

# Resolution

Number 23-0996

Adopted Date August 08, 2023

## HIRE JORDAN SNYDER AS INFRASTRUCTURE SYSTEMS SUPERVISOR, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to hire Jordan Snyder, as Infrastructure Systems Supervisor, within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade 21 \$35.10 per hour, effective August 28, 2023, subject a negative drug screen, background check, and a 365-day probationary period.

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

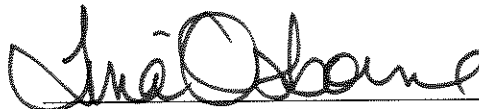
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Telecom (file)  
J. Snyder's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-0997

Adopted Date August 08, 2023

AUTHORIZE THE POSTING OF THE "ADMINISTRATIVE CLERK" POSITION, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for an "Administrative Clerk" position within the Warren County Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Clerk" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 31, 2023.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
OMB – Sue Spencer

# Resolution

Number 23-0998

Adopted Date August 08, 2023

APPROVE PROMOTION OF KAYLIE FRENCH TO THE POSITION OF CASE AIDE WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director and Deputy Director have requested the promotion of Kaylie French to the open Case Aide Position; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kaylie French to the position of Case Aide within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, exempt status, Pay Range#12, \$18.88 per hour, effective pay period starting July 29, 2023; and

BE IT FURTHER RESOLVED, Ms. French will receive the typical three percent (3%) increase upon completion of her year probation in February 2024.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
K. French's Personnel file  
OMB-Sue Spencer

# Resolution

Number 23-0999

Adopted Date August 08, 2023

HIRE ALEC SMITH AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Alec Smith, as Eligibility Referral Specialist, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade 12 \$18.88 per hour, effective August 14, 2023, subject a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Telecom (file)  
A. Smith's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-1000

Adopted Date August 08, 2023

SET PUBLIC HEARING FOR REZONING APPLICATION OF GREG THURMAN (REDWOOD USA), AGENT TO REZONE APPROXIMATELY 63.812 ACRES FROM "MXU-C" MIXED USE CENTER WITH INTERSTATE HIGHWAY OVERLAY TO "MXU-C" MIXED UCE CENTER WITH PLANNED UNIT DEVELOPMENT OVERLAY IN UNION TOWNSHIPS

BE IT RESOLVED, to set a public hearing for the rezoning application of Greg Thurman (Redwood, USA), agent for McCabe-Columbia #1 LLC and McCabe-Columbia #3 LLC, Owners of record (Case # 2023-05) to rezone approximately 63.812 acres (Parcel ID 12-07-351-001, 12-07-301-002, 12-13-400-003, and 12-13-400-004) located along Columbia Road in Union Townships from 'MXU-C' Mixed Use Center with Interstate Highway Overlay to "MXU-C" Mixed Use Center with a Planned Unit Development Overlay; said public hearing to be held August 29, 2023, at 9:15 a.m. in the County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: RPC  
RZC  
Rezoning file  
Property Owner  
Agent  
Township Trustees

# Resolution

Number 23-1001

Adopted Date August 08, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
AUGUST 10, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
August 10, 2023.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor    
Commissioners' file  
Press

# Resolution

Number 23-1002

Adopted Date August 08, 2023

ENTER INTO A CONTRACT WITH OHIO DEPARTMENT OF HEALTH FOR THE TUBERCULOSIS FUNDING ON BEHALF OF THE WARREN COUNTY COMBINED HEALTH DISTRICT

BE IT RESOLVED, to approve and enter into a contract with Ohio Department of Health for the tuberculosis funding on behalf of the Warren County Combined Health District; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Ohio Department of Health  
Health Dept. (file)  
OMB

**OHIO DEPARTMENT OF HEALTH  
SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")
Bureau of Infectious Diseases, TB Program
Shelby Hale, TB Controller & TB Program Manager ("ODH Agreement Manager")
246 N. High Street, 2nd Floor
Columbus, Ohio 43215
614-980-4314
Shelby.Hale@odh.ohio.gov

AND

Warren County Board of County Commissioners ("Subrecipient")
President, Commissioner Tom Grossmann ("Authorized Representative")
Warren County Administration Building 406 Justice Drive
Lebanon, Ohio 45036
Tom.Grossmann@co.warren.oh.us
(513) 695-1250
Vendor OAKS #52991

For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Subrecipient individually or collectively. Two (2) hardcopies of this Agreement should be signed by Subrecipient and returned along with required attachments (see §3) to ODH, ATTN: Paul Maragos, Contract Unit, 246 North High Street, Columbus, Ohio 43215, within fourteen (14) days of receipt at the above address. A copy of the executed Agreement shall be returned to the Subrecipient's Authorized Representative.

- PURPOSE & OBJECTIVE.** The Ohio Department of Health (ODH) will use these Uniting for Ukraine (U4U) TB Program Supplemental funds to support local TB Control Unit (LTCU) activities related to screening, evaluation, and treatment of latent TB infection (LTBI) and TB disease for Ukrainian Humanitarian Parolees (UHPs) to reduce morbidity and mortality caused by TB.

This project furthers ODH Bureau of Infectious Diseases objective to prevent and control the spread of TB within Ohio through active surveillance, detection, treatment, education, and identification of high-risk populations.

- EFFECTIVE DATE OF THE AGREEMENT.** This Agreement is in effect (the "Agreement Period") from the date of execution by the Director of ODH ("Agreement Beginning Date") through 9/30/2023 ("Agreement Ending Date"), unless this Agreement is renewed, suspended or terminated pursuant to the provisions of this Agreement prior to the termination date. Any reference to the Agreement Period shall include any renewal term (if any).

**3. AGREEMENT FUNDING.**

3.1. Agreement Funding Source:

CDC - Tuberculosis Elimination and Laboratory Cooperative Agreement

3.2. Grant Award Number:

6 NU52PS910184-04-04;  
6 NU52PS910184-03-05

3.3. CFDA Number:


93.116


3.4. Ohio Statute Authorizing Administration of the Program:

O.R.C. 3701.04(A)(4) & 3701.146





4. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:


 Subrecipient affirms that they have read and understand and agree to be bound by the Scope of Work, Deliverables & Compensation terms in §6 below, and by the Agreement Terms and Conditions in §7 below;


 If Subrecipient is not currently a registered vendor with the State of Ohio, Subrecipient must register online using the OAKS Supplier Self-Registration module at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov);


 Subrecipient must submit with this a budget or expense report;

 Subrecipient certifies that it is an organization eligible to receive this grant from ODH by certifying it is either a State, Local and Indian Tribal Government, institution of higher education, non-profit organization (including faith-based, community-based, or tribal organization), or hospital;

 If Subrecipient does not currently have an assigned Dun and Bradstreet (D&B) Universal Numbering System (DUNS) number. Subrecipient shall immediately take steps to obtain one as soon as possible;

 Subrecipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement or relevant Request for Proposal;

 Subrecipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and

 Effective March 28, 2019, if the Agreement Funding Source identified in §3.1. of this Agreement is any of the following listed funding sources, Subrecipient must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Subrecipient become nor is Subrecipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

5. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement.

5.1. Audit Requirements: If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.

5.2. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

Ryan Springer, MBA  
Grants Management Specialist | Branch I, IDSB  
Office of Grants Services (OGS)  
Centers for Disease Control and Prevention (CDC)  
Office: (678) 475-4693  
Email: [RSpringer@cdc.gov](mailto:RSpringer@cdc.gov)

AND

U.S. Department of Health and Human Services  
Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201  
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement must be included in all sub-awards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371.

Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

*Remainder of Page Left Intentionally Blank. Signature Page Immediately Follows.*

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Agreement.

SUBRECIPIENT

OHIO DEPARTMENT OF HEALTH

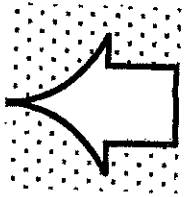
[Signature]  
[Signature, Blue Ink Please]

\_\_\_\_\_  
Bruce Vanderhoff, MD, MBA, Director of Health

[Print Name & Title]  
[Print Name & Title]

\_\_\_\_\_  
Date

8-8-23  
Date



*Remainder of Page Left Intentionally Blank. Scope of Work, Deliverables & Compensation & General Terms and Conditions Immediately Follow this Page.*

APPROVED AS TO FORM

[Signature]  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

6. SCOPE OF WORK, DELIVERABLES & COMPENSATION.

	<p align="center"><b>Scope of Work and/or Deliverables</b> (Due Date and Compensation only noted if Applicable or Required)</p>	<p align="center"><b>Due Date</b></p>	<p align="center"><b>Compensation</b></p>
	<p>During the Agreement Period, Subrecipient and ODH agree that Subrecipient shall complete the following and ODH shall compensate Subrecipient as indicated:</p>		
<p>6.1.</p>	<p>Completion of the Report of a Verified Case of Tuberculosis (RVCT) data for any identified TB disease cases among the UHP which must be entered into the Ohio Disease Reporting System. Uniting for Ukraine cases will be marked with "U4UKRAINE" in the "Other, specify" free text field under Additional/Other TB Risk Factors in the RVCT.</p>	<p align="center">9/30/2023</p>	<p align="center">\$24,034.71</p>
<p>6.2.</p>	<p>Subrecipients shall submit an invoice related to the costs of work associated with this Agreement. Mandatory requirements on invoice:                      1. Time period when work was performed up until 09/30/2023.                      2. Total number of people tested.                      3. Total number diagnosed with LTBI.                      4. Total number diagnosed with TB disease.                      5. Description of services provided (e.g., outpatient services related to TB control and clinical care (e.g., Interferon Gamma Release Assay (IGRA) testing, tuberculin skin testing, chest radiography, medical evaluation, treatment; procurement and provision of medications for the treatment of LTBI and TB disease; and reasonable program purposes, including personnel, travel, supplies, and services).</p>	<p align="center">9/30/2023</p>	<p align="center">N/A</p>
<p><b>TOTAL AGREEMENT AMOUNT</b></p>			<p align="center"><b>\$24,034.71</b></p>

*Remainder of Page Left  
Intentionally Blank. Terms & Conditions Immediately Follow this Page.*

7. AGREEMENT TERMS AND CONDITIONS.

- 7.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Subrecipient agrees to perform, and ODH agrees to pay Subrecipient, in accordance with the terms of this Agreement.
- 7.2. Scope of Work, Deliverables, and Compensation. Subrecipient shall provide work, services, products and deliverables in the time and manner and for the compensation specified in §6 and any attachment specified or incorporated into this Agreement.
  - 7.2.1. Compensation. In consideration of the Scope of Work and Deliverables specified in §6, ODH agrees to pay the Compensation as set forth in §6 for a total not to exceed the Total Agreement Amount. ODH will compensate Subrecipient upon the successful completion of each deliverable, in accordance with §6 of this Agreement.
    - 7.2.1.1. Indirect Rate. ODH must budget for and pay Subrecipient its full federally-negotiated Facilities and Administrative Costs ("F&A") rate on the entire amount of the subaward (unless specifically excepted in the federal award notice). If Subrecipient has no negotiated rate, 10% of the subaward's Modified Total Direct Cost must be paid as the F&A rate, unless Subrecipient is able to direct charge 100% of their costs and has no indirect costs.
  - 7.2.2. Total Agreement Amount. The Total Agreement Amount, as indicated in §6, includes the cost for all services, travel, or any other expenses that Subrecipient may incur as a result of Subrecipient's performance of this Agreement.
    - 7.2.2.1. In the event that §6 specifically allows ODH to reimburse Subrecipient for travel and other related expenses, ODH will reimburse Subrecipient for those expenses in accordance with this section. Travel and travel-related expenses must be pre-approved by Agreement Manager in advance of travel and may not exceed the amounts specified for the State Fiscal Year. Subrecipient may invoice ODH for reimbursement of travel and travel-related expenses no later than thirty days after the travel occurred. Subrecipient must invoice travel expenses separate from invoices for services and work. Reimbursement for authorized travel and other related expenses shall be limited to actual and necessary expenses as specified in the O.R.C. 126.31 and O.R.C. 126.32 and the provisions of the Ohio Administrative Code ("O.A.C.") 126-1-02. Subrecipient shall submit all claims/travel invoices to the Agreement Manager for approval prior to submitting a claim for reimbursement. ODH will not reimburse Subrecipient for any other expenses except as specifically provided in this Agreement. For the purpose of determining allowable travel expenses, Subrecipient's headquarters shall be Franklin County, Ohio.
    - 7.2.2.2. Subrecipient shall not submit claims for expenses which do not meet the requirements specified or directly related to work in §6.
  - 7.2.3. Subrecipient shall monitor the work under this Agreement and shall not accept an assignment under this Agreement if it will cause or is reasonably likely to cause the Compensation specified in §6 to exceed the Total Agreement Amount for the Agreement Period.
  - 7.2.4. Subrecipient waives the interest provisions of O.R.C. 126.30.
  - 7.2.5. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
  - 7.2.6. Funds Availability. Subrecipient understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. If the Ohio General Assembly or other Agreement Funding Source fails at any time to continue funding ODH for the Compensation specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source.
  - 7.2.7. ODH will not compensate Subrecipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met ODH will not compensate Subrecipient for any work performed after the Agreement Ending Date, as applicable.

7.2.8. Invoices. Subrecipient shall invoice ODH in accordance with §6 for work or services Subrecipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will reimburse Subrecipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to O.A.C. 126-3-01. ODH shall return any invalid or incomplete invoice to Subrecipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Subrecipient no later than thirty (30) days after the end of the Agreement Period.

7.2.8.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Subrecipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Subrecipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov).

7.2.9. Subrecipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Subrecipient for the purpose of assisting Subrecipient's performance.

7.2.10. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Subrecipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Subrecipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Subrecipient.

7.2.11. If the Agreement Funding Source identified in §3.1. of this Agreement is any of the following listed funding sources, Subrecipient certifies that Subrecipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

7.2.11.1. Violence Against Women Act;

7.2.11.2. Breast and Cervical Cancer Mortality Prevention Act;

7.2.11.3. Infertility prevention project;

7.2.11.4. Minority HIV/AIDS initiative; and/or

7.2.11.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any violation or failure to comply with this section shall be treated as a material breach of this Agreement.

### 7.3. Time of Performance & Amendments.

7.3.1. Agreement Period; Extension. Upon approval by ODH and, if required, the Controlling Board, this Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement. Any extensions or renewals are subject to sections 7.2.6 and 7.5.3.

7.3.1.1. Biennium Year. In the event that the term of this Agreement Period spans the State of Ohio biennium ending on June 30<sup>th</sup> of an odd-numbered year, e.g. June 30, 2015, then this Agreement will terminate on the last day of that biennium. At that time, ODH may unilaterally extend the Agreement by giving Subrecipient written notice. Until such notice is given, Subrecipient is subject to §7.3.3 below.

7.3.2. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written

amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

- 7.3.3. Pursuant to O.R.C. 126.07, this Agreement is not valid nor enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, in an amount at least equal to the current fiscal year funding specified for each fiscal year that comprises the Total Agreement Amount. Subrecipient shall not perform nor charge ODH for any work performed by Subrecipient in the time period prior to receiving written notification from ODH that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. Subrecipient shall neither perform work nor submit an invoice for payment for any Agreement performance after the Agreement Ending Date.
- 7.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Subrecipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Subrecipient if ODH (i) discovers any illegal conduct on the part of Subrecipient; (ii) discovers any violation of §7.7 of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation of §7.13 regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §7.2.11; (v) is subject to a loss of funding as specified in §7.2.6; (vi) discovers that Subrecipient or any of its subcontractors has performed any services under this Agreement in §7.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Subrecipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Subrecipient, Subrecipient shall immediately notify ODH of the filing.
- 7.4.1. Subrecipient to Cease Work and Other Agreement Activities. Subrecipient, upon effective date of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require.
- 7.4.2. Determining Compensation after Agreement Suspension or Termination. Except in the instances of material breach or default as indicated in §7.5, Subrecipient shall be entitled to compensation in the event of suspension or termination under this Agreement, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the compensation set forth in §6 and §7.2, less any funds previously paid by or on behalf of ODH. In the case of services for which Subrecipient's compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by ODH, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Subrecipient shall not exceed the total amount of compensation allowed by this Agreement.
- 7.5. Breach or Default.
- 7.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §4, §7.2.11 and §7.12, ODH may unilaterally terminate this Agreement without compensation to Subrecipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that ODH offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.
- 7.5.2. Upon breach or default by Subrecipient of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.
- 7.5.3. If ODH or Subrecipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §6, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
- 7.5.4. A breach or default based upon Subrecipient's failure to comply with §7.12 is subject to that section with regard to Agreement termination, sanctions, and damages.

- 7.6. Independent Subrecipient. Subrecipient acknowledges and agrees any individual providing personal services under this agreement is not a public employee (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Subrecipient's end product, ODH does not control the manner in which Subrecipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Subrecipient assumes responsibility for tax liabilities that result from compensation paid to Subrecipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Subrecipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 7.7. Conflict of Interest and Ethics Laws.
- 7.7.1. Neither Subrecipient nor any officer, member or employee of Subrecipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 7.7.2. Subrecipient hereby covenants that neither Subrecipient, nor any officer, member, or employee of Subrecipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 7.7.3. Subrecipient shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Subrecipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 7.7.4. Subrecipient hereby covenants that Subrecipient and any officer, member or employee of Subrecipient are in compliance with O.R.C. 102.04 and that if Subrecipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 7.7.5. Subrecipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 7.7.6. Subrecipient hereby certifies and affirms that, as applicable to Subrecipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Subrecipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Subrecipient shall return to ODH all monies paid to Subrecipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 7.8. Nondiscrimination and Equal Employment Opportunity.
- 7.8.1. In carrying out this Agreement, Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Subrecipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
- 7.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- 7.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;
- 7.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see [www.lep.gov](http://www.lep.gov)), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;



- 7.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
  - 7.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
  - 7.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
  - 7.8.1.7. If grant funding is from the U.S. Department of Justice ("DOJ"), subrecipients must also comply with the following laws and regulations which prohibit discrimination on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, or disability in the provision of services and employment practices:
    - 7.8.1.7.1. The nondiscrimination provision of the Violence Against Women Act of 1994, as amended (42 U.S.C. § 13925(b)(13));
    - 7.8.1.7.2. 28 C.F.R. pt. 42, subpt. C (the DOJ regulations implementing Title VI of the Civil Rights Act of 1964);
    - 7.8.1.7.3. 28 C.F.R. pt. 54 (the DOJ regulations implementing Title IX of the Education Amendments of 1972);
    - 7.8.1.7.4. 28 C.F.R. pt. 42, subpt. G (the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973); 28 C.F.R. pt. 42, subpt. I (the DOJ regulations implementing the Age Discrimination Act of 1975);
    - 7.8.1.7.5. 28 C.F.R. pt. 38 (the DOJ regulations on the Equal Treatment for Faith-Based Organizations);
    - 7.8.1.7.6. Ex. Order No. 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and
    - 7.8.1.7.7. Ex. Order No. 13559 (Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations).
  - 7.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 7.9. "Sweatshop Free" Certification. Subrecipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Subrecipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Subrecipient's certification of this requirement is false or misleading, then Subrecipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 7.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Subrecipient in the performance of this Agreement shall be treated according to the following terms:
- 7.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Subrecipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Subrecipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Subrecipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Subrecipient which would compel disclosure of private information under this Agreement, Subrecipient shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Subrecipient for work under this Agreement.
  - 7.10.2. Pursuant to Section 149.43 of the Ohio Revised Code, all proprietary information of Subrecipient shall be held to be strictly confidential by ODH. Proprietary information is information which, if made public, would put Subrecipient at a disadvantage in the market place and trade of which Subrecipient is a part. Subrecipient is responsible for notifying ODH of the nature of the information prior to its release to ODH.

