Deerfield Township on a periodic basis.

E. POSSESSION

BUYER shall have immediate access to the real estate upon execution of this contract.

F. CLOSING

This transaction shall be closed upon the BUYER passing a resolution authorizing the execution of the contract and a warrant being issued by the County Auditor within a reasonable period of time thereafter.

G. ENTIRE AGREEMENT: BINDING ON HEIRS, SUCCESSORS, ETC.

This contract constitutes the entire agreement between the parties and there are no oral or written representations which have not been incorporated into this contract. Time is of the essence for all provisions of this contract. All certifications and warranties of SELLERS shall survive the closing, and this agreement is binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said Brian L. Harris and Shanda Harris, husband and wife, the SELLERS herein, have hereunto set their hands on this 29th day of October, Two Thousand Two (2002).

Brian L. Harris
Brian L. Harris, SELLERS

Shanda Harris
Shanda Harris, SELLERS

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 29th day of October, 2002, before me, the subscriber, a Notary Public in and for said State, personally came the individuals known or proven to me to be **Brian L. Harris** and **Shanda Harris**, husband and wife, the SELLERS herein, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

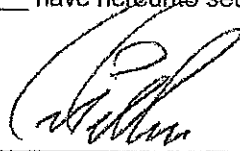
Cora R. Brown
Notary Public

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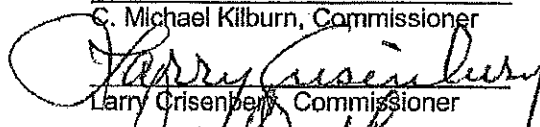


CORA R. BROWN
Notary Public, State of Ohio
My Commission Expires 02-08-06

IN WITNESS WHEREOF, C. Michael Kilburn and/or Larry Crisenbery and/or Pat Arnold South, being at least a majority of the Commissioners of Warren County, Ohio, acting in their official capacity and pursuant to Resolution No. _____ have hereunto set their hands on this _____ day of October, 2002.



C. Michael Kilburn, Commissioner



Larry Crisenbery, Commissioner



Pat Arnold South, Commissioner

STATE OF OHIO, COUNTY OF WARREN, ss.

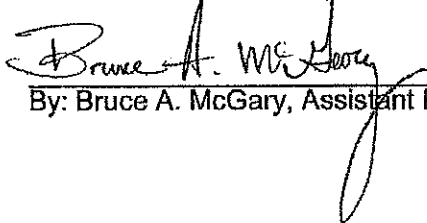
BE IT REMEMBERED, on this ____ day of October, 2002, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be **C. Michael Kilburn** and/or **Larry Crisenbery** and/or **Pat Arnold South**, acting in their official capacity and pursuant to Resolution to act as the BUYER herein, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public

Approved as to form:

TIM OLIVER, PROSECUTING ATTORNEY
OF WARREN COUNTY, OHIO



By: Bruce A. McGary, Assistant Prosecutor

EXHIBIT "A"

EASEMENT FOR DRAINAGE PURPOSES

Situated in Deerfield Township, County of Warren, State of Ohio, and in Section 2, Township 3, Range 2, and bounded and described as follows:

Commencing at an iron pin at the southeast corner of lot sixty-nine (69) of the Snidercrest Subdivision as recorded in Plat Book 2, Pages 278 and 279 and traveling westward along the southerly property line of lot sixty-nine (69) and the northerly right-of-way line of Snidercrest Road South 85°30'00" West a distance of 366.68 feet to the *True Point of Beginning* of the following described tract of land;

thence leaving the southerly property and along the proposed drainage easement North 03°53'24" East a distance of 80.40 feet to a point on the northerly property line;

thence along the northerly property line and along the proposed drainage easement South 85°30'00" West a distance of 10.00 feet to the northwest property corner;

thence along the westerly property line and along the proposed drainage easement South 03°53'24" West a distance of 80.40 feet to the southwest property corner;

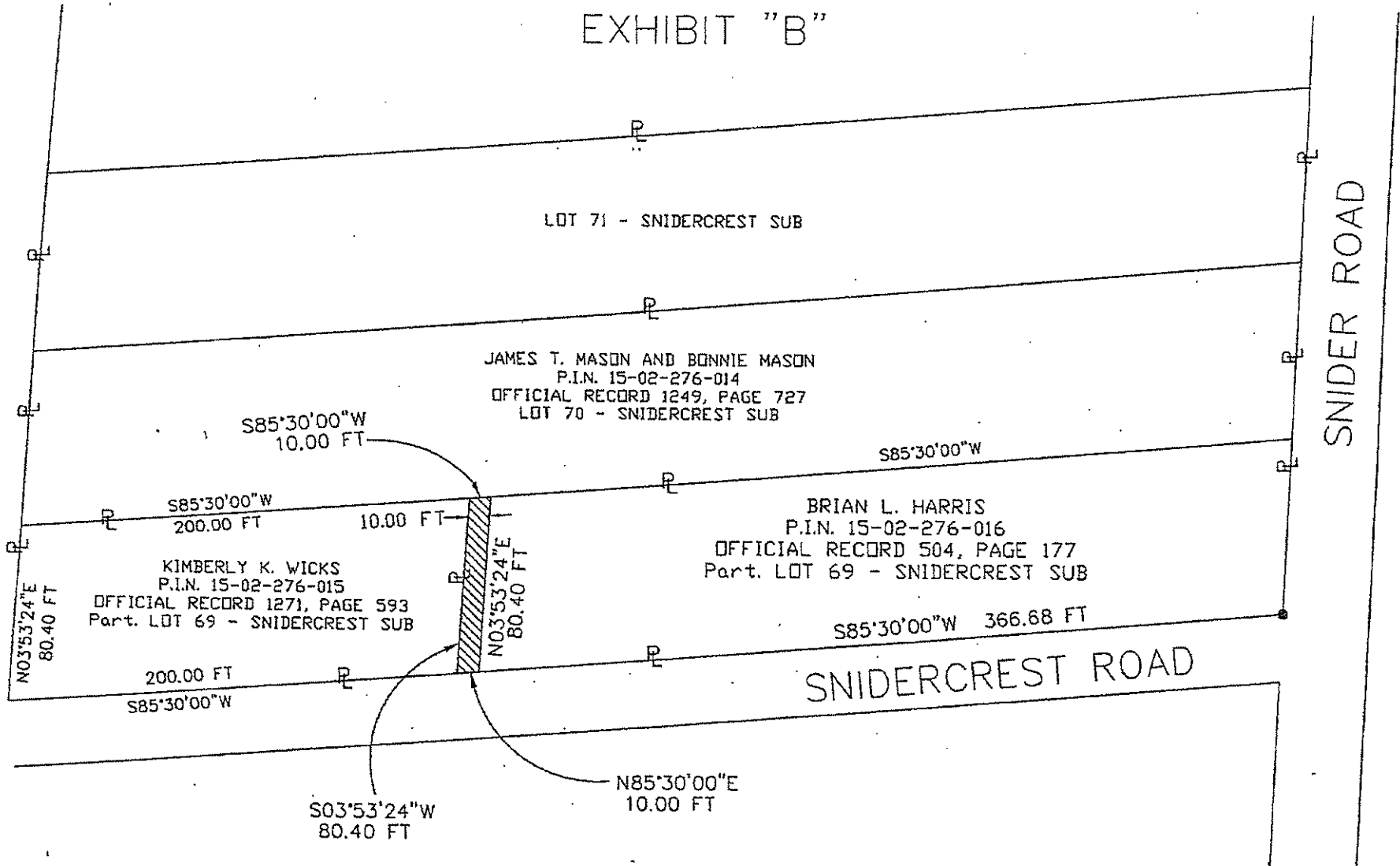
thence along the southerly property line and along the proposed drainage easement North 85°30'00" East a distance of 10.00 feet to the *True Point of Beginning* containing 0.0183 acres more or less.

This legal description is based on the plat for Snidercrest Subdivision recorded in Plat Book 2, Pages 278 and 279.

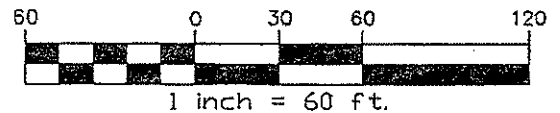
Description prepared under the direction of Neil F. Tunison, P.S., Surveyor # S-7518. The above described real estate is part of the same premises described as recorded in O.R. 504, Page 177 of the Warren County, Ohio Deed Records and is also part of P.I.N. 15-02-276-016.

APPROVED
WARREN CO. MAP DEPT.
DATE 10-17-02
BY Kelly Walker

EXHIBIT "B"



- EXISTING IRON PIN
- AREA OF LAND TO BE DRAINAGE EASEMENT



1168

**EASEMENT AND RIGHT-OF-ENTRY AGREEMENT IN THE NAME OF AND FOR THE
USE OF THE BOARD OF WARREN COUNTY COMMISSIONERS
P.I.N. # 15-02-276-016**

ARTICLES OF AGREEMENT

These articles of agreement, entered into this 18th day of October, 2002 by Brian L. and Shanda Harris, husband and wife, whose mailing address is 9395 Snider Road, Mason, Ohio 45040 (hereinafter the "Grantors"), and the Board of Commissioners of Warren County, Ohio, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

That the Grantors, for and in consideration of the sum of Two Thousand Two Hundred Fifty Dollars (\$2,250.00), and other valuable consideration (as provided for in a separate Purchase Contract executed simultaneously herewith), paid to Grantors by the Grantee, the receipt and sufficiency of which is hereby stipulated, do hereby grant, bargain and sell, convey and release to the Board of Commissioners of Warren County, Ohio, its successors and assigns, a temporary drainage easement and license for the following purposes:

1) for the purpose of draining storm water away from the intersection of Snider Road and Snidercrest Road, upon and over the lands hereafter described as follows: Being situated in Warren County, Ohio, Deerfield Township, Section 2, Township 3, Range 2 and further described as:

TEMPORARY DRAINAGE EASEMENT LEGAL DESCRIPTION

**See Exhibit "A" for details.
See Exhibit "B" for drawing.**

The temporary drainage easement agreement contained herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall remain in effect until a permanent storm sewer system has been constructed as part of future roadway and intersection improvements to Snider Road; and,

2) for the purpose of Grantee's contractors, employees or agents entering upon the property at the request of Grantors in writing to grade or regrade the swale; and,

3) for the purpose of Grantee's contractors, employees or agents removing the two existing 18" diameter pipes under Snidercrest Road and regrading the swale to its original condition as reasonably practical at such future date as the construction of a permanent storm sewer system has been completed as part of the future roadway and intersection improvements to Snider Road. After the permanent storm sewer has been installed, the two 18" pipes have been removed, and the swale has been regraded, the easement and right-of-entry shall expire.

