

# Resolution

Number 24-0733

Adopted Date June 11, 2024

APPROVING PERMANENT EMPLOYMENT AND A PAY INCREASE FOR CAITLYN RUSSELL AS ELIGIBILITY REFERRAL SPECIALIST II WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, pursuant to resolution 22-0941 approved on June 28, 2022, Ms. Russell was hired as a temporary Eligibility Referral Specialist II effective July 16, 2022; and

WHEREAS, the Director of Human Services desires to permanently employ Ms. Russell as a Eligibility Referral Specialist; and

NOW THEREFORE BE IT RESOLVED, to approve permanent employment and pay increase for Caitlyn Russell as Eligibility Referral Specialist II, classified, full time, permanent status pay increase of \$19.45 per hour effective pay period beginning June 17, 2024,

BE IT FURTHER RESOLVED, Ms. Russell is subject to 180 day probationary period, Ms. Russell will be eligible for a 3 percent end of probation increase upon completion of her probationary period.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

H/R

cc: Human Services (file)  
C. Russell's Personnel file  
OMB – Sue Spencer  
OMB – Tammy Whitaker

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

# Resolution

Number 24-0734

Adopted Date June 11, 2024

HIRING JANAЕ HAROUN AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire JaNae Harun within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$19.45 per hour, under the Warren County Job and Family Services compensation plan, effective June 24, 2024, 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Human Services (file)  
J. Haroun's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 24-0735

Adopted Date June 11, 2024

ACCEPTING THE RESIGNATION OF SIERRA FLIPPO, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 20, 2024

BE IT RESOLVED, to accept the resignation of Sierra Flippo, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective June 20, 2024.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

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

# Resolution

Number 24-0736

Adopted Date June 11, 2024

ACCEPTING THE RESIGNATION OF TAMMY MAY, BUSINESS MANAGER, WITHIN WARREN COUNTY FACILITIES MANAGEMENT EFFECTIVE JUNE 6, 2024

BE IT RESOLVED, to accept the resignation of Tammy May, Business Manager, within Warren County Facilities Manager, effective June 6, 2024.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Facilities Management (file)  
T. May's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

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

# Resolution

Number 24-0737

Adopted Date June 11, 2024

ACCEPTING THE RESIGNATION OF ELIZABETH LOESCH, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JUNE 4, 2024

BE IT RESOLVED, to accept the resignation of Elizabeth Loesch, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective June 4, 2024.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

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

# Resolution

Number 24-0738

Adopted Date June 11, 2024

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

WHEREAS, there exists one opening for a "Case Aide" position within the Department of Job and Family Services, Children Services Division; and

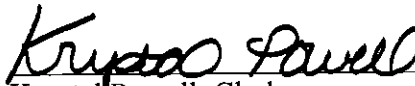
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Case Aide" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 4, 2024.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

H/R

cc: Children Services (file)  
S. Spencer - OMB

# Resolution

Number 24-0739

Adopted Date June 11, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN RISK SHARING  
AUTHORITY APPLICATION FOR SURETY BOND FOR FINANCIAL RESPONSIBILITY  
FOR UNDERGROUND STORAGE TANKS

BE IT RESOLVED, to approve and authorize signing of County Risk Sharing Authority  
Application for Surety Bond for Financial Responsibility for Underground Storage Tanks; copy  
of said application attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: CORSA  
Adam Balls, World Risk  
Tammy Whitaker, OMB  
OMB File

County Risk Sharing Authority  
Application for  
SURETY BOND

Financial Responsibility for Underground Storage Tanks

1. County Warren County Ohio
2. Address 406 Justice Drive, Lebanon Oh 45036  
Contact Person Tammy Whitaker  
(Person completing application)  
Phone 513-695-1324 Email Tammy.Whitaker@Del.Warren.oh.us
3. Amount of Deductible \$ 11,000  
(for State Financial Assurance Fund)

4. List below location of all owned or operated tanks, and number of tanks at each location.

Facility Name / Address

Number of Tanks

Warren County Human Services Building	2
416 East Street	
Lebanon, Ohio 45036	

(COMPLETE 2<sup>ND</sup> PAGE)

May 2024



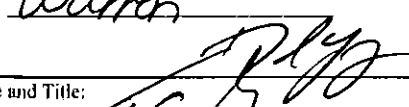
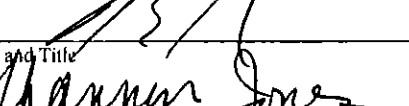
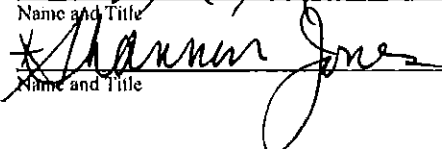
Indemnity Agreement:

The undersigned applicant hereby requests CORSA to become surety for the above applicant for a Financial Guarantee Bond. The undersigned certify to the truth of all statements in the application and agrees:

1. The Undersigned will pay over, reimburse and make good to CORSA all money, including attorney fees and/or expenses, which CORSA shall pay, or cause to be paid or become liable to pay by reason of the execution of this bond.
2. CORSA shall have the right to handle or settle any claim or suit arising out of or related to this agreement and/or bond.
3. This Indemnify Agreement shall become null and void should the County decide to terminate their membership with CORSA.

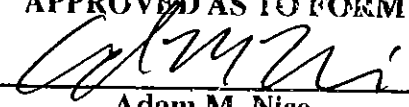
Signed and Dated this 11 day of June, 2024.

County Warren

By: \*   
Name and Title: \_\_\_\_\_  
\*   
Name and Title: \_\_\_\_\_  
\*   
Name and Title: \_\_\_\_\_

Return signed application by email to Tricia Callihan at [tcallihan@ccao.org](mailto:tcallihan@ccao.org)  
Once we receive, we'll send out a 2024-2027 Bond for your files.

May 2024

**APPROVED AS TO FORM**  
  
Adam M. Nice  
Asst. Prosecuting Attorney

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

# Resolution

Number 24-0740

Adopted Date June 11, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF  
THURSDAY, JUNE 13, 2024

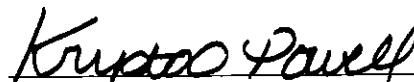
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, June 13, 2024.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Auditor   
Commissioners' file  
Press

# Resolution

Number 24-0741

Adopted Date June 11, 2024

SETTING THE PUBLIC HEARING FOR REZONING APPLICATION OF LAURI MOORE AND EDDIE REYNOLDS (CASE #2024-02) TO REZONE APPROXIMATELY 9.1 ACRES FROM LIGHT INDUSTRIAL MANUFACTURING ZONE "I1" TO RURAL RESIDENTIAL (5- ACRE DENSITY) "RU" IN FRANKLIN TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application of Lauri Moore and Eddie Reynolds owners of record (Case #2024-02), to rezone approximately 9.1 acres from Light Industrial Manufacturing Zone "I1" to Rural Residential (5-acre density) "RU" in Franklin Township; said public hearing to be held July 2, 2024, at 9:45 a.m. in the County Commissioners Meeting Room; and

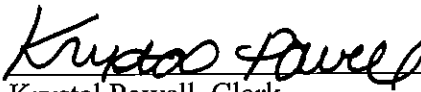
BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 24-0742

Adopted Date June 11, 2024

ENTERING INTO CONTRACT NEGOTIATIONS WITH BILL STRANGE & SONS FOR THE FY21 VILLAGE OF MORROW – TRAIN DEPOT RENOVATIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR MECHANICAL / HVAC SERVICES

WHEREAS, pursuant to Resolution #23-1229 this Board entered into contract with Arrowhead Heating and Cooling for the Mechanical/ HVAC Services portion of the FY21 Village of Morrow Train Depot renovation CDBG Project; and

WHEREAS, pursuant to Resolution #24-0730 this Board terminated the contract with Arrowhead Heating and Cooling due to breach of contract; and

WHEREAS, Bill Strange & Sons scored the second highest among proposals for the Mechanical/ HVAC Services portion and it is the recommendation of Susanne Mason, Program Manager, to enter into contract negotiations with Bill Strange & Sons, P.O. Box 26, Blanchester, Ohio 45107.

NOW THEREFORE BE IT RESOLVED, to enter into contract negotiations with Bill Strange & Sons for the Mechanical/ HVAC Services portion of the FY21 Village of Morrow Train Depot renovation CDBG Project on behalf of the Warren County Office of Grants Administration.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

KP/

cc: c/a – Bill Strange & Sons  
OGA (file)

# Resolution

Number 24-0743

Adopted Date June 11, 2024

ADVERTISING FOR BIDS FOR PURCHASE OF TWO (2) HANDICAP UPFIT 2024 CHRYSLER VOYAGER LX VANS AND TWO (2) STANDARD 2024 CHRYSLER VOYAGER LX VANS FOR THE WARREN COUNTY VETERAN SERVICES OFFICE

BE IT RESOLVED, to advertise for bids for purchase of two (2) handicap upfit 2024 Chrysler Voyager LX vans and two (2) standard 2024 Chrysler Voyager LX vans for the Warren County Veteran Services Office; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of June 16, 2024; bid opening to be Monday, July 01, 2024 at 10:00 a.m.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

js

cc: Veterans (file)  
Bid file

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

# Resolution

Number 24-0744

Adopted Date June 11, 2024

AUTHORIZING PRESIDENT OF THE BOARD TO SIGN A 90 DAY F-12 BEER AND WINE PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL BY THE WARREN COUNTY AGRICULTURAL SOCIETY FOR THE WARREN COUNTY FAIR AND FUNDRAISING EVENTS AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Warren County Agriculture Association desires to expand the beer garden during the Warren County Fair to include wine slushies which requires an F-12 Liquor Permit which is valid for 90 days; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an F-12 Liquor Permit Application from the Ohio Department of Commerce, Division of Liquor by the Warren County Agriculture Association for the purpose of obtaining a liquor license for the Warren County Fair and other fundraising events being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

tao/

cc: Warren County Agricultural Society (file)  
C/A—Ohio Department of Commerce, Division of Liquor Control

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

# Resolution

Number 24-0745

Adopted Date June 11, 2024

AUTHORIZING THE PRESIDENT OF BOARD TO SIGN A PROPOSAL FROM RJE BUSINESS INTERIORS ON BEHALF OF WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES / COMMUNICATIONS

WHEREAS, RJE Business Interiors has provided Final Proposal 39349 for office chairs as part of EMS office admin replacing nine-year-old office chairs; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Chair Proposal 1 on behalf of Warren County Department of Emergency Services / Communications as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—RJE Business Interiors  
Emergency Services (file)



# Final Proposal

Cincinnati  
 623 Broadway St  
 Cincinnati, OH 45202  
 Phone: 513-641-3700  
 www.RJEBusinessInteriors.com

Proposal Number	39349
Date	05/07/2024
Account Executive	Mark Osterman
Customer Account	WAREMS
Terms	50% DEPOSIT NET 30
Page	1 of 3