ODH reserves the right to require reasonable evidence of Subrecipient's assertion of the proprietary nature of any information to be provided.

- 7.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Subrecipient shall be retained and made available by Subrecipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Subrecipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 7.11. Disclosure of Personal Health Information. Subrecipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Subrecipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Subrecipient shall comply with 45 C.F.R.164.504(e)(2)(ii). Subrecipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Subrecipient hereby agrees that anytime information is provided or made available to any sub-Subrecipient or agent, Subrecipient must enter into a subcontract with the sub-Subrecipient or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Subrecipient must obtain ODH approval prior to entering into such agreements. Further, Subrecipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Subrecipient's obligations under this Agreement.
- 7.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Agreement. Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Subrecipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Subrecipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.
- 7.12.1. Termination, Sanction, Damages. If Subrecipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Subrecipient or any of its subcontractors perform any such services, Subrecipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Subrecipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Subrecipient performing services outside the United States.
- 7.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Subrecipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 7.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of % of the value of the Agreement.
- 7.12.4. ODH, in its sole discretion, may provide written notice to Subrecipient of a breach and permit Subrecipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Subrecipient any costs associated with acquiring those substitute services.

- 7.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Subrecipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Subrecipient performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 7.13. Drug Free Workplace. Subrecipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Subrecipient shall make a good faith effort to ensure that all employees of Subrecipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 7.14. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, the Subrecipient, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Subrecipient must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 7.15. Compliance.
- 7.15.1. Subrecipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Subrecipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. Subrecipient agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 7.15.2. Subrecipient certifies that Subrecipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Subrecipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Subrecipient shall immediately notify ODH of the debarment.
- 7.15.3. Subrecipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Subrecipient becomes disqualified from conducting business in Ohio, for whatever reason, Subrecipient shall immediately notify ODH of the disqualification.
- 7.15.4. Subrecipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.
- 7.16. Audit Exceptions.
- 7.16.1. ODH shall be responsible for receiving, replying to, and arranging compliance with any audit exception(s) found as a result of any state or federal audit of this Agreement as it pertains to federal or ODH funding of the Agreement. ODH shall promptly notify Subrecipient of any adverse findings which allegedly are the fault of Subrecipient. Upon receipt of notification by ODH, Subrecipient shall fully cooperate with ODH and timely prepare and send to ODH its written response to the audit exception(s).
- 7.16.2. The Parties shall be liable for any audit exception(s) that result(s) solely from their own acts or omissions in the performance of this Agreement. In the event that any audit exception(s) result(s) from the acts or omissions of both Subrecipient and ODH, the financial liability for the audit exception(s) shall be shared by the Parties in proportion to their relative fault.
- 7.16.3. For the purpose of this section, the term "audit exception" shall include federal disallowance and deferrals.
- 7.17. Trafficking Victims Act. In carrying out this Agreement, Subrecipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Subrecipient must include this provision in its contracts and subcontracts under this Agreement. Subrecipient must inform ODH immediately of any information regarding violation of the foregoing. Subrecipient understands that its failure to comply with this provision may subject ODH to loss of federal funds. Subrecipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.

- 7.18. Limitation of Liability. Subrecipient agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any such responsibility on the Subrecipient. ODH's liability for damages, whether in contract or in tort, shall not exceed the Total Agreement Amount or the amount of direct damages incurred by Subrecipient, whichever is less, and is the Subrecipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 7.19. Insurance. Subrecipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Subrecipient may be required to show proof of insurance upon request by ODH. Subrecipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Subrecipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Subrecipient is one of the following:
- 7.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
- 7.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
- 7.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 7.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Subrecipient. Subrecipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Subrecipient an unlimited license to use work and materials produced by Subrecipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant Number from . Its contents are solely the responsibility of the authors and do not necessarily represent the official views of ." Subrecipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- 7.21. Assignment. Subrecipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 7.22. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 7.23. Governing Law. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement.
- 7.24. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby,

provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.

- 7.25. Headings. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 7.26. Survival. Except as expressly stated otherwise in this Agreement, all sections herein relating to payment, confidentiality, license and ownership, liability, record retention, audit, publicity, conflicts of interest and ethics, warranties and limitations on damages shall survive the termination or expiration of this Agreement.
- 7.27. Notices.
- 7.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 7.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Subrecipient's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 7.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.
- 7.28. OMB Omni-Circular. If applicable, Subrecipient must meet the requirements and comply with the federal Office of Management and Budget (OMB) Omni-Circular, 2 CFR Part 200.

*Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.*

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES  
STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2022-02D  
State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

March 2022

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

400 Justice Drive  
(Address)

Lebanon, OH 45030  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

Warren County Health District  
(Name)

4116 S. East St. Lebanon, OH 45030  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

400 Justice Drive  
(Address)

Lebanon, OH 45030  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

Warren County Health District  
(Name)

4116 S. East St. Lebanon, OH 45030  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

406 Justice Drive  
(Address)

Leparon, OH 45026  
(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

Warren County Health District  
(Name)

4116 S. East St. Leparon, OH 45026  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

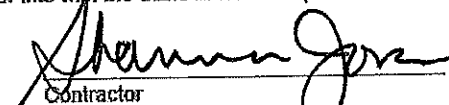
\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By:   
Contractor

Print Name: Shannon Jones

Title: President

Date: 8.8.23

# Resolution

Number 23-1003

Adopted Date August 08, 2023

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR AN EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, La Modero Entertainment is holding an event at the Warren County Fairgrounds on August 13, 2023; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of La Modero Entertainment for the purpose of obtaining a liquor license for an event to be held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control  
Agricultural Society (file)  
La Modero Entertainment





Department of Commerce

Division of Liquor Control

Division Use Only:
Check #:
Amount:
# of Checks:

F Permit Application

Allows qualifying organizations to sell beer ONLY until 1am for up to 5 days.

Ohio Revised Code 4303.20

READ BEFORE YOU START YOUR APPLICATION

Application MUST be filed with us AT LEAST thirty (30) days PRIOR to the event date or your application may NOT be approved in time for your event.

For your application to be deemed complete, you must fully and legibly complete this application, including:

- Answering all required questions ("\*" indicates a required field);
• Paying all the required fees listed below; and
• Submitting any additional required forms listed below.

Incomplete applications will be returned, unprocessed, which can prevent you from having your event. Do NOT submit this application separate from your payment. For faster processing, you are encouraged to file online at www.com.ohio.gov/getstarted

REQUIRED - Does your organization qualify?

1. \* Is the applicant a(n):
• Association of ten (10) or more persons;
• Labor union;
• Charitable organization; OR
• Employer of ten (10) or more persons sponsoring a function for the employer's employees?
[X] YES - Go to next question.
[ ] NO - STOP, the applicant does NOT qualify for this permit.
2. \* Will ANY of the money made from the event, minus legitimate expenses, be used for the profit or gain of any individuals or for-profit organizations?
[ ] YES - STOP, Applicant does NOT qualify for the event.
[X] NO - Go to next question.
3. \* Only two (2) F (beer only) permits can be issued to the same applicant within any thirty (30) day period. For example, Organization X gets a F permit for events that start on March 15 and April 1, respectively. Organization X cannot have another F (beer only) permit issued to it until April 14th, which is 30 days after its first event that began on March 15. Has applicant had F (beer only) permits before?
[ ] Yes - List the last two event start dates below. If they are NOT within 30 calendar days, go to next section.
[X] No - Continue to next section.
Date: Event location:
Date: Event location:

**SECTION A – Fees MUST be submitted with this application, or it WILL be returned, unprocessed.**  
(make checks or money orders payable to Treasurer, State of Ohio)

- \$40 F Permit Fee (NO CASH)

**SECTION B – Applicant Contact Information**

\* Full Name of Organization as listed with the Secretary of State ("Applicant"):

La Madero Entertainment

\* F Permit Premises Address (Exact address where function will be held-listed address MUST be the same on all documents):

665 North Broadway

\* Township (if premises is outside city limits): \* City: \* Zip Code: \* County:  
Lebanon 45036 Warren

Mail and/or Email Permit and Correspondence To: \* Contact Name: \* Title:  
Sonia Garnica President

\* Contact's Address: \* City: \* State: \* Zip Code: \* Phone #:  
6714 Midnight Sun Dr Mainville OH 45039 532276764

\* Contact's Email Address (REQUIRED - Failure to provide an email can delay our review of your application):  
[Grid for email address]

\* Person that will make sure the above-named applicant complies with Ohio's liquor laws:

Sonia Garnica

**\* SECTION C – Event Information (CANNOT be more than 5 consecutive days)**

Date (MM/DD/YY) Event STARTS: 08/13/23 Date Event ENDS: 08/13/23  
Time Event STARTS: 2:00  AM  PM Time Event ENDS: 11:00  AM  PM

**\* SECTION D – General Questions**

- \* What is the purpose of the event? Festival for families
- \* Will the applicant organization's members coordinate and operate the event, including handling the sale of the alcoholic beverages?  
 YES  
 NO – Provide a detailed explanation of the non-member(s) involvement and their financial compensation:  
\_\_\_\_\_
- \* Is there a liquor permit already issued at the event location (i.e., your event will be held at a restaurant that already has an issued Class D permit)?  
 YES – Provide the permit holder name \_\_\_\_\_ and permit # \_\_\_\_\_  
Go to [com.ohio.gov/findapermitholder](http://com.ohio.gov/findapermitholder). If your temporary permit premises will include any portion of the already issued permit premises, then you MUST submit a completed Issued Permit Holder's Agreement to Suspend its permit premises (LIQ\_17-0005) that is included in this application packet.  
 NO

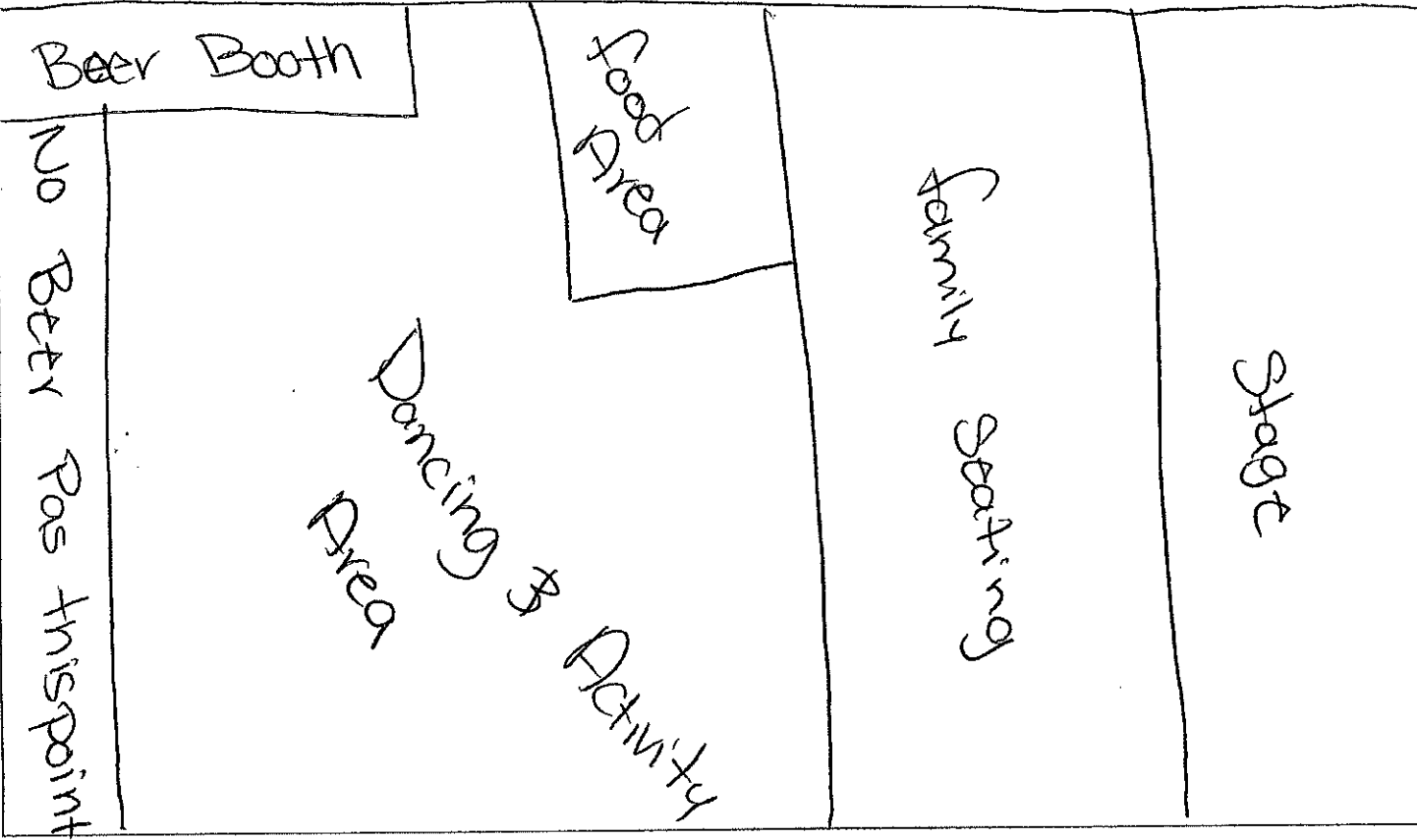
4. \* You **MUST** purchase your beer at wholesale from an Ohio licensed A-1 or A-1c brewery or a B-1 beer distributor. You can **NEVER** buy your alcohol from another retail permit holder to sell at your event. Provide the name, permit number, and address from whom beer will be purchased for your event (go to [com.ohio.gov/findapermitholder](http://com.ohio.gov/findapermitholder) and follow the instructions to find qualifying Ohio permit holders).

Ohio Eagle Beer Distributor

5. \* Will this event require any street, alley, or public sidewalk closures?
- YES – Submit the included Street Closure Acknowledgment Form (LIQ 17-0006) with this application packet.
- NO
6. \* Does applicant, as listed in Section B, own the real estate on which the proposed event will be located (i.e., the owner name listed on the county auditor website exactly matches the applicant name listed in Section B of this application)?
- YES
- NO – Submit the included Tenancy Notification Form (LIQ 17-0003) with this application packet.
7. \* Is the event location identified in Section B above located within a Designated Outdoor Refreshment Area (DORA)? Not sure what a DORA is or if your location is within an existing DORA's boundaries, go to [www.com.ohio.gov/dora](http://www.com.ohio.gov/dora).
- YES  NO

**SECTION E – Temporary Liquor Permit Diagram of Proposed Permit Premises**

ALL temporary liquor permit applicants **MUST** submit a detailed diagram/drawing of the event's permit premises describing where alcoholic beverages will be stored, sold, and consumed. Include approximate dimensions like 10 x 10. We **CANNOT** process this application if the diagram is not included. If using a picture or image, please write "image included" below and make sure the image is clear and shows things like streets, barrier locations, etc.



**SECTION E – Required information for application to be deemed complete or it WILL be returned, unprocessed.**

1.  Meet the statutory requirements for the applied permit (see Ohio Revised Code 4303.20).
2.  Submit the applicable permit fee (see Section A above) and ensure that the:
  - Payment is by check or money order (NO CASH) and made payable to "Treasurer, State of Ohio"
  - Payment is signed,
  - Numeric amount listed matches the written amount, and
  - Applicant listed in Section B is in the memo line (if different than contact information printed on payment).
3.  Submit this application (answer ALL questions, including any requested organization business information).
4.  Submit a completed Peace Officer Notification Form (LIQ\_17-0004).
5.  Submit a completed Diagram of Permit Premises for Temporary Permit Form (page 3 above).
6.  Submit a completed Street Closure Acknowledgment Form (LIQ\_17-0006).
  - N/A – no street closures required.
7.  Submit a completed Tenancy Notification Form (LIQ\_17-0003).
  - N/A – event premises is not rented.
8.  Submit a completed Issued Permit Holder's Agreement to Suspend the applicable portion of their permit premises (LIQ\_17-0005).
  - N/A – event is not held on another permit holder's premises.

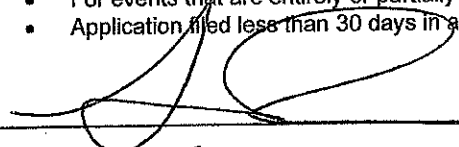
**NOTE:** The Division of Liquor Control does **NOT** regulate or provide legal advice to individuals regarding Ohio's gambling laws. Any gambling related questions should be directed to your attorney, the Ohio Investigative Unit, or the Ohio Attorney General's Office, Charitable Law Section. Go to [com.ohio.gov/whodoeswhat](http://com.ohio.gov/whodoeswhat) for more information.

**SECTION I – CERTIFICATION AND SIGNATURE**

\* The person signing this application **MUST** be an officer with the applicant organization or the person listed above in Section B as being responsible for the food/beverage operation for the event.

By signing below, I certify and understand that:

- I am at least 21 years of age and have authority to execute this application;
- The information provided herein is true, correct, and complete to the best of my knowledge and belief;
- I am not using this temporary permit as a means to avoid securing a regular permit;
- During the review of this application further documentation or actions may be needed and my failure to timely comply could delay the processing of my application;
- A temporary permit is subject to Ohio liquor laws like any other retail permit;
- The proposed permit premises as described or enclosed herein are accurate as to where alcoholic beverages will be stored, sold, and consumed during the event,
- For events that are entirely or partially outdoors, the premises **MUST** have visible boundaries like fencing, walls, or ropes; and
- Application filed less than 30 days in advance of the event may not be processed in time for my event.



