

# Resolution

Number 24-0028

Adopted Date January 09, 2024

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR LEIGH ANN GEBELE WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Leigh Ann Gebele, Assessment/Investigative Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period; and


NOW THEREFORE BE IT RESOLVED, to approve Leigh Ann Gebele's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.06 per hour effective pay period beginning January 13, 2024.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0029

Adopted Date January 09, 2024

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR NOAH FAULKNER WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Noah Faulkner, Sewer Collections Worker II within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Noah Faulkner's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.72 per hour effective pay period beginning January 13, 2024.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Water and Sewer (file)  
N. Faulkner's Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-0030

Adopted Date January 09, 2024

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR NATHAN MARSHALL WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Nathan Marshall, Sewer Collections Worker I within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Nathan Marshall's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$21.63 per hour effective pay period beginning January 13, 2024.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Water and Sewer (file)  
N. Marshall's Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-0031

Adopted Date January 09, 2024

APPROVE LATERAL TRANSFER OF SYDNEY NEWELL FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER II TO ASSESSMENT INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, after the Director of Children Services has requested the lateral transfer of Ms. Newell to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Sydney Newell from the position of Protective Services Caseworker II to Assessment Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division effective pay period beginning January 8, 2024.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Children Services (file)  
S. Newell's Personnel file  
OMB – Sue Spencer

# Resolution

Number 24-0032

Adopted Date January 09, 2024

APPROVE THE LATERAL TRANSFER OF BRANDY COOPER FROM EMERGENCY COMMUNICATIONS SUPERVISOR TO TRAINING SUPERVISOR WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, the director has requested to latterly transfer Ms. Cooper to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Brandy Cooper from Emergency Communications Supervisor to Training Supervisor effective January 8, 2024.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Emergency Services(file)  
B. Cooper's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 24-0033

Adopted Date January 09, 2024

REMOVE PROBATIONARY EMPLOYEE JODY SCHENKEL, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Jody Schenkel, began employment with the Warren County Department of Job and Family Services, Human Services Division on May 30, 2023, subject to a 365-day probationary period; and

WHEREAS, the Director of Warren County Department of Job and Family Services, Human Services Division, has recommended said employee be terminated for failing to meet the required standards of her position; and

NOW THEREFORE BE IT RESOLVED, to remove Jody Schenkel from employment within the Warren County Department of Job and Family Services, Human Services Division, effective January 2, 2023.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0034

Adopted Date January 09, 2024

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF TERESA DAVIS, LEAD FOSTER CARE CASEWORKER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MARCH 8, 2024

BE IT RESOLVED, to accept the resignation, due to retirement, of Teresa Davis, Lead Foster Care Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective March 8, 2024.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Children Services (file)  
T. Davis' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-0035

Adopted Date January 09, 2024

ACCEPT RESIGNATION OF EMILIA DONALD, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JANUARY 4, 2024

BE IT RESOLVED, to accept the resignation, of Emilia Donald, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective January 4, 2024.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

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



# Resolution

Number 24-0036

Adopted Date January 09, 2024

AUTHORIZE THE POSTING OF THE "INFRASTRUCTURE SYSTEMS ANALYST I" POSITION, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for an "Infrastructure Systems Analyst I" position within the Telecommunications Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Infrastructure Systems Analyst I 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 January 4, 2024.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

H/R

cc: Telecom (File)  
OMB – Sue Spencer

# Resolution

Number 24-0037

Adopted Date January 09, 2024

ENTER INTO DEPENDENT ELIGIBILITY SERVICE AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT WITH BMI AUDIT SERVICES, LLC., EFFECTIVE JANUARY 2, 2024

WHEREAS, it is the desire of the Warren County Board of County Commissioners to enter into an original agreement with BMI Audit Services, LLC., for the provision of dependent eligibility audit for those enrolled in the Warren County Healthcare Plan; and

NOW THEREFORE BE IT RESOLVED, to enter into the Dependent Eligibility Service Agreement and Business Associate Agreement by BMI Audit Services, LLC., effective January 2, 2024; said agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

HR/

cc: c/a—BMI Audit Services  
Horan/Hub  
Benefits File  
Tammy Whitaker, OMB

**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT ("**Agreement**") is entered into by and between WARREN COUNTY COMMISSIONERS (referred to as "**Covered Entity**") and BMI AUDIT SERVICES, LLC. ("**Business Associate**"). This Agreement is effective as of \_\_\_\_\_, 2023 ("**Effective Date**").

**RECITALS**

**WHEREAS**, Business Associate provides services under one or more services agreements to Covered Entity, which is a covered entity as that term is defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its implementing regulations (collectively, "**HIPAA**"), as amended by the final regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health (such regulations, "**HITECH**") Act (Division A, Title XIII and Division B, Title IV of Pub. L. No. 111-5) (which was part of the American Recovery and Reinvestment Act of 2009); and

**WHEREAS**, Covered Entity is required to protect the privacy and security of Protected Health Information, including Electronic Protected Health Information (sometimes collectively referred to as "**PHI**" or individually as "**PHI**" and "**EPHI**"), and to obtain written assurances that Business Associate will protect the privacy and security of PHI disclosed to or created by Business Associate on its behalf in compliance with HIPAA and HITECH; and

**WHEREAS**, the HIPAA Privacy Rule and Security Rules and HITECH require Covered Entity and Business Associate to enter into this Agreement containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("**CFR**"); and

**NOW, THEREFORE**, in consideration of the mutual promises below and other consideration contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. DEFINITIONS**

- A. "Breach" shall have the meaning set forth in 45 C.F.R. Section 164.402.
- B. "Breach Notification Rule" shall mean the rule related to breach notification for Unsecured Protected Health Information codified at 45 C.F.R. Parts 160 and 164, Subpart D.
- C. "Electronic Protected Health Information" or "EPHI" shall have the meaning given to such term at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- D. "HIPAA Rules" shall mean the Privacy, Security and Breach Notification Rules.
- E. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such term under the Privacy and Security Rules at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- G. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. Parts 160 and 164, Subparts A and C means the HIPAA regulation that is codified at 45 C.F.R. Part 164.
- H. All capitalized and other terms used in this Agreement and not otherwise defined herein will have the meaning ascribed in the Privacy, Security and Breach Notification Rules.

## II. OBLIGATIONS OF BUSINESS ASSOCIATE

- A. **Permitted Uses and Disclosures Use of PHI.** Except as provided in Sections II(A)(1)-(5) below, Business Associate may only use or disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity.
1. **Use for Management and Administration.** Except as otherwise limited in this Agreement, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(4), use PHI if necessary (i) for the proper management and administration of Business Associate, or (ii) to carry out the legal responsibilities of Business Associate.
  2. **Disclosure for Management and Administration.** Except as otherwise limited in this Agreement, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(4), disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided (i) the disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed ("Person") that it will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the Person, and that the Person agrees to immediately notify Business Associate in writing of any instances of which it becomes aware in which the confidentiality of the information has been breached or is suspected to have been breached.
  3. **Data Aggregation.** Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
  4. **De-Identification.** Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514(b).
  5. **Reporting Violations.** Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- B. **Limitations on Disclosure of PHI.** Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Agreement.
- C. **Obligations on Behalf of Covered Entity.** To the extent Business Associate carries out an obligation for which Covered Entity is responsible under the Privacy Rule, Business Associate must comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.
- D. **HIPAA Safeguards**

1. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement.
  2. Business Associate shall comply with the Security Rule and implement reasonable and appropriate Administrative, Physical, and Technical Safeguards to protect the Confidentiality, Integrity, and Availability of EPHI and to prevent the use or disclosure of EPHI other than as permitted by the Agreement.
  3. Business Associate shall not disclose or maintain PHI outside of the United States and shall not allow anyone outside the United States to have access to PHI without the express, prior written consent of Covered Entity.
- E. Reporting of Disclosures of Protected Health Information in Violation of HIPAA.** Business Associate shall report to Covered Entity in writing any use or disclosure of PHI not permitted by this Agreement promptly after becoming aware of such use or disclosure.
- F. Reporting of Security Incidents.** Business Associate shall report to Covered Entity any successful Security Incident promptly, but no later than five (5) days, upon becoming aware of such incident. For purposes of this Agreement, an “unsuccessful” Security Incident is an unsuccessful attempt to breach the security of Business Associate’s systems that Business Associate determines was targeted at Business Associate’s systems storing Covered Entity’s EPHI, and includes general “pinging” or “denial of service” attacks that are not determined to have been directed at such EPHI, and such unsuccessful Security Incidents shall be deemed as having been reported.
- G. Reporting of Breaches of Unsecured PHI.**
1. **Notification Requirement.** Business Associate shall report any Breach of Unsecured PHI known or suspected by Business Associate to Covered Entity without unreasonable delay and in no case later than five (5) days after discovery of the Breach.
  2. **Discovery of Breach.** For purposes of reporting a Breach to Covered Entity, the discovery of a Breach shall occur on the first day on which such Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to or suspected by the Business Associate. Business Associate will be considered to have had knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known to any person (other than the person committing the Breach) who is an employee, officer or agent of the Business Associate.
  3. **Contents of Notification.** Any notice referenced above in Section II(G)(1) of this Agreement will include, to the extent known to the Business Associate, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during such Breach. Business Associate will also provide to Covered Entity other available information that the Covered Entity is required to include in its notification to the individual pursuant to the Breach Notification Rule.
- H. Agreements by Third Parties.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall enter into a written agreement with any Subcontractor that creates, receives, maintains or transmits PHI for or on behalf of Business Associate pursuant to which such Subcontractor

agrees to be bound by substantially the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI.

- I. **Disclosure to U.S. Department of Health and Human Services/Covered Entity.** Business Associate shall make its internal practices, books, and records relating to the use and disclosures of PHI available to the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA.
- J. **Access by Individuals.** Business Associate shall provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity in order for Covered Entity to meet the requirements under the Privacy Rule at 45 C.F.R. § 164.524.
- K. **Amendment of PHI.** Business Associate shall make any PHI contained in a Designated Record Set available to Covered Entity for purposes of amendment pursuant to 45 C.F.R. § 164.526.
- L. **Accounting of Disclosures.** To the extent applicable, Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule at 45 C.F.R. § 164.528. Business Associate shall provide Covered Entity with such documentation upon the request of Covered Entity.
- M. **Minimum Necessary.** Business Associate shall only request, Use, and Disclose the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.
- N. **Mitigation.** Business Associate shall, to the extent practicable, mitigate any harm caused by a use or disclosure that is not permitted by this Agreement.

### III. OBLIGATIONS OF COVERED ENTITY

- A. **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitations may affect Business Associate's Use or Disclosure of PHI.
- B. **Revocation of Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- C. **Right to Request Privacy Protection for PHI.** Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 ("**Right to Request Privacy Protection for PHI**"), to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- D. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to Use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Exceptions to this Section include Use or Disclosure PHI for Data Aggregation or management and administration and legal responsibilities of Business Associate.

**IV. TERM AND TERMINATION**

- A. **Term.** The Term of this Agreement shall be effective as of the date specified above, and shall continue in effect until terminated by either party as provided in this Section IV.
- B. **Termination for Cause.** If Covered Entity becomes aware of a pattern of activity or practice that constitutes a material breach or violation of the obligations under the provisions of this Agreement, Covered Entity has the option to terminate the Agreement upon demanding a cure within thirty (30) days of obtaining such knowledge. If Business Associate fails to cure such breach within the thirty (30) day period, Covered Entity has the right to terminate the Agreement immediately. Upon termination under this provision, Business Associate shall have the right to terminate any other agreements that permit or require the exchange of PHI.
- C. **Termination without Cause.** Either party may terminate the Agreement without cause upon thirty (30) days' notice to the other party, provided that there are no other agreements between the parties that permit or require the exchange of PHI.
- D. **Obligations of Business Associate Upon Termination.**
1. Except as provided in paragraph two (2) of this Section IV(D), upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and shall retain no copies of the PHI except as required by the Agreement.
  2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**V. MISCELLANEOUS**

- A. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the HIPAA Rules.
- B. **Survival.** The respective rights and obligations of Business Associate under Section IV(D) of this Agreement shall survive the termination of this Agreement.
- C. **Governing Law.** This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws of the State of Indiana.
- D. **Titles and Headings.** Titles and headings to sections herein are for purposes of reference only, and shall in no way limit, define, or otherwise affect the provisions herein.
- E. **Entire Agreement.** This Agreement, including any exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties and the subject matter hereto.

- F. **No Third-Party Rights.** The parties agree that it is their specific intention to create no third-party rights by virtue of this Agreement.
- G. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- H. **Independent Contractors.** The parties are and shall be independent contractors to one another, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Except as expressly provided herein, neither party shall be liable for any debts, accounts, obligations, or other liabilities of the other party.
- I. **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, and assigns. Either party may assign any of its rights and delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of such party's assets without the other party's consent.
- J. **Severability.** In the event that any court or any governmental authority or agency declares all or part of any section of this Agreement to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any other section of this Agreement, and in the event that only a portion of any section is so declared to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate the balance of such section.
- K. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- L. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- M. **Interpretation.** The provisions of this Agreement shall prevail over any provisions in any other agreement between the parties that may conflict or appear inconsistent with any provision in this Agreement. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- N. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
- O. **Remedies.** Business Associate acknowledges and stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to the Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief without the necessity of posting a bond, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement.

[Signature page follows]




**SIGNATURE PAGE TO  
BUSINESS ASSOCIATE AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first set forth above.

**BMI Audit Services, LLC**

**Warren County Commissioners**

Signature: 

Signature: \* 

Printed Name: Robert Temples

Printed Name: Dave Young

Title: Director, Operations

Title: President

Date: 1/3/2024

Date: 1-9-24

**APPROVED AS TO FORM**



**Kathryn M. Horvath  
Asst. Prosecuting Attorney**

AFFIDAVIT OF NON COLLUSION

STATE OF INDIANA  
COUNTY OF ST. JOSEPH

I, Robert Temples, holding the title and position of Director, Operations at the firm BMI Audit Services, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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


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

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

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

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

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

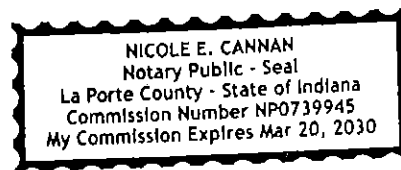
  
AFFIANT

Subscribed and sworn to before me this 3<sup>rd</sup> day of  
January 20 24

Nicole E. Cannan  
(Notary Public),

St. Joseph County.

My commission expires March 20 20 30



**DEPENDENT ELIGIBILITY SERVICES AGREEMENT**

THIS AGREEMENT is made as of January 2, 2024 between WARREN COUNTY COMMISSIONERS (“Client”) and BMI AUDIT SERVICES, LLC (“Company”).

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

- 1. **Services.** Company agrees to perform for Client the Scope of Services (“Services”) described in Attachment A hereto, which is incorporated fully herein by this reference. The order or sequence in which the work is to be performed shall be under the control of Company. All materials used in providing the Services shall be provided by Company. Company will notify Client as soon as possible in advance of any planned system changes that would impact performance of work as outlined.
- 2. **Payment for Services.** Client, or its representative, agrees to pay Company for Services in accordance with the Fees described in Attachment A. Client, or its representative, shall pay Company the amounts agreed to herein upon receipt of invoices from Company.

Billing Contact Information:

Attn: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

- 3. **Confidential Information.** Each party hereto (“Such Party”) shall hold in trust for the other party hereto (“Such Other Party”), and shall not disclose to any non-party to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party’s research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. Company hereby acknowledges that during the performance of this Agreement, the Company may learn or receive confidential Client information and therefore Company hereby confirms that all such information relating to the Client’s business will be kept confidential by the Company. Company and Client further agree to comply with the terms and conditions of the Business Associate Agreement executed by the parties. Notwithstanding the foregoing, the parties acknowledge that Client is a public entity subject to Ohio’s public record laws. Nothing in this Agreement shall interfere with Client’s compliance with disclosures required by law.
- 4. **Staff.** Company is an independent contractor and neither Company nor Company’s staff is or shall be deemed to be employed by Client. Client is hereby contracting with Company for Services and Company reserves the right to determine the method, manner, means and staff by which the Services will be performed. The Services shall be performed by Company or Company’s staff, and Client shall not be required to hire, supervise, or pay any assistants to help Company who performs the Services under this Agreement. Company shall not be required to devote Company’s full time nor the full time of Company’s



staff to the performance of the Services required hereunder, and the parties acknowledge that Company has other clients and Company offers services to the public. Client shall not provide any insurance coverage of any kind for Company or Company's staff; Company shall take appropriate measures to ensure that Company's staff is competent and that they do not breach Section 3 hereof.

**5. Termination.** Either party may terminate the Agreement for any reason with thirty (30) days written notice. In the event of termination prior to completion, Company shall be entitled to payment for the portion of the Services performed prior to the date of termination.

**6. Indemnification.**

**6.1 Company Indemnification of Client.** Except as otherwise provided in this Agreement, and subject to the limitation of liability set forth in Section 7.3, Company, to the extent allowable by law, shall indemnify, defend, and hold harmless Client and its officers and employees from and against all damage, costs, loss, expenses and liability, including but not limited to reasonable attorneys' fees and court costs (collectively "Losses"), that Client may suffer or incur to the extent that such Losses are directly caused by the failure of Company to perform the Services in accordance with the terms and conditions of this Agreement and applicable federal, state, and local laws. Company shall have no obligation to indemnify, defend, or hold harmless Client in the event that such Losses result from the inaccuracy or incompleteness of any information or documents provided or required to be provided by Client pursuant to the terms and conditions of this Agreement or the acts or omissions of the Client or its agents and employees.

**7. Warranty; Disclaimer; Limitation of Liability.**

**7.1 Limited Warranty; Remedies.** Company will not be liable for any injury resulting from errors, omissions, negligent, or other wrongful acts of any employee of Client or its affiliates. Company warrants that it will perform the Services in a professional manner using personnel of commercially reasonable skill, experience, and qualifications. Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty will be Company using commercially reasonable efforts to promptly correct such breach. Client is required to assert any claim under this Section in writing within ninety (90) days after the performance of the applicable Services.

**7.2 DISCLAIMER OF WARRANTIES.** EXCEPT AS PROVIDED IN SECTION 7.1, COMPANY MAKES NO WARRANTIES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTY THAT ALL DETERMINATIONS MADE BY COMPANY ARE ACCURATE AS SUCH DETERMINATIONS ARE BASED UPON INFORMATION PROVIDED BY CLIENT AND/OR THEIR REPRESENTATIVE.

**7.3 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, (A) IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, TO THIRD PARTIES); (B) IN NO EVENT WILL COMPANY BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR INACCURATE PAYMENTS MADE BY CLIENT UNDER ANY CIRCUMSTANCES; AND (C) COMPANY'S LIABILITY TO CLIENT AND ITS AGENTS UNDER THIS AGREEMENT OR WITH RESPECT TO THE SERVICES PERFORMED OR MATERIALS

FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW) SHALL IN NO EVENT EXCEED THE BILLED VALUE OF THE SERVICES TO WHICH SUCH CLAIM RELATES. THE FOREGOING LIMITATIONS OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

- 8. Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Company by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. Notwithstanding anything to the contrary, the parties shall be bound by the terms and conditions set forth in the Business Associate Agreement entered into between the parties.
- 9. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Warren County, Ohio.
- 10. Additional Work and Modification.** Company and Client must agree in writing upon any services requested by Client, but not included in Attachment A. Company will review requested services and if agreed upon, submit an amendment for Client to approve prior to the performance of the requested additional services by Company. Additional work and modifications to Services in Attachment A may impact Professional Fees and timelines. Furthermore, this Agreement may be amended only by a subsequent written agreement signed by both parties and specifically reciting that it is an amendment to this Agreement.
- 11. Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, and assigns. Neither party may assign any of its rights and delegate any of its obligations to any affiliate or to any person without the other party's prior written consent.
- 12. Miscellaneous.**
- 12.1 Legal Counsel.** All parties hereto have been given the opportunity to consult with counsel and other advisors of their choice.
- 12.2 Binding Agreement.** All parties knowingly, voluntarily and without duress, coercion, unlawful restraint, intimidation or compulsion, enter into this Agreement.
- 12.3 Construction.** This Agreement will be construed as to its fair meaning and not strictly for or against any party.
- 12.4 Captions.** The section headings to this Agreement are for reference only and do not in any way define, limit or describe the scope or intent of, or otherwise effect, this Agreement or any part hereof.
- 12.5 Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, or any other cause beyond the reasonable control of such party.