B Warren County Emergency Services  
 I 520 Justice Drive  
 L Lebanon, OH 45036  
 L  
 T ATTN: Melissa Abrams  
 O Phone: 513-695-1315  
 Melissa.Abrams@wcoh.net

T Warren County Emergency Services  
 O 520 Justice Drive  
 Lebanon, OH 45036  
  
 ATTN: Melissa Abrams  
 Phone: 513-695-1315  
 Melissa.Abrams@wcoh.net

Project Description: Chairs Proposal 1

RJE Team:  
 Workplace Consultant, Mark Osterman, mosterman@RJE-bi.com, 513-641-3700

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	Allsteel AWMGGDNO--\$(P2)-.P85-.2-.H-\$\$(1)-.CU-83 Acuity Work,AdjArm,MeshBck,Graph-Graph w/Dusk Mesh \$(P2):P2 Paint Grade .P85:Graphite .2:Standard cylinder .H:Black Dual-Wheel Hard Caster \$(1):GRD 1 UPH .CU:Centurion 83:Jade Mark Line For: Melissa Abrams	988.00	988.00
2	1.00 Each	Allsteel AWMGTMNO--\$(P2)-.P85-.2-.H-\$\$(1)-.CU-19 Acuity Work,AdjArm,MeshBck,Graph-Titanm w/MidMesh \$(P2):P2 Paint Grade .P85:Graphite .2:Standard cylinder .H:Black Dual-Wheel Hard Caster \$(1):GRD 1 UPH .CU:Centurion 19:Iron Ore Mark Line For: Melissa Bour	988.00	988.00
3	1.00 Each	Sit On It 2723Y.A142.B1--FC1-B17-E3-C16-S0-MC5-FABRIC--FG1-MALIBU- CHARCOAL--KD Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height/Width Adj Arms FC1:Black Frame B17:Standard Black Nylon Base E3:Seat Depth Adjustment Upgrade C16:Standard Carpet Casters S0:Standard Cylinder Height MC5:Onyx (Black) Mesh Color FABRIC:Fabric Grade Selections ~:No Selection FG1:Fabric Grade 1 MALIBU:Malibu Standard Color Selection CHARCOAL:Malibu Charcoal ~:No Selection	472.00	472.00





# Final Proposal

Cincinnati  
 623 Broadway St  
 Cincinnati, OH 45202  
 Phone: 513-641-3700  
 www.RJEBusinessInteriors.com

Proposal Number	39349
Date	05/07/2024
Account Executive	Mark Osterman
Customer Account	WAREMS
Terms	50% DEPOSIT NET 30
Page	2 of 3

Line	Quantity	Description	Unit Price	Extended Amount
4	1.00 Each	KD:Knocked Down Mark Line For: Sherri Sit On It 2723Y.A142.B1-FC1-B17-E3-C16-S0-MC5-FABRIC--FG1-MALIBU-CHARCOAL--KD Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height/Width Adj Arms FC1:Black Frame B17:Standard Black Nylon Base E3:Seat Depth Adjustment Upgrade C16:Standard Carpet Casters S0:Standard Cylinder Height MC5:Onyx (Black) Mesh Color FABRIC:Fabric Grade Selections --No Selection FG1:Fabric Grade 1 MALIBU:Malibu Standard Color Selection CHARCOAL:Malibu Charcoal --No Selection KD:Knocked Down Mark Line For: Jesse	472.00	472.00
5	1.00 Each	RJE CIN Installation Services LABOR RDI 4 Chairs.	230.00	230.00

SUBTOTAL : \$3,150.00

GRAND TOTAL : \$3,150.00

PLEASE REVIEW THIS PROPOSAL AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE!

### Financing Options Available

Term	Monthly Payment
36 Months	\$108.04
48 Months	\$85.36
60 Months	\$71.51

If you would like to apply for financing, [Apply Here](#)

### Terms and Conditions

- Rates effective 10/1/22. Subject to change without notice.
- All transactions are subject to PEAC credit approval and documentation requirements.
- Rates for businesses with at least 2 years tenure.
- Documentation Fee of \$350 due at closing



# Final Proposal

Cincinnati  
623 Broadway St  
Cincinnati, OH 45202  
Phone: 513-641-3700  
www.RJEBusinessInteriors.com

Proposal Number	39349
Date	05/07/2024
Account Executive	Mark Osterman
Customer Account	WAREMS
Terms	50% DEPOSIT NET 30
Page	3 of 3

## Terms and Conditions

Policy requires a 50% deposit on any order greater than \$10,000 unless terms state otherwise. Product orders will not be placed until RJE receives the required deposit.

All orders are cash-based transactions. If payment is to be paid by MasterCard, Visa or American Express, a 3% processing fee will be added to the total.

RJE will invoice Warren County Emergency Services the day product is received at the RJE Warehouse unless terms state otherwise. Full payment is owed 30 days from invoice date. In the event the project is delayed for reasons beyond RJE's control, and it is not possible for the product to be received at the project site, Warren County Emergency Services will be required to pay RJE the invoice balance 30 days from invoice date unless the terms indicate otherwise. In the event that RJE has substantially installed the furniture on the invoice (i.e., furniture with a value of at least 90% of the total invoice amount has been successfully installed), then Warren County Emergency Services shall pay the invoice no later than its due date; although it may withhold the value of the furniture that has yet to be successfully installed (i.e., the punch items). Notwithstanding, Warren County Emergency Services may not accept furniture related to this invoice which has been substantially installed and withhold payment for such furniture according to the payment terms of the invoice (i.e., within 30 days from invoice date).

A 1.5% monthly fee will apply to late payments. Customer shall reimburse all reasonable legal fees and related costs that RJE incurs to successfully collect from customer any amount of this invoice that is not paid pursuant to its terms and conditions.

RJE's product specifications are based on the most recent, approved electronic drawings provided by Warren County Emergency Services and/or designer. If the most recent approved electronic drawings provided by Warren County Emergency Services and/or designer do not correctly reflect the current space, and Warren County Emergency Services and/or designer have approved specifications for ordering based on these electronic drawings, the product might need to be conformed to fit the current space and additional charges may apply.

All product covered in this quotation is "made to order" and will be ordered on behalf of Warren County Emergency Services. Items ordered are not subject to cancellation. Should cancellation be required and if it is not possible to do so, Warren County Emergency Services agrees to be completely responsible for any and all charges incurred up to the total amount of the order listed in this Final Proposal. Warren County Emergency Services will not be responsible for any amount in excess of the order amount listed in this Final Proposal, as a result of said cancellation, restocking, and/or related administrative costs. In the event of a breach or threatened breach of this agreement by Buyer, Seller can recover its damages, including but not limited to its reasonable pre-litigation and post-litigation attorney fees and costs.

All labor charges have been based on the understanding that the building facilities will accommodate all specified items without special handling, as well as having a finished space in which to work with adequate lighting and with minimal interference from other trades. In the event it is necessary to stage product in areas other than those originally intended, additional handling charges may apply.

New product being received at RJE's Warehouse may be stored for a period of up to 30 days at no charge to Warren County Emergency Services. Beyond 30 days, applicable storage charges will be invoiced to Warren County Emergency Services. Any such charges will be indicated in advance and will be negotiated in the best interest of Warren County Emergency Services. If Warren County Emergency Services requires existing product to be held at RJE's Warehouse, additional fees will be charged on a monthly basis per cubic feet.

The proposal is valid for 30 days. Thereafter, verification will be required.

We are pleased to submit the above proposal for your consideration. Should an order be placed, be assured it will receive prompt attention. The signature of a representative of your firm who is authorized to obligate your firm under contract in the State of Ohio, indicates in the space provided below your firm's acceptance of the above terms, conditions, and description of items and/or labor for sale, and authorizes RJE to proceed with the order.

RJE shall provide liability insurance coverage as follows:

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

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

RJE shall carry statutory worker's compensation insurance as required by law and shall provide Warren County Facilities with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

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

Thank you for the opportunity to be of service.

\* \_\_\_\_\_  
Customer Signature

6.11.24 \_\_\_\_\_  
Date

David G. Young \_\_\_\_\_  
Printed Name

**APPROVED AS TO FORM**  
  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

WORKPLACE CONSULTANT  
MARK OSTERMAN RJE BUSINESS INTERIORS

5/30/24

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

# Resolution

Number 24-0746

Adopted Date June 11, 2024

AUTHORIZING THE PRESIDENT OF BOARD TO SIGN A PROPOSAL FROM RJE BUSINESS INTERIORS ON BEHALF OF WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES / EMERGENCY MANAGEMENT AGENCY (EMA)

WHEREAS, RJE Business Interiors has provided Final Proposal 39350 for office chairs as part of EMS office admin replacing nine-year-old office chairs; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Chair Proposal 2 on behalf of Warren County Department of Emergency Services / EMA as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—RJE Business Interiors  
Emergency Services (file)



# Final Proposal

Cincinnati  
 623 Broadway St  
 Cincinnati, OH 45202  
 Phone: 513-641-3700  
 www.RJEBusinessInteriors.com

Proposal Number	39350
Date	05/07/2024
Account Executive	Mark Osterman
Customer Account	WAREMS
Terms	NET 30
Page	1 of 4

**B** Warren County Emergency Services  
**I** 520 Justice Drive  
**L** Lebanon, OH 45036  
**L**  
**T** ATTN: Melissa Abrams  
**O** Phone: 513-695-1315  
 Melissa.Abrams@wcoh.net

**T** Warren County Emergency Services  
**O** 520 Justice Drive  
 Lebanon, OH 45036  
  
 ATTN: Melissa Abrams  
 Phone: 513-695-1315  
 Melissa.Abrams@wcoh.net

**Project Description: Chairs Proposal 2**

**RJE Team:**

Workplace Consultant, Mark Osterman, mosterman@RJE-bi.com, 513-641-3700

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	Sit On It 2723Y.A142.B1--FC1-B17-E3-C16-S0-MC5-FABRIC--FG1-MALIBU-CHARCOAL--KD Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height/Width Adj Arms FC1:Black Frame B17:Standard Black Nylon Base E3:Seat Depth Adjustment Upgrade C16:Standard Carpet Casters S0:Standard Cylinder Height MC5:Onyx (Black) Mesh Color FABRIC:Fabric Grade Selections --:No Selection FG1:Fabric Grade 1 MALIBU:Malibu Standard Color Selection CHARCOAL:Malibu Charcoal --:No Selection KD:Knocked Down Mark Line For: Sydney	472.00	472.00
2	1.00 Each	Sit On It 2723Y.A142.B1--FC1-B17-E3-C16-S0-MC5-FABRIC--FG1-MALIBU-CHARCOAL--KD Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height/Width Adj Arms FC1:Black Frame B17:Standard Black Nylon Base E3:Seat Depth Adjustment Upgrade C16:Standard Carpet Casters S0:Standard Cylinder Height MC5:Onyx (Black) Mesh Color FABRIC:Fabric Grade Selections --:No Selection FG1:Fabric Grade 1 MALIBU:Malibu Standard Color Selection CHARCOAL:Malibu Charcoal --:No Selection KD:Knocked Down Mark Line For: Frances	472.00	472.00
3	1.00 Each	Sit On It 2723Y.A142.B1--FC1-B17-E3-C16-S0-MC5-FABRIC--FG1-MALIBU-	472.00	472.00