(Signature of Applicant)

Sonia Barnica  
(Print Name)

President  
(Title)

07/24/23  
(Date)

Submit the application, fees, and required forms to:  
Ohio Department of Commerce – Division of Liquor Control  
c/o Temporary Permit Section  
6606 Tussing Road  
Reynoldsburg, OH 43068-9005

Questions? Go to [com.ohio.gov/ineedhelp](http://com.ohio.gov/ineedhelp)  
Email [liquortemporarylicensing@com.ohio.gov](mailto:liquortemporarylicensing@com.ohio.gov)  
Call (614) 644-3155  
Office Hours: 8:00 a.m. - 5:00 p.m. EST  
Sign-up to stay informed at [com.ohio.gov/stayinformed](http://com.ohio.gov/stayinformed)



Department of Commerce

Division of Liquor Control

Division Use Only:
Permit #: _____
Permit Type: _____

TEMPORARY PERMIT CHIEF PEACE OFFICER NOTIFICATION FORM

SECTION A - TEMPORARY PERMIT INFORMATION (Completed by applicant)

The temporary permit applicant Santa Garmica has an event planned at: 665 North Broadway Lebanon OH for

the following date(s) and time(s) specified below:

Date Event **BEGINS:** 08/13/23 Start Time: 2:00  AM  PM  
(Month/ Day/ Year)

Date Event **ENDS:** 08/13/23 End Time: 11:00  AM  PM  
(Month/ Day/ Year)

Will there be any type of street, alley, or public sidewalk closure for this event?

YES (Include a completed Street Notification Acknowledgment Form with your application).

NO

Section B - CHIEF PEACE OFFICER SIGNATURE (Completed by City/Township Police or County Sheriff).

This portion **MUST** be signed by the Chief Peace Officer, or their designee, who has jurisdiction over the location where this function will be held, indicating that they have been notified of the:

- applicant, date, time, place, and duration of the event, and
- any street, alley, or public sidewalk closures for the event.

I, being the Chief Peace Officer, or their designee, acknowledge that the organization listed above in Section A notified our office that it will hold an event at the applied for location on the specified date(s) and, if applicable, that the listed street, alley, or sidewalk closures will take place. If the township does not have a Chief Peace Officer, the County Sheriff's Office must sign-off.

[Signature]  
(Peace Officer Signature)

Sheriff Larry C Sims  
(Please Print Name)

7-28-23  
(Date)

- University Police
- County Sheriff
- Township Police
- City Police



Department of Commerce

Division of Liquor Control

Division Use Only:  
 Permit #: \_\_\_\_\_  
 Permit Type: \_\_\_\_\_

TEMPORARY PERMIT TENANCY FORM

Section A – Temporary Permit Event Information (Completed by Applicant)

Applicant (as listed on the permit application), Sonia Garnica

has applied for a temporary liquor permit to be issued at the following address:

665 North Broadway (street address) Lebanon OH 45036 (city/zip)

between the dates listed below.

Date Event STARTS: 08/13/23 (Month/ Day/ Year) Start Time: 2:00  AM  PM

Date Event ENDS: 08/13/23 (Month/ Day/ Year) End Time: 11:00  AM  PM

Section B – Real Property Owner Signature and Acknowledgment (Completed by Property Owner)

By signing below, I \_\_\_\_\_, state that I own the property listed in Section A above and that I consent to the Applicant, also listed in Section A above, having its temporary permit event on my property during the dates specified above. Furthermore, if the above-described property is located on a federal, state, or local park/fairground, I certify that I have the authority to sign on behalf of that governmental entity and that the applicable board or officials for that governmental entity are aware of the event.

Shannon Jones  
 (Signature of Real Property Owner or Government Official)

\_\_\_\_\_  
 (Email Address) 8.8.23 (Date) 513.695.1250 (Telephone)

# Resolution

Number 23-1004

Adopted Date August 08, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO J.K. MEURER CORP. FOR THE FY23 UNION TOWNSHIP, WARREN COUNTY - HIGHLAND PARK REPAVING PHASE 2 CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., on August 2, 2023, and the bids received were opened and read aloud for the FY23 Union Township, Warren County – Highland Park Repaving Phase 2 CDBG Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Director, J.K. Meurer Corp. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants Administration, that it is the intent of this Board to award the contract to , J.K. Meurer Corp., 33 Glendale Milford Road, Loveland, Ohio 45140 for a total bid price of \$57,024.00; and

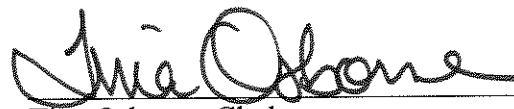
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OGA (file)  
OMB Bid file

# Resolution

Number 23-1005

Adopted Date August 08, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO J & J ENVIRONMENTAL, INC. (DBA TELE-VAC) FOR THE AS NEEDED SANITARY POINT LINER REPAIRS PROJECT RE-BID

WHEREAS, bids were closed at 11:00 a.m., on August 3, 2023, and the bids received were opened and read aloud for the As Needed Sanitary Point Liner Repairs Project Re-Bid, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Deputy Sanitary Engineer, J & J Environmental, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to , J & J Environmental, Inc., 7611 Easy Street, Mason, Ohio 45040; and

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

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB Bid file



# Resolution

Number 23-1006

Adopted Date August 08, 2023

ENTER INTO AN H2OHIO DIRECT ASSISTANCE PWS STANDARD GRANT  
AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE  
REIMBERSEMENT OF ELIGIBLE PROJECT/PROGRAM COSTS

WHEREAS, the Water and Sewer Department was awarded an H2Ohio Direct Assistance grant from the Ohio Environmental Protection Agency in the amount of \$7,688 for project costs associated with the Sharts Road Public Water System; and

WHEREAS, the grant manager requires the execution of a standard grant agreement in order to disburse funds; and

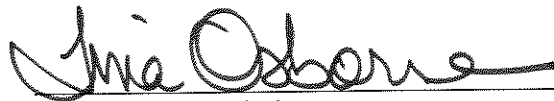
NOW THEREFORE BE IT RESOLVED, to execute an H2Ohio Direct Assistance PWS Standard Grant Agreement, as attached hereto and made a part hereof, with the Ohio Environmental Protection Agency for the Warren County Sharts Road Public Water System.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio EPA  
Water/Sewer (file)  
Project file

Ohio Environmental Protection Agency

**H2Ohio Direct Assistance PWS Standard Grant Agreement**

This Agreement is made and entered into as of the "Effective Date" by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the Warren County Sharts Road PWS (PWS), its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

**WHEREAS** Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

**WHEREAS** Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

**WHEREAS** the Director of Ohio EPA has determined that **Grantee's Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

**WHEREAS**, for purposes of this H2Ohio Grant Award, "Eligible Project/Program Costs" may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$7,688.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

**NOW THEREFORE**, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

Ohio Environmental Protection Agency

- I. **Grant Award.** The Director hereby awards to the Grantee a Grant not to exceed \$7,688.00 from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "Exhibit 1" for the Work Activities for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the Grantee or Grantee's Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid prior to the effective date of the grant agreement will not be reimbursed pursuant to this agreement.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "Exhibit 1" and fully incorporated herein.
- D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "Exhibit 1" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
- E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.

- II. **Grant Method of Disbursement and Release of Fund.** The Grantee agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this Grant Agreement.

Ohio Environmental Protection Agency

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the effective date of this Grant Agreement.
  - B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
  - C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
  - D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed \$7,688.00.
  - E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.
- III. **Changes to Project or Method of Disbursement.** Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.
- IV. **Grantee's Representations.** Grantee agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.
- V. **Nondiscrimination.** The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

Ohio Environmental Protection Agency

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- VI. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- VII. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- VIII. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IX. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- X. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- XI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement, including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.
- XII. It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The **Grantee** certifies that neither the **Grantee** nor its

Ohio Environmental Protection Agency

employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.

- XIII. Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- XIV. Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.
- XV. Project Phase and Fiscal Reports.**

**Project Phase Metrics Reports and Fiscal Reports** for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

**Fiscal Reports** shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

**XVI. Final Reports.**

**Final Project Report.** Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

**Final Fiscal Report.** Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall: (i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's**

Ohio Environmental Protection Agency

fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

- XVII. Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XVIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
- XIX.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XX.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XXI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee** understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XXII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.

Ohio Environmental Protection Agency

- XXIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XXIV.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement and any grant-related expenditures made prior to the effective date of the Grant Agreement will not be reimbursed.
- XXV.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXVI.** **Indemnity.** To the extent permitted under ORC 5705.44, **Grantee** agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the **Project/Program**, including any acts or omissions of **Grantee**. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by **Grantee** in carrying out the activities pursuant to this Agreement.
- XXVII.** **Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXVIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the **Grantee**, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIX.** **Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions



Ohio Environmental Protection Agency

and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for

Ohio Environmental Protection Agency

services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.

- XXX.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.
- XXXI. Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty-five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

- XXXII. Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency  
Attn: Sean Stephenson, Division of Drinking and Ground Waters  
P.O. Box 1049  
Columbus, OH 43216-1049  
Email: [DDAGW.Grants@epa.ohio.gov](mailto:DDAGW.Grants@epa.ohio.gov)

- XXXIII. Grant Funds Not Expended:** If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds

Ohio Environmental Protection Agency

released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

**Effective Date.** This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

**The remainder of this page was left intentionally blank.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**Grantee:** Warren County Sharts Road PWS

**Award:** \$7,688.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Shannon Jones  
Signature of Grantee's Authorizing Agent

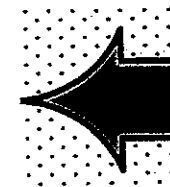
8-8-23  
Date

Shannon Jones, President  
Name and Title of Authorizing Agent  
(Please type or print)

APPROVED AS TO FORM

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

Ohio Environmental Protection Agency



---

Anne M. Vogel, Director, or Authorized Agent  
Ohio Environmental Protection Agency

---

Date

EXHIBIT 1



**Equipment Grant  
Application and Guidelines**

**Division of Drinking and Ground Waters  
P.O. Box 1049  
Columbus, OH 43216-1049  
Phone: 614-644-2752**

**Website: <http://epa.ohio.gov/ddagw/>**

**Email: [DDAGW.Grants@epa.ohio.gov](mailto:DDAGW.Grants@epa.ohio.gov)**

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## **I. Introduction**

With the implementation of asset management program requirements for all public water systems, a need has been identified for valve exercising, leak detection and meter accuracy testing equipment. Grants are being offered to reimburse the initial cost of valve exercising, leak detection and meter accuracy testing equipment. The purpose of these grants is to help public water systems increase their technical capacity to provide a continuous source of safe drinking water.

This grant opportunity is made possible by Governor Mike DeWine's H2Ohio initiative. H2Ohio is a comprehensive and data-driven approach to reduce harmful algal blooms, improve wastewater, and water infrastructure, and prevent lead contamination.

## **II. Grant Application Guidelines**

### **a. DEADLINES AND REVIEW DATES**

Applications will be accepted beginning on December 20, 2022, until January 25, 2023.

Grant applications will be reviewed by Ohio EPA and applicants will be notified within 90 days from the close of the application of the award determination. If Ohio EPA has additional funding after the initial application period, a second application period will be announced.

### **b. ELIGIBILITY**

Ohio community public water systems that need equipment for valve exercising, leak detection, or meter accuracy testing are eligible to apply. Equipment obtained under the grant must be used for the purchase of equipment necessary to exercise distribution system valves and perform leak detection in the distribution system.

Where applicable, the public water system must also comply with Ohio ethics laws and conflict of interest laws; the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et. seq.); state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111); and the PWS Authorizing Agent/owner or spouse, as applicable under ORC 3517.13(I) or ORC 3517.13(J), has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.

### **c. ELIBIBLE EQUIPMENT & SUPPLIES AND TRAINING**

Equipment obtained under the grant must be used for to exercise distribution system valves, perform leak detection in the distribution system and for meter accuracy testing. The following are examples of equipment that are eligible under this grant:

- Valve exercising equipment
- Clamp on flowmeters to check accuracy of meters

- Pressure loggers
- Pitot Tube kits to measure hydrant flow and perform hydrant condition assessment
- Amplified Listening Device to detect leaks in the distribution system.
- Metal pipe locator
- Training on the use of the above equipment.

d. GRANT AMOUNTS AND PROJECT DURATION

Grants may be requested for equipment, supplies and training in an amount not to exceed \$10,000. Grants may only be requested for equipment, supplies and training obtained on or after a fully executed grant agreement is in place. Please **round off all requests to the nearest dollar amount**. Equipment supplies and training must be obtained, and reimbursement requested must be submitted within **6 months** of the date on Ohio EPA's grant agreement, unless an extension is granted in writing from Ohio EPA.

e. ASSISTANCE WITH APPLICATIONS

Please direct all inquiries to Sean Stephenson by email at [DDAGW.Grants@epa.ohio.gov](mailto:DDAGW.Grants@epa.ohio.gov). Please include "Public Water System Equipment Grant" in the subject line.

f. APPLICATION SUBMITTAL

Application materials may be submitted in hard copy (paper) to the address on the cover of these guidelines or e-mailed to: [DDAGW.Grants@epa.ohio.gov](mailto:DDAGW.Grants@epa.ohio.gov). Electronic submissions must be readable by Microsoft Word 2010 or newer software (for text, tables, and related materials) and Microsoft Excel 2010 or newer software (for spreadsheets). If you do not receive confirmation within two business days that your application has been received, please call the Division of Drinking and Ground Waters.

Applicants submitting their proposals on paper must provide **one** original of the application package, including an original signature from the System Owner or Authorized Agent (preferably in blue ink). The original may be single-sided or double sided. The application should be stapled in the upper left-hand corner. Please do not otherwise bind. Do not include cover letters, blank pages, dividers, or a table of contents. Fax submittals will not be accepted.

**By mail:**  
Ohio EPA  
Division of Drinking and Ground Waters  
P.O. Box 1049  
Columbus, OH 43216-1049  
(614) 644-2752



g. GRANT AWARD PROCESS

Equipment supplies and training must be obtained, and reimbursement requested within 6 months of the date on Ohio EPA's grant agreement unless an extension is granted in writing from Ohio EPA.

A grant award letter will be sent to all applicants along with a grant agreement. The grant agreement will need to be signed by the Owner or Authorized Agent and returned. The Director of Ohio EPA will review and sign the agreement. This fully executed agreement will be returned and at this time equipment purchases can be made. The grant award letter and agreement will specify the award amount and provide instructions for obtaining reimbursement and completing the closeout report.

Upon receipt of a grant award letter and agreement the applicant will have six months from that date to purchase the equipment, supplies and training specified in their application including proof of purchase (receipts). An extension may be requested.

Applicants who are not awarded funding will be notified by email.



## Public Water System Equipment Grant Application

*For Office Use Only:*

Application Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

### Section 1. Contact Information for Applicant

Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	Warren County Water and Sewer Dept
b. PWS Identification Number (PWSID):	8346912
b. Federal Employer Identification Number (EIN):	<b>31-6000058</b>
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. County:	Warren
h. Authorizing Agent:	Christopher Brausch
i. Authorizing Agent Phone Number:	513-695-1193
j. Authorizing Agent Email Address:	chris.brausch@co.warren.oh.us

**Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).**

a. Project Director (Primary Contact):	<b>Christopher Brausch</b>
b. Title:	Sanitary Engineer
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1193
h. Fax:	513-695-2995
i. Email Address:	chris.brausch@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	Jeff Byrd: Distribution Supervisor:513-695-1648;jbyrdwcv@outlook.com,
k. Person performing analysis if different from above:	
l. Title:	
m. Phone:	
n. Email Address:	

**Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)**

a. Fiscal Agent:	<b>Michael Zeiher</b>
b. Title:	Director of Fiscal Operations
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1642
h. Fax:	513-695-2995
i. Email Address:	michael.zeiher@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	

## Section 2. Applicant Certification Statement

**Instructions:** Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

### Statement of Certification

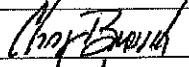
I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- The equipment purchased under this Program is owned and operated by the applicant public water system.
- The applicant will maintain the equipment for a minimum period of four years from the date of purchase. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years.
- The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state

ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

**Table 2-1. Applicant Certification Signature**

a. Signature of Authorizing Agent:	
b. Date:	1/24/2025
c. Name (typed):	Christopher Brausch
d. Title or relationship to applicant organization:	<b>Sanitary Engineer</b>
e. Name of Public Water System	Warren County Water and Sewer Dept

**Section 3. Equipment and Training**

Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)
Equipment and Supplies			
a. Schonstedt Instrument Model GA-92KTD	8	961.00	7688.00
b.			
c.			
Training			
d.			
e.			
f. Total Cost			7688.00

#### **Section 4. Equipment Use Description**

**Please provide a description of how the equipment planned to be purchased under the grant will be used and maintained.**

The metal detectors would allow our personnel to effectively and expeditiously locate customer meter's, main line valves, hydrant valves, and curb stops. As our department is feeling the impact of increasing occurrences of emergencies and water main breaks, we need the metal detectors to help us save time when searching for valves to shut down mains in order to fix the breaks. We are also seeing that with the roads widening and the additional landscaping, the valves and meter pits are getting covered, thus making them difficult, if not impossible to locate through traditional means.

# Resolution

Number 23-1007

Adopted Date August 08, 2023

## ADVERTISE NOTICE OF DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR FEDERAL FISCAL YEAR 2023 and 2024 FOR WARREN COUNTY TRANSIT

WHEREAS, Warren County operates a public transportation system which is funded primarily with grants from the Federal Transit Administration and the Ohio Department of Transportation; and

WHEREAS, as a requirement of the federal funded program, Warren County must adopt a Disadvantaged Business Enterprise (DBE) Program and establish a DBE goal for each fiscal year; and

WHEREAS, under the guidelines of the Program, it is required that the general public, as well as any interested public, private, and paratransit operators, including taxi operators, is given notice regarding the Disadvantaged Business Enterprise (DBE) goal and an opportunity to comment on said goal; and

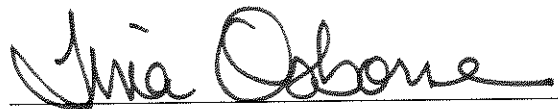
NOW THEREFORE BE IT RESOLVED, to publish in a newspaper of general circulation the notice of Warren County Transit's DBE goal for federal fiscal year 2023 and 2024; said notice to appear for one week.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)  
Transit (file)

# Resolution

Number 23-1008

Adopted Date August 08, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ACCEPT AND SIGN THE UPDATED WARREN COUNTY TRANSIT SERVICE SAFETY PLAN

WHEREAS, Ohio Department of Transportation requires that each transit system receiving State or Federal Transit Administration funds to adopt a public transportation safety plan; and

WHEREAS, revisions to the safety plan were necessary, and

NOW THEREFORE IT RESOLVED, to approve and authorize the president of the Board of County Commissioners to accept and sign the Updated Warren County Transit Service Safety Plan; as attached hereto and made a part hereof,

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



☪ Tina Osborne, Clerk

sm/

cc: Transit (file)  
Policy file  
ODOT



# Resolution

Number 23-1009

Adopted Date August 08, 2023

DECLARE VARIOUS ITEMS WITHIN FACILITIES MANAGEMENT, JUVENILE COURT, SHERIFF'S OFFICE, AND TELECOM AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Facilities Management, Juvenile Court, Sheriff's Office, and Telecom in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2023 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)

6/8/23 - GovDeals is getting an upgrade! The new platform features an improved search and navigation experience optimized for devices of all sizes. [Try the public Beta version now.](#) Same great auctions, new user experience.