- 12.6 Severability.** This Agreement shall be construed to be in accordance with federal and state statutes and regulations. If any provision of this Agreement is found to be wholly or partially invalid, illegal or unenforceable under any applicable statute or rule of law, then such provision or part thereof shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 12.7 Third-Party Beneficiary.** This is an agreement between Company and Client. Except as specifically provided in this Agreement, Client does not intend to create in any third party, including without limitation any payor, patient, enrollee, vendor, subcontractor or other party other than Client, any right to enforce this Agreement or to collect for Losses under this Agreement.
- 12.8 Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 12.9 Expiration of Services Offered.** Company reserves the right to make changes to Services and Professional fees described in Attachment A if this Agreement is not fully executed within sixty (60) days of the date first shared by Company directly to Client or Client's representative. Company shall issue a revised Agreement only if changes are made by Company after sixty (60) days, otherwise the Agreement and services offered shall remain in effect until signed by both parties.




IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

**Approvals:**


**BMI AUDIT SERVICES, LLC**

(Company)

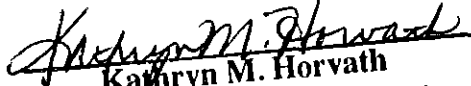
  
\_\_\_\_\_  
SIGNATURE  
Robert Templas  
\_\_\_\_\_  
PRINT NAME  
Director, Operations  
\_\_\_\_\_  
TITLE  
1/3/2024  
\_\_\_\_\_  
DATE

**WARREN COUNTY COMMISSIONERS**

(Client)

\*   
\_\_\_\_\_  
SIGNATURE  
Dave Young  
\_\_\_\_\_  
PRINT NAME  
President  
\_\_\_\_\_  
TITLE  
1-9-24  
\_\_\_\_\_  
DATE

**APPROVED AS TO FORM**

  
**Kathryn M. Horvath**  
Asst. Prosecuting Attorney



**ATTACHMENT A**

**1. Scope of Services.** Specific to this Agreement, Company will provide the following Services for Client.

Setup and Implementation

Coverage(s) included: Medical <input checked="" type="checkbox"/>	Dental <input type="checkbox"/> (additional fees apply)	Vision <input type="checkbox"/> (additional fees apply)
Spousal Carve-out: Medical <input checked="" type="checkbox"/>	Dental <input type="checkbox"/>	Vision <input type="checkbox"/> N/A <input type="checkbox"/>
Spousal Surcharge: Medical <input type="checkbox"/>	Dental <input type="checkbox"/>	Vision <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

- Client and/or its representative will provide to Company information relative to eligibility records maintained as follows:
  1. One enrollment file adhering to Company’s enrollment file layout containing all employees and their dependents eligible to receive benefits at the time of the audit. Company will accept the file either from Client and/or administrator(s) responsible for administering the coverage(s) included.
  2. Record layouts and data descriptions appropriate to all pertinent files and records.
  3. All current published plan documentation including Summary Plan Description(s) (SPD(s)), plan amendments, and any other correspondence or directives prepared for the purpose of interpreting and/or clarifying plan eligibility for the plan(s) included in the audit.

Planning Phase

- After receiving the necessary materials and prior to commencing any audit functions, Company will hold one (1) “kick-off call” with all pertinent Client personnel. The objectives of the call will be to recognize the roles of each individual involved, determine the proper communication channels, review all steps of the audit, review a timeline, provide standard communication templates and obtain a full and complete understanding of the dependent eligibility criteria for Client’ health benefit plan(s) to be included in the audit.
- Company's standard communications to employees must be approved by all parties at least five (5) business days before the first mailing date all as determined and agreed upon following the creation of the audit's timeline.
- Client shall provide Company a copy of any internal communication notices sent to employees at any time during the audit at least three (3) business days in advance of distribution to allow for proper planning of customer service that could be required.

Initial Mailing (Phase 1)

- Company will produce an “Initial Mailing”, consisting of a letter and form that will be mailed to all employees who have enrolled at least one dependent identified in the enrollment file provided by Client. If a spousal carve-out or surcharge is included, an additional form will be included. The mailing will advise employees included in the audit of eligibility requirements for the plan(s), a close of audit date, ask questions pertaining to the plan(s) requirements, and request documentation specific to each





dependent. The letter will assist the employee in understanding how to obtain replacement documents if needed. The employee will be asked to upload, fax or mail the required information to Company. Employees will have no longer than four (4) weeks to respond.

- If Company does not receive all requested documentation, Company will send hard copy follow-up requests referred to as an “Incomplete Letter”, indicating the member-specific missing or incomplete documentation and deadline for submission. Alternatively, if employees have signed up for paperless communications via web portal, then an email will be sent directing them to the portal for this same information.

#### Reminder Mailing (Phase 2)

- Five (5) business days after the end of Phase 1, Company will produce an “Reminder Mailing” to be mailed to all employees in the audit who have not responded or have at least one dependent who is incomplete. The mailing will include applicable forms and/or an employee specific “Incomplete Letter” requesting all documentation specific to each dependent that is necessary for Company to complete its verification review. The employee will be asked to upload, fax or mail the required information to Company. Employees will have no longer than three (3) weeks to respond.
- If Company does not receive all requested documentation, Company will send hard copy follow-up requests referred to as an “Incomplete Letter”, indicating the member-specific missing or incomplete documentation and deadline for submission. Alternatively, if employees have signed up for paperless communications via web portal, then an email will be sent directing them to the portal for this same information.

#### Final Mailing & Appeals (Phase 3)

- Five (5) business days after the end of Phase 2, Company will produce a “Final Mailing & Appeals” consisting of a letter to be mailed to all employees in the audit who have not responded or have at least one dependent whose eligibility verification is incomplete. The letter will advise the employee that the deadline has passed and that unless they take immediate action by a specified appeals date, benefits for their dependents will be dropped on a stated date/time. Employees will have no longer than three (3) weeks to respond. The mailing will include a copy of applicable forms and/or a member specific “Incomplete Letter” requesting all documentation specific to each dependent that is necessary for Company to complete its verification review. The mailing will instruct the employee to upload, fax or mail the required information to Company. Company will continue to process all documents received up to five (5) business days after the appeal deadline.



### Call Center Operations

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- Company's correspondence will refer to Company's Call Center for additional support and guidance. Features of Company's U.S.-based Call Center include:
  - A toll-free telephone line will be staffed during extended business hours (Mondays – Thursdays 8:00 AM to 7:00 PM Eastern Time; Fridays 8:00 AM to 5:00 PM Eastern Time) and supported by a third-party live language translation service. After hours, Company supports 24/7 voice messaging and the ability to track all in-bound and out-bound messaging. Voicemails are returned within one (1) business day. All identified calls will be logged by date, time, and Call-Center team initials. Calls can be recorded if needed. The Call Center will be closed for Company holidays or staff meetings.

### Web Portals

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- All mailings and follow-up correspondence will refer to Company's employee portal for additional support and guidance. The employee portal will allow employees to:
  - Upload their dependent eligibility verification documents directly to the Company dependent eligibility processing center.
  - Download forms and letters
  - Determine the overall status of their audit in real time.
  - View detailed explanations and guidance on how to complete the audit if their status is "Incomplete" or "No Response".
  - Confirm dates documents were sent or received.
  - Access FAQs with answers.
  - Review privacy and security policies.
  - Resources for those who may be losing coverage as a result of the audit.
- Company will provide key contacts at Client an employer web portal that will contain an area for its sole access and use for management of its audit. Specified users, with permission levels set by Client, can log in to view and download reports. In addition, Client can upload revisions to audit communication documents where applicable.

### Verification & Document Processing

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- All incoming portal uploads, faxes, mail and emails will be captured in Company's document management system. In addition, documents received that contain Company's unique family barcode will automatically be assigned to the corresponding employee record while also providing real-time document receipt status on our web portal. Company handles all mail returns and address updates. All changes and updates logged throughout the audit and are reported to Client on a periodic basis.
- Documentation submitted by employees will be reviewed by Company to determine completeness of the submission. Processing of documentation will cease following the close of audit date, but attached to the employee's record. Company will not assume any responsibility or liability associated with the receipt of falsified or altered documents. Documentation supplied by employees will be presumed to be authentic. If a question as to an item's validity is raised by Company, it will be shared with Client for a determination.

- Following the end of the Final Mailing & Appeals (Phase 3) (“close of audit date”), Client may elect to have Company provide them with electronic copies of all documents received during the course of the audit. Each document file name will be labeled to include the employee unique ID, last name, first name and document number. The document copies will be uploaded in the same format they were received.
- Documentation stored electronically in Company’s systems shall be kept for a period of up to six (6) months from the close of audit date. After six (6) months, electronic data will be securely purged from our systems.
- Company will securely destroy all collected hard copy documentation on a monthly basis for any documents older than 150 days from the date scanned.

### Reporting

- Reports will be available to Client on a weekly basis during Initial Mailing (Phase 1) through Final Mailing (Phase 3). The report contains details of each employee and their dependent’s status in the audit. After the Final Mailing (Phase 3) is completed, reporting will indicate the final status of each employee and their dependent(s) included in the audit. An Executive report will also be provided after the conclusion of the Final Mailing (Phase 3). Client will make the final determination of any action to be taken as a result of the audit findings.

**2. Fees.** Client agrees to pay Company professional fees (“Fees”) equal to the lesser of the Flat Fee or the Calculated Savings whether or not Client actually removes those dependents from benefits coverage.

“Calculated Savings” is defined as the number of non-verified dependents included in the Executive Report multiplied by \$5,725, whether or not the plan sponsor actually removes those dependents from benefits coverage. Sources of non-verified dependents include, but are not limited to those who do not prove that they meet the plan’s eligibility requirements, voluntary withdrawals during an amnesty period, dependents for whom the associated subscriber fails to submit all documentation requested, and dependents whose audit status is suspended by the plan sponsor during the audit. Calculated Savings do not include dependents suspended due to employee termination or death.

“Flat Fee” is defined as \$15,210, assuming 484 employees with dependents subject to the audit (“Expected Number”). If the number of such employees varies by +/- 2% from the Expected Number, the Flat Fee will be adjusted up or down in the amount of \$31.43 for each employee with dependents subject to the audit that is more or less than the Expected Number.

As a condition of receiving this structure for Fees, (i) Client represents and warrants that as a plan sponsor it has not conducted a dependent eligibility audit or otherwise taken systemic action to remove ineligible dependents from its health benefit plan(s) within the last twenty-four months and (ii) Client must have more than 100 employees with dependents subject to the audit.



**3. Deposit; Invoice.** The Fees will be due as follows:

All services including printing, phones, fax, and postage:	\$ 15,210.00
<u>Invoicing Schedule</u>	
a) Due within 10 days after fully-executing this Agreement and before the Initial Mailing:	\$ 7,605.00
b) Due within 10 days after the Initial Mailing:	\$ 6,084.00
c) Due within 10 days after release of Executive Report:	\$ 1,521.00

Additional fees for handling multiple files and/or formats or requests for reports or extra calls from Client or Client's representative beyond Company's standard scope of services may apply, provided Client approves such fees in writing in advance.

Should any amount owed remain unpaid for more than thirty (30) days, interest shall accrue on all unpaid amounts at a rate of 1.5% per month. Company shall be relieved of all obligations to provide services during any period in which payments are delinquent. All project activities are subject to change and will be revised at Company's sole discretion based upon the nature of the delinquent payment(s).

**4. Performance Guarantee.** Subject to the provisions described here within, Company offers the following guarantees to Client with up to 10% of fees at risk for failing to meet the defined goals.

- 2% of overall Fees at risk for accuracy of documents processed: 99% of documents received will be processed accurately as determined by any changes required after the final weekly report is provided after the close of audit date.
- 2% of overall Fees at risk for timeliness of documents processed: On average, inbound documents (physical or electronic) will be processed within 3 business days based on the receipt date for each item.
- 2% of overall Fees at risk for call center answering: On average, all calls will be answered within 45 seconds.
- 2% of overall Fees at risk for email inquiry responses: On average, inbound email inquiries from employees will be responded to within 2 business days based on the recorded date/time for each inquiry.
- 2% of overall Fees at risk for web-portal availability: Excluding any planned maintenance, the employee web portal will be available 99% of the time.

**5. Expenses.** All postage, printing, phone, fax, expenses will be the responsibility of Company.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 24-0038

Adopted Date January 09, 2024

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY  
JANUARY 11, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
January 11, 2024.

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

Mr. Grossmann -- absent

Mr. Young -- yea

Mrs. Jones -- yea

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Auditor   
Commissioners' file  
Press

# Resolution

Number 24-0039

Adopted Date January 09, 2024

SET PUBLIC HEARING FOR REZONING APPLICATION OF BLUE ROCK PROPERTIES, LLC (CASE #2023-09), TO REZONE APPROXIMATELY 30 ACRES FROM MIXED USE NEIGHBORHOOD ZONE "MXU-N" TO LIGHT INDUSTRIAL MANUFACTURING ZONE "I1" AND GENERAL INDUSTRIAL MANUFACTURING DISTRICT "I2" WITH A PLANNED UNIT DEVELOPMENT IN UNION TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application of Blue Rock Properties, LLC owner of record (Case #2023-09), to rezone approximately 30 acres (Parcel Number 133331000110) located at 2300 Lebanon Road in Union Township from Mixed Use Neighborhood Zone "MXU-N" to Light Industrial Manufacturing Zone "I1" and General Industrial Manufacturing District "I2" with a Planned Unit Development; said public hearing to be held January 30, 2024, at 9:30 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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 24-0040

Adopted Date January 09, 2024

ENTER INTO PROFESSIONAL SERVICE CONTRACT WITH THE CITY OF WILMINGTON  
RELATIVE TO BUILDING INSPECTION SERVICES

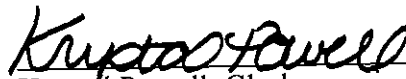
BE IT RESOLVED, to enter into a professional service contract with the City of Wilmington for the purpose of Warren County providing building inspection services, plan review and Building Official services on behalf of the City of Wilmington; copy of said contract is attached hereto and made a part hereof.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—City of Wilmington  
Building Department (file)

RESOLUTION NO. R-23-40

**AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO AN AGREEMENT FOR BUILDING CODE ENFORCEMENT WITH WARREN COUNTY BOARD OF COMMISSIONERS; AND DECLARING AN EMERGENCY**

WHEREAS, upon unexpected retirement of the Chief Building Official, the City of Wilmington requires Building Code Enforcement services.

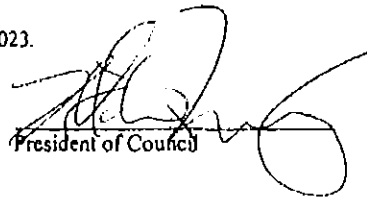
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That the Director of Public Service is authorized to enter into an agreement with Warren County Board of Commissioners, attached hereto and incorporated herein by reference as "Exhibit A," for the provision of Building Code Enforcement services

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be an emergency measure necessary to the immediate preservation of the public health, safety and welfare of the City and its inhabitants due to the unexpected retirement of the Chief Building Official, and accordingly, shall be in full force and effect immediately upon its passage.

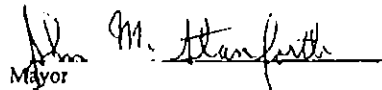
Passed this 21<sup>st</sup> day of September 2023.

  
\_\_\_\_\_  
President of Council

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

Approved by me this 21<sup>st</sup> day of September 2023.

  
\_\_\_\_\_  
Mayor



**Professional Services Contract for Building Code Enforcement  
between the  
City of Wilmington, Ohio, and Warren County Board of Commissioners**

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This Professional Services Contract (the Agreement) is made by and between the CITY OF WILMINGTON, an Ohio municipal corporation, whose mailing address is 65 n. South Street, Ohio 45177 (the "CITY") and the WARREN COUNTY BOARD OF COMMISSIONERS, an Ohio county and political subdivision, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "COUNTY"):

1. **Professional Services:** The COUNTY agrees to perform professional services as outlined in Appendix A (Scope of Services) attached hereto and made a part hereof.
2. **Terms:** The performance of professional services by the COUNTY shall commence upon execution of this Agreement by both parties. All terms of the Agreement shall remain in force and effect unless and until such time that either party terminates the Agreement as provided in Section 6 hereinafter.
3. **Compensation:** The CITY agrees to compensate COUNTY in accordance with the terms and conditions set forth in Appendix B (Compensation).
4. **Responsibilities of the CITY:** If the services performed by the COUNTY are dependent upon the CITY furnishing data or other information to the COUNTY, all such data, information, reports, and other material as are existing, available, and necessary for the carrying out of the work shall be furnished to the COUNTY without charge by the CITY, and the CITY shall cooperate with the COUNTY in every way possible in carrying out the professional services.
5. **Personnel:** The COUNTY represents that it currently employs all personnel required in performing the services under the Agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with, the CITY.
6. **Insurance:** The CITY shall provide COUNTY with a Certificate of Insurance (or other documentation satisfactory to the COUNTY) that the CITY has in effect, without interruption, during the term of this Agreement, a policy of general commercial liability insurance or the equivalent thereof that names the County and its elected officials and employees as additional insureds relating to the scope of services of this Agreement. The Certificate of Insurance shall further require the COUNTY be given advance notice at the address in the introductory paragraph in the event of termination of such policy during the term of this Agreement. The CITY'S insurance coverage shall be the primary liability coverage and the COUNTY'S self-insured pooled coverage shall be secondary. The COUNTY is self-insured for Worker's Compensation and its employees shall be covered under the COUNTY'S worker's compensation coverage.
7. **Termination of Contract:** The Agreement may be terminated by either party, without cause, which shall be evidenced by receipt of a thirty (30) day prior written notice from the other party of its intent to terminate, and upon expiration of the thirty (30) days the Agreement shall be terminated.
8. **Waivers or Revisions:** To be valid, any waiver, amendment, or revision of any portion of this Agreement shall be in writing and shall not take effect until signed by the duly authorized representatives of both the CITY and the COUNTY.
9. **Computerized Records:** Upon request, and to the extent the COUNTY'S software program can generate such reports, the COUNTY shall furnish the CITY such reports as requested pertaining to

the services undertaken pursuant to this Agreement. All records produced for the purpose provided herein will remain a part of the COUNTY archives, subject to the COUNTY's records retention schedule, and shall be considered public records unless an express exception or exemption provided by state or federal law applies.

10. **Authority:** The City and the County have each authorized and directed their undersigned representative to enter into this Agreement, and any addendums thereto, by and through their respective legislative authorities in accordance with Ordinance/Resolution No. R-23-40 adopted by the Wilmington City Council on 9/21/2023, and Resolution No. 24-0040 adopted by the Warren County Board of Commissioners on 2/9/2024.

11. **Governing Law and Venue.** This Agreement shall be construed under the laws of the State of Ohio regardless of choice of law rules. The parties irrevocably agree to the venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement or related thereto being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to private mediation), and each party waives any right to bring or remove such matters in or to any other state or federal court. In the event any party breaches this provision, the non-breaching party shall be entitled to recover its costs and expenses, including reasonable attorney fees, to remove an action to the Warren County, Ohio Court of Common Pleas.

12. **SEVERABILITY.** In the event that any provision of this Agreement is declared or determined to be unlawful, invalid, or otherwise unenforceable, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

**IN EXECUTION THEREOF**, the parties have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year written herein as the date of execution.

City of Wilmington  
By: [Signature]  
Name: Brian A. Sparker  
Title: Director of Public Works  
Date: 11/02/2024

Warren County Board of Commissioners  
By: [Signature]  
Name: David B. Young  
Title: President  
Date: 1/9/24

APPROVED AS TO FORM:  
[Signature]  
Solicitor/Law Director  
1/21/2024  
Date

[Signature]  
Assistant Warren County Prosecutor  
1/9/24  
Date

---

**APPENDIX A: SCOPE OF SERVICES**

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The COUNTY shall, per the attached Agreement, perform the following professional services for the CITY:

**DESCRIPTION OF SERVICES**

---

**APPENDIX B: COMPENSATION**

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The compensation for the services rendered in the attached Agreement, shall be as follows:

## EXHIBIT A

1. City agrees that Contractor shall exercise enforcement authority for inspections and make inspections on behalf of the City of Wilmington, Ohio and shall review plans and specifications. Such authority conveyed to Contractor by this agreement shall be no more than the authority conveyed to the City of Wilmington, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. Contractor agrees to exercise enforcement authority for inspections and plan review within the City of Wilmington Ohio and to make inspections and plan review on behalf of the City of Wilmington, Ohio. No waiver of code requirements shall be issued by Contractor. Inspections shall be performed on a daily basis during regular business hours except for inspections that must be performed during hours of darkness or during commercial "Shut-down" conditions. Plan review shall routinely be performed within 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio building Code will routinely be reviewed within 7 to 10 business days from receipt of plans but never longer than 30 days as required by code. Failure to render services in compliance with the Ohio Building Code will result in non-payment to Contractor. Plans are to be submitted to the City of Wilmington Building and Zoning Office at its address as identified above.
3. Contractor agrees that inspectors will be available by telephone to respond to citizen queries between 7am and 8am Monday through Friday. All inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. City has established a statutory building permit fee schedule, as enumerated in the ordinances of the City of Wilmington, Ohio. The fee schedule may be changed upon approval by the City of Wilmington Council members. A substantial reduction in building permit fees may be cause for Contractor to terminate the agreement. Contractor agrees to submit any dispute regarding the City of Wilmington, Ohio Building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. Contractor agrees to furnish the following specific services to the City of Wilmington, Ohio:
  - a. Examine plans and specifications for proposed work, as required by the City of Wilmington, Ohio Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical, accessibility, fire and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by the City of Wilmington, Ohio. Contractor will not knowingly issue any building permit until a zoning certificate has been approved.
  - a. City shall process all building permits and appropriate fees at their location and shall pay Contractor based upon the agreed-upon fee as outlined in this agreement on a monthly basis.
  - b. Upon request, Contractor will advise applicants on Code Requirements, but shall not perform design services for the completion of inadequate applications.
  - c. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such services shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.

- d. Upon request of the City, make itself reasonably available for and shall testify in any judicial proceeding or any formal or Informal dispute resolution proceeding involving issues arising from the performance of the services herein described. After the first appearance on a specific case, Contractor shall be paid \$100 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.
- e. Provide emergency inspections after normal working hours at a rate of \$50 per hour for residential and \$100.00 per hour for commercial inspections.
- f. All documents including applications, plan review, job progress reports and inspections reports shall remain the property of the City of Wilmington, Ohio.
- g. Service as the Building Official for the City of Wilmington, Ohio. Responsibilities will include pre-permit submittal reviews and project evaluations for proposed projects as requested by City of Wilmington, Ohio at a rate of \$100.00 per hour commercial and \$50.00 per hour residential.

# Resolution

Number 24-0041

Adopted Date January 09, 2024

ENTER INTO A FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES AND KINNECT FOR THE PURPOSE OF THE OHIO KINSHIP AND ADOPTION NAVIGATOR PROGRAM

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a First Amendment to Memorandum of Understanding on behalf of the Department of Warren County Children Services and Kinnect for the purpose of the Ohio Kinship and Adoption Navigator Program; copy of agreement is attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

cc: c/a—Kinnect  
Children Services (file)



**First Amendment to  
Memorandum of Understanding**

by and between

**Kinnect**

a nonprofit corporation organized under the laws of the State of Ohio

and

**Warren County Children Services,**

a public child welfare agency established under the State of Ohio

Effective as of December 20, 2023



## FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

**THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING** (“Amendment”) is made to be effective as of December 20, 2023 (“Amendment Effective Date”), by and between Kinnect, a nonprofit corporation organized under the laws of the State of Ohio (“Kinnect”), and Warren County Children Services, a public child welfare agency established under the State of Ohio (“Agency”). Kinnect and Agency are sometimes referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. Kinnect and Agency are party to that certain Memorandum of Understanding effective as of July 1, 2023 (the “Agreement”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

B. The Parties have agreed to enter into this Amendment to amend the Agreement with respect to such matters as are specifically set forth herein. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Amendment to Section 4 (Kinnect Responsibilities). Section 4 of the Agreement is hereby amended by deleting subsection (c) in its entirety and replacing it as follows:

“(c) Organizational Fee. Kinnect shall pay to Agency a fee (the “Organizational Fee”) in the amount of Ten Thousand Dollars (\$10,000.00), which fee shall be used at the Agency’s discretion. The Organizational Fee shall be payable to Agency upon the hiring of a Navigator; provided, however, that the maximum Organizational Fee that Agency shall be entitled to receive during the Term of this Agreement shall be calculated as Ten Thousand Dollars (\$10,000.00) multiplied by the maximum number of Navigators that Agency may employ during the Term of this Agreement as set forth in Section 3(b). Agency shall only receive such Organizational Fee once per year. The Agency shall include such request for Organizational Fee on its Invoice (as hereinafter defined) in accordance with Section 5. If at any time Kinnect receives budget approval to increase such Organizational Fee, Kinnect shall notify Agency of such increase to the Organizational Fee by electronic mail in accordance with Section 15(e).”

2. Miscellaneous. This Amendment is binding upon the Parties hereto and their successors and assigns. This Amendment may only be amended by a writing signed by all of the

Parties hereto. This Amendment is governed by and shall be construed in accordance with the laws of the State of Ohio. All capitalized terms otherwise not defined herein shall have the same meaning ascribed to them in the Agreement. This Amendment may be executed in counterparts. The signatures of the Parties who sign different counterparts of this Amendment shall have the same effect as if those Parties had signed the same counterpart of this Amendment. It shall be necessary to account for only one such counterpart in proving this Amendment. Facsimile signatures or electronic signatures in pdf format of the Parties executing this Amendment shall bear the same weight and authority as if an original signature. The Parties agree that, except as otherwise specifically set forth herein, the Agreement is unamended and remains in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date. The undersigned represent by their signatures that they have full authority to execute this Amendment on behalf of the Parties.

**AGENCY:**

Shawna Jones

Shawna Jones  
Warren County Children Services  
416 S. East St.  
Lebanon, Ohio 45036  
Employer ID Number: 31-6000058

1-2-24  
(DATE)

\_\_\_\_\_  
Tom Grossmann, Commissioner  
Warren County Board of County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036  
Employer ID Number: 31-6000058

\_\_\_\_\_  
(DATE)

Shannon Jones

Shannon Jones, Commissioner  
Warren County Board of County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036  
Employer ID Number: 31-6000058

1-9-24  
(DATE)

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

\* D. G. Young

David G. Young, Commissioner  
Warren County Board of County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036  
Employer ID Number: 31-6000058

1-9-24  
(DATE)

**KINNECT:**

Shannon Deinhart  
Shannon Deinhart, Executive Director  
Kinnect  
1427 E. 36th Street, Suite 4203F  
Cleveland, OH 44114  
Employer ID Number: 20-2727509

12/20/23  
(DATE)

**Exhibit A**  
Agreement

(see attached)

# Resolution

Number 23-0893

Adopted Date July 18, 2023

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES AND KINNECT FOR THE PURPOSE OF THE OHIO KINSHIP AND ADOPTION NAVIGATOR PROGRAM

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Warren County Children Services and Kinnect for the purpose of the Ohio Kinship and Adoption Navigator Program; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 18<sup>th</sup> day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Kinnect  
Children Services (file)

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(b) Operations. In consultation with Kinnect, the Agency shall be responsible for the oversight of Navigators (as hereinafter defined). Navigators shall work collaboratively with Kinnect to learn the intervention of the Program and to be able to implement it to fidelity. Kinnect shall be responsible for regional and statewide coordination of trainings, meetings, technical assistance, and consultation, including the hiring and oversight of program coordinators (“Program Coordinators”), regional coaches (“Regional Coaches”), regional directors (“Regional Directors”), and regional coordinators (“Regional Coordinators”).

(c) Evaluation and Data. The Parties shall regularly evaluate the Program for compliance and progress towards anticipated measurable outcomes. The Agency will work with Regional Coaches and Regional Coordinator to ensure the successful collection of data as well as successful input of Program data into the Statewide Automated Child Welfare Information System (“SACWIS”) as authorized by Article I, Section A(1)(c) of the ODJFS Agreement.

(d) Performance Management Framework. In connection with the oversight of the Program, including the evaluation of those individuals hired as Navigators (as hereinafter defined), the Parties agree to utilize Kinnect’s Performance Management Framework attached hereto as **Exhibit B**.

**SECTION 3 AGENCY RESPONSIBILITIES**. To facilitate implementation of the Program, the Agency agrees to work with the Regional Director to ensure the successful implementation of the Program.

(a) Leadership and Support. In addition to ongoing local management of the Program, the Agency shall work with Kinnect to support, implement and evaluate the Program, including marketing the Program as appropriate.

(b) Navigators. The Agency is responsible for implementing the Program by hiring and overseeing personnel who shall serve as full-time Program Navigators (“Navigators”) meeting the position requirements set forth in **Exhibit C**. Each Navigator shall be a full-time employee of the Agency and must adhere to the Program mission, vision, and values attached as **Exhibit D**. The Agency’s responsibilities include, but are not limited to, (a) adhering to the Program goals, (b) collecting required data for Kinnect and evaluation team; (c) providing timely and complete Program invoices; (d) identifying key staff responsible for ensuring success of the Program; (e) ensuring fidelity to the Program model by having all relevant personnel and other relevant partners trained on the Program model; (f) training personnel on and ensuring compliance with the Health Insurance Portability and Accountability Act (“HIPAA”); and (g) training personnel on and ensuring compliance with the nondiscrimination policy set forth in **SECTION 11** below. Further, the Agency shall work in collaboration with Kinnect to ensure that Navigators provide phone coverage during the hours of 8:30 A.M. to 6:30 P.M., Eastern Standard Time, Monday through Friday. Notwithstanding the foregoing, the maximum number of Navigators that Agency may employ during the Term of this Agreement is one (1).



(e) Equipment. Kinnect shall grant the Navigator the right to use certain technological equipment, including a phone (which phone shall have a 'hotspot' capability), laptop, monitor, printer, docking station and ancillary equipment (collectively, "Equipment"). Kinnect shall not be responsible for providing general office supplies. Agency shall take reasonable care to ensure Navigator shall use the Equipment only in connection with the Program and in accordance with all applicable laws. At the conclusion of the Term, Navigator shall return all Equipment to Kinnect in a good condition, wear and tear excepted. At all times, Kinnect shall remain the owner of the Equipment.

## SECTION 5 REPORTS AND PAYMENTS.

(a) Invoices. The Agency shall provide Kinnect with an invoice (the "Invoice") by 5:00 P.M. Eastern Standard Time on the fifth (5<sup>th</sup>) business days of each month for expenses actually incurred during the immediately preceding calendar month, which amounts shall not exceed the Budget. The Agency shall also provide Kinnect with those reports required by this Agreement and any additional information requested by Kinnect, to the extent the Agency is not barred by confidentiality laws. Kinnect shall reimburse the Agency within thirty (30) days after the later of Kinnect's receipt of the required information for the same calendar month. A delay in reimbursement to the Agency may occur, or reimbursement to the Agency may not be paid, if the Agency is not in compliance with its obligations under this Agreement and/or under the Program. All invoices should be submitted to Kinnect through electronic mail to [OhioKAN@kinnectohio.org](mailto:OhioKAN@kinnectohio.org) with subject line "Agency Monthly Invoice." Kinnect shall provide a copy of the Invoice to ODJFS for its review. Notwithstanding the foregoing, Kinnect shall not be obligated to provide such payment to the Agency until ODJFS has completed their review of the Invoice and provided reimbursement payment to Kinnect.

## SECTION 6 USE OF FUNDS.

(a) Compliance with Agreement. With the exception of the Organizational Fee as provided in SECTION 4 of this Agreement, OhioKAN funds ("Program Funds") shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Program Funds may not be expended for any other purpose without Kinnect's prior written approval, which may be withheld in Kinnect's sole discretion.

(b) Compliance with Law. Program Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code. The Agency shall not engage in any activity in furtherance of the Program that jeopardizes Kinnect's tax status as a private nonprofit corporation. No Program Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; (c) to make grants to individuals on a non-objective basis; or (d) for any other purpose outside the scope of this Agreement.

(c) Use of Funds. During the Term of this Agreement, the Agency shall use the Program Funds as set forth in this Agreement. The Agency must submit the Monthly Program

“Confidential Information”). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations; and (c) is it not in violation of HIPAA. Each Party shall maintain responsibility for training its respective employees and ensuring their compliance with respect to the requirements set forth in this SECTION 9.

SECTION 10 PERSONNEL. The Parties acknowledge that access to the Confidential Information of, and interaction with, any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks, and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities. The Agency shall ensure that Navigators hired in accordance with this Agreement have successfully completed (a) a ten-panel drug screen, and (b) a background check, which background check shall include (1) social security number trace, (2) county court criminal conviction search, (3) national criminal locator search, (4) federal court criminal conviction search, (5) CrimeSweep sex offender search, and (5) driver’s license history report.

SECTION 11 NONDISCRIMINATION POLICY. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief in any Program activity or any other state or federally recognized protected class.

SECTION 12 INTELLECTUAL PROPERTY. The Parties covenant and agree that, as between the Agency and Kinnect, Kinnect shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all materials the Agency develops, authors, creates or conceives, either solely or jointly with others, in connection with the Agency’s performance of the services performed under this Agreement (collectively, the “Work Product”), including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights (collectively “Intellectual Property Rights”) therein. To the extent that any of the Agency’s pre-existing materials are contained in the Work Product, The Agency retains ownership of such pre-existing materials and hereby grants to Kinnect an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials. Except for the above mentioned preexisting materials, the Agency has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Work Product. Notwithstanding the foregoing, the parties acknowledge that the Agency is a public entity covered by Ohio’s public records act. Nothing in this Section shall limit the Agency’s ability or duty to comply with Ohio’s public records laws, including production of public records pursuant to the Agency’s obligations under R.C. 149.43 for inspection and copying.

(d) Separate Entities. By entering into this Agreement, the Parties do not intend to create a joint-employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors.

(e) Notices. All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given and deemed effective when received (i) when hand-delivered; (ii) one business day after pick-up for overnight delivery by an overnight courier; or (iii) two (2) business days after pick-up by Express Mail (U.S. Postal Service); in each case, addressed to the party to be notified at the address as follows:

If to Kinnect:                    Kinnect  
1427 E. 36 Street, Suite 4203F  
Cleveland, Ohio 44114  
Attn: Shannon Deinhart, Executive Director  
E-mail: [shannon.deinhart@kinnectohio.org](mailto:shannon.deinhart@kinnectohio.org)

With a copy to:                McDonald Hopkins LLC  
600 Superior Avenue E., Suite 2100  
Cleveland, Ohio 44114  
Attn: Teresa Metcalf Beasley, Esq.  
E-mail: [tmbeasley@mcdonaldhopkins.com](mailto:tmbeasley@mcdonaldhopkins.com)

If to Agency:                    Warren County Children Services  
416 S. East St.  
Lebanon, Ohio 45036  
Attn: Shawna Jones  
E-mail: [shawnam.jones@jfs.ohio.gov](mailto:shawnam.jones@jfs.ohio.gov)

or such other place as Kinnect or the Agency may from time to time designate in writing to the other.

(f) Subcontracting. The Agency shall not delegate the performance of its obligations under this Agreement to any other person or entity without prior written approval from Kinnect.

(g) Assignment. Neither Party shall assign this Agreement nor its interest therein without the other Party's prior written consent.

(h) No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and

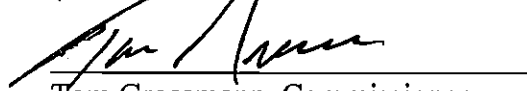
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. The undersigned represent by their signatures that they have full authority to execute this Agreement on behalf of the Parties.

**AGENCY:**



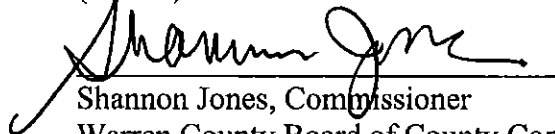
Shawna Jones  
Warren County Children Services  
416 S. East St.  
Lebanon, Ohio 45036  
Employer ID Number: 31-6000058

6-28-23  
(DATE)



Tom Grossmann, Commissioner  
Warren County Board of County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036  
Employer ID Number: 31-6000058


7-18-23  
(DATE)



Shannon Jones, Commissioner  
Warren County Board of County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036  
Employer ID Number: 31-6000058

7-18-23  
(DATE)

**APPROVED AS TO FORM**

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney



David G. Young, Commissioner  
Warren County Board of County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036  
Employer ID Number: 31-6000058

7-18-23  
(DATE)

## Workforce Development Framework

The OhioKAN workforce development framework is a comprehensive and integrated strategy for supporting personnel. The framework consists of five primary components:

1. Initial training
2. Coaching and supervision
3. Job aids and practice guides
4. Learning communities
5. Ongoing training and professional development

The OhioKAN workforce development framework utilizes a variety of learning methods consistent with adult learning theory and incorporates key findings of implementation science including, but not limited to, stage-based implementation, just-in-time training, experiential learning, and individualized coaching.

The OhioKAN workforce development framework employs a modular design, so it is adaptable to changing workforce needs and hiring dynamics. For example, the OhioKAN workforce development framework includes initial trainings repeated monthly during the installation and initial implementation phase when many staff will be on-boarded at the same time. However, the curriculum may be adapted during the full implementation and maintenance phases to support one on one and small group initial training when hiring will be intermittent. Due to the geographically dispersed nature of this statewide program, all initial training is designed to be delivered virtually through video meetings.

The initial training is aligned to the position description for each role as well overarching expectations about team culture, diversity and inclusion, and best practices for communicating with internal and external stakeholders. This set of trainer facilitated, coach-guided, and self-guided training content is designed to be completed within the first 90 days of employment and functions as an entry point to the suite of complementary ongoing professional development opportunities. Each component in the framework is designed to be used in conjunction with one another. For example, coaching and supervision may include the use of job aids or practice guides. Similarly, learning communities may be leveraged as a way to offer access to ongoing training and professional development opportunities across the state.

Chapin Hall debriefs with the OhioKAN Trainer regularly to review training feedback and identify action steps. While these trainings are designed to be delivered to a group of staff in similar roles during installation of the intervention, the materials are easily adapted for use in groups where staff hold different positions, or for one-on-one delivery as the program moves from the early stages of implementation to full implementation.

**Update April 2023:** As OhioKAN is no longer in the installation and implementation stages, training has evolved to encompass a variety of learnings beyond the daily tasks of each role. OhioKAN is also working toward transitioning onboarding to a Learning Management System (LMS) to allow regional staff to onboard as needed based on hiring patterns. Currently, training is offered in a combination of online courses, live-virtual sessions with the Statewide Trainer, and smaller conversations at the regional level.

### Initial Training Timeline

30 Days	60 Days	90 Days
<ul style="list-style-type: none"> <li>• All Staff, Part 1 &amp; 2</li> <li>• Customer Service</li> <li>• Navigator Training, Parts 1 &amp; 2</li> <li>• Navigator Training, Part 3 (Cohort 1 Only)</li> <li>• Coach Training, Parts 1 -3</li> <li>• Regional Coordinator Training</li> <li>• Regional Director Training</li> <li>• SACWIS Training</li> <li>• OhioKAN Information Hub Training</li> <li>• Procedure 1 Training Video</li> <li>• Procedure 1 Practice Calls</li> <li>• Flexible Funds Training Video (Cohort 1 Only)</li> </ul>	<ul style="list-style-type: none"> <li>• Procedure 5 Critical Incident Reporting Training</li> <li>• Mandatory Reporting Training</li> <li>• Creativity &amp; Innovative Thinking</li> <li>• Boundaries &amp; Ethics</li> <li>• Sexual Orientation Gender Identity &amp; Expression (SOGIE) 101</li> <li>• Equity 101 &amp; 102</li> </ul>	<ul style="list-style-type: none"> <li>• Trauma-Informed Care Training</li> <li>• Racial Equity Institute Groundwater &amp; Phase 1 Trainings</li> </ul>

**All Staff Initial Training, Part 2: Theory of Change, Program Structure & CQI**

**Course Goal:** To gain a foundational understanding of the organizational and system-level elements of OhioKAN required for new staff to operate with fidelity to the program model.

<b>Critical Component</b>	<b>Objectives ("Throughout this course, new staff will...")</b>	<b>Resources</b>
Big picture of the program	Gain an initial understanding of the relationship between the Theory of Change, Title IV-E Clearinghouse, child- and family-level outcomes, and community-level outcomes.	<b>Overview of outcomes</b>  <b>Theory of Change</b>
Program services	Grasp basic information about their role such as program services and how those services and responsibilities differ between Cohorts.	<b>Overview of services</b>
Role Clarity	Become familiar with the OhioKAN Governance Structure, and the various individuals and entities that support the program and its mission.	<b>Governance Structure</b>
CQI	Explore the program through the lens of continuous quality improvement (CQI).	<b>What is CQI?</b> <b>CQI Values</b> <b>Ambiguity video</b> <b>Breakdown of CQI spaces</b>

Regional Director Initial Training

<b>Critical Component</b>	<b>Objectives</b>	<b>Resources</b>
Role Clarity	RDs will be aware of the scope of their responsibilities and self-identify which aspects they feel most comfortable in and which aspects they plan to build capacity in	<b>NCWWI Leadership Framework, slide on Implementation Drivers</b>
Regional Council	<p>Advisory RDs will be aware of their role convening and facilitating the Regional Advisory Council</p> <p>RDs will understand the Regional Readiness Assessment and community outcomes.</p>	<p><b>Slides and discussion related to the RAC Purpose and Scope and the Role of the Facilitator</b></p> <p><b>OhioKAN Readiness Assessment: Accounting for Community Context and TOC: Linking Family and Community Outcomes slides</b></p>
Representing OhioKAN	RDs will be able to tailor messaging about OhioKAN to a variety of audiences and deliver an OhioKAN pitch using the pitch deck	<b>OhioKAN Pitch Deck Practice</b>
CQI	RDs will understand the regional level of the CQI cycle (priority outcomes, data collection methods, etc.) and their role in ensuring CQI in their region	<b>Regional Level CQI Plan</b>



## Coach Training, Part 2: The Coaching Framework

Critical Component	Objectives	Resources
Purpose of the Coaching Framework	Coaches will understand the purpose and components of the Coaching Framework.	Coaching Framework Components of adult learning theory
Collaborative Setting	Goal Coaches will learn how to help Navigators set SMART goals by applying the filter method.	Review of SMART goal elements SMART Goal filter practice activity Outcome vs. Process goals
Action & Practice	Coaches will learn about the activities and skills they model to their Navigators.	Overview of activities and skills
Observation	Coaches will learn about the importance of observation in supporting good practice and understand how to encourage a growth mindset and continuous learning around observation.	Observation checklist Discussion of perfectionism
Reflection	Coaches will consider their relationship to reflection and explore ways to incorporate it into their regular practice as well as ways to support a reflective practice for Navigators.	Overview of reflective practices Discussion
Feedback	Coaches will learn about the Ladder of Feedback and other approaches to giving and receiving critical feedback, as well as resources for creating a positive culture around feedback	Feedback toolbox Practice scenarios

**Essential Navigator Skills (Navigator Training, Parts 1 & 2)**

**Course Goal:** To familiarize Navigators with the Navigator Practice Profile in a way that is personally meaningful to them so that it may guide their professional practice.

<b>Critical Component</b>	<b>Objectives ("Throughout this course, new staff will...")</b>	<b>Resources</b>
Core Practice Skills	Conceptualize how each core practice skill informs the OhioKAN approach to working with families.	<b>Navigator Practice Profile</b>  Various activities, videos, and discussions
OARS	Gain an understanding of how OARS (open-ended questions, affirmations, reflective listening, and summarizing), can support relationships with families.	<b>OARS overview and interactive graphic</b>
IDEA & Cultural Humility	Examine the concept of cultural humility and how it relates to the OhioKAN model for service delivery.	<b>Video, discussion, and personal reflection</b>
Strengths-based assessment	Explore how assessing from a strengths-based lens supports OhioKAN families and communities.	<b>Activities and discussion</b>

## Ohio Child Welfare & Mandatory Reporting Overview

<b>Critical Component</b>	<b>Objectives</b>	<b>Resources</b>
Ohio Child Welfare System	Staff will have a better understanding of Ohio's child welfare system	<b>PowerPoint slides</b>
	Staff will understand how a child welfare case moves from the initial call through final permanency decisions, and the primary tools caseworkers use to make decisions	<b>PowerPoint slides</b>
Mandated Reporting Responsibilities	Staff will understand their responsibilities as a mandated reporter and how to make a report to the local child welfare hotline	<b>Case examples and discussion</b>

## SACWIS Training (2-Day Training)

<b>Critical Component</b>	<b>Objectives</b>	<b>Resources</b>
SACWIS Navigation	Staff will learn how to navigate the SACWIS home screen and how to access essential parts of the system	<b>Screenshots</b> <b>Knowledge Articles</b> <b>Follow-along practice</b>
Search Functions	Staff will learn how to search in SACWIS	
Intake	Staff will learn how to complete an intake in SACWIS, including entering a reporter, participants, person records, and key details of a service episode	
Creating a Case	Staff will learn how to link an intake to a case and create a new case in SACWIS	
Maintaining a Case	Staff will learn how to assign cases to other staff (such as a Coordinator to a Coach) and enter activity logs	
The BASICS	Staff will learn how to complete the BASICS with a family in SACWIS	
Creating/Linking a Provider & Case Services	Staff will learn how to enter service providers into SACWIS, add them to cases, and document services provided	
Case Closure	Staff will learn how to close cases in SACWIS	

## SOGIE 101 & 102 (Sexual Orientation, Gender Identity & Expression)

<b>Critical Component</b>	<b>Objectives</b>	<b>Resources</b>
101: Terminology	Differentiate between basic definitions for sexual orientation, gender identity, and gender expression.	<b>Discussion</b> <b>Gender Unicorn</b> <b>Quiz</b>
101: Impact	Discuss the impact of bias, myths, and misinformation on developing youth.  Recognize the impact of rejection and acceptance by family and/or community on young people with diverse SOGIE.	<b>Videos</b>  <b>Reflection</b> <b>Language practice</b>
101: Personal action	Learn ways to operationalize more inclusive and affirming social service practices.	<b>Discussion</b> <b>Resources</b>
102: Terminology Review	Further develop proficiency around language, terms, and definitions regarding serving youth and families with diverse SOGIE.	<b>Jeopardy</b>
102: Intersectionality and Culture	Develop the ability to recognize diverse SOGIE as a distinctive part of culture and diversity.  Integrate knowledge and understanding that SOGIE is one part of one intersection within intersectionality.	<b>Privilege for Sale activity, discussion, and reflection</b>  <b>Video and discussion on how to apologize</b>
102: Implementation	Develop ways to implement greater understanding of SOGIE in working with youth and families.	<b>Practice scenarios and discussion</b>
102: Strategies to support growth	Be able to identify strategies to attend to and address personal feelings of discomfort, concerns, fears, and biases that can impede everyday work.	<b>Video on emotional mastery</b>  <b>Video on comfort with discomfort</b>
102: Advocacy	Learn ways to advocate with LGBTQ+ young people and families in education, healthcare, and community settings.	<b>Practice scenarios and discussion</b>  <b>Videos</b>

will be updated throughout the Initial Implementation and Full Implementation phases of the program or as new trainings become available.

Ongoing Training & Professional Development includes any training opportunities offered after initial onboarding and aligned with professional goals or Key Performance Indicators. Much of the ongoing training and professional development coordinated by OhioKAN are offered in the context of learning communities and required for all staff in given role or cohort. Learning Communities will be explained in further detail in the following section, and can include external group training opportunities, peer-led discussions on a particular topic, and monthly cohort-based Learning Collaboratives, which are facilitated by OhioKAN staff or partners to further explore elements of practice and CQI. In addition to learning communities, individual staff may propose individual professional development relevant to their specific needs and request program funds to attend conferences, executive education courses offered by local universities, and other trainings in their field including those that offer education credits to maintain relevant professional licensures.

**All Staff Ongoing Training & Professional Development**

<b>Critical Component</b>	<b>Objectives</b>	<b>Resources</b>	
Trauma-Informed Care Training	Staff will learn key concepts about the effects of trauma on an individual's life, particularly within the context of child welfare	<b>External provided by a mental health clinician</b>	<b>Training</b>
Language Guide	Staff will become familiar with the Kinnect language guide	<b>Kinnect Guide</b>	<b>Language</b>
Language Line	Staff will understand how to utilize the Language Line translation services	<b>External (Language Line)</b>	<b>Training</b>

**Regional Director Ongoing Training & Professional Development**

<b>Critical Component</b>	<b>Objectives</b>	<b>Resources</b>	
Regional Advisory Council formation and sustainment	Regional Directors will understand key concepts of Collective Impact	<b>Selected podcast from the Collective Impact Forum website</b>	
Advisory Council Meeting Expectations	Regional Directors will be able to co-create and agenda, facilitate an advisory council meeting and follow up	<b>RAC expectations and sample agendas</b>	<b>Meeting and</b>

training, staff providing navigation services have a set of job aids available for their first 90 days of answering calls so that they are able to build confidence and work efficiently as they learn SACWIS. After 90 days of answering the phone, staff providing navigation services are expected to be proficient in documenting directly in the SACWIS system without the support of the initial job aids.

## Learning

## Communities

In keeping with OhioKAN's commitment to continuous learning and growth, learning communities offer staff the opportunity to both direct their own learning through staff-organized opportunities and to participate in structured program- or cohort-wide education. Examples of learning communities include:

- Staff-led discussion groups around inclusion, diversity, equity, and access
- Coach-led learning within regions
- Team-building conversations between regional directors and leadership
- Cohort-wide bi-monthly Learning Collaboratives for continuous quality improvement and ongoing training (see the Learning Collaborative Framework for further specificity)

# **Regional Director Performance Management**

## **Site Partnership Meetings**

OhioKAN's Regional Director will meet with the Partnering Site Supervisor on a monthly basis to monitor performance standards and compliance, identify challenges, and create plans for improvement as appropriate. During the monthly site partnership meetings, the Regional Director and Partnering Site Supervisor discuss site level performance, any items relevant to the partnership, and review a regional data report. On a quarterly basis, every three months, the Regional Director's meeting is focused on reviewing and updating a report on MOU compliance, the Site Performance Standards, and statewide data averages. The Contract and Performance Coordinator will aggregate the quarterly MOU data that is submitted by Site Supervisors monthly using the MOU form, that reflects site and state compliance totals and averages. See below for sample monthly and quarterly agendas and reports.

## **OhioKAN Site Performance Standards**

OhioKAN's site performance standards are outlined in the Memorandum of Understanding and further operationalized in this framework designed to monitor and provide benchmarks for:

- (a) adhering to the Program goals,
- (b) collecting of required data for Kinect and evaluation team;
- (c) providing timely and complete Program invoices;
- (d) identifying key staff responsible for ensuring success of the Program;
- (e) ensuring fidelity to the Program model by having all relevant personnel and other relevant partners trained on the Program model;
- (f) training personnel on and ensuring compliance with the Health Insurance Portability and Accountability Act ("HIPAA"); and
- (g) training personnel on and ensuring compliance with the nondiscrimination policy set forth in the Memorandum Of Understanding

<b>Top three domains of provided referrals in the region</b>	1. 2. 3.
<b>Service gaps and barriers in the region observed by Navigators and at the RAC</b>	1. 2. 3.

**Challenges & Opportunities**

- 

**Outreach/Collaboration**

- How can our organizations work together more?
- Who should we be talking to?
- Who should we be partnering with?
- Navigator outreach ideas

**IDEA work**

- DEI Collaboratives
- Navigators

**Important Dates**

- Learning Collaborative
- RAC
- Other meetings

**Other Discussion Items**



# Regional Coach Performance Management

## Site Partnership Meetings

OhioKAN's Regional Coach will each meet individually with the Partnering Site Supervisor on a monthly basis to monitor Navigator performance indicators, identify strengths and challenges, and create plans for improvement as appropriate. Prior to the monthly meeting, Coaches complete the Navigator Performance Indicator Summary Table for each Navigator using the Site Performance Measures Dashboard<sup>1</sup> and the completed monthly Observation & Debrief Checklist for the Navigator. Coaches mark the checkboxes to demonstrate that the Navigator has met the indicator for the item and provide the percent of families with whom the Navigator completed referral follow-up and percent of families with whom the Navigator started support plans during the month.

During the site partnership meeting, the Regional Coach and Partnering Site Supervisor will review the performance of each Navigator on their team. If acute or persistent challenges prevent a site from meeting their performance indicators, the Partnering Site Supervisor is responsible for developing a Performance Improvement Plan specifying the steps the site will take to improve Navigator performance. The Coach will participate in the development of the plan and will partner with the Partnering Site Supervisor to monitor progress at subsequent meetings until the plan's completion.

*OhioKAN Navigator Key Performance Indicators and example performance challenges, listed below, are integrated in the sample monthly agenda to review with the Site Supervisor.*

## OhioKAN Navigator Key Performance Indicators

- 97-100% completion of BASICS
- 97-100% completion of demographics
- 90-100% delivery of referral binders
- Completion of appropriate follow-up in alignment with designated cohort practice
- Completion of Support Plans in alignment with Procedure 2
- Track and share, with Coach and coordinator, weekly data relating to the number of service gaps and barriers to service (barriers might be no transportation, not the right technology, etc.).
- Observation and debrief checklist indicates that Navigator is demonstrating six core practice skills (Engagement, Inclusion, Assessment, Intervention, Active Learner, and Reflection) throughout the three observation points each month.
  - *Note: All six core practice skills may not be demonstrated at each observation point, but each should be demonstrated at least once during the observation points observed during the month.*
- IDEA: Identify a personal learning/educational goal around Inclusion, Diversity, Equity and Access discussions. It could be as specific as reading "Between the World and Me" or something

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<sup>1</sup> The Site Performance Measures Dashboard displays information on navigator key performance indicators for families screened during the monthly reporting period with a currently open service episode, as of the date of data extraction.

# OhioKAN Coach Site Supervisor Monthly Meeting

## Region # and Site Name

### Agenda Template

Date:

**Connection Question**

[What's the farthest you've been from home?]

**Updates**

- o Any goals or action items to discuss from previous meeting?

**Observations on Site Navigator(s) Performance**

*Review the following questions, based on coaching conversations*

- o How is each Navigator doing?
- o What are key themes from observing each Navigator's performance (engagement with families) over the last month?
  - Progress towards IDEA goal(s)
- o What are key themes from observing each Navigator's data quality practices?
  - What kinds of gaps and barriers has each Navigator observed and documented in SACWIS?
- o Which trainings has each Navigator completed?

**Navigator Performance Indicators Summary**

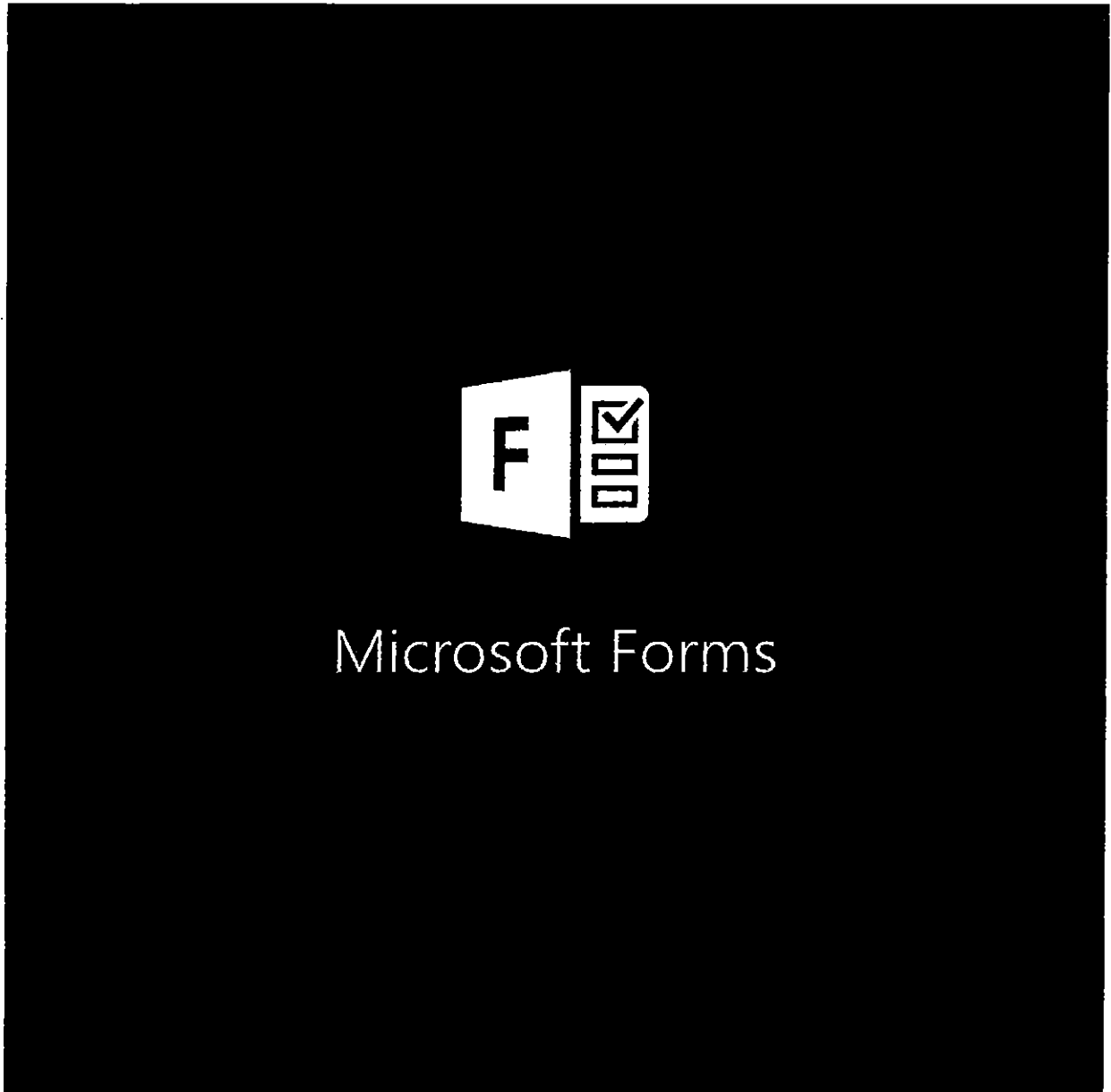
*Using the Site Performance Measures Dashboard, complete the below table for each Navigator by checking the indicators the Navigator has met. Reflect on this information with the site supervisor using the series of reflection questions below the table.*

Navigator Name	Site	Performance Indicators
		<input type="checkbox"/> BASICS completion (97-100%) <input type="checkbox"/> Demographics completion (97-100%) <input type="checkbox"/> Referral binders provided (90-100%) <input type="checkbox"/> Three observation points completed <ul style="list-style-type: none"> <li>• Direct Observation Type: Choose an item.</li> <li>• Document Review: Choose an item.</li> <li>• Debrief</li> </ul> <input type="checkbox"/> C1: More families received follow-up within 30 days of referral binder (more "yes" and "pending" than "no") <input type="checkbox"/> C2: More families did not receive follow-up within 30 days of referral binder (more "no" and "pending" than "yes") C1: Proportion of families with a Support Plans started have Choose an item. compared to the previous month.

# Appendix A: Regional Directors and Partnering Site Supervisors

## MOU Monthly Form

The MOU form can be accessed here in [Microsoft Forms](#)



<b>Navigator retention</b>	# of Navigators per site that resigned during the monthly reporting period	MOU form	Monthly	Site Supervisor
<b>Navigator retention - ensuring sites are hiring personnel when vacancies occur</b>	# of Navigators per site that were hired during the monthly reporting period	MOU form	Monthly	Site Supervisor
<b>Collaboration - meeting with Regional Directors to ensure successful program implementation</b>	Reporting of Yes or No regarding monthly meeting with Regional Director during the reporting period	MOU form	Monthly	Site Supervisor
<b>Collaboration - meeting with Regional Coach to ensure successful program implementation</b>	Reporting of Yes or No regarding monthly meeting with Regional Coach during the reporting period	MOU form	Monthly	Site Supervisor



## Kinship & Adoption Navigator, OhioKAN Program Position Description

### **Overview of the OhioKAN Program:**

OhioKAN is an innovative statewide Kinship and Adoption Navigator Program that supports formal and informal kin caregivers and adoptive parents by providing information and referral services and assistance obtaining support services. Building on current and previous Ohio kinship navigator programs, OhioKAN is distinguished by its planned statewide implementation, broad population of families served, and provision for rigorous evaluation. OhioKAN builds the necessary community and systems capacity to support families and works directly with kinship and adoptive families to build confidence and connections.

OhioKAN is a statewide program organized into 10 geographic regions. Regional staff develop community capacity to deliver a service model designed to support formal and informal kin caregivers and adoptive parents, to access human and social services, hard goods, and other resources they need to achieve positive outcomes for themselves and the children in their home. Navigators support families to increase family resilience, improve family functioning, increase stability and improve family well-being.

### **Overview of the Kinship and Adoption Navigator Position:**

The Kinship and Adoption Navigator is a full-time position dedicated to supporting kinship caregivers and adoptive parents in accessing the services, resources, and social support they need to care for themselves and the children in their homes. The Kinship and Adoption Navigator reports to the [insert partnering supervisor's organizational job title here], and meets weekly with the OhioKAN Regional Coach for case consultation and support in delivering OhioKAN services with fidelity. The primary functions of this role include providing direct services to families and children, participating in continuous quality improvement activities, community outreach, collaboration, and continued learning of emerging best practices in serving kinship and adoptive families.

### **Providing Direct Services**

- Responds to inquiries about participation in the OhioKAN program, determines eligibility, provides referrals, and follows up in a timely manner
- Partners with kinship and adoptive families to assess their needs, identify their goals, and provide individualized supportive services to achieve their goals
- Collaborates with diverse families and organizational partners with an empathetic strengths-based orientation that prioritizes dignity and respect



## OhioKAN Mission, Vision, and Values

### OhioKAN Mission Statement

OhioKAN is a statewide flexible and responsive kinship and adoption navigator program designed to assist children, caregivers, and families.

### OhioKAN Vision Statement

By taking an inclusive, engaging, and genuine approach, OhioKAN will partner with families to strengthen their networks. We believe that families are inherently capable of finding solutions to the circumstances and challenges they face.

### OhioKAN Values Statement: OhioKAN CARES

**Children & Families:** We value Ohio's children and families and are determined to keep their stability and well-being as our primary drivers.

**Accountability:** We value integrity and transparency. We do what we say and say what we do. We regularly reflect on our practice to ensure we are always learning how we can respond in the most appropriate and consistent ways.

**Respect:** We value the diversity of our families and hold the belief that everyone deserves to be treated with dignity and thoughtfulness.

**Engagement:** We value the voices of all kinship and adoptive families and will partner with them knowing their perspective is the foundation on which we will build. We intentionally advocate alongside people of color and others marginalized by systems to shape solutions affecting their lives.

**Strengths:** We value every family's strengths and believe everyone can contribute to their solutions. We believe families and honor them as the experts on their situation.

# Kinnect - OhKAN Navigator Reimbursement Request



Completed by: \_\_\_\_\_

Navigator: \_\_\_\_\_

FROM:	TO:

Region: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Full Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Date	Description	Cost
		\$
		\$
Total:		\$0.00
		\$
		\$
Total:		\$0.00
		\$
		\$
Total:		\$0.00
Total amount:		\$0.00

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

intersectionality in the creation of the program and practices and ensures that program analysis considers individuals' and family's intersectionality.

**6. Sustained Commitment:** OhioKAN maintains a commitment to long-term, sustained investment in time, resources and people to advance equitable realities both internally and externally for the children, families, and communities that we serve. To demonstrate the sustained commitment, OhioKAN staff and agency affiliated representatives actively:

- Stand against violence and hate of any kind brought on to communities of color and other populations marginalized by systems
- Supports people and communities impacted by collective or historical trauma
- Create spaces to continuously improve self-reflective capacity to examine our backgrounds and biases
- Work against systemic causes of inequities in communities of color and other populations marginalized by systems
- Remain empathetic to historical, community and cultural factors that may impact experiences with OhioKAN and access to services and supports in the community
- Engage communities and families as partners and allies
- Guard against the Implied or explicit assumption that western, white, able-bodied, and/or gender conforming/heterosexuality is the normative, standard or default position

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*\* The trauma informed approach utilized in these principles is based upon Substance Abuse and Mental Health Administration's six principles of a trauma informed approach:*

- *Safety: Ensure the physical and emotional safety of clients and staff*
- *Trustworthiness and Transparency: Provide clear information about what the client may expect in the program, ensure consistency in practice and maintain boundaries*
- *Peer Support: Provide peer support from persons with lived experiences of trauma to establish safety and hope and build trust*
- *Collaboration and Mutuality: maximize collaboration and the sharing of power with consumers to level the differences between staff and clients*
- *Empowerment, Voice and Control: Empower clients and staff to have a voice, share in decision making and goal setting to cultivate self- advocacy*
- *Cultural, Historical and Gender Issues: Move past cultural stereotypes and biases, offer gender- and culturally- responsive services and recognize and address historical trauma*



# Resolution

Number 24-0042

Adopted Date January 09, 2024

APPROVE ADDENDA TO AGREEMENT WITH CHOICES, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Choices, Inc. relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – Choices, Inc.  
Children Services (file)

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

**The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:**

This Agreement is between Warren County Children Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services  
416 S East St  
Lebanon, OH 45036

And CHOICES, Inc.-Children Have Options in Caring Environments hereinafter "Provider," whose address is:

CHOICES, Inc.-Children Have Options in Caring Environments  
1785 Big Hill Rd  
Dayton, OH 45439

Collectively the "Parties".

Contract ID: 19329122

Originally Dated: 06/01/2023 to 05/31/2024

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:

Addenda Reason:

Other

Addenda Begin Date:

06/01/2023

Addenda End Date:

Increased Amount:

Article Name:

Addenda Reason Narrative:

Need to add the service description and amount of Independent Living to the Title IV-E Schedule A.

**SIGNATURE OF THE PARTIES**

Provider: CHOICES, Inc.-Children Have Options in Caring Environments

Print Name & Title	Signature	Date
Jane Anderson Executive Director	Jane Anderson	12/15/23


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director	Shawna Jones	12-27-23

Additional Signatures

Print Name & Title	Signature	Date
Dave Young President*	DY	1-9-24

**APPROVED AS TO FORM**

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: CHOICES, Inc.-Children Have Options in Caring Environments / 24348

Run Date: 12/11/2023  
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Independent Living	3443663			\$61.00	\$63.00							\$124.00	12/11/2023	05/31/2024
Standard Foster Care (30008)-FFH	107714			\$33.00	\$44.00							\$77.00	06/01/2023	05/31/2024
Therapeutic Foster Care (30149)-Excpt Need	107715			\$42.50	\$52.00							\$94.50	06/01/2023	05/31/2024
Treatment Foster Care (30148)-Spec Need	107716			\$47.00	\$52.00							\$99.00	06/01/2023	05/31/2024

# Resolution

Number 24-0043

Adopted Date January 09, 2024

APPROVE ADDENDA TO AGREEMENT WITH SJO KIDS, INC. DBA NEWPATH CHILD & FAMILY SOLUTIONS RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with SJO Kids, Inc. dba NewPath Child & Family Solutions relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – SJO Kids, Inc. dba NewPath Child & Family Solutions  
Children Services (file)

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Warren County Children Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services  
416 S East St  
Lebanon, OH 45036

And SJO Kids, Inc. dba NewPath Child & Family Solutions hereinafter "Provider," whose address is:

SJO Kids, Inc. dba NewPath Child & Family Solutions  
5400 Edalbert Dr  
Cincinnati, OH 45239

Collectively the "Parties".

Contract ID: 19340782

Originally Dated: 04/01/2023 to 05/31/2024

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:

Addenda Reason:	Amount
Addenda Begin Date:	04/01/2023
Addenda End Date:	
Increased Amount:	\$30,000.00
Article Name:	

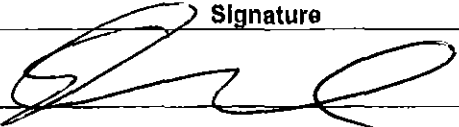
Addenda Reason Narrative:

Need to increase the contract amount in order to cover placement invoices.




**SIGNATURE OF THE PARTIES**


Provider: SJO Kids, Inc. dba NewPath Child & Family Solutions

Print Name & Title	Signature	Date
Eric Cummings, CEO		12/14/23

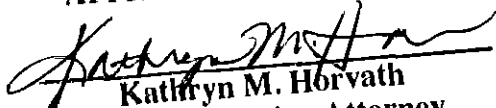
Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		12-27-23

Additional Signatures

Print Name & Title	Signature	Date
Dave Young president #		1-9-24

**APPROVED AS TO FORM**

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

# Resolution

Number 24-0044

Adopted Date January 09, 2024

ACCEPT A PERMANENT AND TEMPORARY EASEMENT FROM DAVID W. MAILE AND DONNA G. MAILE FOR THE STEPHENS ROAD BRIDGE #158-0.92 REPLACEMENT PROJECT

WHEREAS, in order to improve Stephens Road Bridge #158-0.92 it is necessary to construct a bridge replacement project and in order to do this work it is necessary to enter onto property which is owned by David W. Maile and Donna G. Maile, grantors; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a permanent easement and a temporary construction easement from the property owner; and

WHEREAS, the land for the permanent and temporary easements is as follows:

Permanent Easement – 2SH- 0.0039 acres  
Temporary Easement – 2T- 0.0056 acres

WHEREAS, the negotiated price for the permanent and temporary easements is \$461.00; and

NOW THEREFORE BE IT RESOLVED, to accept a permanent and temporary easement, copies of which are attached hereto and made a part hereof, with David W. and Donna G. Maile for the Stephens Road Bridge Replacement project for the sum of \$461.00.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Maile, David W. & Donna G.  
Engineer (file)  
Easement file  
Recorder (certified)

## EASEMENT

David W. Maile and Donna G. Maile, husband and wife, the Grantor(s), in consideration of the sum of \$377.00, to be paid by the Warren County Board of County Commissioners, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 2-SH

WAR-TR158-0.92

SEE EXHIBIT A ATTACHED

Warren County Current Tax Parcel No. 17-34-200-053 (Pt.)

Prior Instrument Reference: OR 428, Page 679, Warren County Recorder's Office.

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed for the above-stated purpose, the Grantor has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF David W. Maile and Donna G. Maile, husband and wife, have  
have hereunto set their hands on the 30<sup>th</sup> day of November, 2023.

David W. Maile

DAVID W. MAILE

Donna G. Maile

DONNA G. MAILE

STATE OF OHIO, COUNTY OF Warren SS:

BE IT REMEMBERED, that on the 30 day of November, 2023, before me  
the subscriber, a Notary Public in and for said state and county, personally came the above  
named David W. Maile and Donna G. Maile, husband and wife, who acknowledged the  
foregoing instrument to be their voluntary acts and deeds. This is not a jurat. This notarial act is  
in compliance with R.C. 147.542 (D)(1).

Virginia Mae Pence  
NOTARY PUBLIC

My Commission expires: May 01, 2027



VIRGINIA MAE PENCE  
Notary Public  
State of Ohio  
My Comm. Expires  
May 1, 2027

Prepared by: Warren County, Ohio  
406 Justice Drive  
Lebanon, OH 45036

**EXHIBIT A**

Page 1 of 3

LPA RX 871 SH

Rev. 06/09

Ver. Date 08/25/2023

PID 117643

**PARCEL 2-SH  
WAR-TR158-0.92  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY,  
OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Warren County Board Of County Commissioners, Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

**[Surveyor's description of the premises follows]**

---

Situated in Military Survey No. 3334, Hamilton Township, Warren County, State of Ohio, and being part of a 10.700-acre tract of land as conveyed to DAVID W. MAILE and DONNA G. MAILE, by instrument as recorded in OR 428, Page 679 of the Official Records of said county, and being more particularly bounded and described as follows:

Being a parcel of land lying on the left side of the existing centerline of TR158 (Stephens Road) as shown on the "WAR-TR158-0.92 (Stephens Road) Centerline Plat" part of the Right of Way plans for WAR-TR158-0.92 (Stephens Road) on file in the Warren County Engineer's Office:

Beginning for reference at an iron pin set in a centerline monument box set at centerline station 45+00.00;

Thence with said centerline South 83° 17' 26" East along the centerline of TR158 (Stephens Road) (40') 442.12 feet to a point, the southeast corner of said 10.700-acre tract, being the southwest corner of a 5.067-acre tract of land as conveyed to STEVEN J. KOMAREK and MARGO K. KOMAREK, by instrument as recorded in Doc. No. 2021-010555, said corner being at centerline station 49+42.12;

**EXHIBIT A**

Page 2 of 3

LPA RX 871 SH

Rev. 06/09

Thence with the east line of said 10.700-acre tract and the west line of said 5.067-acre tract North 10° 38' 19" East 20.05 feet to a point in the existing north right of way line for TR158, 20.00 feet left of centerline station 49+43.49, and being the TRUE POINT OF BEGINNING;

PARCEL 2-SH

Thence with said existing right of way line North 83° 17' 26" West 33.49 feet to a point in the new north right of way line for TR158, 20.00 feet left of centerline Station 49+10.00;

Thence with said new north right of way line North 06° 42' 34" East 5.00 feet to a point 25.00 feet left of centerline Station 49+10.00;

Thence continuing with said new north right of way line South 83° 17' 26" East 33.84 feet to a point in the east line of said 10.700-acre tract and the west line of said 5.067-acre tract, 25.00 feet left of centerline Station 49+43.84;

Thence with said lines South 10° 38' 19" West 5.01 feet to the TRUE POINT OF BEGINNING, containing 0.0039 acres, (168 SF), more or less, and subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548, in April 2023, with bearings based upon the Ohio State Plane Coordinates, South Zone, NAD83 (2011), by GPS utilizing ODOT VRS, and conventional surveying.

This description was prepared by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548. The survey record of which is filed in Vol. 159, Plat 10R of the Warren County Engineer's record of land surveys.

Monument Boxes referred to as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in OR 428, Page 679, Warren County Recorder's Office.

**EXHIBIT A**

Page 3 of 3

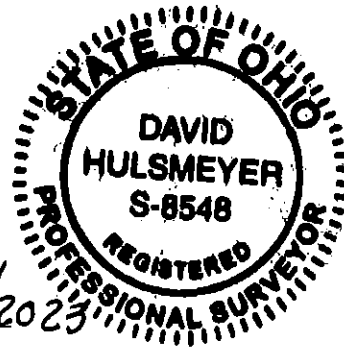
LPA RX 871 SH

Rev. 06/09

PARCEL 2-SH cont'd

0.0039 acres of the above-described area is contained within Warren County Auditor's Parcel Number 17-34-200-053, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by  
LJB Inc.



By:

*David A. Hulsmeyer* 8/25/2023  
David A. Hulsmeyer, Ohio PS No. 8548 Date



### TEMPORARY EASEMENT

David W. Maile and Donna G. Maile, husband and wife, the Grantor(s), in consideration of the sum of \$84.00, to be paid by the Warren County Board of County Commissioners, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 2-T

WAR-TR158-0.92

SEE EXHIBIT A ATTACHED

Warren County Current Tax Parcel No. 17-34-200-053

Prior Instrument Reference: OR 428, Page 679, Warren County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is Twenty-Four (24) months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors, or December 31, 2025, whichever comes first.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN EXECUTION WHEREOF, David W. Maile and Donna G. Maile, husband and wife, have hereunto set their hands on the date stated below.

David W. Maile  
DAVID W. MAILE

DATE: Nov. 29 2023

Donna G. Maile  
DONNA G. MAILE

DATE: Nov. 30, 2023

STATE OF OHIO, COUNTY OF Warren SS:

BE IT REMEMBERED, that on the 30 day of November, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named David W. Maile and Donna G. Maile, who acknowledged the foregoing instrument to be their voluntary acts and deeds. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Virginia Mae Pence  
NOTARY PUBLIC

My Commission expires: May 01, 2027



VIRGINIA MAE PENCE  
Notary Public  
State of Ohio  
My Comm. Expires  
May 1, 2027

Prepared by: Warren County, Ohio  
406 Justice Drive  
Lebanon, OH 45036

**EXHIBIT A**

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 08/25/2023

PID 117643

**PARCEL 2-T  
WAR-TR158-0.92  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
PERFORM GRADING  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY,  
OHIO**

[Surveyor's description of the premises follows]

Situated in Military Survey No. 3334, Hamilton Township, Warren County, State of Ohio, and being part of a 10.700-acre tract of land as conveyed to DAVID W. MAILE and DONNA G. MAILE, by instrument as recorded in OR 428, Page 679 of the Official Records of said county, and being more particularly bounded and described as follows:

Being a parcel of land lying on the left side of the existing centerline of TR158 (Stephens Road) as shown on the "WAR-TR158-0.92 (Stephens Road) Centerline Plat" part of the Right of Way plans for WAR-TR158-0.92 (Stephens Road) on file in the Warren County Engineer's Office:

Beginning for reference at the southeast corner of said 10.700-acre tract, said corner being at centerline station 49+42.12;

Thence with the east line of said 10.700-acre tract North 10° 38' 19" East 25.06 feet to a point in the new north right of way line for TR158 (Stephens Road) (40'), 25.00 feet left of centerline station 49+43.84, and being the TRUE POINT OF BEGINNING;

PARCEL 2-T

Thence with said new north right of way line North 83° 17' 26" West 33.84 feet to a point 25.00 feet left of centerline Station 49+10.00;

Thence along a new line into said 10.700-acre tract North 72° 44' 49" East 29.55 feet to a point 37.00 feet left of centerline Station 49+37.00;

Thence along a new line through said tract South 76° 42' 31" East 7.65 feet to a point in the east line of said 10.700-acre tract, 36.12 feet left of centerline Station 49+44.60;

**EXHIBIT A**

Page 2 of 2

LPA RX 887 T

Rev. 07/09

PARCEL 2-T cont'd

Thence with said line South 10° 38' 19" West 11.15 feet to the TRUE POINT OF BEGINNING; containing 0.0056 acres, (246 SF), more or less, and subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548, in April 2023, with bearings based upon the Ohio State Plane Coordinates, South Zone, NAD83 (2011), by GPS utilizing ODOT VRS, and conventional surveying.

This description was prepared by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548. The survey record of which is filed in Vol. 159, Plat 10R of the Warren County Engineer's record of land surveys.

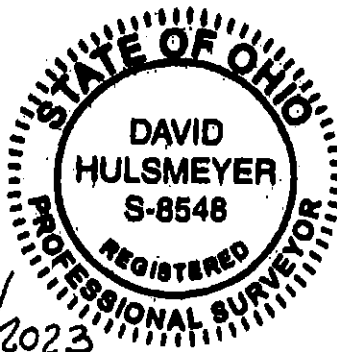
Monument Boxes referred to as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in OR 428, Page 679, Warren County Recorder's Office.

0.0056 acres of the above-described area is contained within Warren County Auditor's Parcel Number 17-34-200-053, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by  
LJB Inc.



By:

*David A. Hulsmeyer*  
David A. Hulsmeyer, Ohio PS No. 8548

*8/25/2023*  
Date

# Resolution

Number 24-0045

Adopted Date January 09, 2024

ENTER INTO A COOPERATION AGREEMENT WITH SAFE ON MAIN, INC RELATIVE TO THE FY 2023 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to enter into a cooperation agreement with Safe on Main, Inc. relative to the FY 2023 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said agreement to be effective upon execution.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/sm

cc: c/a – Safe on Main  
OGA (File)  
Safe on Main, FKN ARCS

**CDBG COOPERATION AGREEMENT  
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 28<sup>th</sup> day of October, 2023, by and between Safe On Main, Inc, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 21<sup>st</sup> day of November, 2023 (hereinafter referred to as "SOM"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 240045, adopted by its Board of County Commissioners on the 9 day of January, 2023 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the SOM for calendar year 2024, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2023 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, SOM has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

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

**I. PERMISSION TO CARRY OUT PROJECT**

SOM grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

**II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY**

Upon commencement of a substantial portion of the project improvements, SOM shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by SOM throughout the course of this CDBG Program as well as after Project completion.

### III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$39,600.00 of their allocation from the FY 2023 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to SOM by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) SOM shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, SOM and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by SOM.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by SOM;
- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent

change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by SOM.

**IV. REMAINING FUNDS**

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2023 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for SOM.

**V. CONTINUED OWNERSHIP AND MAINTENANCE**

SOM agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

**VI. DISCRIMINATION PROHIBITED**

SOM agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. SOM shall also cooperate with the County in providing records of program beneficiaries, when necessary.

**VII. RELEASE FROM LIABILITY**

SOM shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

**VIII. PROJECT REPRESENTATIVES**

The County and SOM shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project



and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County:                      Susanne Mason, Program Manager  
Warren County Office of Grants Administration  
406 Justice Drive  
Lebanon, Ohio 45036

Safe on Main, Inc.                      Darrico Murray  
420 East Main Street  
Lebanon, OH 45036

#### **IX. SOM OF WARREN COUNTY PARTICIPATION**

SOM, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and SOM, the County shall have final authority in project administration.

SOM Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting SOM's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of SOM to implement in a timely

manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.


**X. OTHER LAWS AND REGULATIONS**

Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, SOM agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.


SOM hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of SOM's failure to follow said CDBG Program regulations and local, state and federal laws.

**IN WITNESS WHEREOF**, SOM and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

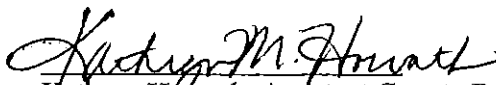
ATTEST: **WARREN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_, Clerk \*  \_\_\_\_\_

ATTEST: **SAFE ON MAIN, INC**

  
\_\_\_\_\_  
Darrico Murray, Executive Director

Approved as to form:

  
\_\_\_\_\_  
Kathryn Horvath, Assistant County Prosecutor

# Resolution

Number 24-0046

Adopted Date January 09, 2024

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS  
WARREN COUNTY

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

Gener8tor  
821 E Washington Avenue  
Suite 200-G  
Madison, WI 43703

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

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

Resolution adopted this 9<sup>th</sup> day of January 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 **Gener8tor, 821 E Washington Avenue, Suite 200-G, Madison, WI, 53703**, hereinafter referred to as "Contractor".

### **Purpose:**

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

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

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. 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, \$1,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

**Responsibilities of OMJWC:**

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

**General Provisions:**

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

### **Assurances and Certifications:**


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



**Signature Page**

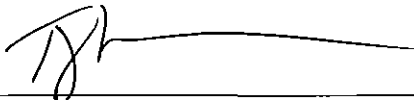
In witness whereof, the parties have executed this instrument on the date(s) indicated below:

**Warren County Board of Commissioners**

\*   
\_\_\_\_\_  
~~Shannon Jones, President~~  
David G. Young

1-9-24  
Date

**Contractor** gener8tor Management, LLC


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

12/01/2023  
Date

Troy Vosseller, Managing Member  
\_\_\_\_\_  
Typed Name of Authorized Contractor

12/01/2023  
Date

**Approved as to form:**

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

12/20/23  
Date

# Resolution

Number 24-0047

Adopted Date January 09, 2024

APPROVE AND AUTHORIZE THE WARREN COUNTY PORT AUTHORITY TO APPLY TO THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE BUILDING DEMOLITION AND SITE REVITALIZATION GRANT PROGRAM.

WHEREAS, The Warren County Port Authority has been designated as the lead entity for the Building Demolition and Site Revitalization Grant Program on behalf of the Warren County Commissioners; and,

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Port Authority to submit an application to the Ohio Department of Development for the Building Demolition and Site Revitalization Grant Program.

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Development the Warren County Board of Commissioners has no further obligation to fund this program.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Ohio Department of Development  
OGA (file)  
Port Authority (file)

# Resolution

Number 24-0048

Adopted Date January 09, 2024

DECLARE VARIOUS ITEMS FROM THE BOARD OF DEVELOPMENTAL DISABILITIES, JUVENILE, FACILITIES MANAGEMENT, AND OHIOMEANSJOBS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION.

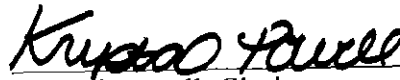
BE IT RESOLVED, to authorize disposal of various items the Board of Developmental Disabilities, Juvenile, Facilities Management, and OhioMeansJobs and in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/tm

cc: 2024 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office



## Lenovo ThinkPad

Closes:

Location:

Lebanon, OH 45036, Ohio, USA

### Description

Lot#	3051-5259
Condition	Used/See Description
Inventory ID	BDD240001

Lenovo ThinkPad T570 with charging cord. Not all of the keys work.

M# 20H9000UUS S# R9-0MWFERS

**\*\*PICK UP AT 42 Kings Way, Lebanon, OH 45036\*\***

Print Share

### Q & A

Have a question or looking to schedule an appointment?

Ask your question

Offline Message

1 / 2



## 2 BISTRO CHAIRS

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5229
Condition	Used/See Description
Inventory ID	FAC240001

2 bistro chairs. Will need to be assembled. See photo for details. As Is

Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government

1 / 1



## BLACK OFFICE CHAIR

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5230
Condition	Used/See Description
Inventory ID	FAC240002

Black office chair as pictured. As is.

Print Share

### Q & A

Have a question or looking to schedule an appointment?



1 / 1



## 3 BLACK STACK CHAIRS

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5231
Condition	Used/See Description
Inventory ID	FAC240003

3 black stack chairs as pictured. As Is.

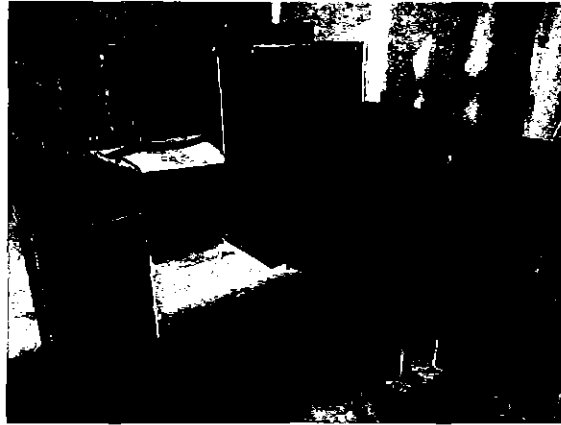
Print Share

### Seller Information

Seller:	Warren County, OH <a href="#">[ view seller's other assets ]</a>
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government



1 / 1



## CHERRY FINISH L-SHAPED DESK

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5232
Condition	Used/See Description
Inventory ID	FAC240004

Cherry finish l-shaped desk as pictured.  
Dimensions: 78" long (longest portion) x 48" wide (shortest portion). As Is.

[Print](#) [Share](#)

### Q & A

Have a question or looking to schedule an appointment?

[Ask your question](#)

### Seller Information

Seller:

Warren County, OH

[\[view seller's other assets\]](#)





1 / 1



## CHERRY DESK

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5233
Condition	Used/See Description
Inventory ID	FAC240005

Cherry finish desk as pictured, 54" long x 24" wide. As Is.

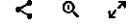
Print Share

### Seller Information

Seller:	Warren County, OH { view seller's other assets }
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government



1 / 2



## 2 LONG FOLDING TABLES

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5234
Condition	Used/See Description
Inventory ID	FAC240006

2 long folding tables, 6' as pictured. As Is.

Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government





## 4 STACKABLE CHAIRS

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5235
Condition	Used/See Description
Inventory ID	FAC240007

4 stackable chairs as pictured. As Is.

Print Share

### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government



## NEW OFFICE CHAIR - REGENERATION BY KNOL

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5236
Condition	Used/See Description
Inventory ID	FAC240008

New office chair by Knoll, in box.

Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government



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## BLACK OVERHEAD CABINET

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5237
Condition	Used/See Description
Inventory ID	FAC240009

New overhead storage cabinet.

[Print](#) [Share](#)

### Q & A

Have a question or looking to schedule an appointment?

[Ask your question](#)





## 8 RED STACKABLE CHAIRS

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5238
Condition	Used/See Description
Inventory ID	FAC240010

8 red stackable chairs as pictured. As is.

Print Share

### Seller Information

Seller:	Warren County, OH { view seller's other assets }
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government



1 / 1



## WOOD DESK

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5239
Condition	Used/See Description
Inventory ID	FAC240011

Wood desk as pictured. 59" long x 30" wide. As Is.

Print Share

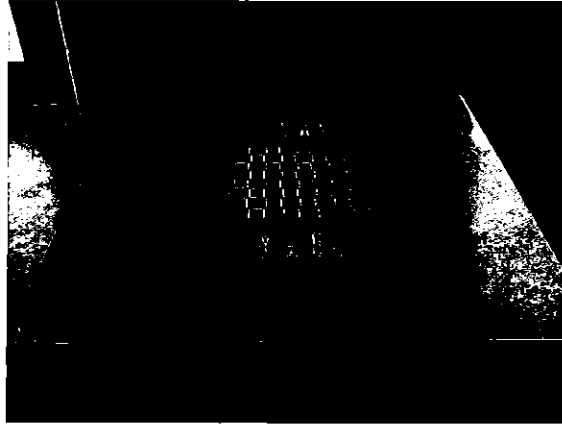
### Q & A

Have a question or looking to schedule an appointment?

Ask your question



1 / 1

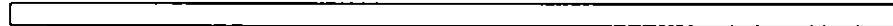


## GAME TABLE

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5240
Condition	Used/See Description
Inventory ID	FAC240012

Game table. 42" x 42". As is.

Print Share

### Q & A

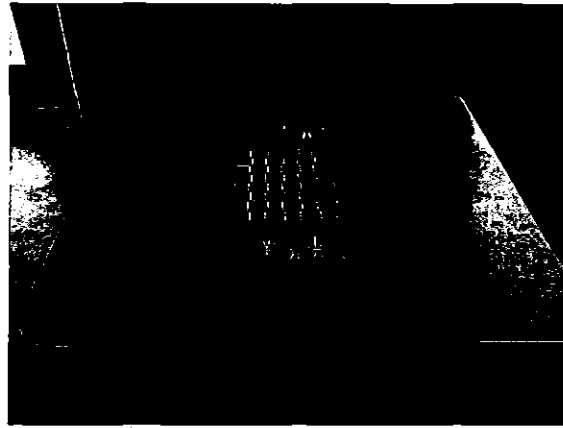
Have a question or looking to schedule an appointment?

Ask your question





1 / 1



## GAME TABLE

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5241
Condition	Used/See Description
Inventory ID	FAC240013

Game table. 42" x 42". As is.

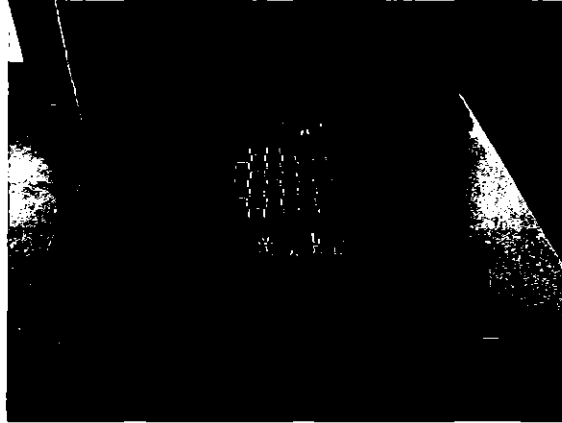
   
Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government



1 / 1

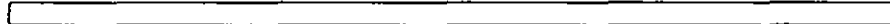


## GAME TABLE

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5242
Condition	Used/See Description
Inventory ID	FAC240014

Game table. 42" x 42". As Is.



### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Tammy Mey
Email:	Tammy.Mey@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government



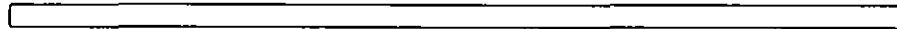


## 3 BLUE STACKABLE PLASTIC CHAIRS

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5243
Condition	Used/See Description
Inventory ID	FAC240015

3 blue stackable plastic chairs. As Is.

Print Share

### Seller Information

Seller:	Warren County, OH (view seller's other assets)
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government



1 / 1



## Kitchen Countertop

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

<b>Lot#</b>	3051-5244
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	FAC240016

Kitchen Countertop. 100" long x 28" deep. As is.

[Print](#) [Share](#)

### Seller Information

<b>Seller:</b>	Warren County, OH { view seller's other assets }
<b>Asset Contact:</b>	Tammy May
<b>Email:</b>	Tammy.May@co.warren.oh.us
<b>Phone:</b>	+15136951463
<b>Item Location:</b>	430 Justice Dr. Lebanon, Ohio, 45036-2384, USA
<b>Account Type:</b>	Government





## GREY 2 DRAWER FILING CABINET

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5245
Condition	Used/See Description
Inventory ID	FAC240017

Grey 2-drawer filing cabinet. As is.

Print Share

### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
Account Type:	Government



1 / 1



## SQUARE TABLE

**Closes:**

**Location:**

Lebanon, Ohio, USA



### Description

Lot#	3051-5246
Condition	Used/See Description
Inventory ID	FAC240018

Square wood table. 36" x 36". As Is.

[Print](#) [Share](#)

### Seller Information

<b>Seller:</b>	Warren County, OH [view seller's other assets]
<b>Asset Contact:</b>	Tammy May
<b>Email:</b>	Tammy.May@co.warren.oh.us
<b>Phone:</b>	+15136951463
<b>Item Location:</b>	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA
<b>Account Type:</b>	Government



1 / 1

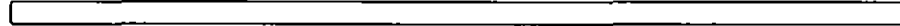


## BLACK 2 DRAWER FILING CABINET

**Closes:**

**Location:**

Lebanon, Ohio, USA



### Description

Lot#	3051-5247
Condition	Used/See Description
Inventory ID	FAC240019

Black 2-drawer filing cabinet. As is.

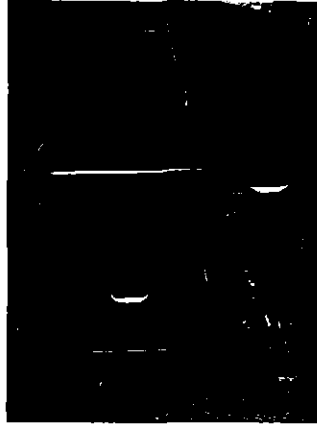
MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

Print Share

### Seller Information

<b>Seller:</b>	Warren County, OH [ view seller's other assets ]
<b>Asset Contact:</b>	Tammy May
<b>Email:</b>	Tammy.May@co.warren.oh.us
<b>Phone:</b>	+15136951463
<b>Item Location:</b>	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA





## BLACK SIDE TABLE

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5248
Condition	Used/See Description
Inventory ID	FAC240020

Black side table 21" tall x 29.5" wide, As Is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

[Print](#) [Share](#)

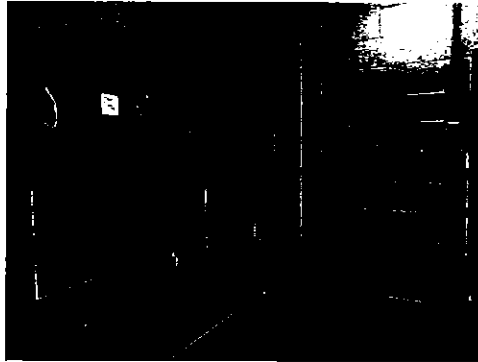
### Seller Information

Seller:	Warren County, OH <a href="#">[ view seller's other assets ]</a>
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA





1 / 2



## L-SHAPED DESK W/ OVERHEAD CABINET

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5249
Condition	Used/See Description
Inventory ID	FAC240021

L-shaped desk: 77.5" x 60". Overhead cabinet 48" x 15" x 13". As Is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

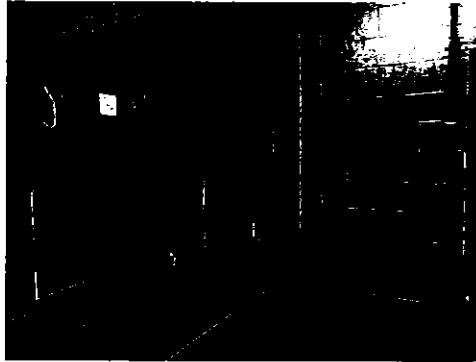
Print Share

### Seller Information

Seller:	Warren County, OH <a href="#">[ view seller's other assets ]</a>
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45035-2384, USA



1 / 2



## L-SHAPED DESK W/ OVERHEAD CABINET

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5250
Condition	Used/See Description
Inventory ID	FAC240022

L-shaped desk: 77.5" x 60". Overhead cabinet 48" x 15" x 13". As Is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

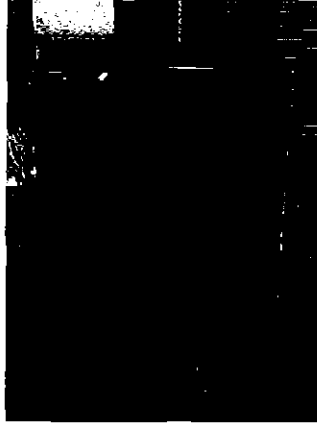
Print Share

### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Jeremy Miller
Email:	jeremy.miller@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA



1 / 1



## BLACK SHELF

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5251
Condition	Used/See Description
Inventory ID	FAC240023

Black Shelf: 34.5" x 11.5" x 10.5".

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

[Print](#) [Share](#)

### Q & A

Have a question or looking to schedule an appointment?

[Ask your question](#)



1 / 2

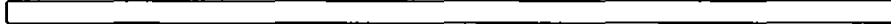


## LARGE U-SHAPED DESK W/ OVERHEAD CABINET

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5252
Condition	Used/See Description
Inventory ID	FAC240024

Large u-shaped desk: 106" x 71". Overhead cabinet 71" x 15". As Is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

[Print](#) [Share](#)

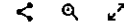
### Q & A

Have a question or looking to schedule an appointment?

[Ask your question](#)



1 / 1



## L-SHAPED DESK W/ CREDENZA

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5253
Condition	Used/See Description
Inventory ID	FAC240025

L-shaped desk: 29.5" x 71". Credenza: 59" x 15" x 36". As is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

Print Share

### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Jeremy Miller
Email:	jeremy.miller@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA



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## BLACK WALL CABINETS

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5254
Condition	Used/See Description
Inventory ID	FAC240026

Black wall cabinets as pictured. As Is.

Overhead cabinet 48" long x 14.25" wide x 15" tall

Black corner cabinet 24" long x 28" wide x 30" tall

Single black cabinet 25.5" long x 12" wide x and 30" tall

Double black cabinet 12" long x 48" wide x 30" tall

Narrow door cabinet 16.5" x 24" x 14.5"

Large shelf 13 in long by 34.5 wide and 59 in tall

Small shelf 13in long by 34.5 wide and 41 in tall

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

Personalize your view by Best Fit, Current Bid, Closing Soon and Latest Online

Simply scroll up to click column headings to sort!



1 / 1



## TALL GREY METAL SHELF

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5255
Condition	Used/See Description
Inventory ID	FAC240027

Tall grey metal shelf: 59" x 34.5" x 12". As Is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

Print Share

### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Jeremy Miller
Email:	jeremy.miller@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA





## GREY METAL SHELF

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5256
Condition	Used/See Description
Inventory ID	FAC240028

Grey metal shelf. 41" x 34.5" x 12". As is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

[Print](#) [Share](#)

### Seller Information

Seller:	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact:	Jeremy Miller
Email:	<a href="mailto:jeremy.miller@co.warren.oh.us">jeremy.miller@co.warren.oh.us</a>
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA



1 / 1



## METAL CART

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

Lot#	3051-5257
Condition	Used/See Description
Inventory ID	FAC240029

Grey metal shelf: 56" x 29.5". As is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

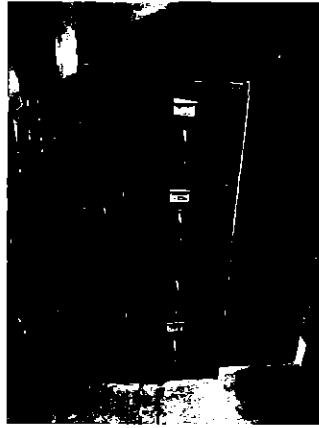
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### Seller Information

<b>Seller:</b>	Warren County, OH [view seller's other assets]
<b>Asset Contact:</b>	Jeremy Miller
<b>Email:</b>	jeremy.miller@co.warren.oh.us
<b>Phone:</b>	+15136951463
<b>Item Location:</b>	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA



1 / 1



## OLD WOODEN 4-DRAWER FILING CABINET

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5258
Condition	Used/See Description
Inventory ID	FAC240030

Old wooden 4-drawer filing cabinet. 51.5" tall x 17.5" wide x 27" deep. As Is.

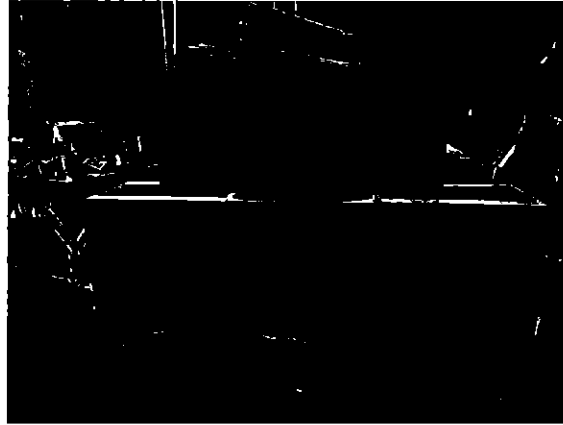
MUST BE REMOVED WITHIN 10 BUSINESS DAYS

Print Share

### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Jeremy Miller
Email:	jeremy.miller@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA





## SET OF BROWN LAMINATE WALL & BASE CABINETS

**Closes:**

**Location:**

Lebanon, Ohio, USA



### Description

Lot#	3051-5260
Condition	Used/See Description
Inventory ID	FAC240031

Base Cabinets: 36" wide x 24" deep x 34.5" tall

Wall Cabinets: 36" wide x 12" deep x 30" tall

As Is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

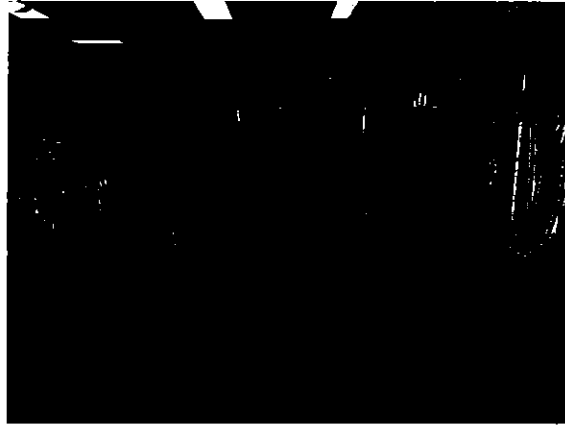
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### Seller Information

<b>Seller:</b>	Warren County, OH <a href="#">[view seller's other assets]</a>
<b>Asset Contact:</b>	Jeremy Miller



1 / 1



## SET OF WHITE LAMINATE WALL & BASE CABINETS

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

<b>Lot#</b>	3051-5261
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	FAC240032

Base Cabinets: 36" wide x 24" deep x 34.5" tall

Wall Cabinets: 36" wide x 12" deep x 30" tall

As Is.

MUST BE REMOVED WITHIN 10 BUSINESS DAYS.

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### Seller Information

<b>Seller:</b>	Warren County, OH <a href="#">[ view seller's other assets ]</a>
<b>Asset Contact:</b>	Jeremy Miller



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## USB Foot Pedal

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5213
Condition	Used/See Description
Inventory ID	JUV24001

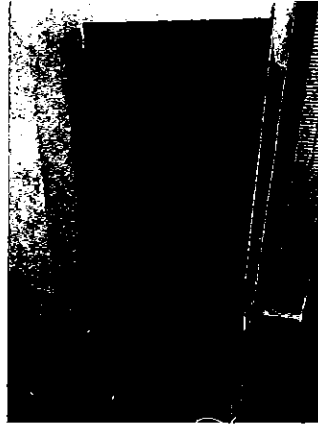
Executive Communication Systems Infinity 3 USB Foot Pedal Control with Computer Plug In

Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Michael Mason
Email:	Michael.Mason@co.warren.oh.us
Phone:	+15136951613
Item Location:	900 Memorial Dr, Lebanon, Ohio, 45036-2443, USA
Account Type:	Government

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## Bookcase

**Closes:**

**Location:**

Lebanon, Ohio, USA



### Description

Lot#	3051-5214
Condition	Used/See Description
Inventory ID	WFO24001

6 shelf bookcase

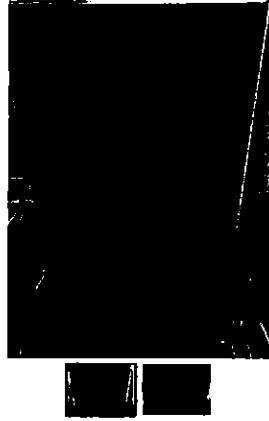


### Seller Information

<b>Seller:</b>	Warren County, OH <a href="#">[ view seller's other assets ]</a>
<b>Asset Contact:</b>	Jena Short
<b>Email:</b>	shorje@ohioworkforce.com
<b>Phone:</b>	+15136952838
<b>Item Location:</b>	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
<b>Account Type:</b>	Government



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## Storage cabinet

Closes:

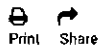
Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5215
Condition	Used/See Description
Inventory ID	WFO24002

Storage cabinet



### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Jena Short
Email:	shorje@ohioworkforce.com
Phone:	+15136952838
Item Location:	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
Account Type:	Government



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## Small desk

**Closes:**

**Location:**

Lebanon, Ohio, USA

## Description

<b>Lot#</b>	3051-5216
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	WFO24003

Small desk



## Seller Information

<b>Seller:</b>	Warren County, OH [view seller's other assets]
<b>Asset Contact:</b>	Jena Short
<b>Email:</b>	shorje@ohioworkforce.com
<b>Phone:</b>	+15136952838
<b>Item Location:</b>	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
<b>Account Type:</b>	Government





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## Small desk

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

Lot#	3051-5217
Condition	Used/See Description
Inventory ID	WFO24004

Small desk

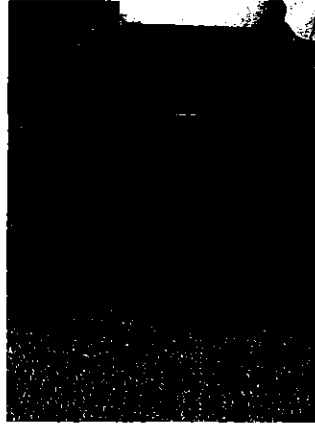
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### Seller Information

<b>Seller:</b>	Warren County, OH <a href="#">[ view seller's other assets ]</a>
<b>Asset Contact:</b>	Jena Short
<b>Email:</b>	shorje@ohioworkforce.com
<b>Phone:</b>	+15136952838
<b>Item Location:</b>	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
<b>Account Type:</b>	Government



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## 3 drawer filing cabinet

Closes:

Location:

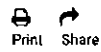
Lebanon, Ohio, USA



### Description

Lot#	3051-5218
Condition	Used/See Description
Inventory ID	WFO24005

3 drawer filing cabinet



### Seller Information

Seller:	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact:	Jena Short
Email:	shorje@ohioworkforce.com
Phone:	+15136952838
Item Location:	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
Account Type:	Government



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## Small desk

**Closes:**

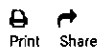
**Location:**

Lebanon, Ohio, USA

### Description

<b>Lot#</b>	3051-5219
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	WFO24006

Small desk



### Seller Information

<b>Seller:</b>	Warren County, OH [ <a href="#">view seller's other assets</a> ]
<b>Asset Contact:</b>	Jena Short
<b>Email:</b>	shorje@ohioworkforce.com
<b>Phone:</b>	+15136952838
<b>Item Location:</b>	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
<b>Account Type:</b>	Government



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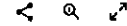
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## Small desk

**Closes:**

**Location:**

Lebanon, Ohio, USA



## Description

<b>Lot#</b>	3051-5220
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	WFO24007

Small desk

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## Seller Information

<b>Seller:</b>	Warren County, OH <a href="#">[ view seller's other assets ]</a>
<b>Asset Contact:</b>	Jena Short
<b>Email:</b>	shorje@ohloworkforce.com
<b>Phone:</b>	+15136952838
<b>Item Location:</b>	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
<b>Account Type:</b>	Government



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## Small desk

Closes:

Location:

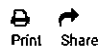
Lebanon, Ohio, USA



### Description

Lot#	3051-5221
Condition	Used/See Description
Inventory ID	WFO24008

Small desk

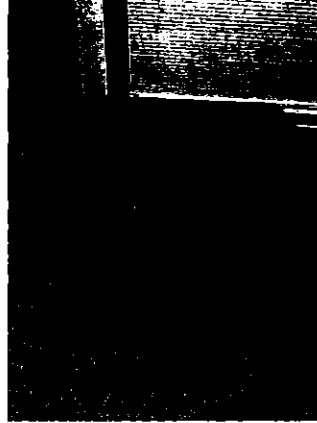


### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Jena Short
Email:	shorje@ohloworkforce.com
Phone:	+15136952838
Item Location:	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
Account Type:	Government



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## Small desk

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5222
Condition	Used/See Description
Inventory ID	WFO24009

Small desk



### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Jena Short
Email:	shorje@ohioworkforce.com
Phone:	+15136952838
Item Location:	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
Account Type:	Government



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## 2 drawer filing cabinet

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5223
Condition	Used/See Description
Inventory ID	WF024010

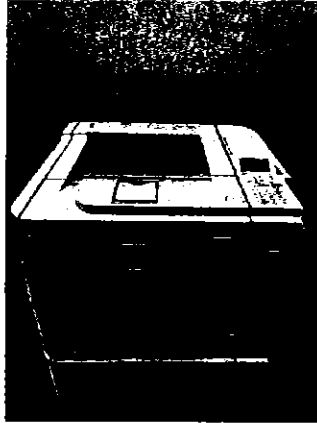
2 drawer filing cabinet



### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Jena Short
Email:	shorje@ohioworkforce.com
Phone:	+15136952838
Item Location:	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
Account Type:	Government





## HP LaserJet P3015 Printer

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

<b>Lot#</b>	3051-5224
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	WFO24011

HP LaserJet P3015 Printer

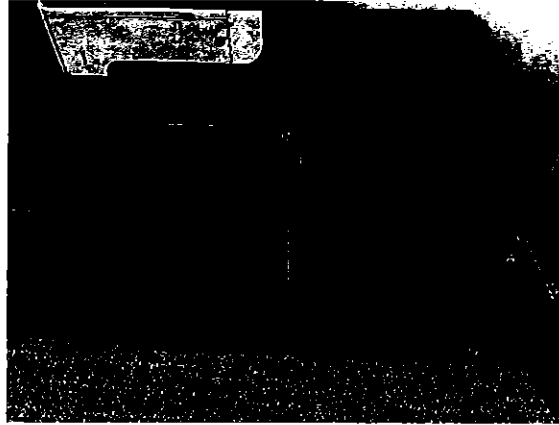
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### Seller Information

<b>Seller:</b>	Warren County, OH [ <a href="#">view seller's other assets</a> ]
<b>Asset Contact:</b>	Jena Short
<b>Email:</b>	shorje@ohioworkforce.com
<b>Phone:</b>	+15136952838
<b>Item Location:</b>	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
<b>Account Type:</b>	Government



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## 2 door storage cabinet

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5225
Condition	Used/See Description
Inventory ID	WF024012

2 door storage cabinet



### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Jena Short
Email:	shorje@ohioworkforce.com
Phone:	+15136952838
Item Location:	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
Account Type:	Government



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## Small desk

**Closes:**

**Location:**

Lebanon, Ohio, USA



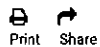
### Description

**Lot#** 3051-5226

**Condition** Used/See Description

**Inventory ID** WFO24013

Small desk



### Seller Information

**Seller:** Warren County, OH  
[ [view seller's other assets](#) ]

**Asset Contact:** Jena Short

**Email:** [shorje@ohioworkforce.com](mailto:shorje@ohioworkforce.com)

**Phone:** +15136952838

**Item Location:** 300 E Silver St, Lebanon, Ohio, 45036-1816, USA

**Account Type:** Government



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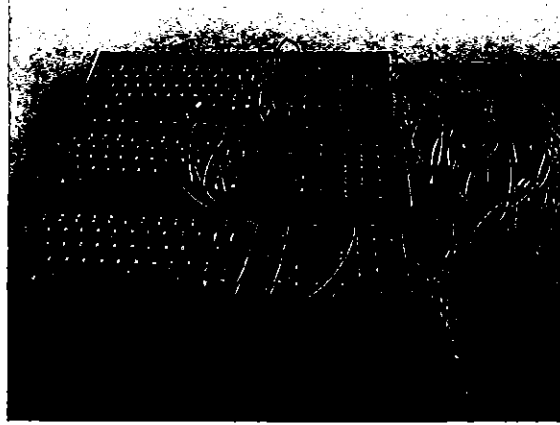
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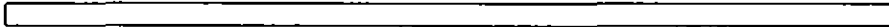


## Keyboards & Mice

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5227
Condition	Used/See Description
Inventory ID	WFO24014

Keyboards & mice (5 of each)

Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Jena Short
Email:	shorje@ohioworkforce.com
Phone:	+15136952838
Item Location:	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
Account Type:	Government

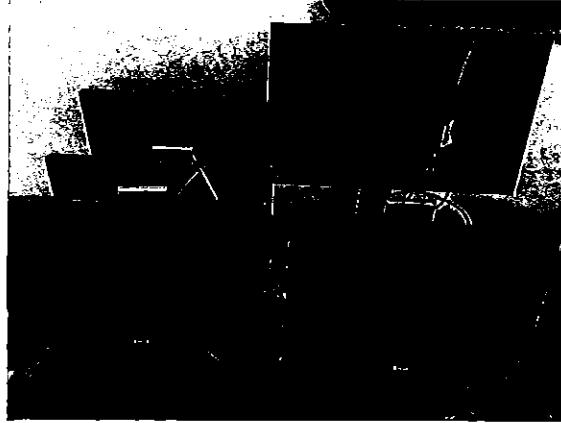


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## Monitors

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

Lot#	3051-5228
Condition	Used/See Description
Inventory ID	WFO24015

4 Dell monitors & 1 ViewSonic monitor

Print Share

### Seller Information

<b>Seller:</b>	Warren County, OH [view seller's other assets]
<b>Asset Contact:</b>	Jena Short
<b>Email:</b>	shorje@ohloworkforce.com
<b>Phone:</b>	+15136952838
<b>Item Location:</b>	300 E Silver St, Lebanon, Ohio, 45036-1816, USA
<b>Account Type:</b>	Government



# Resolution

Number 24-0049

Adopted Date January 09, 2024

## ACKNOWLEDGE RECEIPT OF DECEMBER 2023 FINANCIAL STATEMENT

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

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor (file)   
S. Spencer  
Krystal Powell

# Financial Statement for 2023 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	95,150,341.24	7,055,336.39	13,558,133.64	88,647,543.99	382,621.60	89,030,165.59
2201	SENIOR CITIZENS SERVICE LEVY	7,485,871.81	0.00	783,115.87	6,702,755.94	0.00	6,702,755.94
2202	MOTOR VEHICLE	10,522,484.23	1,228,118.72	427,993.82	11,322,609.13	49,858.74	11,372,467.87
2203	HUMAN SERVICES	1,201,337.11	225,850.00	337,594.44	1,089,592.67	15,285.23	1,104,877.90
2204	COVID19 EMERGENCY RENTAL ASSIS	4,586,791.86	0.00	0.00	4,586,791.86	0.00	4,586,791.86
2205	BOARD OF DEVELOPMENTAL DISABIL	31,353,799.90	353,928.88	1,487,456.92	30,220,271.86	210,464.47	30,430,736.33
2206	DOG AND KENNEL	419,705.17	140,499.25	41,711.92	518,492.50	2,771.99	521,264.49
2207	LAW LIBRARY RESOURCES FUND	106,433.05	38,834.68	24,426.88	120,840.85	19,010.84	139,851.69
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	10,000.01	16.88	4,400.29	5,616.60	1,867.58	7,484.18
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	14,181,231.45	0.00	50,118.83	14,131,112.62	33,736.00	14,164,848.62
2212	ONEOHIO OPIOID SETTLEMENT FUND	502,547.57	0.00	0.00	502,547.57	0.00	502,547.57
2215	VETERAN'S MEMORIAL	9,978.84	0.00	0.00	9,978.84	0.00	9,978.84
2216	RECORDER TECH FUND 317.321	245,931.68	10,695.00	36,252.63	220,374.05	0.00	220,374.05
2217	BOE TECHNOLOGY FUND 3501.17	1,749,056.57	0.00	22,748.40	1,726,308.17	17,959.72	1,744,267.89
2218	COORDINATED CARE	670,493.47	1.03	25,690.00	644,804.50	13,840.00	658,644.50
2219	WIRELESS 911 GOVERNMENT ASSIST	462,768.86	19,435.66	16,485.20	465,719.32	0.00	465,719.32
2220	CP INDIGENT DRVR INTRLK/MONITG	12,174.71	244.20	0.00	12,418.91	0.00	12,418.91
2221	CC/MC INDIGENT DRIVER INTERLOC	126,368.62	1,352.57	0.00	127,721.19	0.00	127,721.19
2222	JUV INDIGENT DRIVER INTERLOCK	2,682.43	102.63	0.00	2,785.06	0.00	2,785.06
2223	PROBATE/JUVENILE SPECIAL PROJ	346,963.41	2,467.77	0.00	349,431.18	0.00	349,431.18
2224	COMMON PLEAS SPECIAL PROJECTS	187,584.98	6,742.00	3,150.00	191,176.98	0.00	191,176.98
2227	PROBATION SUPERVISION 2951.021	813,505.86	2,918.00	9,356.47	807,067.39	300.00	807,367.39
2228	MENTAL HEALTH GRANT	190,155.69	0.00	0.00	190,155.69	0.00	190,155.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,828,166.47	40,804.83	0.00	1,868,971.30	0.00	1,868,971.30
2231	CO LODGING ADD'L 1%	102,081.43	73,258.59	0.00	175,340.02	0.00	175,340.02

# Financial Statement for 2023 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	306,273.78	219,775.49	3,073.97	522,975.30	11.23	522,986.53
2233	DOMESTIC SHELTER	19,357.00	2,882.00	0.00	22,239.00	0.00	22,239.00
2237	REAL ESTATE ASSESSMENT	6,552,093.96	0.00	134,957.19	6,417,136.77	80,317.00	6,497,453.77
2238	WORKFORCE INVESTMENT BOARD	81,766.27	383,074.04	358,024.65	106,815.66	161,431.84	268,247.50
2243	JUVENILE GRANTS	330,103.41	9,270.00	540.00	338,833.41	0.00	338,833.41
2245	CRIME VICTIM GRANT FUND	17,221.04	2,346.22	3,549.92	16,017.34	0.00	16,017.34
2246	JUVENILE INDIGENT DRIVER ALCOH	21,683.85	64.50	0.00	21,748.35	0.00	21,748.35
2247	FELONY DELINQUENT CARE/CUSTODY	732,748.60	0.00	113,997.19	618,751.41	2,939.82	621,691.23
2248	TAX CERTIFICATE ADMIN FUND	28,614.23	0.00	374.00	28,240.23	0.00	28,240.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	757,115.57	1,495.87	14,392.58	744,218.86	0.00	744,218.86
2250	CERT OF TITLE ADMIN FUND	4,100,677.31	169,205.14	107,411.04	4,162,471.41	14,894.13	4,177,365.54
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	91,463.07	90,955.00	87,399.27	95,018.80	3,405.92	98,424.72
2255	MUNICIPAL VICTIM WITNESS FUND	75,785.05	0.00	6,888.01	68,897.04	0.00	68,897.04
2256	WARREN COUNTY SOLID WASTE DIST	1,106,855.37	8,359.52	12,505.23	1,102,709.66	267.43	1,102,977.09
2257	OHIO PEACE OFFICER TRAINING	114,654.32	34,261.76	115.00	148,801.08	0.00	148,801.08
2258	WORKFORCE INVESTMENT ACT FUND	91,384.42	37,957.00	2,020.42	127,321.00	6,779.50	134,100.50
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	283,870.00	29,566.15	29,566.15	283,870.00	0.00	283,870.00
2262	COMMUNITY CORRECTIONS MONITORI	878,686.12	33,118.00	23,847.70	887,956.42	100.00	888,056.42
2263	CHILD SUPPORT ENFORCEMENT	1,899,583.64	117,595.02	233,318.94	1,783,859.72	897.19	1,784,756.91
2264	EMERGENCY MANAGEMENT AGENCY	330,033.67	0.00	20,365.85	309,667.82	36.92	309,704.74
2265	COMMUNITY DEVELOPMENT	599,480.36	119,818.79	120,299.97	598,999.18	79.41	599,078.59
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

# Financial Statement for 2023 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	12,000.00	0.00	12,000.00	0.00	12,000.00	12,000.00
2268	INDIGENT GUARDIANSHIP FUND	282,455.78	1,340.00	0.00	283,795.78	0.00	283,795.78
2269	INDIGENT DRIVER ALCOHOL TREATM	813,804.22	6,495.61	0.00	820,299.83	0.00	820,299.83
2270	JUVENILE TREATMENT CENTER	256,090.80	117,334.06	103,724.41	269,700.45	7,775.39	277,475.84
2271	DTAC-PROSECUTOR ORC 321.261	304,077.46	310.27	15,571.49	288,816.24	0.00	288,816.24
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	9,326,296.77	808,583.76	748,412.90	9,386,467.63	418,382.93	9,804,850.56
2274	COUNTY COURT COMPUTR 1907.261A	87,821.96	948.00	34.01	88,735.95	0.00	88,735.95
2275	COUNTY CRT CLK COMP 1907.261B	182,304.95	2,966.00	0.00	185,270.95	0.00	185,270.95
2276	PROBATE COMPUTER 2101.162	105,685.63	450.00	0.00	106,135.63	0.00	106,135.63
2277	PROBATE CLERK COMPUTR 2101.162	300,071.01	1,500.00	0.00	301,571.01	0.00	301,571.01
2278	JUVENILE CLK COMPUTR 2151.541	58,045.21	1,037.76	0.00	59,082.97	0.00	59,082.97
2279	JUVENILE COMPUTER 2151.541	50,867.80	310.43	0.00	51,178.23	0.00	51,178.23
2280	COMMON PLEAS COMPUTER 2303.201	91,969.24	1,319.00	0.00	93,288.24	0.00	93,288.24
2281	DOMESTIC REL COMPUTER 2301.031	9,710.39	309.00	25.43	9,993.96	0.00	9,993.96
2282	CLERK COURTS COMPUTER 2303.201	165,425.00	8,143.00	0.00	173,568.00	0.00	173,568.00
2283	COUNTY CT SPEC PROJ 1907.24B1	2,199,273.22	18,907.20	12,632.90	2,205,547.52	0.00	2,205,547.52
2284	COGNITIVE INTERVENTION PROGRAM	409,722.72	5,876.95	5,896.00	409,703.67	5,827.60	415,531.27
2285	CONCEALED HANDGUN LICENSE	796,982.01	5,010.00	5,494.11	796,497.90	0.00	796,497.90
2286	SHERIFF-DRUG LAW ENFORCEMENT	3,437.89	145.00	0.00	3,582.89	604.94	4,187.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	355,645.44	-3,878.00	2,490.68	349,276.76	400.00	349,676.76
2288	COMM BASED CORRECTIONS DONATIO	11,076.48	0.00	0.00	11,076.48	0.00	11,076.48
2289	COMMUNITY BASED CORRECTIONS	281,981.19	0.00	34,121.88	247,859.31	360.00	248,219.31
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	4,912.00	0.00	0.00	4,912.00	0.00	4,912.00



# Financial Statement for 2023 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	17,234.39	0.00	17,234.39	0.00	0.00	0.00
2295	TACTICAL RESPONSE UNIT	33,623.27	20.00	0.00	33,643.27	0.00	33,643.27
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	143,448.83	432.00	0.00	143,880.83	0.00	143,880.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,468,839.11	9,154.95	104,031.68	1,373,962.38	171,953.92	1,545,916.30
3327	BOND RETIREMENT SPECIAL ASSMT	54,942.02	0.00	0.00	54,942.02	0.00	54,942.02
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
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	0.00	2,964,909.50	0.00	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	787,298.86	1,393,549.59	1,882,951.46	297,896.99	0.00	297,896.99
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	19,610,619.00	0.00	1,496,862.00	18,113,757.00	0.00	18,113,757.00
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	13,985.89	13,985.89	0.00	0.00	0.00

# Financial Statement for 2023 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	246,157.03	0.00	8,375.67	237,781.36	0.00	237,781.36
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	10,000.00	0.00	5,382.00	4,618.00	0.00	4,618.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	4,883,880.79	2,780,000.00	74,856.80	7,589,023.99	5,600.00	7,594,623.99
4479	AIRPORT CONSTRUCTION	889,770.57	22,087.41	306,536.75	605,321.23	20,974.07	626,295.30
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,008,616.93	0.00	140.00	1,008,476.93	0.00	1,008,476.93
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	0.00	10,632,920.00	0.00	10,632,920.00	0.00	10,632,920.00
4492	COMMUNICATION PROJECTS	3,099,035.30	1,611,562.00	57,249.81	4,653,347.49	29,500.00	4,682,847.49
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	8,936,546.88	0.00	7,436,251.67	1,500,295.21	0.00	1,500,295.21
4495	JAIL CONSTRUCTION SALES TAX	1,996,738.01	-23,633.14	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	8,668,154.13	0.00	581,698.75	8,086,455.38	0.00	8,086,455.38
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	29,346,328.92	1,715,267.82	7,473,419.40	23,588,177.34	127,111.92	23,715,289.26
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	488,893.83	5,798,672.67	340,987.76	5,946,578.74	4,662.79	5,951,241.53

# Financial Statement for 2023 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5580	SEWER REVENUE	31,557,273.78	1,399,062.58	7,081,094.96	25,875,241.40	255,098.68	26,130,340.08
5581	SEWER IMPROV-WC VOCATIONAL SCH	298,355.93	0.00	0.00	298,355.93	0.00	298,355.93
5583	WATER CONST PROJECTS	1,068,719.79	5,367,205.77	2,735,421.22	3,700,504.34	2,593,128.16	6,293,632.50
5590	STORM WATER TIER 1	221,221.79	0.00	12,909.00	208,312.79	14,995.00	223,307.79
6619	VEHICLE MAINTENANCE ROTARY	56,106.16	41,400.38	24,937.61	72,568.93	3,929.56	76,498.49
6630	SHERIFF'S POLICING REVOLV FUND	1,108,897.61	3,118.48	418,171.03	693,845.06	0.00	693,845.06
6631	COMMUNICATIONS ROTARY	286,329.87	2,867.68	7,277.69	281,919.86	213.68	282,133.54
6632	HEALTH INSURANCE	1,444,797.43	919,486.49	1,582,715.17	781,568.75	402.82	781,971.57
6636	WORKERS COMP SELF INSURANCE	1,674,943.43	0.00	24,712.98	1,650,230.45	7,111.29	1,657,341.74
6637	PROPERTY & CASUALTY INSURANCE	293,951.18	0.00	500.00	293,451.18	0.00	293,451.18
6650	GASOLINE ROTARY	125,049.68	77,255.73	48,493.38	153,812.03	15,076.48	168,888.51
7707	P.E.R.S. ROTARY	2,636.03	0.00	2.60	2,633.43	2.60	2,636.03
7708	TOWNSHIP FUND	0.00	482,514.51	482,514.51	0.00	0.00	0.00
7709	CORPORATION FUND	4,131.57	214,500.74	218,632.31	0.00	1,830.70	1,830.70
7713	WATER-SEWER ROTARY FUND	401,469.87	3,314,529.20	3,090,145.10	625,853.97	2,354.53	628,208.50
7714	PAYROLL ROTARY	306,181.95	4,479,782.05	4,479,019.61	306,944.39	807,680.21	1,114,624.60
7715	NON PARTICIPANT ROTARY	14,613.84	0.00	0.00	14,613.84	0.00	14,613.84
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	7,687,754.89	546,192.59	12,212.10	8,221,735.38	14,147.51	8,235,882.89
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	6,718.07	5,850.22	0.00	12,568.29	0.00	12,568.29
7720	LOCAL GOVERNMENT FUND	0.00	472,785.69	472,785.69	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	902.88	44.81	937.68	10.01	230.86	240.87
7723	GASOLINE TAX	0.00	556,869.32	556,869.32	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	83,197.54	0.00	0.00	83,197.54	0.00	83,197.54
7725	UNDIVIDED WIRELESS 911 GOV ASS	20,767.14	38,747.80	59,514.94	0.00	9,686.95	9,686.95

# Financial Statement for 2023 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7726	MOTOR VEHICLE LICENSE TAX	0.00	913,560.48	913,560.48	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	17,808.71	307.73	5,927.02	12,189.42	13,570.17	25,759.59
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	275,397.99	23,427.88	0.00	298,825.87	0.00	298,825.87
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	12,765.67	10,731.00	11,602.82	11,893.85	0.00	11,893.85
7742	LIBRARIES	0.00	538,456.82	538,456.82	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	1,543.32	1,128.33	2,649.93	21.72	2,649.93	2,671.65
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	102,692.33	430,834.75	529,310.30	4,216.78	0.00	4,216.78
7754	OHIO ELECTIONS COMMISSION FUND	0.00	390.00	390.00	0.00	390.00	390.00
7756	SEWER ROTARY	86,951.00	11,892.00	10,060.00	88,783.00	0.00	88,783.00
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	171,050.78	171,050.78	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	30,072.08	944.00	599.00	30,417.08	0.00	30,417.08
7766	ESCROW ROTARY	676,127.19	-25.00	0.00	676,102.19	0.00	676,102.19
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	32,368.38	2,793.91	0.00	35,162.29	0.00	35,162.29
7769	BANKRUPTCY POST PETITION CONDU	24,006.33	2,809.63	0.00	26,815.96	0.00	26,815.96
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00

# Financial Statement for 2023 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	13,830.12	9,918.75	10,056.50	13,692.37	30.00	13,722.37
7776	UNDIVIDED EVIDENCE SHERIFF	45,840.22	0.00	100.00	45,740.22	8.50	45,748.72
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	97,911.00	388,100.00	225.00	485,786.00	437,432.56	923,218.56
7779	UNDIVIDED DRUG TASK FORCE SEIZ	142,385.00	0.00	530.00	141,855.00	192.00	142,047.00
7781	REFUNDABLE DEPOSITS	402,531.12	10,559.90	10,567.13	402,523.89	3,961.56	406,485.45
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	14,665.00	1,170.00	15,835.00	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	146,414.60	65,279.50	211,694.10	0.00	209,577.16	209,577.16
7795	UNDIVIDED INDIGENT FEES	0.00	1,929.00	1,929.00	0.00	385.80	385.80
7796	MASON MUN ORD VIOLATION INDIGE	9,160.32	3,153.92	1,065.00	11,249.24	427.50	11,676.74
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	32,687.69	32,687.69	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	768,498.27	0.00	23.63	768,474.64	0.00	768,474.64
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,671,886.33	189,944.19	-426,806.60	9,288,637.12	11,473.89	9,300,111.01
9912	FOOD SERVICE	168,571.71	4,868.00	49,418.56	124,021.15	324.74	124,345.89
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	230,478.44	41,094.00	100,162.75	171,409.69	30.00	171,439.69
9925	SOIL & WATER CONSERVATION DIST	769,892.91	222.00	78,982.63	691,132.28	1,037.07	692,169.35

# Financial Statement for 2023 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9928	REGIONAL PLANNING	366,731.61	13,294.40	39,191.40	340,834.61	355.00	341,189.61
9938	WARREN COUNTY PARK DISTRICT	2,361,494.73	114,619.25	199,023.14	2,277,090.84	2,064.22	2,279,155.06
9944	ARMCO PARK	308,652.01	118,591.62	41,863.81	385,379.82	7,399.37	392,779.19
9953	WATER SYSTEM FUND	39,762.28	3,284.00	591.20	42,455.08	284.00	42,739.08
9954	MENTAL HEALTH RECOVERY BOARD	16,591,998.17	91,988.00	1,288,810.91	15,395,175.26	666,776.42	16,061,951.68
9961	HEALTH GRANT FUND	917,050.46	141,141.28	871,576.96	186,614.78	0.00	186,614.78
9963	CAMPGROUNDS	1,500.70	0.00	0.00	1,500.70	0.00	1,500.70
9976	HEALTH - SWIMMING POOL FUND	169,827.40	0.00	5,105.29	164,722.11	0.00	164,722.11
9977	DRUG TASK FORCE COG	775,583.20	35,516.15	22,986.78	788,112.57	3,129.31	791,241.88
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>		<b>374,573,460.34</b>	<b>56,689,356.81</b>	<b>64,889,744.16</b>	<b>366,373,072.99</b>	<b>6,911,543.35</b>	<b>373,284,616.34</b>

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

# Resolution

Number 24-0050

Adopted Date January 09, 2024

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/4/24 and 1/9/24 as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Auditor

# Resolution

Number 24-0051

Adopted Date January 09, 2024

APPROVE A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE STEPHENS ROAD BRIDGE #158-0.92 REPLACEMENT PROJECT FUND #4452

WHEREAS, Neil Tunison, Warren County Engineer, and appointing authority for the Stephens Road Bridge #158-0.92 Replacement Project has requested a cash advance until monies are received from fund #2202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #2202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$16,180.00 from 2202-45556 (Cash Advance Out)  
into 4452-45555 (Cash Advance In)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Cash Advance File  
Engineer (file)  
OMB



# Resolution

Number 24-0052

Adopted Date January 09, 2024

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

WHEREAS, the Prosecutor's Office has requested that their 2024 local contribution be transferred into their Crime Victim/Witness Fund #2245; and

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

\$ 9,729.00	from	#11011112-5703	(Commissioners - Other County Agencies)
	into	#2245-22452502-AAREVNUE -49000	(Crime Victim/Witness - Transfers)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Operational Transfer file  
Prosecutor (file)  
OMB

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

# Resolution

Number 24-0053

Adopted Date January 09, 2024

APPROVE OPERATIONAL TRANSFERS FROM COUNTY COMMISSIONERS' FUND #11011112 INTO EMERGENCY SERVICES FUNDS #2264 AND #2290

BE IT RESOLVED, to approve the following operational transfers from County Commissioners Fund #1101 into Emergency Services Funds #2264 and #2290:

\$ 83,155.00	from #11011112-5795	(Commissioners – Transfer – EMA)
	into #2264-49000	(County Government)
\$ 27,119.00	from #11011112-5786	(Commissioners – Transfer – Hazmat)
	into #2290-49000	(Hazmat Fund - County Government)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0054

Adopted Date January 09, 2024

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the First Quarter of their 2024 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

\$289,900.00 from #11011112-5744 (GENL BOCC OT Mary Haven Home)  
into #2270-49000 (Distributions & Transfers)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Probate/Juvenile (file)  
Operational Transfer file  
OMB

# Resolution

Number 24-0055

Adopted Date January 09, 2024

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO LOCAL FISCAL RECOVERY  
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriations into #22111110:

\$ 575.00	into	#22111110-5102	(Loc Fiscal Rec – Regular Salaries)
\$ 81.00	into	#22111110-5811	(Loc Fiscal Rec – PERS)
\$ 309.00	into	#22111110-5820	(Loc Fiscal Rec – Health & Life Insurance)
\$ 9.00	into	#22111110-5871	(Loc Fiscal Rec – Medicare)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Supplemental Appropriation file  
OMB (file)  
OGA

# Resolution

Number 24-0056

Adopted Date January 09, 2024

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE TREASURER'S OFFICE  
FUND 2248

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into 22481130-5400 (Purchased Services)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/cs

cc: Auditor   
Appropriation Adj. file  
Treasurer (file)

# Resolution

Number 24-0057

Adopted Date January 09, 2024

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY CORRECTIONS 2227

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 20,000.00 into BUDGET-BUDGET 22271220-5210 (Materials and Supplies)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0058

Adopted Date January 09, 2024

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

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 20,000.00 into BUDGET-BUDGET 22891223-5210 (Materials & Supplies)

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

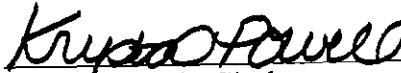
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental Appropriation  
Common Pleas (file)

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

# Resolution

Number 24-0059

Adopted Date January 09, 2024

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriations:

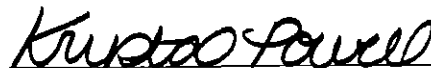
\$100,000.00 into #44793850-5317 (Airport – Non-Capital Purchases)  
\$ 50,000.00 into #44793850-5320 (Airport – Capital Purchases)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   /    
Supplemental Appropriation file  
Airport (file)  
OMB – S. Spencer



# Resolution

Number 24-0060

Adopted Date January 09, 2024

APPROVE A SUPPLEMENTAL APPROPRIATION INTO WORKERS COMP FUND #6636

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 30,000.00 into #66360110-5400 (Workers Comp – Purchased Services)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/js

cc: Auditor              
Supplemental App. File  
OMB (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 24-0061

Adopted Date January 09, 2024

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

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


\$3,090.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11012210-5882	(Sheriff Det. – Vacation Leave Payout)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)  
OMB

# Resolution

Number 24-0062

Adopted Date January 09, 2024

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

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

\$1,847.73	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11012600-5882	(JDC – Vacation Leave Payout)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0063

Adopted Date January 09, 2024

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO TELECOMMUNICATIONS FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Telecommunications Fund #11012810 in order to process vacation and sick leave payouts for Paul Bernard and Alex Wicker, former employees of the Telecommunications Department:

\$26,987.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)  
into #11012810-5882 (Telecommunications – Vacation Leave Payout)

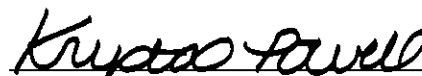
\$9,116.00 from #11011110-5881 (Commissioners – Sick Leave Payout)  
into #11012810-5881 (Telecommunications – Sick Leave Payout)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Telecom (file)  
OMB

# Resolution

Number 24-0064

Adopted Date January 09, 2024

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Fund #11012850 in order to process vacation leave payout for Austin Price, former employee of Emergency Services:

\$263.00	from #11011110-5882	(Commissioners – Vacation Leave Payout)
	into #11012850-5882	(Dispatch – Vacation Leave Payout)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Appropriation Adjustment file  
Emergency Services (file)  
OMB

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

# Resolution

Number 24-0065

Adopted Date January 09, 2024

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMISSIONERS FUND  
#11011110

BE IT RESOLVED, to approve the following appropriation adjustments;

\$ 20,000.00	from	#11011110-5910	(BOCC – Other Expense)
\$ 9,800.00	from	#11011110-5400	(BOCC – Purchased Services)
\$ 5,000.00	into	#11011110-5911	(BOCC – Non-Taxable Meal Fringe)
\$ 10,000.00	into	#11011110-5940	(BOCC – Travel)
\$ 5,000.00	into	#11011110-5370	(BOCC – Software)
\$ 9,800.00	into	#11011110-5421	(BOCC – Rent or Lease)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Commissioners file  
OMB

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

# Resolution

Number 24-0066

Adopted Date January 09, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:

\$3,200.00	from	22701240-5102	(Regular Salaries)
	into	22701240-5840	(Unemployment Compensation)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 24-0067

Adopted Date January 09, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 5510

WHEREAS, the Water and Sewer Department incurs recurring costs for utilities pertaining to  
purchased water from GCWW; and

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

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

\$150,000.00	from	55103200 - 5998	(Reserve/Contingency)
	into	55103200 - 5430	(Utilities)

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)



# Resolution

Number 24-0068

Adopted Date January 09, 2024

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
ENG	DAVID & DONNA MAILE	ENG. TEMP AND PERM EASE STEPHE	\$ 461.00 *contract in packet
GRA	SAFE ON MAIN INC	GRA - FY23 SAFE ON MAIN CDBG G	\$ 39,600.00 *contract in packet

**PO CHANGE ORDERS**

Department	Vendor Name	Description	Amount
ENG	EAGLE BRIDGE CO.	ENG. KING AVE BRIDGE PROJECT	\$ 750,247.63 *decrease

1/9/2024 APPROVED:



\_\_\_\_\_  
Martin Russell, County Administrator

# Resolution

Number 24-0069

Adopted Date January 09, 2024

AMENDING RESOLUTION NUMBER 24-0002 ADOPTED JANUARY 2, 2024 TO FIX REGULAR SESSION MEETING DAYS AND TIMES FOR THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, in accordance with section 305.06(A) of the Ohio Revised Code, the board of county commissioners is required to conduct each regular session meeting of the board at a specific time fixed in advance; and

WHEREAS, during its regular session meeting on January 2, 2024, the Board adopted Resolution Number 24-0002 to establish the meeting days and times for the Board; and

WHEREAS, the Board now desires to amend Resolution Number 24-0002 and restate the meeting days and times.

NOW THEREFORE BE IT RESOLVED, by at least a majority of the Board casting a vote, to fix the specific days of the week and times of each regular session meeting of the Board of County Commissioners, Warren County, Ohio, in calendar year 2024, and the first Tuesday of 2025, as follows:

- every Tuesday at 9:00 A.M, and an additional regular session meeting on the 1<sup>st</sup> Tuesday of every month at 9:30 A.M.; and,
- the 2<sup>nd</sup> and 4<sup>th</sup> Thursday at 5:00 P.M.; and
- the Annual State of the County address on Tuesday, April 9, 2024 at 12:30 P.M., and,
- Tuesday, January 7, 2025, at 9:00 A.M. as a regular session meeting for the annual organization of the board as required by law, and 9:30 A.M. as an additional regular session meeting.

BE IT FURTHER RESOLVED, that regularly scheduled meetings on 2<sup>nd</sup> and 4<sup>th</sup> Thursday will only be held "as necessary" and are subject to cancellation by resolution; and

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

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

Resolution adopted this 9<sup>th</sup> day of January 2024

BOARD OF COUNTY COMMISSIONERS

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

kp/

cc: Commissioners' file  
Press

# Resolution

Number 24-0070

Adopted Date January 09, 2024

MODIFY SECTION 9.11 (3) OF THE RULES AND REGULATIONS OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to modify Section 9.11 (3) of the Rules and Regulations of the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED that section 9.11 (3) of the Rules and Regulation of the Water and Sewer Department is hereby amended to read as follows:

3. POLK RUN AREA

In accordance with the Section 10 of the 2013 Agreement with Hamilton County (Resolution 13-1232), a System Capacity Fee (aka Connection Fee) shall be collected and paid monthly to Cincinnati MSD as follows:

40% of MSD Tap-in-Fee Rate

2024 MSD Tap-in-Fee Rate = \$5,350.00

\$5,350.00\* 40% = \$2,140.00

The System Capacity Fee for structures other than single-family residences shall be based on Ohio EPA's "Suggested Sewage Flow Guide", with an estimated sanitary sewage flow of 400 gpd for a single-family residence.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

  
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Krystal Powell, Clerk

cc: Water/Sewer (file)