GRANTOR

IN WITNESS WHEREOF, Brian L. Harris and Shanda Harris, husband and wife, as Grantors herein, have hereunto set their hands on this 21 day of October, Two Thousand Two (2002).

Brian L. Harris
Brian L. Harris, Grantor

Shanda Harris
Shanda Harris, Grantor

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 21 day of October, 2002 before me, the subscriber, a Notary Public in and for said state, personally came certain individuals known or proven to me to be Brian L. Harris and Shanda Harris, husband and wife, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Cora R. Brown
Notary Public

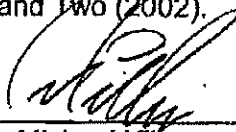
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CORA R. BROWN
Notary Public, State of Ohio
My Commission Expires 02-08-05

GRANTEE

IN WITNESS WHEREOF, C. Michael Kilburn and/or Larry Crisenbery and/or Pat Arnold South, being at least a majority of the Commissioners of Warren County, Ohio, as the Grantee herein, have hereunto set their hands, pursuant to Resolution No. _____, on this 29th day of October, Two Thousand Two (2002).



C. Michael Kilburn, Commissioner

Larry Crisenbery, Commissioner



Pat Arnold South, Commissioner

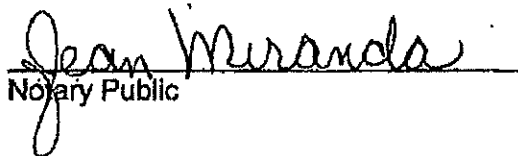
STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 29th day of October, 2002, before me, the subscriber, a Notary Public in and for said state, personally came certain individuals known or proven to me to be C. Michael Kilburn and/or Larry Crisenbery and/or Pat Arnold South, Commissioners of Warren County, Ohio, as the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



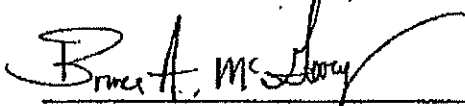
JEAN MIRANDA
MY COMMISSION EXPIRES
MAY 19, 2009



Notary Public

Approved as to Form:

TIM OLIVER, PROSECUTING ATTORNEY
OF WARREN COUNTY, OHIO



By: Bruce A. McGary, Assistant Prosecutor

BOOK 4236 PAGE 437

EXHIBIT "A"

EASEMENT FOR DRAINAGE PURPOSES

Pt. 15-02-276-016 E/R

Situated in Deerfield Township, County of Warren, State of Ohio, and in Section 2, Township 3, Range 2, and bounded and described as follows:

Commencing at an iron pin at the southeast corner of lot sixty-nine (69) of the Snidercrest Subdivision as recorded in Plat Book 2, Pages 278 and 279 and traveling westward along the southerly property line of lot sixty-nine (69) and the northerly right-of-way line of Snidercrest Road South 85°30'00" West a distance of 366.68 feet to the *True Point of Beginning* of the following described tract of land;

thence leaving the southerly property and along the proposed drainage easement North 03°53'24" East a distance of 80.40 feet to a point on the northerly property line;

thence along the northerly property line and along the proposed drainage easement South 85°30'00" West a distance of 10.00 feet to the northwest property corner;

thence along the westerly property line and along the proposed drainage easement South 03°53'24" West a distance of 80.40 feet to the southwest property corner;

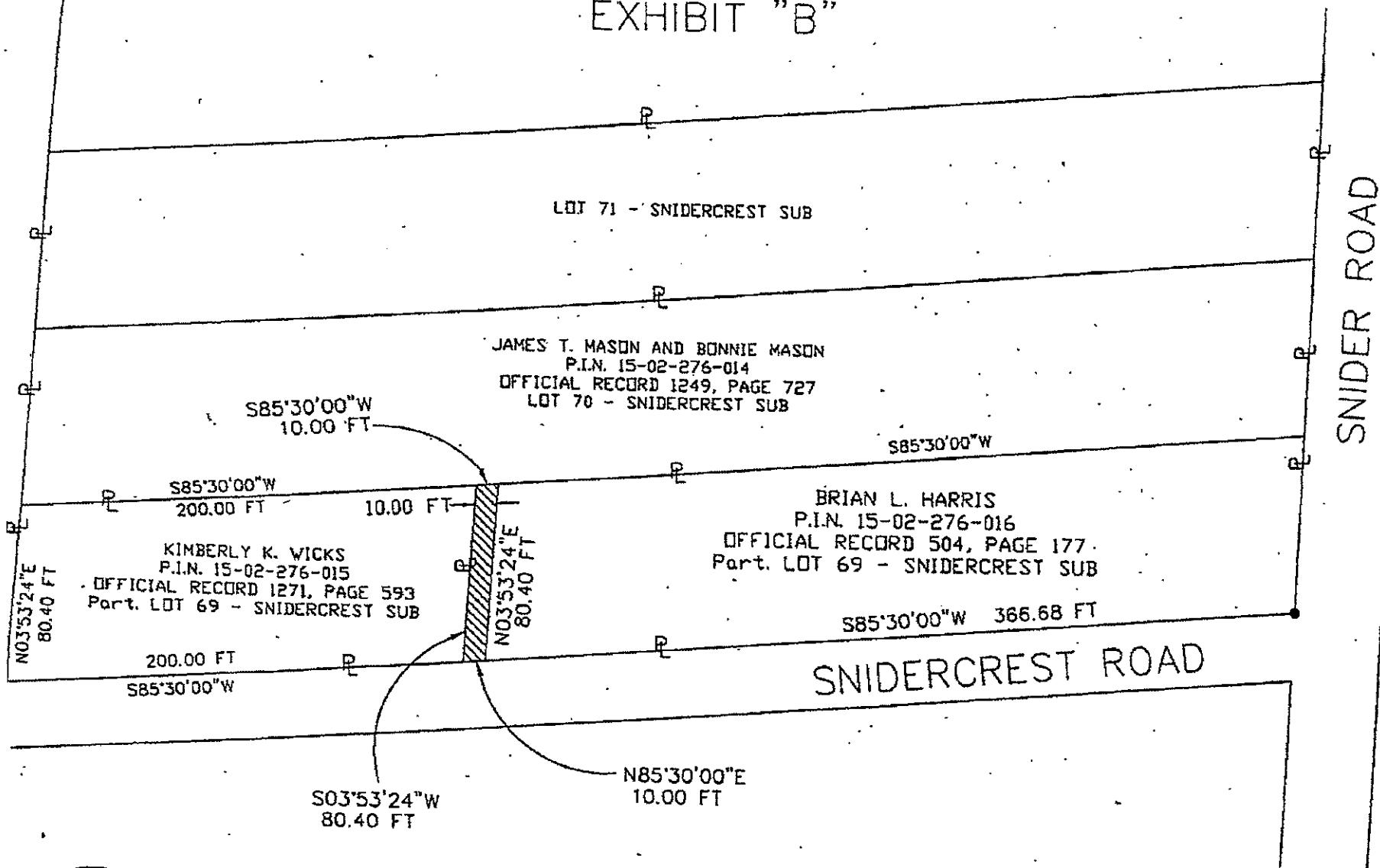
thence along the southerly property line and along the proposed drainage easement North 85°30'00" East a distance of 10.00 feet to the *True Point of Beginning* containing 0.0183 acres more or less.

This legal description is based on the plat for Snidercrest Subdivision recorded in Plat Book 2, Pages 278 and 279.

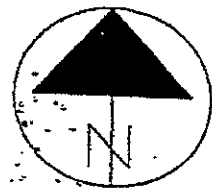
Description prepared under the direction of Neil F. Tunison, P.S., Surveyor # S-7518. The above described real estate is part of the same premises described as recorded in O.R. 504, Page 177 of the Warren County, Ohio Deed Records and is also part of P.I.N. 15-02-276-016.

APPROVED
WARREN CO. MAP DEPT.
DATE 10-17-02
BY Kelly Walker

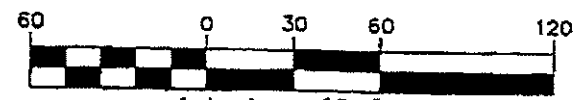
EXHIBIT "B"



BOOK 4236 PAGE 439



- EXISTING IRON PIN
- ▨ AREA OF LAND TO BE DRAINAGE EASEMENT





Resolution

Number 02-1739

Adopted Date October 29, 2002

ENTER INTO AN EASEMENT AND RIGHT-OF-ENTRY AGREEMENT AND PURCHASE CONTRACT WITH BRIAN L. AND SHANDA HARRIS, HUSBAND AND WIFE, 9395 SNIDER ROAD, MASON, OHIO 45040.