## Set of 3 Tall Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

**Condition**

Used/See Description

**Category**

Furniture/Furnishings

**Inventory ID**

FAC230093

Set of 3 tall metal lockers. 36.25" wide x 72" tall x 12" deep. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)

6/8/23 - GovDeals is getting an upgrade! The new platform features an improved search and navigation experience optimized for devices of all sizes. [Try the public Beta version now.](#) Same great auctions, new user experience.

X



## 10 Office Chairs

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

FAC230094

10 assorted office chairs as pictured. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



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## Set of 8 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC230095

Set of 8 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18" deep. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



## Set of 8 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

**Condition**

Used/See Description

**Category**

Furniture/Furnishings

**Inventory ID**

FAC230096

Set of 8 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18" deep. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

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## Set of 8 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

**Condition**

Used/See Description

**Category**

Furniture/Furnishings

**Inventory ID**

FAC230097

Set of 8 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18" deep. As is.

### ? Questions and Answers

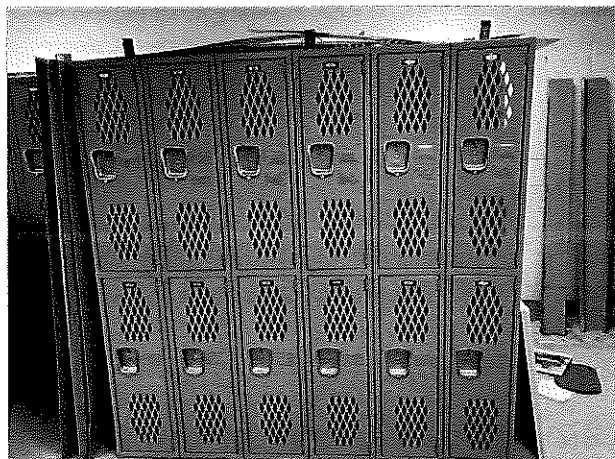
There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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## Set of 12 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230098

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As Is.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Tammy May</a> (Phone: 513-695-1463)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

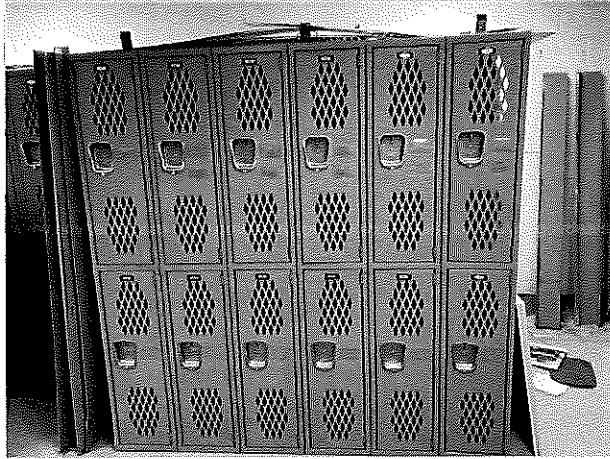
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## Set of 12 Lockers

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

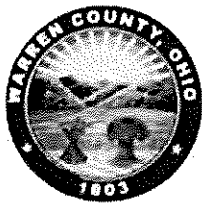
Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230099

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Tammy May</a> (Phone: 513-695-1463)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment



GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

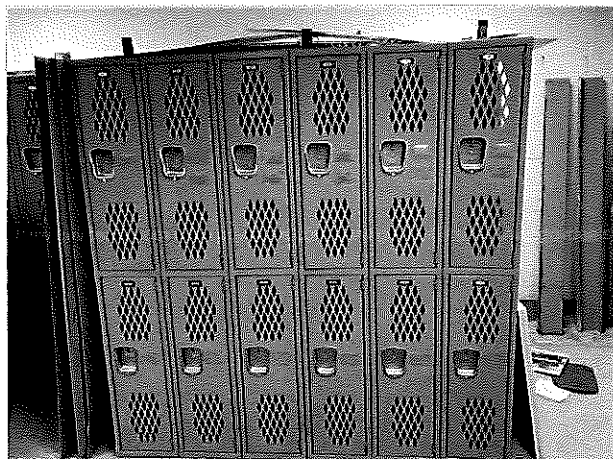
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## Set of 12 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230100

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Tammy May</a> (Phone: 513-695-1463)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment

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## Set of 12 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230101

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Tammy May</a> (Phone: 513-695-1463)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment

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## Set of 10 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230102

Set of 10 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

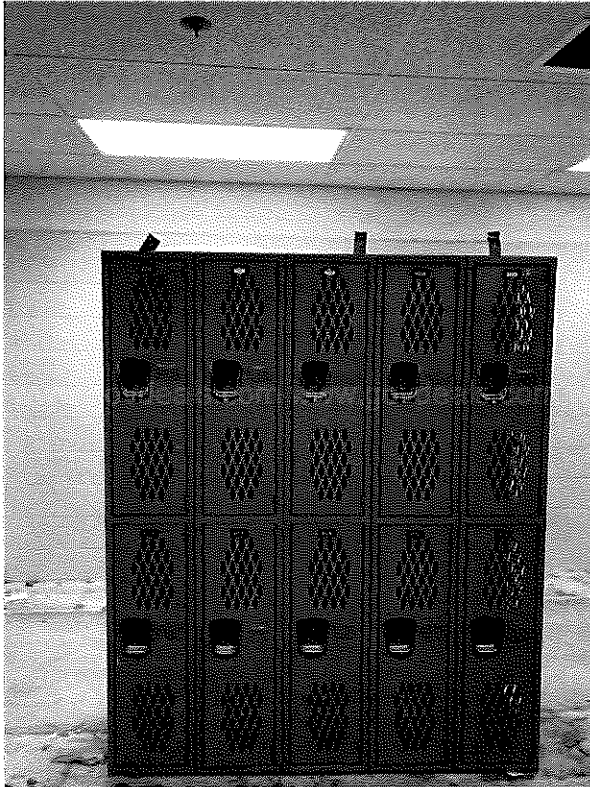
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## Set of 10 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC230103

Set of 10 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## Set of 10 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230104

Set of 10 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## Dell Monitor

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Computer Monitors	JUV23008

Dell Monitor

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact	<a href="#">Michael Mason</a> (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

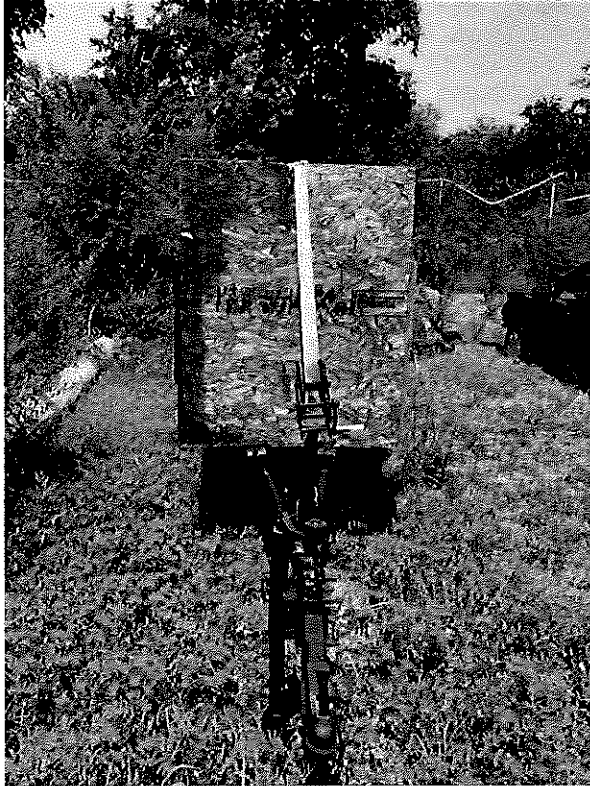
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## black trailer

Auction Ends **9/4/23 3:24 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Trailers	SHF23001

Black traller filled with misc. content.

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

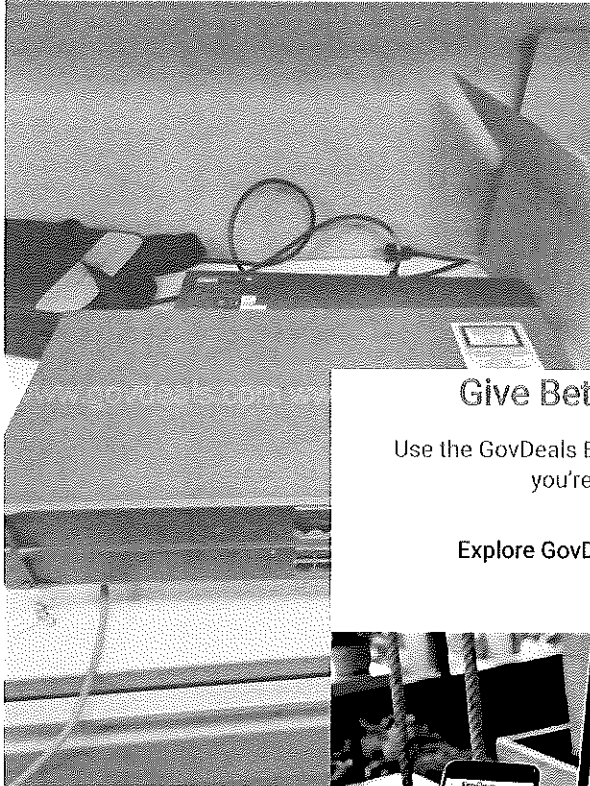
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## 2 CISCO CATALYST 2960

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

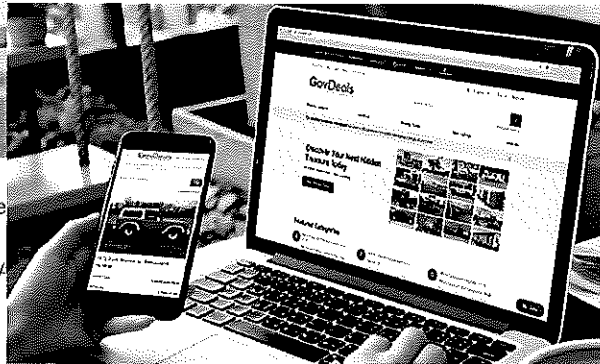
Sign In to Place Bid



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Make/Brand: CISCO  
Model: CAT/

Quantity: Lot 1  
Condition: Used/See Description

Computers, Parts, and Supplies

Inventory ID

TEL23046

BOTH ITEMS ARE IN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



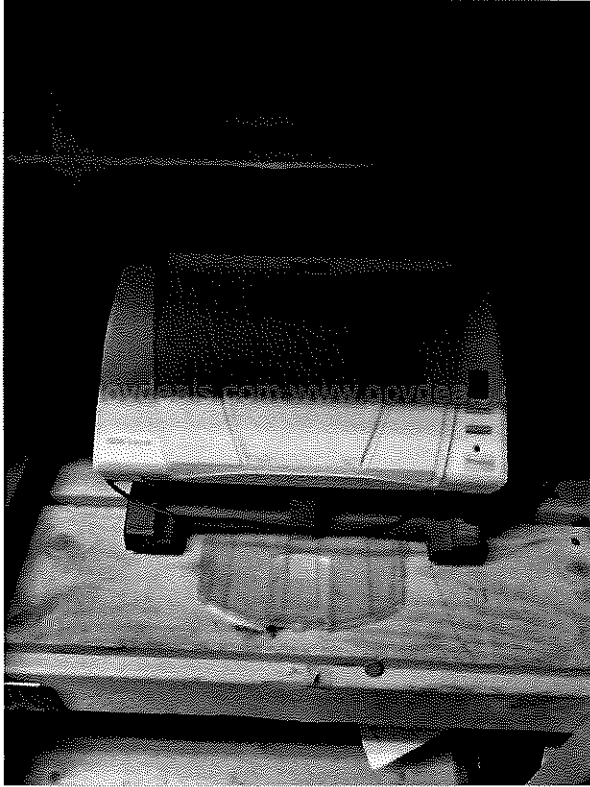
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## KODAK i1220 SCANNER

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
KODAK	I1220 SCANNER	K43851454
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL23047
UNKNOWN WORKING CONDITION		

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

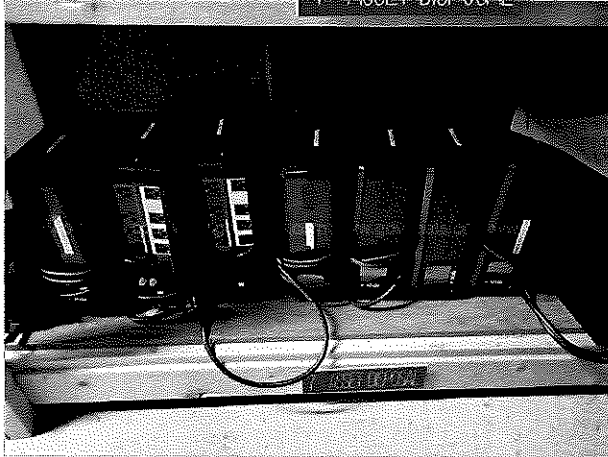
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6 TRIPPLITE UPS OMNI  
900LCD, 1 TRIPPLITE UPS  
INTERNET 550U, 2  
TRIPPLITE UPS SMART, 1  
APC UPS BACK-UP PRO

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
TRIPPLITE / APC	VARIOUS UPS MODELS	SEE BELOW

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	TEL23048

ALL UPS MODELS IN THIS LOT ARE UNKNOWN IN WORKING CONDITIONS AT THIS TIME BATTERIES NOT INCLUDED IN THIS LOT  
 SERIAL NUMBERS: 6 TRIPPLITE UPS OMNI 900LCD 2238BY00M844200699 2131AY00M844200425 2131AY00M844200426  
 2238BY00M844200727 213AY00M844200420 2635AVHOM879401228 TRIPPLITE UPS INTERNET 550U 243HY0BC785701149 APC  
 UPS BACK-UP PRO 1000 BR1000G 3B1722X06064 2 TRIPPLITE UPS SMART1000LCD 9939CY0SM785500633  
 9939CY0SM785500159

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

# Resolution

Number 23-1010

Adopted Date August 08, 2023

## ACKNOWLEDGE RECEIPT OF JULY 2023 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the July 2023 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	81,014,530.89	7,454,013.32	6,450,069.76	82,018,474.45	586,654.14	82,605,128.59
2201	SENIOR CITIZENS SERVICE LEVY	6,975,265.80	0.00	707,452.21	6,267,813.59	0.00	6,267,813.59
2202	MOTOR VEHICLE	10,721,462.66	119,238.84	723,020.76	10,117,680.74	358,146.54	10,475,827.28
2203	HUMAN SERVICES	1,262,212.90	331,400.88	461,848.99	1,131,764.79	190,153.88	1,321,918.67
2204	COVID19 EMERGENCY RENTAL ASSIS	4,591,591.86	0.00	0.00	4,591,591.86	0.00	4,591,591.86
2205	BOARD OF DEVELOPMENTAL DISABIL	30,700,660.17	836,649.50	1,241,735.94	30,295,573.73	454,633.10	30,750,206.83
2206	DOG AND KENNEL	711,258.72	7,302.53	30,048.40	688,512.85	1,399.14	689,911.99
2207	LAW LIBRARY RESOURCES FUND	93,058.20	29,729.75	32,440.37	90,347.58	27,601.76	117,949.34
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	0.01	0.00	0.00	0.01	0.00	0.01
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	19,751,508.30	50,000.00	570,462.85	19,231,045.45	563,811.99	19,794,857.44
2212	ONEOHIO OPIOID SETTLEMENT FUND	379,674.94	0.00	0.00	379,674.94	0.00	379,674.94
2215	VETERAN'S MEMORIAL	9,878.84	0.00	0.00	9,878.84	0.00	9,878.84
2216	RECORDER TECH FUND 317.321	245,096.29	7,897.50	16,810.42	236,183.37	0.00	236,183.37
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	570,376.47	11,400.00	13,261.00	568,515.47	12,261.00	580,776.47
2219	WIRELESS 911 GOVERNMENT ASSIST	450,095.36	19,627.70	15,277.88	454,445.18	0.00	454,445.18
2220	CP INDIGENT DRVR INTRLK/MONITG	11,608.45	129.97	0.00	11,738.42	0.00	11,738.42
2221	CC/MC INDIGENT DRIVER INTERLOC	124,341.53	613.69	0.00	124,955.22	0.00	124,955.22
2222	JUV INDIGENT DRIVER INTERLOCK	2,621.91	7.89	0.00	2,629.80	0.00	2,629.80
2223	PROBATE/JUVENILE SPECIAL PROJ	331,220.64	3,109.52	0.00	334,330.16	0.00	334,330.16
2224	COMMON PLEAS SPECIAL PROJECTS	173,032.17	7,570.00	2,619.47	177,982.70	619.47	178,602.17
2227	PROBATION SUPERVISION 2951.021	751,463.96	54,895.94	9,826.19	796,533.71	0.00	796,533.71
2228	MENTAL HEALTH GRANT	170,148.69	0.00	0.00	170,148.69	0.00	170,148.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	3,363,018.00	50,717.91	0.00	3,413,735.91	0.00	3,413,735.91
2231	CO LODGING ADD'L 1%	95,086.92	126,978.90	95,086.92	126,978.90	0.00	126,978.90

# Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	285,309.31	380,936.65	285,309.31	380,936.65	0.00	380,936.65
2233	DOMESTIC SHELTER	17,950.00	4,190.00	17,950.00	4,190.00	0.00	4,190.00
2237	REAL ESTATE ASSESSMENT	5,557,650.40	100.00	149,753.82	5,407,996.58	95,032.63	5,503,029.21
2238	WORKFORCE INVESTMENT BOARD	190,835.46	156,680.35	225,950.46	121,565.35	148,668.94	270,234.29
2243	JUVENILE GRANTS	335,868.41	3,720.00	1,170.00	338,418.41	300.00	338,718.41
2245	CRIME VICTIM GRANT FUND	20,729.33	4,535.22	3,609.92	21,654.63	0.00	21,654.63
2246	JUVENILE INDIGENT DRIVER ALCOH	21,382.35	62.85	0.00	21,445.20	0.00	21,445.20
2247	FELONY DELINQUENT CARE/CUSTODY	451,164.25	851,402.79	104,714.40	1,197,852.64	2,688.86	1,200,541.50
2248	TAX CERTIFICATE ADMIN FUND	28,036.23	0.00	136.00	27,900.23	0.00	27,900.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	807,315.25	0.00	15,607.28	791,707.97	748.00	792,455.97
2250	CERT OF TITLE ADMIN FUND	3,601,388.29	215,719.29	90,036.89	3,727,070.69	574.26	3,727,644.95
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	38,916.25	0.00	4,638.63	34,277.62	0.00	34,277.62
2255	MUNICIPAL VICTIM WITNESS FUND	111,802.62	0.00	6,632.36	105,170.26	0.00	105,170.26
2256	WARREN COUNTY SOLID WASTE DIST	1,124,543.23	15,714.50	17,274.91	1,122,982.82	480.16	1,123,462.98
2257	OHIO PEACE OFFICER TRAINING	115,304.32	0.00	0.00	115,304.32	0.00	115,304.32
2258	WORKFORCE INVESTMENT ACT FUND	105,208.83	97,568.13	74,103.51	128,673.45	6,799.90	135,473.35
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	843,730.32	22,329.50	17,054.10	849,005.72	80.00	849,085.72
2263	CHILD SUPPORT ENFORCEMENT	1,589,474.84	404,779.50	217,633.76	1,776,620.58	188.39	1,776,808.97
2264	EMERGENCY MANAGEMENT AGENCY	283,964.89	63,397.62	20,590.12	326,772.39	0.00	326,772.39
2265	COMMUNITY DEVELOPMENT	593,649.29	36,301.25	22,547.47	607,403.07	0.00	607,403.07
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

# Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	273,964.70	1,930.00	0.00	275,894.70	0.00	275,894.70
2269	INDIGENT DRIVER ALCOHOL TREATM	779,859.61	5,912.26	0.00	785,771.87	0.00	785,771.87
2270	JUVENILE TREATMENT CENTER	294,130.36	297,922.13	108,937.41	483,115.08	0.00	483,115.08
2271	DTAC-PROSECUTOR ORC 321.261	359,472.09	0.00	14,913.26	344,558.83	0.00	344,558.83
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	10,541,808.60	691,709.23	640,382.74	10,593,135.09	253,040.50	10,846,175.59
2274	COUNTY COURT COMPUTR 1907.261A	82,583.49	1,108.00	68.02	83,623.47	34.01	83,657.48
2275	COUNTY CRT CLK COMP 1907.261B	167,680.18	3,470.00	0.00	171,150.18	0.00	171,150.18
2276	PROBATE COMPUTER 2101.162	102,133.63	705.00	0.00	102,838.63	0.00	102,838.63
2277	PROBATE CLERK COMPUTR 2101.162	288,231.01	2,350.00	0.00	290,581.01	0.00	290,581.01
2278	JUVENILE CLK COMPUTR 2151.541	52,426.38	1,094.53	0.00	53,520.91	0.00	53,520.91
2279	JUVENILE COMPUTER 2151.541	49,177.94	331.53	0.00	49,509.47	0.00	49,509.47
2280	COMMON PLEAS COMPUTER 2303.201	89,850.74	1,266.00	0.00	91,116.74	0.00	91,116.74
2281	DOMESTIC REL COMPUTER 2301.031	8,421.15	198.00	0.00	8,619.15	0.00	8,619.15
2282	CLERK COURTS COMPUTER 2303.201	166,222.52	11,141.00	0.00	177,363.52	0.00	177,363.52
2283	COUNTY CT SPEC PROJ 1907.24B1	2,115,394.87	19,379.55	10,912.79	2,123,861.63	732.90	2,124,594.53
2284	COGNITIVE INTERVENTION PROGRAM	427,826.95	1,790.00	6,970.25	422,646.70	411.85	423,058.55
2285	CONCEALED HANDGUN LICENSE	800,133.56	5,788.75	5,779.58	800,142.73	0.00	800,142.73
2286	SHERIFF-DRUG LAW ENFORCEMENT	2,745.09	850.00	369.99	3,225.10	604.94	3,830.04
2287	SHERIFF-LAW ENFORCEMENT TRUST	305,902.50	0.00	2,280.52	303,621.98	200.00	303,821.98
2288	COMM BASED CORRECTIONS DONATIO	9,451.42	0.00	0.00	9,451.42	0.00	9,451.42
2289	COMMUNITY BASED CORRECTIONS	0.00	161,562.00	0.00	161,562.00	0.00	161,562.00
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	3,912.00	0.00	0.00	3,912.00	0.00	3,912.00

# Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	18,887.00	0.00	0.00	18,887.00	0.00	18,887.00
2295	TACTICAL RESPONSE UNIT	34,450.08	0.00	542.52	33,907.56	0.00	33,907.56
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	140,958.83	400.00	0.00	141,358.83	0.00	141,358.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,464,964.56	230,494.58	27,650.92	1,667,808.22	12.55	1,667,820.77
3327	BOND RETIREMENT SPECIAL ASSMT	105,592.49	2,478.84	0.00	108,071.33	0.00	108,071.33
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,237,317.08	0.00	0.00	3,237,317.08	0.00	3,237,317.08
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	650,380.32	2,707,065.56	2,060,863.93	1,296,581.95	0.00	1,296,581.95
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	19,610,619.00	0.00	0.00	19,610,619.00	0.00	19,610,619.00
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	34,097.10	34,097.10	0.00	0.00	0.00

# Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
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	587,798.43	0.00	0.00	587,798.43	0.00	587,798.43
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	191,048.50	191,048.50	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,369,294.07	0.00	62,610.72	5,306,683.35	0.00	5,306,683.35
4479	AIRPORT CONSTRUCTION	896,138.73	0.00	21,826.53	874,312.20	0.00	874,312.20
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	735,432.32	0.00	0.00	735,432.32	0.00	735,432.32
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,845,410.94	0.00	123,189.60	3,722,221.34	104,577.00	3,826,798.34
4493	REDEVELOPMENT TAX EQUIV FUND	379,522.10	0.00	0.00	379,522.10	0.00	379,522.10
4494	COURTS BUILDING	9,066,221.45	0.00	11,870.25	9,054,351.20	0.00	9,054,351.20
4495	JAIL CONSTRUCTION SALES TAX	2,081,397.48	0.00	499.23	2,080,898.25	0.00	2,080,898.25
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	26,860,431.22	1,403,517.83	1,886,776.93	26,377,172.12	89,551.98	26,466,724.10
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	3,133,042.50	5,854.11	450,672.99	2,688,223.62	57,900.33	2,746,123.95
5580	SEWER REVENUE	29,872,333.99	667,884.66	585,533.95	29,954,684.70	124,851.92	30,079,536.62
5581	SEWER IMPROV-WC VOCATIONAL SCH	287,636.09	6,171.33	0.00	293,807.42	0.00	293,807.42



# Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5583	WATER CONST PROJECTS	2,925,869.71	5,467.00	98,276.50	2,833,060.21	14,902.93	2,847,963.14
5590	STORM WATER TIER 1	335,049.73	0.00	4,995.00	330,054.73	4,995.00	335,049.73
6619	VEHICLE MAINTENANCE ROTARY	106,627.37	45,875.08	82,673.21	69,829.24	38,901.50	108,730.74
6630	SHERIFF'S POLICING REVOLV FUND	1,554,570.85	300,083.14	402,570.25	1,452,083.74	0.00	1,452,083.74
6631	COMMUNICATIONS ROTARY	303,888.99	2,987.82	1,711.31	305,165.50	189.71	305,355.21
6632	HEALTH INSURANCE	1,558,426.01	1,434,542.10	1,111,820.10	1,881,148.01	0.00	1,881,148.01
6636	WORKERS COMP SELF INSURANCE	1,844,189.85	0.00	23,511.76	1,820,678.09	7,853.22	1,828,531.31
6637	PROPERTY & CASUALTY INSURANCE	296,849.81	0.00	21,418.00	275,431.81	0.00	275,431.81
6650	GASOLINE ROTARY	130,009.21	82,377.96	79,433.37	132,953.80	14,240.46	147,194.26
7707	P.E.R.S. ROTARY	2,637.72	0.00	0.00	2,637.72	0.00	2,637.72
7708	TOWNSHIP FUND	391,000.00	4,885,327.05	5,276,327.05	0.00	0.00	0.00
7709	CORPORATION FUND	623,629.74	4,731,968.73	5,352,877.67	2,720.80	0.00	2,720.80
7713	WATER-SEWER ROTARY FUND	502,248.76	1,955,907.14	2,225,096.89	233,059.01	104,949.03	338,008.04
7714	PAYROLL ROTARY	446,125.04	3,744,252.63	3,902,147.15	288,230.52	793,557.39	1,081,787.91
7715	NON PARTICIPANT ROTARY	15,430.80	2,272.32	2,316.96	15,386.16	7,337.04	22,723.20
7716	SCHOOL	10,012,000.00	82,330,000.00	92,342,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	72,575,172.24	148,920,645.31	91,404,848.28	130,090,969.27	10,223.32	130,101,192.59
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	18,722.51	32,225.58	0.00	50,948.09	0.00	50,948.09
7720	LOCAL GOVERNMENT FUND	0.00	514,696.78	514,696.78	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	510.01	352.27	0.00	862.28	0.00	862.28
7723	GASOLINE TAX	0.00	539,798.16	539,798.16	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	306,867.93	0.00	0.00	306,867.93	0.00	306,867.93
7725	UNDIVIDED WIRELESS 911 GOV ASS	39,255.40	23,545.57	39,255.40	23,545.57	0.00	23,545.57
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,086,550.11	1,086,550.11	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7728	TREASURER TAX REFUNDS	33,001.39	139,042.11	0.00	172,043.50	17,627.46	189,670.96
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	250,249.05	0.00	0.00	250,249.05	0.00	250,249.05
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	17,329.10	10,573.50	11,520.65	16,381.95	0.00	16,381.95
7742	LIBRARIES	0.00	582,156.40	582,156.40	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,062.80	2,050.85	2,042.58	2,071.07	2,042.58	4,113.65
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	680,056.22	675,043.74	5,012.48	0.00	5,012.48
7754	OHIO ELECTIONS COMMISSION FUND	0.00	1,140.00	1,140.00	0.00	1,140.00	1,140.00
7756	SEWER ROTARY	55,479.00	0.00	10,060.00	45,419.00	0.00	45,419.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	73,890.31	73,890.31	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	30,664.98	1,757.00	1,639.40	30,782.58	0.00	30,782.58
7766	ESCROW ROTARY	882,755.51	0.00	25,512.50	857,243.01	25,512.50	882,755.51
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	4,875.02	4,470.48	0.00	9,345.50	0.00	9,345.50
7769	BANKRUPTCY POST PETITION CONDU	13,717.17	2,797.54	0.00	16,514.71	0.00	16,514.71
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	10,226.87	14,838.25	12,067.50	12,997.62	47.00	13,044.62

# Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7776	UNDIVIDED EVIDENCE SHERIFF	42,119.34	0.00	0.00	42,119.34	0.00	42,119.34
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	262,205.81	955,600.00	705,200.00	512,605.81	233,328.01	745,933.82
7779	UNDIVIDED DRUG TASK FORCE SEIZ	164,163.00	0.00	0.00	164,163.00	0.00	164,163.00
7781	REFUNDABLE DEPOSITS	401,946.59	10,685.92	8,420.75	404,211.76	3,204.00	407,415.76
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	79,188.80	0.00	79,188.80	0.00	79,188.80
7795	UNDIVIDED INDIGENT FEES	0.00	2,468.00	2,468.00	0.00	493.60	493.60
7796	MASON MUN ORD VIOLATION INDIGE	12,247.82	0.00	680.00	11,567.82	60.00	11,627.82
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	636.00	636.00	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	712,456.34	0.00	6,892.69	705,563.65	6,892.69	712,456.34
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,660,390.02	85,411.21	669,730.56	9,076,070.67	4,890.73	9,080,961.40
9912	FOOD SERVICE	252,583.54	10,173.00	23,294.29	239,462.25	278.00	239,740.25
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	174,858.67	56,406.25	35,704.25	195,560.67	2,110.00	197,670.67
9925	SOIL & WATER CONSERVATION DIST	806,832.01	0.00	94,433.91	712,398.10	9,160.75	721,558.85
9928	REGIONAL PLANNING	504,537.02	19,860.00	33,517.79	490,879.23	0.00	490,879.23
9938	WARREN COUNTY PARK DISTRICT	1,338,470.28	124,129.38	68,784.04	1,393,815.62	2,441.13	1,396,256.75

# Financial Statement for 2023 Period 7



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9944	ARMCO PARK	268,838.48	184,905.54	145,636.52	308,107.50	16,487.05	324,594.55
9953	WATER SYSTEM FUND	42,841.22	940.00	2,060.10	41,721.12	1,657.60	43,378.72
9954	MENTAL HEALTH RECOVERY BOARD	15,710,308.58	12,954.05	890,974.86	14,832,287.77	113,616.45	14,945,904.22
9961	HEALTH GRANT FUND	720,600.67	225,691.52	27,876.25	918,415.94	0.00	918,415.94
9963	CAMPGROUNDS	2,281.10	0.00	0.00	2,281.10	0.00	2,281.10
9976	HEALTH - SWIMMING POOL FUND	200,090.02	1,130.50	10,843.52	190,377.00	347.80	190,724.80
9977	DRUG TASK FORCE COG	910,294.88	283,527.10	206,718.13	987,103.85	238.57	987,342.42
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		443,804,606.85	272,031,596.66	226,733,740.52	489,102,462.99	4,521,610.66	493,624,073.65

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for July, 2023 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

# Resolution

Number 23-1011

Adopted Date August 08, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/1/23 and 8/3/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-1012

Adopted Date August 08, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH D.R. HORTON – INDIANA, LLC, FOR VILLAGE OF HOPEWELL VALLEY, SECTION 8 SITUATED IN HAMILTON TOWNSHIP

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

## RELEASE

Bond Number	:	21-002 (W/S)
Development	:	Village of Hopewell Valley, Section 8
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$12,255.80
Surety Company	:	Fidelity and Deposit Company of Maryland (9361769)

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: D.R. Horton-Indiana, LLC., 9210 North Meridian Street, Indianapolis, IN 46260  
Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5<sup>th</sup> Floor, Schaumburg, IL 60196  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 23-1013

Adopted Date August 08, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH D.R. HORTON – INDIANA, LLC, FOR THE VILLAGE OF HOPEWELL VALLEY, SECTION 7 SITUATED IN HAMILTON TOWNSHIP

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

## RELEASE

Bond Number	:	20-025 (W/S)
Development	:	Village of Hopewell Valley Subdivision, Section 7
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$14,360.78
Surety Company	:	Nationwide Mutal Insurance Company (7901030712)

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: D.R. Horton-Indiana, LLC., 9210 North Meridian Street, Indianapolis, IN 46260  
Nationwide Mutual Ins. Co. 7 World Trade Center, 37<sup>th</sup> Floor, New York, NY 10007  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 23-1014

Adopted Date August 08, 2023

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 3, PHASE ONE SITUATED IN FRANKLIN TOWNSHIP.

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

## BOND RELEASE

Bond Number	: 06-009 (P)
Development	: Tara Estates, No. 3, Phase One
Developer	: Timberwind, LLC
Township	: Franklin
Amount	: \$15,000
Surety Company	: Oak Hill Banks (Closed) (1082361H)

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036  
Engineer (file)  
Bond Agreement file



# Resolution

Number 23-1015

Adopted Date August 08, 2023

APPROVE A SIDEWALK BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 3, PHASE ONE SITUATED IN FRANKLIN TOWNSHIP.

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

## BOND RELEASE

Bond Number	: 06-009 (S)
Development	: Tara Estates, No. 3, Phase One
Developer	: Timberwind, LLC
Township	: Franklin
Amount	: \$12,610.00
Surety Company	: Oak Hill Banks (Closed) (1082361G)

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-1016

Adopted Date August 08, 2023

APPROVE TIMBERWIND TRAIL, TIMBER WOLF DRIVE AND TIMBER VALLEY DRIVE IN TARA ESTATES NO. 3, PHASE ONE FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timberwind Trail, Timber Wolf Drive and Timber Valley Drive have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2283-T	Timberwind Trail	0'-29'-0'	0.052
2392-T	Timber Wolf Drive	0'-29'-0'	0.035
2439-T	Timber Valley Drive	0'-29'-0'	0.026

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

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

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

**OWNER'S CONSENT AND DEDICATION**

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAN AND TO DEDICATE THE STREETS, PAVES OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

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

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, AMERICANS, E.C. & C. Co., Cedarville of Ohio, and Warren County Water Dept. (Sewer)

# TARA ESTATES No. 3 PHASE ONE

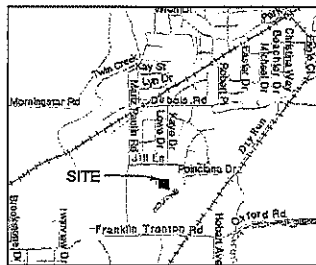
SECTION 5, TOWN 1, RANGE 5 FRANKLIN TWP. WARREN COUNTY, OHIO

OLD# 02-05-301-017 90.1637

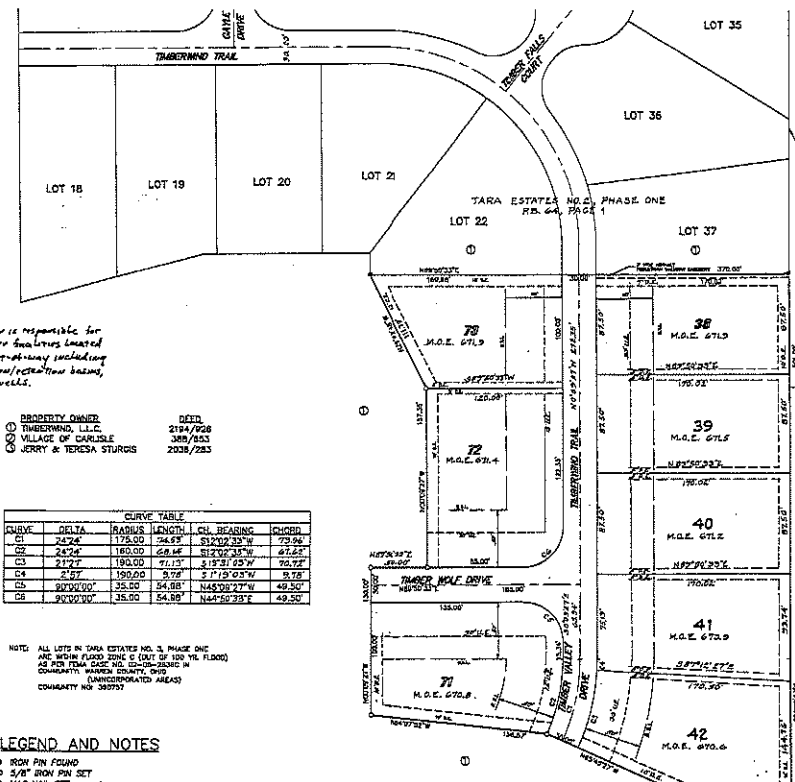
LOT	ACREAGE	PARCEL NO.
38	0.3415	02-05-326-011
39	0.3415	02-05-326-012
40	0.3415	02-05-326-013
41	0.3421	02-05-326-014
42	0.4421	02-05-326-015
71	0.4191	02-05-326-016
72	0.4274	02-05-326-017
73	0.2317	02-05-326-018
<b>2.9526 ACRES</b>		
<b>STREET R/W</b>		
<b>TOTAL 3.4046 ACRES</b>		

Rem# 02-05-301-018 36.7621

3-29-2006 HCH



VICINITY MAP NOT TO SCALE



- PROPERTY OWNER DEED
- 1 TIMBERWIND, L.L.C. 2194/928
  - 2 VILLAGE OF GARFIELD 308/923
  - 3 JERRY & TERESA STURGIS 2038/283

CHORD	DELTA	RADIUS	LENGTH	CU. BEARING	CHORD
C1	212.24	175.00	266.67	S121°03'33"W	77.94
C2	242.24	180.00	288.48	S121°03'33"W	81.87
C3	212.24	190.00	271.13	S121°03'33"W	76.72
C4	242.24	190.00	312.11	S121°03'33"W	87.78
C5	242.24	35.00	34.88	N48°02'27"E	49.30
C6	292.00	35.00	34.88	N48°02'27"E	49.30

NOTE: ALL LOTS IN TARA ESTATES NO. 3, PHASE ONE ARE 1/4 AC. MIN. PAVED SIDE OF (OUT OF 150 FT. ROAD) AS PER TOWN CODE 111-1-010, WARREN COUNTY, OHIO (UNIMPROVED AREAS) COMPARITY NO. 383957

**LEGEND AND NOTES**

- 0 IRON PIN FOUND
- 0 5/8" IRON PIN SET
- 0 MAG NAIL SET
- U.C. = UTILITY EASEMENT
- D.E. = DRAINAGE AND UTILITY EASEMENT
- B.S.L. = BUILDING SETBACK LINE

NOTE: ALL LOT CORNERS ARE TO HAVE A 5/8" IRON PIN SET.  
NOTE: ALL SIDE LOT LINES ARE TO HAVE FIVE (5) FEET WIDE DRAINAGE AND UTILITY EASEMENTS UNLESS OTHERWISE SHOWN.

