

# Resolution

Number 24-1071

Adopted Date August 20, 2024

HIRING MADELYN BUCKLEY AS A FELLOWSHIP STUDENT, PART OF THE CHILD WELFARE FELLOWSHIP PROGRAM, TO WORK WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to resolution #23-1476, adopted November 7, 2023 this Board approved a subgrant agreement with Wood County Job and Family Services and the Child Welfare Fellowship project parties on behalf of Warren County Children Services; and

WHEREAS, Wood County has determined Ms. Buckley is eligible for the Fellowship program; and

WHEREAS, the Director of Warren County Children Services has requested to hire Ms. Buckley as a Fellowship Student, part of the Fellowship Program; and

NOW THEREFORE BE IT RESOLVED, to hire Madilyn Buckley as Fellowship Student, part of the Child Welfare Fellowship Program, within the Warren County Department of Job and Family Services, Children Services Division, unclassified, part-time, 20 hours per week, non-exempt status, \$15.00 per hour, effective August 26, 2024.

BE IT FURTHER RESOLVED, Ms. Buckley is required to comply with all regulations of the Child Welfare Fellowship Program and all Warren County policies and procedures.

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

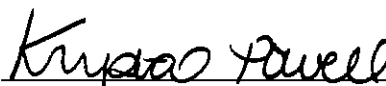
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

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

# Resolution

Number 24-1072

Adopted Date August 20, 2024

HIRING HEATHER SYKORA AS AN ASSESSMENT/INVESTIGATIVE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Heather Sykora within the Warren County Department of Job and Family Services, Children Services Division, as an Assessment/Investigative Caseworker II, pay grade 16, classified, full-time, permanent, hourly status (40 hours per week), effective September 3, 2024, at a rate of \$22.36 per hour, subject to a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

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

# Resolution

Number 24-1073

Adopted Date August 20, 2024

APPROVING THE END OF 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR RAY DRATT WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, Ray Dratt, Chief Zoning Inspector, within the Warren County Building and Zoning Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Ray Dratt's completion of 365-day probationary period and a pay increase to rate of \$2,458.82 bi-weekly, effective pay period beginning August 10, 2024.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

# Resolution

Number 24-1074

Adopted Date August 20, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR MITCHELL VIARS WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mitchell Viars, Wastewater Treatment Plant Operator II within the Water and Sewer Department, has successfully completed a 365-day probationary period.

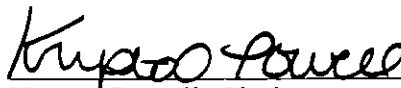
NOW THEREFORE BE IT RESOLVED, to approve Mitchel Viars' completion of 365-day probationary period and a pay increase to end of probationary rate of \$31.08 per hour effective pay period beginning August 24, 2024.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
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Krystal Powell, Clerk

cc: Water/Sewer (file)  
M. Viars' Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-1075

Adopted Date August 20, 2024

APPROVING A WAGE INCREASE FOR KELLY FIEBIG WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, pursuant to Resolution #24-0861, adopted July 2, 2024, this board approved departmental work rules and compensation schedule for the Warren County Emergency Services Department and the Emergency Communications Operators; and

WHEREAS, Kelly Fiebig, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed ten (10) years of service as an Emergency Communications Operator as of August 18, 2024.

NOW THEREFORE BE IT RESOLVED, to approve Kelly Fiebig's wage increase to \$29.72 per hour, under the Warren County Emergency Services Pay Schedule, effective pay period beginning August 22, 2024.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Emergency Services (file)  
K. Febig's Personnel File  
OMB-Sue Spencer

# Resolution

Number 24-1076

Adopted Date August 20, 2024

ACCEPTING THE RESIGNATION OF EMMA WILCOX, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 30, 2024

BE IT RESOLVED, to accept the resignation of Emma Wilcox, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective August 30, 2024.

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


Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

# Resolution

Number 24-1077

Adopted Date August 20, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF  
THURSDAY, AUGUST 22, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
August 22, 2024.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor              
Commissioners' file  
Press

# Resolution

Number 24-1078

Adopted Date August 20, 2024

DECLARING AN EMERGENCY AND WAIVING COMPETITIVE BIDDING FOR THE IMMEDIATE REPLACEMENT OF THE ELECTRICAL SWITCHGEAR AT THE COMMON PLEAS COURTS BUILDING

WHEREAS, the Common Pleas Courts switchgear is responsible for protecting, controlling, and isolating the electricity throughout the building; and

WHEREAS, the switchgear is failing and presents an immediate risk to the electric service in the facility and to personnel working near the equipment and needs immediate replacement.

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of the switchgear; and

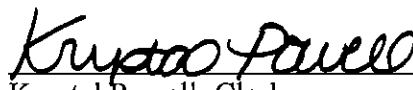
BE IT FURTHER RESOLVED, to approve Purchase Order #24002108 to Garber Electrical Contractors, Inc. in the amount of \$298,300.00 for the replacement of the switchgear.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor   
Facilities Management (file)



# Resolution

Number 24-1079

Adopted Date August 20, 2024

APPROVING EMERGENCY REPLACEMENT OF THE AIR CONDITIONING UNIT AT THE TODDS FORKLIFT STATION.

WHEREAS, the Water & Sewer Department experienced an equipment failure to the A/C unit located at the Todd's Fork Lift Station; and

WHEREAS, the repair of the unit is critical and time sensitive to the Wastewater operations as the equipment is used to cool the drives that control the pumps and can cause the station to fail if overheated resulting in an overflow of the sewer system.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24002109 with TAP Heating and Cooling, Inc., in the amount of \$9220.00 subject to slightly increase or decrease based on findings, for the emergency replacement of the AC unit at Todds Forklift Station.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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cc: Auditor              
Water/Sewer (file)

# Resolution

Number 24-1080

Adopted Date August 20, 2024

TRANSFERRING A VEHICLE NO LONGER BEING UTILIZED TO THE WARREN COUNTY PARK BOARD

WHEREAS, the Warren County Board of Commissioners is in possession of the truck that is no longer needed by the Warren County Building and Zoning Department; and

WHEREAS, the Warren County Park Board has expressed interest and obtaining said vehicle; and

NOW THEREFORE BE IT RESOLVED, to transfer the following vehicle from the Warren County Commissioners to the Warren County Park Board

2012 GMC Sierra 1500

VIN#1GTR2TEACZ289212

BE IT FURTHER RESOLVED, that at such time the Park Board no longer need the truck, said truck shall be returned to Warren County for disposal.

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

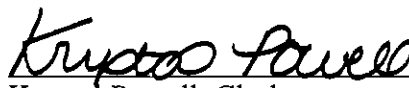
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Title Transfer file  
Park Board (file)  
Building/Zoning (file)

# Resolution

Number 24-1081

Adopted Date August 20, 2024

APPROVING AND ENTERING INTO AN EDUCATION AGREEMENT WITH THE UNIVERSITY OF KENTUCKY ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

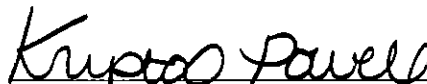
BE IT RESOLVED, to approve and authorize the Board to enter into an agreement with The University of Kentucky College of Social Work on behalf of the Department of Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/University of Kentucky agreement

cc: c/a—The University of Kentucky  
Children Services (file)

UK Contract #  
74229

EDUCATION AGREEMENT  
BETWEEN  
THE UNIVERSITY OF KENTUCKY  
AND  
Warren County Ohio Board of County Commissioners  
on behalf of Warren County Children Services

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This education agreement (the "Agreement") between the University of Kentucky, College of Social Work, hereinafter known as "UNIVERSITY", and Warren County Ohio Board of County Commissioners on behalf of Warren County Children Services, hereinafter known as "AFFILIATE", located at 416 S. East Street Lebanon, OH 45036 regarding an affiliation agreement for cooperative pursuit of their respective goals, is entered into this 23rd day of May, 2024.

I. PURPOSE

The purpose of this document is to establish an agreement between the above parties in regard to their cooperation in the implementation of education experience opportunities for UNIVERSITY students enrolled in the UNIVERSITY'S College of Social Work. It defines the basis on which AFFILIATE will supervise students assigned to non-clinical experiences within said AFFILIATE. The scope of this Agreement is focused on the general activities planned and the assignment of responsibilities between the parties.

II. ACCREDITATION STANDARDS

AFFILIATE acknowledges that UNIVERSITY'S Social Work program is accredited by the Council on Social Work Education (CSWE). AFFILIATE agrees to adhere to all standards and practices that are now or during the term of this agreement may be required by CSWE for UNIVERSITY'S program to maintain or renew its accreditation status with CSWE.

III. SCHEDULE OF ACTIVITIES

The scheduling of activities for students will be in accordance with the schedule of courses at the UNIVERSITY and the schedule will be explored and planned with the appropriate personnel of the AFFILIATE. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be selected in accordance with the particular experience and the opportunities available.

The number of students assigned to AFFILIATE and the times of rotations will be mutually agreed upon.

IV. UNIVERSITY RESPONSIBILITIES

The UNIVERSITY shall:

- A. Maintain responsibility and authority for all academic and educational matters and subsequent evaluation of students.
- B. Retain control of the educational program for students through faculty of the UNIVERSITY. Department chairs of the UNIVERSITY have authority to assure faculty and student access to appropriate resources, including the numbers and types of patients, for medical student education. The UNIVERSITY will regularly assess the learning environment of AFFILIATE to identify any positive and negative influences on professional standards and conduct of students.
- C. Provide a statement of philosophy and the objectives of curricular education.
- D. Assign only such students as are, to the extent of UNIVERSITY's knowledge, in good health at the time of reporting for assignment at AFFILIATE.
- E. Forward to AFFILIATE a summary of the student's training and experience which shall include at least information on the student's general health, related education, and experience.
- F. Assign student subject to the availability of the AFFILIATE's personnel for teaching and supervising.
- G. Appoint an Academic Coordinator who will be the liaison representative of the UNIVERSITY.
- H. Reserve the right to revoke any assignment prior to the student's entry into the education program at AFFILIATE.
- I. Withdraw any student from the educational experience at the request of AFFILIATE if the student's performance is unsatisfactory.
- J. Consider suggestions from the AFFILIATE regarding curriculum improvements subject to curriculum committee approval.

V. AFFILIATE RESPONSIBILITIES

The AFFILIATE shall:

- A. For the duration of student rotations, make available appropriate resources to facilitate student education. Students may participate in education or continuing education activities of the AFFILIATE as appropriate.

B. Provide education experiences as stated in the objectives and philosophy of the UNIVERSITY and supervision appropriate to the academic level of assigned students.

C. Complete all applicable forms requested by the UNIVERSITY relating to student evaluation and information regarding the teaching site in a timely manner.

D. Request the UNIVERSITY to withdraw the student from the assigned education experience, when his/her conduct of performance is deemed unsatisfactory. To assist UNIVERSITY in its due process obligations to a student removed from the program, AFFILIATE agrees to provide a written statement of the reasons for the withdrawal or exclusion.

E. Provide information and/or training on appropriate security and personal safety measures to all UNIVERSITY students and faculty assigned to AFFILIATE in all locations where instruction occurs.

F. Allow student rotations to take place at all facilities owned and/or operated by AFFILIATE, as appropriate.

## VI. STUDENT RESPONSIBILITIES

The STUDENT shall:

A. Be permitted AFFILIATE holidays.

B. Have the responsibility of transportation to and from the AFFILIATE's facilities and on any reasonable special assignment by AFFILIATE.

C. Provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of rotations at the AFFILIATE, acknowledging that since the STUDENT is not an employee of the UNIVERSITY or the AFFILIATE, the STUDENT is not protected by Worker's Compensation and neither the AFFILIATE nor the UNIVERSITY assumes liability for injuries or illness in the absence of a showing of actual negligence on the part of the UNIVERSITY or AFFILIATE or any of their agents.