# Final Proposal

Cincinnati  
 623 Broadway St  
 Cincinnati, OH 45202  
 Phone: 513-641-3700  
 www.RJEBusinessInteriors.com

Proposal Number	39360
Date	05/07/2024
Account Executive	Mark Osterman
Customer Account	WAREMS
Terms	NET 30
Page	2 of 4

Line	Quantity	Description	Unit Price	Extended Amount
4	1.00 Each	CHARCOAL--KD Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height/Width Adj Arms FC1:Black Frame B17:Standard Black Nylon Base E3:Seat Depth Adjustment Upgrade C16:Standard Carpet Casters S0:Standard Cylinder Height MC5:Onyx (Black) Mesh Color FABRIC:Fabric Grade Selections ~:No Selection FG1:Fabric Grade 1 MALIBU:Malibu Standard Color Selection CHARCOAL:Malibu Charcoal ~:No Selection KD:Knocked Down Mark Line For: Alyssa Sit On It 2723Y.A142.B1--FC1-B17-E3-C16-S0-MC5-FABRIC--FG1-MALIBU- CHARCOAL--KD Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height/Width Adj Arms FC1:Black Frame B17:Standard Black Nylon Base E3:Seat Depth Adjustment Upgrade C16:Standard Carpet Casters S0:Standard Cylinder Height MC5:Onyx (Black) Mesh Color FABRIC:Fabric Grade Selections ~:No Selection FG1:Fabric Grade 1 MALIBU:Malibu Standard Color Selection CHARCOAL:Malibu Charcoal ~:No Selection KD:Knocked Down Mark Line For: Vacant	472.00	472.00
5	1.00 Each	Sit On It 2723Y.A142.B1--FC1-B17-E3-C16-S0-MC5-FABRIC--FG1-MALIBU- CHARCOAL--KD Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height/Width Adj Arms FC1:Black Frame B17:Standard Black Nylon Base E3:Seat Depth Adjustment Upgrade C16:Standard Carpet Casters S0:Standard Cylinder Height MC5:Onyx (Black) Mesh Color FABRIC:Fabric Grade Selections ~:No Selection FG1:Fabric Grade 1 MALIBU:Malibu Standard Color Selection CHARCOAL:Malibu Charcoal ~:No Selection KD:Knocked Down Mark Line For: Vacant	472.00	472.00



# Final Proposal

Cincinnati  
623 Broadway St  
Cincinnati, OH 45202  
Phone: 513-641-3700  
www.RJEBusinessInteriors.com

Proposal Number	39350
Date	05/07/2024
Account Executive	Mark Osterman
Customer Account	WAREMS
Terms	NET 30
Page	3 of 4

Line	Quantity	Description	Unit Price	Extended Amount
6	1.00 Each	RJE CIN Installation Services LABOR RDI 5 Chairs.	230.00	230.00

SUBTOTAL : \$2,590.00

**GRAND TOTAL : \$2,590.00**

PLEASE REVIEW THIS PROPOSAL AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE!



# Final Proposal

Cincinnati  
623 Broadway St  
Cincinnati, OH 45202  
Phone: 513-641-3700  
www.RJEBusinessInteriors.com

Proposal Number	39350
Date	05/07/2024
Account Executive	Mark Osterman
Customer Account	WAREMS
Terms	NET 30
Page	4 of 4

### Terms and Conditions

- Policy requires a 50% deposit on any order greater than \$10,000 unless terms state otherwise. Product orders will not be placed until RJE receives the required deposit.
- All orders are cash-based transactions. If payment is to be paid by MasterCard, Visa or American Express, a 3% processing fee will be added to the total.
- RJE will invoice Warren County Emergency Services the day product is received at the RJE Warehouse unless terms state otherwise. Full payment is owed 30 days from invoice date. In the event the project is delayed for reasons beyond RJE's control, and it is not possible for the product to be received at the project site, Warren County Emergency Services will be required to pay RJE the invoice balance 30 days from invoice date unless the terms indicate otherwise. In the event that RJE has substantially installed the furniture on the invoice (i.e., furniture with a value of at least 90% of the total invoice amount has been successfully installed), then Warren County Emergency Services shall pay the invoice no later than its due date, although it may withhold the value of the furniture that has yet to be successfully installed (i.e., the punch items). Notwithstanding, Warren County Emergency Services may not accept furniture related to this invoice which has been substantially installed and withhold payment for such furniture according to the payment terms of the invoice (i.e., within 30 days from invoice date).
- A 1.5% monthly fee will apply to late payments. ~~Customer shall reimburse all reasonable legal fees and related costs that RJE incurs to successfully collect from customer any amount of this invoice that is not paid pursuant to its terms and conditions.~~
- RJE's product specifications are based on the most recent, approved electronic drawings provided by Warren County Emergency Services and/or designer. If the most recent approved electronic drawings provided by Warren County Emergency Services and/or designer do not correctly reflect the current space, and Warren County Emergency Services and/or designer have approved specifications for ordering based on these electronic drawings, the product might need to be conformed to fit the current space ~~and additional charges may apply.~~
- All product covered in this quotation is "made to order" and will be ordered on behalf of Warren County Emergency Services. Items ordered are not subject to cancellation. Should cancellation be required and if it is not possible to do so, Warren County Emergency Services agrees to be completely responsible for any and all charges incurred up to the total amount of the order listed in this Final Proposal. Warren County Emergency Services will not be responsible for any amount in excess of the order amount listed in this Final Proposal, as a result of said cancellation, restocking, and/or related administrative costs. ~~In the event of a breach or threatened breach of this agreement by Buyer, Seller can recover its damages, including but not limited to its reasonable pre-litigation and post-litigation attorney fees and costs.~~

All labor charges have been based on the understanding that the building facilities will accommodate all specified items without special handling, as well as having a finished space in which to work with adequate lighting and with minimal interference from other trades. ~~In the event it is necessary to stage product in areas other than those originally intended, additional handling charges may apply.~~

New product being received at RJE's Warehouse may be stored for a period of up to 30 days at no charge to Warren County Emergency Services. Beyond 30 days, applicable storage charges will be invoiced to Warren County Emergency Services. Any such charges will be indicated in advance and will be negotiated in the best interest of Warren County Emergency Services. If Warren County Emergency Services requires existing product to be held at RJE's Warehouse, additional fees will be charged on a monthly basis per cubic feet.

The proposal is valid for 30 days. Thereafter, verification will be required.

We are pleased to submit the above proposal for your consideration. Should an order be placed, be assured it will receive prompt attention. The signature of a representative of your firm who is authorized to obligate your firm under contract in the State of Ohio, indicates in the space provided below your firm's acceptance of the above terms, conditions, and description of items and/or labor for sale, and authorizes RJE to proceed with the order.

RJE shall provide liability insurance coverage as follows:

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

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

RJE shall carry statutory worker's compensation insurance as required by law and shall provide Warren County Facilities with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement  
Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement

Thank you for the opportunity to be of service.

MARK OSTERMAN

WORKPLACE CONSULTANT  
RJE BUSINESS INTERIORS

5/30/24

\*   
Customer Signature

6-11-24  
Date

APPROVED AS TO FORM

DAVID G. YANG  
Printed Name

Kathryn M. Horvath  
Asst. Prosecuting Attorney

# Resolution

Number 24-0747

Adopted Date June 11, 2024

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

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

Butler Tech  
3605 Hamilton Middletown Rd  
Hamilton, Ohio 45011

Napier Truck Driving  
3113 Dixie Highway  
Hamilton, Ohio 45015

Little Miami Driving School  
426 West Pike St  
Morrow, Ohio 45152

Family Promise  
600 Cincinnati Ave.  
Lebanon, Ohio 45036

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

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



## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Butler Tech, 3603 Hamilton Middletown Rd, Hamilton, Ohio 45011** hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies, CDL and similar programs.

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

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

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

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

not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.

9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.
10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

**Responsibilities of OMJWC:**

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

**General Provisions:**

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

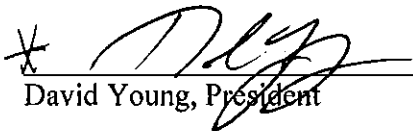
**Assurances and Certifications:**

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

**Signature Page**

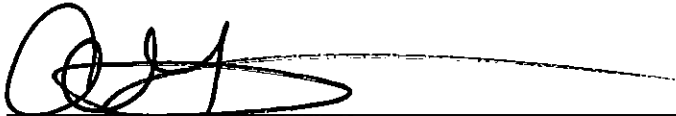
In witness whereof, the parties have executed this instrument on the date(s) indicated below:

**Warren County Board of Commissioners**

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

6-11-24  
Date

**Contractor**

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

5-20-24  
Date

Allyson Gudorf  
\_\_\_\_\_  
Typed Name of Authorized Contractor

05/20/2024  
Date

**Approved as to form:**

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

5/30/24  
Date

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Napier Truck Driver Training, Inc., 3113 Dixie Highway, Hamilton, Ohio 45015** hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the Contractor may provide occupational trainings such as CDL and similar programs.

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

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

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

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

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



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

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

**Responsibilities of OMJWC:**

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

**General Provisions:**

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change

causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.

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

**Assurances and Certifications:**

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

**Signature Page**

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

**Warren County Board of Commissioners**

\*

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



\_\_\_\_\_  
6-11-24  
Date

**Contractor**

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



\_\_\_\_\_  
5/20/24  
Date

\_\_\_\_\_  
**Aimee Napier**  
Typed Name of Authorized Contractor

\_\_\_\_\_  
5/20/24  
Date

**Approved as to form:**

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



\_\_\_\_\_  
5/31/24  
Date

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Little Miami Driving School, 426 West Pike St., Morrow, Ohio 45152** hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

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

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

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

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

passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

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

OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

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

**Responsibilities of OMJWC:**

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

**General Provisions:**

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



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

**Assurances and Certifications:**

***Signature Page***

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

**Warren County Board of Commissioners**

\* \_\_\_\_\_  
David G. Young, President

10-11-24  
Date

**Contractor**

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

5/23/24  
Date

Julie A. Putnam  
Typed Name of Authorized Contractor

5/23/24  
Date

**Approved as to form:**

\_\_\_\_\_  
Asst. Prosecuting Attorney

5/31/24  
Date

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

This agreement is entered into by and between on this 31<sup>st</sup> day of May, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, Family Promise, 600 Cincinnati Avenue, Lebanon, Ohio 45036, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

R. INSURANCE

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

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

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

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

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

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

S. This agreement may be modified upon mutual consent of both parties.


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

Rule:	Group:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 11  
day of June, 2024.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
David G Young, President

**WORKSITE:**

Family Promise of Warren County  
\_\_\_\_\_  
Worksite Name

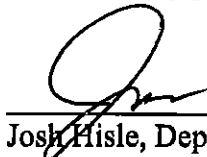
Shonda A. Robust \_\_\_\_\_ 5/22/24  
Signature/Worksite Administrator Date

Executive Director  
\_\_\_\_\_  
Title of Worksite Administrator

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

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

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

  
\_\_\_\_\_  
Josh Hisle, Deputy Director

5/31/24  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Adam Nice, Assistant Prosecuting Attorney



**Warren Co. TANF Summer Youth Employment Program  
Request Form**

**I. Agency Information:**

Agency Name: Family Promise of Warren County (FPWC)

Address: 600 Cincinnati Ave Lebanon, Ohio 45036

Phone: 513-934-5250 E-mail linda@fpwnc.org

Agency Administrator: Linda A. Robolt

Contact Person: Linda A. Robolt

FEIN#: 31-1578564

**II. Program Information:** Work for the youth will begin at the worksite on or about 9 AM and continue until on or about 4 PM. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 8 hours per week, normally 6 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested ?
Family Promise of Warren County	Jesse Bischoff 513-934-5250	2	17-24	From: 9 AM To: 4 PM	<input checked="" type="radio"/> Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Custodial - wash windows, mop floors, clean bathrooms etc

Worksite #2 Clerical - help with fundraisers, file, answer phones etc.