PREPARED BY:  
P.A. ROSENBERG AND ASSOCIATES, INC.  
210 E. BIVIER STREET  
LEBANON, OHIO 45036  
(513) 833-8925 FAX (513) 833-8150

**APPROVALS**

**COUNTY COMMISSIONERS**

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, DO HEREBY APPROVE THIS PLAN ON THIS 22<sup>ND</sup> DAY OF March, 2006

COMMISSIONERS: *[Signatures]*

**WARREN CO. REGIONAL PLANNING COMMISSION**

THIS PLAN WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 22<sup>ND</sup> DAY OF March, 2006

EXECUTIVE DIRECTOR: *[Signature]*

**WARREN COUNTY ZONING INSPECTOR**

I HEREBY ACCEPT THIS PLAN ON THIS 22<sup>ND</sup> DAY OF March, 2006

ZONING INSPECTOR: *[Signature]*

**COUNTY HEALTH DISTRICT**

I HEREBY ACCEPT THIS PLAN ON THIS 22<sup>ND</sup> DAY OF March, 2006

WARREN COUNTY HEALTH COMMISSIONER: *[Signature]*

**COUNTY ENGINEER**

I HEREBY APPROVE AND ACCEPT THIS PLAN ON THIS 22<sup>ND</sup> DAY OF March, 2006.

WARREN COUNTY ENGINEER: *[Signature]*

**COUNTY AUDITOR**

RECEIVED AND TRANSFERRED ON THIS DAY OF March 22, 2006 AT 10:22 AM.

AUDITOR: *[Signature]*

**COUNTY RECORDER**

FILE NO. 5887201  
RECORDED ON THIS 22<sup>ND</sup> DAY OF March, 2006 AT 9:18 AM.  
RECORDED ON THIS 22<sup>ND</sup> DAY OF March, 2006 AT 9:18 AM.  
RECORDED IN BOOK NO. 741 ON PAGE NO. 146

COUNTY RECORDER: *[Signature]*

**COUNTY SANITARY ENGINEER**

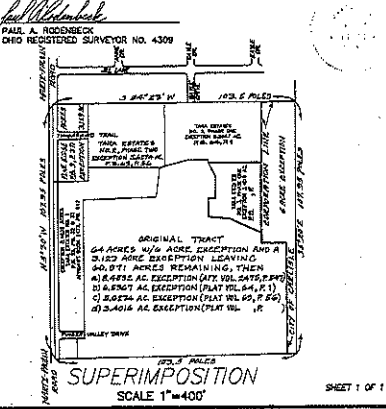
I HEREBY APPROVE AND ACCEPT THIS PLAN ON THIS 22<sup>ND</sup> DAY OF March, 2006

WARREN COUNTY SANITARY ENGINEER: *[Signature]*

**CERTIFICATE OF SURVEYOR**

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION IN MARCH 2006 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE SET AS SHOWN.

SURVEYOR: *[Signature]*



*[Signatures of Martin G. Liers and James R. Liers]*  
TIMBERWIND L.L.C. (MARTIN G. LIERS) and TIMBERWIND L.L.C. (JAMES R. LIERS)  
WITNESSES: *[Signatures]*

**CERTIFICATE OF NOTARY PUBLIC**

STATE OF OHIO COUNTY OF WARREN ) S.S.

BE IT REMEMBERED THAT ON THIS 22<sup>ND</sup> DAY OF March, 2006, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME MARTIN G. LIERS AND JAMES R. LIERS, WHO ACKNOWLEDGED THE SIGNED AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC, STATE OF OHIO  
COMMISSION EXPIRES: *[Date]*

**CERTIFICATE OF NOTARY PUBLIC**

STATE OF OHIO COUNTY OF WARREN ) S.S.

BE IT REMEMBERED THAT ON THIS 22<sup>ND</sup> DAY OF March, 2006, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME OAK HILL BANKS BY ROBERT D. WARD, ASSISTANT V.P., WHO ACKNOWLEDGED THE SIGNED AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC, STATE OF OHIO  
COMMISSION EXPIRES: *[Date]*

The Home Owners Association is responsible for maintaining all storm water flow lines located outside of the public right-of-way including sewer, stormwater, detention/collection basins, sump mains and dry wells.

**DEED REFERENCE**

SITUATE IN SECTION 6, TOWN 1, RANGE 5, FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 3.4046 ACRES AND BEING PART OF THE SAME PREMISES AS CONVEYED TO TIMBERWIND, L.L.C. AND DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORD VOLUME 3028, PAGE 48 OF THE DEED RECORDS OF WARREN COUNTY, OHIO.

**DRAINAGE STATEMENT**

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DITCHES OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENT" ON THIS PLAN. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, BARRIER OR OTHER MATERIAL SHALL BE PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RELAY OR DIVERT THE FLOW THROUGH THE WATERWAY, UNLESS OTHERWISE DESIGNATED ON THIS PLAN. A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES. THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT, UNLESS THE EXISTENCE OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, AS APPLICABLE, THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS, THE PURPOSE OF CONTROLLING AND DIRECTION STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

**OWNER/DEVELOPER**

TIMBERWIND, L.L.C.  
MARTIN G. LIERS  
1550 N. POOK ROAD (CLEARCREEK TWP.)  
LEBANON, OH 45036

**MORTGAGEE**

OAK HILL BANKS, FRANKLIN, OHIO  
BY: ROBERT D. WARD, ASSISTANT V.P.

**PROTECTIVE COVENANTS**

THE PROTECTIVE COVENANTS FOR ALL LOTS WITHIN TARA ESTATES NO. 3, PHASE ONE ARE RECORDED IN DEED BOOK 3378, PAGE 686 OF THE OFFICIAL RECORDS OF WARREN COUNTY, OHIO.

The Board of Trustees of Franklin Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on June 28, 2023, at Franklin Township, Warren County, Ohio, with the following Trustees present:

Shane Centers - Trustee  
Matthew Jennings - Trustee  
Brian Morris - Trustee

Mr. Jennings introduced the following resolution and moved its adoption:

**FRANKLIN TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 04-06282023**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON SECTIONS No. 3 AND No. 4 PHASE ONE AND No. 4  
PHASE 2 IN THE TARA ESTATES SUBDIVISION, FRANKLIN TOWNSHIP,  
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Tara Estates subdivision and approved them for maintenance by Franklin Township and Franklin Township is accepting the same for maintenance Sections No. 3 and No. 4 Phase One and No. 4 Phase 2.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Township Trustees of Franklin Township, Warren County, Ohio:

**SECTION 1.** Franklin Township accepts Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision for maintenance.

**SECTION 2.** Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision,  
Franklin Township is hereby established at twenty-five (25) miles per hour.

**SECTION 3.** The Trustees of Franklin Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Franklin Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

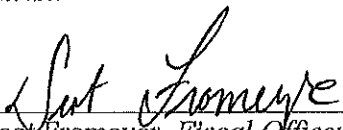
**SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

Mr. Centers seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Matthew Jennings –	Aye	<u>X</u>	Nay	_____
Brian Morris –	Aye	<u>X</u>	Nay	_____
Shane Centers –	Aye	<u>X</u>	Nay	_____

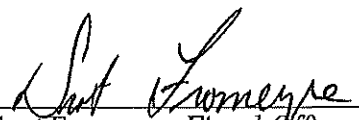
Resolution adopted this 28<sup>th</sup> day of June 2023.

Attest:

  
\_\_\_\_\_  
Scot Fromeyer, Fiscal Officer

I, Scot Fromeyer., Fiscal Officer of Franklin Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Franklin Township, County of Warren, Ohio, at its regularly scheduled meeting on June 28, 2023.

Date: 6/28/2023

  
\_\_\_\_\_  
Scot Fromeyer, Fiscal Officer

# Resolution

Number 23-1017

Adopted Date August 08, 2023

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 4, PHASE ONE SITUATED IN FRANKLIN TOWNSHIP.

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

## BOND RELEASE

Bond Number	: 06-010 (P)
Development	: Tara Estates, No. 4, Phase One
Developer	: Timberwind, LLC
Township	: Franklin
Amount	: \$15,000
Surety Company	: Oak Hill Banks (Closed) (1082361C)

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-1018

Adopted Date August 08, 2023

APPROVE A SIDEWALK BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 4, PHASE ONE SITUATED IN FRANKLIN TOWNSHIP.

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

## BOND RELEASE

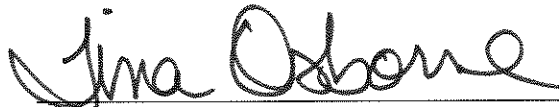
Bond Number	: 06-010 (S)
Development	: Tara Estates, No. 4, Phase One
Developer	: Timberwind, LLC
Township	: Franklin
Amount	: \$12,610.00
Surety Company	: Oak Hill Banks (Closed) (1082361D)

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-1019

Adopted Date August 08, 2023

APPROVE TIMBER WOLF DRIVE AND TIMBERWILD WAY IN TARA ESTATES NO. 4,  
PHASE ONE FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timber Wolf Drive and Timberwild Way have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2392-T	Timber Wolf Drive	0'-29'-0'	0.053
2393-T	Timberwild Way	0'-29'-0'	0.020

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

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

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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





The Board of Trustees of Franklin Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on June 28, 2023, at Franklin Township, Warren County, Ohio, with the following Trustees present:

Shane Centers - Trustee  
Matthew Jennings - Trustee  
Brian Morris - Trustee

Mr. Jennings introduced the following resolution and moved its adoption:

**FRANKLIN TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 04-06282023**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON SECTIONS No. 3 AND No. 4 PHASE ONE AND No. 4  
PHASE 2 IN THE TARA ESTATES SUBDIVISION, FRANKLIN TOWNSHIP,  
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Tara Estates subdivision and approved them for maintenance by Franklin Township and Franklin Township is accepting the same for maintenance Sections No. 3 and No. 4 Phase One and No. 4 Phase 2.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Township Trustees of Franklin Township, Warren County, Ohio:

**SECTION 1.** Franklin Township accepts Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision for maintenance.

**SECTION 2.** Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision,  
Franklin Township is hereby established at twenty-five (25) miles per hour.

**SECTION 3.** The Trustees of Franklin Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Franklin Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.


**SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

Mr. Centers seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Matthew Jennings	–	Aye	<u>X</u>	Nay	_____
Brian Morris	–	Aye	<u>X</u>	Nay	_____
Shane Centers	–	Aye	<u>X</u>	Nay	_____

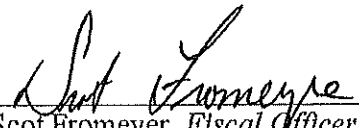
Resolution adopted this 28<sup>th</sup> day of June 2023.

Attest:

  
\_\_\_\_\_  
Scot Fromeyer, Fiscal Officer

I, Scot Fromeyer., Fiscal Officer of Franklin Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Franklin Township, County of Warren, Ohio, at its regularly scheduled meeting on June 28, 2023.

Date: 6/28/2023

  
\_\_\_\_\_  
Scot Fromeyer, Fiscal Officer

# Resolution

Number 23-1020

Adopted Date August 08, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 4, PHASE 2 SITUATED IN FRANKLIN TOWNSHIP.

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

## BOND RELEASE

Bond Number	: 21-008 (P/S)
Development	: Tara Estates, No. 4, Phase 2
Developer	: Timberwind, LLC
Township	: Franklin
Amount	: \$85,890.91
Surety Company	: Civista Bank – Cashier’s Check #1520575

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036  
OMB – S. Spencer  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-1021

Adopted Date August 08, 2023

APPROVE TIMBER WOLF DRIVE AND TIMBERVIEW COURT IN TARA ESTATES NO. 4, PHASE 2 FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timber Wolf Drive and Timberview Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2392-T	Timber Wolf Drive	0'-29'-0'	0.183
2608-T	Timberview Court	0'-29'-0'	0.045

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


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

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

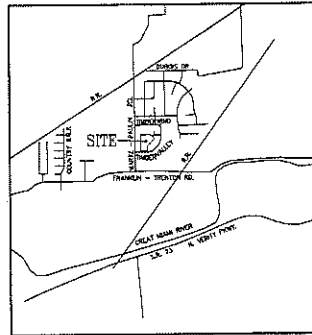
BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# TARA ESTATES NO. 4, PHASE 2

LOCATED IN  
SECTION 5, TOWN 1N, RANGE 5E  
FRANKLIN TOWNSHIP  
WARREN COUNTY, OHIO  
JANUARY, 2020



VICINITY MAP  
NOT TO SCALE

### Home Owners Association Statement

A Home Owners Association (HOA) consisting of all owners of the lots in this plat, as established by the recording of this plat in the Warren County Recorder's Office, is responsible for maintenance and maintenance of common areas and the storm water drainage management facilities located within it that are outside of public road right of way, and other common facilities and amenities located in that area, as they are intended in the future upon approval by the planning authority of jurisdiction.

### DRAINAGE STATEMENT

Unless otherwise designated on this plat, a lot's (S) best side drainage easement shall extend along its common rear lot line and a lot's (E) best side drainage easement shall extend along its common side lot line, with the common line being the centerline of said easement.

The easement areas shall be maintained continuously by the lot owner(s). When the easements, no structure, planting, building, driveway, or other material shall be placed or permitted to remain when they obstruct, impair, or obstruct the flow through the easements.

The Warren County Commissioners and the Board of Township Trustees assume no legal obligation to maintain or repair any spot areas, ditches or structures within the easement area unless noted otherwise on this plat. However, when the public right-of-way areas have been previously accepted for public maintenance by resolution of the Board of Township Trustees, the Board of Trustees of that municipality may enter upon and inspect the easement area and, upon approval of Section 5523.02 of the Ohio Revised Code, may remove or cause the removal of an obstruction unreasonably impeding or over the public right-of-way.

Until the expiration of the developer's public improvement maintenance bonding period, the developer (or their agent) reserves the right to enter upon or into the easement area to establish or re-establish drainage easements within all easement areas for the purpose of controlling and directing stormwater to collection facilities or existing channels.

The publicly-maintained portion of the storm sewer system will include storm drains, curbs, and/or ditches located within either the public right-of-way or the public utility easement area adjacent to the road (S) or (E) side of the easement area. The location of storm drains and structures for public drainage, where, in lieu of an open ditch, a developer, public or lot owner, install a storm drain on private property, the storm drain will be designed by a professional engineer to ensure that neither the present or adjacent properties are adversely impacted, and the lot owner(s) must ensure that they are responsible for maintaining the storm drain unless noted otherwise on this plat.

### GRANT OF EASEMENT

Easements on said plot designated as (utility easements or public utility easements) are provided for the construction, maintenance, and operation of pipes, wires, and conduits and the necessary appurtenances in connection therewith, for the transmission of electric, telephone, cable, and other purposes for construction and maintenance of service and underground storm water drains, pipelines for supplying gas, water, and other public or quasi-public connections, and also the right of ingress to and egress from said easements and to cut, trim or remove trees and undergrowth or other structures within said easements or easements adjacent thereto. No buildings or other structures may be built within said easements, nor may the easement area be physically altered so as to: (1) reduce the clearance of either overhead or underground facilities; (2) impair the load support of said facilities; (3) impair the ability to maintain the facility or (4) create a hazard. All easements shall be kept clear of rocks, poles, planting and other obstructions to the operation and maintenance of the utilities. Lines may crosscut no more than 18 inches into any easement.

Also hereby granted to Duke Energy Ohio, Inc. and its subsidiaries, successors, and assigns the right to lawfully extend, repair, and maintain natural gas services to serve individual lots as contemplated by the original holder of said easements and any other existing services necessary for the use of any lot on which the service is located. Reconstruction or relocation is permissible only with the written permission of the parcel owner and said utility provider in a mutually agreeable location. No part of these public utility easements shall encumber existing building or adjoining lots.

The above public utility easements are for the benefit of all public utility service providers including, but not limited to, Duke Energy Ohio, Inc., Verizon Wireless, American Electric Power, and any other service providers.

### DEDICATION

We, the undersigned, being all the owners and lien holders of the lands herein plotted, do hereby voluntarily consent to the dedication of said plot and do dedicate the streets, parks or public grounds as shown hereon to the public use forever.

Any "Public Utility Easements" as shown on this plat are for the placement of sidewalks and for the maintenance and repair of streets. This easement and all other easements shown on this plat, unless designated for a specific purpose, are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone, cable television or other utility lines or services, storm water drains and for the express purpose of cutting, trimming or removing any and all trees or other obstructions within said easements or immediately adjacent thereto, to the free use of said easements or adjacent streets and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No buildings or other structures may be built within said easements, nor may the easement area be physically altered so as to: (1) reduce clearance of either overhead or underground facilities; (2) impair the load support of said facilities; (3) impair ability to maintain the facilities or (4) create a hazard.

The above public utility easements are for the benefit of all public utility service providers including, but not limited to Duke Energy Ohio, Inc., Verizon Wireless, Time Warner Cable, Warren County, and any other service provider.

*Timothy Zindel* Witness (print)  
*James K. Luers* Notary Public (print)  
*Timothy Zindel* Witness (print)

### ACKNOWLEDGEMENT

State of Ohio  
County of Warren

Be it remembered, that on this 24<sup>th</sup> day of February, 2020 before me a Notary Public in and for said State, personally came James K. Luers

or Timberland LLC, who acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed

in testimony whereof, I have hereunto set my hand and affixed by notary seal on the day and date first above written.