D. Be responsible for following administrative policies of the AFFILIATE.

E. Notify the AFFILIATE of his/her intended time of arrival and be responsible for reporting to the designated individual at the AFFILIATE on time.

F. Be responsible for his/her own housing during education assignments.

G. Be subject to the rules and regulations of the AFFILIATE.

H. Not be considered an employee of the AFFILIATE, but a student participating in the practical education phase of his/her professional education.

VII. FINANCE

There are no financial obligations for the function of training activities for either party while students are assigned to the AFFILIATE.

VIII. EQUAL OPPORTUNITY

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws regarding nondiscrimination. The UNIVERSITY provides equal opportunities for qualified persons in all aspects of UNIVERSITY operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with UNIVERSITY policy concerning smoking.

IX. LIABILITY

UNIVERSITY shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year.

The parties acknowledge that AFFILIATE participates in a government risk-sharing pool, namely CORSA, and such participation shall satisfy any insurance requirements hereunder.

X. HEALTH REQUIREMENTS

The UNIVERSITY requires students to be in compliance with all current UNIVERSITY immunization and tuberculin testing policies. Proof of inoculations will be provided upon request to facility.

XI. PERSONAL INFORMATION SECURITY

*(Please select the appropriate box applicable to this practicum.)*

UK will provide AFFILIATE with student's Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), AFFILIATE shall secure and protect Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the

Personal Information disclosed, at least as stringent as UNIVERSITY's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of AFFILIATE or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and AFFILIATE abides by the requirements set forth in that exception; (iv) cooperating with UNIVERSITY in complying with the response, mitigation, correction, investigation and notification requirements of the ACT, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by AFFILIATE; and (vi) at UNIVERSITY's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

Student will provide AFFILIATE with all Personal Information therefore UNIVERSITY and AFFILIATE are not bound by Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 in regard to this Agreement.

## XII. NOTICE

Whenever any notice, demand or consent is required by the terms of this Agreement, it shall be delivered by mail, postage prepaid, to the following addresses:

If to AFFILIATE:                      Warren County Children Services  
416 S. East Street  
Lebanon, OH 45036

If to UNIVERSITY:                    University of Kentucky  
Office of Strategic Healthcare Contracting  
317 Charles T. Wethington Building  
900 South Limestone Street  
Lexington, KY 40536-0200

## XIII. ELECTRONIC STORAGE AND SIGNATURES

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this



Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XIV. HIPAA

*(Please select the appropriate box applicable to this practicum.)*

Each party agrees to abide by all applicable federal and state law and regulations, including, but not limited to, the HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Because neither party uses or discloses the Protected Health Information to perform services on behalf of the other, each party acknowledges and agrees that neither is the business associate of the other and therefore the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.

AFFILIATE is not a healthcare provider and does not have access to Protected Health Information.

AFFILIATE is a healthcare provider but UNIVERSITY student will not be permitted access to Protected Health Information.

XV. FERPA

AFFILIATE shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by the UNIVERSITY and those records generated by AFFILIATE regarding students is confidential and shall be used only for the purposes stated in this Agreement. AFFILIATE agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. AFFILIATE shall notify the UNIVERSITY in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from the UNIVERSITY for a period of no less than five (5) years.

AFFILIATE agrees to destroy the student information with permission of the UNIVERSITY in a manner that completely protects the confidentiality of the student information or return the information to the UNIVERSITY upon the expiration of this Agreement.

XVI. TERM OF THE AGREEMENT

A. This Agreement shall be effective from the date first written above and shall be reviewed annually by UNIVERSITY's Provost or designated reviewer, and AFFILIATE's designated reviewer. The duration of this Agreement shall be continuous.

B. This Agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this Agreement.

C. This Agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination.

D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their program with AFFILIATE.

XVII. MISCELLANEOUS

A. *(Please select the appropriate box applicable to this practicum.)*

The practicum is taking place within the Commonwealth of Kentucky. Therefore this Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

This practicum is taking place outside of the Commonwealth of Kentucky. Therefore the parties agree to remain silent on governing law and venue.

B. Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission, or constitutes an endorsement of any commercial product or services by either party.

C. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

D. No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party; provided, however, that the AFFILIATE expressly acknowledges that any assignment by the UNIVERSITY to an entity controlled by, controlling, or under common ownership with the UNIVERSITY or arising out of any merger, reorganization or consolidation of the UNIVERSITY shall not require the consent of the AFFILIATE.

E. The individuals executing this Agreement on behalf of the UNIVERSITY and the AFFILIATE hereby represent and warrant that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individuals have been duly authorized to execute and deliver this Agreement.

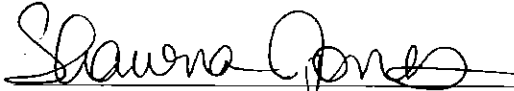
XVIII. SIGNATURES

In testimony whereof, witness the duly authorized signatures of the parties hereto to the original:

UNIVERSITY OF KENTUCKY

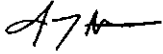


Robert S. DiPaola, MD  
Provost




Shawna Jones, MSW, LISW-S  
Warren County Children Services Director


Recommended by:

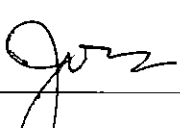
DocuSigned by:  
  
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J. Jay Miller, PhD  
Dean, College of Social Work

Warren County Board of County Commissioners:

\*   
Commissioner Young

\*   
Commissioner Grossman

\*   
Commissioner Jones

Approved As To Form Only:

  
Kathryn Horvath, Assistant Prosecuting Attorney/ Date

# Resolution

Number 24-1082

Adopted Date August 20, 2024

ENTERING INTO A COOPERATIVE AGREEMENT WITH BUTLER COUNTY FOR THE BUTLER-WARREN ROAD/DIMMICK ROAD/IRWIN-SIMPSON ROAD INTERSECTION IMPROVEMENTS ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a cooperative agreement with Butler County to convert the all-way stop intersection to a single-lane modern roundabout at the intersection of Butler-Warren Road/Dimmick Road/Irwin-Simpson Road on behalf of the Warren County Engineer's Office. Copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Butler County  
Engineer (file)

**COOPERATIVE AGREEMENT  
BETWEEN BUTLER COUNTY AND WARREN COUNTY  
FOR THE BUTLER-WARREN ROAD/DIMMICK ROAD/IRWIN-SIMPSON ROAD  
INTERSECTION IMPROVEMENT PROJECT**

This agreement is made and entered into, by and between the Board of County Commissioners of Butler County, Ohio, hereinafter referred to as "BUTLER COUNTY" on behalf of the Butler County Engineer, hereinafter referred to as the "BUTLER ENGINEER" acting by and through its duly authorized agent(s), and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY" on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN ENGINEER," acting by and through its duly authorized agent(s).

WHEREAS, BUTLER COUNTY and WARREN COUNTY desire to improve the Butler-Warren Road at the intersection of Dimmick Road/Irwin-Simpson Road in order to convert the intersection from an existing all-way stop controlled intersection to a single-lane modern roundabout, in accordance with the specifications of BUTLER COUNTY's contract for the Butler-Warren Road/Dimmick Road/Irwin-Simpson Road Intersection Improvement Project hereinafter referred to as "PROJECT";

WHEREAS, BUTLER COUNTY and WARREN COUNTY find that the public convenience and welfare require the said intersection improvement, that the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area, and that the public will benefit by creating a cooperative project to complete the improvement.

WHEREAS, BUTLER COUNTY and WARREN COUNTY each have the authority to enter into this agreement to construct the PROJECT pursuant to Ohio Revised Code Section 5555.022.

NOW THEREFORE, the parties do agree as follows:

BUTLER COUNTY and/or the BUTLER ENGINEER will:

- 1) be responsible to complete the necessary design work for the PROJECT using an ODOT prequalified consultant and be responsible for one half of the PROJECT design costs.
- 2) be responsible for one half of the right-of-way acquisition/consultant cost needed for the PROJECT.
- 3) be responsible for one half of the utility relocation cost for utilities located outside of the existing right-of-way and located within their own private easements that is needed for the PROJECT.

- 4) at the conclusion of the PROJECT's design with the participation of WARREN COUNTY and/or the WARREN ENGINEER complete the following PROJECT CONSTRUCTION TASKS:
  - a) prepare Bid Documents for construction of PROJECT and advertise for Bids in a newspaper of general circulation within Butler County.
  - b) receive and open sealed Bids in accordance with rules established by the Board of County Commissioners of Butler County.
  - c) evaluate Bids and make recommendation for award.
  - d) be responsible for the execution of a Contract with the successful Bidder, hereinafter referred to as "CONTRACTOR."
  - e) administer a Contract with the CONTRACTOR and/or any approved and properly executed Change Orders to the Contract.
  - f) after receiving an invoice from the CONTRACTOR, verify that the invoiced work has been completed and directly reimburse the CONTRACTOR.
  - g) upon approving an invoice from the CONTRACTOR, invoice WARREN ENGINEER for WARREN COUNTY's portion of the PROJECT.
  - h) after receiving any request from the CONTRACTOR for changes/modifications to the Contract, evaluate the proposed scope of work and the additional compensation, if any, for the changes/modifications, prepare the appropriate Change Order and submit the Change Order to WARREN COUNTY and/or the WARREN ENGINEER for approval.
  - i) as may become necessary due to any approved Change Order with the CONTRACTOR, invoice the WARREN ENGINEER for Warren County's portion of any Change Order.
  - j) supervise, monitor, and inspect construction of the PROJECT. BUTLER COUNTY and/or BUTLER ENGINEER further agree to ensure that the Contractor complies with all of the terms and conditions of the contract.
- 5) be responsible to apply to the Ohio Public Works Commissioner (OPWC) for 50% of the local match. The total local match for both Butler and Warren Counties construction and construction inspection of the PROJECT is estimated to be \$277,580. Butler County will be responsible for an estimated amount of \$138,790. Total PROJECT construction costs are estimated to be approximately \$1,387,910 of which \$1,110,330 will be federal funds with the balance being comprised of the local match.

WARREN COUNTY and/or the WARREN ENGINEER will:

- 1) participate in the design review of the PROJECT and be responsible for one half of the PROJECT design costs.
- 2) be responsible for one half of the right-of-way acquisition/consultant cost needed for the PROJECT.
- 3) be responsible for one half of the utility relocation cost for utilities located outside of the existing right-of-way and located within their own private easements that is needed for the PROJECT.
- 4) participate with the BUTLER ENGINEER in the PROJECT CONSTRUCTION TASKS (as listed in Butler County Item No. 2) and authorize BUTLER COUNTY and/or the BUTLER ENGINEER to execute and administer a Contract and/or any approved and properly executed Change Orders with the CONTRACTOR for the PROJECT Construction.
- 5) supervise, monitor, and inspect the portion of the PROJECT construction located within Warren County in coordination and cooperation with the BUTLER ENGINEER.
- 6) after a Construction Change Order to the Contract with the CONTRACTOR is received from the BUTLER ENGINEER, promptly review, and approve the Construction Change Order for any work completed within Warren County. Said approval is not to be unreasonably withheld.
- 7) as may become necessary due to a Construction Change Order and upon proper invoicing by the BUTLER ENGINEER, pay to the BUTLER COUNTY TREASURER the additional amount for WARREN COUNTY's portion of Construction Change Order.
- 8) be responsible to apply to the Ohio Public Works Commissioner (OPWC) for 50% of the local match. The total local match for both Butler and Warren Counties is estimated to be \$277,580. Warren County will be responsible for an estimated amount of \$138,790. Total PROJECT construction costs are estimated to be approximately \$1,387,910 of which \$1,110,330 will be federal funds with the balance being comprised of the local match.
- 9) upon proper invoicing by the BUTLER ENGINEER, pay to the BUTLER COUNTY TREASURER the total amount of WARREN COUNTY'S share of the PROJECT Construction Costs.

BUTLER COUNTY and WARREN COUNTY further agree that:

- 1) the PROJECT is an improvement undertaken cooperatively pursuant to Ohio Revised Code Section 5555.022; therefore, the parties do not hereby diminish the responsibilities of BUTLER COUNTY, WARREN COUNTY, the BUTLER ENGINEER, or the WARREN ENGINEER within each party's respective jurisdiction, generally, or in the portions of the PROJECT located within each party's respective jurisdiction. Furthermore, the parties do not hereby augment the responsibilities of BUTLER COUNTY, WARREN COUNTY, the BUTLER ENGINEER, or the WARREN ENGINEER to include responsibility within the other county's jurisdiction or the other county engineer's jurisdiction, generally, or in the portions of the PROJECT located within the other county's or county engineer's jurisdiction.
- 2) each County will provide any certificate by its County Auditor required by Section 5705.41(D) of the Ohio Revised Code for the respective County's portion of the PROJECT COSTS.
- 3) prior to the execution of the Contract for the Construction of the improvements, each party to this agreement reserves the right to delete a portion of or the total of the PROJECT that is located within that party's jurisdiction for **ANY REASON**.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**{THE BALANCE OF THIS PAGE WAS LEFT BLANK INTENTIONALLY}**



**BUTLER COUNTY:**

IN EXECUTION WHEREOF, upon written recommendation of the Butler County Engineer, the Butler County Board of County Commissioners has caused this Agreement to be executed on the date stated below, pursuant to Resolution No. ~~24-04-010~~ dated August 5, 2024.

RECOMMENDED BY:  
BUTLER COUNTY ENGINEER

BOARD OF COMMISSIONERS  
OF BUTLER COUNTY, OHIO

BY: Gregory J Wilkens

Cindy Carpenter  
President

NAME: Gregory J. Wilkens, P.E., P.S.

[Signature]  
Vice President

TITLE: County Engineer

DATE: 7/10/2024

[Signature]  
Commissioner

DATE: August 5, 2024

Approved as to Form Only:

BY: Patricia R. [Signature]  
Assistant Prosecuting Attorney  
Butler County, Ohio

**WARREN COUNTY:**

IN WITNESS WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has adopted its Resolution No. ~~24-1082~~ on ~~August 20~~, 2024 approving and authorizing the execution of this Agreement.

RECOMMENDED BY:  
WARREN COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS  
OF WARREN COUNTY, OHIO

BY: Neil F. Tunison

BY: X David G. Young

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

NAME: David G. Young

TITLE: County Engineer

TITLE: President

DATE: 8/12/2024

DATE: 8-20-24

Approved as to Form:

DAVID P. FORNSHELL, PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

BY: Bruce A. McGary

~~Adam M. Nice, Assistant Prosecutor~~

Bruce A. McGary

# Resolution

Number 24-1083

Adopted Date August 20, 2024

## ENTERING INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

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

Lavish Salon & Spa  
550 Mound Court  
Lebanon, Ohio 45036

Fortis College  
555 E. Alex- Bell Road  
Centerville, Ohio 45459

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County  
OhioMeansJobs (file)

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 31<sup>st</sup> day of July, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Lavish Salon and Spa, 550 Mound Court, Lebanon, Ohio 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

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

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I.. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by

the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

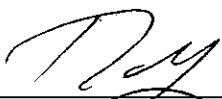
Rule:	Group:

- U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.



IN WITNESS WHEREOF, the parties have executed this Agreement on this 20  
day of August, 2024.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
David G Young, President

**WORKSITE:**

Loei Wickler  
Worksite Name

Loei Wickler  
Signature/Worksite Administrator

7/31/24  
Date

OWNER - Pres  
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

\_\_\_\_\_  
Signature of Authorized Organized Labor Representative

\_\_\_\_\_  
Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

  
Josh Hisle, Deputy Director

7.31.24  
Date

**APPROVED AS TO FORM:**

  
Adam Nice, Assistant Prosecuting Attorney

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Fortis College, 555 E. Alex-Bell Road, Centerville, Ohio 45459**, hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the contractor may provide occupational skills trainings.

### **Terms of the Agreement:**

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

### **Responsibilities of the Contractor:**

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

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

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

**Responsibilities of OMJWC:**

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

## **General Provisions:**

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

**Assurances and Certifications:**

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

**Signature Page**


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

**Warren County Board of Commissioners**

\*   
\_\_\_\_\_  
David Young, President

8-20-24  
Date

**Contractor**

  
\_\_\_\_\_  
Authorized Contractor Signature

8/8/24  
Date


Robert I. Dillman

8/8/24

\_\_\_\_\_  
Typed Name of Authorized Contractor

\_\_\_\_\_  
Date

**Approved as to form:**

  
\_\_\_\_\_  
Adam Nice, Asst. Prosecutor

8/9/24  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2024

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 have ADDITIONAL INSURED provisions or 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  
Cobbs Allen  
115 Office Park Drive, Ste 200  
Birmingham AL 35223

CONTACT NAME: Kelly McLamb  
PHONE (A/C, No, Ext): 205-874-1283 FAX (A/C, No): 205-414-8105  
E-MAIL ADDRESS: kmclamb@cobbsallen.com

INSURED  
RETS Tech Center, Inc., Fortis College-Centerville  
555 E. Alex Bell Road  
Centerville, OH 45459

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's	
INSURER B: American Alternative Ins. Corp	19720
INSURER C: Charter Oak Fire	
INSURER D: Travelers Indemnity Company	25658
INSURER E: Travelers P&C of America	25674
INSURER F:	

### COVERAGES

CERTIFICATE NUMBER: 1650983782

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	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y6307G095084COF224	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		8109M6649522414G	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		66A2UB0000018-11	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB2S7091402414G	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Student Professional VA Limits		W13DFB241201	7/1/2024	7/1/2025	Each Claim Aggregate Per Claim/Aggregate 5,000,000 5,000,000 \$2.65MM/\$7.95MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Proof of Insurance-Fortis Centerville

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

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# Resolution

Number 24-1084

Adopted Date August 20, 2024

ENTERING INTO AN AGREEMENT WITH MOBILCOMM INC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm Inc. will provide Jail Repeater BDA and Radio & Infrastructure maintenance support services for the Warren County Jail.

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Mobilcomm Inc for Warren County Telecommunications; as attached hereto and part hereof.

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

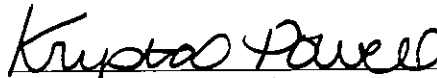
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Mobilcomm Inc  
Telecom (file)

Bi-Directional Amplifier



1211 West Sharon Rd. Cincinnati, Ohio 45240

Phone: 513.742.5555 Fax: 513.595.5959

**MAINTENANCE AGREEMENT****CUSTOMER INFORMATION**

MOBILCOMM ACCOUNT #

**BILLING INFORMATION**

NAME: WARREN CO TELECOMMUNICATIONS  
 ADDRESS LINE 1: 500 JUSTICE DRIVE  
 ADDRESS LINE 2: PAUL KINDELL  
 CITY / STATE / ZIP: LEBANON / OH / 45036  
 PHONE: 513.695.1322  
 EMAIL: PAUL.KINDELL@WCOH.NET

DATE:	
PREPARED BY:	TODD CHUMBLEY
PROPOSAL VALID UNTIL:	

START DATE:	09.01.2024
EXPIRE DATE:	08.31.2025

**EQUIPMENT SITE INFORMATION**

CONTACT NAME: PAUL KINDELL  
 ADDRESS LINE 1: 822 MEMORIAL DR  
 ADDRESS LINE 2: \_\_\_\_\_  
 CITY / STATE / ZIP: LEBANON, OH 45036  
 PHONE: 513.695.1287  
 EMAIL: PAUL.KINDELL@WCOH.NET

<b>CONTRACT AGENT INFORMATION</b>	
NAME:	TODD CHUMBLEY
EMAIL:	TCHUMBLEY@MOBILCOMM.COM
PHONE:	(513) 595 - 5830

CONTRACT TERM	1 YEAR
REOCCURRING:	

**24/7 EMERGENCY SERVICE****MAINTENANCE SUMMARY AGREEMENT**

The termed maintenance agreement laid out ensures that Mobilcomm will perform annual preventative maintenance inspections to the equipment listed within the agreement at the scheduling request of the client. According to OHIO Fire Code 12-15-17 section 510, testing and proof of compliance is required to be performed on the emergency responder radio coverage system annually.

All ERRC systems' equipment must be brought up to minimum code compliancy requirements as directed by the local Authority Having Jurisdiction (AHJ) prior to engaging in this maintenance agreement. Any charges associated with this compliance upgrade will be performed at the owner's expense.

THANK YOU FOR YOUR BUSINESS!

Customer Initials \* DJ



THANK YOU FOR YOUR BUSINESS!

## **MOBILCOMM MAINTENANCE AGREEMENT INCLUSIONS / EXCLUSIONS:**

### **AGREEMENT INCLUDES:**

- 1.) Travel expenses to and from customer's facility.
- 2.) Diagnostics for a reported issue.
- 3.) Annual PM inspections
- 4.) 24/7 service diagnostic including a two-hour response window from notification of trouble or supervisory alert by the customer. Note: *On-site response restoration of services will be determined by the severity of the event.*

### **AGREEMENT EXCLUSIONS:**

- 1.) Improper operation, storage, misuse, abuse, and or neglect.
- 2.) Physical damage causing product or accessories subject to abnormal usage or conditions.
- 3.) Damage to wiring associated with original system design.
- 4.) Issues caused by customers or 3<sup>rd</sup> party influence, including customers or 3<sup>rd</sup> party completed installation.
- 5.) Material costs for periodic battery replacement.
- 6.) Annual permit or inspection fees that may be assessed by the local (AHJ) Authority Having Jurisdiction.
- 7.) Expansion of system components due to changes in the existing Public Safety systems coverage, such as reduction in external donor signal levels, building renovations or other acts which are not the fault of Mobilcomm.
- 8.) Any acts of God or outside influences that may affect performance of equipment. Examples listed but not limited to - lightning, flooding, liquid, rain, extreme humidity, extreme heat, sand, dirt, hail.
- 9.) Parts or Labor for removal, shipping, and replacement of diagnosed bad parts/components/hardware.

### **REFERENCE EQUIPMENT LISTING**

If an ERRC system is determined to require additional repair beyond the initial on-site visit, a repair/replacement plan will be determined. The owner is responsible to notify the local "Authority Having Jurisdiction" of system impairment, and that, until further notice, the facility will be identified as "Coverage Impaired".

Once the repair/replacement plan has been completed and the system is returned to fully operational capacity, the owner is responsible to notify the local "Authority Having Jurisdiction" that the system coverage has been "Restored".

Customer Initials \* 

THANK YOU FOR YOUR BUSINESS!

## 24 HOUR RESPONSE GUIDELINES

### SEVERITY ONE

A two-hour on-site response will be required in the event of any "Signal Booster Failure" alarm that may allow for an oscillation or interference condition to be present.

### SEVERITY TWO

A two-hour verbal acknowledgement response with next day service will be required on any "Battery Rectifier Failure" or "Low Battery Failure" condition that would impair the system operation for more than 24 hours.

### SEVERITY THREE

A two-hour verbal acknowledgement response with next business day service on all intermittent alarm conditions, including "AC failure" and "Donor Antenna Failure".

**Note:** 24 Hour response guidelines are not a guarantee for "Restoration".

Customer Initials

*DT*

## THANK YOU FOR YOUR BUSINESS!

### Additional Terms and Conditions

- 1.) **Definitions:** For the purpose of brevity and uniformity, all references to Mobilcomm will mean Mobilcomm Inc., a division of Combined Technologies Inc. All references to Customer will mean the Person or Company signing this Agreement.
- 2.) **Service & Performance Standards:** Mobilcomm agrees to provide annual preventative maintenance inspections, travel, and diagnostic services contributing towards defective Bi-Directional Amplifier and components herein listed due to normal usage, wear, and conditions. This agreement does not cover abuse of equipment, vandalism, lost or stolen items, damage caused by acts of God, fire, or accidents. Items that are excluded under the provisions of this agreement are batteries, uninterruptable power supplies, fiber optic pathway system components such as termination panels. Also excluded in this agreement are auxiliary items attached to the Bi-directional Amplifier in direct support of the owner's life safety support system infrastructure. Items such as fire alarm monitoring module servicing, fire alarm panel maintenance and programming will need to be addressed by the owner's fire alarm system vendor. Any special circumstance work such as temporary renovation projects, special inspections or work being requested by another vendor will be addressed outside of the scope of this agreement. If any of these special circumstances should arise, a cost estimate proposal will be generated and agreed upon before any such services are performed. Special work other than maintenance described, such as the relocation of equipment, repair of damaged equipment, removals and installations of mobile equipment will be subject to extra charges estimated in advance and approved by the customer before Mobilcomm will begin the work. The equipment will be maintained by Mobilcomm in accordance with local, state, and national standards. Technicians in this specialty will perform maintenance.
- 3.) **Payment:** Mobilcomm will invoice the customer for the termed agreement period (or billing period) plus any non-covered charges for the payment period. The customer shall pay the amount of the said invoice within thirty (30) days of its date to Mobilcomm at its principal place of business. Mobilcomm may place a 2% late payment penalty fee on any invoice not paid within these terms. If a customer defaults on payment, Mobilcomm may terminate this agreement by giving the customer thirty (30) days notice by certified mail.
- 4.) **FCC Records:** Mobilcomm will assist the customer in applying for necessary coordination, and preparation of required FCC documents. Any fees imposed by the FCC or coordination groups are the customer's responsibility.
- 5.) **Term:** After the Term indicated within this agreement expires, this contract shall continue for successive periods of 1 (one) month, provided that neither Mobilcomm or the customer terminates agreement. Prior to agreement termination, 30 (thirty) days written notice to the other party is required to be sent by certified mail to the addresses shown within this agreement. Termination fees are subject to increase but not limited to 5% upon expiration date from original effective date. Mobilcomm will provide customer with notice of any term fee increase at least 60 (sixty) days prior to the expiration of the term period.
- 6.) **Amendment:** This agreement can be subject to change due to term expiration, renewal, inventory adjustments, or updated local, state or national regulations for compliance. No revision of this agreement shall be valid unless made in writing and signed by Mobilcomm and an authorized agent of the customer.

Customer Initials

*NY*

THANK YOU FOR YOUR BUSINESS!

**Additional Terms and Conditions, cont'd.**

7.) Insurance: Mobilcomm shall provide liability insurance coverage as follows:

Mobilcomm shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Mobilcomm shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Mobilcomm further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Mobilcomm shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

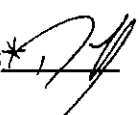
By endorsement to the Commercial General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured - no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Mobilcomm shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Warren County in writing should any of the described policies be canceled before the expiration date thereof, to be mailed by the insurer to Warren County not less than 30 days prior to said cancellation date. Mobilcomm shall also deliver to Warren County, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

8.) **Jurisdiction:** Both Mobilcomm and Warren County hereby agree this Agreement is governed by the laws of the State of Ohio. Any Litigation will be brought exclusively in Warren County, Ohio and both Mobilcomm and Warren County consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue.


Customer Initials\*



THANK YOU FOR YOUR BUSINESS!


\*I have read and fully understand the terms and conditions of this agreement. When this agreement is accepted by Mobilcomm Inc., the equipment listed will be maintained by Mobilcomm in accordance with the terms and conditions printed. The intention of this agreement is to cover damage caused by normal wear and usage. All work is to be performed by Mobilcomm, Inc. or their authorized representative. Work performed by non-Mobilcomm approved persons may void Mobilcomm or factory warranties that still may apply to equipment.

Mobilcomm Rep. Name (Printed): TODD CHUMBLEY

Mobilcomm Rep. Name (Signature): 

Date: 05.24.2024

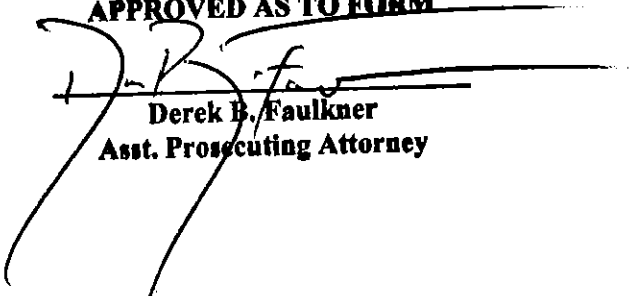
Customer Name (Printed): David G. Young

Customer Name (Signature): 

Date: 8-20-24



THANK YOU FOR YOUR BUSINESS!

**APPROVED AS TO FORM**  
  
Derek B. Faulkner  
Asst. Prosecuting Attorney



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

# Resolution

Number 24-1085

Adopted Date August 20, 2024

ENTERING INTO AN AGREEMENT WITH MOBILCOMM INC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm Inc will provide Jail Repeater BDA and Radio & Infrastructure maintenance support services for various Warren County facilities.

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Mobilcomm Inc for Warren County Telecommunications; as attached hereto and part hereof.

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

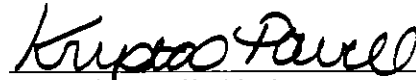
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Mobilcomm Inc  
Telecom (file)



1211 West Sharon Rd. Cincinnati, Ohio 45240  
 Phone: 513.742.5555 Fax: 513.595.5959

**MAINTENANCE AGREEMENT**

**CUSTOMER INFORMATION**

<b>MOBILCOMM ACCOUNT #</b>	
----------------------------	--

**BILLING INFORMATION**

NAME: WARREN CO TELECOMMUNICATIONS  
 ADDRESS LINE 1: 500 JUSTICE DRIVE  
 ADDRESS LINE 2: PAUL KINDELL  
 CITY / STATE / ZIP: LEBANON / OH / 45036  
 PHONE: 513.695.1322  
 EMAIL: PAUL.KINDELL@WCOH.NET

DATE:	
PREPARED BY:	TODD CHUMBLEY
PROPOSAL VALID UNTIL:	

START DATE:	09.01.2024
EXPIRE DATE:	08.31.2025

**EQUIPMENT SITE INFORMATION**

CONTACT INFORMATION FOR RADIO OR BDA CONTACT AVAILABLE ON PRIME SHEET FOR CONTRACT TYPES.

CONTRACT AGENT INFORMATION	
NAME:	TODD CHUMBLEY
EMAIL:	TCHUMBLEY@MOBILCOMM.COM
PHONE:	(513) 595 - 5830

CONTRACT TERM REOCCURRING:	1 YEAR
----------------------------	--------

**MAINTENANCE SUMMARY AGREEMENT**

The terms and conditions of this statement of work are an integral part of Mobilcomm's Maintenance Agreement or other applicable agreement to which it is attached and made a part thereof by this reference. Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment) to monitor the infrastructure conformance to specifications, as set forth in the attached Maintenance Agreement Equipment Summary, Maintenance Agreement, Maintenance Summary Agreement, Maintenance Agreement Equipment, Maintenance Agreement Inclusions/ Exclusions, and Additional Terms and Conditions, all of which are hereby incorporated by this reference. Annual preventative maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur

THANK YOU FOR YOUR BUSINESS!

Customer Initials *TJ*

THANK YOU FOR YOUR BUSINESS!

**MAINTENANCE AGREEMENT EQUIPMENT SUMMARY**

<b>MOBILCOMM, INC</b>
1211 W SHARON RD
CINCINNATI, OH 45240
(513) 742 - 5555

CONTACT INFORMATION AVAILABLE ON  
SITE EQUIPMENT BREAKDOWN PAGE.

!!All listed equipment will be included in maintenance agreement attached!!

Site Name	Notes:	Monthly	Annual
Radio System Total Cost		\$124.50	\$1,494.00
BDA System Total Cost		\$100.00	\$1,200.00
<b>TOTAL</b>		<b>\$224.50</b>	<b>\$2,694.00</b>



Note: Taxes, if necessary, are calculated on Site Specific Breakdown Page.

Customer Initials       *RJ*



REPEATER/INFRASTRUCTURE

1211 West Sharon Rd. Cincinnati, Ohio 45240  
Phone: 513.742.5555 Fax: 513.595.5959

**MAINTENANCE AGREEMENT**

**CUSTOMER INFORMATION**

MOBILCOMM ACCOUNT #	
---------------------	--

**BILLING INFORMATION**

NAME: WARREN CO TELECOMMUNICATIONS  
ADDRESS LINE 1: 500 JUSTICE DRIVE  
ATTN: PAUL KINDELL  
CITY / STATE / ZIP: LEBANON / OH / 45036  
PHONE: 513.695.1322  
EMAIL: PAUL.KINDELL@WCOH.NET

DATE:	05.23.2024
PREPARED BY:	TODD CHUMBLEY
PROPOSAL VALID UNTIL:	

START DATE:	09.01.2024
EXPIRE DATE:	08.31.2025

**EQUIPMENT SITE INFORMATION**

CONTACT NAME: PAUL KINDELL  
ADDRESS LINE 1: 500 JUSTICE DRIVE  
ADDRESS LINE 2: \_\_\_\_\_  
CITY / STATE / ZIP: LEBANON / OH / 45036  
PHONE: 513.695.1322  
EMAIL: PAUL.KINDELL@WCOH.NET

<b>CONTRACT AGENT INFORMATION</b>	
NAME:	TODD CHUMBLEY
EMAIL:	TCHUMBLEY@MOBILCOMM.COM
PHONE:	513.595.5830

CONTRACT TERM REOCCURING:	1 YEAR
---------------------------	--------

**24/7 EMERGENCY SERVICE REQUEST**

YES:  NO:

**MAINTENANCE SUMMARY AGREEMENT**

The terms and conditions of this statement of work are an integral part of Mobilcomm's Maintenance Agreement or other applicable agreement to which it is attached and made a part thereof by this reference. Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment) to monitor the infrastructure conformance to specifications, as set forth in the applicable attached documents, all of which are hereby incorporated by this reference. Annual preventative maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Mobilcomm will separately invoice the customer for any charges associated with unusual access requirements or expenses.

THANK YOU FOR YOUR BUSINESS!

Customer Initials *PJ*

THANK YOU FOR YOUR BUSINESS!

MAINTENANCE AGREEMENT EQUIPMENT

**SITE INFORMATION**

NAME: WARREN CO TELECOMMUNICATIONS  
ADDRESS LINE 1: 822 MEMORIAL DRIVE  
ATTN: PAUL KINDELL  
CITY / STATE / ZIP: LEBABON / OH / 45036  
PHONE: 513.695.1322  
EMAIL: \_\_\_\_\_

<b>MOBILCOMM, INC</b>
1211 W SHARON RD
CINCINNATI, OH 45240
(513) 742 - 5555

!!All listed equipment will be included in maintenance agreement attached!!

Radio Series	WARRANTY STATUS	SERIAL NUMBER	MODEL NUMBER	Maintenance Location	MONTHLY PER UNIT
REPEATER	EXPIRED	112CXD0281	T7039A	Customer	\$63.00
COMPARATOR	FACTORY	112CAH0860	T8341A	Customer	\$10.00
SATELITE RECEIVER	EXPIRED	112CZP0536	T7540A	Customer	\$25.75
SATELITE RECEIVER	EXPIRED	112CZP0537	T7540A	Customer	\$25.75

MONTHLY SUBTOTAL		\$124.50
TAX %	TAXES	\$0.00
MONTHLY TOTAL		\$124.50
ANNUAL TOTAL		\$1,494.00



Customer Initials PK

THANK YOU FOR YOUR BUSINESS!

## MOBILCOMM MAINTENANCE AGREEMENT INCLUSIONS / EXCLUSIONS:

### AGREEMENT INCLUDES:

- 1.) Diagnostics for a reported issue.
- 2.) Annual system maintenance inspections and pm checks.
- 3.) Cost of facilitation for equipment to and from factory including programming if needed.
- 4.) Labor for onsite repairs
- 5.) 24/7 service response if selected on front page. *Note: On-site response restoration of services will be determined by the severity of the event. (Infrastructure Only)*
- 6.) Travel expenses to and from customer's facility.

### AGREEMENT EXCLUSIONS:

- 1.) Improper operation, storage, misuse, abuse, and or neglect.
- 2.) Physical damage causing product or accessories subject to abnormal usage or conditions.
- 3.) Damage to wiring associated with original system design.
- 4.) Issues caused by customers or 3<sup>rd</sup> party influence, including customers or 3<sup>rd</sup> party completed installation.
- 5.) Material costs for periodic battery replacement.
- 6.) Annual permit or inspection fees that may be assessed by the local (AHJ) Authority Having Jurisdiction.
- 7.) Expansion of system components with added equipment will not be added unless requested and added charges to the agreement may apply.
- 8.) Any acts of God or outside influences that may affect performance of equipment. Examples listed but not limited to - lightning, flooding, liquid, rain, extreme humidity, extreme heat, sand, dirt, hail.

### REFERENCE EQUIPMENT LISTING

- See attached document(s) regarding equipment listing(s) for maintenance plan included equipment. Multiple lists and site locations may apply.

Customer Initials\*



## THANK YOU FOR YOUR BUSINESS!

### Additional Terms and Conditions

- 1.) **Definitions:** For the purpose of brevity and uniformity, all references to Mobilcomm will mean Mobilcomm Inc., a division of Combined Technologies Inc. All references to Customer will mean the Person or Company signing this Agreement.
- 2.) **Service & Performance Standards:** Mobilcomm agrees to provide annual preventative maintenance inspections, travel, and diagnostic services contributing towards all defective components herein listed due to normal usage, wear, and conditions. The listed equipment will be inspected and maintained at levels comparable to factory specifications. This agreement does not cover abuse of equipment, vandalism, lost or stolen items, damage caused by acts of God, fire, or accidents. Items that are excluded under the provisions of this agreement are batteries, uninterruptable power supplies, fiber optic pathway system components such as termination panels. Also not included are repairs to any customer owned control circuits, base station antennas, transmission lines, transmit combiners, receiver multicouplers, AC power line conditioners, un-interruptible power supplies, towers, or tower lighting, replacement of portable batteries, chargers, antennas, audio accessories or portable carrying cases, replacement of rectifiers, unless such items are separately listed on the face of this agreement. Special work other than routine maintenance, such as the relocation of equipment, repair of damaged equipment, removals and installations of mobile equipment will be subject to extra charges to be estimated in advance and approved by the customer before Mobilcomm will begin the work. Any found problem diagnosed to be caused by customer internal influence will not be covered and charges will apply. Technicians in this specialty will perform maintenance.
- 3.) **Payment:** Mobilcomm will invoice the customer for the termed agreement period (or billing period) plus any non-covered charges for the payment period. The customer shall pay the amount of the said invoice within thirty (30) days of its date to Mobilcomm at its principal place of business. Mobilcomm may place a 2% late payment penalty fee on any invoice not paid within these terms. If a customer defaults on payment, Mobilcomm may terminate this agreement by giving the customer thirty (30) days notice by certified mail.
- 4.) **FCC Records:** The upkeep of the FCC License is the responsibility of the Customer. The Federal Communications Commission (FCC) issues the license, and any associated notifications including renewal advisories, directly to the contact's name and address listed on the Customer's License. Mobilcomm provides services at additional cost to aid and assist towards the efforts of obtaining, modifying or renewal of FCC Licenses as permitted by applicable laws and regulations.
- 5.) **Term:** After the Term indicated within this agreement expires, this contract shall continue for successive term periods provided that neither Mobilcomm or the customer terminates agreement. Prior to agreement termination, 30 (thirty) days written notice to the other party is required to be sent by certified mail to the addresses shown within this agreement. Term fees are subject to increase but not limited to 5% upon expiration date from original effective date. Mobilcomm will provide customer with notice of any term fee increase at least 60 (sixty) days prior to the expiration of the term period.
- 6.) **Amendment:** This agreement can be subject to change due to term expiration, renewal, inventory adjustments, or updated local, state or national regulations for compliance. No revision of this agreement shall be valid unless made in writing and signed by Mobilcomm and an authorized agent of the customer.

Customer Initials 

**THANK YOU FOR YOUR BUSINESS!**

**Additional Terms and Conditions, cont'd.**

7.) Insurance: Mobilcomm shall provide liability insurance coverage as follows:

Mobilcomm shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Mobilcomm shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Mobilcomm further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Mobilcomm shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

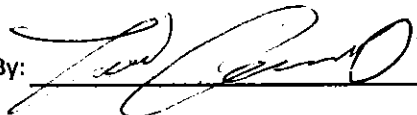
By endorsement to the Commercial General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured - no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.


Mobilcomm shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Warren County in writing should any of the described policies be canceled before the expiration date thereof, to be mailed by the insurer to Warren County not less than 30 days prior to said cancellation date. Mobilcomm shall also deliver to Warren County, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

8.) **Jurisdiction:** Both Mobilcomm and Warren County hereby agree this Agreement is governed by the laws of the State of Ohio. Any litigation will be brought exclusively in Warren County, Ohio and both Mobilcomm and Warren County consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue.

Mobilcomm:

Warren County:

By:   
Print Name: TODD CHUMBLEY  
Title: SERVICE CONTRACT MANAGER  
Date: 08.06.2024

By: \*   
Print Name: David G. Young  
Title: President  
Date: 8-20-24

**APPROVED AS TO FORM**

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

Customer Initials 



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

# Resolution

Number 24-1086

Adopted Date August 20, 2024

ENTERING INTO AN AGREEMENT WITH MOBILCOMM INC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm Inc will provide Microwave maintenance support services for Warren County Telecommunications.

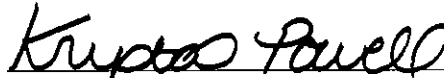
NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Mobilcomm Inc on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Mobilcomm Inc  
Telecom (file)



1211 West Sharon Rd. Cincinnati, Ohio 45240  
 Phone: 513.742.5555 Fax: 513.595.5959

**MAINTENANCE AGREEMENT**

**CUSTOMER INFORMATION**

<b>MOBILCOMM ACCOUNT #</b>	
----------------------------	--

**BILLING INFORMATION**

NAME: WARREN CO TELECOMMUNICATIONS  
 ADDRESS LINE 1: 500 JUSTICE DRIVE  
 ATTN: PAUL KINDELL  
 CITY / STATE / ZIP: LEBANON / OH / 45036  
 PHONE: 513.695.1322  
 EMAIL: PAUL.KINDELL@WCOH.NET

DATE:	05.24.2024
PREPARED BY:	TODD CHUMBLEY
PROPOSAL VALID UNTIL:	

START DATE:	09.01.2024
EXPIRE DATE:	08.31.2025

**EQUIPMENT SITE INFORMATION**

CONTACT NAME: PAUL KINDELL  
 ADDRESS LINE 1: 500 JUSTICE DRIVE  
 ADDRESS LINE 2: \_\_\_\_\_  
 CITY / STATE / ZIP: LEBANON / OH / 45036  
 PHONE: 513.695.1322  
 EMAIL: PAUL.KINDELL@WCOH.NET

CONTRACT AGENT INFORMATION	
NAME:	TODD CHUMBLEY
EMAIL:	TCHUMBLEY@MOBILCOMM.COM
PHONE:	513.595.5830

CONTRACT TERM	1 YEAR
REOCCURRING:	

**24/7 EMERGENCY SERVICE REQUEST**

YES:  NO:

**MAINTENANCE SUMMARY AGREEMENT**

The terms and conditions of this statement of work are an integral part of Mobilcomm's Maintenance Agreement or other applicable agreement to which it is attached and made a part thereof by this reference. Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment) to monitor the infrastructure conformance to specifications, as set forth in the applicable attached Maintenance Equipment Agreement, Maintenance Agreement Inclusions/Exclusions, and Additional Terms and Conditions, all of which are hereby incorporated by this reference. Annual preventative maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Mobilcomm will separately invoice the customer for any charges associated with unusual access requirements or expenses.

THANK YOU FOR YOUR BUSINESS!

Customer Initials *TCH*

THANK YOU FOR YOUR BUSINESS!

MAINTENANCE AGREEMENT EQUIPMENT

<b>MOBILCOMM, INC</b>
1211 W SHARON RD
CINCINNATI, OH 45240
(513) 742 - 5555

**SITE INFORMATION**

NAME: WARREN CO TELECOMMUNICATIONS  
 ADDRESS LINE 1: 500 JUSTICE DRIVE  
 ATTN: PAUL KINDELL  
 CITY / STATE / ZIP: LEBABON / OH / 45036  
 PHONE: 513.695.1322  
 EMAIL: \_\_\_\_\_

!!All listed equipment will be included in maintenance agreement attached!!

Radlo Series	WARRANTY STATUS	SERIAL NUMBER	MODEL NUMBER	Maintenance Location	MONTHLY PER UNIT
<b>LYTLE-GOOSECREEK</b>					
PTP800 MICROWAVE					\$56.65
<b>EOC-HATFIELD</b>					
PTP820 MICROWAVE					\$56.65
<b>SNIDER-O DOT</b>					
PTP820 MICROWAVE					\$56.65
<b>O DOT-MANCHESTER</b>					
PTP820 MICROWAVE					\$56.65
<b>MANCHESTER-LYTLE</b>					
PTP820 MICROWAVE					\$56.65
<b>EOC-ZOAR</b>					
PTP820 MICROWAVE					\$56.65
<b>ZOAR-SNIDER</b>					
PTP820 MICROWAVE					\$56.65
<b>MANCHESTER-HATFIELD</b>					
PTP820 MICROWAVE					\$56.65
<b>ZOAR-HATFIELD</b>					
PTP820 MICROWAVE					\$56.65
<b>HATFIELD -GOOSECREEK</b>					
PTP820 MICROWAVE					\$56.65
<b>WASH. TWP-BLACKHAWK</b>					
PTP820 MICROWAVE					\$56.65

Customer Initials *PK*

THANK YOU FOR YOUR BUSINESS!

<b>BLACKHAWK-HATFIELD</b>					
PTP820 MICROWAVE					\$56.65
<b>LYTLE</b>					
RECTIFIER/BATTERIES					\$39.14
<b>HATFIELD</b>					
RECTIFIER/BATTERIES					\$39.14
<b>BLACKHAWK</b>					
RECTIFIER/BATTERIES					\$39.14
<b>ZOAR</b>					
RECTIFIER/BATTERIES					\$39.14
<b>GOOSECREEK</b>					
RECTIFIER/BATTERIES					\$39.14
<b>MANCHESTER</b>					
RECTIFIER/BATTERIES					\$39.14
<b>ODOT</b>					
RECTIFIER/BATTERIES					\$39.14
<b>EOC</b>					
RECTIFIER/BATTERIES					\$39.14
<b>SNIDER</b>					
RECTIFIER/BATTERIES					\$39.14
<b>WASHINGTON TWP</b>					
RECTIFIER/BATTERIES					\$39.14

	MONTHLY SUBTOTAL	\$1,071.20
TAX %	TAXES	\$0.00
	MONTHLY TOTAL	\$1,071.20
	ANNUAL TOTAL	\$12,854.40



Customer Initials *77*

THANK YOU FOR YOUR BUSINESS!

## **MOBILCOMM MAINTENANCE AGREEMENT INCLUSIONS / EXCLUSIONS:**

### **AGREEMENT INCLUDES:**

- 1.) Diagnostics for a reported issue.
- 2.) Annual system maintenance inspections and pm checks.
- 3.) Cost of facilitation for equipment to and from factory including programming if needed.
- 4.) Labor for onsite repairs
- 5.) 24/7 service response if selected on front page. *Note: On-site response restoration of services will be determined by the severity of the event.*  
*(Infrastructure Only)*
- 6.) Travel expenses to and from customer's facility.

### **AGREEMENT EXCLUSIONS:**

- 1.) Improper operation, storage, misuse, abuse, and or neglect.
- 2.) Physical damage causing product or accessories subject to abnormal usage or conditions.
- 3.) Damage to wiring associated with original system design.
- 4.) Issues caused by customers or 3<sup>rd</sup> party influence, including customers or 3<sup>rd</sup> party completed installation.
- 5.) Material costs for perlocic battery replacement.
- 6.) Annual permit or inspection fees that may be assessed by the local (AHJ) Authority Having Jurisdiction.
- 7.) Expansion of system components with added equipment will not be added unless requested and added charges to the agreement may apply.
- 8.) Any acts of God or outside influences that may affect performance of equipment. Examples listed but not limited to - lightning, flooding, liquid, rain, extreme humidity, extreme heat, sand, dirt, hail.

### **REFERNCE EQUIPMENT LISTING**

- See attached document(s) regarding equipment listing(s) for maintenance plan included equipment. Multiple lists and site locations may apply.

Customer Initials \* 77

## THANK YOU FOR YOUR BUSINESS!

### Additional Terms and Conditions

- 1.) **Definitions:** For the purpose of brevity and uniformity, all references to Mobilcomm will mean Mobilcomm Inc., a division of Combined Technologies Inc. All references to Customer will mean the Person or Company signing this Agreement.
- 2.) **Service & Performance Standards:** Mobilcomm agrees to provide annual preventative maintenance inspections, travel, and diagnostic services contributing towards all defective components herein listed due to normal usage, wear, and conditions. The listed equipment will be inspected and maintained at levels comparable to factory specifications. This agreement does not cover abuse of equipment, vandalism, lost or stolen items, damage caused by acts of God, fire, or accidents. Items that are excluded under the provisions of this agreement are batteries, uninterruptable power supplies, fiber optic pathway system components such as termination panels. Also not included are repairs to any customer owned control circuits, base station antennas, transmission lines, transmit combiners, receiver multicouplers, AC power line conditioners, un-interruptible power supplies, towers, or tower lighting, replacement of portable batteries, chargers, antennas, audio accessories or portable carrying cases, replacement of rectifiers, unless such items are separately listed on the face of this agreement. Special work other than routine maintenance, such as the relocation of equipment, repair of damaged equipment, removals and installations of mobile equipment will be subject to extra charges to be estimated in advance and approved by the customer before Mobilcomm will begin the work. Any found problem diagnosed to be caused by customer internal influence will not be covered and charges will apply. Technicians in this specialty will perform maintenance.
- 3.) **Payment:** Mobilcomm will invoice the customer for the termed agreement period (or billing period) plus any non-covered charges for the payment period. The customer shall pay the amount of the said invoice within thirty (30) days of its date to Mobilcomm at its principal place of business. Mobilcomm may place a 2% late payment penalty fee on any invoice not paid within these terms. If a customer defaults on payment, Mobilcomm may terminate this agreement by giving the customer thirty (30) days notice by certified mail.
- 4.) **FCC Records:** The upkeep of the FCC License is the responsibility of the Customer. The Federal Communications Commission (FCC) issues the license, and any associated notifications including renewal advisories, directly to the contact's name and address listed on the Customer's License. Mobilcomm provides services at additional cost to aid and assist towards the efforts of obtaining, modifying or renewal of FCC Licenses as permitted by applicable laws and regulations.
- 5.) **Term:** After the Term indicated within this agreement expires, this contract shall continue for successive term periods provided that neither Mobilcomm or the customer terminates agreement. Prior to agreement termination, 30 (thirty) days written notice to the other party is required to be sent by certified mail to the addresses shown within this agreement. Term fees are subject to increase but not limited to 5% upon expiration date from original effective date. Mobilcomm will provide customer with notice of any term fee increase at least 60 (sixty) days prior to the expiration of the term period.
- 6.) **Amendment:** This agreement can be subject to change due to term expiration, renewal, inventory adjustments, or updated local, state or national regulations for compliance. No revision of this agreement shall be valid unless made in writing and signed by Mobilcomm and an authorized agent of the customer.

Customer Initials\*

*DT*

THANK YOU FOR YOUR BUSINESS!

**Additional Terms and Conditions, cont'd.**

7.) Insurance: Mobilcomm shall provide liability insurance coverage as follows:

Mobilcomm shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Mobilcomm shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Mobilcomm further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Mobilcomm shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Commercial General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured - no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Mobilcomm shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Warren County in writing should any of the described policies be canceled before the expiration date thereof, to be mailed by the insurer to Warren County not less than 30 days prior to said cancellation date. Mobilcomm shall also deliver to Warren County, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement

8.) **Jurisdiction:** Both Mobilcomm and Warren County hereby agree this Agreement is governed by the laws of the State of Ohio. Any litigation will be brought exclusively in Warren County, Ohio and both Mobilcomm and Warren County consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue.

Mobilcomm:

Warren County:

By: 

By: 

Print Name: TODD CHUMBLEY

Print Name: David G Young

Title: SERVICE CONTRACT MANAGER

Title: President

Date: 08.06.2024

Date: 8-20-24

**APPROVED AS TO FORM**

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

Customer Initials DY

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

# Resolution

Number 24-1087

Adopted Date August 20, 2024

**ENTERING INTO AN AGREEMENT WITH MOBILCOMM INC. ON BEHALF OF WARREN  
COUNTY TELECOMMUNICATIONS**

WHEREAS, Mobilcomm Inc. will provide Paging maintenance support services for Warren County as proposed in the attached Warren County Telecommunications.

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Mobilcomm Inc. on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

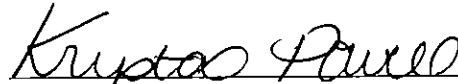
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Mobilcomm Inc.  
Telecom (file)





1211 West Sharon Rd. Cincinnati, Ohio 45240  
 Phone: 513.742.5555 Fax: 513.595.5959

**MAINTENANCE AGREEMENT**

**CUSTOMER INFORMATION**

<b>MOBILCOMM ACCOUNT #</b>	
----------------------------	--

**BILLING INFORMATION**

NAME: WARREN CO TELECOMMUNICATIONS  
 ADDRESS LINE 1: 500 JUSTICE DRIVE  
 ATTN: PAUL KINDELL  
 CITY / STATE / ZIP: LEBANON / OH / 45036  
 PHONE: 513.695.1322  
 EMAIL: PAUL.KINDELL@WCOH.NET

DATE:	05.23.2024
PREPARED BY:	TODD CHUMBLEY
PROPOSAL VALID UNTIL:	

START DATE:	09.01.2024
EXPIRE DATE:	08.31.2025

**EQUIPMENT SITE INFORMATION**

CONTACT NAME: PAUL KINDELL  
 ADDRESS LINE 1: 500 JUSTICE DRIVE  
 ADDRESS LINE 2: \_\_\_\_\_  
 CITY / STATE / ZIP: LEBANON / OH / 45036  
 PHONE: 513.695.1322  
 EMAIL: PAUL.KINDELL@WCOH.NET

<b>CONTRACT AGENT INFORMATION</b>	
NAME:	TODD CHUMBLEY
EMAIL:	TCHUMBLEY@MOBILCOMM.COM
PHONE:	513.595.5830

CONTRACT TERM REOCCURING:	1 YEAR
---------------------------	--------

**24/7 EMERGENCY SERVICE REQUEST**

YES:  NO:

**MAINTENANCE SUMMARY AGREEMENT**

The terms and conditions of this statement of work are an integral part of Mobilcomm's Maintenance Agreement or other applicable agreement to which it is attached and made a part thereof by this reference. Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment) to monitor the infrastructure conformance to specifications, as set forth in the applicable attached Maintenance Agreement Equipment, Maintenance Agreement Inclusions/Exclusions, and Additional Terms and Conditions, all of which are hereby incorporated by this reference. Annual preventative maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Mobilcomm will separately invoice the customer for any

**THANK YOU FOR YOUR BUSINESS!**

Customer Initials + DTY

THANK YOU FOR YOUR BUSINESS!

MAINTENANCE AGREEMENT EQUIPMENT

<b>MOBILCOMM, INC</b>
1211 W SHARON RD
CINCINNATI, OH 45240
(513) 742 - 5555

**SITE INFORMATION**

NAME: WARREN CO TELECOMMUNICATIONS  
 ADDRESS LINE 1: 500 JUSTICE DRIVE  
 ATTN: PAUL KINDELL  
 CITY / STATE / ZIP: LEBABON / OH / 45036  
 PHONE: 513.695.1322  
 EMAIL:

||All listed equipment will be included in maintenance agreement attached||

Radio Series	WARRANTY STATUS	SERIAL NUMBER	MODEL NUMBER	Maintenance Location	MONTHLY PER UNIT
GTR8000/HATFIELD		112CSZ1866	GTR8000	Customer	\$51.50
GTR8000/MANCHESTE		112CSZ1865	GTR8000	Customer	\$51.50
GTR8000/ZOAR		112CSZ1864	GTR8000	Customer	\$51.50
GTR8000/SNIDER		112CSZ1890	GTR8000	Customer	\$51.50
GTR8000/GOOSE CREE		112CSZ1891	GTR8000	Customer	\$51.50
GTR8000/LYTLE		112CSZ1892	GTR8000	Customer	\$51.50
GTR8000/BLACKHAWK		112CSZ1894	GTR8000	Customer	\$51.50
MLC8000/VGU/HATFIE		112ISY0200	F2979A	Customer	\$25.75
MLC8000/AGU/HATFIE		112ISY0211	F2979A	Customer	\$25.75
MLC8000/MANCHESTE		112ISY0239	F2979A	Customer	\$25.75
MLC8000/ZOAR		112ISY0233	F2979A	Customer	\$25.75
MLC8000/SNIDER		112ISY0238	F2979A	Customer	\$25.75
MLC8000/GOOSE CREE		112ISY0236	F2979A	Customer	\$25.75
MLC8000/LYTLE		112ISY0230	F2979A	Customer	\$25.75
MLC8000/BLACKHAWK		112ISY0219	F2979A	Customer	\$25.75

		MONTHLY SUBTOTAL	\$566.50
TAX %		TAXES	\$0.00
		MONTHLY TOTAL	\$566.50
		ANNUAL TOTAL	\$6,798.00



Customer Initials\* *PK*

THANK YOU FOR YOUR BUSINESS!

## **MOBILCOMM MAINTENANCE AGREEMENT INCLUSIONS / EXCLUSIONS:**

### **AGREEMENT INCLUDES:**

- 1.) Diagnostics for a reported issue.
- 2.) Annual system maintenance inspections and pm checks.
- 3.) Cost of facilitation for equipment to and from factory including programming if needed.
- 4.) Labor for onsite repairs
- 5.) 24/7 service response if selected on front page. *Note: On-site response restoration of services will be determined by the severity of the event. (Infrastructure Only)*
- 6.) Travel expenses to and from customer's facility.

### **AGREEMENT EXCLUSIONS:**

- 1.) Improper operation, storage, misuse, abuse, and or neglect.
- 2.) Physical damage causing product or accessories subject to abnormal usage or conditions.
- 3.) Damage to wiring associated with original system design.
- 4.) Issues caused by customers or 3<sup>rd</sup> party influence, including customers or 3<sup>rd</sup> party completed installation.
- 5.) Material costs for periodic battery replacement.
- 6.) Annual permit or inspection fees that may be assessed by the local (AHJ) Authority Having Jurisdiction.
- 7.) Expansion of system components with added equipment will not be added unless requested and added charges to the agreement may apply.
- 8.) Any acts of God or outside influences that may affect performance of equipment. Examples listed but not limited to - lightning, flooding, liquid, rain, extreme humidity, extreme heat, sand, dirt, hail.

### **REFERENCE EQUIPMENT LISTING**

- See attached document(s) regarding equipment listing(s) for maintenance plan included equipment. Multiple lists and site locations may apply.