Worksite #3 Outdoor work - weed control, watering, wash vehicles, organize furniture

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)  
Yes  No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Outside work can be moved to clerical or custodial

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Amaz A. Robert - ED  
Signature of Worksite Administrator/Title

5/30/24  
Date

Josh Hisle  
Josh Hisle, Deputy Director, OMJWC

5/31/24  
Date

## Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:**

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:**

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

## GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

### GROUP I OFFENSES

**FIRST OFFENSE-** Written reprimand

**SECOND OFFENSE-** Written reprimand, counseling

**THIRD OFFENSE –** Three days suspension

**FOURTH OFFENSE –** Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

### GROUP II OFFENSES

**FIRST OFFENSE –** Written reprimand, counseling

**SECOND OFFENSE -** Three (3) day suspension **WITHOUT PAY**

**THIRD OFFENSE-** Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

### GROUP III OFFENSES

**FIRST OFFENSE –** Mandatory counseling sessions (determined by degree of offense)

**SECOND OFFENSE –** Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

# Resolution

Number 24-0748

Adopted Date June 11, 2024

AUTHORIZING ACCEPTANCE OF QUOTE #002039 FROM SECURE CYBER DEFENSE, LLC FOR MANAGED SERVICES RENEWAL OF ENDPOINT DETECTION AND RESPONSE SERVICES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Secure Cyber Defense will provide services for Renewal of Endpoint Detection and Response per Quote # 002039 for Warren County Telecommunications; as indicated in the attached quote.


NOW THEREFORE BE IT RESOLVED, to accept Quote #002039 from Secure Cyber Defense, LLC on behalf of Warren County Telecommunications for the 3 Year Managed Services Renewal for Endpoint Detection and Response as attached hereto and a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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



We have prepared a quote for you

**Managed Services Renewal**  
**May 25, 2024 thru May 24, 2027**  
Quote # 002039  
Version 1

Prepared for:

**Warren County Board of Commissioners**  
**c/o Telecommunication**



Managed Cybersecurity Services 2024-2025

Description	Price	Qty	Ext. Price
<b>Advanced Endpoint Protection &amp; Response (EDR)</b> - SCD Complete Managed Endpoint Detection and Response Services - 1-Year FortiEDR Premium Managed Detection and Response Services - 24x7 threat monitoring and incident triage email notifications, guided remote remediation, orchestrated response playbook setup. (Annual Recurring Cost)	\$102.00	1004	\$102,408.00
<b>SCD Threat Intelligence Agent</b> - Intelligence on newly emerging and/or escalating cyber threats - Intelligence against Customer software/hardware with targeted notifications via ticket - Device inventory - Monthly patch report, compliance score, patch health (Annual Recurring Cost)	\$240.00	1004	\$240,960.00
<b>Cyber Security Consulting - Business Hours</b> Cybersecurity Consulting - 8 hours per month - Monthly hours do not roll over - Monday - Friday, 8:00 a.m. to 5:00 p.m. - Billable in 30-minute increments (Annual Cost)	\$198.00	96	\$19,008.00
<b>Cyber Security Consulting - After Hours Consulting</b> Cybersecurity Consulting - 4 hours per month - Monthly hours do not roll over - Monday - Friday, 5:00 p.m. to 8:00 a.m., plus anytime Saturday/Sunday. - Billable in 30-minute increments (Annual Cost)	\$298.00	48	\$14,304.00

Subtotal: **\$376,680.00**

Managed Cybersecurity Services 2025-2026

Description	Price	Qty	Ext. Price
<b>Advanced Endpoint Protection &amp; Response (EDR)</b> - SCD Complete Managed Endpoint Detection and Response Services - 1-Year FortiEDR Premium Managed Detection and Response Services - 24x7 threat monitoring and incident triage email notifications, guided remote remediation, orchestrated response playbook setup. (Annual Recurring Cost)	\$105.00	1004	\$105,420.00



Managed Cybersecurity Services 2025-2026

Description	Price	Qty	Ext. Price
<b>SCD Threat Intelligence Agent</b> - Intelligence on newly emerging and/or escalating cyber threats - Intelligence against Customer software/hardware with targeted notifications via ticket - Device inventory - Monthly patch report, compliance score, patch health (Annual Recurring Cost)	\$240.00	1004	\$240,960.00
<b>Cyber Security Consulting - Business Hours</b> Cybersecurity Consulting - 8 hours per month - Monthly hours do not roll over - Monday - Friday, 8:00 a.m. to 5:00 p.m. - Billable in 30-minute increments (Annual Cost)	\$198.00	96	\$19,008.00
<b>Cyber Security Consulting - After Hours Consulting</b> Cybersecurity Consulting - 4 hours per month - Monthly hours do not roll over - Monday - Friday, 5:00 p.m. to 8:00 a.m., plus anytime Saturday/Sunday. - Billable in 30-minute increments (Annual Cost)	\$298.00	48	\$14,304.00

Subtotal: **\$379,692.00**

Managed Cybersecurity Services 2026-2027

Description	Price	Qty	Ext. Price
<b>Advanced Endpoint Protection &amp; Response (EDR)</b> - SCD Complete Managed Endpoint Detection and Response Services - 1-Year FortiEDR Premium Managed Detection and Response Services - 24x7 threat monitoring and incident triage email notifications, guided remote remediation, orchestrated response playbook setup. (Annual Recurring Cost)	\$108.00	1004	\$108,432.00
<b>SCD Threat Intelligence Agent</b> - Intelligence on newly emerging and/or escalating cyber threats - Intelligence against Customer software/hardware with targeted notifications via ticket - Device inventory - Monthly patch report, compliance score, patch health (Annual Recurring Cost)	\$240.00	1004	\$240,960.00



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



Managed Cybersecurity Services 2026-2027

Description	Price	Qty	Ext. Price
<b>Cyber Security Consulting - Business Hours</b> Cybersecurity Consulting - 8 hours per month - Monthly hours do not roll over - Monday - Friday, 8:00 a.m. to 5:00 p.m. - Billable in 30-minute increments (Annual Cost)	\$198.00	96	\$19,008.00
<b>Cyber Security Consulting - After Hours Consulting</b> Cybersecurity Consulting - 4 hours per month - Monthly hours do not roll over - Monday - Friday, 5:00 p.m. to 8:00 a.m., plus anytime Saturday/Sunday. - Billable in 30-minute increments (Annual Cost)	\$298.00	48	\$14,304.00

Subtotal: \$382,704.00

Invoicing & Payment Terms

Description	Qty
Customer will be invoiced on or about April 15, 2024 for the 2024-2025 renewal, and annually thereafter for the additional years of service. Payment is due within thirty (30) days of the invoice date.	

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



## Managed Services Renewal May 25, 2024 thru May 24, 2027



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

Prepared for:  
**Warren County Board of Commissioners**  
c/o Telecommunications  
500 Justice Drive  
Lebanon, OH 45036

Quote Information:  
Quote #: 002039  
Version: 1  
Delivery Date: 01/08/2024  
Expiration Date: 02/07/2024

### Quote Summary

Description	Amount
Managed Cybersecurity Services 2024-2025	\$376,680.00
Managed Cybersecurity Services 2025-2026	\$379,692.00
Managed Cybersecurity Services 2026-2027	\$382,704.00

Total: **\$1,139,076.00**

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

The parties agree that this purchase is governed by the terms and conditions of the Security Information and Event Management (SIEM) RFP dated 7/22/2022 and the Master Service Agreement entered into by the parties on 5/25/2021, these documents are incorporated by reference as if fully re-written in this Quote. If there is any conflict within the RFP, this Quote, or the Master Service Agreement, then the terms and conditions of the Master Service Agreement shall control.

Secure Cyber Defense

Signature: 

Name: Shawn Waldman

Title: CEO

Date: \_\_\_\_\_

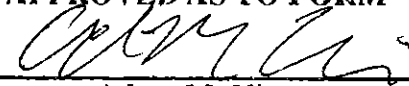
Warren County Board of Commissioners  
c/o Telecommunications

Signature: 

Name: David G. Young

Date: 10-11-24

**APPROVED AS TO FORM**

  
Adam M. Nice  
Asst. Prosecuting Attorney

# Resolution

Number 24-0749

Adopted Date June 11, 2024

AUTHORIZING ACCEPTANCE OF A QUOTE FROM CDW FOR RENEWAL OF BLADE INFRASTRUCTURE SUPPORT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to accept CDW Quote#776720-1 on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – CDW  
Telecom (file)



**PARK PLACE**  
TECHNOLOGIES  
Smarter Data Center Support™



Park Place Technologies LLC  
5910 Landerbrook Drive, Suite 300  
Mayfield Heights, OH 44124  
United States

**Quote For: County**

Pricing valid for 90 days from

QUOTE: : 776720-1

COMPANY: County of Warren

CONTACT: Dustin Flint  
+1.513.695.2812  
Dustin.Flnt@wcoh.net

TERM START: 1-Jul-2024  
TERMS END: 30-Jun-2025  
COVERAGE START: 1-Jul-2024

ADDRESS: 406 Justice Dr  
Lebanon, OH 45036  
United States

BILL FREQUENCY: Full Term Prepaid

CURRENCY: USD  
SCHEDULE TYPE: Maintenance  
AGREEMENT #: D77055M-002

LINE	OEM	DESCRIPTION	SERIAL #	QTY	SLA	LOCATION	HOST	START	END	STATUS	TOTAL
1.1	HP	BladeSystem c7000 Enclosure w/1 PH 6 PS 10 Fans -	2S1312P18R	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	562.56
1.2	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.3	HP	BladeSystem c7000 Enclosure w/1 PH 6 PS 10 Fans -	2S1312P1P	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	562.56
1.4	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.5	HP	ProLiant BL460c G8 E5-2670 2P Blade Server -	MXQ30701VB	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	378.77
1.6	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.7	HP	ProLiant BL460c G8 E5-2670 2P Blade Server -	MXQ3070327	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	378.77
1.8	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.9	HP	ProLiant BL460c G8 E5-2670 2P Blade Server -	MXQ30701T1	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	378.77
1.1	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.11	HP	ProLiant BL460c G8 E5-2670 2P Blade Server -	MXQ33908FL	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	378.77
1.12	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.13	HP	ProLiant BL460c G8 E5-2670 2P Blade Server -	MXQ30701SZ	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	378.77
1.14	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.15	HP	ProLiant BL460c G8 E5-2670 2P Blade Server -	MXQ307032C	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	378.77
1.16	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.17	HP	ProLiant BL460c G8 E5-2670 2P Blade Server -	MXQ30701T3	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	378.77
1.18	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.19	HP	ProLiant BL460c G8 E5-2670 2P Blade Server -	MXQ33908F5	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	378.77
1.2	PPT	• ParkView Hardware Monitoring ~ x86 Server		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
1.21	HP	CS300 DC 2xGlgE 2x10GbE 12x4.0TB HDD 4x480GB	AF-130391	1	5x9xNBD	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	1,980.69
1.22	PPT	• ParkView Hardware Monitoring ~ Storage		1	7x24x4	LEBANON, OH, UNITED STATES		1-Jul-2024	30-Jun-2025	Renewal	Included
<b>Grand Total</b>											<b>6,135.97</b>

**[Channel Partner as Customer "Partner"]**

**SERVICE DESCRIPTIONS; TERMS AND CONDITIONS**

The services set forth on the above Order Schedule (the "Services") are for the period stated on the Order Schedule commencing on the term start date referenced on the Order Schedule. Partner's rights and Park Place Technologies' obligations with respect to the Services are set forth in the following documents, EACH OF WHICH IS INCORPORATED IN THE CONTRACT BY THIS REFERENCE and each of which is located at <https://www.parkplacetechnologies.com/contracts/> (collectively, the "Agreement"): (a) the applicable Service Descriptions for the purchased Services and (b) Channel Partner Agreement/Reseller Agreement, in the case of each of (a) and (b) as in effect on the date hereof and inclusive of addenda and documents referenced therein. Partner may request printed copies of these documents by emailing [legal@parkplacetech.com](mailto:legal@parkplacetech.com). If this Order Schedule expressly conflicts with the other documents comprising the Agreement, this Order Schedule controls.

\*If Partner and Park Place Technologies have executed a Master Agreement which (a) Includes within its scope the Order Schedule and (b) remains in full force and effect, then such Master Agreement for all purposes of the Agreement will be deemed to be the Channel Partner Agreement/Reseller Agreement.



**PARK PLACE**  
TECHNOLOGIES  
Smarter Data Center Support™



Park Place Technologies LLC  
5910 Landerbrook Drive, Suite 300  
Mayfield Heights, OH 44124  
United States

**Quote For: County**

Pricing valid for 90 days from

QUOTE: : 776720-1

**ACCEPTANCE AND PAYMENT TERMS**

By Partner signature below, Partner accepts this Order Schedule as issued by Park Place Technologies and agrees to the terms, provisions, and conditions of the Agreement. Partner is required to submit a purchase order (unless otherwise noted above) and acknowledges that any terms contained in such purchase order that conflict with the Agreement are void and of no force and effect. Any reference to a purchase order number on an invoice is for administrative purposes only. This Order Schedule and purchase orders should be submitted to your sales representative. Submission of a purchase order accepting the quote contained in this Order Schedule constitutes agreement to the terms, provisions, and conditions of the Agreement. Payment terms are set forth above. Prices stated are exclusive of taxes, duties and similar assessments on the sale or Partner's use, which Partner agrees to pay. When applicable, Partner will provide the VAT or GST Identification number(s) to Park Place Technologies. If Partner is tax exempt, Partner must provide a valid tax exemption certificate.

**ACCEPTANCE:**

(PARTNER NAME)	<i>Warren County Commissioners</i>
SIGNATURE	<i>[Signature]</i>
PRINTED NAME & TITLE	<i>David G. Young, President</i>
DATE	<i>6-11-24</i>

**ACKNOWLEDGEMENT:**

(Park Place Technologies Entity)	
SIGNATURE	
PRINTED NAME & TITLE	
DATE	

**APPROVED AS TO FORM**

*[Signature]*

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



## GENERAL TERMS AND CONDITIONS FOR PURCHASE OF SERVICES

These General Terms and Conditions for Purchase of Services ("General Terms") are part of the agreement between PPT and Customer (the "Agreement") that includes the following, all of which are deemed incorporated by this reference: these General Terms; Order Schedules and/or Statements of Work ("Order/SOW") issued by PPT and accepted by Customer; Service Descriptions; and other terms expressly referenced in the foregoing. In the event of a conflict between these General Terms and the Order/SOW, the Order/SOW will control.

1. **Defined Terms.** The following definitions apply for purposes of this Agreement, "Effective Date" means the date of acceptance by Customer of the Order/SOW. "Services" has the meaning set forth in the Order/SOW. "Maintenance Services" means Services that are delineated as hardware maintenance services in an Order Schedule. "Covered Equipment" means Customer equipment identified in an Order Schedule for Maintenance Services. All capitalized terms used herein and not defined in these General Terms will have the meaning given to them in other parts of the Agreement.
2. **Term.** The term of the Agreement (the "Term") commences on the Effective Date and terminates upon completion of the Services as provided in the Order/SOW.
3. **Maintenance Service Modifications and Equipment-Specific Limitations.** Customer may remove individual Maintenance Services or Covered Equipment from an Order Schedule by giving sixty (60) days prior written notice to PPT. Credits resulting from Maintenance Service or Covered Equipment removal will pro-rated based from the effective removal date based on a 30-day month. The document "Equipment-Specific Service Limitations" located at <https://www.parkplacetechnologies.com/contracts/> sets forth certain limitations and disclaimers on Maintenance Services for identified equipment, and the same is deemed part of the Agreement.
4. **Fees.** Unless otherwise provided in the Order Schedule, all fees are invoiced annually in advance and are payable on net thirty (30) day terms. In the event fees are not timely paid, PPT may (a) accelerate and demand payment in full of all amounts due, including any subsequent installment payments, and/or (b) suspend or terminate Services.
5. **Customer Compliance.** Customer will comply with all applicable laws and regulations. Customer is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer is not on any similar banned or sanctioned parties list of a non-U.S. jurisdiction. Customer will not access or use Services in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any person in connection with the Agreement. If Customer learns of any violation of the above restrictions, Customer will promptly notify PPT. Customer represents that it has all requisite ownership, license or other rights required for PPT to perform the Services without infringing rights of third parties. PPT is fully committed to the respect of internationally recognized human rights worldwide; Customer acknowledges that it will not use any products, services, and technology procured from PPT nor allow such products, services, and technology to be used for the violation of human rights.
6. **Limited Warranty and Limitation of Liabilities.**
  - a. PPT warrants that Services will be provided by supervised and qualified staff and will be provided in a good and workmanlike manner and in compliance with all applicable laws



**GENERAL TERMS AND CONDITIONS FOR PURCHASE OF SERVICES**

and regulations. THE WARRANTIES IN THIS SUBSECTION ARE THE SOLE WARRANTIES OF PPT AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- b. PPT'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER IN CONNECTION WITH THE AGREEMENT IS LIMITED TO PROVEN DIRECT DAMAGES CAUSED SOLELY BY PPT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF WARRANTY OR BREACH OF CONTRACT. THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY SUCH CLAIM WILL NOT EXCEED THE FEES PAID BY CUSTOMER UNDER THE APPLICABLE ORDER/SOW DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF CLAIM. IN NO EVENT WILL PPT BE LIABLE FOR LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR CONSEQUENTIAL DAMAGES.
  - c. No legal action arising under the Agreement may be brought by Customer against PPT later than one (1) year after the claim arises.
7. **Indemnification.** PPT will defend, indemnify and hold Customer harmless from and against any liability, loss, damage, cost and expense (including without limitation reasonable attorneys' fees) suffered as a result of any third-party claim, demand, action or suit made or raised against Customer by reason of PPT's infringement of any patent, trade secret, trademark, copyright or any other intellectual property right of any third party in relation to the Services. This commitment is conditioned upon Customer (i) providing PPT with prompt written notice of the claim; (ii) giving PPT sole control of

the defense to the claim including settlement negotiations if any; and (iii) providing at PPT's costs reasonable cooperation in the defense against the claim. PPT shall have no obligation under this paragraph 7 if the alleged infringement arises from PPT's compliance with Customer equipment specifications or actions or uses by Customer.

8. **Insurance.** PPT will maintain during the Term insurance with insurers of recognized financial responsibility against such losses and risks as are customary in connection with the provision of the Services and PPT's business. Upon request, PPT will deliver to Customer a certificate of insurance evidencing the same.
9. **Data Protection.** In connection with the Services and the Agreement, PPT will not access or otherwise process any personal identifiable information (meaning information relating to identified or identifiable natural persons), other than the names and contact details of individuals employed or engaged by Customer to the extent necessary to provide the Services and administer the Agreement. In so doing, PPT will act as an autonomous data controller, and hereby undertakes to comply with all obligations applicable to PPT as a data controller under Regulation (EU) 2016/679 (General Data Protection Regulation) and other data protection laws regarding the safeguarding and lawful processing of personal data, to the extent applicable. The Client Information Notice, available at [LEGPOL026-Information-Notice-pursuant-to-art-13-of-EU-Regulation-2016-679.pdf](#) ([parkplacetechologies.com](#)) and deemed incorporated into these General Terms, includes additional information on PPT's processing activities in its capacity as an autonomous data controller. If Customer and PPT enter into a data processing agreement, that agreement will supersede the provisions of this paragraph 9.



**GENERAL TERMS AND CONDITIONS FOR PURCHASE OF SERVICES**

10. Confidentiality. "Confidential Information" is written or electronic information provided by one party to the other which is marked as confidential or which the receiving party knows or should know is confidential or proprietary. The receiving party agrees not to use Confidential Information of the other party except in the performance of the Agreement or the Services. The receiving party will treat Confidential Information of the other party in the same manner as it treats its own Confidential Information and will use commercially reasonable efforts to protect the confidentiality of such Confidential Information. The obligation to keep information confidential does not apply to any information that has been disclosed in publicly available sources or is in the rightful possession of the receiving party without an obligation of confidentiality. In the event the receiving party is required to disclose Confidential Information by court order or operation of law, the receiving party will provide notice to the disclosing party prior to the required disclosure. The confidentiality obligations in this paragraph 9 apply during the Term and for a period of two (2) years expiration. The parties will return or destroy Confidential Information of the other upon request.
11. General.
- a. Amendment. The Agreement may not be changed, modified, or amended except in writing signed by both parties, and any such change, modification or amendment must expressly reference the Agreement.
  - b. Entire Agreement. The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties. The Parties specifically agree that the Agreement supersedes, and render voids, any contrary terms and conditions contained in a purchase order, sales acknowledgment or other instrument, agreement or document not expressly referenced in the Agreement and incorporated as part of the Agreement.
  - c. Termination for Breach. Either party may terminate an Order/SOW by written notice to the other Party upon a material breach by the other party of obligations under the Agreement.
  - d. No Implied Waivers. The failure of either party at any time to require performance by the other of any provision herein will not affect the right of such party to require performance at any time thereafter, nor will the failure of either party to take action regarding a breach of any provision of the Agreement be taken or held to be a waiver of the provision itself.
  - e. Governing Law and Dispute Resolution. The Agreement is governed by (a) if the PPT party is Park Place Technologies, LLC, the laws of the State of Ohio, and (b) otherwise, the commercial laws of the jurisdiction of the PPT entity identified on the applicable Order/SOW. In the event of any controversy or claim arising out of or relating to the Services or the Agreement, the parties agree to first consult with each other and, recognizing their mutual interests, attempt to reach a satisfactory resolution. If they do not reach a resolution within a period of sixty (60) days, then, upon notice by a party to the other, unresolved controversies or claims will be finally settled by arbitration (i) if in the U.S., in Cleveland, Ohio, under the Commercial Arbitration Rules of the American Arbitration Association and applying the governing law stated above, and (ii) if outside of the U.S., in the nearest principal business location of PPT, under the Rules of Arbitration of the International Chamber of Commerce and applying the governing law stated above, in either case by one arbitrator appointed in accordance with the applicable rules. The language of the arbitration will be English. The judgment on the award rendered by the arbitrator will be





**GENERAL TERMS AND CONDITIONS FOR PURCHASE OF SERVICES**

binding and may be entered in any court having jurisdiction thereof.

- f. **Force Majeure.** Neither party will be liable for failure to fulfill its obligation under the Agreement if such failure is due to causes beyond a party's reasonable control, including, but not limited to, acts of God, pandemics, epidemics, or other widespread health impairments, government advisements or orders, including but not limited to, travel and movement restrictions or border closings, acts of terrorism, war or acts of war, man-made or natural disasters, connectivity disruptions, material shortages, strikes, delays in transportation or other force majeure event. The time for performance of any such obligation will be extended by the period lost due to such cause, with PPT agreeing to restore Services as soon as it reasonably is able to do so.
- g. **Severability; Headings.** Any provision of the Agreement which is determined to be prohibited or unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability and will be severed without invalidating the remaining provisions of the Agreement. The headings used in the Agreement are for the convenience only and will not affect the interpretation of the Agreement.
- h. **Notice.** For purposes of this Agreement, notice to PPT will be in writing and addressed to Park Place Technologies at the address set forth on the Order/SOW or 5910 Landerbrook Drive, Mayfield Heights, OH 44124-6500, USA, Attention: Office of General Counsel. Notice to Customer will be given in writing, addressed to Customer at the address set forth in the Order/SOW. Notice will be deemed given at the time it is delivered or presented for delivery to the

addressee. Electronic notices are permitted in lieu of the above with the consent of the addressee.

- 12. **Non-Solicitation.** Customer acknowledges and agrees that during the Term and for twelve (12) months after termination of the Agreement, it will not hire or solicit to hire any of PPT's employees, contractors, or agents directly servicing Customer during the prior twelve (12) months without PPT's prior written consent, excluding solicitation or hiring by means of general employment advertising or postings.

# Resolution

Number 24-0750

Adopted Date June 11, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE CONSTRUCTION OF THE 2024 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 24001513

WHEREAS, on March 19, 2024 this Board entered into a Contract with Moody's of Dayton, Inc. for the construction of the 2024 Well Redevelopment Project; and

WHEREAS, upon removal, disassembly, and inspection of the three pumps and motors it was discovered that additional repairs to the pumps and motors are required due to age, long run time and deterioration; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Moody's of Dayton, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 1 to the Contract with Moody's of Dayton, Inc. increase Purchase Order No. 24001513 by \$82,911.00 and creating a new Contract and Purchase Order price in the amount of \$366,352.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board is hereby execute and sign Change Order No.1 of the Contract with Moody's of Dayton, Inc. for the construction of the 2024 Well Redevelopment Project.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a Moody's of Dayton  
Auditor   
Water/Sewer (file) \_\_\_\_\_  
Project File



Warren County  
Water & Sewer Dept.

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

CHANGE ORDER

DATE: May 30, 2024

Change Order Number 1  
Project Name: 2024 Well Redevelopment Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	<b>Revis Wellfield Well No. 1 Pump Repairs</b> Provide all necessary labor, materials, and equipment to complete all the work for well PWR-1 as described in the attached letter titled "PWR 1 Repairs" dated May 16, 2024.	\$27,637.00	
2	<b>Revis Wellfield Well No. 2 Pump Repairs</b> Provide all necessary labor, materials, and equipment to complete all the work for well PWR-1 as described in the attached letter titled "PWR 2 Repairs" dated May 16, 2024.	\$27,637.00	
3	<b>Revis Wellfield Well No. 3 Pump Repairs</b> Provide all necessary labor, materials, and equipment to complete all the work for well PWR-1 as described in the attached letter titled "PWR 3 Repairs" dated May 16, 2024.	\$27,637.00	
Sums of the ADDITIONS & DELETIONS		\$82,911.00	\$0.00
TOTALS FOR THIS CHANGE ORDER		\$82,911.00	

Attachments:

- Attachment 1 – PWR-1 Repairs
- Attachment 2 – PWR-2 Repairs
- Attachment 3 – PWR-3 Repairs
- Attachment 4 – Schedule Extension Request

Original contract price \$283,441.00 .  
Current contract price adjusted by previous change orders \$283,441.00.  
The Contract price due to this change order will be increased/~~decreased~~.  
The New contract price including this change order will be \$366,352.00.  
The Contract Time shall be increased by 60 calendar days.  
The new date for Substantial Completion will be November 14, 2024.  
The new date for Final Completion will be December 14, 2024.

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

[Signature]  
Contractor's Signature  
5/30/24  
Date

Recommended By:  
[Signature]  
Warren Sanitary Engineer  
5/31/24  
Date

\* [Signature]  
Warren County Commissioner  
6-11-24  
Date

\* [Signature]  
Warren County Commissioner  
6-11-24  
Date

\* [Signature]  
Warren County Commissioner  
6-11-24  
Date

WARREN COUNTY, OHIO  
WATER AND SEWER DEPARTMENT

2022 Well Redevelopment

CHANGE ORDER NO. 1

**ATTACHMENT 1 – PWN-3 REPAIRS**

# MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD  
MIAMISBURG, OHIO 45342-1231  
PHONE AC 937-859-4482  
FAX AC 937-859-4522  
www.moodyofdayton.com

October 31, 2022  
Warren County Water and Sewer  
406 Justice Drive  
Lebanon, OH 45036

Subject: PWN-3-Repairs

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the drop pipe and bowl assembly for PWN 3. The drop pipe is in fair condition and can be re-used if desired by the county. The pipe is onsite by the well if the county wishes to look at it and make a decision on whether to replace it or not.

After teardown and inspection, Moody's found that the pump showed signs of wear. The bowl assembly can be rebuilt but needs new wear rings and bearings to bring the bowl to original specifications. The impellers are in fair condition and can be re-used.

The following is the cost to replace the shafting and column pipe, rebuild the pump, and replace the motor:

<u>REPAIRS</u>		
1 Ls	New wear rings.....	\$ 4,230.00
1 Ls	New pump bearings.....	\$ 4,810.00
<b>TOTAL COST</b>		<b>\$ 9,040.00</b>

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,  
Jim Free  
Geologist

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

WARREN COUNTY, OHIO  
WATER AND SEWER DEPARTMENT

2022 Well Redevelopment

CHANGE ORDER NO. 1

ATTACHMENT 2 – PWN-4 LINER

# MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD  
MIAMISBURG, OHIO 45342-1231  
PHONE AC 937-859-4482  
FAX AC 937-859-4522  
www.moodysofdayton.com

January 5, 2023  
Warren County Water and Sewer  
406 Justice Drive  
Lebanon, OH 45036

Subject: PWN 4 Liner

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the video inspection of PWN-4. During the video inspection, Moody's observed a hole in the screen at a depth of 41'. The hole in the screen has caused the well to fill with sand and gravel. Moody's has since air lifted the gravel from the well and confirmed that the well will stay open. The well can be repaired, and Moody's recommends installing a liner screen.

The following is the cost to line the well screen:

<u>REPAIRS</u>		
1 Ls	Air lift material from screen.....	\$ 6,300.00
1 Ls	New 14"PS .080" slot screen.....	\$10,288.00
1 Ls	Install liner screen.....	<u>\$ 6,300.00</u>
<b>TOTAL COST</b>		<b>\$ 22,888.00</b>

- Moody's requests a 3 month extension to the project due to the electrical delays at PWN-3 and the need for a liner at PWN-4 to allow for material delivery. Work on PWN-4 cannot proceed until the liner is installed.

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,  
Jim Free  
Geologist

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

\*Sales tax not included, Terms Net 30 days

WARREN COUNTY, OHIO  
WATER AND SEWER DEPARTMENT

2022 Well Redevelopment

CHANGE ORDER NO. 1

**ATTACHMENT 3 – PWN-4 REPAIRS**



# MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD  
MIAMISBURG, OHIO 45342-1231  
PHONE AC 937-859-4482  
FAX AC 937-859-4522  
www.moodysofdayton.com

Warren County Water and Sewer  
406 Justice Drive  
Lebanon, OH 45036

January 23, 2023

Subject: PWN 4 Repairs

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the drop pipe and bowl assembly for PWN 4. A 5' piece of the column pipe had a hole in it, and a 10' piece has a washed out spot above the threads. Moody's recommends replacing the column pipe, and removing the 5' section above the pump so that the top of the pump is out of the screen.

After teardown and inspection, Moody's found that the pump showed signs of wear. The bowl assembly needs new wear rings and bearings to bring the bowl to original specifications. The impellers are in fair condition and can be re-used, but the suction bell has a chunk missing from the bottom of the bell. Moody's recommends replacing the pump. The stuffing box and motor need rebuilt. The lineshaft and bearings can be cleaned, straightened, and re-used.

The following is the cost for the necessary repairs:

		<u>REPAIRS</u>	
1 Ls	New bowl assembly.....		\$10,146.00
1 Ls	Stuffing box rebuild.....		\$ 1,200.00
1 Ls	Replace motor bearings.....		\$ 4,500.00
30 Hrs	Shop labor- clean/straighten shafting, discharge head		
	Repairs @ \$105/hr.....		<u>\$ 3,150.00</u>
<b>TOTAL COST</b>			<b>\$ 18,996.00</b>

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,  
Jim Free  
Geologist

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

# Resolution

Number 24-0751

Adopted Date June 11, 2024

## ACKNOWLEDGING RECEIPT OF MAY 2024 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the May 2024 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor (file) ✓  
S. Spencer  
Krystal Powell

# Financial Statement for 2024 Period 05



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	89,446,300.42	7,238,138.01	6,393,198.06	90,291,240.37	864,796.99	91,156,037.36
2201	SENIOR CITIZENS SERVICE LEVY	8,126,129.82	0.00	713,036.74	7,413,093.08	0.00	7,413,093.08
2202	MOTOR VEHICLE	11,217,769.14	1,167,667.05	377,756.19	12,007,680.00	22,928.31	12,030,608.31
2203	HUMAN SERVICES	1,051,249.84	604,795.09	365,997.13	1,290,047.80	15,487.99	1,305,535.79
2204	COVID19 EMERGENCY RENTAL ASSIS	4,581,991.86	0.00	0.00	4,581,991.86	0.00	4,581,991.86
2205	BOARD OF DEVELOPMENTAL DISABIL	32,174,547.93	371,079.07	1,482,460.84	31,063,166.16	331,819.71	31,394,985.87
2206	DOG AND KENNEL	566,305.95	11,395.14	41,324.93	536,376.16	8,705.00	545,081.16
2207	LAW LIBRARY RESOURCES FUND	120,366.02	27,991.56	24,046.88	124,310.70	137.05	124,447.75
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	13,503,881.35	0.00	272,272.45	13,231,608.90	93,990.72	13,325,599.62
2212	ONEOHIO OPIOID SETTLEMENT FUND	536,152.13	0.00	0.00	536,152.13	0.00	536,152.13
2213	TOURISM & ECON DEV SUPPORT FUN	12,000,000.00	0.00	0.00	12,000,000.00	0.00	12,000,000.00
2215	VETERAN'S MEMORIAL	10,130.84	0.00	0.00	10,130.84	0.00	10,130.84
2216	RECORDER TECH FUND 317.321	242,708.08	13,191.00	422.96	255,476.12	0.00	255,476.12
2217	BOE TECHNOLOGY FUND 3501.17	1,229,269.47	0.00	0.00	1,229,269.47	0.00	1,229,269.47
2218	COORDINATED CARE	553,101.80	208,537.00	31,498.00	730,140.80	16,353.00	746,493.80
2219	WIRELESS 911 GOVERNMENT ASSIST	498,768.16	28,155.85	11,503.54	515,420.47	0.00	515,420.47
2220	CP INDIGENT DRVR INTRLK/MONITG	12,892.61	207.89	0.00	13,100.50	0.00	13,100.50
2221	CC/MC INDIGENT DRIVER INTERLOC	120,317.43	931.80	0.00	121,249.23	0.00	121,249.23
2222	JUV INDIGENT DRIVER INTERLOCK	2,987.69	249.98	0.00	3,237.67	0.00	3,237.67
2223	PROBATE/JUVENILE SPECIAL PROJ	359,269.49	2,835.05	0.00	362,104.54	0.00	362,104.54
2224	COMMON PLEAS SPECIAL PROJECTS	167,836.51	7,959.67	3,500.00	172,296.18	2,000.00	174,296.18
2227	PROBATION SUPERVISION 2951.021	824,314.24	8,302.03	23,500.97	809,115.30	4,497.81	813,613.11
2228	MENTAL HEALTH GRANT	192,730.13	0.00	404.75	192,325.38	2,485.27	194,810.65
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,980,491.09	47,046.08	0.00	2,027,537.17	0.00	2,027,537.17

# Financial Statement for 2024 Period 05



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2231	CO LODGING ADD'L 1%	96,315.86	108,478.18	96,315.86	108,478.18	0.00	108,478.18
2232	COUNTY LODGINGS TAX (FKA 7731)	288,950.59	325,434.42	288,950.59	325,434.42	0.00	325,434.42
2233	DOMESTIC SHELTER	33,288.00	3,425.00	22,239.00	14,474.00	0.00	14,474.00
2237	REAL ESTATE ASSESSMENT	7,565,755.40	125.00	274,970.76	7,290,909.64	71.18	7,290,980.82
2238	WORKFORCE INVESTMENT BOARD	116,116.36	179,727.37	178,815.94	117,027.79	155,494.70	272,522.49
2243	JUVENILE GRANTS	338,633.45	0.00	2,275.00	336,358.45	1,380.00	337,738.45
2245	CRIME VICTIM GRANT FUND	22,563.18	2,928.54	4,305.91	21,185.81	545.60	21,731.41
2246	JUVENILE INDIGENT DRIVER ALCOH	22,004.15	81.80	0.00	22,085.95	0.00	22,085.95
2247	FELONY DELINQUENT CARE/CUSTODY	218,976.84	0.00	108,520.37	110,456.47	3,469.80	113,926.27
2248	TAX CERTIFICATE ADMIN FUND	28,072.23	0.00	0.00	28,072.23	0.00	28,072.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	926,801.69	520.00	13,890.50	913,431.19	0.00	913,431.19
2250	CERT OF TITLE ADMIN FUND	2,489,364.10	216,312.20	101,117.24	2,604,559.06	639.03	2,605,198.09
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	75,479.53	50,988.00	47,774.98	78,692.55	2,333.99	81,026.54
2255	MUNICIPAL VICTIM WITNESS FUND	135,069.14	0.00	7,786.02	127,283.12	0.00	127,283.12
2256	WARREN COUNTY SOLID WASTE DIST	1,082,202.18	8,829.74	16,897.50	1,074,134.42	1,437.51	1,075,571.93
2257	OHIO PEACE OFFICER TRAINING	213,135.48	15,428.63	0.00	228,564.11	0.00	228,564.11
2258	WORKFORCE INVESTMENT ACT FUND	170,613.11	46,336.38	17,856.21	199,093.28	2,859.36	201,952.64
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	65,979.15	76,970.82	86,700.30	56,249.67	0.00	56,249.67
2262	COMMUNITY CORRECTIONS MONITORI	910,601.21	31,225.00	17,900.55	923,925.66	20.00	923,945.66
2263	CHILD SUPPORT ENFORCEMENT	1,591,932.31	232,234.13	231,175.71	1,592,990.73	1,581.95	1,594,572.68
2264	EMERGENCY MANAGEMENT AGENCY	303,727.57	0.00	20,620.81	283,106.76	0.00	283,106.76
2265	COMMUNITY DEVELOPMENT	600,605.89	0.00	9,849.54	590,756.35	0.00	590,756.35

# Financial Statement for 2024 Period 05



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
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	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	290,407.71	1,470.00	0.00	291,877.71	0.00	291,877.71
2269	INDIGENT DRIVER ALCOHOL TREATM	816,428.95	7,251.61	7,040.87	816,639.69	0.00	816,639.69
2270	JUVENILE TREATMENT CENTER	427,096.83	16,942.22	114,682.41	329,356.64	0.00	329,356.64
2271	DTAC-PROSECUTOR ORC 321.261	466,941.06	0.00	16,066.29	450,874.77	0.00	450,874.77
2272	CP INDIGENT DRVR ALC TREATMT	58,532.83	3,301.36	0.00	61,834.19	0.00	61,834.19
2273	CHILDREN SERVICES	8,233,481.73	455,607.06	779,565.97	7,909,522.82	128,593.16	8,038,115.98
2274	COUNTY COURT COMPUTR 1907.261A	90,593.33	1,286.00	34.01	91,845.32	0.00	91,845.32
2275	COUNTY CRT CLK COMP 1907.261B	198,483.20	4,003.00	0.00	202,486.20	0.00	202,486.20
2276	PROBATE COMPUTER 2101.162	108,049.63	585.00	0.00	108,634.63	0.00	108,634.63
2277	PROBATE CLERK COMPUTR 2101.162	307,957.01	1,950.00	0.00	309,907.01	0.00	309,907.01
2278	JUVENILE CLK COMPUTR 2151.541	63,026.27	1,085.04	0.00	64,111.31	0.00	64,111.31
2279	JUVENILE COMPUTER 2151.541	52,368.16	323.64	0.00	52,691.80	0.00	52,691.80
2280	COMMON PLEAS COMPUTER 2303.201	97,846.24	1,434.00	0.00	99,280.24	0.00	99,280.24
2281	DOMESTIC REL COMPUTER 2301.031	12,128.96	228.00	115.95	12,241.01	0.00	12,241.01
2282	CLERK COURTS COMPUTER 2303.201	1,054,014.00	14,972.00	15,264.90	1,053,721.10	0.00	1,053,721.10
2283	COUNTY CT SPEC PROJ 1907.24B1	2,257,151.88	25,183.09	7,887.10	2,274,447.87	1,181.75	2,275,629.62
2284	COGNITIVE INTERVENTION PROGRAM	410,457.36	7,991.95	600.30	417,849.01	0.00	417,849.01
2285	CONCEALED HANDGUN LICENSE	794,504.92	5,386.25	5,663.56	794,227.61	0.00	794,227.61
2286	SHERIFF-DRUG LAW ENFORCEMENT	4,577.89	0.00	0.00	4,577.89	604.94	5,182.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	321,455.84	13,813.87	1,980.04	333,289.67	0.00	333,289.67
2288	COMM BASED CORRECTIONS DONATIO	16,076.48	0.00	0.00	16,076.48	0.00	16,076.48
2289	COMMUNITY BASED CORRECTIONS	320,164.19	0.00	54,557.94	265,606.25	1,840.00	267,446.25
2290	HAZ MAT EMERG PLAN SPEC FUND	5.76	0.00	0.00	5.76	0.00	5.76
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2024 Period 05



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2293	SHERIFF GRANTS	5,012.00	0.00	0.00	5,012.00	0.00	5,012.00
2294	SHERIFF DARE LAW ENFORC GRANT	12,276.54	0.00	0.00	12,276.54	0.00	12,276.54
2295	TACTICAL RESPONSE UNIT	26,145.17	3,646.93	2,640.94	27,151.16	237.14	27,388.30
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	145,361.83	507.00	0.00	145,868.83	0.00	145,868.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,243,071.85	344,003.58	141,460.72	1,445,614.71	121,076.23	1,566,690.94
3327	BOND RETIREMENT SPECIAL ASSMT	123,624.00	9,786.30	18,312.63	115,097.67	18,312.63	133,410.30
3360	STATE OPWC LOAN	112,715.70	0.00	56,357.85	56,357.85	56,357.85	112,715.70
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	2,964,909.50	0.00	103,177.50	2,861,732.00	103,177.50	2,964,909.50
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	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	1,117,585.47	413,292.93	413,292.93	1,117,585.47	0.00	1,117,585.47
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	18,113,757.00	0.00	1,595,575.00	16,518,182.00	0.00	16,518,182.00

# Financial Statement for 2024 Period 05



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4452	STEPHENS RD BRIDGE REPLACEMENT	350,935.55	2,876.80	2,876.80	350,935.55	0.00	350,935.55
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	182,106.56	0.00	0.00	182,106.56	0.00	182,106.56
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	99,173.59	171,437.04	146,437.04	124,173.59	0.00	124,173.59
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	21,236.20	71,512.20	71,512.20	21,236.20	3,763.80	25,000.00
4460	MCCLURE RD BRIDGE PROJ	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	2,168.00	0.00	0.00	2,168.00	2,000.00	4,168.00
4462	COUNTY RD #182 BRIDGE REHAB	263,050.00	0.00	47,201.15	215,848.85	0.00	215,848.85
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	7,301,442.36	0.00	134,456.00	7,166,986.36	6,682.00	7,173,668.36
4479	AIRPORT CONSTRUCTION	597,831.23	0.00	0.00	597,831.23	0.00	597,831.23
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	740,451.52	0.00	0.00	740,451.52	0.00	740,451.52
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	11,669,016.20	0.00	406,827.16	11,262,189.04	0.00	11,262,189.04
4492	COMMUNICATION PROJECTS	3,942,919.06	0.00	59,807.06	3,883,112.00	23,604.50	3,906,716.50
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,331,732.44	0.00	53,981.68	1,277,750.76	9,112.50	1,286,863.26
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	8,032,430.63	0.00	0.00	8,032,430.63	0.00	8,032,430.63
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2024 Period 05



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	24,866,902.40	1,452,182.61	3,040,796.70	23,278,288.31	160,104.39	23,438,392.70
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	4,777,761.60	8,853.76	592,917.79	4,193,697.57	0.00	4,193,697.57
5580	SEWER REVENUE	26,828,211.21	854,081.47	766,207.49	26,916,085.19	154,585.75	27,070,670.94
5581	SEWER IMPROV-WC VOCATIONAL SCH	302,836.78	0.00	0.00	302,836.78	0.00	302,836.78
5583	WATER CONST PROJECTS	894,225.79	1,954,274.85	1,526,192.27	1,322,308.37	49,905.09	1,372,213.46
5590	STORM WATER TIER 1	420,225.54	0.00	0.00	420,225.54	0.00	420,225.54
6619	VEHICLE MAINTENANCE ROTARY	45,810.12	57,614.95	67,279.11	36,145.96	18,094.41	54,240.37
6630	SHERIFF'S POLICING REVOLV FUND	1,211,327.03	0.00	413,761.17	797,565.86	0.00	797,565.86
6631	COMMUNICATIONS ROTARY	273,432.27	8,479.67	4,672.34	277,239.60	3,018.76	280,258.36
6632	HEALTH INSURANCE	635,063.80	990,498.31	1,824,393.17	-198,831.06	133,323.32	-65,507.74
6636	WORKERS COMP SELF INSURANCE	1,775,555.69	34,102.00	26,285.11	1,783,372.58	10,293.28	1,793,665.86
6637	PROPERTY & CASUALTY INSURANCE	290,524.05	0.00	13,286.33	277,237.72	1,100.00	278,337.72
6650	GASOLINE ROTARY	131,610.26	85,065.78	85,181.31	131,494.73	4,243.41	135,738.14
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	503,559.66	503,559.66	0.00	0.00	0.00
7709	CORPORATION FUND	1,314.33	219,108.92	217,019.76	3,403.49	0.00	3,403.49
7713	WATER-SEWER ROTARY FUND	674,604.79	2,086,081.21	2,540,639.32	220,046.68	2,616.04	222,662.72
7714	PAYROLL ROTARY	1,031,381.33	3,855,808.36	4,629,986.89	257,202.80	918,893.12	1,176,095.92
7715	NON PARTICIPANT ROTARY	16,113.84	0.00	0.00	16,113.84	0.00	16,113.84
7716	SCHOOL	0.00	138.10	138.10	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	7,061,292.81	1,345,349.25	62,615.81	8,344,026.25	39,238.33	8,383,264.58
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	12,366.10	11,570.74	0.00	23,936.84	0.00	23,936.84
7720	LOCAL GOVERNMENT FUND	0.00	451,725.15	451,725.15	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00



# Financial Statement for 2024 Period 05



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7722	CIGARETTE LICENSE TAX	1,522.83	15,855.12	825.00	16,552.95	851.28	17,404.23
7723	GASOLINE TAX	0.00	542,190.24	542,190.24	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	212,452.66	0.00	13,622.12	198,830.54	0.00	198,830.54
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	56,311.71	56,311.71	0.00	28,155.86	28,155.86
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,121,511.22	1,121,511.22	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	33,737.33	1,409.98	16,229.75	18,917.56	31,873.11	50,790.67
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	0.00	0.00	0.00	0.00	0.00	0.00
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	8,379.23	11,308.00	12,320.46	7,366.77	0.00	7,366.77
7742	LIBRARIES	0.00	514,358.87	514,358.87	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,407.88	3,386.18	2,386.16	3,407.90	0.00	3,407.90
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	4,585.31	1,384,616.73	1,384,757.60	4,444.44	0.00	4,444.44
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	539,411.50	27,820.00	491,846.50	75,385.00	0.00	75,385.00
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	229,797.92	229,797.92	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	29,507.98	1,162.00	414.15	30,255.83	0.00	30,255.83
7766	ESCROW ROTARY	784,133.45	0.00	0.00	784,133.45	0.00	784,133.45
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2024 Period 05



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7768	RE TAX PYMT PRO/PRE/SALES	74.73	1,693.95	0.00	1,768.68	0.00	1,768.68
7769	BANKRUPTCY POST PETITION CONDU	9,536.49	1,566.86	0.00	11,103.35	0.00	11,103.35
7772	LEBANON MUN ORD VIOLATION INDI	19,456.25	0.00	56.25	19,400.00	0.00	19,400.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	17,239.37	15,068.25	14,255.75	18,051.87	0.00	18,051.87
7776	UNDIVIDED EVIDENCE SHERIFF	28,714.19	0.00	2,466.94	26,247.25	2,466.94	28,714.19
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	1,177,425.30	877,600.00	1,740,600.00	314,425.30	644,221.74	958,647.04
7779	UNDIVIDED DRUG TASK FORCE SEIZ	369,515.10	0.00	3,894.00	365,621.10	4,086.00	369,707.10
7781	REFUNDABLE DEPOSITS	416,774.13	12,021.94	16,930.92	411,865.15	5,069.26	416,934.41
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	3,300,698.20	0.00	3,300,698.20	0.00	3,300,698.20
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	79,060.23	86,096.37	0.00	165,156.60	0.00	165,156.60
7795	UNDIVIDED INDIGENT FEES	0.00	2,513.50	2,513.50	0.00	502.70	502.70
7796	MASON MUN ORD VIOLATION INDIGE	8,241.74	0.00	907.50	7,334.24	150.00	7,484.24
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	3,717.00	3,717.00	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	686,967.55	31,768.48	108.29	718,627.74	0.00	718,627.74
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,581,314.18	119,187.82	391,174.84	9,309,327.16	12,469.89	9,321,797.05

# Financial Statement for 2024 Period 05



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9912	FOOD SERVICE	392,653.54	9,481.50	35,410.54	366,724.50	6,843.50	373,568.00
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	135,290.79	8,759.50	810.00	143,240.29	0.00	143,240.29
9925	SOIL & WATER CONSERVATION DIST	910,764.62	0.00	76,989.37	833,775.25	1,006.88	834,782.13
9928	REGIONAL PLANNING	379,766.88	25,765.40	38,446.20	367,086.08	495.87	367,581.95
9938	WARREN COUNTY PARK DISTRICT	1,548,451.66	110,474.49	161,815.80	1,497,110.35	8,771.19	1,505,881.54
9944	ARMCO PARK	215,627.65	165,463.59	139,044.68	242,046.56	25,742.79	267,789.35
9953	WATER SYSTEM FUND	46,299.53	2,384.50	1,118.50	47,565.53	84.00	47,649.53
9954	MENTAL HEALTH RECOVERY BOARD	16,940,948.71	1,119,375.77	2,201,562.98	15,858,761.50	295,973.07	16,154,734.57
9961	HEALTH GRANT FUND	409,919.31	114,175.34	169,483.40	354,611.25	0.00	354,611.25
9963	CAMPGROUNDS	4,833.70	662.00	1,458.33	4,037.37	0.00	4,037.37
9976	HEALTH - SWIMMING POOL FUND	224,303.98	21,215.75	6,132.85	239,386.88	0.00	239,386.88
9977	DRUG TASK FORCE COG	622,642.36	72,858.82	15,410.35	680,090.83	742.64	680,833.47
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>		<b>382,851,188.14</b>	<b>36,548,176.14</b>	<b>41,723,799.40</b>	<b>377,675,564.88</b>	<b>4,574,626.59</b>	<b>382,250,191.47</b>

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for May, 2024 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

# Resolution

Number 24-0752

Adopted Date June 11, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/4/24 and 6/6/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Auditor

# Resolution

Number 24-0753

Adopted Date June 11, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND  
#6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$215,000.00 into #66320100-5932 (Health Ins – Medical/Rx Claims)

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

/js

cc: Auditor              
Supplemental App. File  
OMB (file)

# Resolution

Number 24-0754

Adopted Date June 11, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND  
COURT OF COMMON PLEAS #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00	from	11011220 5820	Health/Life Insurance
	into	11011220 5210	Materials and Supplies Expenses

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0755

Adopted Date June 11, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND  
COURT OF COMMON PLEAS #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,000.00	from	11011223 5820	Health/Life Insurance
	into	11011223 5910	Other Expenses

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0756

Adopted Date June 11, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND  
#2283

BE IT RESOLVED, to approve the following appropriation adjustment within County Court  
Fund 2283:

\$4000.00	from	#22831280-5400	(Purchased Services)
	into	#22831280-5940	(Travel)

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Appropriation Adjustment file  
County Court (file)



# Resolution

Number 24-0757

Adopted Date June 11, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE  
FUND #6632

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 500.00 from #66320100-5932 (Health – Medical Rx Claims)  
into #66320100-5400 (Health – Purchased Services)

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
OMB (file)

# Resolution

Number 24-0758

Adopted Date June 11, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
ENG	DLT SOLUTIONS LLC	ENG 2 SUB RENEWALS 1 PURCHASE	\$ 24,732.67 *capital Purchase/ 3 quotes
TEL	SECURE CYBER DEFENSE LLC	TEL SECURE CYBER DEFENSE MANAG	\$ 1,139,076.00 *contract in packet
TEL	CDW LLC	TEL RENEWAL OF SERVER BLADE SY	\$ 6,135.97 *contract in packet

**PO CHANGE ORDERS**

WAT	MOODY'S OF DAYTON	WAT 2024 WELL REDVELOPMENT	\$ 82,911.00 *increase/contract in packet
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6/11/24 APPROVED :



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Martin Russell, County Administrator