*Laura K. Lander*  
My Commission Expires 1/23/2022  
LAURA K. LANDER  
NOTARY PUBLIC  
COUNTY OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 1/23/2022

### ROADWAY LENGTHS

TIMBER WOLF DRIVE	--- 987 FT.
TIMBERWOLF COURT	--- 236 FT.
TOTAL	--- 1223 FT.

### ACREAGE TABLE

LOTS = 10.375 ACRE
STAIR = 0.0404 ACRE
TOTAL = 11.2859 ACRE

### SUBDIVIDER/OWNER

TIMBERLAND LLC (JAMES LUERS)  
1850 W. FRODO ROAD  
LEBANON, OHIO 45038  
(937) 662-7802

### COUNTY COMMISSIONERS

We, the Board of County Commissioners of Warren County, Ohio do hereby approve the plat on this 24<sup>th</sup> day of February, 2020.

*John J. ...*  
Commissioner

*William J. ...*  
Commissioner

### WARREN COUNTY REGIONAL PLANNING COMMISSION

This plat was approved by the Warren County Regional Planning Commission on this 24<sup>th</sup> day of February, 2020.

*Scott ...*  
Executive Director

### COUNTY ENGINEER

I hereby approve and accept this plat on this 18<sup>th</sup> day of February, 2020.

*Paul F. ...*  
Warren County Engineer

### WARREN COUNTY ZONING INSPECTOR

I hereby approve and accept this plat on this 24<sup>th</sup> day of Feb, 2020.

*William ...*  
Zoning Inspector

### COUNTY SANITARY ENGINEER

I hereby approve and accept this plat on this 18<sup>th</sup> day of February, 2020.

*Greg ...*  
Warren County Sanitary Engineer

### COUNTY AUDITOR

Received and transferred on this 13<sup>th</sup> day of February, 2020, at 1:20 pm.

*Andy J. ...* Deputy  
*Michelle ...* County Auditor

### COUNTY RECORDER

The No. 2020-005438  
Received on this 19<sup>th</sup> day of February, 2020, at 1:24 pm.  
Recorded on this 19<sup>th</sup> day of February, 2020, at 1:24 pm.  
Recorded in Book Number 161 on Page 7, 8.

*Gregory ...* Deputy  
*Andrea ...* County Recorder

### Covenants and Restrictions

AS REFERRED BY OR 3578 TO 688

### Deed Reference

SITuated in SECTION 5, TOWN 1N, RANGE 5E, FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 12.859 ACRES AND BEING ALL THAT REMAINS OF AN ORIGINAL 64 ACRE TRACT CONVEYED TO TIMBERLAND, LLC AS RECORDED IN O.R. 3524, P.C. 48 OF THE WARREN COUNTY RECORDER'S OFFICE.

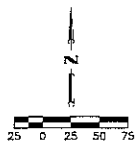
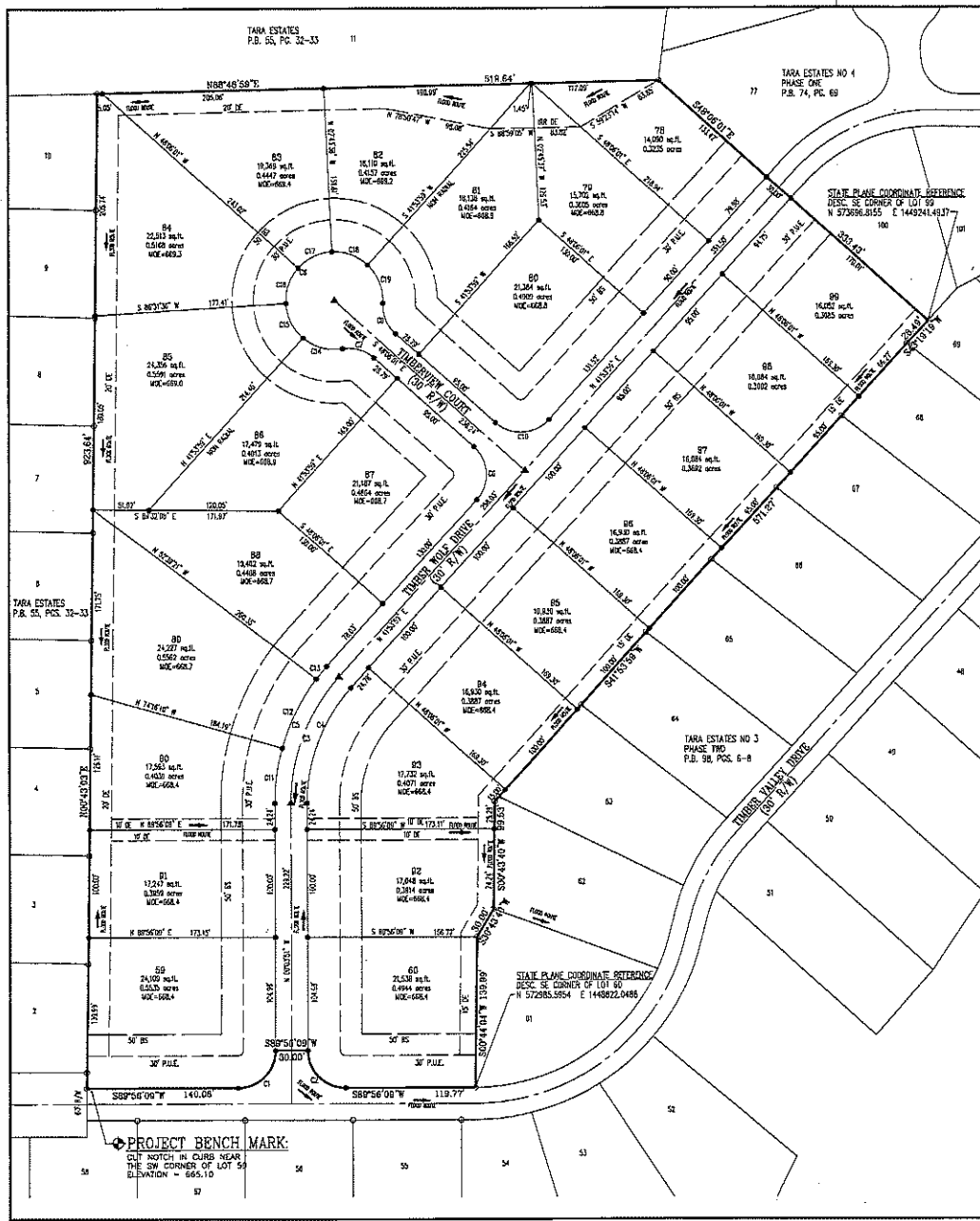


SCALE: N/A  
DATE: 11-25-19  
DRAWN: JLL  
DESIGNED: ALL  
CHECKED: PUL

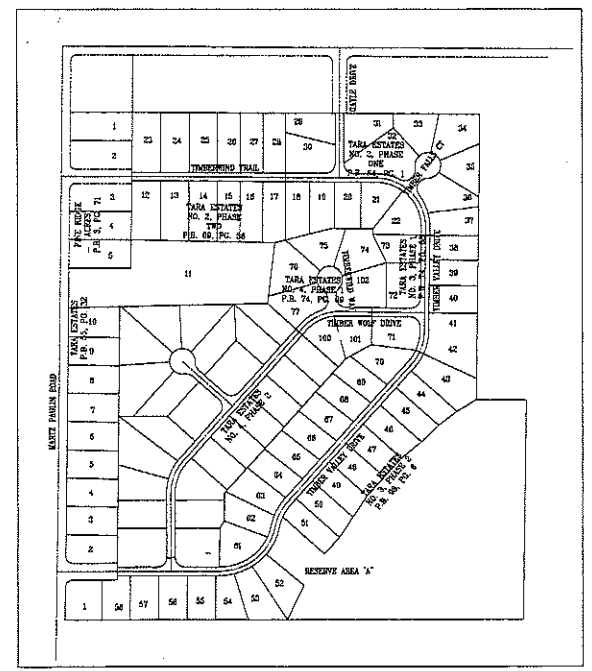


PROJECT: 190450  
SHEET: 1 OF 2

A CURRENT TITLE EXAMINATION/REPORT IS NECESSARY TO DETERMINE ANY ADDITIONAL EASEMENTS, RESTRICTIONS, COVENANTS, CONDITIONS OR ENCUMBRANCES WHICH MAY AFFECT THE LANDS HEREIN PLATTED.



- LEGEND**
- ▲ - MAG NAIL SET
  - - 5/8\"/>
  - - 5/8\"/>
  - △ - MAG NAIL FOUND
  - - PIPE FOUND
  - - STONE FOUND
  - - CHAINAGE EASEMENT
  - P.U.C. - PUBLIC UTILITY EASEMENT



**SUPERIMPOSITION MAP**  
SCALE: 1"=20'

- 01d 02-05-301-020 11.8951 ac.
- New 02-05-301-021 Lot 59
  - New 02-05-320-015 Lot 92
  - New 02-05-320-016 Lot 93
  - New 02-05-320-017 Lot 94
  - New 02-05-320-018 Lot 95
  - New 02-05-320-019 Lot 96
  - New 02-05-320-020 Lot 97
  - New 02-05-320-021 Lot 98
  - New 02-05-320-022 Lot 99
  - New 02-05-301-023 Lot 84
  - New 02-05-301-024 Lot 85
  - New 02-05-301-025 Lot 86
  - New 02-05-301-026 Lot 87
  - New 02-05-301-027 Lot 88
  - New 02-05-301-028 Lot 89
  - New 02-05-301-029 Lot 90
  - New 02-05-301-030 Lot 91
- 02-05-320-015 Lot 92  
02-05-320-016 Lot 93  
02-05-320-017 Lot 94  
02-05-320-018 Lot 95  
02-05-320-019 Lot 96  
02-05-320-020 Lot 97  
02-05-320-021 Lot 98  
02-05-320-022 Lot 99
- 02-05-600-002 0.9484 ac. in 2/4"
- 16 Rem.  
2/19/2020  
S

**CURVE TABLE**

CURVE ID	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	54.97	33.07	S42°59'41\"/>		

- SURVEYOR NOTES:**
- OCCUPATION FITS SURVEY AS SHOWN.
  - MODIFICATION IN GOOD CONDIION.
  - SOURCE DOCUMENTS AS NOTED.
  - BEARINGS BASED ON TARA ESTATES NO. 3, PHASE 2 PLAT BOOK 95, PAGES 6-8.
  - THE STATE PLANE COORDINATES LISTED ON THIS PLAT ARE FOR WARREN COUNTY GEODETIC SURVEY AND NOT TO BE USED FOR ESTABLISHING PROPERTY BOUNDARY.
  - FEMA FLOODWAY AND 100 YEAR FLOOD LIMITS SHOWN PER MAP # JWB000043 & JWB000042, EFFECTIVE REVISION DATE 12/27/10.
  - ALL LOTS HAVE DESIGNATED BLANK ANGLES.
  - CONTACT APEX ENGINEERING & SURVEYING, INC.

**TARA ESTATES NO. 4, PHASE 2**  
LOCATED IN  
SECTION 5, TOWN 1E, RANGE 5E  
FRANKLIN TOWNSHIP  
WARREN COUNTY, OHIO  
JANUARY, 2020

SCALE: 1"=50'  
DATE: 11-25-19  
DRAWN: JLL  
CHECKED: PJA

ENGINEERING & SURVEYING, INC.  
1044 N. UNIVERSITY AVE. WILMINGTON, OHIO 45394  
PHONE: 513-267-2200 FAX: 513-267-4100

REVISIONS:  
1.  
2.  
3.  
4.

PROJECT: 180455  
DRAWING: 180455R  
SHEET:  
2 OF 2

The Board of Trustees of Franklin Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on June 28, 2023, at Franklin Township, Warren County, Ohio, with the following Trustees present:

Shane Centers - Trustee  
Matthew Jennings - Trustee  
Brian Morris - Trustee

Mr. Jennings introduced the following resolution and moved its adoption:

**FRANKLIN TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 04-06282023**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON SECTIONS No. 3 AND No. 4 PHASE ONE AND No. 4  
PHASE 2 IN THE TARA ESTATES SUBDIVISION, FRANKLIN TOWNSHIP,  
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Tara Estates subdivision and approved them for maintenance by Franklin Township and Franklin Township is accepting the same for maintenance Sections No. 3 and No. 4 Phase One and No. 4 Phase 2.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Township Trustees of Franklin Township, Warren County, Ohio:

**SECTION 1.** Franklin Township accepts Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision for maintenance.

**SECTION 2.** Sections No. 3 and No. 4 Phase One and No. 4 Phase 2 of the Tara Estates subdivision,  
Franklin Township is hereby established at twenty-five (25) miles per hour.

**SECTION 3.** The Trustees of Franklin Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Franklin Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

**SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.



Mr. Centers seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Matthew Jennings –	Aye	<u>X</u>	Nay	_____
Brian Morris –	Aye	<u>X</u>	Nay	_____
Shane Centers –	Aye	<u>X</u>	Nay	_____

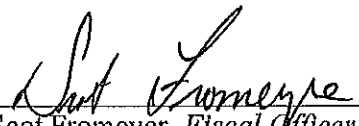
Resolution adopted this 28<sup>th</sup> day of June 2023.

Attest:

  
\_\_\_\_\_  
Scot Fromeyer, Fiscal Officer

I, Scot Fromeyer., Fiscal Officer of Franklin Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Franklin Township, County of Warren, Ohio, at its regularly scheduled meeting on June 28, 2023.

Date: 6/28/2023

  
\_\_\_\_\_  
Scot Fromeyer, Fiscal Officer

# Resolution

Number 23-1022

Adopted Date August 08, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TIMBERWIND, LLC, FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, NO. 3, PHASE 2 SITUATED IN FRANKLIN TOWNSHIP.

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

## BOND RELEASE

Bond Number	: 21-007 (P/S)
Development	: Tara Estates, No. 3, Phase 2
Developer	: Timberwind, LLC
Township	: Franklin
Amount	: \$95,224.91
Surety Company	: Civista Bank – Cashier’s Check #1520577

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Timberwind, LLC, Attn: Jim Luers, 1650 W. Pekin Rd., Lebanon, OH 45036  
OMB – S. Spencer  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-1023

Adopted Date August 08, 2023

APPROVE TIMBER WOLF DRIVE AND TIMBER VALLEY DRIVE IN TARA ESTATES NO. 3, PHASE 2 FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timber Wolf Drive and Timber Valley Drive have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2392-T	Timber Wolf Drive	0'-29'-0'	0.009
2439-T	Timber Valley Drive	0'-29'-0'	0.273

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

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

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

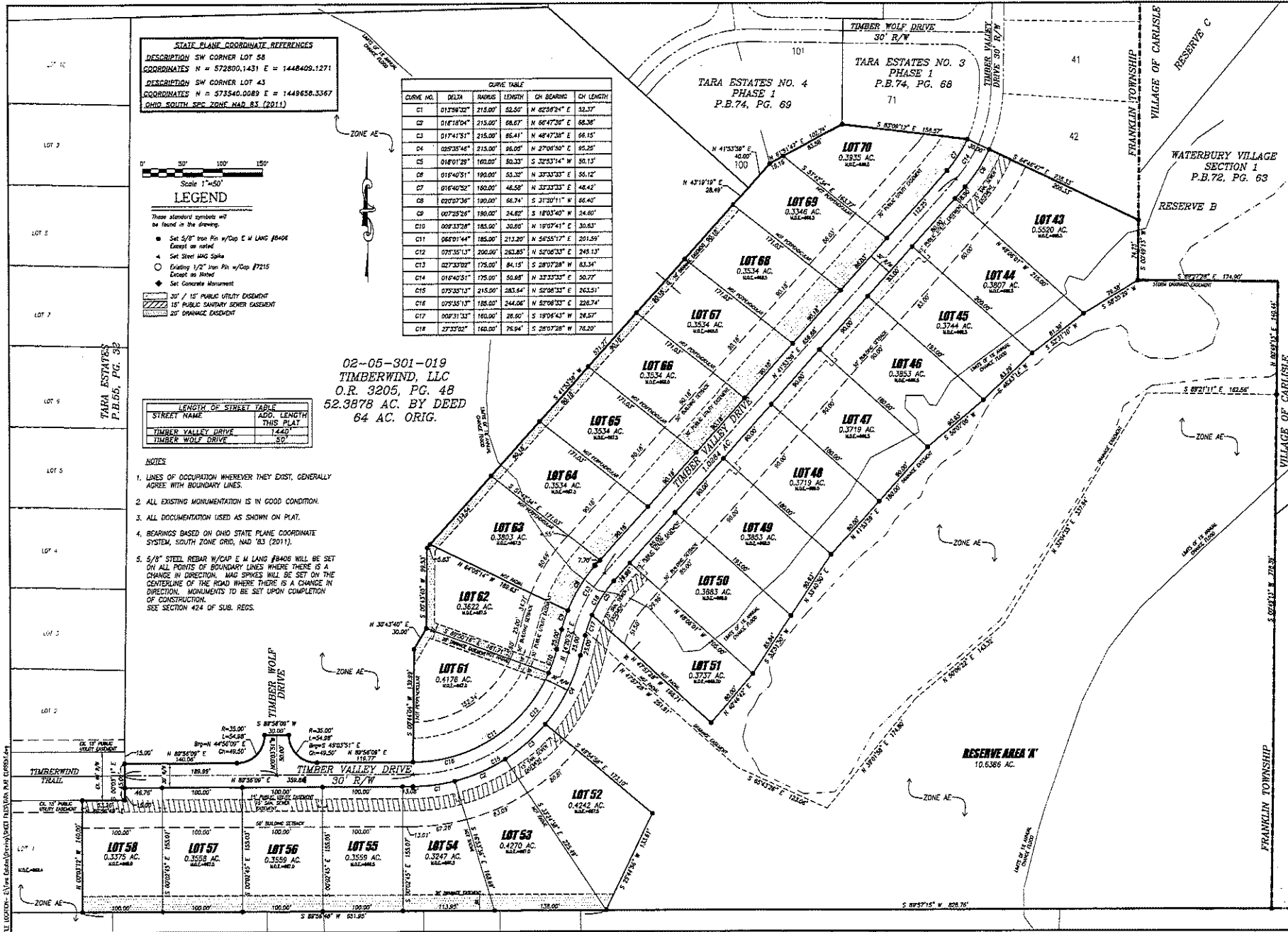
Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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





**P&L Services**  
 1947 Greentree Rd.  
 Lebanon OH 45036  
 Tel: 513-823-2572 cmalp2@pmlmail.com  
 Tel: 812-486-5421 emp16@gmail.com