Customer Initials\*

  *29*

THANK YOU FOR YOUR BUSINESS!

**Additional Terms and Conditions**

- 1.) **Definitions:** For the purpose of brevity and uniformity, all references to Mobilcomm will mean Mobilcomm Inc., a division of Combined Technologies Inc. All references to Customer will mean the Person or Company signing this Agreement.
- 2.) **Service & Performance Standards:** Mobilcomm agrees to provide annual preventative maintenance inspections, travel, and diagnostic services contributing towards all defective components herein listed due to normal usage, wear, and conditions. The listed equipment will be inspected and maintained at levels comparable to factory specifications. This agreement does not cover abuse of equipment, vandalism, lost or stolen items, damage caused by acts of God, fire, or accidents. Items that are excluded under the provisions of this agreement are batteries, uninterruptable power supplies, fiber optic pathway system components such as termination panels. Also not included are repairs to any customer owned control circuits, base station antennas, transmission lines, transmit combiners, receiver multicouplers, AC power line conditioners, un-interruptible power supplies, towers, or tower lighting, replacement of portable batteries, chargers, antennas, audio accessories or portable carrying cases, replacement of rectifiers, unless such items are separately listed on the face of this agreement. Special work other than routine maintenance, such as the relocation of equipment, repair of damaged equipment, removals and installations of mobile equipment will be subject to extra charges to be estimated in advance and approved by the customer before Mobilcomm will begin the work. Any found problem diagnosed to be caused by customer internal influence will not be covered and charges will apply. Technicians in this specialty will perform maintenance.
- 3.) **Payment:** Mobilcomm will invoice the customer for the termed agreement period (or billing period) plus any non-covered charges for the payment period. The customer shall pay the amount of the said invoice within thirty (30) days of its date to Mobilcomm at its principal place of business. Mobilcomm may place a 2% late payment penalty fee on any invoice not paid within these terms. If a customer defaults on payment, Mobilcomm may terminate this agreement by giving the customer thirty (30) days notice by certified mail.
- 4.) **FCC Records:** The upkeep of the FCC License is the responsibility of the Customer. The Federal Communications Commission (FCC) issues the license, and any associated notifications including renewal advisories, directly to the contact's name and address listed on the Customer's License. Mobilcomm provides services at additional cost to aid and assist towards the efforts of obtaining, modifying or renewal of FCC Licenses as permitted by applicable laws and regulations.
- 5.) **Term:** After the Term indicated within this agreement expires, this contract shall continue for successive term periods provided that neither Mobilcomm or the customer terminates agreement. Prior to agreement termination, 30 (thirty) days written notice to the other party is required to be sent by certified mail to the addresses shown within this agreement. Term fees are subject to increase but not limited to 5% upon expiration date from original effective date. Mobilcomm will provide customer with notice of any term fee increase at least 60 (sixty) days prior to the expiration of the term period.
- 6.) **Amendment:** This agreement can be subject to change due to term expiration, renewal, inventory adjustments, or updated local, state or national regulations for compliance. No revision of this agreement shall be valid unless made in writing and signed by Mobilcomm and an authorized agent of the customer.

Customer Initials\* 

THANK YOU FOR YOUR BUSINESS!

**Additional Terms and Conditions, cont'd.**

**7.) Insurance:** Mobilcomm shall provide liability insurance coverage as follows:

Mobilcomm shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Mobilcomm shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Mobilcomm further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Mobilcomm shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Commercial General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured - no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Mobilcomm shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Warren County in writing should any of the described policies be canceled before the expiration date thereof, to be mailed by the insurer to Warren County not less than 30 days prior to said cancellation date. Mobilcomm shall also deliver to Warren County, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

**8.) Jurisdiction:** Both Mobilcomm and Warren County hereby agree this Agreement is governed by the laws of the State of Ohio. Any litigation will be brought exclusively in Warren County, Ohio and both Mobilcomm and Warren County consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue.

Mobilcomm:

Warren County:

By: 

By: 

Print Name: TODD CHUMBLEY

Print Name: David G Young


Title: SERVICE CONTRACT MANAGER

Title: President

Date: 08.06.2024

Date: 8-20-24

**APPROVED AS TO FORM**

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

Customer Initials\* 

# Resolution

Number 24-1088

Adopted Date August 20, 2024

AUTHORIZING ACCEPTANCE OF RENEWAL QUOTE FROM BUCKEYE POWER SALES CO., INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR TOWER SITE SERVICES

WHEREAS, Buckeye Power Sales will provide Services connecting fuel gauges for Warren County Telecommunications at each of the Tower Sites, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept renewal quote from Buckeye Power Sales on behalf of Warren County Telecommunications for fuel gauge connection service; as attached hereto and a part hereof;

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Buckeye Power Sales  
Telecom (file)



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

**Service Quote SRE84535**

Status Pending  
 Order Date 03/19/24  
 Order Time 11:48:39 AM  
 Expiration Date 04/18/24  
 Contract No.

Phone No. 513.755.2323  
 Fax No. 513.755.4515

**Service Quote**  
 Page 1

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

**Shp** Warren Co. Telecom Zoar Tower  
**To** 790 East U.S. Rt. 22  
 Maineville, OH 45039  
 USA

Phone No. 513-695-1463      Equipment Contact  
 E-Mail accountspayable@wcoh.net      Phone No.  
**Invoice to** Warren County Commissioners (E)      **Description** propane gauge

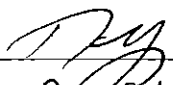
**Comments:** Quote to go to all tower sites and hook up propane gauge

Equipment No. / Serial No.	Description	Manufacturer / Model	Component Code	Modifier Code	Job Code	Warranty	Warranty Code	Repair Status Code
EQ0205175 381595 ZOAR TS	Generac 0047253	GEN 0047253	1202		014 No			QNLAB
<b>FIX/REPAIR GENERATOR</b>								

Type No. Description  
 Charge MILE Mileage Charge  
 Resource QUOTE Quoted Labor

Service Order Total Amount: 2,780.00

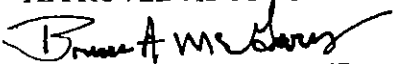
Your PO No: \_\_\_\_\_

Signature: \* 

Print Name: David G. Young

Company/Title: President or Vice-President  
Warren County Board of County Commissioners

Date: 8-20-24

**APPROVED AS TO FORM**  
  
 Bruce A. McGary  
 Asst. Prosecuting Attorney

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

**ARTICLE ONE: PAYMENT AND RATES**

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

**ARTICLE TWO: REMEDIES FOR BREACH**

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

**ARTICLE THREE: TOTALITY**

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

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



# Resolution

Number 24-1089

Adopted Date August 20, 2024

APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH KT KOLDEN CONSTRUCTION, LLC FOR THE SOCIALVILLE TRANSMISSION WATER MAIN – CONTRACT 3 PROJECT, PURCHASE ORDER NO. 23002585.

WHEREAS, this Board on December 12, 2023 entered into a Contract with KT Holden Construction, LLC for watermain improvements as part of the Socialville Transmission Water Main – Contract 3.; and

WHEREAS, Warren County Water and Sewer Department is requesting KT Holden Construction, LLC to perform additional work items not contained within the Contract due to field conditions; and

WHEREAS, a Change Order and Purchase Order modification is necessary in order to accommodate said changes; and

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 2 to the Contract with KT Holden Construction, LLC, increasing Purchase Order No. 23002585 by \$69,644.68 and creating a new Contract and Purchase Order price in the amount of \$2,821,371.87.
2. By said Change Order, attached thereof and made part thereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the President of this Board is hereby directed to execute and sign Change Order No. 2 of the Contract with KT Holden Construction, LLC for the construction of the Socialville Transmission Water Main – Contract 3 Project.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Water/Sewer (file)  
Project File  
C/A— KT Holden Construction, LLC

I:\Resolutions\Water\Resolution – 2024 08 08– Change Order No. 2 – KT Holden



**Warren County  
Water & Sewer Dept.**

406 Justice Drive  
Lebanon, Ohio 45036  
Phone: (513) 695-1377  
FAX (513) 695-2995

**CHANGE ORDER**

DATE: August 9, 2024

Change Order Number 2

Project Name: Socialville Transmission Watermain – Contract 3

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	<b><u>Kings Mills Waterline Installation</u></b> - Furnish and provide additional labor, material, and equipment to perform waterline installation along Kings Mills Road during overnight hours as required by the Warren County Engineer's Office.	\$53,510.43		None
2	<b><u>End of Project Quantity Adjustments</u></b> – Adjust contract price based on final quantity of installed items. Adjustment is based on unit pricing listed in the bid sheet of the contract.	\$3,508.60		None
3	<b><u>Locate 10-inch Waterline</u></b> – Furnish and provide additional labor and equipment necessary to locate existing 10-inch waterline necessary to tie-in connection.	\$5,385.65		None
4	<b><u>Kings High School Soccer Field Irrigation Repair</u></b> – Repair of the Kings High School soccer field irrigation system caused by construction. Work includes repairs from the irrigation backflow to the mainline and five zones that were damaged. Work was performed by King's qualified contractor.	\$7,240.00		None

Sums of the ADDITIONS and DELETIONS

\$69,644.68

Original contract price \$2,685,311.70

Current contract price adjusted by previous change orders \$ 2,751,727.19

The Contract price due to this change order will be increased by \$69,644.68

The New contract price including this change order will be \$ 2,821,371.87

The contract time will be increased by 0 calendar days.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

[Signature] 8/12/24  
Contractor's Signature Date

[Signature] 8/13/24  
County Sanitary Engineer Date

\* [Signature] 8-20-24  
Warren County Commissioner Date

\* [Signature] 8-20-24  
Warren County Commissioner Date

[Signature] 8-20-24  
Warren County Commissioner Date

# Resolution

Number 24-1090

Adopted Date August 20, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/13/24 and 8/15/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: Auditor 

# Resolution

Number 24-1091

Adopted Date August 20, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR KENSINGTON DEVELOPMENT COMPANY OF OHIO, LLC FOR COMPLETION OF IMPROVEMENTS IN LOSH LANDING NORTH, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

### BOND REDUCTION

Bond Number	: 24-009 (P/S)
Development	: Losh Landing North, Section 2
Developer	: Kensington Development Company of Ohio, LLC
Township	: Deerfield
Reduction Amount	: \$212,629.30
Surety Company	: Capitol Indemnity Corporation (CICI1948997)


FURTHER BE IT RESOLVED: the original amount of bond was \$253,178.19 and after the above reduction, the new required bond amount is \$40,548.89.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Kensington Development Co. of Ohio, LLC, 3333 Madison Pk, Ste C, Ft. Wright, KY 41017  
Capitol Indemnity Corporation, P.O. Box 5900, Madison, WI 53705-0900  
Engineer (file)  
Bond Agreement File

# Resolution

Number 24-1092

Adopted Date August 20, 2024

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR KENSINGTON DEVELOPMENT COMPANY OF OHIO, LLC FOR COMPLETION OF IMPROVEMENTS IN LOSH LANDING, SECTION 3 SITUATED IN DEERFIELD TOWNSHIP.

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

## BOND REDUCTION

Bond Number	: 24-008 (P/S)
Development	: Losh Landing, Section 3
Developer	: Kensington Development Company of Ohio, LLC
Township	: Deerfield
Reduction Amount	: \$188,190.77
Surety Company	: Capitol Indemnity Corporation (CICI1948996)

FURTHER BE IT RESOLVED: the original amount of bond was \$224,125.20 and after the above reduction, the new required bond amount is \$35,934.43.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Kensington Development Co. of Ohio, LLC, 3333 Madison Pk, Ste C, Ft. Wright, KY 41017  
Capitol Indemnity Corporation, P.O. Box 5900, Madison, WI 53705-0900  
Engineer (file)  
Bond Agreement File

# Resolution

Number 24-1093

Adopted Date August 20, 2024

APPROVING A STREET AND APPURTENANCES BOND RELEASE FOR HT CROSSING, LLC FOR COMPLETION OF IMPROVEMENTS IN POND VIEW ESTATES, SITUATED IN CLEARCREEK 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	: 21-001 (P-M)
Development	: Pond View Estates
Developer	: HT Crossing, LLC
Township	: Clearcreek
Amount	: \$69,548.21
Surety Company	: Peoples Bank (LOC #1091)

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

Cc: HT Crossing, LLC, 7620 Paragon Road, Dayton, OH 45459  
Peoples Bank, 48 N. South St., Wilmington, OH 45177  
Engineer (file)  
Bond Agreement (file)

# Resolution

Number 24-1094

Adopted Date August 20, 2024

APPROVING VICKI LANE AND MILPOND LANE IN POND VIEW ESTATES FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Vicki Lane and Milpond Lane have been constructed in compliance with the approved plans and specifications.

Street Number	Street Name	Street Width	Street Mileage
1521-T	Vicki Lane	5'-24'-5'	0.289
1621-T	Milpond Lane	5'-24'-5'	0.157

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

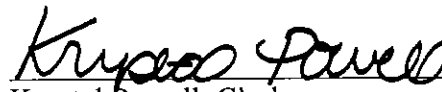
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

# Resolution

Number 24-1095

Adopted Date August 20, 2024

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING A SUPPLEMENTAL APPROPRIATION FOR GRANTS ADMINISTRATION FUND #2261

WHEREAS, Ohio Department of Aging increased the award amount of Warren County's Healthy Aging Grant by \$4,162.00; and

WHEREAS, funds must be appropriated in order to expense; and

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2261 in the amount of \$4,162.00; and

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


\$4,162.00 into 22613000-5400 (Purchased Services)

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

sm\

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



# Resolution

Number 24-1096

Adopted Date August 20, 2024

APPROVING AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #1101112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the first and second monthly disbursement of their mandated share for SFY 2025 be transferred into the Human Services Public Assistance Fund #2203.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioner Fund #1101 to Human Services Fund #2203:

\$34,540.00	from	#1101112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)


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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

# Resolution

24-1097  
Number \_\_\_\_\_

August 20, 2024  
Adopted Date \_\_\_\_\_

ACCEPTING AN AMENDED CERTIFICATE FOR THE ROACHESTER COZADDALE ROAD BRIDGE #52-4.02 REHABILITATION PROJECT FUND AND APPROVING A SUPPLEMENTAL APPROPRIATION AND A CASH ADVANCE INTO FUND #4459

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Roachester Cozaddale Road Bridge #52-4.02 Rehabilitation Project an amended certificate, a supplemental appropriation and a cash advance is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$1,967.00 for the Roachester Cozaddale Road Bridge Rehabilitation Project; and

BE IT FURTHER RESOLVED, to approve the following cash advance and supplemental appropriation for the Engineer's Fund #4459 Roachester Cozaddale Road Bridge Rehabilitation Project:

### Cash Advance

\$2,000.00 from 2202-45556 (Advances of Cash Out)  
Into 4459-45555 (Cash Advance In)

### Supplemental Appropriation

\$1,967.00 into 44593130-5320 (capitol purchases)


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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

# Resolution

Number 24-1098

Adopted Date August 20, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employees of Children Services, Chelsea Fisco and Emma Wilcox:

\$3,900.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/payout C. Fisco & E. Wilcox

cc: Auditor   
Appropriation Adj. file  
Children Services (file)  
OMB

# Resolution

Number 24-1099

Adopted Date August 20, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN ECONOMIC  
DEVELOPMENT FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,000.00      from #11011116 5910      (Econ Dev Other Expense)  
                 into #11011116 5114      (Econ Dev Overtime)

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

RB/

cc: Auditor  \_\_\_\_\_  
Appropriation Adjustment file  
Economic Development (file)

# Resolution

Number 24-1100

Adopted Date August 20, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$7,500.00	from	11011223 5820	Health/Life Insurance
	into	11011223 5210	Materials & Supplies

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

# Resolution

Number 24-1101

Adopted Date August 20, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN  
COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,000.00	from	11011223 5820	Health/Life Insurance
	into	11011223 5850	Training/Education

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

# Resolution

Number 24-1102

Adopted Date August 20, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100,000.00      From #11012810-5317 (Non Capital Purchases)  
                                Into #11012810-5370 (Software Non-Data)

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adjustment file  
Telecom (file)

# Resolution

Number 24-1103

Adopted Date August 20, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR  
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc:  
Commissioners' file



## REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	BECKMAN ENVIRONMENTAL SERV INC	SEW 60HP EBARA SUBMERSIBLE PUM	\$ 36,500.00 *capitalpurchase/ sole source
TEL	MOBILCOMM INC	TEL PAGING MAINTENANCE SERVICE	\$ 6,798.00 *contract in packet
TEL	MOBILCOMM INC	TEL MICROWAVE MAINTENANCE SERV	\$ 12,854.40 *contract in packet
TEL	MOBILCOMM INC	TEL RADIO AND INFRASTRUCTURE M	\$ 1,494.00 *contract in packet
TEL	MOBILCOMM INC	TEL BDA (BI-DIRECTIONAL AMPLIF	\$ 1,200.00 *contract in packet
FAC	GARBER ELECTRICAL CONTRACTORS INC	FAC ELECTRICAL REPAIR	\$ 298,300.00 *emergency repair/ resolution in packet
TEL	BUCKEYE POWER SALES CO INC	TEL BUCKEYE POWER SALES TOWER	\$ 2,780.00 *contract in packet
BOC	GARBER ELECTRICAL CONTRACTORS INC	FAC BLANKET FOR ELECTRICAL SER	\$ 5,000.00 *emergency repair/ resolution in packet

## PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	KT HOLDEN CONSTRUCTION	WAT SOCIAL WATERMAIN PROJ	\$69,644.68 *increase/ contract in packet

8/20/24 APPROVED:



Martin Russell, County Administrator

# Resolution

Number 24-1104

Adopted Date August 20, 2024

## APPROVING UNION VILLAGE SPECIAL DISTRICT #3A PUD STAGE 2 IN TURTLECREEK TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 20<sup>th</sup> day of August 2024, to consider the Union Village Special District #3A PUD Stage 2 in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation from the Warren County Regional Planning Commission and all those present to speak in favor of or in opposition to said application.

NOW THEREFORE BE IT RESOLVED, to approve the Union Village Special District #3A PUD Stage 2 in Turtlecreek Township subject to the following conditions:

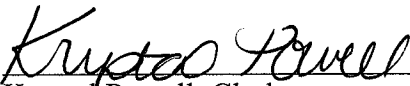
1. All plans and proposals from the applicant shall be made conditions of approval unless modified by one of the following conditions.
2. Compliance with the Warren County Rural Zoning Code, Planned Unit Development Stage I Standards and Resolution, the Warren County Subdivision Regulations and the Union Village Planned Unit Development Standards.
3. An Erosion and Sediment Control Plan shall be submitted to and approved by the Warren County Soil and Water Conservation District prior to earth-moving activities.
4. Building materials of the convenience store and gas canopy shall be similar to the submitted elevations and receive approval from the Warren County Zoning Inspector.
5. All proposed common open spaces and improvements and maintenance of such areas are ensured through the appropriate legal instrument. An infrastructure program (i.e. "sinking fund") shall be established for all stormwater facilities.
6. Compliance with the lighting, landscaping, and signage standards of the Union Village PUD Stage 1 standards.
7. Fire hydrant locations shall be approved by the Turtlecreek Township Fire Department.
8. Compliance with the requirements of the Warren County Water and Sewer Department regarding water service. Any upgrades necessary to support the development shall be installed by the developer.
9. Compliance with the requirements of the Butler County Water and Sewer Department regarding sewer service. Any upgrades necessary to support the development shall be installed by the developer.

- 10. The internal driveways and traffic circuits shall be reviewed and approved by the Warren County Engineer’s Office. The site’s internal driveway improvements with base course of asphalt shall be installed prior to the zoning permit application.
- 11. Compliance with all the requirements of the Ohio Department of Transportation (ODOT). All proposed access points shall be approved by ODOT and ODOT shall determine whether each access point is full access or limited access and at what point an access shall become limited access. Any improvements deemed necessary by ODOT or the Warren County Engineer’s Office shall be installed by the developer. A traffic impact analysis shall be done prior to PUD Stage 3.
- 12. At final plat review, the applicant shall dedicate the required right-of-way along State Route 63 and State Route 741, in accordance with the approved PUD Stage 2 Site Plan.
- 13. Submit an updated site plan illustrating:
  - a. The “Preserve Area for Environmental Covenant” as a conservation area
  - b. The internal circulation be labeled as private drives, identifying the access drive classification.
  - c. The stormwater management facility located on a separate lot.
  - d. An updated landscaping plan to illustrate the correct symbology for evergreen trees and details of the dumpster fencing.

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 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS  
  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: RPC (file)  
RZC  
Applicant  
Township Trustees  
Administrative hearing file

# Resolution

Number 24-1105

Adopted Date August 20, 2024

## APPROVING SOUTHWEST GOLF RANCH PUD STAGE 2 IN UNION TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 20<sup>th</sup> day of August 2024, to consider the Southwest Golf Ranch PUD Stage 2 in Union Township; and

WHEREAS, this Board has considered the recommendation from the Warren County Regional Planning Commission and all those present to speak in favor of or in opposition to said application.

NOW THEREFORE BE IT RESOLVED, to approve the Southwest Golf Ranch PUD Stage 2 in Union Township subject to the following conditions:

1. All plans and proposals from the applicant shall be made conditions of approval unless modified by one of the following conditions.
2. Compliance with the Warren County Subdivision Regulations, the Warren County Zoning Code, the Warren County Thoroughfare Plan, and the Planned Unit Development Stage 1 conditions of approval (Resolution #99-2044).
3. Compliance with the Warren County Soil and Water Conservation District (SWCD) Erosion and Sediment Control Plan requirements. Prior to construction, an Earth Disturbing Permit must be obtained from the Warren County Soil and Water Conservation District if more than an acre of disturbance is planned. The applicant shall work with the Warren County Floodplain Administrator regarding flood zones located on the property and to determine if permitting is required.
4. The applicant shall contact the Ohio Department of Transportation (ODOT) for review and to determine if a traffic impact analysis is necessary. If a traffic impact analysis is required, the analysis shall be conducted prior to approval of PUD Stage 3. The site's internal vehicular circulation shall be reviewed and approval by the Warren County Engineer's Office prior to the approval of PUD Stage 3.
5. Water facilities shall comply with the Warren County Water and Sewer Department standards and any improvements deemed necessary by the Warren County Water and Sewer Department shall be installed by the developer.
6. On-site septic systems shall be reviewed and approved for each use by the Warren County Health Department / Ohio EPA. If it is determined that the subject site will generate more than 1,000 gallons of wastewater per day, the Ohio EPA will have jurisdiction to review the septic system.
7. Buildings comply with the architectural designs approved by the Warren County Board of Commissioners.

8. Maximum building heights shall be established at 35 feet.
9. Prior to PUD Stage 3, the applicant shall submit an updated Site Plan, in compliance with the WCRZC 1.303, identifying:
  - a. The entire PUD area (Parcels 12-15-300-023 & 12-15-300-022)
  - b. The approved parking dimensions, in compliance with the WCRZC 3.311 (C).
  - c. Building elevations and dimensions for the golf driving bay expansion.
  - d. Additional landscaping for the existing parking along Highway 42, in compliance with the WCRZC 3.403 (B).
  - e. Location and dimensions of all existing and proposed easements.
  - f. Location of the septic system (s) and leach fields for each.
10. Review and approval from the Warren County Engineer's Office and Soil and Water Conservation District regarding the proposed stormwater management plan.

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

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

Resolution adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

  
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Krystal Powell, Clerk

cc: RPC (file)  
RZC  
Applicant  
Township Trustees  
Administrative hearing file