WHEREAS, in August of 2001 it was necessary for the County Engineer to enter onto the property owned by Brian L. and Shanda Harris ("OWNERS"), at 9395 Snider Road, Mason, Ohio 45040 for the purpose of opening an existing ditch and making other drainage improvements for the free passage of storm water for the drainage of highways, in accordance with Ohio Revised Code Section 5543.12; and,

WHEREAS, in August of 2001 it was necessary to divert storm water across the rear of the said property of the OWNERS for the drainage of storm water away from the adjacent highway and intersection; and,

WHEREAS, it is necessary to enter into a purchase contract in order to compensate the OWNERS for the right-of-entry exercised by the COUNTY ENGINEER in August of 2001; and, to acquire and compensate the OWNERS for a temporary drainage easement and right-of entry in order to divert storm water across the rear of their property and maintain the same until future highway and intersection improvements can be funded; and,

WHEREAS, for the temporary right-of-entry which was exercised in August of 2001 pursuant to ORC Section 5543.12, thereby entitling the Owners to compensation and damages pursuant to ORC Section 5543.12, the COUNTY ENGINEER and the OWNERS have agreed to the sum of \$450.00 as full compensation and damages; and,

WHEREAS, for the temporary drainage easement and right-of entry described and illustrated in Exhibits A & B (attached), consisting of 0.0183 acres more or less, the purchase price shall be \$450.00 per year, for a five (5) year period for a total of \$2,250.00.

NOW THEREFORE BE IT RESOLVED, to enter into a Purchase Contract to compensate the OWNERS for the temporary right-of-entry exercised by the COUNTY ENGINEER in August of 2001 for the sum of \$450.00; and, to acquire and compensate the OWNERS for a temporary drainage easement and right-of entry for the sum of \$2,250.00. One warrant shall be issued by the County Auditor for both of the above items for a grand total of \$2,700.00. A copy of the Purchase Contract signed by the OWNERS is attached hereto and made a part hereof.

RESOLUTION # 02-1739
OCTOBER 29, 2002
PAGE

BE IT FURTHER RESOLVED to enter into an Easement and Right-of-Entry Agreement.
A copy of the Easement and Right-of-Entry Agreement signed by the OWNERS, which incorporates the legal descriptions for the temporary drainage easement and right-of-entry is attached hereto and made a part hereof.

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

Mr. Kilburn - yea
Mr. Crisenbery - yea
Mrs. South - yea

Resolution adopted this 29th day of October, 2002.

BOARD OF COUNTY COMMISSIONERS

Tina Davis
Tina Davis, Clerk

cc: Engineer (file)
Easement file
Prosecutor
Shanda Harris

CERTIFIED COPY
WARREN COUNTY COMMISSIONERS
Resolution No. 02-1739
Date Adopted October 29, 2002
Tina Davis
Clerk

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

JUL 29 2002

AUDITOR, WARREN CO., OHIO
NICK NELSON

BEITH RECORDS - WARREN COUNTY RECORDS
Doc #: 604540 Type: ESM
Filed: 7/07/2006 12:03:42 - 4
IR Volume: 4236 Pages: 435 Return:
Rec'd: 13309
Pages:
WARREN COUNTY ENGINEERS

BOOK 4236 PAGE 441

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1093

Adopted Date August 10, 2021

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

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

- 2 Inmate housing chairs - damaged
- Kitchen Cart – no longer operable
- 2 Shelving units – damaged
- Riot Shield – damaged
- 9 Gas mask filters - expired

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

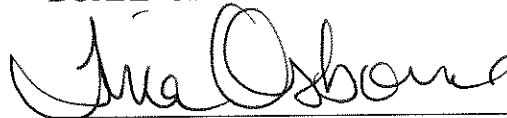
NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
Auditor – B. Quillen

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1094

Adopted Date August 10, 2021

APPROVE AND AUTHORIZE PRESIDENT PF THE BOARD TO ENTER INTO AN AGREEMENT WITH WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION ON BEHALF OF THE WARREN COUNTY TRANSIT SERVICE

BE IT RESOLVED, to approve and authorize President of the Board to enter into an agreement with Warren County Job and Family Services, Human Services Division on behalf of the Warren County Transit Service, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Human Services
Transit (file)

**WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
TRANSPORTATION CONTRACT
WITH
THE WARREN COUNTY TRANSIT SERVICES**

This Vendor Contract is made and entered into this 10 day of AUGUST by the Warren County Board of County Commissioners on behalf of the Warren County Job and Family Services, Division of Human Services, hereafter known as "WCDJFS", with offices located at 416 South East Street and the Warren County Transit Services, hereafter known as "WCTS", with offices located at 406 Justice Drive, Lebanon, Ohio.

Pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the County Department of Human Services is authorized to execute vendor agreements with a provider of transportation services that have followed procurement regulations to obtain that service for the County.

Each county department of human services is required to implement a "Community Non-Emergency Transportation (NET) Plan. It is a statewide program administered by the WCDJFS to provide transportation to and from medical providers who meet provider participation requirements in accordance with Chapter 5160-15 of the Administrative Code and who are providing Medicaid covered service(s) defined as reimbursable service(s) in accordance with Chapters 5160-1 of the Ohio Administrative Code. NET is the provision of transport that also requires the use of the most cost-effective mode(s) of transportation that addresses the consumer's medical condition and timeliness concerns and only to Medicaid covered services that are within the consumer's community as defined in Rule 5160-24-03 of the Administrative Code, unless specific service is not available within the community.

In accordance with Title IV-A, Federal regulations, State law and the Title IV-State plan, prepared under Section 5101.80 of the Ohio Revised Code and amendments to the plan, WCDJFS shall establish and administer a work activity program to include the activities established under Section 5107.50, 5107.52 and 5107.58 of the Ohio Revised Code, including unsubsidized employment activities, on-the-job training activities, community service activities, vocational educational training activities, jobs skill training and educational activities for minor heads of household and adults participating in Ohio Works First (OWF) Program. WCDJFS is required to provide support services necessary for the participants to attend the work activity assignment with needed services specified in the employability plan, including transportation to and from the required activity as well as transportation to get child/ren to and from day care as needed. WCDJFS provides free transit tickets to the participants for the required transportation purposes.

In accordance with 5101:4-3-32 of the Ohio Administrative Code WCDJFS is responsible for arranging or providing necessary supportive services for individuals receiving Food Assistance Benefits who are required to participate in the Food Assistance Employment and Training Program (FAET). WCDJFS will provide transportation services through Warren County Transit for those participants who are required to attend a work activity assignment under the FAET program.

In accordance with 5101:2-25-01 of the Ohio Administrative Code under Title XX WCDJFS can arrange for travel including travel costs of individuals in order to access services or obtain medical care or employment.

The following are the terms of this Contract:

1. PURCHASE OF SERVICES:

Subject to the terms and conditions set forth in this Contract and any attached exhibits (such exhibits are deemed to be part of this Contract as fully as is set forth herein), WCDJFS agrees to purchase from, and WCTS agrees to furnish to eligible individuals those specific services detailed in this Vendor Contract.

2. **CONTRACT PERIOD:**

This Contract shall be effective from **July 1, 2021 through and including June 30, 2022**, unless otherwise terminated.

3. **AVAILABILITY OF FUNDS:**

Payment for all services provided in accordance with the provisions of this Contract are contingent upon the availability and will not exceed the total of Local, State, and Federal matching funds as follows:

Federal (Title XX) funds	\$5,000
Temporary Assistance to Needy Families (TANF) Funds	\$5,000
Community Non-Emergency Transportation (NET) Funds	\$5,000
FAET Participation Allowance	\$2,000
TOTAL COST	\$17,000

Federal Title XX funds shall be available to counties at a rate between seventy-five (75) per cent and one hundred (100) per cent of the cost of the services.

Temporary Assistance to Needy Families (TANF) funds shall be used for Work Activity related transportation of OWF work activity required participants as transportation is a required support service (Ohio Revised Code 5107.66).

The Community Non-Emergency Transportation (NET) program is reimbursable to the county on a dollar per dollar funds used for that purpose.

The FAET Participant Allowance allocation reimburses the county for any participant expense including county contracts. Allowable participant expenses include transit tickets for FAET participants.

The total cost of this **Vendor Contract cannot exceed \$17,000 for the period of July 1, 2021 thru and including June 30, 2022.**

If funds are not allocated and/or available for the continuance of this Contract, this Contract can be terminated by WCDJFS at the end of the period for which funds are available. WCDJFS shall notify WCTS at the earliest possible time of the shortage of funds, with a termination or reduction of Services date. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchased and/or total Contract dollars. No penalty shall apply to Contractor in the event this provision is exercised and WCDJFS shall not be obligated nor liable for any future payments due.

4. **COST, DELIVERY AND DESCRIPTION OF PURCHASED SERVICES:**

Subject to limitations specified in Article 3 hereof, the amount to be paid for such purchased services will be based on the following criteria:

Reimbursement under this Contract will be by fixed unit rates:

<u>In-County:</u>	\$3.00 general public; in-county and Greater Dayton RTA South Hub (one way)
<u>Universal Transportation Systems Contracted NET Rides under Contract Resolution # 16-0929 -Moved to Warren County Transit:</u>	\$3.00 (one way)
<u>Middletown:</u>	\$3.00 Middletown Service (one way)

<u>Elderly and Disabled (E & D):</u>	\$1.50 Warren County and Greater Dayton RTA South Hub (one way). To be eligible for reduced fares, passengers must complete an E & D application and be eligible for NET.
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Any rate changes must be submitted by WCTS in writing to the WCDJFS who will amend the current Contract to reflect such changes.

Universal Transportation Systems, is the current designated service provider (by the Warren County Board of Commissioners) of the Warren County Transit System as contracted by the Warren County Board of Commissioners.

WCTS shall operate each week-day (Monday thru Friday) from 6 A.M. until 6:30 P.M. The WCTS is available to the general public during that time and the above quoted rates are the one (1) way fare charged any transit rider.

With at least forty-eight (48) hours notice, rides may be scheduled to and/or from any destination within Warren County and Middletown Service for a fee of \$3.00 per one way.

The fee for the elderly and disabled is \$1.50 for in-county and Greater Dayton RTA South Hub. There is no reduced fare for the elderly and disabled to Middletown. Again, this is with at least forty-eight (48) hour notice.