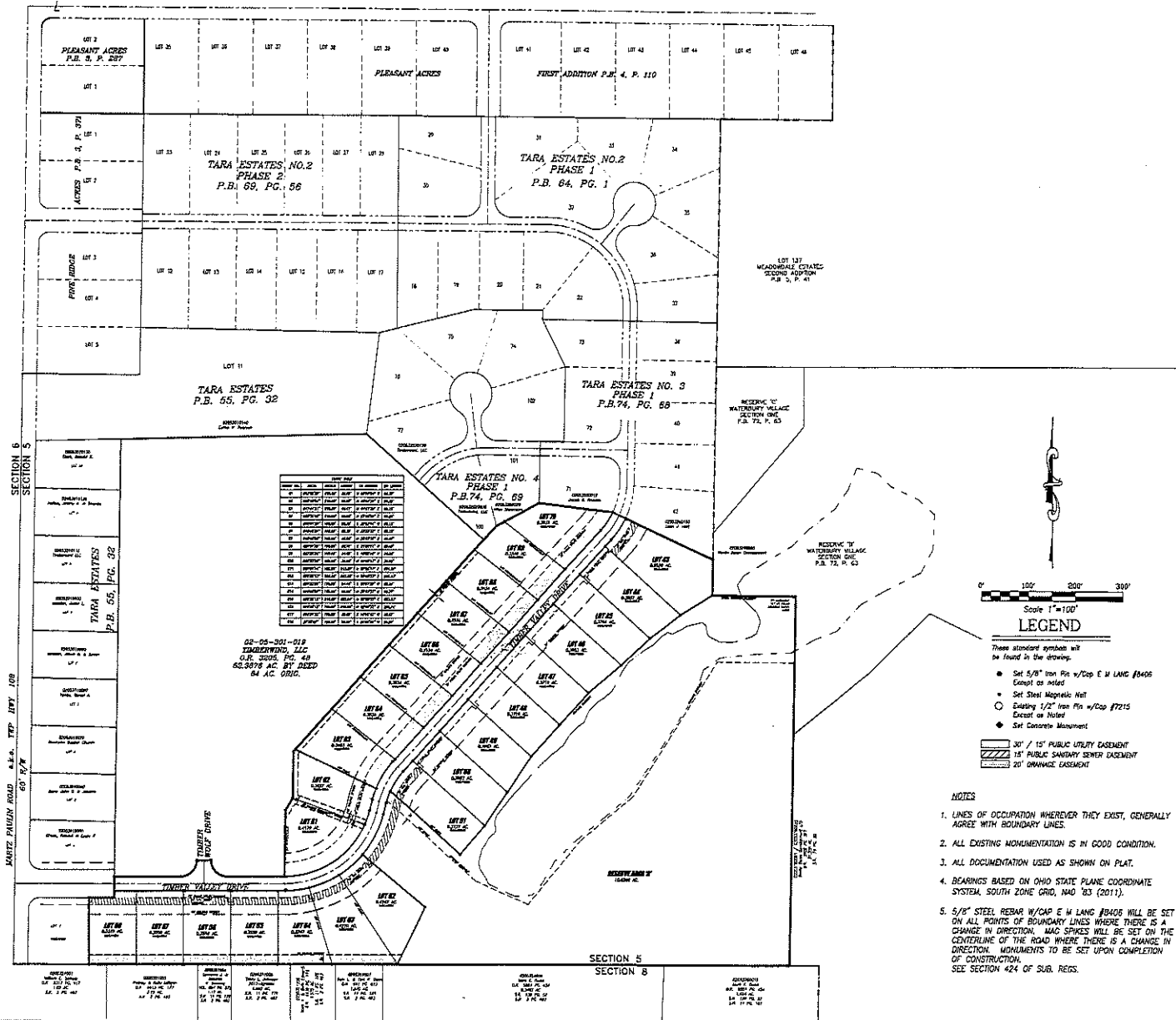
**TARA ESTATES NO. 3,  
 PHASE 2**  
 BEING A RECORD PLAT  
 Section 5, Town 14, Range 6E  
 Franklin Township, Warren County, Ohio (JULY 2016)



ISSUE DATE: JULY 23, 2016  
 JOB NO.: 17-096A  
 DRAWN BY: S.C.  
 CHECKED BY: E.M.  
 SHEET:

**V-102**  
 2 of 3

PL E 020704 - CIVIL ENGINEERING FIRM, INC. (L) 02/07/14



**P&L Services**  
 1947 Greenhills Rd.  
 Lebanon OH 45036  
 Tel: 513-933-2572 email:p22@plmail.com  
 Tel: 513-965-5421 email:p@plmail.com

**TARA ESTATES NO. 3, PHASE 2**  
 BEING A RECORD PLAT  
 Section 5, Town 14, Range 5E  
 Franklin Township, Warren County, Ohio (JULY 2018)



DATE: JULY 23, 2018  
 JOB NO.: 17-208A  
 DRAWN BY: SJC  
 CHECKED BY: SJA

**V-103**  
 3 of 3

The Board of Trustees of Franklin Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on July 26, 2023, at Franklin Township, Warren County, Ohio, with the following Trustees present:

Shane Centers - Trustee  
Matthew Jennings - Trustee  
Brian Morris - Trustee

Mr. Centers introduced the following resolution and moved its adoption:

**FRANKLIN TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 01-07262023**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON SECTION No. 3 PHASE 2 IN THE TARA ESTATES  
SUBDIVISION, FRANKLIN TOWNSHIP, WARREN COUNTY OHIO,  
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Tara Estates subdivision and approved them for maintenance by Franklin Township and Franklin Township is accepting the same for maintenance Section No. 3 Phase 2.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Township Trustees of Franklin Township, Warren County, Ohio:

**SECTION 1.** Franklin Township accepts Section No. 3 Phase 2. of the Tara Estates subdivision for maintenance.

**SECTION 2.** Section Section No. 3 Phase 2 of the Tara Estates subdivision,

Franklin Township is hereby established at twenty-five (25) miles per hour.

**SECTION 3.** The Trustees of Franklin Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Franklin Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

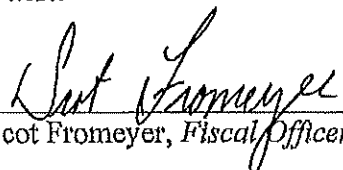
**SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

Mr. Morris seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Matthew Jennings –	Aye	<u>X</u>	Nay	_____
Brian Morris –	Aye	<u>X</u>	Nay	_____
Shane Centers –	Aye	<u>X</u>	Nay	_____

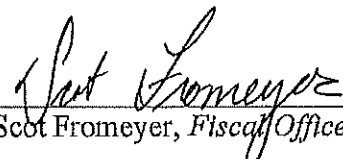
Resolution adopted this 26<sup>th</sup> day of July 2023.

Attest:

  
\_\_\_\_\_  
Scot Fromeyer, Fiscal Officer

I, Scot Fromeyer, Fiscal Officer of Franklin Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Franklin Township, County of Warren, Ohio, at its regularly scheduled meeting on July 26, 2023.

Date: 7/26/2023

  
\_\_\_\_\_  
Scot Fromeyer, Fiscal Officer



# Resolution

Number 23-1024

Adopted Date August 08, 2023

## APPROVE VARIOUS RECORD PLATS

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

- Morgan's Run Subdivision Replat – Harlan Township
- Sorum Alternative Plat – Turtlecreek Township

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 23-1025

Adopted Date August 08, 2023

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR GRANTS ADMINISTRATION FUND #2265

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2265 in the amount of \$774,307.88; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$965,190.07 into #22653420-5317 (Non-Capital Purchases)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: Auditor  Amended Certificate file  
Supplemental App file  
Grants Administration (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, July 28, 2023

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2023, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2023	Taxes	Other Sources	Total
Community Development	\$283,180.19		\$1,684,307.88	\$1,967,488.07
Fund 2265				
<b>TOTAL</b>	<b>\$283,180.19</b>	<b>\$0.00</b>	<b>\$1,684,307.88</b>	<b>\$1,967,488.07</b>

*Matt Nolan* )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )

AMEND 23 08  
 Fund 2265 +774,307.88  
 2265,43725 +352,121.00  
 2265,42941 +422,186.88

# Resolution

Number 23-1026

Adopted Date August 08, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL  
FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation in order to complete  
vacation payouts:

\$ 75,000.00 into #11011110-5882 (General – BOCC Vacation Leave Payout)

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Commissioners' file  
OMB – S. Spencer

# Resolution

Number 23-1027

Adopted Date August 08, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Court Fund #11011240 in order to process vacation leave payout for Michael Highley, former employee of the Juvenile Court:

\$574.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11011240-5882	(Juvenile Court – Sick Leave Payout)

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile Court (file)  
OMB

# Resolution

Number 23-1028

Adopted Date August 08, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into JDC Fund #11012600 in order to process sick and vacation leave payout for Anthony Miller, former employee of the Juvenile Detention Center:

\$30,494.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)  
into #11012600-5882 (JDC – Vacation Leave Payout)

\$10,241.00 from #11011110-5881 (Commissioners – Sick Leave Payout)  
into #11012600-5881 (JDC – Sick Leave Payout)

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

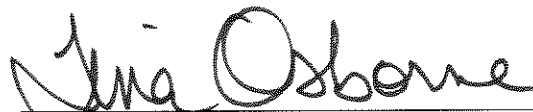
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile (file)  
OMB

# Resolution

Number 23-1029

Adopted Date August 08, 2023

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.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

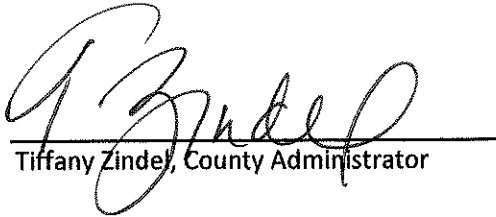
cc:

Commissioners' file

**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
WAT	J&J ENVIRONMENTAL	SEW SANITARY POINT LINER REPAI	\$ 50,000.00

8/8/2023 APPROVED:



Tiffany Zindel, County Administrator



# Resolution

Number 23-1030

Adopted Date August 08, 2023

APPOINT AN EVALUATION COMMITTEE RELATIVE TO THE REQUEST FOR QUALIFICATIONS ASSOCIATED WITH DESIGN-BUILD SERVICES FOR THE WARREN COUNTY COURT PROJECT.

WHEREAS, the Board has issued a Request for Qualifications for design-build services associated with the Warren County Court Project; and

WHEREAS, it is the desire of the Board to establish an evaluation committee to review the Request for Qualifications submittals prior to selection of short-listed firms by this Board; and

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the evaluation committee associated with the Warren County Court Project:

- Tiffany Zindel, County Administrator
- Martin Russell, Deputy County Administrator
- Melissa Moubray, Court Administrator, County Court
- Michelle Tegtmeier, Director of Building & Zoning
- Trevor Hearn, Director of Facilities Management

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities (file)  
County Court (file)  
OMB Bid file

# Resolution

Number 23-1031

Adopted Date August 08, 2023

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 Sunday, September 3, 2023; 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.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL/

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
2. The temporary license is for the limited time of Sunday, September 3, 2023.
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 3, 2023, 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 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 Licensor and its officials and employees 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 1.
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.

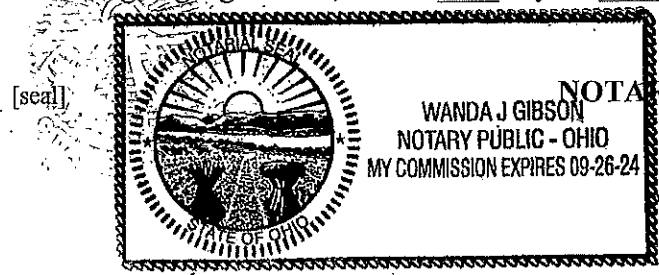
The parties acknowledge and represent that each have had a sufficient opportunity to read this entire document and has prior to signing it reviewed it with the assistance of legal counsel or have elected not to review it with the assistance of legal counsel; and, each do further acknowledge and represent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

LICENSEE: [CITY GATE CHURCH]

SIGNATURE: *Dustan White*  
NAME: Dustan White  
TITLE: Operations  
DATE: 7/20/23

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 DUSTAN WHITE, the authorized representative of the Licensee in the foregoing Agreement, on this 20<sup>th</sup> day of July, 2023.



NOTARY PUBLIC: *Wanda J Gibson*

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 23-1031, dated 8 day of AUGUST, 2023.

LICENSOR: [WARREN COUNTY, OHIO]

SIGNATURE: Shanna Jones

NAME: Shanna Jones

TITLE: President

DATE: 8.8.23

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 the President or Vice-President of the Board of Commissioners of Warren County, Ohio, on this 8 day of AUGUST, 2023.

[seal]



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

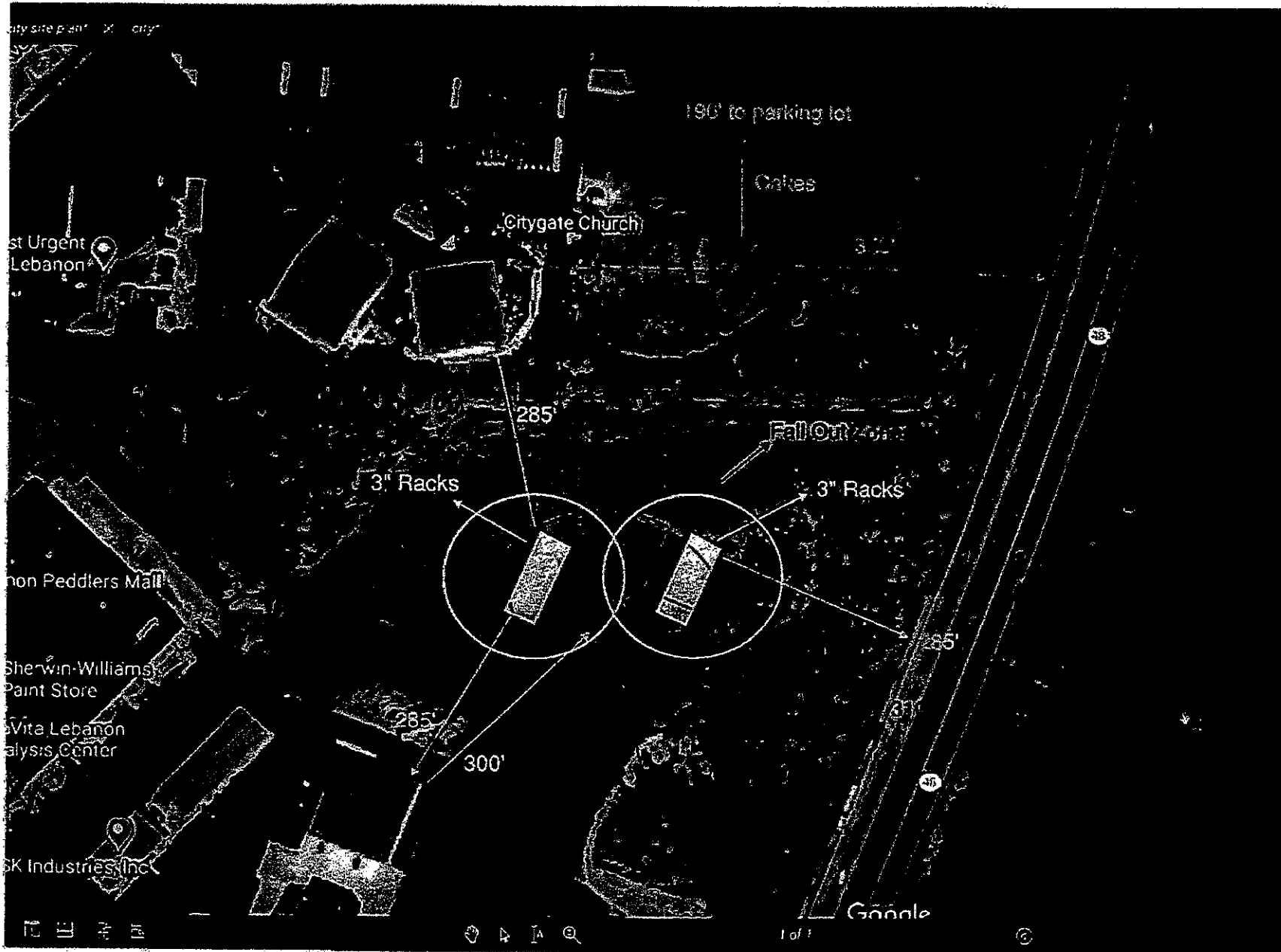
NOTARY PUBLIC: Krystal Lynn Powell

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice  
Asst. Prosecuting Attorney

EXHIBIT A





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2023

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 & Company)  
509 W Koenig St  
Grand Island NE 68801

**CONTACT NAME:** Kristy Wolfe  
**PHONE (A/C No, Ext):** 308-382-2330      **FAX (A/C, No):** 308-382-7109  
**E-MAIL ADDRESS:** kwolfe@ryderinsurance.com

**INSURED**  
Yokum Fireworks LLC  
6457 Glenway av #191  
Cincinnati OH 45211

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE SURPLUS LINES INS CO	10672
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

### COVERAGES

CERTIFICATE NUMBER: 2074462837

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CLH0016875	3/9/2023	3/9/2024	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOG				GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMPI/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident)	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident)	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)**  
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.  
Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.  
Date of Display 9/3/2023  
Additional Insured list as Warren County See Attached...

### 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

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Ryder Rosacker McCue & Huston (MGD by Hull & Company)		NAMED INSURED Yokum Fireworks LLC 6457 Glenway av #191 Cincinnati OH 45211	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Inertia LTD  
Inertia LTD property located at 1015 Jillora Ct. with 2 buildings and 1014 Jillora Ct Lebanon OH with 1 building



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CLH0014695	04/18/2012	Lynch Imports, LLC	05025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. Exclusions of **SECTION I - COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
  4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
  5. The Insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I - COVERAGES** to defend the additional insured against any "suit" If any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

---

AUTHORIZED REPRESENTATIVE

DATE

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# Resolution

Number 23-1032

Adopted Date August 08, 2023

APPROVING AND AUTHORIZING COUNTY ADMINISTRATOR TO EXECUTE  
SUBLEASE AMENDMENT NO. 2 WITH AMERICAN TOWERS RELATIVE TO THE  
TELECOMMUNICATIONS TOWER AT THE WARREN COUNTY FAIRGROUNDS

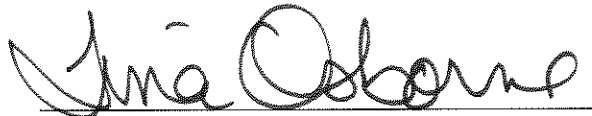
BE IT RESOLVED, approve and authorize the County Administrator to execute the attached  
Sublease Amendment No. 2, with American Towers LLC, a Delaware limited liability company;  
said amendment attached hereto and made a part hereof.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A-- American Tower  
Agricultural Society (file)  
Bruce McGary

# Resolution

Number 23-1033

Adopted Date August 8, 2023

## CONTINUE ADMINISTRATIVE HEARING TO CONSIDER SITE PLAN REVIEW APPLICATION OF SHAKER WOODS IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to continue the administrative hearing to consider the site plan review application of Shaker Wood in Turtlecreek Township; said administrative hearing to be continued to Thursday, August 24, 2023, at 5:00 p.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 8<sup>th</sup> day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees