Number <u>25-0166</u>

Adopted Date February 11, 2025

HIRING ALLISON LOVELY AS CASE AIDE WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Allison Lovely as Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$20.03 per hour, under the Warren County Job and Family Services compensation plan, effective February 18, 2025, subject 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

H/R

cc:

Children Services (file)
A. Lovely's Personnel file
OMB – Sue Spencer

## Resolution

Number 25-0167

Adopted Date February 11, 2025

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

BE IT RESOLVED, to hire Amber Bishop as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #16, \$23.06 per hour, effective February 24, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

H/R

Children Services (file) cc:

A. Bishop's Personnel file

OMB - Sue Spencer

## Resolution

Number 25-0168

Adopted Date February 11, 2025

HIRING STEPHEN GEOFFREY BUCKNER AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Stephen Geoffrey Buckner as Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #18, \$24.87 per hour, effective February 24, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

H/R

cc:

Children Services (file) S. Buckner's Personnel file OMB – Sue Spencer

## Resolution

<sub>Number</sub> <u>25-0169</u>

Adopted Date February 11, 2025

HIRING KIMBERLY MCKINNEY AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, pursuant to a memorandum of understanding, when filling a vacancy, the department is able to hire a candidate with six plus years of experience at the current 37-48 month rate of pay and Ms. McKinney has more than six years of experience in emergency dispatching.

NOW THEREFORE BE IT RESOLVED, to hire Kimberly McKinney, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective February 24, 2025, at starting rate of, \$28.35 per hour, subject to a negative background check, drug screen and a 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

HR

cc: Emergency Services (file)

K. McKinney's Personnel file

**OMB-Sue Spencer** 

# Resolution

Number 25-0170

Adopted Date February 11, 2025

HIRING ALLISON HORN AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Allison Horn as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective February 24, 2025, at a starting rate of \$23.46 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

HR

cc:

Emergency Services (file) A. Horn's Personnel file OMB- Sue Spencer

# Resolution

Number <u>25-0171</u>

Adopted Date February 11, 2025

HIRING NAOMI DETAMPLE AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Naomi DeTample as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective February 24, 2025, at a starting rate of \$23.46 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

HR

cc: Emergency Services (file)

N. DeTample's Personnel file

**OMB-** Sue Spencer

Number <u>25-0172</u>

Adopted Date February 11, 2025

HIRING JOHN FRIBERG AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire John Friberg as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective February 24, 2025, at a starting rate of \$23.46 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

HR

cc:

Emergency Services (file) J. Friberg's Personnel file OMB- Sue Spencer

Number <u>25-0173</u>

Adopted Date February 11, 2025

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

WHEREAS, Scotty Pigg, Water Distribution Worker I, within the Water and Sewer Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Scotty Pigg's completion of 365-day probationary period and a pay increase to rate of \$22.28 hourly, effective pay period beginning February 8, 2025.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

cc: Water and Sewer (file)

S. Pigg's Personnel File

OMB – Sue Spencer

Number 25-0174

Adopted Date February 11, 2025

### APPROVING APPOINTMENT TO THE WARREN COUNTY PORT AUTHORITY BOARD

WHEREAS, in 2023 Patrick Harlow's term on the Warren County Port Authority Board expired and was left unfilled; and

WHEREAS, on January 27, 2025, the Warren County Port Authority Board passed a unanimous motion to request the Board of County Commissioners fill the vacancy of Mr. Harlow's seat with Tiffany Zindel.

NOW THEREFORE BE IT RESOLVED, to approve the following appointment to the Warren County Port Authority Board:

Tiffany Zindel

term to expire on March 6, 2029

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

CM/

cc:

Appointment file

Warren County Port Authority (file)

Economic Development (file)

**Appointees** 

Laura Lander

# Resolution

Number 25-0175

Adopted Date \_ February 11, 2025

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, FEBRUARY 13, 2025

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, February 13, 2025.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

/kp

cc:

Commissioners' file

**Press** 

## Resolution

Number 25-0176

Adopted Date February 11, 2025

ENTERING INTO CONTRACT WITH FORD DEVELOPMENT CORPORATION FOR THE MASON MORROW MILLGROVE ROAD BRIDGE #38-0.37 REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #25-0077, adopted January 21, 2025, this Board approved a Notice of Intent to Award Contract for the Mason Morrow Millgrove Road Bridge #38-0.37 Replacement Project to Ford Development Corporation, for a total contract price of \$2,083,092.70; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Ford Development Corporation, 11148 Woodward Lane, Cincinnati, Ohio 45241, for a total bid price of \$2,083,092.70; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

BOARD OF COUNTY COMMISSIONERS

KP

cc:

c/a—Ford Development Corporation

Engineer (file) OMB Bid file

#### CONTRACT

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

## Mason Morrow Millgrove Road Bridge #38-0.37 Replacement Project

hereinafter called the project, for the sum of \$2,083,092.70, (Two Million, Eighty-Three Thousand, Ninety-Two Dollars and Seventy Cents), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

Proposal Price (Bid) Sheet

**Exception Sheet** 

**Bidder Identification** 

- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project after the written notice to proceed has been issued and within 16 weeks after construction has started. The Contractor further agrees to pay, as liquidated damages, the sum of \$900.00 for each consecutive calendar day thereafter.

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

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

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

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

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

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)

om Grossmann, President

(Seal) ATTEST:

Robert T. Henderson

Corp. Secretary/Treasurer

By:

FORD DEVELOPMENT CORE

Name and Title

Robert F. Henderson, Presid

Approved as to Form:

**Assistant Prosecutor** 

down M. Nice

Number 25-0177

Adopted Date February 11, 2025

REDUCING THE LOAD LIMIT ON BRIDGE #147-0.47 ON GROG RUN ROAD IN HAMILTON TOWNSHIP FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #147-0.47 on Grog Run Road over Grog Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #147-0.47 (Hamilton Township) is inadequate to carry its current load limit: and

WHEREAS, upon observation of recent deterioration of Bridge #147-0.47, the Warren County Engineer has determined that the posted load limit should be reduced from the current reduced load limit to 8 tons for 2 axle vehicles, 8 tons for 3 axle vehicles, 9 tons for 4 axle vehicles, 10 tons for 5 axle vehicles, and 10 tons for 6 axle or more vehicles, effective immediately.

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #147-0.47 on Grog Run Road in Hamilton Township.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

BOARD OF COUNTY COMMISSIONERS

cc:

Engineer (file)

Number <u>25-0178</u>

Adopted Date February 11, 2025

REDUCING THE LOAD LIMIT ON BRIDGE #43-5.97 ON MORROW-COZADDALE ROAD IN HAMILTON TOWNSHIP, FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #43-5.97 on Morrow-Cozaddale Road, over Big Foot Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #43-5.97 (Hamilton Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #43-5.97, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 23 tons for 3 axle vehicles, 26 tons for 4 axle vehicles, 27 tons for 5 axle vehicles, and 27 tons for 6 axle or more vehicles, effective immediately.

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #43-5.97 on Morrow-Cozaddale Road, in Hamilton Township.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

cc: Engineer (file)

Number 25-0179

Adopted Date February 11, 2025

REDUCING THE LOAD LIMIT ON BRIDGE #182-0.10 ON COUNTY ROAD 182, ALSO KNOWN AS OREGONIA ROAD IN TURTLECREEK AND WASHINGTON TOWNSHIPS, FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #182-0.10 on County Road 182, also known as Oregonia Road, over the Little Miami River is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #182-0.10 (Turtlecreek and Washington Townships) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #182-0.10, the Warren County Engineer has determined that the posted load limit should be reduced from the current reduced load limit to 14 tons for 2 axle vehicles, 15 tons for 3 axle vehicles, 16 tons for 4 axle vehicles, 17 tons for 5 axle vehicles, and 17 tons for 6 axle or more vehicles, effective immediately.

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #182-0.10 on County Road 182, also known as Oregonia Road, in Turtlecreek and Washington Townships.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

cc:

Engineer (file)

## Resolution

Number <u>25-0180</u>

Adopted Date February 11, 2025

APPROVING AN EMERGENCY REPAIR TO THE TWO-MAN ENTRY DOORS AT THE RICHARD A. RENNEKER WATER TREATMENT PLANT

WHEREAS, the Water & Sewer Department has identified issues with the Sargent electrified push bars and locking mechanisms on the two-man entry doors at the Richard A. Renneker Water Treatment Plant; and

WHEREAS, the compromised functionality of the electrified push bars and locking mechanisms poses a security and safety risk, potentially restricting proper access for personnel and emergency responders, and prompt repair is necessary to ensure compliance with safety regulations and maintain secure operations at the Richard A. Renneker Water Treatment Plant; and

WHEREAS, James W. Nolen, DBA Nolen Locksmithing, has diagnosed and quoted the repair costs associated with the two-man entry doors.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 25001218 with James W. Nolen, DBA Nolen Locksmithing, in the amount of \$6,150.00 for the emergency repair of the two-man entry doors located at the Richard A. Renneker Water Treatment Plant.

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

Mr. Grossmann – yea Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

mbz

cc:

Water/Sewer (file)

## Resolution

Number\_25-0181

Adopted Date February 11, 2025

APPROVING EMERGENCY SERVICES TO REMOVE A PROTRUDING LATERAL LOCATED AT 220 NORTH 3<sup>rd</sup> STREET IN WAYNESVILLE

WHEREAS, the removal of the protruding lateral is critical and time sensitive to the sewer operations, as the protrusion is restricting access to televise a sewer main break.

NOW THEREFORE BE IT RESOLVED, to approve emergency services to remove a protruding lateral located at 220 North 3<sup>rd</sup> Street in Waynesville and approving Purchase Order No. 25001306 with Tele- Vac Environmental in the amount of \$6,280.00.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

BOARD OF COUNTY COMMISSIONERS

jad

cc:

Auditor Water/Sewer (file)

<sub>Number</sub> 25-0182

Adopted Date February 11, 2025

APPROVING THE IMPLEMENTATION DETAILS AS SET FORTH BY EVO FIRST, INC. FOR THE ADMINISTRATION PROCESS FOR THE WARREN COUNTY PRESCRIPTION **PLAN** 

WHEREAS, pursuant to Resolution #25-0021 adopted January 14, 2025, this Board entered into agreement with EVO First, Inc. for the administration of the Prescription Plan effective January 1, 2025; and

WHEREAS, in coordination with Warren County's health insurance consultant, HUB International, Evo First, Inc. has outlined the logistics for the administration process of the Plan.

NOW THEREFORE BE IT RESOLVED, to approve the Implementation Details as set forth by EVO First, Inc. for the administration process of the Warren County Prescription Plan effective January 1, 2025; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

HR/

c/a- EVO First, Inc. cc:

Alison Ruehlmann, HUB International

Benefits File

Tammy Whitaker, OMB

## Resolution

Number <u>25-0183</u>

Adopted Date \_ February 11, 2025

AUTHORIZING THE PRESIDENT OF THIS BOARD TO ENTER INTO THE PROGRAMMATIC AGREEMENT FOR COORDINATION WITH THE OHIO HISTORIC PRESERVATION OFFICE RELATIVE TO THE ADMINISTRATION OF PROGRAMS USING HUD ALLOCATED FUNDS

WHEREAS, funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, HOME, Economic Development Initiative, Emergency Shelter Grants, Supportive Housing, HOPWA and Neighborhood Stabilization Program Grants; and

WHEREAS, Warren County and the Ohio State Historic Preservation Officer agree that Warren County will take into account the effects of federally assisted projects on historic properties as per the agreement.

NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to enter into an Amendment to the Programmatic Agreement for Coordination with the Ohio Historic Preservation Office, as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

/sm

cc:

OGA (file)

c/a—Ohio Historic Preservation Office Ohio Historic Preservation Office

#### **PROGRAMMATIC AGREEMENT**

#### **For Coordination Between**

Warren County Board of Commissioners

and

#### **Ohio's State Historic Preservation Office for the**

# Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has allocated Community Development Block Grant (CDBG) and other Community Planning and Development (CPD) funds to Warren County Board of Commissioners (Grantee); and

WHEREAS, the funding sources covered by this Programmatic Agreement (Agreement) are limited to HUD Community Planning and Development (CPD) programs that are subject to 24 CFR Part 58, including but not limited to the following CPD programs listed below:

- Community Development Block Grants (CDBG),
- Home Investments Partnership (HOME),
- Economic Development Initiative (EDI),
- Emergency Solutions Grants (ESG),
- Supportive Housing,
- Housing Opportunities for Persons with AIDS (HOPWA) and
- Neighborhood Stabilization Program (NSP) Grants;

WHEREAS, in accordance with 24 CFR Part 58, the Grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law, and this Agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the Grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places (National Register); and

WHEREAS, the Grantee has consulted with Ohio's State Historic Preservation Office (SHPO) regarding the development of this Agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108); and

WHEREAS, the Grantee has consulted with

State Historic Preservation Officer (SHPO)

regarding the implementation of this Agreement and public notification procedures and invited them to concur in this Agreement; and

**WHEREAS**, the Grantee and the SHPO acknowledges that American Indian tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance; and

WHEREAS, the Grantee acknowledges that implementing this Agreement may result in undertakings with the potential to affect historic properties having religious and cultural significance to Tribes and Nations with ancestral ties to Ohio, including sites that may contain human remains and/or associated cultural items, the Grantee will consult with Tribes, Tribal Historic Preservation Officers (THPO), other agencies, state recognized tribes, organizations, and individuals to participate as consulting parties per HUD requirements and the NHPA; and

WHEREAS, the Grantee and the SHPO agree that by following the procedures outlined in this Agreement, the Grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of undertakings on historic properties covered under this Agreement subject to 24 CFR Part 58 and provide the Advisory Council on Historic Preservation (ACHP) with a reasonable opportunity to comment.

**NOW, THEREFORE**, the Grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

#### **STIPULATIONS**

The Grantee will ensure that the following measures are carried out:

#### I. Personnel

- A. The Grantee shall designate a staff point person (Contact) to facilitate review activities pursuant to the terms of this Agreement, and for information exchange between the Grantee, the SHPO and the public regarding review activities by the terms of this Agreement.
- B. The Grantee shall notify the SHPO in writing of any staff changes to the point person within thirty (30) days. If at any time through the duration of this Agreement, the Grantee does not have staff in place to facilitate reviews pursuant to the terms of this Agreement, the Grantee and the SHPO shall consult to develop alternative administrative procedures in implementing this Agreement per Stipulation X Amendment & Duration and Stipulation XI Termination until new staff is in place.

#### II. Technical Assistance & Training

The SHPO's Resource Protection and Reviews (RPR) Department Staff will provide technical assistance, consultation, and training of Grantee staff as requested by the Grantee in order to assist the Grantee in carrying out the terms of this Agreement. SHPO may also require that appropriate

members of the Grantee's staff attend training specifically in the use and implementation of this Agreement, or the overall regulatory process described in 36 CFR Part 800.

### III. Definitions & Abbreviations

The definitions provided in the NHPA and the regulations at 36 CFR Part 800 apply to terms used throughout this Agreement, including but not limited to "historic property," "effect" and "undertaking." These definitions along with common abbreviations and acronyms are outlined in Appendix A for reference.

### IV. Identification of Historic Properties & Project Review

In accordance with 36 CFR 800.4, the Grantee in consultation with the SHPO will make a "reasonable and good faith effort" to identify historic properties, per the following stipulations:

- A. For those undertakings with the potential to affect historic properties having religious and cultural significance to Tribes and Nations with ancestral ties to Ohio, the Grantee will consult with the appropriate Tribes, consulting parties and Tribal Historic Preservation Officers (THPO) before starting the undertaking per HUD requirements and the NHPA.
- B. If the Grantee determines that an undertaking **only involves buildings** that are **less than forty-five (45) years old** or if the undertaking includes only exempt activities as defined by **Appendix B,** then the undertaking shall be deemed exempt from further SHPO review.
  - 1. Such undertakings listed in Stipulation IV. B and Appendix B will require no SHPO review under the terms of this Agreement because these activities will generally have no effect on historic properties.
  - 2. The Grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings each calendar year in an annual report to SHPO, as required in Stipulation IX Monitoring.
- C. In the event the undertaking involves **ground disturbance** as defined by Appendix A as part of a rehabilitation, new construction, site improvement, in-kind replacement or other undertaking, the Grantee will **consult with the SHPO early** before starting the undertaking to determine whether the undertaking has the potential to affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Appendix B.
  - Demolition of existing buildings forty-five (45) years or older is not an exempt activity under this Agreement, and the Grantee must submit this activity to the SHPO for review.
  - 2. **New construction** is not an exempt activity under this Agreement, and the Grantee must submit new construction to the SHPO for review.
- D. If the Grantee determines that an undertaking will involve any activities that are not exempt under Stipulations IV. B, Appendix B, involves a National Historic Landmark (NHL) or has other State or federal assistance not covered under this Agreement, the Grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking.
  - 1. The Grantee will submit the SHPO's Section 106 Project Summary Form <u>or</u> documentation outlined in Appendix C to the SHPO for review.