All trip requests will be scheduled based on availability.

If a personal care attendant (PCA) is required for a passenger for whom WCDJFS has approved transportation services, that PCA shall ride without paying a fare if he/she accompanies the passenger who needs the PCA to and from his/her destination. Whenever the ride is scheduled, either by WCDJFS or the consumer, Provider must be notified that a PCA will be accompanying the consumer.

The policies established by WCTS shall be observed by all WCDJFS consumers. WCTS is responsible for notifying WCDJFS of any changes in policies.

5. PAYMENT FOR PURCHASED SERVICES:

Service Provider shall, by the fifteenth (15th) working day of each month, submit an invoice to the WCDJFS for purchased services rendered to eligible individuals for the preceding calendar month. Tickets issued by WCDJFS shall bear a distinctive stamp and/or be a distinctive colored ticket to identify to which category/service they belong: Title XX, NET Transportation, FAET, or TANF Work Activity Tickets. The invoice shall state the number of tickets served in each category with a combined total number of tickets for the calendar month and total cost for those tickets. The collected tickets must be attached with the invoice. The WCDJFS will review such invoice for completeness and the required information. Should WCDJFS find any discrepancies in the ticket count, rate charges, mathematical errors, non-covered services or any questionable information, WCTS shall be contacted for assistance in any corrections that may be needed. A correct and final invoice will be submitted to Warren County Grants Administration to sign and submit back to WCDJFS for payment. WCDJFS shall make payment within thirty (30) days of receipt of a correct dated and signed invoice. The reported expenditures are subject to audit by appropriate Federal, State or Local officials or an independent audit.

6. **DUPLICATE BILLING:**

WCTS certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis. WCTS warrants that claims made to the WCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of funding for the same services. WCTS warrants that claims made to WCDJFS for payment for services provided shall be for actual services rendered to the eligible individuals who are not eligible for payment from another source.

7. **FEES:**

WCTS understands that a consumer, for whom services are provided, may be required to pay a fee.

8. **ELIGIBILITY FOR SERVICES:**

WCDJFS shall determine eligibility for all customers for whom WCTS bills WCDJFS directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Section 5101:2-25-07 (2) (a); 5101:3; 5101:3-24-03; 5101.80, 5107.50, 5107.52 and 5107.58 of the Ohio Administrative Code and WCDJFS.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this Contract supplement and do not supplant existing services.

The "declaration" method of eligibility determination may be used by WCDJFS. The WCDJFS shall determine the eligibility for the Title XX, NET, FAET, and OWF customers. Tickets shall be provided to FAET participants for delivery of transportation services related to the Food Assistance Employment and Training Program and to OWF participants to attend the required work assignment, including transit tickets to get child/ren to and from day care as needed and to NET participants for transportation to and from eligible medical treatment as needed. Title XX for travel including travel costs of individuals in order to access services or obtain medical care or employment.

9. **REFERAL PROCEDURES:**

If an individual initially applies to WCTS, WCTS will inform them how to contact WCDJFS. WCTS shall not determine any eligibility and shall not bill WCDJFS for any customer trips not approved by WCDJFS or by Universal Transportation Systems under the contract they hold with Warren County Job and Family Services, Division of Human Services. Any recipient who WCDJFS has approved payment for transportation shall have the correct ticket with the required information on it.

10. **ELIGIBILITY DETERMINATION RECORDS:**

WCDJFS shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual for the appropriate time period as detailed in the County Record Retention Rule.

11. **AVAILABILITY AND RETENTION OF RECORDS:**

WCTS shall maintain and preserve all financial service records related to this Contract, including any other documentation used in the administration of this program, in its possession for the appropriate time period as detailed in the County Record Retention Rules. WCTS will assure the maintenance of such records and other documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the WCDJFS.

If any litigation, claim, negotiation, audit, or other action involving the records is commenced before expiration of the County Record Retention Rules time period, WCTS shall retain the records until completion of the action and all appeals which arise from it.

12. **RESPONSIBILITY FOR AUDIT:**

If requested by the Director of the WCDJFS, WCTS shall be subject to an independent audit of the required records they must maintain and preserve. Copies of the audit must be made available to the WCDJFS.

13. **AUDIT EXCEPTIONS:**

WCTS agrees to accept responsibility for receiving, replying to and complying with any audit exceptions by appropriate State, Federal, or local audit directly related to the provisions of this Contract.

14. **OVERPAYMENT REFUND:**

WCTS agrees to repay WCDJFS the full amount of any overpayment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified, the WCDJFS shall withhold the overpayment from monies due the WCTS. WCTS recognizes and agrees that the WCDJFS may withhold any money due and recover through appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

15. **CONFIDENTIALITY OF INFORMATION:**

The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound to the same standards of confidentiality laws and regulations applicable to the programs under which this Contract is funded.

16. **CIVIL RIGHTS:**

WCDJFS and WCTS agree that as a condition of this Contract, there shall be no discrimination against any applicant, client or recipient because of race, color, sex, religion, national origin, physical limitations or any other factor as specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that WCTS will comply with all appropriate Federal, State and Local laws regarding such discrimination. Any party failing to comply with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of Contract.

17. **TERMINATION:**

The Contract shall terminate immediately if WCTS fails to meet all licensing requirements imposed by law. This Contract may also be terminated on the basis of adverse findings in an audit required or permitted herein. Either party shall have the right to abandon or cancel this Contract at any time prior to the specific completion date by giving thirty (30) day written notice to the other party or if there a material breach of a term of the Contract which is not corrected within thirty (30) days. The Contract may also be terminated for lack of funding.

In the event of termination, WCTS shall be entitled to compensation, upon the submission of proper invoice, for work performed prior to the notice of termination. The WCDJFS shall not be liable for any further claims.

18. **AMENDMENT OF CONTRACT:**

This Contract may be amended, as needed, at any time by a written amendment signed by all parties and approved by Resolution of the Warren County Board of Commissioners.

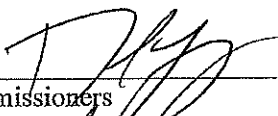
19. **PUBLICITY:**
In any publicity reference including media release, information pamphlets, etc., on the services provided under this Contract, it will be clearly stated that the project is in part funded under the State of Ohio's service programs through Federal and State reimbursement.
20. **INSURANCE:**
WCTS shall maintain verification that Service Provider maintain liability insurance in an amount not less than \$1,000,000 for this program. WCDJFS and Warren County Commissioners shall be named as additional insured. Any change or lapse in insurance coverage or named insured shall be reported to WCTS, WCDJFS and the Warren County Board of Commissioners prior to the effective date of such change. Such insurance shall be primary to any insurance coverage of WCDJFS or the Warren County Board of Commissioners.
21. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:**
WCTS agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the allocable HHS regulations (45CFT 84) and all guideline and interpretations issued pursuant thereto. Any party failing to comply with this paragraph may be subject to investigation by the office of Civil Rights of the Department of Health and Human Services and Termination of this Contract.
22. **COMPLIANCE WITH LAW:**
WCTS shall abide by all policies promulgated by ODHS and WCDJFS, all applicable Federal, State and Local laws and regulations and all applicable guidelines of Federal, State and Local Auditors.
23. **ENTIRE CONTRACT:**
This Contract contains the entire Contract between the WCTS, WCDJFS and the Warren County Board of Commissioners with respect to the subject matter thereof, and superseded all prior written or oral agreements between the parties. No representation, promises, understanding or agreements, or otherwise, not herein contained shall be of any force or effect.
24. **CONSTRUCTION:**
Should any portion of the Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of the Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.
25. **WAIVER:**
No waiver by either party of any breach of any provision of this Contract, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or constructed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.
26. **GOVERNING LAW:**
This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.
27. **RELATIONSHIP OF THE PARTIES:**
Whether this Contract refers to WCTS, WCDJFS or the Warren County Board of Commissioners, this term shall include the agents, employees or authorized representatives of each party.

28. **WARRANTY:**
 WCTS warrants that its services shall be performed and/or provided in a professional and work like Manner, in accordance with applicable professional standards.
29. **NOTICES:**
 All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

TO: Warren County Job and Family Services, Division of Human Services
 416 South East Street
 Lebanon, Ohio 45036

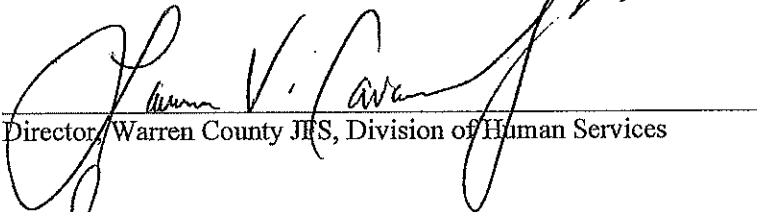
To: Warren County Transit Services
 406 Justice Drive
 Lebanon, Ohio 45036

**WARREN COUNTY JOB AND FAMILY SERVICES
 DIVISION OF HUMAN SERVICES**



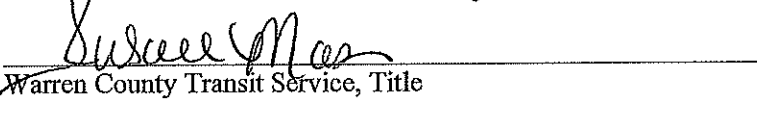
 President, Warren County Board of Commissioners

8-10-21
 Date



 Director, Warren County JFS, Division of Human Services

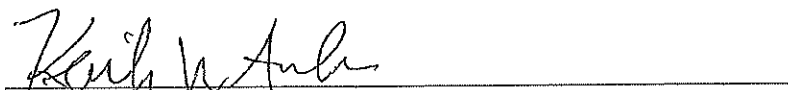
8/2/2021
 Date



 Warren County Transit Service, Title

8-2-21
 Date

Approved to Form:



 Keith Anderson, Assistant Prosecutor

7-29-2021
 Date

Resolution

Number 21-1095

Adopted Date August 10, 2021

AUTHORIZE THE COUNTY ADMINISTRATOR TO ACCEPT CHANGE ORDER #001147 FROM SECURE CYBER DEFENSE, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Secure Cyber Defense, LLC was awarded bid per Resolution 21-0694 dated May 25, 2021 for Endpoint Detection and Response Project for the Warren County Public Safety Systems; and

WHEREAS, Secure Cyber Defense, LLC has provided change order #001147 installations of Endpoint Detection and Response (EDR) and the migration to prevention mode for Warren County endpoints are deemed complete as of July 26, 2021 as attached herein; and

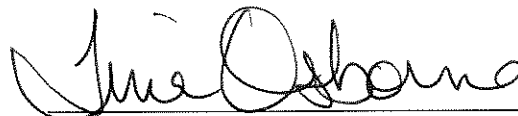
NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to accept change order #001147 from Secure Cyber Defense, LLC on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1096

Adopted Date August 10, 2021

ENTER INTO A BUSINESS ASSOCIATE AGREEMENT WITH DEERFIELD TOWNSHIP
FIRE DISTRICT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS


BE IT RESOLVED, to enter into a Business Associate Agreement with Deerfield Township Fire District on behalf of Warren County Telecommunications. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Deerfield Township
Telecom (file)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between City of Deerfield Twp Fire Department (“Covered Entity”) and Warren County Board of Commissioners on behalf of Warren County Telecommunications (“Business Associate”), effective as of 8.10.21 (“Effective Date”).

RECITALS

Deerfield Twp Fire Department is a “Covered Entity” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the “Standards for Privacy of Individually Identifiable Health Information” (the “Privacy Rule”) and Subpart C, together with the definitions in Subpart A, is known as the “Security Standards for the Protection of Electronic Protected Health Information” (the “Security Rule”) (the Privacy Rule and the Security Rule are collectively called the “Privacy and Security Rules”).

Covered Entity and Business Associate are parties to an agreement wherein Business Associate shall store, maintain, transfers, and make available in a secure manner certain Protected Health Information on behalf of Covered Entity (“Underlying Agreement”). In connection with Business Associate’s provision of services to Covered Entity, Covered Entity discloses to Business Associate “Protected Health Information” (“PHI”), including “Electronic Protected Health Information” (“ePHI”), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate’s use, disclosure, maintenance and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate’s provision of services to Covered Entity, when coupled with Covered Entity’s disclosure of PHI to Business Associate, makes Business Associate a “business associate” of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, “HITECH”), including the Omnibus Final Rule, that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH and the Omnibus Final Rule require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with the requirement to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity’s disclosure of PHI to Business Associate, and Business Associate’s use, disclosure and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such use, disclosure or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the Privacy and Security Rules regarding the use and disclosure

of PHI and ePHI, pursuant to this Agreement and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.
- (b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- (c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.
- (d) "Encryption" means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as set forth in 45 CFR 164.304.

2. Scope of Uses and Disclosures by Business Associate.

- (a) In General. Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Covered Entity.
- (b) Use of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Disclosure of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate, in writing, within five (5)

business days, of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Data Aggregation. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (e) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and the Omnibus Final Rule) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.
- (f) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH and the Omnibus Final Rule, Business Associate agrees that it will not receive direct or indirect remuneration for any exchange of PHI not otherwise authorized without individual authorization, unless (i) specifically required for the provision of services under the Underlying Agreement (ii) for treatment purposes; (iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.
- (g) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).

3. Obligations of Business Associate.

- (a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- (b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.
- (c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this Agreement or applicable law.
- (d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this Agreement of which Business Associate becomes aware within five (5) business days.

- (e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, to the same extent Business Associate is required to comply.
- (f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule, subject to any applicable legal privileges.
- (g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, as required by HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than five (5) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, as required by HITECH.
- (h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity.
- (i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.
- (j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative, physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:

- (i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);
 - (ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);
 - (iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security);
 - (iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and
 - (v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.
- (k) Encryption of ePHI. Business Associate and its subcontractors, if applicable, will store all PHI and/or ePHI, including all PHI and/or ePHI stored on any portable or laptop computing device or any portable storage medium as part of Business Associate's designated backup and recovery processes, in encrypted form using a commercially supported encryption solution that complies with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII" and which has been tested and judged to meet the standards set forth by the National Institute of Standards and Technology in Special Publications 800-111, 800-52, 800-77, 800-113, or others which are Federal Information Processing Standards (FIPS) 140-2 validated, as applicable. Business Associate agrees to encrypt ePHI transmitted by the Business Associate over a public network and agrees that it will only transmit or exchange Protected Health Information using secure HTTPS or SFTP or equivalent.
- (l) Paragraph Not Used.
- (m) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than five (5) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach, (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach, (iii) a description

of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach, (iv) any preliminary steps taken to mitigate the damage, and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense.

4. Term and Termination.

- (a) Term of the Agreement. The term of this Agreement begins on the Effective Date and ends when all of the PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. To the extent it is infeasible for Business Associate to return or destroy the PHI, upon the agreement of Covered Entity, protections shall be extended to that PHI in accordance with the termination provisions in this Section.
- (b) Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement.
- (c) Automatic Termination. This Agreement will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.
- (d) Effect of Termination. Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, upon the agreement of Covered Entity, then Business Associate will extend the protections of this Agreement to the PHI and will limit

further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5. Agreement. Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, the Omnibus Final Rule and any other implementing regulations or guidance.
6. Insurance. Unless greater coverage is required under any other agreement between Covered Entity and Business Associate, Business Associate shall maintain or cause to be maintained a policy or policies of insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules and any other implementing regulations or guidance, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents under the Underlying Agreement or this Agreement.
7. Paragraph Not Used.
8. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule.
9. Survival. The obligations of Business Associate under Sections 4(d) and 7 of this Agreement survive any termination of this Agreement.
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Independent Contractor Status. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this Agreement shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein, Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement.
12. General Administrative Provisions.
 - (a) Any notices required by this Agreement will be sent to the latest known address of either party by (i) facsimile, email, registered or certified mail or by private delivery service that provides receipts to the sender and recipient, (ii) personally delivered

or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal, (ii) the date shown on the registered mail, certified mail or private delivery service receipt, (iii) the date personally delivered, or (iii) two business days after the date of mailing of a notice sent by regular mail.

- (b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purpose.
- (c) In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.
- (d) The waiver by a party of any breach of any term, covenant, or condition in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.
- (e) This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.
- (f) This Agreement may be executed in one or more counterparts, any one of which may be considered an original copy.

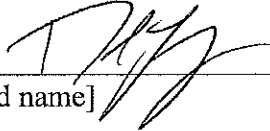
COVERED ENTITY:

BUSINESS ASSOCIATE:

Deerfield Twp Fire Department

Warren County Board of Commissioners
on behalf of
Warren County Telecommunications

By: CHRIS EISELE
[Printed name]

By: 
[Printed name]

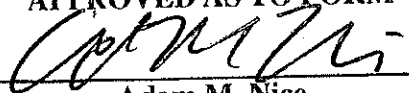
Title: FIRE CHIEF

Title: President

Date: 07-26-2021

Date: 8-10-21

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1097

Adopted Date August 10, 2021

ACKNOWLEDGE RECEIPT OF JULY 2021 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the July 2021 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) _____
S. Spencer
Tina Osborne

Financial Statement for 2021 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	66,044,471.59	7,087,006.03	5,275,473.65	67,856,003.97	145,564.54	68,001,568.51
2201	SENIOR CITIZENS SERVICE LEVY	12,407,065.86	0.00	514,650.77	11,892,415.09	0.00	11,892,415.09
2202	MOTOR VEHICLE	7,348,482.28	1,093,077.01	1,910,665.96	6,530,893.33	1,507,191.07	8,038,084.40
2203	HUMAN SERVICES	760,755.96	645,702.12	447,292.96	959,165.12	159,630.07	1,118,795.19
2204	COVID19 EMERGENCY RENTAL ASSIS	8,538,325.17	1,818.07	29,204.14	8,510,939.10	43,704.99	8,554,644.09
2205	BOARD OF DEVELOPMENTAL DISABIL	39,075,028.60	220,601.03	1,180,196.29	38,115,433.34	254,951.45	38,370,384.79
2206	DOG AND KENNEL	770,404.26	17,806.63	52,210.97	735,999.92	15,479.09	751,479.01
2207	LAW LIBRARY RESOURCES FUND	192,374.94	26,872.86	36,446.75	182,801.05	164.00	182,965.05
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	22,784,344.00	0.00	0.00	22,784,344.00	0.00	22,784,344.00
2215	VETERAN'S MEMORIAL	5,792.34	50.00	0.00	5,842.34	0.00	5,842.34
2216	RECORDER TECH FUND 317.321	478,438.91	15,960.75	15,475.46	478,924.20	154.98	479,079.18
2217	BOE TECHNOLOGY FUND 3501.17	1,865,641.16	0.00	0.00	1,865,641.16	0.00	1,865,641.16
2218	COORDINATED CARE	638,523.42	108,564.34	48,426.50	698,661.26	29,602.50	728,263.76
2219	WIRELESS 911 GOVERNMENT ASSIST	356,765.70	2,144.79	12,928.97	345,981.52	0.00	345,981.52
2220	CP INDIGENT DRVR INTRLK/MONITG	8,139.33	0.00	0.00	8,139.33	0.00	8,139.33
2221	CC/MC INDIGENT DRIVER INTERLOC	113,132.28	1,142.64	0.00	114,274.92	0.00	114,274.92
2222	JUV INDIGENT DRIVER INTERLOCK	2,044.87	50.00	0.00	2,094.87	0.00	2,094.87
2223	PROBATE/JUVENILE SPECIAL PROJ	262,209.02	3,358.77	2,863.11	262,704.68	0.00	262,704.68
2224	COMMON PLEAS SPECIAL PROJECTS	225,507.78	5,362.00	5,153.97	225,715.81	1,500.00	227,215.81
2227	PROBATION SUPERVISION 2951.021	697,513.62	5,818.46	0.00	703,332.08	0.00	703,332.08
2228	MENTAL HEALTH GRANT	104,414.69	1,250.00	1,250.00	104,414.69	0.00	104,414.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,459,447.75	53,464.99	0.00	2,512,912.74	0.00	2,512,912.74
2231	CO LODGING ADD'L 1%	77,414.60	89,801.64	77,414.60	89,801.64	0.00	89,801.64
2232	COUNTY LODGINGS TAX (FKA 7731)	232,294.53	273,853.44	232,294.53	273,853.44	0.00	273,853.44

Financial Statement for 2021 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2233	DOMESTIC SHELTER	18,592.00	3,769.00	18,592.00	3,769.00	0.00	3,769.00
2237	REAL ESTATE ASSESSMENT	6,614,761.79	100.00	92,081.03	6,522,780.76	0.00	6,522,780.76
2238	WORKFORCE INVESTMENT BOARD	193,579.59	139,336.56	156,171.58	176,744.57	6,021.22	182,765.79
2243	JUVENILE GRANTS	316,837.56	6,570.71	6,118.38	317,289.89	0.00	317,289.89
2245	CRIME VICTIM GRANT FUND	6,889.34	5,508.14	5,893.74	6,503.74	0.00	6,503.74
2246	JUVENILE INDIGENT DRIVER ALCOH	20,288.24	76.10	0.00	20,364.34	0.00	20,364.34
2247	FELONY DELINQUENT CARE/CUSTODY	489,906.39	680,846.47	67,118.46	1,103,634.40	1,615.95	1,105,250.35
2248	TAX CERTIFICATE ADMIN FUND	28,993.74	0.00	416.00	28,577.74	0.00	28,577.74
2249	DTAC-DELINQ TAX & ASSESS COLLE	678,304.76	2,852.20	13,576.65	667,580.31	0.00	667,580.31
2250	CERT OF TITLE ADMIN FUND	4,929,513.11	241,120.28	79,209.61	5,091,423.78	524.15	5,091,947.93
2251	COAP GRANT - OPIOD ABUSE PROG	383,565.47	16,434.53	14,550.60	385,449.40	11,382.03	396,831.43
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	83,438.89	42,500.00	39,163.43	86,775.46	566.17	87,341.63
2255	MUNICIPAL VICTIM WITNESS FUND	93,982.97	0.00	6,112.56	87,870.41	0.00	87,870.41
2256	WARREN COUNTY SOLID WASTE DIST	1,172,310.87	9,549.89	12,501.56	1,169,359.20	38.85	1,169,398.05
2257	OHIO PEACE OFFICER TRAINING	82,307.00	0.00	160.00	82,147.00	160.00	82,307.00
2258	WORKFORCE INVESTMENT ACT FUND	79,237.13	37,900.00	52,604.56	64,532.57	4,606.05	69,138.62
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	702,471.08	17,222.50	22,431.35	697,262.23	6,368.00	703,630.23
2263	CHILD SUPPORT ENFORCEMENT	1,016,279.34	374,324.40	239,446.84	1,151,156.90	1,222.65	1,152,379.55
2264	EMERGENCY MANAGEMENT AGENCY	180,128.59	0.00	20,480.27	159,648.32	239.99	159,888.31
2265	COMMUNITY DEVELOPMENT	599,258.72	119,707.99	110,422.88	608,543.83	8,172.80	616,716.63
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2268	INDIGENT GUARDIANSHIP FUND	232,508.84	2,270.00	304.15	234,474.69	0.00	234,474.69
2269	INDIGENT DRIVER ALCOHOL TREATM	633,994.25	5,880.19	0.00	639,874.44	0.00	639,874.44
2270	JUVENILE TREATMENT CENTER	340,763.93	35,295.95	98,696.94	277,362.94	133.83	277,496.77
2271	DTAC-PROSECUTOR ORC 321.261	242,346.43	0.00	13,985.01	228,361.42	0.00	228,361.42
2272	CP INDIGENT DRVR ALC TREATMT	38,663.18	0.00	0.00	38,663.18	0.00	38,663.18
2273	CHILDREN SERVICES	8,399,351.56	747,823.17	511,960.56	8,635,214.17	139,853.78	8,775,067.95
2274	COUNTY COURT COMPUTR 1907.261A	68,490.16	1,179.00	29.16	69,640.00	29.16	69,669.16
2275	COUNTY CRT CLK COMP 1907.261B	22,369.67	2,988.00	0.00	25,357.67	0.00	25,357.67
2276	PROBATE COMPUTER 2101.162	88,351.76	741.00	0.00	89,092.76	0.00	89,092.76
2277	PROBATE CLERK COMPUTR 2101.162	239,499.01	2,470.00	0.00	241,969.01	0.00	241,969.01
2278	JUVENILE CLK COMPUTR 2151.541	25,204.45	1,163.77	0.00	26,368.22	0.00	26,368.22
2279	JUVENILE COMPUTER 2151.541	40,996.00	346.57	0.00	41,342.57	0.00	41,342.57
2280	COMMON PLEAS COMPUTER 2303.201	60,762.74	1,335.00	0.00	62,097.74	0.00	62,097.74
2281	DOMESTIC REL COMPUTER 2301.031	11,222.70	195.00	419.34	10,998.36	0.00	10,998.36
2282	CLERK COURTS COMPUTER 2303.201	253,375.66	4,922.00	950.15	257,347.51	950.15	258,297.66
2283	COUNTY CT SPEC PROJ 1907.24B1	1,866,883.98	19,250.64	9,986.60	1,876,148.02	180.00	1,876,328.02
2284	COGNITIVE INTERVENTION PROGRAM	392,839.90	7,989.50	2,300.53	398,528.87	20.00	398,548.87
2285	CONCEALED HANDGUN LICENSE	786,838.67	9,177.50	6,844.32	789,171.85	185.98	789,357.83
2286	SHERIFF-DRUG LAW ENFORCEMENT	13,567.22	200.00	455.58	13,311.64	2,205.75	15,517.39
2287	SHERIFF-LAW ENFORCEMENT TRUST	105,541.47	1,322.76	2,367.43	104,496.80	15,943.60	120,440.40
2288	COMM BASED CORRECTIONS DONATIO	7,245.26	0.00	0.00	7,245.26	0.00	7,245.26
2289	COMMUNITY BASED CORRECTIONS	338.47	96,744.00	338.47	96,744.00	1,950.00	98,694.00
2290	HAZ MAT EMERG PLAN SPEC FUND	3.84	0.00	0.00	3.84	0.00	3.84
2291	SHERIFF-D.A.R.E. PROGRAM	1,163.53	0.00	0.00	1,163.53	0.00	1,163.53
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	23,467.40	0.00	0.00	23,467.40	0.00	23,467.40
2294	SHERIFF DARE LAW ENFORC GRANT	8,986.61	0.00	0.00	8,986.61	0.00	8,986.61

Financial Statement for 2021 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2295	TACTICAL RESPONSE UNIT	21,340.10	573.58	1,660.00	20,253.68	1,660.00	21,913.68
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	126,490.43	735.00	0.00	127,225.43	0.00	127,225.43
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,190,715.44	4,730.50	81,476.47	1,113,969.47	63,772.70	1,177,742.17
3327	BOND RETIREMENT SPECIAL ASSMT	217,796.11	0.00	0.00	217,796.11	0.00	217,796.11
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	904,135.63	0.00	0.00	904,135.63	0.00	904,135.63
3384	TAX INCREMENT FINANCING - P&G	868,699.78	0.00	0.00	868,699.78	0.00	868,699.78
3393	RID BOND GREENS OF BUNNEL	3,049,902.56	0.00	0.00	3,049,902.56	0.00	3,049,902.56
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
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	31,044.12	0.00	0.00	31,044.12	0.00	31,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	71,801.96	2,910.36	5,596.85	69,115.47	0.00	69,115.47
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	437,570.02	0.00	22,341.51	415,228.51	0.00	415,228.51
4438	NB COLUMBIA/3C RIGHT TURN LN	18,796.69	0.00	0.00	18,796.69	0.00	18,796.69
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	11,050,000.00	0.00	0.00	11,050,000.00	0.00	11,050,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	753,786.31	0.00	50,085.42	703,700.89	0.00	703,700.89

Financial Statement for 2021 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
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	6,426,257.77	0.00	114,765.96	6,311,491.81	19,693.97	6,331,185.78
4479	AIRPORT CONSTRUCTION	934,101.39	0.00	0.00	934,101.39	0.00	934,101.39
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	741,749.02	0.00	0.00	741,749.02	0.00	741,749.02
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	1,983,008.20	0.00	14,380.00	1,968,628.20	0.00	1,968,628.20
4493	REDEVELOPMENT TAX EQUIV FUND	1,605,936.84	0.00	116,823.26	1,489,113.58	2,400.00	1,491,513.58
4494	COURTS BUILDING	1,894,846.37	0.00	16,730.00	1,878,116.37	0.00	1,878,116.37
4495	JAIL CONSTRUCTION SALES TAX	21,244,899.60	1,056,526.53	1,788,723.90	20,512,702.23	9,553.98	20,522,256.21
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	287,507.59	0.00	0.00	287,507.59	0.00	287,507.59
5510	WATER REVENUE	32,181,975.38	1,194,353.29	1,022,839.63	32,353,489.04	63,912.47	32,417,401.51
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,349,424.39	539.54	409,940.04	940,023.89	108,605.49	1,048,629.38
5580	SEWER REVENUE	30,005,356.81	620,854.04	488,181.58	30,138,029.27	136,695.51	30,274,724.78
5581	SEWER IMPROV-WC VOCATIONAL SCH	242,149.07	5,960.58	3,199.69	244,909.96	0.00	244,909.96
5583	WATER CONST PROJECTS	4,827,568.70	1,291,236.04	3,292,097.37	2,826,707.37	201,370.06	3,028,077.43
5590	STORM WATER TIER 1	164,379.21	0.00	7,195.11	157,184.10	330.00	157,514.10
6619	VEHICLE MAINTENANCE ROTARY	219,770.76	50,724.06	45,453.23	225,041.59	7,203.02	232,244.61
6630	SHERIFF'S POLICING REVOLV FUND	635,406.84	877,882.43	363,746.34	1,149,542.93	0.00	1,149,542.93
6631	COMMUNICATIONS ROTARY	316,584.99	2,535.92	7,695.15	311,425.76	4,465.62	315,891.38
6632	HEALTH INSURANCE	3,613,230.49	885,465.76	1,178,946.22	3,319,750.03	44,436.26	3,364,186.29
6636	WORKERS COMP SELF INSURANCE	1,754,250.93	3,337.38	37,858.80	1,719,729.51	10,519.20	1,730,248.71

Financial Statement for 2021 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6637	PROPERTY & CASUALTY INSURANCE	91,645.73	0.00	0.00	91,645.73	0.00	91,645.73
6650	GASOLINE ROTARY	207,977.75	70,423.47	90,993.92	187,407.30	39,629.38	227,036.68
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	1,910,933.52	1,460,933.52	450,000.00	0.00	450,000.00
7709	CORPORATION FUND	3,272.82	4,976,765.55	2,676,316.81	2,303,721.56	0.00	2,303,721.56
7713	WATER-SEWER ROTARY FUND	350,649.45	1,857,440.58	2,050,327.94	157,762.09	0.00	157,762.09
7714	PAYROLL ROTARY	292,072.80	3,374,217.83	3,346,458.87	321,459.04	703,712.95	1,025,171.99
7715	NON PARTICIPANT ROTARY	17,358.48	1,930.80	1,158.48	18,130.80	0.00	18,130.80
7716	SCHOOL	0.00	82,800,000.00	58,550,000.00	24,250,000.00	0.00	24,250,000.00
7717	UNDIVIDED GENERAL TAX	71,556,230.26	133,448,161.19	89,009,751.52	115,994,639.93	8,763.91	116,003,403.84
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	45,032.33	14,355.86	0.00	59,388.19	0.00	59,388.19
7720	LOCAL GOVERNMENT FUND	0.00	494,535.03	494,535.03	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	15,896.86	1,125.00	13,516.86	3,505.00	10,125.01	13,630.01
7723	GASOLINE TAX	0.00	534,507.62	534,507.62	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	403,565.77	0.00	0.00	403,565.77	0.00	403,565.77
7725	UNDIVIDED WIRELESS 911 GOV ASS	18,085.48	4,289.57	20,230.27	2,144.78	0.00	2,144.78
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,017,515.51	1,017,515.51	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	75,039.22	8,114,088.97	632.39	8,188,495.80	29,257.31	8,217,753.11
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	13,242.30	0.00	0.00	13,242.30	0.00	13,242.30
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	20,486.32	10,657.50	10,295.87	20,847.95	0.00	20,847.95
7742	LIBRARIES	0.00	571,661.70	571,661.70	0.00	0.00	0.00

Financial Statement for 2021 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,367.83	2,441.97	2,348.11	2,461.69	2,348.11	4,809.80
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	0.00	435,923.80	428,401.83	7,521.97	0.00	7,521.97
7754	OHIO ELECTIONS COMMISSION FUND	0.00	1,315.00	1,315.00	0.00	1,315.00	1,315.00
7756	SEWER ROTARY	43,510.50	10,141.50	30,424.50	23,227.50	0.00	23,227.50
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	118,377.65	118,377.65	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	25,342.38	216.50	490.10	25,068.78	0.00	25,068.78
7766	ESCROW ROTARY	871,667.91	0.00	0.00	871,667.91	0.00	871,667.91
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	15,157.86	2,756.68	0.00	17,914.54	0.00	17,914.54
7769	BANKRUPTCY POST PETITION CONDU	17,691.98	3,892.31	0.00	21,584.29	0.00	21,584.29
7773	SEX OFFENDER REGISTRATION FEE	0.00	100.00	100.00	0.00	100.00	100.00
7774	ARSON OFFENDER REGISTR FEE	220.00	0.00	0.00	220.00	0.00	220.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	21,604.75	16,048.50	14,900.50	22,752.75	0.00	22,752.75
7776	UNDIVIDED EVIDENCE SHERIFF	118,821.38	0.00	3,832.77	114,988.61	1,971.62	116,960.23
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	436,542.61	1,288,900.00	491,311.16	1,234,131.45	244,462.80	1,478,594.25
7779	UNDIVIDED DRUG TASK FORCE SEIZ	119,322.25	14,040.00	0.00	133,362.25	0.00	133,362.25
7781	REFUNDABLE DEPOSITS	439,435.25	14,252.24	18,563.02	435,124.47	6,017.82	441,142.29
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	166,055.25	0.00	166,055.25	0.00	166,055.25
7795	UNDIVIDED INDIGENT FEES	0.00	3,942.47	3,942.47	0.00	788.49	788.49
7796	MUNICIPAL ORD VIOLATION INDIGE	5,211.81	1,080.00	1,158.00	5,133.81	778.00	5,911.81
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	27,719.36	27,719.36	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	718,838.28	0.00	127.03	718,711.25	0.00	718,711.25
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	8,072,276.36	110,013.08	337,466.63	7,844,822.81	89,975.24	7,934,798.05
9912	FOOD SERVICE	362,896.48	13,989.00	99,294.56	277,590.92	251.11	277,842.03
9915	PLUMBING BOND-HEALTH DEPT.	12,500.00	0.00	1,000.00	11,500.00	500.00	12,000.00
9916	STATE REGULATED SEWAGE PROGRAM	278,242.96	49,740.52	15,146.54	312,836.94	30.00	312,866.94
9925	SOIL & WATER CONSERVATION DIST	815,493.29	0.00	76,029.89	739,463.40	1,529.72	740,993.12
9928	REGIONAL PLANNING	387,663.08	26,115.00	30,963.09	382,814.99	224.00	383,038.99
9938	WARREN COUNTY PARK DISTRICT	1,268,018.28	120,706.16	141,346.45	1,247,377.99	3,275.02	1,250,653.01
9944	ARMCO PARK	339,386.22	249,415.40	120,206.67	468,594.95	7,301.59	475,896.54
9953	WATER SYSTEM FUND	44,605.08	5,306.00	508.00	49,403.08	145.00	49,548.08
9954	MENTAL HEALTH RECOVERY BOARD	12,860,164.58	140,090.20	490,763.60	12,509,491.18	176,328.85	12,685,820.03
9961	HEALTH GRANT FUND	1,313,833.93	514,718.66	54,172.64	1,774,379.95	0.00	1,774,379.95
9963	CAMPGROUNDS	7,176.70	427.00	0.00	7,603.70	0.00	7,603.70
9976	HEALTH - SWIMMING POOL FUND	203,132.07	597.00	39,951.74	163,777.33	139.79	163,917.12
9977	DRUG TASK FORCE COG	726,924.98	1,920.57	4,418.00	724,427.55	357.95	724,785.50
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		441,022,660.69	260,834,034.92	182,920,490.52	518,937,832.37	4,364,259.75	523,302,092.12

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for July, 2021 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 21-1098

Adopted Date August 10, 2021

ACKNOWLEDGE PAYMENT OF BILLS

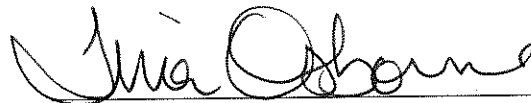
BE IT RESOLVED, to acknowledge payment of bills from 8/3/21 and 8/5/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 21-1099

Adopted Date August 10, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLE'S POINTE SECTION 5, BLOCK A SITUATED IN HAMILTON 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	:	21-014 (P/S)
Development	:	Eagle's Pointe, Section 5, Block A
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$99,684.00
Surety Company	:	RLI Insurance Company (CMS0341705)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

(Including Sidwalks)

Security Agreement No.

21-014 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Eagle's Pointe **Subdivision, Section/Phase** 5, Block A(3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$426,683.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$76,680.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$99,684.00 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 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 two years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$85,336.60 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:

Grand Communities, LLC

Randy Acklin

3940 Olympic Boulevard, Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W Buren, Suite 350

Chicago, IN 60607

Ph. (312) 445 - 9742

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.**

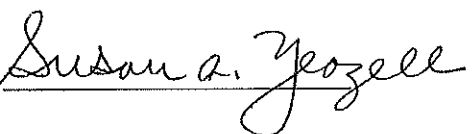
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners 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: Grand Communities, LLC
A Kentucky Limited Liability Company
Pursuant to a resolution authorizing the undersigned to execute this agreement.

SURETY: RLI Insurance Company
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact


DATE: 7/15/21

DATE: July 14, 2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1099, dated 8-10-21.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David G. Young

TITLE: President

DATE: 8-10-21

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

PERFORMANCE BOND


KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Buren, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Ninety-Nine Thousand Six Hundred Eighty-Four and 00/100 Dollars (\$99,684.00) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances (Including Sidewalk) in Eagle's Pointe, Section 5A Subdivision in Hamilton Township, Warren County, OH.

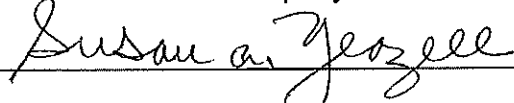
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances (Including Sidewalk) in Eagle's Pointe, Section 5A Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Ninety-Nine Thousand Six Hundred Eighty-Four and 00/100 Dollars (\$99,684.00) and no more.

SIGNED AND DATED THIS 14th day of July, 2021.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: 
Todd E. Huss, President

Surety: RLI Insurance Company

By: 
Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 14th day of July, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1100

Adopted Date August 10, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLE'S POINTE, SECTION 5, BLOCK A, SITUATED IN HAMILTON TOWNSHIP

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

AGREEMENT

Bond Number	:	21-014 (W/S)
Development	:	Eagle's Pointe, Section 5, Block A
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$14,721.45
Surety Company	:	Berkley Insurance Company (No 0238896)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Grand Communities, LLC, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018
Berkley Insurance Company, 475 Streamboat Road, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-014 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Eagle's Pointe **Subdivision, Section/Phase** 5A (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$147,214.52, 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 one years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$14,721.45 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Grand Communities, LLC

Randy Acklin

3940 Olympic Boulevard, Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (515) 473 - 3402

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: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: Berkley Insurance Company

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

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

SIGNATURE: J. Paul Allen

SIGNATURE: Susan A. Yeazel

PRINTED NAME: J. Paul Allen

PRINTED NAME: Susan A. Yeazel

TITLE: Secretary

TITLE: Attorney-in-Fact


DATE: 7/16/21

DATE: July 15, 2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1100, dated 8-10-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David B. Young

TITLE: President

DATE: 8-10-21

RECOMMENDED BY:

By: 
SANITARY 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

Bond No. 0238896

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Fourteen Thousand Seven Hundred Twenty-One and 45/100 Dollars, (\$ 14,721.45), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 15th day of July, 2021.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Sewer Main in Eagle's Pointe, Section 5, Block A Subdivision

located in Hamilton Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 15th day of July, 2021, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

Principal

By: J. Paul Allen

Its: J. Paul Allen, Secretary

Berkley Insurance Company

Surety

By: Susana Yeazell

Susan A. Yeazell

Its: Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Julie L. Cline; or Robert L. Daniels of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of April, 2021.



Attest:
By [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By [Signature]
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 26th day of April, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 15th day of July, 2021.
[Signature]
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1101

Adopted Date August 10, 2021

APPROVE VARIOUS RECORD PLATS

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

- Eagle's Pointe, Section 5, Phase A – Hamilton Township
- Lakeside at Shaker Run, Section Three Easement Plat – Turtlecreek Township
- Aberlin Springs Phase 3, Revision One – Union Township

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1102

Adopted Date August 10, 2021

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CRIME VICTIM/WITNESS FUND #2245

WHEREAS, the Prosecutor's Office has requested that their 2021 local contribution be transferred into their Crime Victim/Witness Fund #2245; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

\$14,876.26 from #11011112-5703 (Commissioners - Other County Agencies)
into #2245 -22452496-AAREVNUE-49000 (Crime Victim/Witness - Transfers)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Operational Transfer file
Prosecutor (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1103

Adopted Date August 10, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriation for Sheriff Department payroll and supply expense adjustment:

\$ 1,714,734.00	into	#22111110-5102	(Loc Fiscal Rec – Regular Salaries)
\$ 1,360.00	into	#22111110-5210	(Loc Fiscal Rec – Mat & Supplies)
\$ 247,993.00	into	#22111110-5811	(Loc Fiscal Rec – PERS)
\$ 248,021.00	into	#22111110-5820	(Loc Fiscal Rec – Health & Life Ins)
\$ 24,926.00	into	#22111110-5871	(Loc Fiscal Rec – Medicare)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1104

Adopted Date August 10, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 8,000.00 into BUDGET-BUDGET 22891229-5910 (Other Expenses)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1105

Adopted Date August 10, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT FUND
#11011123 INTO #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

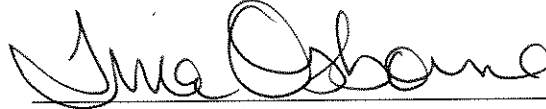
\$ 10,000.00 from #11011223-5102 (Regular Salaries)
into #11011220-5811 (PERS)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1106

Adopted Date August 10, 2021

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

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County
Sheriff's Office Fund #1101:

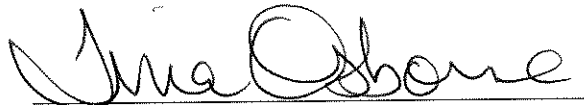
\$43,694.69	from 11012200-5830	(Worker's Compensation)
	into 11012200-5400	(Purchased Services)
\$7,935.31	from 11012210-5830	(Worker's Compensation)
	into 11012200-5400	(Purchased Services)
\$5,996.61	from 11012210-5830	(Worker's Compensation)
	into 11012210-5400	(Purchased Services)
\$52,890.67	from 11012210-5410	(Contracts BOCC Approved)
	into 11012210-5400	(Purchased Services)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1107

Adopted Date August 10, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,000.00 from #11012810-5210 (Materials & Supplies)
into #11012810-5910 (Other Expenses)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1108

Adopted Date August 10, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE COURT FUND #1011240
TO PROBATE COURT FUND #11011250

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240 to Probate Fund #11011250.


\$ 2,000.00	from	11011240-5415	(Indigent Attorneys)
	into	11011250-5400	(Probate Purchased Services)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1109

Adopted Date August 10, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile Court Fund #2247:

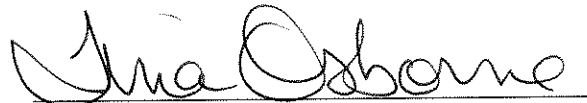
\$ 700.00	from	22471240-5317	(Non-Capital Purchase)
	into	22471240-5210	(Materials & Supplies)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1110

Adopted Date August 10, 2021

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

WHEREAS, funds are needed to cover anticipated costs; and

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

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

\$500.00	from	#22564410-5998	(Reserve/Contingency)
	into	#22564410-5911	(Non Taxable Meal Fringe)

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Solid Waste (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1111

Adopted Date August 10, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	SHANDA HARRIS	TEMP DRAINAGE EASE FOR AN ADDITIONAL 5 YEAR PER	\$ 3,250.00
FAC	CDW LLC	ELECTRONIC EQUIPMENT NEW JAIL	\$ 10,317.12
WAT	THE HENRY P THOMPSON CO	GRIT PUMP FOR LLMWWTP	\$ 16,690.00
FAC	LAFAYETTE VENETIAN BLIND INC	WINDOW BLINDS 822 MEMORIAL	\$ 13,232.70
BOC	WEST PUBLISHING CORPORATION	BOC GOVT FRAUD AGREEMENT	\$ 2,400.00
WAT	DXP ENTERPRISES INC	EMERGENCY REPAIRS TO THE SERVICE PUMP #2 AT RAR	\$ 20,000.00
WIB	EASTER SEALS TRISTATE	WIB YOUTH SERVICES	\$ 600,000.00

8/10/2021 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 21-1112

Adopted Date August 10, 2021

AN EMERGENCY RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT

WHEREAS, an emergency resolution authorizing the County Administrator to execute the Participation Agreement for the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”) pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>; and

WHEREAS, Warren County, Ohio (herein “Municipality”) is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Warren County has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Board understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors”) to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, the Warren County Board of Commissioners wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”):

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio

Section 1. That Tiffany Zindel, Warren County Administrator, hereby accepts, or is authorized to accept the Proposed Settlement on behalf of the Warren County Board of Commissioners pursuant to the terms of the OneOhio MOU.

Section 2. That it is found and determined that all formal actions of this Board relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.


Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of Warren County, Ohio. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file
Frank Gallucci
Prosecutor (file)

Litigation file

OneOhio Subdivision Participation Form

Governmental Entity:	Warren County Bd. of Commissioners	State:	Ohio
Authorized Official:	Tiffany Zindel, Ctg. Administrator		
Address 1:	406 Justice Drive		
Address 2:			
City, State, Zip:	Lebanon Ohio 45036		
Phone:	513-695-1241		
Email:	Tiffany.Zindel@co.warren.oh.us		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("*National Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature: Tiffany Zindel
Name: Tiffany Zindel
Title: County Administrator
Date: 8-10-21

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1113

Adopted Date August 10, 2021

ISSUE A REQUEST FOR QUALIFICATIONS AND APPOINT A REVIEW COMMITTEE FOR THE
PROCUREMENT OF A CONSTRUCTION MANAGER AT RISK FOR THE FOSTERS LIFT STATION
AND GRAVITY SEWER IMPROVEMENTS PROJECT

WHEREAS, with the adoption of Resolution No. 20-0792 on June 9, 2020 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested consulting firms for the development of detailed construction plans, specifications, and surveying services for the construction of sewer improvements for the Fosters Lift Station and Gravity Sewer Improvements Project; and

WHEREAS, with the adoption of Resolution No. 21-0073 on January 19, 2021 the Warren County Board of County Commissioners entered into contract with Burgess & Niple, Inc. for the planning, surveying, geotechnical investigation, design, and construction services of sewer improvements for the Fosters Lift Station and Gravity Sewer Improvements Project; and

WHEREAS, due to the complexity and the nature of the planned construction improvements the County Sanitary Engineer recommends that this board approve the issuance of a request for qualification for the procurement of a construction manager at risk; and

WHEREAS, the County Sanitary Engineer requests this board appoint a committee comprised of three to six members to review the submittals, with the size of committee to be determined based on the availability of the members; and

WHEREAS, the County Sanitary Engineer recommends said committee be comprised of the Superintendent of Sewer Collections, the Sewer Collection Foremen, the Deputy Sanitary Engineer, Sanitary Engineer, and Water & Sewer Staff Engineer; and

WHEREAS, the committee will evaluate the submittals and present its findings to the Warren County Board of Commissioners at its conclusion, in accordance with the process outlined in the published Request for Qualifications; and

NOW THEREFORE BE IT RESOLVED, to accept the County Sanitary Engineer's recommendation and direct the Water & Sewer Department to issue a request for qualifications for construction manager at risk services and appoint the committee comprised of the aforementioned members to review the submittals for the Fosters Lift Station and Gravity Sewer Improvements Project.

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

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

Resolution adopted this 10th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File
Bid file