- 2. Examples of other funding sources subject to SHPO review include but are not limited to the Federal Historic Rehabilitation Tax Credits, Ohio Historic Preservation Tax Credits (OHPTC) and/or Certified Local Government (CLG) grants.
- 3. If an undertaking involves a NHL as defined by 36 CFR 800.16(p), the Grantee must "to the maximum extent possible, undertake such planning and action as may be necessary to minimize harm" to the NHL per Section 110(f) of the NHPA which establishes a higher standard of care and protection when a project has the potential to directly and adversely affect a NHL. The Grantee will submit the SHPO's Section 106 Project Summary Form or documentation outlined in Appendix C to the SHPO for review.
- E. The SHPO will respond, in accordance with 36 CFR Part 800, to the Grantee within thirty (30) days after receiving the project documentation by stating that:
  - 1. The SHPO concurs with the Grantee's decision about eligibility and effect;
  - 2. The SHPO disagrees with the Grantee's decision about eligibility and effect; or
  - 3. The SHPO needs more information in order to concur or disagree with the Grantee's decision about eligibility or effect.
- F. If the SHPO determines and the Grantee agrees that the undertaking will have no effect or no adverse effect on historic properties that are eligible for or listed in the National Register, the Grantee will retain the SHPO's letter in its project file and the Section 106 review process, in accordance with 36 CFR Part 800, will be complete.
- G. If the SHPO determines and the Grantee agrees that the undertaking will have an adverse effect on historic properties, the Grantee will follow the standard mitigation process with SHPO and interested consulting parties to create and implement a Memorandum of Agreement (MOA), described in 36 CFR Part 800, to complete the Section 106 process.
- H. After SHPO review, if an undertaking changes, the Grantee will consult in a timely manner with the SHPO to determine if further SHPO review is required.
- I. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the Grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63.
- J. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The Grantee or SHPO may elect to invite the ACHP to participate or provide its opinion if they determine it to be appropriate.

#### V. Post Review Discovery

- A. If historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the Grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the Grantee will contact SHPO via email to <a href="Section106@ohiohistory.org">Section106@ohiohistory.org</a> within forty-eight (48) hours and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. If human remains are discovered during the development or construction of any project subject to this Agreement, **STOP WORK** in the area of the discovery. The Grantee will contact the County Sheriff and/or County Coroner immediately upon discovery and contact SHPO via email at <a href="Section106@ohiohistory.org">Section106@ohiohistory.org</a> within forty-eight (48) hours or sooner. The Grantee

- will also consult with SHPO, HUD and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. If the human remains are determined to be of Native American Indian origin, the Grantee will develop a treatment plan in consultation with appropriate federally recognized Native American Indian Tribes, HUD and the SHPO. The Grantee shall call upon representatives of HUD for assistance in conducting meaningful and respectful discussions with tribal representatives on a government-to-government basis.

### VI. Public Involvement & Participation

- A. The Grantee is responsible for conducting public notifications and consultation in line with local and HUD requirements. The Grantee will make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects per the required public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI).
- B. For individual projects located in locally designated districts or those that may affect locally listed properties, the Grantee is responsible for contacting the appropriate local review boards, consulting parties and if applicable, Certified Local Governments (CLG) commissions, and present the information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

### VII. Dispute Resolution

Should any party to this Agreement object at any time to any action proposed or the way the terms of this Agreement are implemented, the Grantee shall consult with such party to resolve the objection. If the Grantee determines that such an objection cannot be resolved, the Grantee will:

- A. Forward all documentation relevant to the dispute, including the Grantee's proposed resolution, to the ACHP.
- B. The ACHP shall provide the Grantee with its advice on the resolution of the objection within forty-five (45) days after receiving adequate documentation.
  - 1. Prior to reaching a final decision on the dispute, the Grantee shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide all parties with a copy of this written response. The Grantee will then proceed according to its final decision.
  - 2. The Grantee's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged.
- C. If the ACHP does not provide its advice regarding the dispute within forty-five (45) days, the Grantee may make a final decision on the dispute and proceed accordingly.
  - 1. Prior to reaching such a final decision, the Grantee shall prepare a written response that considers any timely comments and shall provide the ACHP, signatories and concurring parties with a copy of such written response.
  - 2. The Grantee's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged.
- D. Resolution of Objections by the Public: Should an objection pertaining to historic preservation or implementation of the items of this Agreement be raised by a member of the

public in a timely and substantive manner, the Grantee shall notify the parties to this Agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

#### VIII. Emergencies

If the Grantee determines that a project must be completed on an expedited basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the Grantee may set aside the timeline established in Stipulation IV. E to facilitate expedited review by the SHPO.

- A. The Grantee shall notify the SHPO via email to <u>Section106@ohiohistory.org</u> and submit a request for an expedited review time of five (5) business days, including project documentation outlined below:
  - 1. Provide a cover letter describing the nature of the emergency and the proposed treatment. To help the SHPO differentiate this from normal review, the emergency nature of the review shall be noted in bold in the reference line and in the submission email.
  - 2. The address of the property and funding assistance
  - 3. Recent color photographs of the property
  - 4. A signed copy of any local order compelling immediate action
  - 5. An Ohio Historic Inventory Form <u>or</u> other documentation regarding the National Register eligibility of the affected property
  - 6. Any other information that warrants consideration
- B. The SHPO shall promptly notify the Grantee within the expedited five (5) business day timeframe of its concurrence with the Grantee's effect determination or may request additional information to complete the review per Stipulations IV. E-G.
- C. SHPO may recommend to the Grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement (MOA) is necessary but may agree to Grantee's recommendation to defer completion of such an Agreement until the necessary emergency actions have been taken.

#### IX. Monitoring

**By February 1 of each year** that this Agreement is in force, the Grantee will submit an annual report to the SHPO containing a list of undertakings reviewed under this Agreement.

- A. **Annual Report**: The annual report for each exempted project will include the following information:
  - 1. The project location (address, etc.)
  - 2. The age of the building or its date of construction
  - 3. A detailed but concise project description of each work activity undertaken
  - 4. Stipulation used to exempt the activity from review
  - 5. If SHPO reviewed project, the date of the SHPO letter and effect finding
  - 6. Name and title of Grantee staff who exempted project from review
  - 7. Any problems encountered, and any disputes or objections received in the Grantee's efforts to carry out the terms of this Agreement, and how they were resolved

- B. Samples: The Grantee will include in their annual report submission three (3) random samples of individual projects on buildings forty-five (45) years or older that were exempted by the Grantee, with copies of the information that was used to support the exempt determination.
- C. Notification Letter: If the Grantee did not exempt any undertakings from review under the terms of this Agreement during the calendar year, the Grantee still must inform the SHPO of the lack of exemptions by letter notification.
- D. Records Retention: For all individual files generated in conjunction with this Agreement, the Grantee shall maintain these records per HUD's record retention policies and duration requirements.

#### X. Amendment & Duration

This Agreement will continue in full force until **December 31, 2029,** and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of any signatory party, this Agreement may be reviewed for modifications at any time. This Agreement may be amended when such an amendment is agreed to in writing by all signatories.

Within six (6) months prior to the expiration of this Agreement, the Grantee and the SHPO who are signatory parties to this Agreement at that time shall consult to consider terms for a new Agreement, extension, and/or amendment of the terms of the Agreement or allow the Agreement to expire. The amendment will be effective on the last date of all the signatories and the Grantee shall then file with the ACHP.

#### XI. Termination

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation X above. If within thirty (30) days (or another time agreed by all signatories) an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

In the event of termination, the Grantee shall comply with 36 CFR Part 800 for individual undertakings formerly covered under this Agreement. All applicable requirements of the Section 106 process shall continue to apply, and the Grantee will submit individual undertakings for review to the SHPO.

#### XII. Execution:

Execution of this Agreement by the Grantee and the SHPO and implementation of its terms evidence that the Grantee has considered the effects of its undertakings on historic properties, afforded the ACHP an opportunity to comment, and has satisfied its Section 106 responsibilities for exempted undertakings subject to 24 CFR Part 58 covered under this Agreement.

### PROGRAMMATIC AGREEMENT

#### **For Coordination Between**

Warren County Board of Commissioners

and

#### **Ohio's State Historic Preservation Office for the**

Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58

### **GRANTEE SIGNATORIES:**

Warren County Board of Commissioners

Signature

Date

President, Warren County Board of Commissioners

**Contact Information:** 

406 Justice Drive Lebanon, OH 45036

APPROVED AS TO FORM

Asst. Prosecuting Attorney

### **PROGRAMMATIC AGREEMENT**

### **For Coordination Between**

Warren County Board of Commissioners and

**Ohio's State Historic Preservation Office for the** 

Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58

Signature	Date

Kristen Koehlinger Department Head and Deputy State Historic Preservation Officer for Resource Protection and Review

Contact Information:
800 East 17th Avenue, Columbus, OH 43211
kkoehlinger@ohiohistory.org
614-298-2000

## Appendix A. Key Definitions & Abbreviations in the Section 106 Process

**ACHP** means the <u>Advisory Council on Historic Preservation</u>, an independent Federal Agency, that advises the President and Congress on historic preservation policy.

**Adverse Effect** or **AE** (defined by <u>36 CFR § 800.5(a)(1))</u> means when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association.

**Area of Potential Effects** or **APE** (defined by <u>36 CFR § 800.16(d))</u> means the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist.

**Consultation** (defined by <u>36 CFR § 800.16(f)</u>) means the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process. The Secretary's "Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act" provide further guidance on consultation.

**Effect** (defined by <u>36 CFR § 800.16(i)</u>) means alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register.

**Ground disturbance** is defined for the purposes of this Agreement as any activity that compacts, alters or disturbs the ground within the project's Area of Potential Effects. This can include activities such as hand digging, mechanical trenching, directional boring (i.e., pits), etc.

**Historic property** (defined by 54 U.S.C. § 306108 and <u>36 CFR § 800.16(I))</u> means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior.

"In-kind" replacement is defined for the purposes of this Agreement as using the same material as the existing with the result having the appearance matching all physical and visual aspects, including design, form, color, finish, and workmanship. In-kind mortar, for example, must also match the strength, color, texture, and joint tooling of existing historic mortar.

**Memorandum of Agreement** or **MOA** (defined by <u>36 CFR § 800.16(o))</u> means the document that records the terms and conditions agreed upon to resolve the adverse effects of an undertaking upon historic properties.

**Undertaking** (defined by <u>36 CFR § 800.16(y))</u> means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval.

Abbreviations &	Translation	
Acronyms		
106	Section 106 of the National Historic Preservation Act (NHPA) (54U.S.C.	
	300101 et seq.)	
AE	Adverse Effect	
APE	Area of potential effects	
CFR	Code of Federal Regulations	
	NPS: https://www.nps.gov/subjects/historicpreservation/laws.htm	
CLG	Certified Local Government	
CRM	Cultural Resource Management	
DOE	Determination of Eligibility	
FONSI	Finding of No Significant Impact	
HTC	Federal Historic Rehabilitation Tax Credits	
Keeper	Keeper of the National Register of Historic Places (NRHP or NR)	
MOA	Memorandum of Agreement	
MOU	Memorandum of Understanding	
NOI/RROF	Notice of Intent to Request Release of Funds	
	24 CFR 58.45	
NAGPRA	Native American Graves Protection and Repatriation Act	
NAE	No Adverse Effect	
NHL	National Historic Landmark	
NHPA	National Historic Preservation Act	
NPS	National Park Service	
NRHP or NR	National Register of Historic Places	
ODOD	Ohio Department of Development	
OHPTC	Ohio Historic Preservation Tax Credits	
PA	Programmatic Agreement	
RPR	Resource Protection and Reviews Department of the SHPO	
SHPO	State Historic Preservation Office	
SOI	Secretary of the Interior	
THPO	Tribal Historic Preservation Officer	
The Standards	The Secretary of the Interior's Standards:	
	<ul> <li>for the Treatment of Historic Properties</li> </ul>	
	● for Archaeology	
	for Rehabilitation	
U.S.C.	United States Code	

## Appendix B: Activities Exempt from SHPO Review

The activities listed below are exempt under the terms of this Agreement since these activities have the limited potential to affect historic properties; therefore, they do not require further review from the SHPO under this Agreement.

Definitions provided in the National Historic Preservation Act (NHPA) and the regulations at 36 CFR Part 800 apply to terms used throughout this Agreement. Appendix A defines "in-kind replacement" and "ground disturbance" for the purposes of this Agreement.

#### 1. Non-Construction Work and Development, General Exclusions

- a) Public service program that does not physically impact or alter buildings or sites.
- b) Architectural and engineering design fees and other non-construction fees and costs.
- c) Rental or purchase of equipment that does not physically impact or alter buildings or sites. If installation requires a physical change, the Grantee must consult with the SHPO to confirm if the installation is considered an exempt activity. (Example: The replacement of old park equipment and installation of new equipment that requires new attachments and ground disturbance would not be considered exempt under this stipulation. The Grantee would need to send this project to the SHPO for review.)
- d) Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
- e) Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
- f) Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
- g) Acquisition of land with demolition or rehabilitation of buildings that are less than forty-five (45) years old (including land banking). See Stipulation 2 below for further details.
- h) Loans used to fund rehabilitations of buildings less than forty-five (45) years old.
- 2. Mobile and/or Manufactured Homes: Rehabilitations are exempt on mobile and/or manufactured homes that are not listed or they have not been previously determined eligible for listing in the National Register.
- 3. Buildings less than forty-five (45) years old that are not listed or they have not been previously determined eligible for listing in the National Register:
  - a) The rehabilitation of buildings that are less than forty-five (45) years old.
  - b) The demolition of buildings less than forty-five (45) years old.
- 4. Existing Streets, Roads, Driveways, Parking Lots, Sidewalks, Walkways & Curbs: For work consisting of repair, line painting, paving, resurfacing, in-kind replacement and maintenance without change in width or footprint, surface material, drainage or vertical alignment (height or slope) to existing streets, roads, alleys, parking lots, ramps,

driveways, curbs, sidewalks and walkways. Resurfacing work includes milling the top layers of asphalt and reapplying it. Digging into the base layers is exempt, but not below. (Example: If the base layer of gravel is 12" thick, digging can occur to that extent. Any depth beyond requires SHPO review). Changes in material, depth and width/footprint are subject to SHPO review.

5. New Curb Cuts and ADA Accessibility Improvements: New curb cuts and simple accessibility improvements located at street or roadway crossings to meet American Disabilities Act (ADA) requirements. For simple curb cuts to be an exempt activity, they must occur within the thickness of the curb to the distance as needed, but the overall grade change occurs within the thickness of the curb.

Modifications that require further changes to sidewalks, site regrading, or vertical alignment (height or slope) changes to existing elements are subject to SHPO review. Any improvements that require multiple levels changes, the creation of new curbs or retaining walls are subject to SHPO review.

- **6. Existing fire hydrants, manholes and catch basins**: Repair or in-kind replacement of existing fire hydrants, manhole covers and catch basins; including the reconstruction of existing catch basins.
- 7. Existing Landscape Features: Maintenance and repair of existing landscape features, including planting, fences, existing retaining walls, unbolted street furniture (signage, trash cans, recycling cans, dumpsters, moveable benches, etc.)
  - a) Typical tree care maintenance and trimming is an exempt activity. Tree removal that includes stump removal is not exempt and is subject to SHPO review. This also includes access and staging if the tree(s) are outside of existing public right-of-way such as a street, alley, sidewalk, etc.
  - b) In those situations where unanticipated and sudden events, such as fire or storm damage where there is an immediate health and safety hazard, take the necessary steps for tree removal to make the property safe and secure then per Stipulation VIII Emergencies contact the SHPO and provide a brief description of the nature of the emergency and corrective measures taken.
- 8. Exterior Site Lighting, Emergency Sirens & Security Cameras: Repair, in-kind replacement and installation of exterior site lighting, emergency sirens & security cameras on existing poles outside of individual properties, parking lots, sidewalks, and freestanding yard lights; or attached to a building less than forty-five (45) years old.

Work that requires new installation on buildings forty-five (45) years or older, or new poles or locations requiring ground disturbance must be sent to the SHPO for review. This exemption is not meant to include new city street lighting or pedestrian-scale streetlamps that will serve multiple properties.

9. Residential Water, Drainage, Storm Sewer, Sanitary Sewer & Gas Lines: Within previously excavated trenches, the repair, relining/sleeving lines (i.e., Cured In-place Pipe [CIPP]), maintenance, or in-kind replacement of existing residential service connections and lines between individual properties and existing public systems for residential gas, water, sanitary sewer, storm sewer and existing drainage systems, French drains or culverts.

This exemption does not apply to the installation of public main lines, but only to connections between individual properties and existing public systems. On the public systems side, repair and replacements are still subject to SHPO review.

This exemption does not extend to the installation of new wells and new drainage systems, changes to lateral connections, or existing septic system replacements.

- 10. Residential ADA Accessibility Ramp & Handrails: Exempt work activities include:
  - a) Rebuilding or in-kind replacement of existing wheelchair ramps in its current location.
  - b) Installation of new ramps or simple handrails on secondary building elevations where the building is not located on a corner lot or on the building's street facing elevations. If the building is on a corner lot or work will occur on the building's street facing elevations, this work is **not** exempt and is subject to SHPO review.
- 11. Building Foundation & Basement Repairs: Exempt work activities include:
  - a) Foundation Repair: Repointing of foundation masonry is exempt only in limited areas on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is **not** exempt on the elevations that face the streets. In-kind mortar must also match the strength, color, texture, and joint tooling of existing historic mortar that follows the National Park Service's *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*, found online at <a href="https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf">https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf</a>.
  - b) Repair of existing basement floors or the installation of new basement floors.
  - c) In-kind replacement or installation of a simple, functional handrail to the basement stairs.
  - d) Installation of replacement basement windows on secondary elevations, with vented or screened window units only.
- **12. Building Envelope: Repair (not replacement)** to match existing features in composition, design, color, texture, size, and other visual and physical qualities of the **existing exterior**: wood siding, trim, porches or stoops, decks, stairs, railings or balustrades, shutters, cornice, fascia or soffit, doors and windows.

Limited in-kind replacement as defined in Appendix A of components of a feature listed above may be considered as repair. New features, complete replacement, or modification of features are not exempt, such as window and door replacement, except for windows referenced in Appendix B.11.d., masonry repointing beyond the limited foundation work

outlined in Appendix B.11.a. and chimney work outlined in Appendix B.15.b., and masonry and brick replacement are all subject to SHPO review.

**13. Exterior Painting:** Exterior scraping with non-destructive means and painting of wood siding, features, and trim. Exterior repainting of masonry is exempt only if existing surfaces are already painted.

This does not apply to the use of lead encapsulant paint. No abrasive cleaning or power washing is permitted.

- **14. Weatherstripping, Storm Windows & Storm Doors:** Caulking, reglazing, and weatherstripping is exempt.
  - a) Installation of screens and storm windows are exempt if they:
    - i. Completely fill the original window opening.
    - ii. Match the meeting rail or other major divisions.
    - iii. Interior storms must not cause damage to the original interior trim.
    - iv. Interior storms must be designed to seal completely to protect the primary window from condensation.
  - b) Installation of storm doors are exempt if they are undecorated and have a painted finish to match existing trim or the existing door.
- **15. Roofing, Chimneys, Gutters, Downspout & Drainage:** Repair or in-kind replacement of asphalt, fiberglass, flat roofing, and flashing coverings **with the same materials** as long as the shape of the roof is not changed.
  - a) Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This stipulation does not apply to the replacement of box gutters.
  - b) In-kind repair of chimneys, chimney liners and flues with limited in-kind repointing with compatible mortar that matches the color, strength, content, rake, and joint width that follows the National Park Service's Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings, found online at <a href="https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf">https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf</a>. This stipulation does not apply to the chimney removal or brick replacement which is subject to SHPO review.
  - c) Replacement of asbestos shingle roofing with asphalt materials is allowable if the general shingle size/shape and the shape of the roof are not changed.
- 16. Interior Attic: Exempt attic work activities include:
  - a) Installation of attic insulation as long as spray foam insulation is not used.
  - b) New ceiling openings for attic access or pull-down stairs that do not alter the physical structure of the building.
  - c) Removal of, sealing up and filling in obsolete space from pull-down stairs
  - d) In-kind replacement or installation of a simple, functional handrail from the uppermost floor to the secondary attic space.

## 17. Interior Work & Finishes: Exempt work activities include:

- a) **Repair (not replacement)** to match the following **existing interior** features: walls, trim, floors, ceilings, doors, decorative plaster, or woodwork. The work must be limited to repainting, in-kind patching, refinishing, or repapering.
- b) Installing insulation between floor joists or in floors between a heated and unheated story, or inside walls from the interior with a vapor barrier on the heated side. This work is an exempt activity as long as structural elements or historic decorative features are not altered, removed or destroyed from the installation process, including from moisture.

#### 18. Kitchen and Bathroom Work: Exempt work activities include:

- a) Remodeling of the kitchen or bathroom is exempt if no walls, windows or doors are removed or relocated so as to alter the existing floor plan. Damaged subfloor replacement is exempt in bathroom and kitchen areas.
- b) Venting is exempt only through using existing vent locations and size, the roof or a non-street facing secondary wall. New locations on street-facing elevations are subject to SHPO review.
- 19. Mechanical, Electrical and Plumbing: Installation, repair, maintenance, or in-kind replacement of the following (as long as no alterations are made to structural or decorative features): heating (including furnace cleaning), boiler, water heater, electrical, plumbing and HVAC systems. Installation of new rooftop units is not exempt and are subject to SHPO review.
  - a) Installation of fire, smoke or carbon monoxide detectors and alarms are exempt as long as no alterations are made to structural or decorative features.
  - b) Installation of simple, functional light fixtures to replace missing or broken interior and exterior light fixtures, or new light fixtures attached to a building less than forty-five (45) years old.
  - c) Replacement of utility meters on buildings in the same location as existing.

#### 20. Hazardous Materials Abatement Activities: Exempt work activities include:

- a) Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
- b) Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
- c) Radon mitigation activities that are contained to the basement and do not involve removal or alteration of structural or decorative features. Any piping should be located to secondary locations.
- **21.** Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this Agreement.

#### **Basic Entitlement Programmatic Agreement (expires December 31, 2029)**

**22.** Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this Agreement.

#### **Basic Entitlement Programmatic Agreement (expires December 31, 2029)**

### Appendix C. Documentation for a SHPO Review

Before starting the undertaking, the Grantee will submit the SHPO's Section 106 Project Summary Form <u>or</u> the following documentation outlined below to the <u>Section106@ohiohistory.org</u> email:

- A. Project location, including a map
- B. Type of funding assistance (i.e. CDBG, HOME, etc.)
- C. Project description, including work write-ups, plans, or specifications, as appropriate
- D. Current color photographs of all elevations of the building or site
- E. Date any buildings in the project area were built
- F. Statement of whether any properties in the potential area of effects are listed in or eligible for listing in the National Register
- G. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties
- H. This submission may include additional information explaining the Grantee's decisions regarding National Register eligibility and effect, including the following <u>optional</u> information:
  - 1. A brief history of the property, if known
  - 2. Condition assessments for various historic elements
  - 3. An explanation of the goals of the undertaking
  - 4. Alternative treatments considered and cost estimates for each
  - 5. Life cycle maintenance costs related to each alternative
  - 6. Proposed measures to mitigate or minimize adverse effects
  - 7. Available marketing studies
  - 8. Any other information that warrants consideration

For Emergency Review, the Grantee will submit to SHPO the following documentation outlined below to the <u>Section106@ohiohistory.org</u> email:

- A. Provide a cover letter describing the nature of the emergency and the proposed treatment. To help the SHPO differentiate this from normal review, the emergency nature of the review shall be noted in bold in the reference line and in the submission email.
- B. The address of the property and funding assistance
- C. Recent color photographs of the property
- D. A signed copy of any local order compelling immediate action
- E. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
- F. Any other information that warrants consideration

## Resolution

Number 25-0184

Adopted Date F

February 11, 2025

APPROVING THE ANNUAL RENEWAL OF THE MAINTENANCE AGREEMENT WITH GENCORE CANDEO, LTD ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the current maintenance agreement with GenCore Candeo, Ltd. for Genwatch maintenance to maintain radio usage records will expire on March 31, 2025; and

WHEREAS, the department wishes to renew the maintenance agreement for another 1-year term to expire March 31, 2026.

NOW THEREFORE BE IT RESOLVED, to approve the renewal of the maintenance agreement with GenCore Candeo, Ltd. on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

cc:

c/a—GenCore Candeo, Ltd.

Telecom (file)



### SERVICE AGREEMENT

Two tiers of service are available for maintaining Genesis software solutions. This document outlines provisions included in the Essential Service Agreement (ESA) and the Premium Lifecycle Agreement (Lifecycle).

Service Provided:	Premium Lifecycle Agreement	Essential Service Agreement
Multi-Year pricing and renewal incentives	✓	<b>√</b>
Phone, email, & remote in assistance 8am – 5pm, Monday – Friday, Central Standard Time	✓	✓
24/7 "On-Call" availability for Level 1 issues (see item 7)	✓	<b>√</b>
Software updates and version upgrades	✓	✓
Remote training on latest features following version upgrades	<b>√</b>	✓
Hardware refreshes to meet software upgrade requirements	✓	
Hardware warranty coverage for uninterrupted access to on-site repairs by Dell representative (US & Canada only)	<b>√</b>	
Onsite services for ATIA system hardware refresh (See 2.5.3 for OTA & GW3-TRBO)	<b>√</b>	
3 <sup>rd</sup> party software replacement should obsolescence occur (OS, SQL, and Excel as applicable)	<b>√</b>	
Quarterly Preventative Maintenance checks on overall Genesis system health (Must provide remote access for PM checks)	✓	

#### 1. Essential Service Agreement includes:

- 1.1. Software upgrades: Professional Service fees may apply for upgrades exceeding a standard workload. Possible causes: gap of 2 or more versions to latest release, poor remote connectivity, above-average database size. When applicable, a quote will be provided prior to an upgrade.
  - 1.1.1. Hardware replacement or modification to meet Genesis software spec requirements is not included. Hardware can be purchased through Genesis or sourced privately.
  - 1.1.2. 3rd party software routine updates and patches are not included; third party software patching should follow the customer organization's policy and procedure. Third party software includes but is not limited to the operating system, browser, and SQL Server.
- 1.2. Renewal rates: A percentage of the current list price value of all Genesis software products licensed to a customer. If the customer takes products out of commission or adds new features, Genesis will adjust the rate accordingly.
  - 1.2.1. Multi-year follows single year pricing structure with industry standard increases and presented as a median annual rate to aid in budgeting and predictability. Price incentives are available when purchasing in full up front. Should Genesis rates increase above the quoted rate, the customer is protected.
- 1.3. Hardware support provisions: Genesis provided PC's and Servers include a warranty through the manufacturer. The warranty is 5 years from the date it leaves the manufacturer's facility and time elapsed in Genesis inventory as well as field deployment are included in the manufacturer warranty term.

Voice: 903.787.7400 • Fax: 903.787.7460 • https://www.GenesisWorld.com • Renewals@GenesisWorld.com

- 1.3.1. All hardware issues should be directed to the manufacturer.
- 1.3.2. Each PC and Server is labeled with warranty expiration and the technical support phone number of its manufacturer.
- 1.3.3. Should hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed.
- 1.3.4. ESA does not include hardware replacement; however, hardware replacements can be purchased separately through Genesis. If sourcing hardware privately is preferred, Genesis can provide spec requirements for the current software release.
- 1.4. Training: Supplemental remote training following each upgrade to highlight new features and functionality in the latest release is included at no additional cost.
  - 1.4.1. Training of new or existing employees on the general use of Genesis software products can be quoted separately upon request.
  - 1.4.2. Onsite training can be quoted separately upon request

#### 2. Premium Lifecycle Agreement Includes:

- 2.1. Software upgrades: All applicable fees for software upgrades are included.
  - 2.1.1. All hardware and 3<sup>rd</sup> party software licenses are included unless specifically noted.
  - 2.1.2. 3<sup>rd</sup> party software routine updates and patches are not included; third party software patching should follow the customer organization's policy and procedure.
- 2.2. Renewal rates: Median annual rate which follows the multi-year pricing structure. Price includes ESA and all additional Lifecycle provisions. Should early termination occur, a balance due may apply for any goods or onsite services provided. Incentives are available when paid in full up front.
- 2.3. PC & Server hardware provided by Genesis includes a 5-year Dell manufacturer warranty with replacement scheduled prior to warranty expiration.
  - 2.3.1. Dell manufacturer warranty available to US and Canada locations only.
    - 2.3.1.1. All hardware issues are to be directed to the manufacturer.
    - 2.3.1.2. Each PC and Server is labeled with warranty expiration and manufacturer support phone number.
  - 2.3.2. Should a hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed.
  - 2.3.3. Any hardware specifically noted and/or omitted in a Lifecycle Agreement will be the customer's responsibility.
- 2.4. Training: Supplemental training following each upgrade to highlight new features and functionality in the latest release is included at no additional cost.
  - 2.4.1. Training of new or existing employees on the general use of Genesis software products can be quoted separately upon request.
- 2.5. Onsite services are included for GenWatch3 ATIA.
  - 2.5.1. One onsite trip is provided for each hardware refresh, unless specified in the quotation (please refer to quotation for specific details).
  - 2.5.2. Genesis reserves the right to bill the Customer additional day rates plus travel costs that might be incurred due to issues beyond Genesis' control. This includes but is not limited to:
    - 2.5.2.1. Network connections not set up and/or ready
    - 2.5.2.2. Hardware issues
    - 2.5.2.3. Any lack of customer readiness causing Genesis to wait on site.
    - 2.5.2.4. Any lack of customer readiness causing Genesis to cancel the trip and return at a later date.
  - 2.5.3. GW3-TRBO or GenWatch3 Over-The-Air do not come with onsite services unless requested during the quoting process (please refer to quotation for specific details).
- 2.6. Preventative Maintenance: When remote connectivity is available, the Genesis Technical Support staff will offer a Preventative Maintenance check for the overall health of the Genesis system approximately every 3 months and report any discrepancies. Updates and patching to 3<sup>rd</sup> party software is not included.

nesisWorld.co/in Initial Initial

- 2.7. Lifecycle Agreements provide long term stability; 3 years is the minimum coverage term.
- 2.8. Early termination may result in make-whole costs for any goods or travel provided.

#### 3. Expired Agreement:

- 3.1. It is the customer's responsibility to maintain a Genesis Service Agreement at all times. Should a lapse in coverage occur:
  - 3.1.1. All support services will be postponed until a payment method has been determined.
  - 3.1.2. License modifications will be placed on hold, including new feature purchases.
  - 3.1.3. Genesis will provide a renewal quote to the financial decision maker.
- 3.2. If the renewal is declined and technical support is needed:
  - 3.2.1. Customer may be subject to an incident fee which includes up to one hour of support.
  - 3.2.2. Any support beyond the first hour is charged in 30-minute increments.
  - 3.2.3. If a more current Genesis version is required for a fix, a Genesis Service Agreement will be required.
- 3.3. Additionally, the customer will may be subject to a software upgrade fee proportionate to the time the service agreement has been expired which provides eligibility for the latest Genesis software release.
- 3.4. Genesis will send an invoice to Customer for any fees incurred for an expired agreement.

#### 4. Coverage Term:

Each original software purchase from Genesis includes a designated term of support based on the date of installation. The standard renewal term is 12 months; however, multi-year renewals are available. If a customer purchases multiple Genesis software products at differing times, it will create staggered renewal dates. Genesis can align differing dates during the next renewal process and can also align dates to meet budgeting processes or fiscal year end.

#### 5. How to Reach Us:

Voice 1.903.787.7400

Toll Free 1.877.548.0465 (US or Canada)

Monday – Friday, 8am – 5pm, Central Standard Time Email for tech support: <a href="mailto:support@GenesisWorld.com">support@GenesisWorld.com</a> Email for renewals: <a href="mailto:renewals@genesisworld.com">renewals@genesisworld.com</a>

Website: https://genesisworld.com/

#### 6. Support Provision occurs in the following order:

**Phase 1 = Support Ticket entry**: A case is entered, technician assigned, and case number is provided to the customer.

**Phase 2 = Problem Source Identification:** The technician assigned to your case will determine if the source of the technical need is generated by:

- · Genesis software
- The hardware running the software
- · The trunk system feeding the information to the previous elements

The technician determines this through communication with the customer by way of telephone, email, or remote-in access to their system. Most support cases are resolved within this phase.

**Phase 3 = Duplicate Software Activity.** If the reported issue cannot be solved within Phase 2, the Genesis Test Lab will reproduce the error or defect in order to investigate further.

**Phase 4 = Software Development.** If the identified issue requires development, the solution will be provided upon a mutually agreed schedule.

#### 7. Purchasing

Quote signature is required when no soft copy of the PO is provided. Quote signature is not required when providing a soft copy of the PO or paying by credit card same day. Invoice provided within 2-3 business days. Submit Purchase Order to <a href="mailto:orders@genesisworld.com">Orders@genesisworld.com</a> Net 30 days.

Please remit payment to: GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, Texas 75703

esisWorld.com Initial Initial Initial

#### 8. Severity Levels are defined as:

- Level 1: Most severe problem: software is totally non-functioning. This qualifies as an emergency situation in which the software is unusable; loses information or data; or fails catastrophically in response to internal errors, user errors, or incorrect input files. Genesis will provide a "priority first" level of urgency, which allows for 24/7 support until a resolution is provided. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.
- Level 2: Software is functioning with incorrect results. This occurs when the software system is usable but incomplete and has a severe impact on use. Genesis will provide a "priority first" level of urgency during standard business hours until a resolution is found. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.
- **Level 3: Software functions, but with inconvenience.** Genesis will provide a resolution for these cases in the order of receipt during standard business hours. If changes to the software are required, modifications will be provided according to Genesis' scheduled new releases of the software or a mutually agreed upon schedule if urgency is deemed necessary.
- Level 4: Least severe problem: a cosmetic issue, lack of operator understanding, or system maintenance.

  Genesis will provide a resolution for these cases in the order of their receipt during standard business hours. Modifications to the software will be provided according to Genesis' scheduled new releases of the software. System maintenance and modifications are scheduled into the support project calendar. System managers are encouraged to coordinate with the Genesis support team well in advance to secure a date within the customer's preferred timeline.

#### 9. Error Definitions

All situations imply the software is being used correctly and in accordance with the specifications and documentation for the software and release number in use at the time the error occurs. It also implies proper database and hardware maintenance has been performed in accordance with Genesis' recommendations. Further, it implies the user has made all reasonable effort to resolve the problem, such as checking network connections or checking for appropriate services to be running (if applicable).

#### 10. Support Levels through Product Life Cycles

Unless otherwise specifically stated, Genesis will provide support for a minimum of 7 years after the last published release of any of our products. Mainstream Support for our products will be provided during the life of a product and for 5 years after a successor product is released or after the last release of a product is made, whichever comes first.

Mainstream Support is defined as Genesis' ability to resolve a technical issue with a Genesis product and may require the customer to upgrade to properly service the customer.

#### 11. Entire Agreement

This document is representative of the entire Agreement between Genesis and Customer. No document or term that is not attached to this Agreement, even if referenced herein, will create any additional term or obligation to any party.

#### 12. Acceptance of terms

Last updated 2/29/2024

Signatures of an authorized representative of Genesis and of Customer on quotation serve as acceptance of the above stated terms and conditions.

The Genesis Group • 5800 Eagles Nest Blvd. • Tyler • Texas • 75703

Voice: 903.787.7400 • Fax: 903.787.7460 • <a href="https://www.GenesisWorld.com">https://www.GenesisWorld.com</a> • <a href="mailto:Renewals@GenesisWorld.com">Renewals@GenesisWorld.com</a> • <a href="mailto:Renewals@GenesisWorld.com">Renewals@GenesisWo

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# 



**Essential Service Agreement** 

Rachel.Johnston@genesisworld.com

OUOTE #:

WARR 13125A

End User:

Warren County, OH client #0202

Quoted To:

**End User** 

Attn:

**Corey Burton** 

Quotation date:

1/13/2025

Valid Through:

4/13/2025

Dates Covered:

4/1/2025 - 3/31/2026

Term Length:

1-Year

SUMMARY - Essential Service Agreement includes telephone and remote support, system analysis, software updates and upgrades from 8:00 am-5:00 pm CST Mon. - Fri. System down emergencies are supported 24/7. On- site work, training, and hardware are excluded but can be quoted upon request.

	Details:	Qty	Per Year	Extended
1	GW3-OTA for p25 (primary)	1	\$8,234	\$8,234
	Basic Core plus: 1 Year Archiving, Affiliation, Channel Status,		777 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
	SAM/ Clonewatch, GenSPOut, Full Reports, Sys Vista,	account of the first of the fir		
	System Summary, Talkgroups (unlimited)	THE PROPERTY OF THE PROPERTY O		
			Total	\$8,234

#### **Purchase Instructions:**

- PRICES: All prices are expressed in U.S. Dollars and are payable in U.S. Dollars. Please make all checks and wire transfers payable to GenCore Candeo, Ltd. Contact Genesis for Bank Wire Transfer Instructions.
- TAXES: The above quoted price does not include any applicable state or local taxes. If applicable, they will be calculated at the time of purchase and reflected on your invoice.
- PAYMENT TERMS: Submit Purchase Order to: Orders@genesisworld.com Net 30 days. Please remit payment to: GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, Texas 75703
- SUPPORT: Full list of provisions for the Genesis Essential Service Agreement are available upon request or on our website: https://genesisworld.com/serviceagreements

	U.S. Dollars. <u>Please make all checks and wire transfers payable to</u>
GenCore Candeo, Ltd. Contact Genesis for Bank Wire Transfer Insti	ructions.
2 TAXES: The above quoted price does not include any applicable st purchase and reflected on your invoice.	ructions . cate or local taxes. If applicable, they will be calculated at the time of
3 PAYMENT TERMS: Submit Purchase Order to: Orders@genesiswo 5800 Eagles Nest Blvd., Tyler, Texas 75703	orld.com Net 30 days. Please remit payment to: GenCore Candeo, Ltd.,
4 SUPPORT: Full list of provisions for the Genesis Essential Service A	Agreement are available upon request or on our website:
https://genesisworld.com/serviceagreements	Fig. 1
Printed Name, Warren County, OH	and conditions set forth by The Genesis Group.**  President  Title  Aud 5
Signature - Warren Coulty, OH  Caroline Gage  Printed Name - GenCore Candéd, Ltd. aka The Genesis Group	Orders + Service Coordinator Title
Signature - GenCore Candeb, Ltd. aka The Genesis Group	1/22/2025 Date

### Resolution

Number <u>25-0185</u>

Adopted Date February 11, 2025

AUTHORIZING AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH GONZALEZ COMPANIES LLC (DBA RA CONSULTANTS LLC) FOR THE DESIGN OF SOCIALVILLE TRANSMISSION MAIN PROJECT

WHEREAS, pursuant to Resolution #20-0927, adopted June 30, 2020, this Board entered into agreement with RA Consultants, LLC for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Socialville Transmission Main Project; and

WHEREAS, on August 19, 2024 the County received notification from RA Consultants, LLC that their assets were acquired by Gonzalez Companies, LLC, an Illinois limited liability company registered to do business in the State of Ohio as a Foreign limited liability company; and

WHEREAS, pursuant to Resolution #24-1202 adopted on September 17, 2024, this Board executed a consent to assignment and assumption of contract with Gonzalez Companies, LLC assigning the June 30, 2020, Socialville Transmission Main Project Contract to Gonzalez Companies, LLC; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional engineering services related to, additional negotiations with the Ohio Department of Transportation for the roadway crossing at Western Row Road, and revised waterline alignments at the Western Row Road, Mercy Health, and at the Richard Renneker Water Treatment Plant; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 to the engineering agreement with RA Consultants, Inc. in the amount of \$74,140 creating a new contract price of \$496,654; as attached hereto and made a part hereof, subject to the following conditions:

- 1. The scope of services shall be as stipulated in the December 9, 2024 "Socialville Transmission Main – Additional Services" letter attached hereto and made a part hereof.
- 2. Compensation for the additional services shall be in accordance with the June 30, 2020 Engineering Contract, with the total additional compensation not to exceed \$74,140.

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

Mr. Grossmann – yea Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

cgb

c/a—RA Consultants, Inc. c/a—Gonzalez Companies, LLC **Project File** Water/Sewer (File)

#### AMENDMENT NO. 1 ENGINEERING AGREEMENT

THIS AMENDMENT NO. 1, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and Gonzalez Company, LLC doing business as RA Consultants LLC, 10856 Kenwood Road, Cincinnati, Ohio 45242 (hereinafter "CONSULTANT").

WHEREAS, Warren County and RA Consultants, LLC entered into an engineering agreement on June 30, 2020 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Socialville Transmission Main Project; and

WHEREAS, on August 19, 2024 the County received notification from RA Consultants, LLC that their assets were acquired by Gonzalez Companies, LLC, an Illinois limited liability company registered to do business in the State of Ohio as a Foreign limited liability company; and

WHEREAS, on September 17, 2024 this Board adopted Resolution 24-1202, executing a consent to assignment and assumption of contract with Gonzalez Companies, LLC assigning the June 30, 2020, Socialville Transmission Main Project Contract to Gonzalez Companies, LLC; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional engineering services related to additional negotiations with the Ohio Department of Transportation for the roadway crossing at Western Row Road, and revised waterline alignments at the Western Row Road, Mercy Health, and at the Richard Renneker Water Treatment Plant; and

**NOW, THEREFORE, IT IS AGREED** by and between the COUNTY and the CONSULTANT that the Socialville Transmission Main Project is hereby amended as follows:

#### **SCOPE OF SERVICES**

The contractual scope shall be modified as identified in the CONSULTANT's December 9, 2024 "Socialville Transmission Main – Additional Services" letter attached hereto and made a part hereof.

#### **COUNTY RESPONSIBILITIES**

The COUNTY shall supply the following data/additional services to the CONSULTANT:

- 1. Provide full information as to the requirements of the project.
- 2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.

3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

#### **SCHEDULE**

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the June 30, 2020 Agreement.

#### **COMPENSATION**

- 1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the CONSULTANT, in accordance with the June 30, 2020 Agreement.
- 2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$74,140.
- 3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

#### **TERMS & CONDITIONS**

Except as provided herein, the June 30, 2020 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the June 30, 2020 Engineering Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

### **CONSULTANT**:

IN EXECUTION WHEREOF, Gonz be executed by BARRY GRANT, its	calez Companies, LLC., has caused this Agreement to
pursuant to a resolution authorizing the same.	President, on the date stated,
	GONZALEZ COMPANIES, LLC
	SIGNATURE: OMY CENT
	NAME: BATTY GRANT
	TITLE: President
	DATE: 1/27/25
<u>C</u>	COUNTY:
IN EXECUTION WHEREOF,, the Verthis Agreement to be executed by Tom Gross date stated below, pursuant to Board Resolution	Warren County Board of Commissioners has caused on No. 25-0185, dated 2/11/25.
	WARREN COUNTY BOARD OF COMMISSIONERS
	SIGNATURE:
	NAME: Tom trossmann
	TITLE: President
	DATE: 2 11/25
Approved as to form:	
DAVID P. FORNSHELL, PROSECUTING ATTORNEY WARREN COUNTY, OHIO	

By: Adam Nice, Asst. Prosecutor

Bruce of Mc Gary



December 9, 2024

Mr. Chris Brausch, PE Director Warren County Water and Sewer Department 406 Justice Drive Lebanon, Ohio 45036

RE: Socialville Transmission Main - Additional Services

Mr. Brausch,

It has been a great pleasure for RA to serve Warren County Water & Sewer (the County) on the Socialville. Transmission Main project. In completing the work over this project's four-year lifespan, we have provided some services which we feel are beyond our original project scope:

- 1. Contract 3 Realignment After Preliminary Design: In July 2021, RA presented a 50% design package for the Socialville project which included a Contract 3 / Contract 4 water main alignment on the property of the planned Mercy Health Kings Mills Hospital. RA continued to develop the plans through 90% and was informed in June of 2022 that the County had reached an impasse in discussions with Mercy Health on an alignment through the parcel. At that time, RA was directed to realism the water main and coordinate with the Warren County Engineer's roadway design consultant to create a special three-sheet bid package of water main work along Columbia Road opposite of the Hospital. RA coordinated with the consultant to avoid roadway improvement features and develop format-specific content such as a unit price bid tabulation within the plan set. North of the special set extents, the project proceeded as a portion of Contract 4 and south of the special set extents the project proceeded as a stand-alone Contract 3 water main set. While redistributing plan sheets between contracts. RA helped the County manage areas of disturbance to minimize the need for NOI permitting with Ohio EPA. Bid-ready signed and sealed plans were delivered for the special set in November 2022. In April 2023, the County advised RA that the bid results returned unfavorably for the combined roadway and water main bid package. The water main was removed from the roadway package and RA proceeded with the development of a new stand-alone Contract 3 bid package along Columbia Road from Kings Island to Kings Mills Road and then east to a terminus at Oak Street. In realigning the water main, developing the special set, and then recombining the eventual Contract 3 set, RA incurred 247 hours of unforeseen effort and corresponding cost of \$29,150.
- 2. Request for a variance to ODOT's requirement for encased crossings of limited access right-of-way and realignment at Western Row Road (Contract 1): In reviewing the final plans for Contract 1 in March 2024, the County asked RA to realign the crossing of Western Row Road and change the method of crossing from jack and bore to horizontal directional drilling (HDD). Western Row Road is situated within ODOT limited access right-of-way which necessitates any carrier pipe



(ig. the water main) be installed within a steel encasement pipe. An HDD process will not result in an encased pipe, so the County asked RA to support dialogue with ODOT and the development of a request for a variance from the pipe encasement regulation. RA presented revised layouts to ODOT and drafted a variance request for consideration. Ultimately, the variance was declined by ODOT. The total process generated 41 hours and a cost of \$5.670.

- 3. Contract 1 Reconfiguration: After the ODOT variance was declined, the County asked for the water main to stay in the revised corridor as a jack & bore under Western Row Road. The realignment generated a revision to the Toebben parcel's easement and the need for new easement area and a vacated parcel area for Kings Island. The County asked for a design update to maintain the operation of an existing 10-inch cast iron main crossing Western Row Road. The request added a plan sheet for the 10-inch main extensions and additional easement area on Kings Island property. Previously, an alignment was established on the Columbia Commons parcel (including Army Corps of Engineering stream crossing permit approved in November 2021). In October 2024, the County requested a realignment of the proposed main on the Columbia Commons parcel which generated a new easement and revised plan/profiling. The reconfigurations generated 138 hours at a cost of \$16,210.
- 4. Contract 4 Reconfiguration: In October 2021, RA was given the direction to tie the 24-inch water main for Contract 4 in the yard area on the south side of the Richard Renneker Water Treatment Plant (outside of the High Service Building). Survey and design development proceeded accordingly. In the summer of 2024, direction was provided to move the connection location inside the High Service Building. Additionally, it was discovered that in the last two years, a fiber optic line was installed in the area of the proposed water main alignment along the east and north side of the treatment plant. The site was resurreced to capture the new work areas. Additionally, a structural design will be necessary to extend the transmission main through the footer wall and floor of the High Service Building. A structural design professional was not scoped in the original project budget. The plan adjustment is projected to generate 161 hours at a cost of \$23,110.

The efforts detailed above total to 587 hours with an associated impact of \$74,140. We greatly appreciate the opportunity to be of service to Warren County. Please let us know if there are any questions relating to this request.

Sincerely.

Daniel Martin, PE Project Manager

# Resolution

Number 25-0186

Adopted Date February 11, 2025

APPROVING THE VACATION OF AN EXISTING SANITARY SEWER EASEMENT FOR ABANDONED SANITARY SEWER LINES AT 5308 FIELDS-ERTEL ROAD IN DEERFIELD TOWNSHIP AND ENTER INTO A NEW EASEMENT AGREEMENT FOR SANITARY SEWER AND APPURTENANCES AT 5308 FIELDS-ERTEL ROAD WITH BW OH FIELDS ERTEL LLC

WHEREAS, this Board has deemed it necessary to vacate an existing sanitary sewer easement for a gravity sewer that was installed through 5308 Fields-Ertel Road in Deerfield Township; and

WHEREAS, this Board has deemed it necessary to obtain a new permanent easement for the operation and maintenance of sewer lines through the property located at 5308 Fields-Ertel Road in Deerfield Township.

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the vacation document for the aforementioned easement and to have the document recorded with the County Recorder; and

BE IT FURTHER RESOLVED, to approve and enter into easement agreement with BW OH Fields Ertel LLC for the permanent sanitary sewer easement on 5308 Fields-Ertel Road in Deerfield Township. Copy of said agreement is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

cc:

C/A—BW OH Fields Ertel LLC

Water/Sewer (file)

Easement file

Recorder (certified)

Bruce A. McGary Asst. Prosecutor

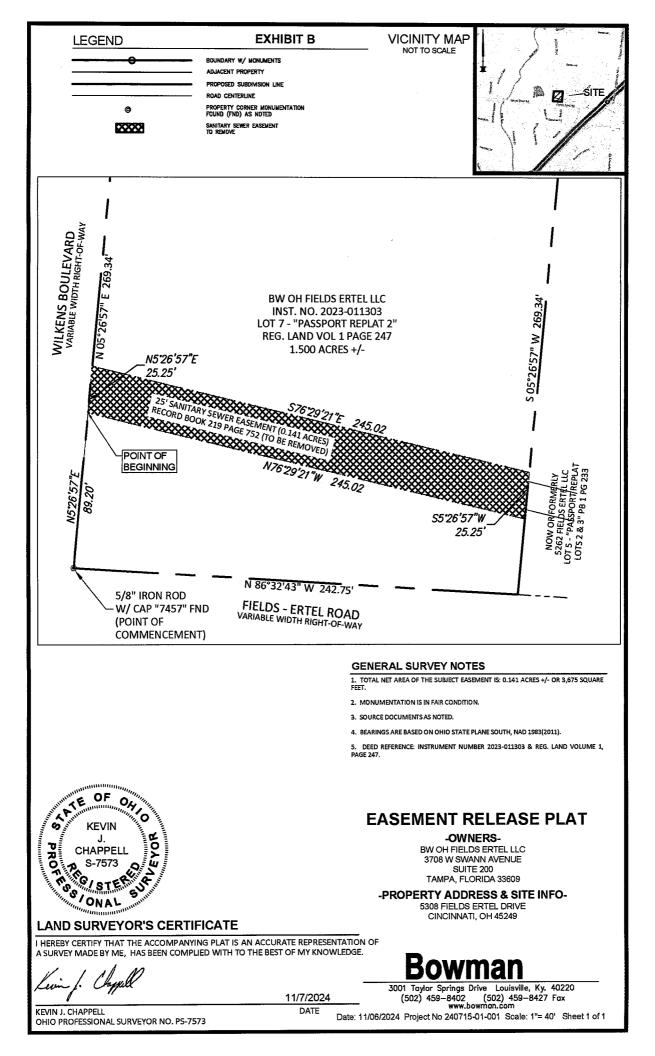
Know All Men By These Presents, that the Warren County Board of County Commissioners (being one and the same as "Warren County, Ohio) was granted a 25' SANITARY SEWER Easement across a part of the real estate identified as Parcel No. \_; and, that the said <u>25' SANITARY SEWER</u> Easement 16-32-475-006 was filed of public record on the 26TH day of September, 1984 at 7:01 a.m./p.m. in O.R. Volume 219, Page 752 in the office of the Recorder of Warren County, Ohio. Now, for and in consideration of the fact that the said easement is of no benefit to Warren County and it is in the interest of the general public to vacate said easement, the Warren County Board of County Commissioners does hereby ABANDON, CANCEL, NULLIFY, RELEASE, TERMINATE and VACATE the said 25' SANITARY SEWER Easement in, on, through, under and over the real estate which is particularly described in Exhibit "A" and illustrated in Exhibit "B". The vacated sanitary sewer main within said 25' SANITARY SEWER will be abandoned in place. The Warren County Board of County Commissioners does hereby authorize the Recorder of Warren County, Ohio to discharge the 25' SANITARY SEWER Easement from the public records of said County by recording this Vacation and the 25' SANITARY SEWER Easement shall be NULL and VOID and HELD FOR NAUGHT. IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed on the date-stated below by Bavid Q. Young, its President, on the dated stated below, pursuant to Resolution No. 4-0186, dated 2111125 authorizing such act. Tom Grossmann **GRANTOR: WARREN COUNTY** BOARD OF COUNTY COMMISSIONERS SIGNATURE: PRINTED NAME: David G Tom Grossmann TITLE: Commissioner DATE: <u>2 / 1 / 25</u> STATE OF OHIO, WARREN COUNTY, ss. BE IT REMEMBERED, on this I day of February 2026. before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be David G. Young, President of the Warren County Board of County Commissioners, the Granton in the foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to a Board Resolution authorizing such act. IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid. NOTARY PUBLIC MY COMMISSION EXPIRES [SEAL] PREPARED BY: LAURA K LANDER NOTARY PUBLIC • STATE OF OHIO Comm. No. 2017-RE-687973 My Commission Expires Dec. 26, 2027 APPROVED AS TO FORM: DAVID P. FORNSHELL PROSECUTING ATTORNEY WARREN COUNTY, OHIO

#### **Exhibit A**

SITUATED IN SECTION 32, TOWN 4, RANGE 2 DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING PART OF LOT # 7 OF PASSPORT SUBDIVISION REPLAT 2, AS RECORDED IN REGISTERED LAND PLAT BOOK 1, PAGE 246 & 247 OF THE RECORDS OF THE RECORDER'S OFFICE OF WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 OF THE PASSPORT SUBDIVISION REPLAT 2 AT A FOUND 5/8" IRON ROD, THENCE NORTH 5" 26'57" EAST 89.20 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG THE WEST BOUNDARY LINE OF LOT 7 NORTH 5°26'57" EAST, 25.25 FEET TO A POINT;

THENCE, LEAVING SAID WEST BOUNDARY LINE AND CONTINUING THROUGH THE LANDS OF LOT 7 SOUTH 76°29'21" EAST, 245.02 FEET TO A POINT ON THE EAST SIDE OF LOT 7; THENCE ALONG THE EAST SIDE OF LOT 7 SOUTH 5°26'57" WEST, 25.25 FEET TO A POINT; THENCE LEAVING SAID EAST BOUNDARY LINE AND PROCEEDING BACK THROUGH LOT 7 NORTH 76°29'21" WEST, 245.02 FEET TO THE POINT OF BEGINNING; CONTAINING 0.141 ACRES, MORE OR LESS.



 Grantor:
 BW OH FIELDS ERTEL LLC

 Property Address:
 5308 FIELDS-ERTEL ROAD

 Parcel Number:
 16-32-475-006

 Auditor's Account Number:
 0820586

### EASEMENT & AGREEMENT FOR WATERLINE & APPURTENANCES

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by

BW OH FIELDS ERTEL LLC , whose tax mailing address is 3708 W.

SWANN AVE., SUITE 200, TAMPA, FL. 33609 (hereinafter "Grantor"), and the

Warren County Board of County Commissioners, whose address is 406 Justice

Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is <u>FOR THE RELOCATION OF</u>
<u>EXISTING PUBLIC SANITARY SEWER INFASTRUCTURE TO A NEW ALIGNMENT</u>,
or other public utility purposes as may be deemed necessary hereafter by future
resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) <u>none.</u>

The permanent easement being granted herein is part of a parcel located in the <a href="Township of Deerfield">Township of Deerfield</a>, Warren County, Ohio, consisting of 1.50 acres, and being the same premises described in a deed recorded in Instrument Number # 2023-011303 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including

but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

- 2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee reentering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.
- 3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.
- 4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

#### **GRANTOR**

# T. Austin Simmons, President of IN EXECUTION WHEREOF, Brightwork Real Estate, If the duly

authorized	, , has set his/her hands to this instrument on
the date stated below, in accordance wit	th a corporate resolution, consent action, vote of
its directors or officers, or as otherwise a	authorized by Grantor's articles of incorporation,
constitution or by-laws.	
	GRANTOR:
	SIGNATURE:
	PRINTED NAME:
	TITLE: T. Austin Simmons, President of Brightwork Real Estate, Inc.
	DATE:
STATE OF FLORID ACOUNTY O	OF HUNTSBORGE
	ne 4th day of February 025, before
me, the subscriber, a Notary Public, in a	and for said County and State, personally on the to be Table Two Same (Whose title
is PRESIDENT, of , BRUE	AHTTUCKE KALESTATE INC., whose
name is subscribed hereto and he (she)	
acknowledged the signing and execution voluntary act and deed as its authorized	representative for the uses and purposes
stated in this instrument.	
	Notary Public:
[SEAL]	My Commission Expires:

Notary Public State of Florida Christina E Serra My Commission HH 340703 Expires 12/12/2026

#### **GRANTEE**:

Commissioners has caused this in President o <del>r Vice President</del> , on the	F, the Warren County Board of County estrument to be executed by by by costs of the county e date stated below, pursuant to Resolution Number
	WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
	Signature:
	Printed Name: Tom Grossman
	Title: President
	Date: 2 11/25
STATE OF OHIO, COUNTY OF V	VARREN, ss.
of the Warren County Board of authority granted to him or her to	day of <u>February</u> , 201—, before ic in and for said state, personally came an individual whose title is <b>President or Vice-President</b> County Commissioners, and pursuant to the act on its behalf, and while acting in such official ning thereof to be his or her voluntary act and deed.
[SEAL]	Notary Publie: 4 To
Approved as to form by:	aramanananananananananananananananananan
DAVID FORNSHELL PROSECUTING ATTORNEY, WARREN COUNTY, OHIO	LAURA K LANDER  NOTARY PUBLIC • STATE OF OHIO  Comm. No. 2017-RE-687973  My Commission Expires Dec. 26, 2027
By Assistant Prosecutor	THE STATE OF THE S
Pate: refusery 7, 2025	
	Owner(s):
	Property Address: Parcel Number:
	Auditor's Account Number:
	(eff. 10/10/07)

WHEREAS, nothing in Chapter 163 of the Revised Code [Appropriation of Property] precludes a person from voluntarily conveying his property, or a part thereof, including an easement across such property for public purposes, when a governmental agency offers to purchase the property, a part thereof or easement across such property; and,

WHEREAS, any such voluntary conveyance of a property, or a part thereof, including an easement across such property for public purposes, to a governmental agency is deemed for all purposes to be a sale under the threat of eminent domain in accordance with Ohio Rev. Code § 163.02; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may appropriate real property only after it obtains an appraisal of the property and provides a copy of the appraisal to the owner or, if more than one, each owner or to the guardian or trustee of each owner, at or before the time a governmental agency makes its first offer to acquire the property or the interest therein; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a fair market value of ten thousand dollars (\$10,000.00) or less; and,

WHEREAS, the Warren County Board of County Commissioners adopted Resolution No. 08-1093, dated July 17, 2008, that sets forth the procedure for waiving an appraisal as permitted in Ohio Rev. Code § 163.04 (C), as follows: Board hereby establishes a policy of waiving appraisals in accordance with Ohio Rev. Code § 163.04 (C), where the fair market value of an easement is estimated to be less than ten thousand dollars (\$10,000), for the following general circumstances:

- Assessment projects where the property owners shall be beneficiaries of the project; and/or,
- Projects where the property owners have requested that an appraisal not be performed.

WHEREAS, the Warren County Board of County Commissioners adopted Resolution No. 13-1618 dated November 5, 2013, determining the necessity for the Wayne-Massie Sewer District Improvement Area Project which consists of construction of upgrade and extension of the 6-inch forcemain along State route 73 to a 12-inch forcemain and replacing the Fifty Springs and Maple Street sanitary lift stations, ("Project") for public use and purposes; and,

WHEREAS, the Project necessitates Warren County to acquire an easement across the property identified above.

THEREFORE, in consideration of mutual promises, the receipt and sufficiency are hereby stipulated, the undersigned owner(s) of the property identified above does hereby knowingly and intelligently: (i) acknowledge its rights under Ohio Rev. Code § 163.04, et seq. to receive an appraisal of the property identified above for the Project; (ii) waive(s) the right to receive an appraisal of the property identified above for the Project; and, (iii) acknowledge Warren County's obligation to provide it with an appraisal of the property identified above for the Project and does further release and discharge Warren County and its agents, departments, employees and officials from providing the undersigned owner with an appraisal.

IN EXECUTION WHEREOF, the undersigned owner having had a sufficient opportunity to read this Waiver and having prior to signing it reviewed it with the assistance of legal counsel or elected not to review it with the assistance of legal

counsel, does acknowledge that that its contents are fully and completely understood and shall be bound by its terms.

OWNER:

SIGNATURE:

PRINTED NAME:

I. Austin Simmons, President of TITLE:

Brightwork Real Estate, Inc.

DATE:

#### **Exhibit A**

SITUATED IN SECTION 32, TOWN 4, RANGE 2 DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING PART OF LOT # 7 OF PASSPORT SUBDIVISION REPLAT 2, AS RECORDED IN REGISTERED LAND PLAT BOOK 1, PAGE 246 & 247 OF THE RECORDS OF THE RECORDER'S OFFICE OF WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 OF THE PASSPORT SUBDIVISION REPLAT 2 AT A FOUND 5/8" IRON ROD, THENCE NORTH 5" 26'57" EAST 73.13 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG THE WEST BOUNDARY LINE OF LOT 7 NORTH 5°26'57" EAST, 34.95 FEET TO A POINT;

THENCE, LEAVING SAID WEST BOUNDARY LINE AND CONTINUING THROUGH THE LANDS OF LOT 7 SOUTH 40°13'02" EAST, 63.79 FEET TO A POINT;

THENCE, SOUTH 3°27'17" WEST, 36.87 FEET TO A POINT;

THENCE SOUTH 86°32'46" EAST, 147.95 FEET TO A POINT;

THENCE NORTH 50°11'16" EAST, 67.95 FEET TO A POINT ON THE EAST SIDE OF LOT 7;

THENCE ALONG THE EAST SIDE OF LOT 7 SOUTH 5°26'57" WEST, 35.52 FEET TO A POINT;

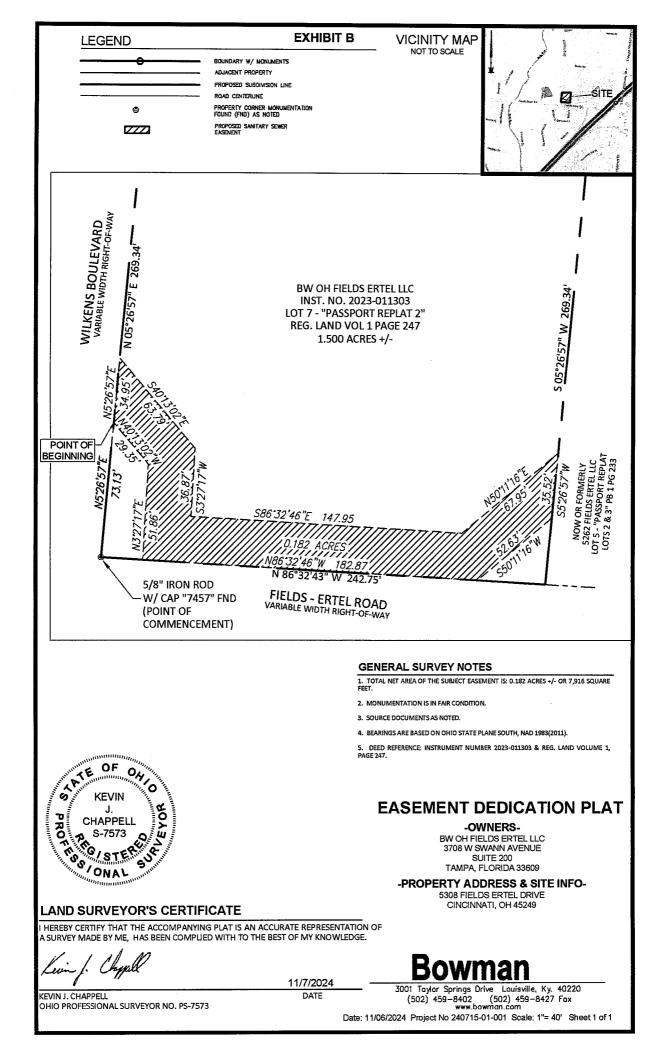
THENCE LEAVING SAID EAST BOUNDARY LINE AND PROCEEDING BACK THROUGH LOT 7 SOUTH 50°11'16" WEST, 52.63 FEET TO A POINT:

THENCE NORTH 86°32'46" WEST, 182.87 FEET TO A POINT;

THENCE NORTH 3°27'17" EAST, 51.86 FEET TO A POINT:

THENCE NORTH 40°13'02" WEST, 29.35 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.182 ACRES, MORE OR LESS.



# Resolution

Number 25-0187

Adopted Date February 11, 2025

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

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

- Rock River LAR-15 Serial #KT1066732
- Rock River LAR-15 Serial #KT1066733
- Rock River LAR-15 Serial #KT1066734

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

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

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

cc:

Sheriff (file)

B. Quillen – Auditor's Office

# Resolution

Number 25-0188

Adopted Date February 11, 2025

#### ACKNOWLEDGING RECEIPT OF JANUARY 2025 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the January 2025 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

cc:

Auditor (file)

S. Spencer

Krystal Powell



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES.	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALLANCE
1101	GENERAL FUND	100,932,250.79	7,598,648.78	9,909,999.45	98,620,900.12	1,224,400.65	99,845,300.77
2201	SENIOR CITIZENS SERVICE LEVY	6,617,556.53	0.00	816,383.00	5,801,173.53	2,200.00	5,803,373.53
2202	MOTOR VEHICLE	12,700,819.05	1,012,068.65	1,322,552.16	12,390,335.54	435,461.52	12,825,797.06
2203	HUMAN SERVICES	1,372,633.52	479,233.06	694,446.55	1,157,420.03	57,414.10	1,214,834.13
2204	COVID19 EMERGENCY RENTAL ASSIS	1,665,539.70	0.00	3,000.00	1,662,539.70	3,000.00	1,665,539.70
2205	BOARD OF DEVELOPMENTAL DISABIL	33,717,165.68	715,923.87	11,662,761.39	22,770,328.16	144,534.31	22,914,862.47
2206	DOG AND KENNEL	426,247.43	129,292.45	47,748.88	507,791.00	593.89	508,384.89
2207	LAW LIBRARY RESOURCES FUND	155,479.61	28,245.84	34,065.70	149,659.75	26,929.21	176,588.96
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	25.69	0.00	25.69
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	5,136,168.23	0.00	130,939.00	5,005,229.23	92,767.00	5,097,996.23
2212	ONEOHIO OPIOID SETTLEMENT FUND	1,385,071.48	0.00	0.00	1,385,071.48	0.00	1,385,071.48
2213	TOURISM & ECON DEV SUPPORT FUN	0.00	0.00	0.00	0.00	0.00	0.00
2214	CHILD ADVOCACY CENTER	0.00	0.00	0.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	10,155.84	0.00	0.00	10,155.84	0.00	10,155.84
2216	RECORDER TECH FUND 317.321	287,969.62	11,136.00	9,158.62	289,947.00	3,460.52	293,407.52
2217	<b>BOE TECHNOLOGY FUND 3501.17</b>	1,126,659.81	0.00	0.00	1,126,659.81	0.00	1,126,659.81
2218	COORDINATED CARE	639,441.37	82,936.50	43,810.94	678,566.93	28,509.94	707,076.87
2219	WIRELESS 911 GOVERNMENT ASSIST	547,131.58	23,013.54	35,541.68	534,603.44	0.00	534,603.44
2220	CP INDIGENT DRVR INTRLK/MONITG	14,157.27	133.14	0.00	14,290.41	0.00	14,290.41
2221	CC/MC INDIGENT DRIVER INTERLOC	125,471.89	698.95	0.00	126,170.84	0.00	126,170.84
2222	JUV INDIGENT DRIVER INTERLOCK	3,686.34	0.00	0.00	3,686.34	0.00	3,686.34
2223	PROBATE/JUVENILE SPECIAL PROJ	311,026.74	2,617.89	0.00	313,644.63	0.00	313,644.63
2224	COMMON PLEAS SPECIAL PROJECTS	184,537.26	6,080.00	48,337.08	142,280.18	750.00	143,030.18
2227	PROBATION SUPERVISION 2951.021	803,027.18	63,367.66	21,871.22	844,523.62	3,346.63	847,870.25
2228	MENTAL HEALTH GRANT	220,575.56	18,400.17	23,938.80	215,036.93	15,455.04	230,491.97



	DEALANCE 2,301,221.43 71,082.10 213,246.13 42,980.00 7,408,115.02 149,278.22
, , , , , , , , , , , , , , , , , , , ,	213,246.13 42,980.00 7,408,115.02
2232 COUNTY LODGINGS TAX (FKA 7731) 242,397.89 213,246.13 242,397.89 213,246.13 0.00	42,980.00 7,408,115.02
	7,408,115.02
2233 DOMESTIC SHELTER 40,227.00 2,753.00 0.00 42,980.00 0.00	• •
2237 REAL ESTATE ASSESSMENT 7,493,357.06 275.00 256,459.80 7,237,172.26 170,942.76 7	149,278.22
2238 WORKFORCE INVESTMENT BOARD 113,571.15 110,177.72 145,010.05 78,738.82 70,539.40	
2243 JUVENILE GRANTS 323,125.43 0.00 2,202.90 320,922.53 1,895.94	322,818.47
2245 CRIME VICTIM GRANT FUND 15,738.58 13,520.70 5,365.33 23,893.95 0.00	23,893.95
2246 JUVENILE INDIGENT DRIVER ALCOH 22,538.05 60.00 0.00 22,598.05 0.00	22,598.05
2247 FELONY DELINQUENT CARE/CUSTODY 436,906.63 299,986.02 165,479.93 571,412.72 15,421.87	586,834.59
2248 TAX CERTIFICATE ADMIN FUND 26,534.23 0.00 378.00 26,156.23 0.00	26,156.23
2249 DTAC-DELINQ TAX & ASSESS COLLE 831,986.64 10,004.04 16,528.16 825,462.52 185.84	825,648.36
2250 CERT OF TITLE ADMIN FUND 3,141,547.29 191,662.68 149,294.35 3,183,915.62 2,077.45 3	3,185,993.07
2251 COAP GRANT - OPIOD ABUSE PROG 0.00 0.00 0.00 0.00 0.00	0.00
2252 WC TECHNOLOGY CRIMES UNIT 0.00 0.00 0.00 0.00 0.00 0.00	0.00
2253 COUNTY COURT PROBATION DEPT 0.00 0.00 0.00 0.00 0.00	0.00
2254 CCMEP/TANF 84,066.18 88,956.91 88,006.74 85,016.35 5,962.32	90,978.67
2255 MUNICIPAL VICTIM WITNESS FUND 68,622.57 25,000.00 11,885.52 81,737.05 0.00	81,737.05
2256 WARREN COUNTY SOLID WASTE DIST 1,006,742.39 15,689.27 21,494.74 1,000,936.92 0.00 1	1,000,936.92
2257 OHIO PEACE OFFICER TRAINING 289,474.34 43,454.57 3,467.00 329,461.91 767.00	330,228.91
2258 WORKFORCE INVESTMENT ACT FUND 211,004.57 14,367.07 13,592.98 211,778.66 3,225.92	215,004.58
2259 JTPA 0.00 0.00 0.00 0.00 0.00	0.00
2260 OHIO WORKS INCENTIVE PROGRAM 0.00 0.00 0.00 0.00 0.00	0.00
2261 PASS THROUGH GRANTS 57,094.21 0.00 57,094.21 0.00 0.00	0.00
2262 COMMUNITY CORRECTIONS MONITORI 966,959.56 17,922.25 26,443.89 958,437.92 18,322.45	976,760.37
2263 CHILD SUPPORT ENFORCEMENT 2,047,037.77 109,102.86 314,326.07 1,841,814.56 2,419.52 1	1,844,234.08
2264 EMERGENCY MANAGEMENT AGENCY 312,303.97 39,807.60 31,369.36 320,742.21 234.00	320,976.21



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2265	COMMUNITY DEVELOPMENT	614,399.80	95,194.97	86,173.68	623,421.09	10,143.00	633,564.09
2266	COMM DEV-ENT ZONE MONITOR FEES	118,063.00	0.00	0.00	118,063.00	0.00	118,063.00
2267	LOEB FOUNDATION GRANT	24.73	20,000.00	0.00	20,024.73	0.00	20,024.73
2268	INDIGENT GUARDIANSHIP FUND	303,741.32	1,570.00	0.00	305,311.32	0.00	305,311.32
2269	INDIGENT DRIVER ALCOHOL TREATM	818,061.76	6,324.59	8,778.25	815,608.10	0.00	815,608.10
2270	JUVENILE TREATMENT CENTER	151,578.57	335,015.90	159,188.14	327,406.33	205.28	327,611.61
2271	DTAC-PROSECUTOR ORC 321.261	416,504.11	0.00	12,745.06	403,759.05	0.00	403,759.05
2272	CP INDIGENT DRVR ALC TREATMT	65,687.41	0.00	0.00	65,687.41	0.00	65,687.41
2273	CHILDREN SERVICES	6,513,959.65	355,109.93	844,392.78	6,024,676.80	375,813.79	6,400,490.59
2274	COUNTY COURT COMPUTR 1907.261A	100,228.80	1,282.00	36.73	101,474.07	0.00	101,474.07
2275	COUNTY CRT CLK COMP 1907,261B	153,799.72	3,991.00	0.00	157,790.72	0.00	157,790.72
2276	PROBATE COMPUTER 2101.162	113,401.63	534.00	0.00	113,935.63	0.00	113,935.63
2277	PROBATE CLERK COMPUTR 2101.162	325,797.01	1,780.00	0.00	327,577.01	0.00	327,577.01
2278	JUVENILE CLK COMPUTR 2151.541	71,292.84	1,002.92	0.00	72,295.76	0.00	72,295.76
2279	JUVENILE COMPUTER 2151.541	54,848.44	304.18	. 0.00	55,152.62	0.00	55,152.62
2280	COMMON PLEAS COMPUTER 2303.201	108,835.24	1,128.00	0.00	109,963.24	0.00	109,963.24
2281	DOMESTIC REL COMPUTER 2301.031	9,215.43	129.00	0.00	9,344.43	0.00	9,344.43
2282	CLERK COURTS COMPUTER 2303.201	810,971.66	6,149.00	0.00	817,120.66	0.00	817,120.66
2283	COUNTY CT SPEC PROJ 1907.24B1	2,387,763.20	32,837.89	10,520.80	2,410,080.29	3,405.09	2,413,485.38
2284	COGNITIVE INTERVENTION PROGRAM	414,020.66	3,729.95	6,387.05	411,363.56	5,775.20	417,138.76
2285	CONCEALED HANDGUN LICENSE	784,649.94	5,443.75	8,408.93	781,684.76	0.00	781,684.76
2286	SHERIFF-DRUG LAW ENFORCEMENT	5,177.89	0.00	0.00	5,177.89	0.00	5,177.89
2287	SHERIFF-LAW ENFORCEMENT TRUST	443,091.76	18,425.19	1,302.14	460,214.81	1,302.14	461,516.95
2288	COMM BASED CORRECTIONS DONATIO	12,400.99	5,000.00	0.00	17,400.99	0.00	17,400.99
2289	COMMUNITY BASED CORRECTIONS	181,006.53	169,639.00	109,205.79	241,439.74	2,581.25	244,020.99
2290	HAZ MAT EMERG PLAN SPEC FUND	5.76	27,119.00	27,118.36	6.40	0.00	6.40
2291	SHERIFF-D.A.R.E. PROGRAM	2,331.54	1,525.00	0.00	3,856.54	0.00	3,856.54



2292       TRAFFIC SAFETY PROGRAM-SHERIFF       0.00	0.00 26,012.00 8,286.66 44,122.46 47,144.73 48,836.13 00,432.46
2294       SHERIFF DARE LAW ENFORC GRANT       4,143.33       8,286.67       4,143.34       8,286.66       0.00         2295       TACTICAL RESPONSE UNIT       34,458.01       9,426.24       0.00       43,884.25       238.21       4         2296       COMP REHAB DWNPMT ASST COMMDEV       47,144.73       0.00       0.00       47,144.73       0.00	8,286.66 44,122.46 47,144.73 48,836.13
2295 TACTICAL RESPONSE UNIT 34,458.01 9,426.24 0.00 43,884.25 238.21 4 2296 COMP REHAB DWNPMT ASST COMMDEV 47,144.73 0.00 0.00 47,144.73 0.00	14,122.46 17,144.73 18,836.13
2296 COMP REHAB DWNPMT ASST COMMDEV 47,144.73 0.00 0.00 47,144.73 0.00	47,144.73 48,836.13
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	18,836.13
2297 ENFORCEMT & EDUCATN 4511.19G5A 148,606.13 230.00 0.00 148,836.13 0.00 14	•
	00,432.46
2298 REHAB INC FUNDS 100,432.46 0.00 0.00 100,432.46 0.00 10	
2299 COUNTY TRANSIT 1,200,930.58 302,259.15 279,237.25 1,223,952.48 0.00 1,23	23,952.48
3327 BOND RETIREMENT SPECIAL ASSMT 68,133.64 0.00 0.00 68,133.64 0.00	88,133.64
3360 STATE OPWC LOAN 0.00 112,715.70 0.00 112,715.70 0.00 1	12,715.70
3368 2013 RADIO SYSTEM BONDS 0.00 0.00 0.00 0.00 0.00	0.00
3384 TAX INCREMENT FINANCING - P&G 0.00 0.00 0.00 0.00 0.00	0.00
3393 RID BOND GREENS OF BUNNEL 2,431,017.00 0.00 0.00 2,431,017.00 0.00 2,43	31,017.00
3395 JAIL BONDS 2019 0.00 0.00 0.00 0.00 0.00	0.00
4401 COUNTY WIDE FINANCIAL SOFTWARE 19,651.29 0.00 0.00 19,651.29 0.00	19,651.29
4430 DEFAULTED SUBDIVISION SPEC ASM 399,158.40 0.00 0.00 399,158.40 0.00 39	9,158.40
4431 SOCIALVILLEFOSTERSBRIDGE&WALL 0.00 0.00 0.00 0.00 0.00	0.00
4432 EDWARDSVILLE ROAD BRIDGE 0.00 0.00 0.00 0.00 0.00	0.00
4433 MIDDLEBORO RD BRIDGE REHAB 0.00 0.00 0.00 0.00 0.00	0.00
4434 LIBERTY WAY/MASON RD TURN LANE 0.00 0.00 0.00 0.00 0.00	0.00
4435 STROUT RD BRIDGE 207-0.02 0.00 0.00 0.00 0.00 0.00	0.00
4436 ZOAR RD IMPROVEMENT PROJECT 0.00 0.00 0.00 0.00 0.00	0.00
4437 KING AVE BRIDGE PROJECT 600,682.55 0.00 0.00 600,682.55 0.00 60	0,682.55
4438 NB COLUMBIA/3C RIGHT TURN LN 0.00 0.00 0.00 0.00 0.00	0.00
4439 VARIOUS WATER ASSESSMENT PROJE 0.00 0.00 0.00 0.00 0.00	0.00
4449 VARIOUS SEWER ASSESSMENT PROJE 0.00 0.00 0.00 0.00 0.00	0.00
4450 ESTATES OF KEEVER CREEK ROAD P 0.00 0.00 0.00 0.00 0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4451	ROAD INFRASTRUCTURE	9,896,902.97	2,000.00	0.00	9,898,902.97	0.00	9,898,902.97
4452	STEPHENS RD BRIDGE REPLACEMENT	215,835.55	0.00	0.00	215,835.55	0.00	215,835.55
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	176,754.34	0.00	0.00	176,754.34	0.00	176,754.34
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	22,355.07	0.00	0.00	22,355.07	0.00	22,355.07
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	8,387.27	0.00	0.00	8,387.27	0.00	8,387.27
4461	TOWNSHIP LINE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	2,000.00	2,000.00
4462	COUNTY RD #182 BRIDGE REHAB	144,439.85	0.00	840.00	143,599.85	0.00	143,599.85
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4464	GROG RUN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4465	BUTLER WARREN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,565,927.08	0.00	304,147.50	6,261,779.58	0.00	6,261,779.58
4479	AIRPORT CONSTRUCTION	448,774.59	413,271.12	0.00	862,045.71	0.00	862,045.71
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,282,460.61	0.00	0.00	1,282,460.61	0.00	1,282,460.61
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	8,112,829.19	0.00	1,686,138.04	6,426,691.15	1,425,215.72	7,851,906.87
4492	COMMUNICATION PROJECTS	4,535,504.63	0.00	285,578.46	4,249,926.17	241,007.21	4,490,933.38
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,889,239.70	0.00	287,968.99	1,601,270.71	64,015.58	1,665,286.29
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,015,619.13	0.00	0.00	8,015,619.13	0.00	8,015,619.13

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4498 COUNTY FAIRGROUNDS CONSTRUCTN 4499 JUVENILE/PROBATE CT EXPANSION 472,507.59 0.00 0.00 0.00 472,607.59 5510 WATER REVENUE 26,267,866.612 2,058,133.62 2,577,809.31 25,748,190.43 175,555.63 25,223,546.06 5574 LOWER LITTLE MIAMI WASTEWATER 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6510         WATER REVENUE         26,267,866.12         2,058,133.62         2,577,809.31         25,748,190.43         175,355.63         25,823,546.06           5574         LOWER LITTLE MIAMI WASTEWATER         0.00         0.00         0.00         0.00         0.00         0.00           5575         SEWER CONST PROJECTS         2,366,639.43         146,573.53         224,166.86         2,289,046.10         51,404.63         2,340,609.33           5581         SEWER REVENUE         29,280,866.29         1,185,204.85         1,410,750.21         29,055,319.93         446,723.41         29,502,043.34           5581         SEWER IMPROV-WC VOCATIONAL SCH         123,002.93         6,281.47         0.00         232,884.40         0.00         329,884.40         0.00         329,884.40         0.00         329,884.40         0.00         329,884.40         0.00         329,884.40         0.00         329,884.40         0.00         329,884.40         0.00         329,884.40         0.00         329,884.40         0.00         324,043.32         222,40,433.36         6581         42,125,624.58         114,808.78         22,40,433.36         6581         VENICLE MAINTENANCE ROTARY         103,860.55         42,594.19         51,835.42         94,439.32         222,35.52         11,64,672.84         <	4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	and the state of t	
5574         LOWER LITTLE MIAMI WASTEWATER         0.00         0.00         0.00         0.00         0.00         0.00         0.00           5575         SEWER CONST PROJECTS         2,366,639,43         146,573,53         224,166,86         2,289,046,10         51,404,83         2,340,450,93           5580         SEWER REVENUE         29,280,866,29         1,185,204,85         1,410,750,21         29,055,319,93         446,723,41         29,502,043,34           5581         SEWER IMPROV-WC VOCATIONAL SCH         323,862,93         6,281,47         0.00         329,884,40         0.00         0.29,884,40         0.00         239,884,40         0.00         329,884,40         0.00         329,884,40         0.00         329,884,40         0.00         329,884,40         0.00         329,884,40         0.00         333,947,98         110,000,00         329,884,40         0.00         343,947,98         110,000,00         343,947,98         110,000,00         343,947,98         120,000,00         343,947,98         110,000,00         343,947,98         110,000,00         343,947,98         110,000,00         343,947,98         110,000,00         343,947,98         110,000,00         344,624,00         0.00         10,675,624,63         19,842,946,64         1,982,914,64,64         1,982,914         156	4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5575         SEWER CONST PROJECTS         2,366,639.43         146,573.53         224,166.86         2,289,046.10         51,404.83         2,340,459.93           5580         SEWER REVENUE         29,280,865.29         1,185,204.85         1,410,750.21         29,055,319.93         446,723.41         29,502,043.34           5581         SEWER IMPROV-WC VOCATIONAL SCH         323,602.93         6,281.47         0.00         329,884.40         0.00         329,884.40           5583         WATER CONST PROJECTS         92,2568.24         1,300,911.58         97,855.24         2,125,624.58         114,808,78         2,240,433.36           5590         STORM WATER TIER 1         344,624.20         0.00         10,676.22         333,947.98         10,000.00         343,947.86           6630         SHERIFF'S POLICING REVOLV FUND         612,679.13         1,595,675.20         666,307.79         1,542,046.54         1,986.91         1,544,033.45           6631         COMMUNICATIONS ROTARY         262,597.01         2,314.25         1,993.03         262,918.23         773.34         263,691.57           6632         HEALTH INSURANCE         1,542,041.49         2,092,216.44         2,324,457.22         1,312,800.71         484,375.06         1,797,175.77           6636         WO	5510	WATER REVENUE	26,267,866.12	2,058,133.62	2,577,809.31	25,748,190.43	175,355.63	25,923,546.06
5580         SEWER REVENUE         29,280,865.29         1,185,204.85         1,410,750.21         29,055,319.93         446,723.41         29,502,043.34           5581         SEWER IMPROV-WC VOCATIONAL SCH         323,602.93         6,281.47         0.00         329,884.40         0.00         329,884.40           5583         WATER CONST PROJECTS         922,568.24         1,300,911.58         97,855.24         2,125,624.58         114,808.78         2,240,433.36           5590         STORM WATER TIER 1         344,624.20         0.00         10,676.22         333,947.98         10,000.00         343,947.98           6619         VEHICLE MAINTENANCE ROTARY         103,680.55         42,594.19         51,835.42         94,439.32         22,2233.62         116,672.84           6630         SHERIFF'S POLICING REVOLV FUND         612,679.13         1,595,675.20         666,307.79         1,542,046.54         1,986.91         1,544,033.45           6631         COMMUNICATIONS ROTARY         262,597.01         2,314.25         1,993.03         262,918.23         773.34         263,691.57           6631         COMMUNICATIONS ROTARY         1,564,041.49         2,092,216.44         2,321,457.22         1,312,800.71         484,375.06         1,797,175.77         465.20         4,467.22 <t< td=""><td>5574</td><td>LOWER LITTLE MIAMI WASTEWATER</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td></t<>	5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5581         SEWER IMPROV-WC VOCATIONAL SCH         323,602.93         6,281.47         0.00         329,884.40         0.00         329,884.40           5583         WATER CONST PROJECTS         922,568.24         1,300,911.58         97,855.24         2,125,624.58         114,808.78         2,240,433.36           5590         STORM WATER TIER 1         344,624.20         0.00         10,676.22         333,947.98         10,000.00         343,947.98           6619         VEHICLE MAINTENANCE ROTARY         103,680.55         42,594.19         51,835.42         94,439.32         22,233.52         116,672.84           6630         SHERIFF'S POLICING REVOLV FUND         612,679.13         1,595,675.20         666,307.79         1,542,046.54         1,986.91         1,544,033.45           6631         COMMUNICATIONS ROTARY         262,597.01         2,314.25         1,993.03         262,918.23         773.34         263,691.57           6631         HEALTH INSURANCE         1,554,041.49         2,092,216.44         2,321,457.22         1,312,800.71         484,375.06         1,797,175.77           6636         WORKERS COMP SELF INSURANCE         1,508,153.27         0.00         220,433.30         1,227,958.44         158,410.67         1,456,370.11           6637         PROPERTY & C	5575	SEWER CONST PROJECTS	2,366,639.43	146,573.53	224,166.86	2,289,046.10	51,404.83	2,340,450.93
5583         WATER CONST PROJECTS         922,568,24         1,300,911.58         97,855.24         2,125,624.58         114,808.78         2,240,433.36           5590         STORM WATER TIER 1         344,624.20         0.00         10,676.22         333,947.98         10,000.00         343,947.98           6619         VEHICLE MAINTENANCE ROTARY         103,680.55         42,594.19         51,835.42         94,439.32         22,233.52         116,672.84           6630         SHERIFF'S POLICING REVOLV FUND         612,679.13         1,595,675.20         666,307.79         1,542,046.54         1,986.91         1,544,033.45           6631         COMMUNICATIONS ROTARY         262,597.01         2,314.25         1,993.03         262,918.23         773.34         263,691.57           6632         HEALTH INSURANCE         1,542,041.49         2,092,216.44         2,321,457.22         1,312,800.71         484,375.06         1,797,175.77           6636         WORKERS COMP SELF INSURANCE         1,508,153.27         0.00         210,193.83         1,297,959.44         158,410.67         1,456,370.11           6637         PROPERTY & CASUALTY INSURANCE         255,873.72         0.00         3,247.00         252,626.72         3,247.00         255,873.72           6650         GASOLINE	5580	SEWER REVENUE	29,280,865.29	1,185,204.85	1,410,750.21	29,055,319.93	446,723.41	29,502,043.34
5590         STORM WATER TIER 1         344,624.20         0.00         10,676.22         333,947.98         10,000.00         343,947.98           6619         VEHICLE MAINTENANCE ROTARY         103,680.55         42,594.19         51,835.42         94,439.32         22,233.52         116,672.84           6630         SHERIFF'S POLICING REVOLV FUND         612,679.13         1,595,675.20         666,307.79         1,542,046.54         1,986.91         1,544,033.45           6631         COMMUNICATIONS ROTARY         262,597.01         2,314.25         1,993.03         262,918.23         773.34         263,691.57           6632         HEALTH INSURANCE         1,542,041.49         2,092,216.44         2,321,457.22         1,312,800.71         484,375.06         1,797,175.77           6636         WORKERS COMP SELF INSURANCE         1,508,153.27         0.00         210,193.83         1,297,959.44         158,410.67         1,456,370.11           6637         PROPERTY & CASUALTY INSURANCE         255,873.72         0.00         3,247.00         252,626.72         3,247.00         255,873.72           6650         GASOLINE ROTARY         136,806.60         64,852.11         49,389.16         152,269.55         2,777.49         155,047.04           7707         P.E.R.S. ROTARY	5581	SEWER IMPROV-WC VOCATIONAL SCH	323,602.93	6,281.47	0.00	329,884.40	0.00	329,884.40
6619         VEHICLE MAINTENANCE ROTARY         103,680.55         42,594.19         51,835.42         94,499.32         22,233.52         116,672.84           6630         SHERIFF'S POLICING REVOLV FUND         612,679.13         1,595,675.20         666,307.79         1,542,046.54         1,986.91         1,544,033.45           6631         COMMUNICATIONS ROTARY         262,597.01         2,314.25         1,993.03         262,918.23         773.34         263,691,57           6632         HEALTH INSURANCE         1,542,041.49         2,092,216.44         2,321,457.22         1,312,800.71         484,375.06         1,797,175.77           6636         WORKERS COMP SELF INSURANCE         1,508,153.27         0.00         210,193.83         1,297,959.44         158,410.67         1,456,370.11           6637         PROPERTY & CASUALTY INSURANCE         255,873.72         0.00         3,247.00         252,626.72         3,247.00         255,873.72           6650         GASOLINE ROTARY         136,806.60         64,852.11         49,389.16         152,269.55         2,777.49         155,047.04           7707         P.E.R.S. ROTARY         2,703.44         0.00         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.49	5583	WATER CONST PROJECTS	922,568.24	1,300,911.58	97,855.24	2,125,624.58	114,808.78	2,240,433.36
6630         SHERIFF'S POLICING REVOLV FUND         612,679.13         1,595,675.20         666,307.79         1,542,046.54         1,986.91         1,544,033.45           6631         COMMUNICATIONS ROTARY         262,597.01         2,314.25         1,993.03         262,918.23         773.34         263,691.57           6632         HEALTH INSURANCE         1,542,041.49         2,092,216.44         2,321,457.22         1,312,800.71         484,375.06         1,797,175.77           6636         WORKERS COMP SELF INSURANCE         1,508,153.27         0.00         210,193.83         1,297,959.44         158,410.67         1,456,370.11           6637         PROPERTY & CASUALTY INSURANCE         255,873.72         0.00         3,247.00         252,626.72         3,247.00         255,873.72           6650         GASOLINE ROTARY         136,806.60         64,852.11         49,389.16         152,269.55         2,777.49         155,047.04           7707         P.E.R.S. ROTARY         2,703.44         0.00         0.00         2,703.44         0.00         2,003.70         2,407.95         0.00         217,021.90           7708         TOWNSHIP FUND         0.00         209,411.65         205,003.70         4,407.95         0.00         4,407.95           7713	5590	STORM WATER TIER 1	344,624.20	0.00	10,676.22	333,947.98	10,000.00	343,947.98
6631         COMMUNICATIONS ROTARY         262,597.01         2,314.25         1,993.03         262,918.23         773.34         263,691.57           6632         HEALTH INSURANCE         1,542,041.49         2,092,216.44         2,321,457.22         1,312,800.71         484,375.06         1,797,175.77           6636         WORKERS COMP SELF INSURANCE         1,508,153.27         0.00         210,193.83         1,297,959.44         158,410.67         1,456,370.11           6637         PROPERTY & CASUALTY INSURANCE         255,873.72         0.00         3,247.00         252,626.72         3,247.00         255,873.72           6650         GASOLINE ROTARY         136,806.60         64,852.11         49,389.16         152,269.55         2,777.49         155,047.04           7707         P.E.R.S. ROTARY         2,703.44         0.00         0.00         2,703.44         0.00         2,703.44         0.00         20,703.44         0.00         2,703.44         0.00         217,021.90         0.00         217,021.90         0.00         217,021.90         0.00         217,021.90         0.00         24,07.95         0.00         4,407.95         0.00         4,407.95         0.00         4,407.95         0.00         4,407.95         0.00         4,407.95         0.00 <td>6619</td> <td>VEHICLE MAINTENANCE ROTARY</td> <td>103,680.55</td> <td>42,594.19</td> <td>51,835.42</td> <td>94,439.32</td> <td>22,233.52</td> <td>116,672.84</td>	6619	VEHICLE MAINTENANCE ROTARY	103,680.55	42,594.19	51,835.42	94,439.32	22,233.52	116,672.84
6632         HEALTH INSURANCE         1,542,041.49         2,092,216.44         2,321,457.22         1,312,800.71         484,375.06         1,797,175.77           6636         WORKERS COMP SELF INSURANCE         1,508,153.27         0.00         210,193.83         1,297,959.44         158,410.67         1,456,370.11           6637         PROPERTY & CASUALTY INSURANCE         255,873.72         0.00         3,247.00         252,626.72         3,247.00         255,873.72           6650         GASOLINE ROTARY         136,806.60         64,852.11         49,389.16         152,269.55         2,777.49         155,047.04           7707         P.E.R.S. ROTARY         2,703.44         0.00         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         217,021.90         0.00         217,021.90         0.00         217,021.90         0.00         217,021.90         0.00         217,021.90         0.00         217,021.90         0.00         217,021.90         0.00         24,407.95         0.00         4,407.95         0.00         4,407.95         0.00         4,407.95         0.00         4,407.95         0.00         4,407.95         0.00         4,407.95         0.00         2,00,640.28         1,50,640.29         1,50,640.29	6630	SHERIFF'S POLICING REVOLV FUND	612,679.13	1,595,675.20	666,307.79	1,542,046.54	1,986.91	1,544,033.45
6636         WORKERS COMP SELF INSURANCE         1,508,153.27         0.00         210,193.83         1,297,959.44         158,410.67         1,456,370.11           6637         PROPERTY & CASUALTY INSURANCE         255,873.72         0.00         3,247.00         252,626.72         3,247.00         255,873.72           6650         GASOLINE ROTARY         136,806.60         64,852.11         49,389.16         152,269.55         2,777.49         155,047.04           7707         P.E.R.S. ROTARY         2,703.44         0.00         0.00         2,703.44         0.00         2,003.42         0.00         2,703.44           7708         TOWNSHIP FUND         0.00         479,956.13         262,934.23         217,021.90         0.00         217,021.90           7709         CORPORATION FUND         0.00         209,411.65         205,003.70         4,407.95         0.00         4,407.95           7713         WATER-SEWER ROTARY FUND         954,812.56         2,689,273.50         3,359,863.77         284,222.29         125,417.99         409,640.28           7714         PAYROLL ROTARY         437,558.23         5,796,664.49         5,212,140.12         1,022,958.51         1,020,994.87         2,043,953.38           7715         NON PARTICIPANT ROTARY         <	6631	COMMUNICATIONS ROTARY	262,597.01	2,314.25	1,993.03	262,918.23	773.34	263,691.57
6637         PROPERTY & CASUALTY INSURANCE         255,873.72         0.00         3,247.00         252,626.72         3,247.00         255,873.72           6650         GASOLINE ROTARY         136,806.60         64,852.11         49,389.16         152,269.55         2,777.49         155,047.04           7707         P.E.R.S. ROTARY         2,703.44         0.00         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         2,703.44         0.00         0.00         2,703.44         0.00         2,703.44         0.00         0.00         2,703.44         0.00         0.00         2,703.44         0.00         0.00         2,703.44         0.00         0.00         2,703.44         0.00         0.00         2,703.44         0.00         0.00         2,003.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00	6632	HEALTH INSURANCE	1,542,041.49	2,092,216.44	2,321,457.22	1,312,800.71	484,375.06	1,797,175.77
6650 GASOLINE ROTARY 136,806.60 64,852.11 49,389.16 152,269.55 2,777.49 155,047.04 7707 P.E.R.S. ROTARY 2,703.44 0.00 0.00 2,703.44 0.00 2,703.44 7708 TOWNSHIP FUND 0.00 479,956.13 262,934.23 217,021.90 0.00 217,021.90 7709 CORPORATION FUND 0.00 209,411.65 205,003.70 4,407.95 0.00 4,407.95 7713 WATER-SEWER ROTARY FUND 954,812.56 2,689,273.50 3,359,863.77 284,222.29 125,417.99 409,640.28 7714 PAYROLL ROTARY 437,558.23 5,796,664.49 5,212,140.12 1,022,958.51 1,020,994.87 2,043,953.38 7715 NON PARTICIPANT ROTARY 0.00 0.00 0.00 0.00 0.00 0.00 7716 SCHOOL 0.00 288,000.00 288,000.00 0.00 0.00 0.00 7717 UNDIVIDED GENERAL TAX 5,907,180.62 17,855,511.67 1,294,406.01 22,468,286.28 960,765.00 23,429,051.28 7718 TANGIBLE PERSONAL PROPERTY. 0.00 0.00 0.00 0.00 0.00 0.00	6636	WORKERS COMP SELF INSURANCE	1,508,153.27	0.00	210,193.83	1,297,959.44	158,410.67	1,456,370.11
7707         P.E.R.S. ROTARY         2,703.44         0.00         0.00         2,703.44         0.00         2,703.44           7708         TOWNSHIP FUND         0.00         479,956.13         262,934.23         217,021.90         0.00         217,021.90           7709         CORPORATION FUND         0.00         209,411.65         205,003.70         4,407.95         0.00         4,407.95           7713         WATER-SEWER ROTARY FUND         954,812.56         2,689,273.50         3,359,863.77         284,222.29         125,417.99         409,640.28           7714         PAYROLL ROTARY         437,558.23         5,796,664.49         5,212,140.12         1,022,958.51         1,020,994.87         2,043,953.38           7715         NON PARTICIPANT ROTARY         0.00	6637	PROPERTY & CASUALTY INSURANCE	255,873.72	0.00	3,247.00	252,626.72	3,247.00	255,873.72
7708         TOWNSHIP FUND         0.00         479,956.13         262,934.23         217,021.90         0.00         217,021.90           7709         CORPORATION FUND         0.00         209,411.65         205,003.70         4,407.95         0.00         4,407.95           7713         WATER-SEWER ROTARY FUND         954,812.56         2,689,273.50         3,359,863.77         284,222.29         125,417.99         409,640.28           7714         PAYROLL ROTARY         437,558.23         5,796,664.49         5,212,140.12         1,022,958.51         1,020,994.87         2,043,953.38           7715         NON PARTICIPANT ROTARY         0.00         0.00         0.00         0.00         0.00         0.00         0.00           7716         SCHOOL         0.00         288,000.00         288,000.00         0.00         0.00         0.00         0.00           7717         UNDIVIDED GENERAL TAX         5,907,180.62         17,855,511.67         1,294,406.01         22,468,286.28         960,765.00         23,429,051.28           7718         TANGIBLE PERSONAL PROPERTY.         0.00         0.00         0.00         0.00         0.00         0.00	6650	GASOLINE ROTARY	136,806.60	64,852.11	49,389.16	152,269.55	2,777.49	155,047.04
7709         CORPORATION FUND         0.00         209,411.65         205,003.70         4,407.95         0.00         4,407.95           7713         WATER-SEWER ROTARY FUND         954,812.56         2,689,273.50         3,359,863.77         284,222.29         125,417.99         409,640.28           7714         PAYROLL ROTARY         437,558.23         5,796,664.49         5,212,140.12         1,022,958.51         1,020,994.87         2,043,953.38           7715         NON PARTICIPANT ROTARY         0.00         <	7707	P.E.R.S. ROTARY	2,703.44	0.00	0.00	2,703.44	0.00	2,703.44
7713         WATER-SEWER ROTARY FUND         954,812.56         2,689,273.50         3,359,863.77         284,222.29         125,417.99         409,640.28           7714         PAYROLL ROTARY         437,558.23         5,796,664.49         5,212,140.12         1,022,958.51         1,020,994.87         2,043,953.38           7715         NON PARTICIPANT ROTARY         0.00	7708	TOWNSHIP FUND	0.00	479,956.13	262,934.23	217,021.90	0.00	217,021.90
7714         PAYROLL ROTARY         437,558.23         5,796,664.49         5,212,140.12         1,022,958.51         1,020,994.87         2,043,953.38           7715         NON PARTICIPANT ROTARY         0.00	7709	CORPORATION FUND	0.00	209,411.65	205,003.70	4,407.95	0.00	4,407.95
7715         NON PARTICIPANT ROTARY         0.00         0.0	7713	WATER-SEWER ROTARY FUND	954,812.56	2,689,273.50	3,359,863.77	284,222.29	125,417.99	409,640.28
7716         SCHOOL         0.00         288,000.00         288,000.00         0.00         0.00         0.00           7717         UNDIVIDED GENERAL TAX         5,907,180.62         17,855,511.67         1,294,406.01         22,468,286.28         960,765.00         23,429,051.28           7718         TANGIBLE PERSONAL PROPERTY.         0.00         0.00         0.00         0.00         0.00         0.00         0.00	7714	PAYROLL ROTARY	437,558.23	5,796,664.49	5,212,140.12	1,022,958.51	1,020,994.87	2,043,953.38
7717 UNDIVIDED GENERAL TAX 5,907,180.62 17,855,511.67 1,294,406.01 22,468,286.28 960,765.00 23,429,051.28 7718 TANGIBLE PERSONAL PROPERTY. 0.00 0.00 0.00 0.00 0.00 0.00	7715	NON PARTICIPANT ROTARY	0.00	0.00	0.00	0.00	0.00	0.00
7718 TANGIBLE PERSONAL PROPERTY. 0.00 0.00 0.00 0.00 0.00 0.00	7716	SCHOOL	0.00	288,000.00	288,000.00	0.00	0.00	0.00
	7717	UNDIVIDED GENERAL TAX	5,907,180.62	17,855,511.67	1,294,406.01	22,468,286.28	960,765.00	23,429,051.28
7719 TRAILER (LIKE REAL ESTATE) TAX 7,679.32 132.71 0.00 7,812.03 0.00 7,812.03	7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
	7719	TRAILER (LIKE REAL ESTATE) TAX	7,679.32	132.71	0.00	7,812.03	0.00	7,812.03
7720 LOCAL GOVERNMENT FUND 0.00 441,727.53 441,727.53 0.00 0.00 0.00	7720	LOCAL GOVERNMENT FUND	0.00	441,727.53	441,727.53	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES :	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	1,185.48	50.88	1,175.47	60.89	186.59	247.48
7723	GASOLINE TAX	0.00	523,443.91	523,443.91	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	55,121.57	0.00	0.00	55,121.57	0.00	55,121.57
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	46,027.08	46,027.08	0.00	11,506.77	11,506.77
7726	MOTOR VEHICLE LICENSE TAX	0.00	958,994.58	958,994.58	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	15,406.14	444.54	4,395.14	11,455.54	10,697.71	22,153.25
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	11,434.96	12,488.88	10,423.52	13,500.32	0.00	13,500.32
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	799.02	11,275.00	12,831.52	-757.50	0.00	-757.50
7742	LIBRARIES	0.00	513,605.59	513,605.59	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	21.71	1,763.69	0.00	1,785.40	0.00	1,785.40
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	227.69	1,157,787.65	1,149,072.95	8,942.39	0.00	8,942.39
7754	OHIO ELECTIONS COMMISSION FUND	0.00	40.00	0.00	40.00	0.00	40.00
7756	SEWER ROTARY	56,125.00	0.00	8,560.00	47,565.00	8,560.00	56,125.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	151,604.71	151,604.71	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,328.73	1,133.00	501.26	29,960.47	0.00	29,960.47
7766	ESCROW ROTARY	2,506,141.64	0.00	7,875.00	2,498,266.64	7,875.00	2,506,141.64

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	PRECEIPTS	EXPENDITURES	CURRENT BALANCE		TREASURER'S. FUND BALANCE
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	41,070.36	0.00	41,070.36	0.00	0.00	0.00
7769	BANKRUPTCY POST PETITION CONDU	23,463.36	1,304.14	20,896.40	3,871.10	0.00	3,871.10
7772	LEBANON MUN ORD VIOLATION INDI	17,393.75	0.00	262.50	17,131.25	262.50	17,393.75
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	13,921.12	13,271.25	11,885.75	15,306.62	466.75	15,773.37
7776	UNDIVIDED EVIDENCE SHERIFF	23,279.58	0.00	271.00	23,008.58	0.00	23,008.58
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	557,975.00	1,003,000.00	1,322,550.00	238,425.00	1,417,447.77	1,655,872.77
7779	UNDIVIDED DRUG TASK FORCE SEIZ	331,136.10	0.00	0.00	331,136.10	0.00	331,136.10
7781	REFUNDABLE DEPOSITS	415,872.73	12,995.97	7,503.98	421,364.72	7,378.99	428,743.71
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	, 0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	66,741.75	0.00	66,741.75	0.00	66,741.75
7795	UNDIVIDED INDIGENT FEES	0.00	2,365.00	1,892.00	473.00	0.00	473.00
7796	MASON MUN ORD VIOLATION INDIGE	9,263.24	0.00	916.66	8,346.58	0.00	8,346.58
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	1,033.60	1,033.60	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	685,902.49	0.00	85.50	685,816.99	85.50	685,902.49
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	REGEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9911	WARREN CO HEALTH DISTRICT	8,958,621.65	237,701.58	807,136.05	8,389,187.18	110,128.25	8,499,315.43
9912	FOOD SERVICE	158,459.13	4,046.00	39,655.26	122,849.87	214.96	123,064.83
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	189,630.70	7,000.00	18,216.44	178,414.26	0.00	178,414.26
9925	SOIL & WATER CONSERVATION DIST	612,940.86	369,282.00	123,761.41	858,461.45	11,821.58	870,283.03
9928	REGIONAL PLANNING	324,805.93	141,210.03	55,938.18	410,077.78	121.40	410,199.18
9938	WARREN COUNTY PARK DISTRICT	2,022,834.14	155,402.05	141,203.38	2,037,032.81	16,726.34	2,053,759.15
9944	ARMCO PARK	359,972.20	8,436.68	90,924.55	277,484.33	34,572.63	312,056.96
9953	WATER SYSTEM FUND	55,607.86	653.50	3,660.99	52,600.37	226.15	52,826.52
9954	MENTAL HEALTH RECOVERY BOARD	14,842,699.93	1,054,276.50	1,613,890.92	14,283,085.51	1,041,447.84	15,324,533.35
9961	HEALTH GRANT FUND	268,281.91	103,090.54	38,905.01	332,467.44	0.00	332,467.44
9963	CAMPGROUNDS	3,246.12	0.00	0.00	3,246.12	0.00	3,246.12
9976	HEALTH - SWIMMING POOL FUND	172,016.67	0.00	2,937.13	169,079.54	0.00	169,079.54
9977	DRUG TASK FORCE COG	665,392.75	141,143.71	215,909.34	590,627.12	6,498.00	597,125.12
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	27,118.36	0.00	27,118.36	0.00	27,118.36
Total		357,892,802.49	56,427,961.62	57,197,235.98	357,124,404.04	10,728,018.98	367,852,423.02

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for January, 2025 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

2/6/2025 6:16:59 AM

# Resolution

Number 25-0189

Adopted Date February 11, 2025

#### ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/4/25 and 2/6/25 as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

/kp

cc:

Auditor **\** 

# Resolution

Number 25-0190

Adopted Date February 11, 2025

#### APPROVING VARIOUS RECORD PLATS

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

- McGrew Subdivision Replat Franklin Township
- Highland Park Subdivision, Third Revision Replat Union Township

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

cc: Plat File

**RPC** 

# Resolution

Number 25-0191

Adopted Date February 11, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COMMUNITY CORRECTIONS FUND #2227

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00

into

BUDGET-BUDGET #22271220-5370

(Software Non Data Board)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

cc:

Auditor 🗸

Supplemental App. file Common Pleas (file)

## Resolution

Number 25-0192

Adopted Date February 11, 2025

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office fund #11012210 in order to process a vacation payout for Bradley Marshall, former employee of the Sheriff's Office:

\$5,628.00

from

#11011110-5882

(Genl BOCC – Vacation Leave Payout)

into

#11012210-5882

(Sheriff's Office –Vacation Leave Payout)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

cc:

Auditor v

Appropriation Adjustment file

Sheriff's Office (file)

**OMB** 

# Resolution

Number 25-0193

Adopted Date February 11, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR'S OFFICE FUND #11011150

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation leave payout for John Arnold, former employee of the Prosecutor's Office:

\$7,200.00

from #11011150-5102

(Genl Pros Regular Salaries)

into

#11011150-5882

(Genl Pros Vac Leave Payout)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Krystal Powell, Clerk

MRB/

cc:

Appropriation Adjustment file

Prosecutor (file)

**OMB** 

Auditor \

# Resolution

Number 25-0194

Adopted Date February 11, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00

from

#11011223-5400

(Purchased Services)

into

#11011223-5910

(Other Expenses)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11th day of February 2025.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor 🗸

Appropriation Adj. file Common Pleas (file)

# Resolution

Adopted Date \_February 11, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00

from

#11012300-5940

(Travel)

into

#11012300-5911

(Non Taxable Meal Fringe)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

Auditory cc:

Appropriation Adj. file

Building/Zoning (file)

# Resolution

Adopted Date February 11, 2025

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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of February 2025.

**BOARD OF COUNTY COMMISSIONERS** 

/kp

cc:

Commissioners' file

### **REQUISITIONS**

Department	Vendor Name	Description	Amount		
TEL	GEN CORE CANDEO LTD	TEL RENEWAL GENWATCH RADIO MON	\$	8,234.00	*software/ contract in packet
FAC	FRED B DE BRA CO	FAC DOOR ACCESS CONTROLS	\$	69,000.00	*capital purchase/ sole source
ENG	FORD DEVELOPMENT CORP	ENG MASON-MORROW-MILLGROVE BRI	\$	2,083,092.70	*bid project/ contract in packet

#### **PO CHANGE ORDERS**

WAT GONZALEZ CO/ RA CONSULT WAT ENG AGREEMENT SOC TRANS \$ 74,140.00 \*increase/contract in packet

Approved 2/11/25 by:

Martin Russell, County Administrator