

# Resolution

Number 23-1213

Adopted Date September 26, 2023

APPROVE THE PROMOTION OF SCOTT DUNNING FROM DEPUTY DOG WARDEN II TO THE POSITION OF DEPUTY DOG WARDEN III WITHIN THE DOG AND KENNEL

WHEREAS, Scott Dunning has completed five years of employment as a Deputy Dog Warden II; and

WHEREAS, it is the recommendation of the Dog Warden to promote Scott Dunning to Deputy Dog Warden III; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Scott Dunning to the position of Deputy Dog Warden III within the Warren County Dog and Kennel, classified, full-time permanent, non-exempt status, Pay Range 18, at \$24.15 per hour, effective pay period beginning October 7, 2023.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Dog & Kennel (file)  
S. Dunning's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-1214

Adopted Date September 26, 2023

APPROVE PROMOTION OF CAMILLE HUGHES TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Ms. Hughes has completed her backhoe training hours required to be promoted to a Water Distribution Worker III classification; and

WHEREAS, it is the desire of the Board to promote Camille Hughes to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Camille Hughes to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$28.00 per hour, effective pay period beginning September 23, 2023.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
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Tina Osborne, Clerk

cc: Water/Sewer (file)  
C. Hughes's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-1215

Adopted Date September 26, 2023

APPROVE PROMOTION OF NOAH FAULKNER TO THE POSITION OF SEWER COLLECTIONS WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Faulkner has obtained his class A CDL license with tanker endorsement and is eligible to be promoted to a Sewer Collections Worker II classification; and

WHEREAS, it is the desire of the Board to promote Noah Faulkner to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Noah Faulkner to the position of Sewer Collections Worker II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #15, 23.30 per hour, effective pay period beginning September 23, 2023; and

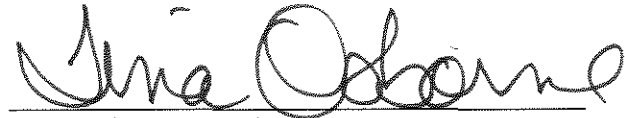
BE IT FURTHER RESOLVED, Mr. Faulkner will receive a three (3) percent increase upon completion of his year probation period in January 2024.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-1216

Adopted Date September 26, 2023

APPROVE RECLASSIFICATION OF EMILY GIBSON FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Gibson has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Emily Gibson the position of Protective Services Caseworker II, non-exempt, pay range #8, \$21.74 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning September 23, 2023, and


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

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
E. Gibson's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-1217

Adopted Date September 26, 2023

ACCEPT RESIGNATION OF CHRISTINA BANKS, ASSESSMENT INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 22, 2023

BE IT RESOLVED, to accept the resignation, of Christina Banks, Assessment Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective September 22 2023.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
C. Banks' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 23-1218

Adopted Date September 26, 2023

HIRE ASHLEY WATTS, AS ADMINISTRATIVE SUPPORT, WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE

BE IT RESOLVED, to hire Ashely Watts as Administrative Support, within the Warren County Commissioners' Office, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #10, \$17.60 per hour, effective October 2, 2023, subject to a passing a BCI test, negative drug screen and a 365-day probationary period.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: A. Watts' Personnel file  
Commissioners' file  
OMB – Sue Spencer

# Resolution

Number 23-1219

Adopted Date September 26, 2023

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

WHEREAS, Emilia Donald, Protective Services 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 Emilia Donald's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$22.39 per hour effective pay period beginning September 23, 2023.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 23-1220

Adopted Date September 26, 2023

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

WHEREAS, Natia Hill, Protective Services 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 Natia Hill's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$22.39 per hour effective pay period beginning October 7, 2023.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



# Resolution

Number 23-1221

Adopted Date September 26, 2023

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

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

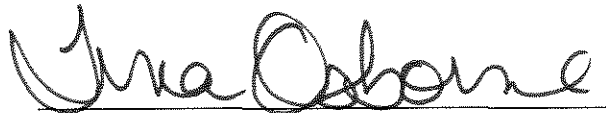
NOW THEREFORE BE IT RESOLVED, to approve Nathan Shutts' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$21.00 per hour effective pay period beginning October 7, 2023.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-1222

Adopted Date September 26, 2023

AUTHORIZE THE POSTING OF THE "SEWER COLLECTIONS WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for a "Sewer Collections Worker I or II" position within the Water and Sewer Department; and

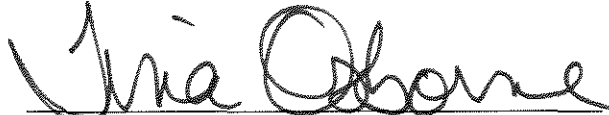
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Sewer Collections Worker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 25, 2023.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)  
S. Spencer – OMB

# Resolution

Number 23-1223

Adopted Date September 26, 2023

## APPROVE APPOINTMENT TO THE CRIMINAL JUSTICE BOARD OF WARREN COUNTY

WHEREAS, Colleen Chamberlain, Executive Director of the Mental Health Recovery Board Serving Warren and Clinton Counties, is retiring at the end of September; and

WHEREAS, Ms. Chamberlain currently serves on the Criminal Justice Board of Warren County and is resigning from the board upon her retirement; and

WHEREAS, this Board is in receipt of a request to appoint Ms. Chamberlain's successor, Amy Fornshell to fill the remaining portion of her term; and

NOW THEREFORE BE IT RESOLVED, to appoint Amy Fornshell to the Criminal Justice Board of Warren County to fill the unexpired term of Colleen Chamberlain; said term to expire December 31, 2023.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointment file  
Appointee  
J. Rhein – MHRB  
Community Corrections (file)  
L. Lander

# Resolution

Number 23-1224

Adopted Date September 26, 2023

## AUTHORIZE AMENDMENT III TO PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT WITH OPTUM RX EFFECTIVE JANUARY 1, 2023

WHEREAS, the Board of Warren County Commissioners utilizes OptumRx as the Prescription Benefit Manager of the prescription plan, and entered into an original agreement effective January 1, 2014; and

WHEREAS, an amendment to the original agreement is needed stating the renewal term effective January 1, 2023; and

NOW THEREFORE BE IT RESOLVED, to authorize Amendment III relative to the administration of the prescription plan effective January 1, 2023; Amendment III 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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a—OptumRx  
Horan Associates  
Tammy Whitaker, OMB  
Benefits File

**AMENDMENT III TO  
PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT**

This **AMENDMENT III TO PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT**, dated and effective as of January 1, 2023 ("Amendment"), is made and entered into by and between Warren County ("Client") and OptumRx, Inc. ("Administrator"), with respect to the following facts:

RECITALS

WHEREAS, Administrator and Client entered into that certain Prescription Drug Benefit Administration Agreement ("Agreement") on January 1, 2014, as amended, pursuant to which Client engaged Administrator to provide certain of its services to assist Client in the administration of its Pharmacy Benefit Program; and

WHEREAS, Client and Administrator desire to amend the Agreement as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrator and Client hereby agree to amend the Agreement as follows:

1. Any capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event there is any inconsistency or conflict between the provisions in this Amendment and those in the Agreement, the provisions in this Amendment shall supersede and control.
2. Section 2.1, Term, shall be deleted in its entirety and restated as follows:

"2.1. **Term.** The initial term of this agreement begins on the Effective Date and expires on December 31, 2016. On January 1, 2017, this agreement renewed for a three (3) year term, expiring on December 31, 2019 (the "First Renewal Term"). On January 1, 2020, this agreement renewed for an additional three (3) year term, expiring on December 31, 2022 (the "Second Renewal Term"). On January 1, 2023, this agreement shall renew for an additional three (3) year term, expiring on December 31, 2025 (the "Third Renewal Term"). Upon expiration of the Third Renewal Term, this agreement may be renewed for successive 12-month renewal periods on each applicable anniversary date upon mutual agreement of the parties."

3. Section 2.4, Transition Assistance Following Termination shall be updated to include the following:

"Termination of the Agreement for any reason shall not release either Party from obligations incurred under the Agreement prior to the date of termination, including without limitation, payment to Client of any amounts due and owed under the terms of this Agreement, which may have otherwise been issued as credits against future billing, as a result of Guarantee shortfall, Disputed Amounts, or Rebates. If a Party elects to terminate the Agreement, all Services required to be performed under the terms of the Agreement and then-current Agreement terms shall remain in effect and be provided through the effective date of termination. Administrator will not withhold Rebates as a penalty for Client terminating the Agreement with or without cause. Administrator will not charge an early termination fee or penalty to the Client for terminating the Agreement with or without cause. If the Agreement is terminated prior to the end of a given Contract Year, then Administrator is not required to meet the financial guarantees. Upon termination of the Agreement, each Party shall, upon request, return to the other Party or destroy all confidential information provided, including, without limitations, all copies and electronic magnetic versions thereof. For the avoidance of doubt, Claim Data, including any portion thereof, shall not be considered Administrator's confidential information after such Claim Data has been de-identified whereby no longer identifiable to Administrator by name and like identifiers as relating to Administrator. As applicable, upon termination, Administrator shall transmit any requested Plan Data, including but not limited to transition files, to Client successor vendor or vendors, excluding pricing, without charging any fees to Client. Following the termination date, if Client has not completed transitioning the services of the Plan to its successor Pharmacy Benefit Manager or other

qualifying entity, then, upon Client's request, Administrator shall continue to provide Services post termination under the same terms and conditions as set forth in the Agreement, including the same pricing terms, and without additional cost or penalty, until such successor Pharmacy Benefit Manager has fully implemented services to the Plan and Client has delivered written notice to Administrator with respect thereto."

4. Section 3.9, Market Check, shall be deleted in its entirety and restated as follows:

"3.9 **Market Check.** Client may conduct one (1) market check during the Initial Term to confirm its financial terms are competitive with those currently available in the market for a substantially similar client. Such analysis will be: (1) initiated in the third quarter after the first anniversary of the Effective Date of this Agreement; (2) Conducted by a mutually agreed upon third party; and (3) must include no less than four (4) substantially similar clients with active contracts, including at a minimum the following, which must be included in the market check report: (a) within 10% of total membership count; (b) same client type (direct/coalition/collective/TPA); (c) same line of Business (Commercial, Medicare, Medicaid, etc.); (d) same categories of delivery types of Services (i.e. Retail, Home Delivery, and Specialty); (e) comparison of pricing for same Contract Year; (f) pricing quoted within past six (6) month period; (g) +/- five (5) years of Employer's average Member age; and (h) majority of membership in comparable geographic region. The market check will compare the aggregate value of pricing terms including the combined net value of ingredient cost discounts and dispensing fees from retail pharmacies, Home Delivery Pharmacies; and Specialty Pharmacies; Rebates (including manufacturer derived administrative fees); administrative fees; and Client credits. If the market check report validates an annualized savings of greater than one percent (1%) between the median of the financial terms, including discounts, Rebates, fees and credits, for such substantially similar clients and Client's financial terms for time period that is the subject of the market check, the parties will negotiate in good faith to revise the financial terms. Administrator will respond to Client within thirty (30) days of receipt of the complete market check report containing sufficient information for Administrator to validate that the analysis was conducted in accordance with the above criteria. Any revisions to financial terms resulting from the parties' negotiations are effective the first day of the following contract year, subject to the parties having executed an amendment to this Agreement at least sixty (60) days prior to the effective date."

5. Section 4.2, Client Audits, shall be deleted in its entirety and restated as follows:

"4.2 **Client Audits.** Upon reasonable advance notice and at reasonable times, Client may audit once annually Administrator's performance of the Services, including concurrent eligibility, Formulary compliance and, when applicable, Rebates, for the period not to exceed 24 months immediately preceding the audit. No later than 45 days after receipt of Client's written audit request, Administrator will compile and prepare all claim detail information Client requires to perform its requested audit and furnish this information to Client in an agreed upon format. Client may audit Administrator through an audit firm of its choice, so long as: (a) the auditor does not have a conflict of interest with Administrator; (b) the audit firm executes Administrator's form Auditor Protocol and Confidentiality Agreement; (c) Client pays all costs associated with the audit; and (d) Client does not compensate the audit firm, in whole or in part, on a basis that is contingent upon the results of the review of Administrator's records or the contents of the audit report. No audits may be initiated or conducted during December or January because of annual renewal period demands. Administrator will provide Client's auditor with access to all relevant data, records, contracts, files, personnel, books and other information reasonably necessary for Client's auditors to audit Administrator, subject to Administrator's third party confidentiality obligations. The audit information Administrator provides will be limited to Client-specific information necessary for Client to verify Administrator's performance under this agreement. Other documentation (e.g. policies and procedures) requested during the course of an audit, other than that needed to determine the accuracy of Client claims payments, will be provided at Administrator's reasonable discretion. Any Client requests for an auditor to audit will constitute Client's direction and authorization to Administrator to disclose this Client-specific information, including Member information and PHI, to the auditor. Administrator will address all audit findings within thirty (30) days.

6. Exhibit A, Schedule of Definitions, shall be deleted in its entirety and replaced with the information in Attachment I, attached hereto and incorporated by reference.

7. Exhibit "C", Compensation, shall be deleted in its entirety and replaced with the information in Attachment II, attached hereto and incorporated by reference.

8. Effective from January 1, 2020 through December 31, 2022, Amendment II, Section B.10 of Exhibit "C", Compensation, shall be deleted and replaced with the following:

~~10. Administrator will pay monthly, subject to Client adherence with payment obligations to Administrator, an amount of \$1,250.00 to Client's Consultant, as directed by Client.~~

10. OptumRx will pay monthly, subject to Client adherence with payment obligations to OptumRx, an amount of \$2,083.33 to Client's designated broker or consultant, as directed by Client.

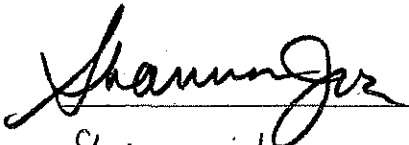
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IN WITNESS WHEREOF, Client and Administrator have executed this Amendment as of the date first written above.

**OptumRx, Inc.**

**Warren County**

Signature: 

Signature: 

Print Name: Kathryn Carey

Print Name: Shannon Jones

Title: CFO

Title: President

Date: 8.29.23

Date: 9.26.23

Agreement Number: 00919142.0

**APPROVED AS TO FORM**



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



**ATTACHMENT I**  
**EXHIBIT A**  
**SCHEDULE OF DEFINITIONS**

**"Administrative Fee"** means the amount that Administrator charges to Client as compensation to perform Service as set forth in the Pricing Proposal.

**"Administrator Data"** means: (a) all data and information Administrator submits or transmits to Client regarding Administrator or its formulary advisory committee, Administrator's formularies, Network Pharmacies or Pharmacy Network; (b) all data, records and information generated in Administrator's business or operations; (c) all information pertaining to any programs, services or products Administrator or any of its clients market or offer; (d) all Administrator Content, Marks and Intellectual Property, together with all derivative works of the Administrator Content, Marks and Intellectual Property; (e) Administrator's software and any tangible or readable embodiments of such software, (f) Member specific information received or generated by Administrator's Mail Order or Specialty Pharmacies in connection with dispensing Prescription Drugs; and (g) for any matters referenced in the foregoing clauses (a) through (f), data, records or information occurring in any form, including written, graphic, electronic, visual or fixed in any tangible medium of expression and whether developed, generated, stored, possessed or used by Administrator, Client or a third party. Administrator Data does not include any data or information that relates exclusively to Client or its business, operations or activities or to another Client customer or contractor or the customer's or contractor's business, operations or activities.

**"Affiliate"** means an entity that directly, indirectly or through one or more intermediaries controls, is controlled by or is under common control with a Party. For purposes of this definition, control means the direct or indirect possession of the power to (i) elect at least fifty percent (50%) of the governing board or (ii) direct or play a significant role in the management and policies of the affiliated entity, whether through ownership of voting securities, partnership or limited liability interests, nonprofit membership, contract or otherwise, e.g. specialty pharmacies, specialty cost containment companies and other alternative funding arrangements

**"Agreement"** means the final written contract entered into by the Administrator and Client based on the terms set forth in this Agreement.

**"Authorized Generic"** means an approved brand name drug that is marketed without the brand name on its label. It is the exact same drug product as the branded product. Authorized Generics are marketed and/or sold under a generic name by either the innovator or another manufacturer or distributor with the innovator drug manufacturers' permission.

**"Average Wholesale Price" or "AWP"** means the average wholesale price for any product, as reported by Medi-Span, which shall be based on the actual 11-digit National Drug Code (NDC) for the original product and package size on the date dispensed.

**"Benefit Plan"** means the certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which Client is obligated to provide Covered Prescription Services. Benefit Plan coverage includes any deductible or co-insurance provided for under the coverage.

**"Brand Drug"** means a Covered Product classified as a Brand Drug for the purposes of adjudication and reconciliation, which shall be based on the requirements set forth in the Drug Classification section of this Agreement.

**"Biological Product"** that (a) is highly similar to a US-licensed reference Biological Product, notwithstanding minor differences in clinically inactive components, where there are no clinically

meaningful differences between the Biological Product and the reference product in terms of the safety, purity, and potency of the product; and/or (b) is approved pursuant to 42 U.S.C. § 262(k).

**"Biosimilar Product"** means an FDA-approved type of biological product that is highly similar to and has no clinically meaningful differences in terms of safety and effectiveness from its respective FDA-approved biological reference product.

**"Change of Control"** means the sale of all, or substantially all of, the assets of a party; any merger, consolidation or acquisition of a party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transactions.

**"Claim Adjudication Rate"** means the lowest unit price including the discount at which each individual Claim will be adjudicated for a Covered Product, in accordance with the terms and Pricing Proposal section of this Agreement.

**"Client Data"** means (a) all data and information Client submits or transmits to Administrator, including information about Benefit Plans, Pharmacy Plan Specifications, Members and Client's other programs, services, products and plans; (b) any data and information submitted or transmitted to Administrator by a Governmental Authority or a third party about Client or Benefit Plans; (c) data, records and information Administrator generates that relates directly to Administrator performing Services for Client under this agreement, exclusive of information or documentation Administrator generates for use in Administrator's business generally or for use with multiple clients; (d) all Client Content, Marks and Intellectual Property, together with all derivative works of the Client Content, Marks and Intellectual Property; (e) data, records and information Administrator generates about Client's business or operations; and (f) for any matters referenced in the foregoing clauses (a) through (f), data, records or information occurring in any form, including written, graphic, electronic, visual or fixed in any tangible medium of expression and whether developed, generated, stored, possessed or used by Client, Administrator or a third party. Client Data will not include data or information that is generated in or relates exclusively to: (a) Administrator or its business, operations or activities; (b) another Administrator client or contractor or the client's or contractor's business, operations or activities; (c) Administrator's or its personnel or contractor's use other than in performing this agreement; or (d) data or information disclosed, sold, assigned, leased or otherwise provided to third parties in a form that the Client Data has been aggregated with other client's data and cannot be distinguished as Client Data.

**"Clinical Program"** means any clinical, safety, adherence or similar programs offered to encourage appropriate member utilization for the Client and Members under the Plan, including without limitation, Prior Authorization, Step Therapy, Quantity Limits and other programs.

**"Compound Drug"** means a prescription that is not commercially available and meets the following criteria: two or more solid, semi-solid, or liquid ingredients, at least one of which is a Covered Product, that are weighed or measured then prepared according to the Prescribers order and the pharmacist's art. It excludes medications requiring reconstitution (i.e. powdered oral antibiotics or topical acne medications) or flavoring to any preparation.

**"Conflicting Terms"** means any such term, condition, notice, or disclosure which contradicts or reduces the force and effect of any commitment made or accepted in the Agreement.

**"Coordination of Benefits" or "COB"** means review of multiple prescription drug insurance programs offered by primary, secondary and/or other payers to determine the respective payment or contribution responsibilities of each payer for a Claim covered under the Plan.

**"Content"** means any text, graphics, photographs, video, audio or other data or information, including any advertisements used by the applicable party, or in the case of Client by it or its Administrators, in its business, operations or in connection with the offering of its products, services, programs or plans.

**"Copayment"** means that portion of the payment that is the responsibility of the Member (i.e. Copayment, Coinsurance, Deductible) for a prescription fill or refill of a Covered Product dispensed to a Member, as set forth in the Plan Benefit Document.

**"Covered Prescription Services"** means Prescription Drugs or other pharmaceutical products, services or supplies dispensed by a pharmacy to a Member for which coverage is provided in accordance with the Member's Benefit Plan.

**"Covered Product(s)"** means those prescription drugs, Supplies, Specialty Products, OTC Products, non-drug products and other products that are covered under the Plan according to the Plan benefit document.

**"Covered Service(s)"** means those prescription services that are covered under the Plan according to the Plan benefit document.

**"Dispensed as Written" or "DAW"** means an industry standard code (0-9) that indicates the reason why the prescription for a Covered Product was dispensed as a Brand Drug or Generic Drug.

**"Dispensing Channel"** means a discrete channel of Covered Products being dispensed (i.e. Retail 30, Retail 90, etc.).

**"Dispensing Fee"** means the maximum fee charged to the Client for a Participating Pharmacy to dispense a Covered Product to a Member in accordance with the terms and Pricing Proposal section of this Agreement.

**"Dispute"** means each identified case where Client reasonably believes and notifies Administrator of an error or inaccuracy in an invoice, claims data or Plan Data.

**"Drug Classification"** means the agreed upon methodology to classify Brand Drugs and Generic Drugs as set forth in the Drug Classification section of this Agreement. For clarity, the Drug Classifications shall be incorporated into the Agreement and any future amendments and renewals entered into between the Parties unless expressly otherwise agreed to in writing.

**"Drug Manufacturer"** means a person or entity that manufactures, sells, markets or distributes Prescription Drugs.

**"Effective Date"** means the first day Administrator provides Services to Client as a result of the terms set forth in this Agreement.

**"Eligibility File"** means the list submitted by Client or its designee to Administrator in a reasonably accepted electronic format, indicating Members who are eligible to receive drug benefits under a Plan, as amended from time to time by Client.

**"Exclusive Generic Period"** means the period of time after the patent expiration of a Brand Drug that the FDA may grant exclusivity to one (1) pharmaceutical manufacturer to make the generic form of such Brand Drug (usually up to six months), where no other manufacturer is authorized by the FDA to produce the generic form of the Brand Drug during such exclusivity period.

**"FDA"** means the United States Food and Drug Administration or any successor Governmental Authority.

**"Formulary"** means the list of Prescription Drugs or other pharmaceutical products, services or supplies as developed by Administrator and approved and adopted by Customer for use with and as covered by the Benefit Plans. The Formulary will be made available to physicians, pharmacies and other healthcare persons or entities to guide the prescribing, dispensing, sale and coverage of Covered Prescription Services.

**"Generic Dispense Rate"** means the percentage of Paid Claims for which Generic Drugs were dispensed to Members under the Plan, as set forth in this Agreement.

**"Generic Drug"** means a Covered Product classified as a Generic Drug for the purposes of adjudication and reconciliation, which shall be based on the requirements set forth in the Drug Classification section of this Agreement.

**"Governmental Authority"** means the Federal government, any state, county, municipal or local government or any governmental department, political subdivision, agency, bureau, commission, authority, body or instrumentality or court that regulates the party's activities or operations.

**"Gross Cost"** means sum of amounts calculated during adjudication which will be paid by Client and Member Copayment, including without limitation Ingredient Cost, Dispensing Fee and taxes. For the avoidance of doubt and clarity, Gross Cost shall only include the adjudication fees related to processed Claims and shall not include any Administrative Fees, Rebates, Manufacturer Administrative Fees or other costs or fees referenced in this Agreement.

**"Guarantee"** means a price, service or other metric that is Guaranteed to be met by the Administrator in its provision of Services during the applicable Guarantee Period, each in accordance with the applicable terms set forth herein. Guarantees shall include without limitation, Ingredient Cost Guarantee, Dispensing Fee Guarantee, Rebate Guarantee, Specialty Guarantees, New-To-Market Guarantees and Performance Guarantees.

**"Guarantee Period"** means each separate time period segment used to measure the Guarantees set forth in this Agreement commencing on the Effective Date, which shall be segmented as follows: (i) the agreed upon partial plan year (if any) plus the first 12-month calendar year, then (ii) each 12-month calendar year thereafter.

**"House Generic"** means a Brand Drug submitted with a DAW 5 code.

**"Incremental Generic Dispense Rate"** means the percentage difference between the Generic Dispense Rate for the prior Guarantee Period and the Generic Dispense Rate for the following Guarantee Period.

**"Ingredient Cost"** means the costs paid by Client for a Covered Product on a Paid Claim, after application of the lesser of logic between the Claim Adjudication Rate, MAC or UandC, excluding Administrative Fees, Copayment, Dispensing Fees and taxes, in accordance with the terms of this Agreement.

**"Intellectual Property"** means any patent, invention, discovery, know-how, moral, technology, software, copyright, authorship, trade secret, trademark, trade dress, service mark, confidentiality, proprietary, privacy, intellectual property or similar rights (including rights in applications, registrations, filings and renewals) that are now or hereafter protected or legally enforceable under state or Federal common laws or statutory laws or under laws of foreign jurisdictions.

**"Laws and Regulations"** means all common law and any and all state, Federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, standards, directives, guidelines, instructions, bulletins, policies or requirements enacted, adopted, promulgated, applied, followed or imposed by any Governmental Authority, including the Financial Modernization Act of 1999, also known as the Gramm-Leach-Bliley Act, and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as well as any of the preceding Laws and Regulations that from time-to-time may be amended, modified, revised or replaced, interpreted or enforced by any Governmental Authority.

**"Limited Distribution Drug"** means limited and exclusive distribution drugs that are only available through no more than 2 pharmacy providers or preferred vendor arrangements with manufacturers.

**"Limited Supply Generic"** or **"Short Supply Generic"** means a generic not available in sufficient supply in the marketplace. The drug shortages may be caused by many factors, including difficulties in acquiring raw materials, manufacturing problems, regulatory issues, and business decisions, as

well as many other disturbances within the supply chain. Generic drugs will be deemed as Limited or in Short Supply if listed on the FDA or the American Society of Health-System Pharmacists (ASHP) Drug Shortages websites.

**"MAC List"** means the list established and maintained by Administrator of off patent drugs subject to MAC pricing and their corresponding unit prices. Each such unit price shall be specified by National Drug Code ("NDC"), Generic Code Number ("GCN") or Generic Product Identifier ("GPI") and include the dates for which such price was in effect.

**"Mail Order Pharmacy"** means one or more duly licensed pharmacies where Covered Products are filled and delivered to Members via mail service.

**"Maintenance Drug"** means any drug that contains a maintenance medication indicator as provided in a nationally recognized drug information source (e.g. Medi-Span or First Databank). Maintenance Drugs are utilized with Plan Designs that include a mandatory Mail or Retail 90-day programs that charge a penalty after a set number of non-mandatory retail fills, excluding specialty drugs.

**"Manufacturer Administrative Fees"** means those administrative fees received from pharmaceutical manufacturers or a drug manufacturer to manage placement of Covered Products on Formulary and administering, invoicing, allocating and collecting Rebates that are attributable to Covered Products dispensed to Members.

**"Marks"** means the names, logos and other proprietary symbols and phrases belonging to a person or entity.

**"Maximum Allowable Cost" or "MAC"** means the maximum allowable cost per unit charged to Client for a drug on the date dispensed, subject to the pricing set forth on the then-current MAC List.

**"Member(s)"** means each person who is eligible to receive prescription drug benefits under the Plan, as determined solely by Client and as indicated in the Eligibility File.

**"Minimum Claim Price"** means the minimum price that will be charged to Client for the sum of the Ingredient Cost and Dispensing Fee for each Paid Claim, regardless of the actual Gross Cost of the Claim.

**"Multi-Source Generic"** means a Generic Drug that is interchangeable with the comparable brand product and is available based on the requirements set forth in the Drug Classification section of this Agreement.

**"NADAC" or "National Average Drug Acquisition Cost"** means the approximate invoice price retail pharmacies pay for medications, as set forth by the Centers for Medicare and Medicaid Services (CMS) in the latest edition of the weekly NADAC NDC-11 Price File.

**"NCPDP"** means that National Counsel for Prescription Drug Programs.

**"NDC"** means the National Drug Code that is the identifying Prescription Drug number maintained by the FDA.

**"Network Pharmacy"** means a retail pharmacy, Mail Order Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs to individuals, including Members, and has entered into a Network Pharmacy Agreement. Administrator in its capacity as a Mail Order Pharmacy or Specialty Pharmacy is a Network Pharmacy of Client.

**"Network Pharmacy Agreement"** means the agreement between a Network Pharmacy and Administrator or Client to provide Covered Prescription Services.

**"New-To-Market"** means a drug or product that is newly introduced for sale, up to seven (7) months since the initial introduction of sale, by pharmaceutical manufacturers and made available for dispense at pharmacies after the Effective Date.

**"Non-Participating Pharmacy"** means any out-of-network Retail Pharmacy, Mail Order Pharmacy, Specialty Pharmacy or other pharmacy type that has not entered into a pricing agreement to dispense Covered Products to Members.

**"Other Pharmaceutical Revenue"** means any additional revenues received from pharmaceutical manufacturers, including without limitation, bundling fees, clinical fees, and formulary placement fees but excluding Manufacturer Administrative Fees.

**"Over-the-Counter"** or **"OTC"** means a drug that is available to purchase by ordinary retail outlets, with no need for a prescription or license.

**"Overall Effective Discount"** or **"OED"** means the agreed upon AWP discount for certain Pricing Guarantees.

**"Paid Claim"** means a Claim that has been paid under the Plan (net of any adjustments) and not reversed, denied or voided, including Zero Balance Claims not reversed, denied, or voided.

**"Participating Pharmacy"** means any in-network Retail Pharmacy, Mail Order Pharmacy, Specialty Pharmacy or other pharmacy type that has entered into a pricing agreement to dispense Covered Products to Members. For the avoidance of doubt and clarity, Administrator -owned pharmacies are included in Participating Pharmacies.

**"Party"** means Client or Administrator, and together Parties.

**"Pass-Through"** means a pricing model whereby Administrator will bill Client the Ingredient Cost, Dispensing Fee and taxes paid to the Participating Pharmacy under its contracted arrangement with such Participating Pharmacy at cost with no additional mark-up, and Administrator receives no other revenue and derives no other value from any Paid Claim adjudicated at the Participating Pharmacy, either directly or indirectly, in the aggregate or otherwise, except for the fee(s) charged by Administrator to a Participating Pharmacy for administrative services related to dispensing Covered Products to Members.

**"Patent Litigation Drug"** means a Covered Product under patent litigation within the United States court system between the drug innovator and a generic pharmaceutical company.

**"PEPM"** means per employee per month, which shall be determined by the then-current Eligibility File submitted by Client.

**"Performance Guarantee"** means each performance metric that Administrator guarantees to meet or be subject to the applicable penalty, as set forth in the Agreement.

**"Pharmacy Plan Specifications"** means Client's requirements for its prescription drug benefit plan that Administrator needs to carry out its obligations under this Agreement and that are either provided by Client or prepared by Administrator and approved by Client, including written Benefit Plan descriptions, Member eligibility and identification requirements, benefit definitions, Formulary, Pharmacy Network, utilization management programs, applicable Cost-Sharing Amounts, number of days' supply for acute and maintenance medications, dispensing and other limitations, manuals and other Benefit Plan or Member information. All Pharmacy Plan Specifications will be either provided by Client or prepared by Administrator and approved by Client.

**"PHI"** means any information Administrator receives or provides on behalf of the Plan that is considered Protected Health Information, as defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

"**Plan**" means the Client's prescription drug benefit plan administered under this Agreement.

"**Plan Benefit Document**" means the documentation of Client's Plan containing all information reasonably requested by Administrator in order to facilitate administration of the Plan, including without limitation, Copayments, Formulary, Days Supply limitations, Clinical Programs, and other Plan details.

"**Plan Sponsor**" means the entity that has issued the invitation to Administrator to submit a Bid to provide Services under the Plan.

"**PMPM**" means per Member per month, which shall be determined by the then-current Eligibility File submitted by Client.

"**Prescriber**" means a healthcare practitioner licensed or authorized by law to issue an order for a prescription drug, OTC drug, or a prescription non-drug product.

"**Prescription Claim**" means a single request for payment for, or a bill or invoice relating to, a Covered Prescription Service that a Network Pharmacy, other health care provider or Member submits, whether the request, bill or invoice is paid or denied.

"**Prescription Drug**" means a Generic Drug or Brand Drug that is approved by the FDA and required under applicable Laws and Regulations to be dispensed only as authorized by a written or oral order to dispense a Prescription Drug by an appropriately licensed and qualified health care professional in accordance with applicable Laws and Regulations.

"**Prescription Drug Compensation**" means the applicable reimbursement, remuneration, compensation or other payment paid by Client to Administrator for the provision of Covered Prescription Services to a Member as described in **Exhibit C**.

"**Pricing Proposal**" means the pricing components submitted in conjunction with this Agreement, including without limitation, Claim Adjudication Rates, average Ingredient Cost Guarantees, Administrative Fees, Dispensing Fees, Rebate Guarantees, and other pricing and guarantee components of this Agreement.

"**Pricing Adjustment Trigger**" means action taken by the Client resulting in a material negative financial impact to the Administrator.

"**Pricing Source**" means any third-party drug pricing database that is generally accepted and commonly used in the prescription drug industry to standardize drug pricing and/or classification (e.g. Medi-Span, FDB).

"**Rebate**" means any discount, rebate, or price protection amount that Administrator receives from Drug Manufacturers, in its capacity as a group purchasing organization for Client, that is contingent upon and related directly to Member use of a Prescription Drug during the Term. Rebate does not include Manufacturer Administrative Fees or any discount, price concession or other direct or indirect compensation Administrator receives for the purchase of a Prescription Drug or for the provision of any product or service.

"**Rebate Pass-Through**" means that Administrator agrees to pass through 100% of all Rebates to the Client.

"**Retail Pharmacy**" means any chain or independent duly licensed pharmacy where a Covered Product may be filled and provided to a Member.

"**Serum, Toxoid, and Vaccine**" means any claim for a product that is classified by the FDA or Medi-Span as a Serum, Toxoid, or Vaccine.

"**Service(s)**" means the pharmacy benefits administration services and all related products or services to be provided by Administrator in accordance with the terms of this Bid, if accepted by Client.

**"Single Source Generic"** means a Generic Drug that is interchangeable with the equivalent brand product and is only available based on the requirements set forth in the Drug Classification section of this Agreement.

**"Specialty Drug" or "Specialty Product"** means drugs that meets a minimum of two or more of the following key characteristics: a) Target a chronic, rare or complex disease state; b) Produced by biotechnology; c) Frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; d) Intensive patient training and compliance assistance to facilitate therapeutic goals; e) Limited or exclusive product availability and distribution; and/or f) Specialized product handling and/or administration requirements.

**"Specialty Pharmacy"** means one or more duly licensed pharmacies where prescriptions for Specialty Drugs are dispensed and delivered to Members.

**"Subrogation Claim"** means Claims submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government healthcare programs, for which Client is deemed to be the primary payer by operation of applicable federal or state laws.

**"Supplies"** means ancillary equipment, supplies, products and services provided or coordinated by a Participating Pharmacy in connection with dispensing Covered Products to a Member under the Plan, including without limitation, nursing/clinical supplies, in-home infusion and related supplies, patient monitoring supplies, medication pumps, tubing, syringes, gauze pads, sharps containers, lancets, test strips, other supplies, and durable medical equipment.

**"Supplies - Asthma"** means any spacer device or peak flow meter device used commonly by patients with Asthma.

**"Supplies - Diabetes"** means any claim related to a supply for the treatment, or otherwise related to the treatment of Diabetes, including but not limited to insulin pumps and test strips used with a diabetic testing glucose meter.

**"Usual and Customary Charge" or "U&C"** means the usual and customary price charged by a Retail Pharmacy, Mail Order Pharmacy or Specialty Pharmacy for a specified prescription drug if purchased by a Member in a cash transaction, as reported on the claim by the Retail Pharmacy, Mail Order Pharmacy or Specialty Pharmacy on the date the drug is dispensed. This includes any sale price for the prescription drug as determined by the Retail Pharmacy, Mail Pharmacy or Specialty Pharmacy.

**"WAC"** means the wholesale acquisition cost of medication drugs or ancillary supplies, as applicable, as dispensed and set forth in the Pricing Source.

**"Zero Balance Claims"** mean Paid Claims where the Gross Cost associated with the Covered Product, including Sales Tax, is paid in full by the Member and results in no amount due to Administrator from the Client.



**ATTACHMENT II**

**EXHIBIT C**

**COMPENSATION**

**A. Credits and Allowances**

Pharmacy Management Allowance: Client shall receive a pharmacy management allowance (PMA) of up to \$5.00 per Member annually, which must be utilized within the applicable year and will not carry over to the following year. This PMA allowance is to be used by Client to offset the cost of actions intended to maximize the value of the pharmacy program. Funds may be used for items including, but not restricted to, programming for customization, design and implementation of clinical or other programs, communications, documented expenses related to staff education and industry conference attendance, auditing, data integration and analytics, consulting fees (excluding market checks), and engagement of relevant vendors that impact the pharmacy program strategy and results. Client will be required to submit documentation to support the expenses for which it seeks reimbursement. If Client terminates this Agreement in breach before the end of the Initial Term, Client shall refund to Administrator within 30 days after the effective date of such termination the full PMA allowance applicable to the year of termination. It is the intention of the parties that, for the purposes of the Federal Anti-Kickback Statute, this PMA allowance shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by Laws or contractual commitment, Client agrees to fully and accurately disclose and report any such discount to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement.

**B. Service Fees.** Client will pay Administrator for the services provided herein pursuant to the following table:

Term of contract:	Year 1:	01/01/2023 to 12/31/2023
	Year 2:	01/01/2024 to 12/31/2024
	Year 3:	01/01/2025 to 12/31/2025

Traditional					
Base Administrative Fees	Retail 30:	\$0.00/\$0.00/\$0.00			per Net Paid Claim
	Retail 90:	\$0.00/\$0.00/\$0.00			per Net Paid Claim
	Mail Service:	\$0.00/\$0.00/\$0.00			per Net Paid Claim
	Specialty:	\$0.00/\$0.00/\$0.00			per Net Paid Claim
Broker Fee		\$55,000.00			per Year
Paper Claim Fees		\$2.50			Per Processed Paper Claim plus the Base Admin. Fee
PreCheck MyScript with ePrescribing		\$0.00			per PreCheck MyScript Transaction
Retail 30 Network: BROAD					
Brand Drugs	AWP minus	19.00%/19.10%/19.20%	plus	\$0.75/\$0.75/\$0.75	dispensing fee
Effective Overall Generic Guarantee (Ingredient cost)	AWP minus	84.00%/84.10%/84.20%	plus	\$0.75/\$0.75/\$0.75	dispensing fee
Retail 90 Network: BROAD					
Brand Drugs	AWP minus	22.00%/22.10%/22.20%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Effective Overall Generic Guarantee (Ingredient cost)	AWP minus	85.50%/85.60%/85.70%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Mail Service Pharmacy					
Brand Drugs	AWP minus	25.00%/25.00%/25.00%	plus	\$0.00/\$0.00/\$0.00	dispensing fee

<b>Effective Overall Generic Guarantee (ingredient cost)</b>	AWP minus 87.00%/87.10%/87.20% plus	\$0.00/\$0.00/\$0.00	dispensing fee
<b>Specialty - Open Network</b>			
<b>Specialty Drugs - Aggregate Guarantee</b>	AWP minus 18.25% plus	\$2.50	dispensing fee

Rebates (Select Comprehensive BoG with 4 UMs: Db, Mi, Re, Sp, Formulary)	
<b>Client Estimated Share</b>	Greater of 100% or
<b>Retail 30 - Minimum</b>	\$190.00/\$200.00/\$210.00 Per Net Paid Brand Claim
<b>Retail 90 - Minimum</b>	\$570.00/\$600.00/\$630.00 Per Net Paid Brand Claim
<b>Mail Service - Minimum</b>	\$570.00/\$600.00/\$630.00 Per Net Paid Brand Claim
<b>Specialty - Minimum</b>	\$2,000.00/\$2,100.00/\$2,200.00 Per Net Paid Brand Claim

### C. Pricing Terms

1. No shortfall in one (1) Pricing Guarantee (any Discounts, any Dispensing Fees, any Administrative Fees) shall be offset by surplus in another Pricing Guarantee.
2. Administrator agrees that no Pricing Guarantee shortfall in one (1) Guarantee Period shall be offset by Pricing Guarantee surplus in another Guarantee Period.
3. No shortfall in Pricing Guarantees in one (1) Dispensing Channel will be offset by Pricing Guarantee surplus in another Dispensing Channel.
4. Administrator agrees that no savings realized from any Clinical Program can be used to offset shortfalls in another Guarantee.
5. Administrator agrees that no savings realized from a Generic Dispensing Rate Guarantee can be used to offset shortfalls in another Guarantee.
6. Administrator agrees that no savings realized from any Clinical Drug Mix Management Guarantee can be used to offset shortfalls in another Guarantee.
7. Administrator agrees that any failure to meet any pricing guarantee will be paid on a dollar-for-dollar basis.
8. Administrator agrees that all Rebate Guarantees are not based on a minimum Days Supply at Retail, Mail Order, or Specialty. For Guarantees related to a mandatory 90-day Mail or Retail Program, an 84-Days Supply minimum will be permitted.
9. The Ingredient Cost Guarantee contained in this Agreement will be based upon the average Ingredient Cost of all Paid Claims applicable to the Guarantee category, excluding Dispensing Fees, taxes, and Copayments.
10. For Claims paid at U&C, Ingredient Cost will be calculated as U&C minus the Dispensing Fee.
11. The information used to determine Ingredient Cost for the actual Paid Claims shall not be altered, reclassified or changed in any way for purposes of reconciliation of the Ingredient Cost Guarantees. Each Claim shall be reconciled based on the same drug classification and in the same category and channel under which such Claim was adjudicated.
12. Average Ingredient Cost for the purpose of calculating the Ingredient Cost discount Guarantee shall be calculated for each Guarantee Period as follows:  $[1 - (\text{sum of actual Ingredient Cost for all Paid Claims} / \text{sum of AWP for Paid Claims on the date of dispense})]$ .

13. Average Dispensing Fee shall be calculated for each Guarantee Period as: [sum of Dispensing Fees / [count of Paid Claims]
14. Administrator will not charge a Dispensing Fee for Paid Claims that adjudicate at U&C and such Paid Claims will not be included in the maximum Dispensing Fee Guarantee calculation.
15. The following claims shall be included in the retail, mail, and specialty pricing Guarantees: Zero Balance Claims, products subject to patent litigation, Most Favored Nation claims, DAW 9 adjudicated claims
16. Compound Prescription Drug Claims, 340B Claims, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, limited distribution products not filled at Optum Specialty Pharmacy, New to Market Limited Distribution Products, Claims filled at in-house or Client-owned pharmacies, fraudulent Claims, covid test kits, and covid antivirals, and Claims filled outside the OptumRx Pharmacy Network will be excluded from the guarantees. Additionally, Claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, and Alaska will be excluded from the guarantees.
17. Administrator agrees to use the AWP for the original package dispensed to a Member for a Paid Claim and shall not use the AWP for a repackaged or relabeled NDC to determine pricing under this Agreement at all claims (retail, mail order, and specialty).
18. Administrator agrees to use the AWP from the same updated Pricing Source file for determining both the paid amount to a Participating Pharmacy and the billed amount to Client.
19. Administrator shall notify Client within thirty (30) days if the applicable Pricing Source used to calculate Ingredient Cost changes its methodology, or discontinues publishing, or replaces AWP. The Parties agree to discuss in good faith, and to thereafter implement in good faith, any pricing or Guarantee changes that may be necessary to enable the Parties to maintain economic neutrality based on such change.
20. Administrator shall charge Client up to the maximum Dispensing Fee for each Covered Product dispensed on a per Paid Claim basis.
21. Administrator's Mail Order Pharmacy MAC price shall, for each drug (at the GPI, GCN or NDC level), be equal to or lower than the MAC price on the Participating Pharmacy's MAC List.
22. At Participating Pharmacies, Members shall pay the lesser of: a) the adjudicated price of the Claim subject to the Pricing Proposal (discounted AWP or MAC list price); b) the U&C price (including the sale price set by the retail pharmacy); or c) the applicable Coinsurance/Copayment.
23. Administrator agrees that if a Covered Product is eligible for pricing on both the Specialty List and on a MAC List, then the lesser of the two (2) prices shall be used.
24. Administrator agrees to provide a copy of Administrator's current MAC List in comma-separated values (".csv") format with drug code (NDC, GCN, GPI), unit price and effective dates for each MAC drug listed to Client or its designee prior to the Effective Date and thereafter upon Client's reasonable request.
25. Administrator agrees to establish, maintain and update the MAC List; provided, however: (0) Unit prices may only be increased due to: (i) AWP increases, or (ii) other reasonable market conditions; Notwithstanding any DAW code or Plan design protocol, if a Covered Product is on the MAC List, all claims for such Covered Product shall be subject to MAC pricing.
26. Administrator agrees to apply the same MAC List per channel throughout the contract Term.

27. Administrator agrees that Compound Drugs will adjudicate according to the NCPDP D.0 standards, with each Covered Product component eligible for reimbursement to the Participating Pharmacy based on Vendor's arrangement with such Participating Pharmacy charged to Sponsor at the Claim Adjudication Rates (based on the channel at which the Compound Drug is dispensed) associated with such Covered Product component, on a pro rata basis based on the unit quantities of each Covered Product component included in the Compound Drug.
28. Administrator will not charge Client for any Zero Balance Claims (regardless of delivery channel).
29. The Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus Dispensing Fee; or (iii) the pharmacy's Usual and Customary charge for the product.
30. The Network Pharmacy reimbursement rates may vary and the amount paid to the Network Pharmacy may not be equal to the amount billed to the Client and Administrator shall retain any difference.
31. Administrator agrees to pass through one hundred percent (100%) of negotiated Rebates to Client, and all Rebates will be subject to the Rebate guarantees set forth herein. This includes 100% of the submitted minimum rebate guarantees as well as 100% of overperformance.
32. Administrator shall determine the counts of claims applicable to the calculation of each Rebate Guarantee detailed in this Agreement by counting all Paid Claims where the channel and days' supply correspond with the Rebate Guarantee and based on the Brand Drug classification methodology selected by Administrator for Rebates in this Agreement. Administrator shall not use the corresponding days' supply indicated in this Agreement to pro-rate the Rebate Guarantee amount to be paid for any Paid Claim that falls within the identified days' supply range, and such Rebate Guarantee shall be applied in full based on the amount set forth in this Agreement.
33. Administrator represents and warrants that it will invoice for Rebates under its arrangements with pharmaceutical manufacturers or intermediaries with the intent to maximize the Rebate amounts received for Client's utilization such the Client receives the full value of Administrator's or its Affiliates arrangement with the pharmaceutical manufacturer or intermediary for which Client's Plan design qualifies.
34. Administrator agrees to apply Rebate Guarantees to all Client plan designs.
35. Rebate payments shall be made to Client within ninety (90) days of the close of the quarter in which Rebates are received by Administrator.
36. As soon thereafter as Administrator has received all expected Rebates related to Client's Claims for the prior contract year, but in no event later than six (6) months following the conclusion of the contract year, Administrator shall provide Client with a report detailing Rebates amounts earned by Client from contracted pharmaceutical manufacturers (including market share based amounts) during the contract year.
37. Rebate Guarantee Restrictions: Rebate claims include the following claims: U&C claims, Home Infusion claims, DAW 9 adjudicated claims, Serum and Toxoid Claims, products subject to patent litigation, in-house pharmacy claims. Out of network claims, and Biosimilars are all included within Rebate Guarantees.
38. No shortfall in one (1) Rebate Guarantee Period shall be offset by surplus in another Rebate Guarantee Period.

39. Administrator agrees that no savings realized from a Generic Dispensing Rate Guarantee can be used to offset shortfalls in Rebate Guarantees.
40. Administrator agrees that no savings realized from any Clinical Drug Mix Management Guarantee can be used to offset shortfalls in Rebate Guarantees.
41. Administrator agrees that no savings realized from any Clinical Program can be used to offset shortfalls in Rebate Guarantees.
42. Administrator agrees that failure to meet any Rebate Guarantee penalty will be paid on a dollar-for-dollar basis.
43. Administrator agrees that Rebates will not be prorated based on days' supply.
44. Administrator agrees that all Rebate Guarantees are not based on a minimum days' supply at retail, mail order, or specialty. For Guarantees related to a mandatory 90-day mail or retail program, an 84-days' supply minimum will be permitted.
45. Administrator will pay monthly, subject to Client adherence with payment obligations to Administrator, an amount of \$55,000 per year to Client's designated broker or consultant, as directed by Client.
46. Administrator agrees that consistent pharmacist led clinical support, including without limitation, side effect and adherence management, physician interactions as necessary, and questions regarding product administration, will be provided for Members that are prescribed Specialty Drugs which are dispensed through Administrator's specialty Pharmacy Network, regardless of the channel that their Specialty Drugs are filled.
47. Administrator agrees that all Specialty Drugs filled at a Administrator-owned Specialty Pharmacy will be included in the Overall Effective Specialty Discount ("OED") Guarantee for Specialty. Administrator agrees that the Specialty Pharmacy Discount Guarantee (as shown within Exhibit C) includes utilization of listed specialty drugs dispensed through Administrator's specialty Pharmacy Network, unless otherwise classified as a drug excluded from the guarantee as noted within any applicable Exhibit.
48. Administrator agrees that the Specialty Pharmacy Discount Guarantee (as shown within Exhibit C) includes utilization of listed specialty drugs dispensed through Administrator's specialty Pharmacy Network, including Limited Distribution Drugs, unless otherwise classified as a drug excluded from the guarantee as noted within Exhibit C.
49. Administrator agrees that best efforts will be used to provide access to Limited Distribution Drugs.
50. Administrator agrees to provide a list of the most recent Limited Distribution Drugs in electronic file format as requested by Client during the Term at no additional fee or cost.
51. Administrator shall provide to Participants a website to look up Copayments by drug. Administrator shall provide to Participants an application to look up Copayments by drug that is supported on common mobile phone operating systems (e.g., Apple IOS and Android). Administrator shall provide to Participants a website to look up lower cost therapeutic alternatives to Covered Drugs.
52. Administrator agrees to provide an updated list of Participating Pharmacies including all current Participating Pharmacies, pharmacy addresses, and telephone numbers on the web-based Member portal

53. Provided that Plan Design decisions are completed eight (8) weeks prior to the Client 's open enrollment, Administrator agrees to provide a web-based Member portal that reflects the upcoming year plan design to be used by Members during open enrollment.
54. Administrator shall, upon the request of Truveris, allow for Truveris to integrate with Administrator 's application programming interfaces ("APIs") in order to facilitate real time prescription benefit information, or facilitate using the National Council for Prescription Drug Programs ("NCPDP") Standards Matrix, including, but limited to, a D1 Code ("Predetermination of Benefits").
55. Administrator shall program edits which are applied to Claims during a real-time adjudication process to identify the following: duplicate prescriptions; over-utilization/refill too soon; under-utilization; drug interactions; pediatric warnings; geriatric warnings; acute/maintenance dosing; formulary compliance; therapeutic duplication; drug inferred health state; drugs exceeding maximum dose; drugs below minimum daily dosage, and other financial and cost limitations which are specified by Client.
56. Administrator agrees that all Zero Balance Claims will be reconciled at the discounted price or U&C price. Zero Balance Claims will not be reconciled as AWP-100%.
57. Administrator agrees that if Zero Balance Claims adjudicate with a minimum claim cost, the claim will be reconciled using the Ingredient Cost and Dispensing Fee that accounts for the entire claim cost, including any Zero Balance Claim adjustments.
58. Administrator agrees to use the AWP from the same updated Pricing Source file for determining both the paid amount to a Participating Pharmacy and the billed amount to Client
59. Administrator shall notify Client within thirty (30) days if the applicable Pricing Source used to calculate Ingredient Cost changes its methodology, or discontinues publishing, or replaces AWP. The Parties agree to discuss, and to thereafter implement in good faith, any pricing or Guarantee changes that may be necessary to enable the Parties to maintain economic neutrality based on such change.
60. Administrator agrees that Compound Drugs will adjudicate according to the NCPDP D.0 standards, with each Covered Product component eligible for reimbursement to the Participating Pharmacy based on Administrator's arrangement with such Participating Pharmacy charged to Sponsor at the Claim Adjudication Rates (based on the channel at which the Compound Drug is dispensed) associated with such Covered Product component, on a pro rata basis based on the based on the unit quantities of each Covered Product component included in the Compound Drug.
61. Participating Pharmacy reimbursement rates may vary, and the amount paid by Administrator to the Participating Pharmacy may not be equal to the amount billed to Client and Administrator shall retain the difference.
62. House Generic Covered Products shall be the lowest price of the following: (i) the Claim Adjudication Rate for the Brand Drug dispensed; (ii) the Claim Adjudication Rate for the lowest cost Generic Drug equivalent to the Brand Drug dispensed; (iii) MAC for the Brand Drug or Generic Drug if on the MAC List; or (iv) U&C price.
63. Administrator agrees that all Brand Drugs will be reconciled (Discount Guarantees, Dispensing Fees, and Rebates) according to the following logic: Date-matched Medi-Span categorization code of M, O, or N. Brand Drugs will not include any drugs with an original Medi-Span categorization code of Y that have been re-categorized to a M, O, or N. AND/OR First DataBank (FDB) categorization code of; GNI '0' OR '2' and NDCG11 '1'. Brand codes (B, G, and T) are also an important trigger for reconciliation transactions. See: Single Source Generic Drugs labeled as B using the above reconciliation.

64. Administrator agrees that claims submitted with DAW 5 codes are classified as House Generics.
65. Except for a DAW Claim for House Generics, no other DAW Claim shall be included in any pricing Guarantee that overrides or conflicts with its designation as a Brand Drug Claim or Generic Drug Claim based on the Drug Classification section of this Agreement
66. House Generic Claims shall be (i) adjudicated as Generic Drugs, including without limitation, Claim Adjudication Rate, Dispensing Fee, Copayments, (ii) included in all Generic Drug Guarantees and (iii) excluded from all Brand Drug Guarantees.
67. Administrator agrees for purposes of reconciling the Generic Drug discount Guarantees, the AWP of House Generics shall be the average per unit AWP of the generic.
68. Allocation and Payment of Rebates. Administrator will negotiate with drug manufacturers for the payment of Rebates to Administrator. The amount of Rebates that is available depends on many factors including whether Client has an incentive benefit design, arrangements with drug manufacturers, the volume of Prescription Drug claims, and the structure of the PDL. Administrator will pay Client an amount equal to 100% of the Rebates Administrator receives (and Administrator may pay interest on this amount as described in this Section). Client agrees that all payments associated with Rebates and any related interest are not due and owing to Client until Administrator actually pays them to Client pursuant to this Agreement. Administrator shall determine the counts of claims applicable to the calculation of each Rebate Guarantee detailed in this Agreement by counting all Paid Claims where the channel and days' supply correspond with the Rebate Guarantee and based on the Brand Drug classification methodology selected by Administrator for Rebates in this Agreement. Administrator shall not use the corresponding days' supply indicated in this Agreement to pro-rate the Rebate Guarantee amount to be paid for any Paid Claim that falls within the identified days' supply range, and such Rebate Guarantee shall be applied in full based on the amount set forth in this Agreement. For the avoidance of doubt and clarity, any type of Paid Claim not explicitly excluded in this Agreement shall be considered included in the Rebate Guarantees. Administrator shall not implement any brand interchange or other like programs that increase costs to Client or Member, prior to the application of any Rebate value. For the avoidance of doubt, the Rebate value shall not be taken into account in determining whether the brand interchange or other like program will result in an increase in cost to the Client or Member. Administrator represents and warrants that it will not, directly or through Administrator's Affiliate(s), negotiate other arrangements with pharmaceutical manufacturers (e.g., drug procurement or fee-for-service arrangements) to accept greater discounts or fees associated with such arrangements in exchange for, or at the expense of, a reduction in Rebates, and Administrator agrees to represent in its dealings with such manufacturers its intent to not reduce or otherwise negatively impact Rebate Guarantees in exchange for increased value in other arrangement with such manufacturers
69. Administrator agrees that if a Paid Claim for products on the Specialty list is adjudicated at a non-specialty pharmacy, such Paid Claim will be priced using the Claim Adjudication Rate and Overall Effective Discount Guarantee(s) for the applicable channel dispensed (i.e., Retail or Mail order) and Days Supply. For clarity purposes, this applies to Overall Effective Discounts, Dispensing Fees, and Rebates.
70. Formulary. If Administrator demonstrates to Client, acting in good faith, that Client's decision not to implement annual Formulary exclusions or not to implement a clinical review process will have an actual negative impact on Administrator's ability to meet the Rebate Guarantee, then Administrator may modify the Guarantee (but in no event, eliminate the Guarantee) solely in a manner commensurate with Client's continuation of the Formulary without implementation of the proposed exclusions. If Administrator's offer includes Rebate Guarantees and such Guarantees are conditioned upon Client implementing annual Formulary exclusions, and Client

chooses not to implement such exclusions (in whole or in part) or not to implement a clinical review process in Client's discretion, then Administrator shall not have the right to modify Client's Rebate Guarantee unless Client's decision will have an actual negative impact on Administrator's ability to meet the Rebate Guarantee. If requested by Client, Administrator shall model and provide written documentation to Client in good faith illustrating such negative impact. Administrator shall advise Client as to whether such modification will have a material impact to Members and whether it will impact any Rebate Guarantees

71. Pharmacy Audit. Administrator will reasonably cooperate with Client during each audit, including without limitation, providing Client's auditors with access to Administrator's books, records, computer and/or electronic records, data files and any other requested information reasonably required to conduct the audit at reasonable times during normal business hours.
72. Without limiting the generality of the above, Client shall have the right once a year to audit each of these components, individually or collectively, and as applicable (each, an "Audit Component") of services:
  - Claims
  - Pricing and Financial Guarantee
  - Rebate Guarantee
  - Performance Guarantees
  - Benefit Design Audit
73. Client Service; Account Management. Administrator shall appoint an account manager to Plan. Administrator's account manager will respond to all Plan inquiries promptly upon receipt via phone or email. Administrator shall maintain and operate a Client/provider service center with toll-free Client service numbers, which shall be adequately staffed with trained personnel 24 hours a day, 7 days a week, 365 days a year, for the use of Plan, Participants, Licensed Prescribers, and Participating Pharmacies. Administrator shall provide access to a pharmacist for member questions 24 hours a day, 7 days a week, 365 days a year. Administrator will not change account teams during an implementation/transition without prior written notice to Client and providing Client with a reasonable opportunity to discuss any such changes with Administrator.
74. Administrator agrees that its comprehensive network of Specialty pharmacies will give members full access to Specialty medications. Medications from each Specialty class will be dispensed from Administrator's network. Administrator represents that it is unable to distribute a small number of drugs and has arrangements with other Specialty pharmacies that do have access. Administrator will routinely coordinate care with network vendors to access limited distribution products where Administrator does not have direct access
75. Administrator agrees that Specialty medications filled through Administrator owned or operated retail pharmacies shall be priced at the same rates as Administrator owned or operated Specialty Pharmacies. Administrator agrees that consistent pharmacist led clinical support will be provided for specialty members, regardless of the channel their medications is filled. This includes side effect and adherence management, physician interactions as necessary, and questions regarding product administration.
76. Data Rights. Administrator shall allow Plan and Plan's designated representative to review all claims invoices and Claims Data pertaining to any invoice. Plan recognizes that claim data is competitively sensitive and shall not be released to third parties without the Administrator's written approval. Administrator recognizes that reviews of Client Data are consistent with Plan's fiduciary obligations, and are within Plan's ordinary course of business. Therefore, Administrator recognizes that it is reasonable that Plan review, audit, and otherwise use claim data in order to fulfill the Plan's fiduciary obligations, such review audit and use subject to the terms of the Agreement. Plan will enter into a confidentiality agreement with Administrator. Any third party performing functions for Plan must also enter into a confidentiality agreement with Administrator. Any audit is subject to the audit provision in this Agreement.



77. Administrator has reviewed the requested Client's Plan Design and Plan Data and certifies the Rebate Guarantees offered in this Agreement will not require additional program edits, Formulary strategy changes, or Plan Design changes.
78. Drug Classification: with reference to the definitions provided in this Section, the information provided below indicates how Administrator treats each component:
- Multi-Source Generics: Generic  
 Single-Source Generics: Generic  
 Minimum Manufacturers for Multi-Source: N/A
- Multi-Source Brands (Non-Innovator): Brand  
 Multi-Source Brands (Innovator): Brand  
 Single-Source Brands: Brand  
 Multi-Source Generics: Indicated when using Medi-Span by a Multi-Source Code "Y" or when using First DataBank by a GNI "1" and NDCG11 "1"  
 Single-Source Generics: Indicated when using Medi-Span by a Multi-Source Code "M" or "N" with a Brand Name Code "G" or when using First DataBank by a GNI "1" and NDCG11 "2"  
 Multi-Source Brands (Non-Innovator): Indicated when using Medi-Span by a Multi-Source Code "O" with a Brand Name Code not equal to "T" or when using First DataBank by a GNI "2" and INNOV of "0"  
 Multi-Source Brands (Innovator): Indicated when using Medi-Span by a Multi-Source Code "O" with a Brand Name Code equal to "T" or when using First DataBank by a GNI "2" and INNOV of "1"  
 Minimum Manufacturers for Multi-Source: The minimum number of Manufacturers for a generic to be considered multi-source. When "Yes" is selected, any drug whose indication is Multi-Source Generic must have more than the selected number of Manufacturers to be considered a Multi-Source Generic. Otherwise, it will be considered a Single-Source Generic.
79. Manufacturers: Manufacturers is defined as the total number of distinct labelers producing a product with the same GCN Sequence Number (GCN\_SEQNO) as the product being adjudicated and additionally having the following equivalent properties: Package Size (PS), Unit Dose Indicator (UD), Package Description (PD) and Unit of Use Indicator (UU). Distinct labelers is determined using the Labeler Identifier (LBLRID) with the division code removed. Producing means that the product has a Date of Dispense on or after the Date of Add (DADDNC) and on or before the Obsolete Date (OBSDTEC). Any count of Manufacturers is excluding repackaged products which are those products that would otherwise be included but have a Repackaged Indicator (REPACK) of "1".
80. Discounted ingredient costs are based upon the actual 11-digit National Drug Code, specific to the quantity dispensed submitted by a Network Pharmacy at the time of adjudication.
81. Retail 90 pricing is for retail Claims with greater than 83 days' supply.
82. Discount and dispensing fee guarantees are reconciled at the component level and are effective average annual rates, which may include the value of any and all other discounts, savings and reimbursements achieved. Such discount and dispensing fee guarantees are not reconciled on an individual Claim basis. Excess discounts in one line-item category cannot be credited to another category for purposes of satisfying the guarantee applicable to the other category, however, retail 30/90 generic guarantees will be reconciled together as one component. Any credits due to Client relating to the discount guarantees set forth above shall be issued ninety (90) days after the measurement period.
83. Usual & Customary Claims are excluded in the discount guarantees.
84. Home Delivery pricing guarantees require an average days' supply of at least 83 days in the

aggregate. No minimum charge shall apply for all Home Delivery orders.

85. Specialty guarantees include Claims filled at Optum Specialty Pharmacy, including limited distribution products that OptumRx has access to.
86. Non-specialty Claims filled at Optum Specialty Pharmacy are reconciled under the retail guarantees.
87. Retail and Home Delivery guarantees exclude Specialty Drug Claims.
88. OptumRx will remit to Client 100% of the Rebates received by OptumRx. OptumRx guarantees that the Rebates remitted to Client during a contract year shall not be less than the Per Net Paid Brand Drug Claim (PNPBDC) Rebate amounts specified in the Rebate table above ("Guaranteed Rebate Amount"). In the event that the Rebates paid to Client during a contract year are less than the Guaranteed Rebate Amount, OptumRx shall pay to Client, as an additional rebate from OptumRx, the amount of such deficiency within 180 days following the end of the contract year. OptumRx may withhold Rebates until this Agreement is signed.
89. "Rebate Credit" is a credit towards the achievement of the Guaranteed Rebate Amount. The Rebate Credit is applied in the event of a change impacting the level of rebates expected as a result of the availability of clinically comparable lower rebate drugs. The Rebate Credit is calculated as the difference in Pharmaceutical Manufacturer revenue between what OptumRx would have invoiced Pharmaceutical Manufacturers if the Client continued to prefer the originator brand product and the actual Pharmaceutical Manufacturer revenue received after favoring the new product (e.g. Biosimilar, an Authorized Brand Alternative, reduction of WAC on a Brand Drug subject to Rebates, launch of a lower cost Non-Generic Drug alternative). The Rebate Credit does not apply to generics that launch after the Brand no longer has patent protection.
90. OptumRx may adjust Rebates and the Guaranteed Rebate Amount (effective as of the date of the change and in proportion to the impact) for Client or Client's customer(s) if any of the following occur: (a) if Client or Client's customer makes any change to its formulary, not initiated by OptumRx, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by OptumRx under its Formulary or utilization management programs, (b) due to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs (c) formulary changes initiated by OptumRx that promote overall lower net costs, but reduce Rebates, (d) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates, which may include changes in historic practices regarding rejection of Claims submitted by OptumRx for Rebates, or (e) if either (i) more than ten percent (10%) of the Rebate value of Claims submitted by OptumRx to Drug Manufacturers for Rebates are denied by Drug Manufacturers for reasons that such Claims are subject to any federal discount program (e.g., 340B, ITU, etc. ("Federal Discount Program Discounts")); (ii) the percentage of Rebates denied by Drug Manufacturers divided by the percentage of Brand Claims denied by Drug Manufacturers for reasons that such Claims are subject to any Federal Discount Program Discounts is equal to or greater one hundred five percent (105%) (e.g., Rebate percentage denied by Drug Manufactures is 15%. Denied Brand Claims is 14%.  $15\%/14\% = 107.1\%$ ); or (iii). Client or Client's customer adopts any formulary, utilization or optimization program for Claims subject to Federal Discount Program Discount that impacts the availability or amount of Rebates.
91. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter.
92. OptumRx reserves the right to modify or amend the financial provisions of this Agreement in the event of an external event or industry change impacting OptumRx's performance under the

Agreement, including but not limited to: (a) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that makes OptumRx's performance of its duties hereunder materially more burdensome or expensive, including changes to the AWP benchmark or methodology; or (b) the unexpected movement of a branded product to off-patent or if Generic Drugs, Authorized Brand Alternative Drugs, low priced Brand Drugs or over-the-counter substitutes become available; or (c) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates. For modifications or amendment made pursuant to the above, OptumRx agrees to modify the pricing in an equitable manner and provide documentation of the revised pricing terms.

93. OptumRx reserves the right to modify or amend the financial provisions of this Agreement if any of the following occur: (i) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the Plan Specifications or the exclusion of a service line (i.e. retail & Home Delivery) from Client's service selection; (ii) a change of greater than 30% in the total number of Members from the number provided to OptumRx during pricing negotiations upon which the financial provisions included in this Agreement are based; (iii) any substantive change in Client's formulary, Member Cost Share, Benefit Plan design, exclusions, utilization management programs, or administrative edits, which may impact Rebates from Drug Manufacturers; or (iv) OptumRx is no longer the exclusive Specialty Pharmacy provider. For modifications or amendments made pursuant to (i), (ii), (iii), or (iv) above, Client agrees to provide OptumRx at least ninety (90) days' notice prior to making any changes. In the event the pricing needs to be modified, OptumRx shall provide Client with notification of any pricing modifications 45 days prior to implementation.

**D. Additional Services.** Certain services as indicated below are not included in the standard Administrative Fee and are available for an additional charge. This is not an inclusive list. Administrator may charge for any products or services not specifically represented herein. Clinical Services are listed in the most recently executed Clinical Documentation Form.

Additional Fees as Applicable	
Clinical Program Fees	Please refer to the Clinical Documentation Form for associated fees
Print Services and Fees	Print services and fees can be found on the Print Services Form which is signed by the Client.
PreCheck MyScript ePrescribing	Included in Standard Services
Variable Copay Program	\$150 per impacted Rx
Client Website Additional Users	20 included, \$400 per year per additional user
Direct Member Reimbursement (DMR)	\$2.50 per processed paper Claim plus the Administrative Fee
Ad-hoc Reporting	\$150 per hour, with a minimum of \$500
Manual Eligibility Maintenance	\$0.50 per record
ID cards - Subsequent mailings, replacements, or additional	\$2 per ID card plus postage, shipping and handling
Explanation of Benefits (EOB)	\$2 per EOB plus postage, shipping and handling
Custom Mailings	Production plus postage, shipping and handling
Retail Pharmacy Audit Administration	No administrative or retention fees
Investigatory Audit	25% of recovered amount
RxTRACK License Fee	25 included, \$500 per seat annual fee
RDS Support Services	\$1.25 PMPM
Integrated Accumulator - Near Real Time Method	\$0.15 PMPM
This is not an inclusive list. Administrator may charge for any products or services not specifically represented herein.	

# Resolution

Number 23-1225

Adopted Date September 26, 2023

## ADVERTISE FOR BIDS FOR THE LOWER SPRINGBORO ROAD DRILLED PIER WALL PROJECT

BE IT RESOLVED, to advertise for bids for the Lower Springboro Road Drilled Pier Wall Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the Warren County website, beginning the week of October 1, 2023; bid opening to be October 18, 2023 @ 9:30 a.m.

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 23-1226

Adopted Date September 26, 2023

ENTER INTO CONTRACT WITH J.K. MEURER CORP. FOR THE FY23 UNION TOWNSHIP, WARREN COUNTY - HIGHLAND PARK REPAVING PHASE 2 CDBG PROJECT

WHEREAS, pursuant to Resolution #23-1004 dated August 8, 2023, this Board approved a Notice of Intent to Award Bid for the FY23 Union Township, Warren County – Highland Park Repaving Phase 2 CDBG Project to , J.K. Meurer Corp, Inc. for a total bid price of \$57,024.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with J.K. Meurer Corp., 33 Glendale Milford Road, Loveland, Ohio 45140 for a total bid price of \$57,024.00; as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a— J.K. Meurer Corp.  
OGA (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 26 day of September, 2023, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and J.K. Meurer Corp, 33 Glendale Milford Road, Loveland, Ohio 45140, doing business as a corporation, hereinafter called "Contractor".

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

**"FY23 Union Township, Warren Co – Highland Park Repaving – Phase 2 CDBG Project"**

hereinafter called the project, for the sum of Fifty-Seven Thousand, Twenty- Four Dollars and No Cents (\$57,024.00) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
  - Affidavit of Non-Delinquency of Personal Property Taxes
  - Bid Guarantee and Contract Bond
  - Non-collusion Affidavit
- F. Contract Forms
  - Notice of Award and Acceptance
  - Notice to Proceed and Acceptance
  - Change Order
- G. Conflict of Interest
  - Special Conditions Pertaining to Hazards Safety
  - Standards and Accident Prevention
  - Special Equal Opportunity Provisions (Section 3 Compliance)
  - Certifications of Compliance with Air and Water Acts
  - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
  - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
  - Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project within 60 days. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

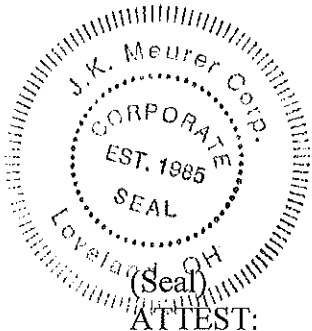
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

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



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



**WARREN COUNTY BOARD OF COMMISSIONERS**

*Shannon Jones*  
Shannon Jones, President

**J.K. MEURER CORP.**

ATTEST:

*Jeffrey K. Meurer*  
Name

*[Signature]*  
Name  
President  
Title

APPROVED AS TO FORM:

*Kathryn M. Horvath*  
~~Adam Nice~~ **KATHRYN M. HORVATH**  
Assistant County Prosecutor

# Resolution

Number 23-1227

Adopted Date September 26, 2023

ENTER INTO CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR THE  
WAYNESVILLE SEWER COLLECTION SYSTEMS IMPROVEMENTS PHASE 3 PROJECT

WHEREAS, pursuant to Resolution #23-1071 dated August 17, 2023, this Board approved a Notice of Intent to Award Bid for the Waynesville Sewer Collection Systems Improvements Phase 3 Project to Insituform Technologies, LLC, Inc., for a total bid price of \$424,820.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Insituform Technologies, LLC, Inc., 580 Goddard Avenue, Chesterfield, MO 63005 for a total bid price of \$424,820.00; as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a— Insituform Technologies, LLC, Inc  
W/S (file)  
OMB Bid file

**SECTION 00 60 10  
CONTRACT**

THIS AGREEMENT, made this 26 day of September, 2023 with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**Waynesville Sewer Collection Systems Improvements Phase 3 Project**

hereinafter called the project, for the sum of **\$424,820.00 (Four Hundred Twenty- Four Thousand, Eight Hundred Twenty Dollars and No Cents)**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial Completion: 120 Days from Notice to Proceed.

Final Completion: 150 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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

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

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

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

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

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

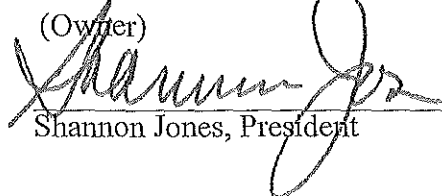
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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

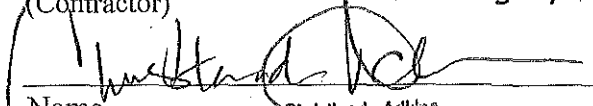
**WARREN COUNTY BOARD OF COMMISSIONERS**

(Owner)

  
Shannon Jones, President

NAME  
(Contractor)

Insituform Technologies, LLC

  
Name

Christanda Adkins  
Contracting & Attesting Officer

Title

Approved as to Form:

  
Assistant Prosecutor

# Resolution

Number 23-1228

Adopted Date September 26, 2023

ENTER INTO CONTRACT WITH AGREEMENT WITH KRAUSE ELECTRIC FOR THE FY21 VILLAGE OF MORROW – TRAIN DEPOT RENOVATIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR ELECTRICAL UPGRADES

WHEREAS, pursuant to Resolution #23-0880, adopted July 18, 2023, this Board authorized the; request for proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project for the Warren County Office of Grants Administration; and

WHEREAS, on or before July 31, 2023 the Office of Grants Administration received three (3) sealed proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project; and

WHEREAS, Krause Electric scored the highest among proposals for the Electrical Upgrade portion of the project and it is the recommendation of Susanne Mason, Program Manager, to enter into contract with Krause Electric, 688 Oxford Germantown Road, Camden, Ohio 45311, for a total contract price of \$42,471.00; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Krause Electric for the Electrical Upgrade portion of the FY21 Village of Morrow Train Depot renovation CDBG Project on behalf of the Warren County Office of Grants Administration; as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KP/

cc: c/a – Krause Electric  
OGA (file)

**Contract Between Warren County Board of Commissioners and Recreations Outlets  
for the FY21 Morrow – Train Depot CDBG Project – Electrical Upgrades**

This **AGREEMENT** is hereby entered into as of the date last signed below between **Warren County Board of Commissioners**, (hereinafter "County") whose business address is 406 Justice Drive, Lebanon, Ohio 45036 and **Krause Electric**, (hereinafter "Contractor") whose business address is 688 Oxford Germantown Road, Camden, OH 45311

**RECITALS**

**WHEREAS**, COUNTY as the Administrative Agent for the Community Development Block Grant Entitlement Program, the Warren County Board of Commissioners in partnership with the Village of Morrow, now seeks proposals for electrical upgrades for the Train Depot Upgrade, located 240 Main Street, Morrow, Ohio 45152.

**WHEREAS**, upon the County's issuance of a Request for Proposals (hereinafter "RFP"), Contractor was awarded this contract by County.

**NOW THEREFORE**, in consideration of the mutual undertakings and agreement hereinafter set forth, COUNTY and Contractor agree as follows:

**ARTICLE 1. TERMS AND COST OF AGREEMENT:**

1.1 Contractor shall provide electrical upgrades to the Morrow Train Depot project as described in its Response to the Village's RFP, attached below as **Exhibit 1** and incorporated as if fully written herein. The COUNTY shall pay Contractor a total not to exceed **\$42,471.00**. The work shall commence within 60 days of execution of contract, and the project shall be fully completed by December 31, 2023.

1.2 The installation shall be performed in a good and workman like manner with use of reasonable skill, care and diligence, and to not cause harm to the existing property.

1.3 Contractor shall be responsible for procuring the material and labor for the Train Depot upgrade. Contractor shall also be responsible for all necessary and incidental equipment needed in order to meet the requirement for a complete installation and will be responsible for verifying the completeness of any parts lists and the overall suitability of the equipment to meet the main purpose of this Agreement.

1.4 The work described by this agreement shall be performed at the specific area identified and described in the RFP. Contractor shall work around the Village's schedule to ensure that there is no interruption of scheduled events.

1.5 COUNTY shall make payment to Contractor in full upon satisfactory completion of the installation.

## **ARTICLE 2. EQUIPMENT AND SERVICES TO BE PROVIDED**

2.1 The types of products and parts lists are specified in the attached **EXHIBIT 1**.

## **ARTICLE 3. GENERAL TERMS**

3.1 **LICENSES, PERMITS AND APPROVALS:** Contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of this Agreement and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work

3.2 **RIGHT OF ENTRY:** Contractor shall have the right to enter its property at Morrow Train Depot for the time and to the extent necessary to perform the work described by this agreement, note the Train Depot is owned by the Village of Morrow and Contractor shall contact the Village of Morrow to gain access.

3.3 **STORAGE OF MATERIALS:** Contractor shall be responsible for the safe storage of any equipment, products, or materials and COUNTY will not be responsible for loss of or damage to equipment, products, materials, or tools unless such loss or damage results from the negligence of COUNTY.

3.4 **ASSIGNMENT OF CONTRACTUAL RIGHTS:** Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement or its right, title or interest in or to any part thereof, without the prior written consent of COUNTY. Further, COUNTY shall approve in advance any subcontractors hired to perform the work described in this agreement.

3.5 **EXTRA WORK:** No claims for extra work will be allowed unless same shall have been previously ordered by COUNTY in a written change order

3.6 **DELIVERY REQUIREMENTS - CONTRACTOR RELEASE:** Contractor shall be excused from performance during the time and to the extent he is prevented from obtaining or delivering materials or performing his work in the customary manner by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide COUNTY satisfactory evidence that non-performance is due to other than the fault or negligence of Contractor.

3.7 **CLEANING:** Each day during the installation, Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.

3.8 **NOTICE AND SERVICE:** Any notice to Contractor from COUNTY relative to any part of this agreement shall be considered delivered and the service thereof completed when said notice is posted by certified mail to Contractor at his last given address or delivered in person to Contractor.



3.9 CLAIMS AND DISPUTES - Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the COUNTY and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

3.10 TIME LIMIT ON CLAIMS: Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party.

3.11 CONTINUING CONTRACT PERFORMANCE: Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract, and COUNTY shall make payment for all satisfactorily completed work and all conforming equipment and materials properly installed.

3.12 CLAIMS FOR CONSEQUENTIAL DAMAGES: Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Contractor for rental expenses, principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work.

3.13 RESOLUTION OF CLAIMS AND DISPUTES: Claims shall be submitted to the other party in writing, followed by negotiation of the parties which shall be required as a condition precedent to mediation or litigation of all Claims between Contractor and COUNTY arising prior to the date final payment is due.

3.14 MEDIATION: Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived, shall, after 30 days be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

3.15 RULES FOR MEDIATION: The parties shall endeavor to resolve their Claims by mediation. Any request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the commencement of litigation, but in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The mediator will be chosen by agreement of the parties. If they cannot agree, the mediator shall be selected by the court in which legal proceedings are filed.

3.16 COST AND LOCATION OF MEDIATION: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3.17 INSURANCE: Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the COUNTY, who shall be listed as an additional insured party thereon. All certificates of insurance shall be submitted to the COUNTY prior to the commencement of work pursuant to this Agreement.

The insurance required below shall remain in effect throughout the term of this Agreement and must not be allowed to lapse by Contractor.

Contractor shall require that all subcontractors, including individuals hired as independent contractors, also maintain the insurance required below. The subcontractors shall provide certificates of insurance to Contractor, and Contractor shall provide copies of those certificates to the COUNTY before the subcontractors begin work.

Renewal certificates for Contractor and all subcontractors shall be submitted to the COUNTY for policies which expire during the term of this agreement, or work may be stopped, or payment delayed by the COUNTY.

3.18 INSURANCE REQUIREMENTS: Contractor agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents and employees against any and all liability, loss, costs, damages and expenses which the COUNTY, its officers, agents or employees may hereafter sustain, incur, or be required to pay arising out of Contractor's performance or failure to adequately perform his obligations pursuant to this Agreement.

Contractor further agrees that it will at all times during the term of this Contract keep in force:

1. Commercial General Liability Insurance Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate (CGL), with coverage pertaining to operation and premises of Contractor and any of his job sites;
2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If motor vehicles are not used by Contractor in the performance of this Agreement, Contractor shall supply COUNTY with a letter to that effect;
3. Workers Compensation Insurance.

The following words must be on all certificates of insurance required hereunder: Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder. Any additional words such as: 'will endeavor to' or 'A failure to do so will impose no obligation' must be crossed off or deleted.

3.19 GOVERNING LAW AND VENUE: This Agreement is entered into within the State of Ohio, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and all statutory, legislative and regulatory provisions that are applicable to public Contracts in Warren County and the State of Ohio shall be followed with respect to this Agreement. Venue for all actions arising hereunder or related hereto shall lie in the courts of and for Warren County, Ohio.

3.20 RECORDS AVAILABILITY AND RETENTION: Pursuant to Ohio Statutes, Contractor agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

3.21 NON-DISCRIMINATION: During the performance of this Agreement, Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

3.22 MERGER AND MODIFICATION: It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated herein or attached hereto and are deemed to be part of this Agreement.

3.23 INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended to or shall be construed as creating between COUNTY and Contractor the relationship of partners or joint venturers. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, OPERS, or other benefits available to COUNTY's employees shall accrue to the owners, officers or employees of Contractor or his subcontractors performing services under this Agreement.

3.24 WARRANTY: Contractor shall warrant to the COUNTY that the materials and labor to be provided shall conform to the specifications and be free from defects in materials and workmanship.

3.24.1 TIME OF WARRANTY: Contractor shall warrant all labor and materials for a period of 1 year from the date of final completion and acceptance of the total complete work by the COUNTY or beneficial use and occupancy thereof, whichever occurs first.

3.24.2 COMMENCEMENT OF WARRANTY: Warranty period shall commence at the time installation is completed by Contractor and written approval thereof is supplied by COUNTY or by beneficial use and occupancy by COUNTY, whichever occurs first. COUNTY shall not unreasonably withhold final approval

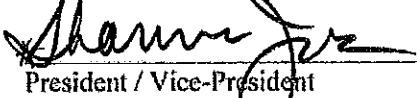
3.24.3 DESIGN PERFORMANCE: Contractor shall warrant that any installed equipment and fixtures are capable of performing satisfactorily under normal use for which they are designed and that they are free from imperfections in design, materials or construction which would create hazards.

3.25 FEDERAL LABOR STANDARDS. Contractor shall comply with the Federal Labor Standards Provisions attached below in Exhibit 2 and incorporated by reference as if fully written herein.

3.26 EXECUTION.

In Execution whereof, the authorized signatory of each party has executed this Agreement effective the date set forth below,

Warren County Board of Commissioners,

  
\_\_\_\_\_  
President / Vice-President

Shannon Jones 9-20-23  
Printed Name Date


Resolution No. 23-1228  
\_\_\_\_\_

Krause Electric

  
\_\_\_\_\_  
Authorized Signatory

Stacie Krause 6/13/23  
Printed Name Date

Approved as to form,

  
\_\_\_\_\_  
Adam M. Nice  
Assistant Prosecuting Attorney

# Resolution

Number 23-1229

Adopted Date September 26, 2023

ENTER INTO CONTRACT WITH AGREEMENT WITH ARROWHEAD HEATING & COOLING FOR THE FY21 VILLAGE OF MORROW – TRAIN DEPOT RENOVATIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR MECHANICAL/ HVAC IMPROVEMENTS

WHEREAS, pursuant to Resolution #23-0880, adopted July 18, 2023, this Board authorized the; request for proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project for the Warren County Office of Grants Administration; and

WHEREAS, on or before July 31, 2023, the Office of Grants Administration received three (3) sealed proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project; and

WHEREAS, Arrowhead Heating & Cooling scored the highest among proposals for the Mechanical/HVAC Improvements portion of the project and it is the recommendation of Susanne Mason, Program Manager, to enter into contract with Arrowhead Heating & Cooling, 206 S. Columbus Street, Blanchester, Ohio 45107, for a total contract price of \$26,000.00; and

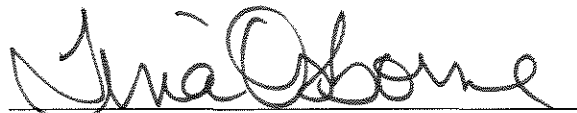
NOW THEREFORE BE IT RESOLVED, to enter into contract with Arrowhead Heating & Cooling for the Mechanical/HVAC Improvements portion of the FY21 Village of Morrow Train Depot renovation CDBG Project on behalf of the Warren County Office of Grants Administration; as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a – Arrowhead Heating & Cooling  
OGA (file)

**Contract Between Warren County Board of Commissioners and Arrowhead Heating & Cooling  
for the FY21 Morrow – Train Depot CDBG Project – Mechanical / HVAC Improvements**

This **AGREEMENT** is hereby entered into as of the date last signed below between **Warren County Board of Commissioners**, (hereinafter “County”) whose business address is 406 Justice Drive, Lebanon, Ohio 45036 and **Arrowhead Heating & Cooling**, (hereinafter “Contractor”) whose business address is 208 S. Columbus Street, Blanchester, OH 45107

**RECITALS**

**WHEREAS**, COUNTY as the Administrative Agent for the Community Development Block Grant Entitlement Program, the Warren County Board of Commissioners in partnership with the Village of Morrow, now seeks proposals for mechanical / HVAC improvements for the Train Depot Upgrade, located at 240 Main Street, Morrow, Ohio 45152.

**WHEREAS**, upon the County’s issuance of a Request for Proposals (hereinafter “RFP”), Contractor was awarded this contract by County.

**NOW THEREFORE**, in consideration of the mutual undertakings and agreement hereinafter set forth, COUNTY and Contractor agree as follows:

**ARTICLE 1. TERMS AND COST OF AGREEMENT:**

1.1 Contractor shall provide mechanical / HVAC improvements to the Morrow Train Depot project as described in its Response to the Village’s RFP, attached below as **Exhibit 1** and incorporated as if fully written herein. The COUNTY shall pay Contractor a total not to exceed **\$26,000.00**. The work shall commence within 60 days of execution of contract, and the project shall be fully completed by December 31, 2023.

1.2 The installation shall be performed in a good and workman like manner with use of reasonable skill, care and diligence, and to not cause harm to the existing property.

1.3 Contractor shall be responsible for procuring the material and labor for the Train Depot upgrade. Contractor shall also be responsible for all necessary and incidental equipment needed in order to meet the requirement for a complete installation and will be responsible for verifying the completeness of any parts lists and the overall suitability of the equipment to meet the main purpose of this Agreement.

1.4 The work described by this agreement shall be performed at the specific area identified and described in the RFP. Contractor shall work around the Village’s schedule to ensure that there is no interruption of scheduled events.

3.9 CLAIMS AND DISPUTES - Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the COUNTY and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

3.10 TIME LIMIT ON CLAIMS: Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party.

3.11 CONTINUING CONTRACT PERFORMANCE: Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract, and COUNTY shall make payment for all satisfactorily completed work and all conforming equipment and materials properly installed.

3.12 CLAIMS FOR CONSEQUENTIAL DAMAGES: Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Contractor for rental expenses, principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work.

3.13 RESOLUTION OF CLAIMS AND DISPUTES: Claims shall be submitted to the other party in writing, followed by negotiation of the parties which shall be required as a condition precedent to mediation or litigation of all Claims between Contractor and COUNTY arising prior to the date final payment is due.

~~3.14 MEDIATION: Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived, shall, after 30 days be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.~~

*Dwg  
Kruke*

~~3.15 RULES FOR MEDIATION: The parties shall endeavor to resolve their Claims by mediation. Any request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the commencement of litigation, but in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The mediator will be chosen by agreement of the parties. If they cannot agree, the mediator shall be selected by the court in which legal proceedings are filed.~~

~~3.16 COST AND LOCATION OF MEDIATION: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

3.20 RECORDS AVAILABILITY AND RETENTION: Pursuant to Ohio Statutes, Contractor agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

3.21 NON-DISCRIMINATION: During the performance of this Agreement, Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

3.22 MERGER AND MODIFICATION: It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated herein or attached hereto and are deemed to be part of this Agreement.

3.23 INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended to or shall be construed as creating between COUNTY and Contractor the relationship of partners or joint venturers. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, OPERS, or other benefits available to COUNTY's employees shall accrue to the owners, officers or employees of Contractor or his subcontractors performing services under this Agreement.

3.24 WARRANTY: Contractor shall warrant to the COUNTY that the materials and labor to be provided shall conform to the specifications and be free from defects in materials and workmanship.

3.24.1 TIME OF WARRANTY: Contractor shall warrant all labor and materials for a period of 1 year from the date of final completion and acceptance of the total complete work by the COUNTY or beneficial use and occupancy thereof, whichever occurs first.

3.24.2 COMMENCEMENT OF WARRANTY: Warranty period shall commence at the time installation is completed by Contractor and written approval thereof is supplied by COUNTY or by beneficial use and occupancy by COUNTY, whichever occurs first. COUNTY shall not unreasonably withhold final approval

3.24.3 DESIGN PERFORMANCE: Contractor shall warrant that any installed equipment and fixtures are capable of performing satisfactorily under normal use for which they are designed and that they are free from imperfections in design, materials or construction which would create hazards.



3.25 FEDERAL LABOR STANDARDS. Contractor shall comply with the Federal Labor Standards Provisions attached below in **Exhibit 2** and incorporated by reference as if fully written herein.

3.26 EXECUTION.

**In Execution whereof**, the authorized signatory of each party has executed this Agreement effective the date set forth below,

Warren County Board of Commissioners,

*Shannon Jones*  
President / Vice-President

Shannon Jones      9.26.23  
Printed Name                      Date

Resolution No. 23-1229

Arrowhead Heading and Cooling

X *Thomas D Jones Jr*  
Authorized Signatory

THOMAS D JONES JR.      8/30/2023  
Printed Name                      Date

Approved as to form,

*Kathryn M. Horvath*  
Kathryn Horvath  
Assistant Prosecuting Attorney

# Resolution

Number 23-1230

Adopted Date September 26, 2023

ENTER INTO CONTRACT WITH AGREEMENT WITH BILL STRANGE & SONS FOR THE FY21 VILLAGE OF MORROW – TRAIN DEPOT RENOVATIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR GENERAL PLUMBING IMPROVEMENTS

WHEREAS, pursuant to Resolution #23-0880, adopted July 18, 2023, this Board authorized the; request for proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project for the Warren County Office of Grants Administration; and

WHEREAS, on or before July 31, 2023 the Office of Grants Administration received three (3) sealed proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project; and

WHEREAS, Bill Strange & Sons scored the highest among proposals for the General Plumbing Improvements portion of the project and it is the recommendation of Susanne Mason, Program Manager, to enter into contract with Bill Strange & Sons, P.O. Box 26, Blanchester, Ohio 45107, for a total contract price of \$29,349.00; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Bill Strange & Sons for the General Plumbing Improvements portion for the FY21 Village of Morrow Train Depot renovation CDBG Project on behalf of the Warren County Office of Grants Administration; as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KP/

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

**Contract Between Warren County Board of Commissioners and Bill Strange & Sons  
for the FY21 Morrow – Train Depot CDBG Project – Plumbing Improvements**

This **AGREEMENT** is hereby entered into as of the date last signed below between **Warren County Board of Commissioners**, (hereinafter “County”) whose business address is 406 Justice Drive, Lebanon, Ohio 45036 and **Bill Strange & Sons**, (hereinafter “Contractor”) whose business address is PO Box 26 Blanchester, OH 45107

**RECITALS**

**WHEREAS**, COUNTY as the Administrative Agent for the Community Development Block Grant Entitlement Program, the Warren County Board of Commissioners in partnership with the Village of Morrow, now seeks proposals for plumbing improvements for the Train Depot Upgrade, located 240 Main Street, Morrow, Ohio 45152.

**WHEREAS**, upon the County’s issuance of a Request for Proposals (hereinafter “RFP”), Contractor was awarded this contract by County.

**NOW THEREFORE**, in consideration of the mutual undertakings and agreement hereinafter set forth, COUNTY and Contractor agree as follows:

**ARTICLE 1. TERMS AND COST OF AGREEMENT:**

1.1 Contractor shall provide plumbing improvements to the Morrow Train Depot project as described in its Response to the Village’s RFP, attached below as **Exhibit 1** and incorporated as if fully written herein. The COUNTY shall pay Contractor a total not to exceed **\$29,349.00**. The work shall commence within 60 days of execution of contract, and the project shall be fully completed by December 31, 2023.

1.2 The installation shall be performed in a good and workman like manner with use of reasonable skill, care and diligence, and to not cause harm to the existing property.

1.3 Contractor shall be responsible for procuring the material and labor for the Train Depot upgrade. Contractor shall also be responsible for all necessary and incidental equipment needed in order to meet the requirement for a complete installation and will be responsible for verifying the completeness of any parts lists and the overall suitability of the equipment to meet the main purpose of this Agreement.

1.4 The work described by this agreement shall be performed at the specific area identified and described in the RFP. Contractor shall work around the Village’s schedule to ensure that there is no interruption of scheduled events.

1.5 COUNTY shall make payment to Contractor in full upon satisfactory completion of the installation.

**ARTICLE 2. EQUIPMENT AND SERVICES TO BE PROVIDED**

2.1 The types of products and parts lists are specified in the attached **EXHIBIT 1**.

**ARTICLE 3. GENERAL TERMS**

3.1 **LICENSES, PERMITS AND APPROVALS:** Contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of this Agreement and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work

3.2 **RIGHT OF ENTRY:** Contractor shall have the right to enter its property at Morrow Train Depot for the time and to the extent necessary to perform the work described by this agreement, note the Train Depot is owned by the Village of Morrow and Contractor shall contact the Village of Morrow to gain access.

3.3 **STORAGE OF MATERIALS:** Contractor shall be responsible for the safe storage of any equipment, products, or materials and COUNTY will not be responsible for loss of or damage to equipment, products, materials, or tools unless such loss or damage results from the negligence of COUNTY.

3.4 **ASSIGNMENT OF CONTRACTUAL RIGHTS:** Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement or its right, title or interest in or to any part thereof, without the prior written consent of COUNTY. Further, COUNTY shall approve in advance any subcontractors hired to perform the work described in this agreement.

3.5 **EXTRA WORK:** No claims for extra work will be allowed unless same shall have been previously ordered by COUNTY in a written change order

3.6 **DELIVERY REQUIREMENTS – CONTRACTOR RELEASE:** Contractor shall be excused from performance during the time and to the extent he is prevented from obtaining or delivering materials or performing his work in the customary manner by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide COUNTY satisfactory evidence that non-performance is due to other than the fault or negligence of Contractor.

3.7 **CLEANING:** Each day during the installation, Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.

3.8 **NOTICE AND SERVICE:** Any notice to Contractor from COUNTY relative to any part of this agreement shall be considered delivered and the service thereof completed when said notice is posted by certified mail to Contractor at his last given address or delivered in person to Contractor.

3.9 CLAIMS AND DISPUTES - Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the COUNTY and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

3.10 TIME LIMIT ON CLAIMS: Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party.

3.11 CONTINUING CONTRACT PERFORMANCE: Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract, and COUNTY shall make payment for all satisfactorily completed work and all conforming equipment and materials properly installed.

3.12 CLAIMS FOR CONSEQUENTIAL DAMAGES: Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Contractor for rental expenses, principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work.

3.13 RESOLUTION OF CLAIMS AND DISPUTES: Claims shall be submitted to the other party in writing, followed by negotiation of the parties which shall be required as a condition precedent to mediation or litigation of all Claims between Contractor and COUNTY arising prior to the date final payment is due.

~~3.14 MEDIATION: Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived, shall, after 30 days be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.~~

~~3.15 RULES FOR MEDIATION: The parties shall endeavor to resolve their Claims by mediation. Any request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the commencement of litigation, but in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The mediator will be chosen by agreement of the parties. If they cannot agree, the mediator shall be selected by the court in which legal proceedings are filed.~~

~~3.16 COST AND LOCATION OF MEDIATION: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

AS

**3.17 INSURANCE:** Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the COUNTY, who shall be listed as an additional insured party thereon. All certificates of insurance shall be submitted to the COUNTY prior to the commencement of work pursuant to this Agreement.

The insurance required below shall remain in effect throughout the term of this Agreement and must not be allowed to lapse by Contractor.

Contractor shall require that all subcontractors, including individuals hired as independent contractors, also maintain the insurance required below. The subcontractors shall provide certificates of insurance to Contractor, and Contractor shall provide copies of those certificates to the COUNTY before the subcontractors begin work.

Renewal certificates for Contractor and all subcontractors shall be submitted to the COUNTY for policies which expire during the term of this agreement, or work may be stopped, or payment delayed by the COUNTY.

**3.18 INSURANCE REQUIREMENTS:** Contractor agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents and employees against any and all liability, loss, costs, damages and expenses which the COUNTY, its officers, agents or employees may hereafter sustain, incur, or be required to pay arising out of Contractor's performance or failure to adequately perform his obligations pursuant to this Agreement.

Contractor further agrees that it will at all times during the term of this Contract keep in force:

1. Commercial General Liability Insurance Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate (CGL), with coverage pertaining to operation and premises of Contractor and any of his job sites;
2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If motor vehicles are not used by Contractor in the performance of this Agreement, Contractor shall supply COUNTY with a letter to that effect;
3. Workers Compensation Insurance.

The following words must be on all certificates of insurance required hereunder: Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder. Any additional words such as: 'will endeavor to' or 'A failure to do so will impose no obligation' must be crossed off or deleted.

**3.19 GOVERNING LAW AND VENUE:** This Agreement is entered into within the State of Ohio, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and all statutory, legislative and regulatory provisions that are applicable to public Contracts in Warren County and the State of Ohio shall be followed with respect to this Agreement. Venue for all actions arising hereunder or related hereto shall lie in the courts of and for Warren County, Ohio.

AK

**3.20 RECORDS AVAILABILITY AND RETENTION:** Pursuant to Ohio Statutes, Contractor agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

**3.21 NON-DISCRIMINATION:** During the performance of this Agreement, Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

**3.22 MERGER AND MODIFICATION:** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated herein or attached hereto and are deemed to be part of this Agreement.

**3.23 INDEPENDENT CONTRACTOR:** Nothing contained in this Agreement is intended to or shall be construed as creating between COUNTY and Contractor the relationship of partners or joint venturers. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, OPERS, or other benefits available to COUNTY's employees shall accrue to the owners, officers or employees of Contractor or his subcontractors performing services under this Agreement.

**3.24 WARRANTY:** Contractor shall warrant to the COUNTY that the materials and labor to be provided shall conform to the specifications and be free from defects in materials and workmanship.

**3.24.1 TIME OF WARRANTY:** Contractor shall warrant all labor and materials for a period of 1 year from the date of final completion and acceptance of the total complete work by the COUNTY or beneficial use and occupancy thereof, whichever occurs first.

**3.24.2 COMMENCEMENT OF WARRANTY:** Warranty period shall commence at the time installation is completed by Contractor and written approval thereof is supplied by COUNTY or by beneficial use and occupancy by COUNTY, whichever occurs first. COUNTY shall not unreasonably withhold final approval

**3.24.3 DESIGN PERFORMANCE:** Contractor shall warrant that any installed equipment and fixtures are capable of performing satisfactorily under normal use for which they are designed and that they are free from imperfections in design, materials or construction which would create hazards.

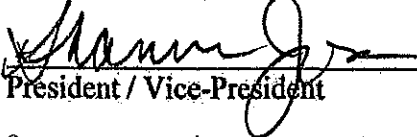
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3.25 FEDERAL LABOR STANDARDS. Contractor shall comply with the Federal Labor Standards Provisions attached below in Exhibit 2 and incorporated by reference as if fully written herein.

3.26 EXECUTION.

In Execution whereof, the authorized signatory of each party has executed this Agreement effective the date set forth below,

Warren County Board of Commissioners,

  
\_\_\_\_\_  
President / Vice-President

Shannon Jones      9-26-23  
Printed Name      Date

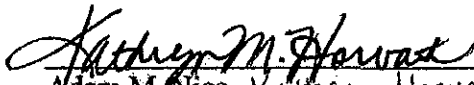
Resolution No. 23-1230

Bill Strange & Sons

  
\_\_\_\_\_  
Authorized Signatory

Alex Stray      08-27-23  
Printed Name      Date

Approved as to form,

  
\_\_\_\_\_  
Adam M. Nice Kathryn Horvath  
Assistant Prosecuting Attorney



# Resolution

Number 23-1231

Adopted Date September 26, 2023

ENTER INTO CONTRACT WITH AGREEMENT WITH BILL STRANGE & SONS FOR THE FY21 VILLAGE OF MORROW – TRAIN DEPOT RENOVATIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR GENERAL CONTRACTING SERVICES

WHEREAS, pursuant to Resolution #23-0880, adopted July 18, 2023, this Board authorized the; request for proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project for the Warren County Office of Grants Administration; and

WHEREAS, on or before July 31, 2023 the Office of Grants Administration received three (3) sealed proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project; and

WHEREAS, Bill Strange & Sons scored the highest among proposals for the General Contracting Services portion and it is the recommendation of Susanne Mason, Program Manager, to enter into contract with Bill Strange & Sons, P.O. Box 26, Blanchester, Ohio 45107, for a total contract price of \$49,995.00; and


NOW THEREFORE BE IT RESOLVED, to enter into contract with Bill Strange & Sons for the General Contracting Services portion of the FY21 Village of Morrow Train Depot renovation CDBG Project on behalf of the Warren County Office of Grants Administration; as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KP/

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

**Contract Between Warren County Board of Commissioners and Recreations Outlets  
for the FY21 Morrow – Train Depot CDBG Project - General Contracting Services**

This AGREEMENT is hereby entered into as of the date last signed below between Warren County Board of Commissioners; (hereinafter "County") whose business address is 406 Justice Drive, Lebanon, Ohio 45036 and Bill Strange & Sons. (hereinafter "Contractor") whose business address is PO Box 26, Blanchester, OH 45107.

**RECITALS**

**WHEREAS**, COUNTY as the Administrative Agent for the Community Development Block Grant Entitlement Program, the Warren County Board of Commissioners in partnership with the Village of Morrow, now seeks proposals for general contracting services for the Train Depot Upgrade, located 240 Main Street, Morrow, Ohio 45152.

**WHEREAS**, upon the County's issuance of a Request for Proposals (hereinafter "RFP"), Contractor was awarded this contract by County.

**NOW THEREFORE**, in consideration of the mutual undertakings and agreement hereinafter set forth, COUNTY and Contractor agree as follows:

**ARTICLE 1. TERMS AND COST OF AGREEMENT:**

1.1 Contractor shall provide general contract services to the Morrow Train Depot project as described in its Response to the Village's RFP, attached below as Exhibit 1 and incorporated as if fully written herein. The COUNTY shall pay Contractor a total not to exceed \$49,995.00. The work shall commence within 60 days of execution of contract, and the project shall be fully completed by December 31, 2023.

1.2 The installation shall be performed in a good and workman like manner with use of reasonable skill, care and diligence; and to not cause harm to the existing property.

1.3 Contractor shall be responsible for procuring the material and labor for the Train Depot upgrade. Contractor shall also be responsible for all necessary and incidental equipment needed in order to meet the requirement for a complete installation and will be responsible for verifying the completeness of any parts lists and the overall suitability of the equipment to meet the main purpose of this Agreement.

1.4 The work described by this agreement shall be performed at the specific area identified and described in the RFP. Contractor shall work around the Village's schedule to ensure that there is no interruption of scheduled events.

AK

1.5 COUNTY shall make payment to Contractor in full upon satisfactory completion of the installation.

**ARTICLE 2. EQUIPMENT AND SERVICES TO BE PROVIDED**

2.1 The types of products and parts lists are specified in the attached **EXHIBIT 1**.

**ARTICLE 3. GENERAL TERMS**

3.1 **LICENSES, PERMITS AND APPROVALS:** Contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of this Agreement and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work

3.2 **RIGHT OF ENTRY:** Contractor shall have the right to enter its property at Morrow Train Depot for the time and to the extent necessary to perform the work described by this agreement, note the Train Depot is owned by the Village of Morrow and Contractor shall contact the Village of Morrow to gain access.

3.3 **STORAGE OF MATERIALS:** Contractor shall be responsible for the safe storage of any equipment, products, or materials and COUNTY will not be responsible for loss of or damage to equipment, products, materials, or tools unless such loss or damage results from the negligence of COUNTY.

3.4 **ASSIGNMENT OF CONTRACTUAL RIGHTS:** Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement or its right, title or interest in or to any part thereof, without the prior written consent of COUNTY. Further, COUNTY shall approve in advance any subcontractors hired to perform the work described in this agreement.

3.5 **EXTRA WORK:** No claims for extra work will be allowed unless same shall have been previously ordered by COUNTY in a written change order.

3.6 **DELIVERY REQUIREMENTS - CONTRACTOR RELEASE:** Contractor shall be excused from performance during the time and to the extent he is prevented from obtaining or delivering materials or performing his work in the customary manner by acts of God; fire; war; strike; loss or shortage of transportation facilities; lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide COUNTY satisfactory evidence that non-performance is due to other than the fault or negligence of Contractor.

3.7 **CLEANING:** Each day during the installation, Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.

3.8 **NOTICE AND SERVICE:** Any notice to Contractor from COUNTY relative to any part of this agreement shall be considered delivered and the service thereof completed when said notice is posted by certified mail to Contractor at his last given address or delivered in person to Contractor.

AS

**3.9 CLAIMS AND DISPUTES - Definition:** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the COUNTY and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**3.10 TIME LIMIT ON CLAIMS:** Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party.

**3.11 CONTINUING CONTRACT PERFORMANCE:** Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract, and COUNTY shall make payment for all satisfactorily completed work and all conforming equipment and materials properly installed.

**3.12 CLAIMS FOR CONSEQUENTIAL DAMAGES:** Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Contractor for rental expenses, principal office expenses, including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

**3.13 RESOLUTION OF CLAIMS AND DISPUTES:** Claims shall be submitted to the other party in writing, followed by negotiation of the parties which shall be required as a condition precedent to mediation or litigation of all Claims between Contractor and COUNTY arising prior to the date final payment is due.

~~**3.14 MEDIATION:** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived, shall, after 30 days be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.~~

KMH

~~**3.15 RULES FOR MEDIATION:** The parties shall endeavor to resolve their Claims by mediation. Any request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the commencement of litigation, but in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The mediator will be chosen by agreement of the parties. If they cannot agree, the mediator shall be selected by the court in which legal proceedings are filed.~~

~~**3.16 COST AND LOCATION OF MEDIATION:** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

AS

**3.17 INSURANCE:** Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the COUNTY, who shall be listed as an additional insured party thereon. All certificates of insurance shall be submitted to the COUNTY prior to the commencement of work pursuant to this Agreement. The insurance required below shall remain in effect throughout the term of this Agreement and must not be allowed to lapse by Contractor.

Contractor shall require that all subcontractors, including individuals hired as independent contractors, also maintain the insurance required below. The subcontractors shall provide certificates of insurance to Contractor, and Contractor shall provide copies of those certificates to the COUNTY before the subcontractors begin work.

Renewal certificates for Contractor and all subcontractors shall be submitted to the COUNTY for policies which expire during the term of this agreement, or work may be stopped, or payment delayed by the COUNTY.

**3.18 INSURANCE REQUIREMENTS:** Contractor agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents and employees against any and all liability, loss, costs, damages and expenses which the COUNTY, its officers, agents or employees may hereafter sustain, incur, or be required to pay arising out of Contractor's performance or failure to adequately perform his obligations pursuant to this Agreement.

Contractor further agrees that it will at all times during the term of this Contract keep in force:  
1. Commercial General Liability Insurance Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate (CGL), with coverage pertaining to operation and premises of Contractor and any of his job sites;

2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If motor vehicles are not used by Contractor in the performance of this Agreement, Contractor shall supply COUNTY with a letter to that effect; and  
3. Workers Compensation Insurance.

The following words must be on all certificates of insurance required hereunder: Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder. Any additional words such as: 'will endeavor to' or 'A failure to do so will impose no obligation' must be crossed off or deleted.

**3.19 GOVERNING LAW AND VENUE:** This Agreement is entered into within the State of Ohio, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and all statutory, legislative, and regulatory provisions that are applicable to public Contracts in Warren County and the State of Ohio shall be followed with respect to this Agreement. Venue for all actions arising hereunder or related hereto shall lie in the courts of and for Warren County, Ohio.

AS

**3.20 RECORDS AVAILABILITY AND RETENTION:** Pursuant to Ohio Statutes, Contractor agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

**3.21 NON-DISCRIMINATION:** During the performance of this Agreement, Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

**3.22 MERGER AND MODIFICATION:** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated herein or attached hereto and are deemed to be part of this Agreement.

**3.23 INDEPENDENT CONTRACTOR:** Nothing contained in this Agreement is intended to or shall be construed as creating between COUNTY and Contractor the relationship of partners or joint venturers. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, OPERS, or other benefits available to COUNTY's employees shall accrue to the owners, officers or employees of Contractor or his subcontractors performing services under this Agreement.

**3.24 WARRANTY:** Contractor shall warrant to the COUNTY that the materials and labor to be provided shall conform to the specifications and be free from defects in materials and workmanship.

**3.24.1 TIME OF WARRANTY:** Contractor shall warrant all labor and materials for a period of 1 year from the date of final completion and acceptance of the total complete work by the COUNTY or beneficial use and occupancy thereof, whichever occurs first.

**3.24.2 COMMENCEMENT OF WARRANTY:** Warranty period shall commence at the time installation is completed by Contractor and written approval thereof is supplied by COUNTY or by beneficial use and occupancy by COUNTY, whichever occurs first. COUNTY shall not unreasonably withhold final approval

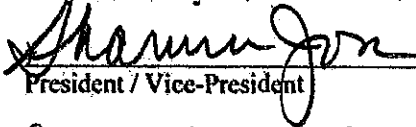
**3.24.3 DESIGN PERFORMANCE:** Contractor shall warrant that any installed equipment and fixtures are capable of performing satisfactorily under normal use for which they are designed and that they are free from imperfections in design, materials or construction which would create hazards.

**3.25 FEDERAL LABOR STANDARDS.** Contractor shall comply with the Federal Labor Standards Provisions attached below in Exhibit 2 and incorporated by reference as if fully written herein.

**3.26 EXECUTION.**

**In Execution whereof,** the authorized signatory of each party has executed this Agreement effective the date set forth below,

**Warren County Board of Commissioners,**

  
\_\_\_\_\_  
President / Vice-President

Shannon Jones      9-26-23  
Printed Name                      Date

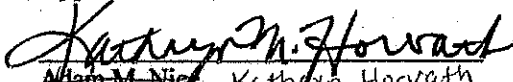
Resolution No. 23-1231

**Bill Strange & Sons**

  
\_\_\_\_\_  
Authorized Signatory

Alex Strange      08-27-23  
Printed Name                      Date

**Approved as to form,**

  
\_\_\_\_\_  
Kathryn Horvath  
Assistant Prosecuting Attorney

# Resolution

Number 23-1232

Adopted Date September 26, 2023

ENTER INTO CONTRACT WITH AGREEMENT WITH BILL STRANGE & SONS FOR THE FY21 VILLAGE OF MORROW – TRAIN DEPOT RENOVATIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR ROOF AND WINDOWS

WHEREAS, pursuant to Resolution #23-0880, adopted July 18, 2023, this Board authorized the; request for proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project for the Warren County Office of Grants Administration; and

WHEREAS, on or before July 31, 2023 the Office of Grants Administration received three (3) sealed proposals for the FY21 Village of Morrow Train Depot renovation CDBG Project; and

WHEREAS, Bill Strange & Sons scored the highest among proposals for the Roof and Windows portion of the project and it is the recommendation of Susanne Mason, Program Manager, to enter into contract with Bill Strange & Sons, P.O. Box 26, Blanchester, Ohio 45107, for a total contract price of \$49,750.00; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Bill Strange & Sons for the Roof and Windows portion of the FY21 Village of Morrow Train Depot renovation CDBG Project on behalf of the Warren County Office of Grants Administration; as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

KP/

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



**Contract Between Warren County Board of Commissioners and Recreations Outlets  
for the FY21 Morrow – Train Depot CDBG Project – Roof & Windows**

This AGREEMENT is hereby entered into as of the date last signed below between **Warren County Board of Commissioners**, (hereinafter "County") whose business address is 406 Justice Drive, Lebanon, Ohio 45036 and **Bill Strange & Sons**, (hereinafter "Contractor") whose business address is PO Box 26, Blanchester, OH 45107.

**RECITALS**

**WHEREAS**, COUNTY as the Administrative Agent for the Community Development Block Grant Entitlement Program, the Warren County Board of Commissioners in partnership with the Village of Morrow, now seeks proposals for new roof and windows for the Train Depot Upgrade, located 240 Main Street, Morrow, Ohio 45152.

**WHEREAS**, upon the County's issuance of a Request for Proposals (hereinafter "RFP"), Contractor was awarded this contract by County.

**NOW THEREFORE**, in consideration of the mutual undertakings and agreement hereinafter set forth, COUNTY and Contractor agree as follows:

**ARTICLE I. TERMS AND COST OF AGREEMENT:**

1.1 Contractor shall provide new roof and windows to the Morrow Train Depot project as described in its Response to the Village's RFP, attached below as **Exhibit 1** and incorporated as if fully written herein. The COUNTY shall pay Contractor a total not to exceed **\$49,750.00**. The work shall commence within 60 days of execution of contract, and the project shall be fully completed by December 31, 2023.

1.2 The installation shall be performed in a good and workman like manner with use of reasonable skill, care and diligence, and to not cause harm to the existing property.

1.3 Contractor shall be responsible for procuring the material and labor for the Train Depot upgrade. Contractor shall also be responsible for all necessary and incidental equipment needed in order to meet the requirement for a complete installation and will be responsible for verifying the completeness of any parts lists and the overall suitability of the equipment to meet the main purpose of this Agreement.

1.4 The work described by this agreement shall be performed at the specific area identified and described in the RFP. Contractor shall work around the Village's schedule to ensure that there is no interruption of scheduled events.

AS

1.5. COUNTY shall make payment to Contractor in full upon satisfactory completion of the installation.

## **ARTICLE 2. EQUIPMENT AND SERVICES TO BE PROVIDED**

2.1 The types of products and parts lists are specified in the attached **EXHIBIT 1**.

## **ARTICLE 3. GENERAL TERMS**

3.1 **LICENSES, PERMITS AND APPROVALS:** Contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of this Agreement and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work

3.2 **RIGHT OF ENTRY:** Contractor shall have the right to enter its property at Morrow Train Depot for the time and to the extent necessary to perform the work described by this agreement, note the Train Depot is owned by the Village of Morrow and Contractor shall contact the Village of Morrow to gain access.

3.3 **STORAGE OF MATERIALS:** Contractor shall be responsible for the safe storage of any equipment, products, or materials and COUNTY will not be responsible for loss of or damage to equipment, products, materials, or tools unless such loss or damage results from the negligence of COUNTY.

3.4 **ASSIGNMENT OF CONTRACTUAL RIGHTS:** Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement or its right, title or interest in or to any part thereof, without the prior written consent of COUNTY. Further, COUNTY shall approve in advance any subcontractors hired to perform the work described in this agreement.

3.5 **EXTRA WORK:** No claims for extra work will be allowed unless same shall have been previously ordered by COUNTY in a written change order

3.6 **DELIVERY REQUIREMENTS – CONTRACTOR RELEASE:** Contractor shall be excused from performance during the time and to the extent he is prevented from obtaining or delivering materials or performing his work in the customary manner by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide COUNTY satisfactory evidence that non-performance is due to other than the fault or negligence of Contractor.

3.7 **CLEANING:** Each day during the installation, Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.

3.8 **NOTICE AND SERVICE:** Any notice to Contractor from COUNTY relative to any part of this agreement shall be considered delivered and the service thereof completed when said notice is posted by certified mail to Contractor at his last given address or delivered in person to Contractor.

**3.9 CLAIMS AND DISPUTES:** Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief, with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the COUNTY and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**3.10 TIME LIMIT ON CLAIMS:** Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party.

**3.11 CONTINUING CONTRACT PERFORMANCE:** Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract, and COUNTY shall make payment for all satisfactorily completed work, and all conforming equipment and materials properly installed.

**3.12 CLAIMS FOR CONSEQUENTIAL DAMAGES:** Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Contractor for rental expenses, principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work.

**3.13 RESOLUTION OF CLAIMS AND DISPUTES:** Claims shall be submitted to the other party in writing, followed by negotiation of the parties which shall be required as a condition precedent to mediation or litigation of all Claims between Contractor and COUNTY arising prior to the date final payment is due.

~~**3.14 MEDIATION:** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived, shall, after 30 days be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.~~

~~**3.15 RULES FOR MEDIATION:** The parties shall endeavor to resolve their Claims by mediation. Any request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the commencement of litigation, but in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The mediator will be chosen by agreement of the parties. If they cannot agree, the mediator shall be selected by the court in which legal proceedings are filed.~~

~~**3.16 COST AND LOCATION OF MEDIATION:** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

AS

**3.17 INSURANCE:** Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the COUNTY, who shall be listed as an additional insured party thereon. All certificates of insurance shall be submitted to the COUNTY prior to the commencement of work pursuant to this Agreement.

The insurance required below shall remain in effect throughout the term of this Agreement and must not be allowed to lapse by Contractor.

Contractor shall require that all subcontractors, including individuals hired as independent contractors, also maintain the insurance required below. The subcontractors shall provide certificates of insurance to Contractor, and Contractor shall provide copies of those certificates to the COUNTY before the subcontractors begin work.

Renewal certificates for Contractor and all subcontractors shall be submitted to the COUNTY for policies which expire during the term of this agreement, or work may be stopped, or payment delayed by the COUNTY.

**3.18 INSURANCE REQUIREMENTS:** Contractor agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents and employees against any and all liability, loss, costs, damages and expenses which the COUNTY, its officers, agents or employees may hereafter sustain, incur, or be required to pay arising out of Contractor's performance or failure to adequately perform his obligations pursuant to this Agreement.

Contractor further agrees that it will at all times during the term of this Contract keep in force:

1. Commercial General Liability Insurance Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate (CGL), with coverage pertaining to operation and premises of Contractor and any of his job sites;

2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If motor vehicles are not used by Contractor in the performance of this Agreement, Contractor shall supply COUNTY with a letter to that effect;

3. Workers Compensation Insurance;

The following words must be on all certificates of insurance required hereunder: Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder. Any additional words such as: 'will endeavor to' or 'A failure to do so will impose no obligation' must be crossed off or deleted.

**3.19 GOVERNING LAW AND VENUE:** This Agreement is entered into within the State of Ohio, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and all statutory, legislative and regulatory provisions that are applicable to public Contracts in Warren County and the State of Ohio shall be followed with respect to this Agreement. Venue for all actions arising hereunder or related hereto shall lie in the courts of and for Warren County, Ohio.

AS

**3.20 RECORDS AVAILABILITY AND RETENTION:** Pursuant to Ohio Statutes, Contractor agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

**3.21 NON-DISCRIMINATION:** During the performance of this Agreement, Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

**3.22 MERGER AND MODIFICATION:** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated herein or attached hereto and are deemed to be part of this Agreement.

**3.23 INDEPENDENT CONTRACTOR:** Nothing contained in this Agreement is intended to or shall be construed as creating between COUNTY and Contractor the relationship of partners or joint venturers. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, OPERS, or other benefits available to COUNTY's employees shall accrue to the owners, officers or employees of Contractor or his subcontractors performing services under this Agreement.

**3.24 WARRANTY:** Contractor shall warrant to the COUNTY that the materials and labor to be provided shall conform to the specifications and be free from defects in materials and workmanship.

**3.24.1 TIME OF WARRANTY:** Contractor shall warrant all labor and materials for a period of 1 year from the date of final completion and acceptance of the total complete work by the COUNTY or beneficial use and occupancy thereof, whichever occurs first.

**3.24.2 COMMENCEMENT OF WARRANTY:** Warranty period shall commence at the time installation is completed by Contractor and written approval thereof is supplied by COUNTY or by beneficial use and occupancy by COUNTY, whichever occurs first. COUNTY shall not unreasonably withhold final approval

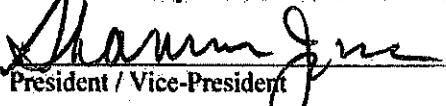
**3.24.3 DESIGN PERFORMANCE:** Contractor shall warrant that any installed equipment and fixtures are capable of performing satisfactorily under normal use for which they are designed and that they are free from imperfections in design, materials or construction which would create hazards.

3.25 FEDERAL LABOR STANDARDS. Contractor shall comply with the Federal Labor Standards Provisions attached below in Exhibit 2 and incorporated by reference as if fully written herein.

3.26 EXECUTION.

In Execution whereof, the authorized signatory of each party has executed this Agreement effective the date set forth below,

Warren County Board of Commissioners,

  
President / Vice-President

Sharon Jones      9-26-23  
Printed Name                  Date

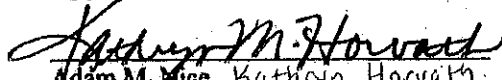
Resolution No. 23-1232

Bill Strange & Sons

  
Authorized Signatory

Alex K. Stray      09-27-23  
Printed Name                  Date

Approved as to form,

  
~~Adam M. Vice~~ Kathryn Horvath  
Assistant Prosecuting Attorney

# Resolution

Number 23-1233

Adopted Date September 26, 2023

APPROVE AND ENTER INTO A LEASE AGREEMENT WITH THE WARREN COUNTY  
COMBINED HEALTH DISTRICT

BE IT RESOLVED, to approve and authorize the President of the Board to execute a lease agreement with the Warren County Combined Health District; agreement attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Warren County Combined Health District  
Health Dept (file)  
S. Spencer

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective on the 26 day of ~~October~~<sup>September</sup> 2023, by and between the Board of County Commissioners, Warren County, Ohio (the "County") and Warren County Combined Health District ("Tenant").

The County is the owner of land and improvements commonly known and numbered as 416 South East Street, Lebanon, Ohio 45036. The County makes available for lease a portion of the building and appurtenances designated as The Warren County Combined Health District Offices consisting of 13,243 square feet of office space on the first floor and basement level, plus certain common areas including but not limited to hallways and parking.

The County desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from the County for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term

A. The County hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from the County, for an "Initial Term" beginning January 1, 2024, and ending December 31, 2026. The Tenant currently occupies the premises.

B. Either party may terminate this Lease upon giving ninety (90) days' notice to the other party in accordance with paragraph 16 herein.

1. Rental

A. Effective as of January 1, 2024, Tenant shall pay to the County for base rent during the initial Term, \$9.01 per square foot x 13,243 square feet for office space at the annual rate of \$119,319.43 per year and \$4.50 per square feet x 6,416 square feet of common area for the sum of \$28,872.00 per year for January 1, 2024, through December 31, 2024. The aggregate base rent in year 2024 to be paid by Tenant to the County shall be \$148,191.43.

Thereafter, effective January 1, 2025, Tenant shall pay the following rental rate for office space plus its proportionate share of common area (being 37% of the common area) for 2025 and 2026:

2025	\$9.19 per square foot x 13,243 sq ft = \$121,703.17
	\$4.59 per square foot x 6,416 sq ft = \$29,449.44
	Total Aggregate rent in 2025 = \$151,152.61
2026	\$9.37 per square foot x 13,243 sq ft = \$124,086.91
	\$4.68 per square foot x 6,416 sq ft = \$30,026.88
	Total Aggregate rent in 2026 = \$154,113.79

SEP 13 2023 RCVD

RECEIVED ONEB0000



B. Payment shall be made during the lease term to the County at 406 Justice Drive, Lebanon, Ohio 45036 or at such other place designated by written notice from the County to the Tenant. Semi-annual payments of 50% will be made no later than 30 days following each distribution by the County Auditor to the Tenant of Tenant's tax levy revenue each year.

**3. Use**

A. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

B. Except as set forth above, Tenant shall be permitted to store and use medicines and vaccines as needed for medical use and to store and use chemicals for inspections and cleaning.

**4. Sublease and Assignment.**

A. Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part without the County's consent.

**5. Care and Repairs.**

A. During the Lease term, the County shall make, at the County's expense and in a timely fashion, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, including major mechanical systems and the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall have an affirmative duty to notify the County when such repairs are not discovered or repaired by the County.

B. The County shall be responsible for and maintain the exterior of the building, including the parking lot, lights, walks, curbs, windows and doors; all exterior and interior plumbing and fixtures; all electrical systems and wires, exclusive of the Tenant's fixtures and appliances; and all heating and air conditioning.

**6. Alterations and Improvements.**

A. Tenant, at Tenant's expense, shall have the right, following the County's written consent, to remodel, redecorate, and make additions, improvements, and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. The County hereby gives its approval to all preexisting additions, improvements, and replacements.

B. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by The County. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

**7. Property Taxes.**

The property is held by a governmental subdivision and used solely for governmental purposes and therefore is tax exempt. Tenant shall continue to use the Leased Premises only for governmental purposes.

**9. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. The County shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as the County shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and the County shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by the County, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

D. The County shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance with the same principal coverage and duty to defend the County as the policy provides for Tenant, and Tenant shall provide the County with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify the County that a policy is due to expire at least (10) days prior to such expiration. The County shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

**9. Utilities.**

A. The County shall pay all charges for water, sewer, gas, electricity, trash removal and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by the County and Tenant.

B. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in the County's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. The County shall perform an inspection prior to the execution of the Lease to assure all electrical wiring is in compliance with this Paragraph.

**10. Signs.**

Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and the County's written consent. The County may refuse consent to any proposed signage that is in The County's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. The County shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**11. Entry.**

The County shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided the County has given the Tenant reasonable notice and shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. The County may enter the premises at any time in an emergency without notice.

**12. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with other tenants of the Building, their guests and invitees, and the general public, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by the County. The County reserves the right to designate specific parking areas within the parking area or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

**13. Damage and Destruction.**

A. Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to the County to terminate this Lease as of the date of such damage.

B. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, the County shall promptly repair such damage at the cost of the County. In making the repairs called for in this paragraph, the County shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of the County.

C. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

**14. Default.**

A. If default shall at any time be made by Tenant in the payment of rent when due to the County as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by the County, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by the County without correction thereof then having been commenced and thereafter diligently prosecuted, the County may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, the County may reenter said premises.

B. The County shall have, in addition to the remedy above provided, any other right or remedy available to the County on account of any Tenant default, either in law or equity. The County shall use reasonable efforts to mitigate its damages.

**15. Quiet Possession.**

The County covenants and warrants that upon performance by Tenant of its obligations hereunder, the County will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**16. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to **The County** to:

Board of County Commissioners  
Warren County, Ohio  
Attention: County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036

If to **Tenant** to:

Warren County Combined Health District  
Attention: Health Commissioner  
416 South East Street  
Lebanon, Ohio 45036

The County and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**19. Governing Law.**

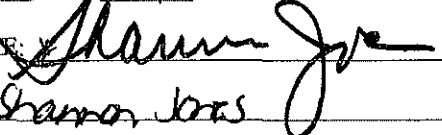
This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Ohio. The parties stipulate that exclusive venue and jurisdiction over all actions relating to the breach, dispute, eviction, enforcement, interpretation, liability, injunctive relief, mandamus, or prohibition shall be the Warren County Court of Common Pleas.

IN EXECUTION WHEREOF, the parties have executed this Lease as of the day and year first above written.

30. Execution by the Parties.


COUNTY

IN EXECUTION WHEREOF, the BOARD OF COMMISSIONERS, of the Warren County, Ohio, has caused this Agreement to be executed by its President or Vice-President on the date stated below, pursuant to Board Resolution No. 23-1233, dated 9-26-23

SIGNATURE:   
NAME: Sharon Jones  
TITLE: President  
DATE: 9-26-23

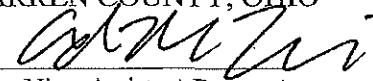
TENANT

IN EXECUTION WHEREOF, the Warren County Combined Health District has caused this Agreement to be executed by Duane Stansbury, the Health Commissioners, acting as its authorized agent, pursuant to Board Resolution No. 85-2023, dated 8/15/2023

SIGNATURE:   
NAME: Duane Stansbury  
TITLE: Health Commissioner  
DATE: 9/19/2023

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By:   
Adam Nice, Assistant Prosecutor

# Resolution

Number 23-1234

Adopted Date September 26, 2023

## ACCEPT CHANGE ORDER 2 FROM LOCUTION SYSTEMS INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Locutions Systems Inc. was awarded bid per Resolution #22-1836 dated December 06, 2022, for Automated Voice Dispatch and Fire Station Alerting System for the Warren County Telecommunications; and

WHEREAS, Locution Systems Inc. has provided change order 2 for Telecommunications to purchase an Intelligent Audio Switch (IAS) that is needed from Locution in order to test Fire Station Alerting hardware internally attached herein; and

NOW THEREFORE BE IT RESOLVED, to accept change order 2 from Locution Systems Inc. on behalf of Warren County Telecommunications as attached hereto and 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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Locution Systems, Inc.  
Telecom (file)

# Change Order



Customer: Warren County, OH Project: PSAP  
 C/O NO: 2 Location Requester: Kacy Seo  
 Non-Billable  
 Billable Against PO # 22002650 Department Requesting: PM

Part No.	Description	Original Quantity	Qty Added	Qty Removed	Corrected Qty	Cost per Item	Total Cost
LIAS30	Intelligent Audio Switch	0	1	0	1	\$ 795.00	\$ 795.00
					0		\$ -
					0		\$ -
					0		\$ -
					0		\$ -
					0		\$ -
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					0		\$ -

TOTAL PRICE OF CHANGE ORDER: \$ 795.00

INVOICING:  
 Roll into Remaining Milestones  Upon Delivery  
 Other: \_\_\_\_\_

Customer's Name: Sumner Jones  
 Customer's Signature: [Signature] Date Submitted: 9-26-23

NOTES: Customer requested to add (1) IAS

# Resolution

Number 23-1235

Adopted Date September 26, 2023

## AUTHORIZE ACCEPTANCE OF QUOTE FROM MOBILCOMM ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm will replace rectifier and batteries at Manchester Tower site for Warren County Telecom, as indicated on the attached quote; and

NOW THEREFORE BE IT RESOLVED, to accept the attached quote from Mobilcomm on behalf of Warren County Telecommunications for replacement of rectifier and batteries at Manchester Tower Site; as attached hereto and 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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mobilcomm  
Telecom (file)







1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

**PROPOSAL FOR: Warren County Telecommunications**

**ADDRESS:** 500 Justice Dr  
**CITY, STATE, ZIP:** Lebanon, Oh 45036

**SYSTEM #:** 4655  
**SALES TAX:** N  
**DATE:** 9/7/2023  
**EXPIRES:** 30 Days  
**REV:**

**ATTENTION:** Paul Kindell  
**E-MAIL:** paul.kindell@wcoh.net  
**TELEPHONE:** Paul: 513-925-1318

**SALES REP:** Dave Nieman  
**TELEPHONE:** 513-595-5945  
**E-MAIL:** dnieman@mobilcomm.com

**QUOTE #:**  
**PREPARED BY:** Rick Swain  
**TELEPHONE:** 513-595-5864  
**E-MAIL:** rswain@mobilcomm.com

**DESCRIPTION:** New Battery Power Plant & 4 Battery Strings to Operate the WC Manchester P25 Subsite During Power Disruption Until Generator Spool up.

Scope of Work  
Terms & Conditions

**Note: Do Not Order from this proposal.  
Customer/Design Review required prior to placing an order.**

100 % Payable to Mobilcomm upon Completion \$28,662.56  
Sales Tax is Not Included:  
Total Payable to Mobilcomm: \$28,662.56

ACCEPTED BY: Shannon Jones PO #: \_\_\_\_\_  
PRINT NAME: Shannon Jones DATE: 9-26-23

**APPROVED AS TO FORM**

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



<b>TERMS/CONDITIONS for:</b>	Warren County Telecommunications
<b>Description of Work:</b>	New Battery Power Plant & 4 Battery Strings to Operate the WC
<b>Proposal By:</b>	Rick Swain

Item Description	Details - Please contact Rick Swain for questions or clarification of this document.	Mobilcomm	Customer	Other
<b>Owner Responsibilities</b>	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
<b>Assumptions</b>	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
<b>Proposal</b>	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
<b>Purchase Orders</b>	Purchase Orders, if required, must be included with the signed copy of this quotation.			
<b>Confidential</b>	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
<b>Liability &amp; Damages</b>	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			
<b>Maintenance Agreement</b>	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
<b>Manufacturer's Warranty</b>	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
<b>Returns</b>	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in its original packaging, within fifteen (15) days after shipment.			
<b>Payment Terms &amp; Tax</b>	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
<b>Acceptance</b>	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			

# Resolution

Number 23-1236

Adopted Date September 26, 2023

## AUTHORIZE ACCEPTANCE OF QUOTE FROM MOBILCOMM ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm will replace rectifier and batteries at Zoar Tower site for Warren County Telecom, as indicated on the attached quote; and

NOW THEREFORE BE IT RESOLVED, to accept the attached quote from Mobilcomm on behalf of Warren County Telecommunications for replacement of rectifier and batteries at Zoar Tower Site; as attached hereto and 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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mobilcomm  
Telecom (file)





1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

**PROPOSAL FOR: Warren County Telecommunications**

**ADDRESS:** 500 Justice Dr.  
**CITY, STATE, ZIP:** Lebanon, Oh 45036

**SYSTEM #:** 4655  
**SALES TAX:** N  
**DATE:** 9/7/2023  
**EXPIRES:** 30 Days  
**REV:**

**ATTENTION:** Paul Kindell  
**E-MAIL:** paul.kindell@wcoh.net  
**TELEPHONE:** Paul: 513-925-1318

**SALES REP:** Dave Nieman  
**TELEPHONE:** 513-595-5945  
**E-MAIL:** dnieman@mobilcomm.com

**QUOTE #:**  
**PREPARED BY:** Rick Swain  
**TELEPHONE:** 513-595-5864  
**E-MAIL:** rswain@mobilcomm.com

**DESCRIPTION:** New Battery Power Plant & 4 Battery Strings to Operate the WC  
Zoar P25 Subsite During Power Disruption Until Generator Spool  
up.

Scope of Work  
Terms & Conditions

**Note: Do Not Order from this proposal.**  
**Customer/Design Review required prior to placing an order.**

50 % Payable to Mobilcomm upon receipt of Order	\$14,331.28
30 % Payable to Mobilcomm upon receipt of Equipment	\$8,598.77
20 % Payable to Mobilcomm upon Completion	\$5,732.51
Sales Tax is Not Included:	
<b>Total Payable to Mobilcomm:</b>	<b>\$28,662.56</b>

ACCEPTED BY: *Shannon Jones* PO #: Req 232574

PRINT NAME: Shannon Jones DATE: 9-20-23

**APPROVED AS TO FORM**

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





TERMS/ CONDITIONS for: Description of Work: Proposal By:	Warren County Telecommunications New Battery Power Plant & 4 Battery Strings to Operate the WC Rick Swain
--	---

Item Description	Details - Please contact Rick Swain for questions or clarification of this document	Mobilcomm	Customer	Other
<b>Owner Responsibilities</b>	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
<b>Assumptions</b>	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
<b>Proposal</b>	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
<b>Purchase Orders</b>	Purchase Orders, if required, must be included with the signed copy of this quotation.			
<b>Confidential</b>	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
<b>Liability &amp; Damages</b>	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed. In no event will Mobilcomm be liable for incidental or consequential damages			
<b>Maintenance Agreement</b>	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
<b>Manufacturer's Warranty</b>	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
<b>Returns</b>	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in it's original packaging, within fifteen (15) days after shipment.			
<b>Payment Terms &amp; Tax</b>	If sales tax is not included, this is indicated on the proposal Final payment is due within thirty (30) days after completion of the project Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
<b>Acceptance</b>	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			

# Resolution

Number 23-1237

Adopted Date September 26, 2023

## AUTHORIZE ACCEPTANCE OF QUOTE FROM MOBILCOMM ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm will provide new batteries and installation for new power plant at Hatfield Tower site for Warren County Telecom, as indicated on the attached quote; and


NOW THEREFORE BE IT RESOLVED, to accept the attached quote from Mobilcomm on behalf of Warren County Telecommunications for supply and install site batteries at Hatfield Tower Site; as attached hereto and 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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mobilcomm  
Telecom (file)





1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

PROPOSAL FOR: Warren County Telecommunications

ADDRESS: 500 Justice Dr.

CITY, STATE, ZIP: Lebanon, Oh 45036

SYSTEM #: 4655

SALES TAX: N

DATE: 9/5/2023

EXPIRES: 30 Days

REV:

ATTENTION: Paul Kindell

E-MAIL: [paul.kindell@wcoh.net](mailto:paul.kindell@wcoh.net)

TELEPHONE: Paul: 513-925-1318

SALES REP: Dave Nieman

TELEPHONE: 513-595-5945

E-MAIL: [dnieman@mobilcomm.com](mailto:dnieman@mobilcomm.com)

QUOTE #:

PREPARED BY: Rick Swain

TELEPHONE: 513-595-5864

E-MAIL: [rswain@mobilcomm.com](mailto:rswain@mobilcomm.com)

DESCRIPTION: Install new customer supplied Power Plant at Hatfield Rd Tower Site. Supply and install new site batteries.

Scope of Work  
Terms & Conditions

0 % Payable to Mobilcomm upon receipt of Order  
0 % Payable to Mobilcomm upon receipt of Equipment  
0 % Payable to Mobilcomm upon Completion

Sales Tax is Not Included:

Total Payable to Mobilcomm:

\$11,010.60

ACCEPTED BY: *Shannon Jones*

Req 232573

PO #: \_\_\_\_\_

PRINT NAME: Shannon Jones

DATE: 9-26-23

APPROVED AS TO FORM

*Adam M. Nice*

Adam M. Nice  
Asst. Prosecuting Attorney



<b>TERMS / CONDITIONS for:</b>	Warren County Telecommunications
<b>Description of Work:</b>	Install new customer supplied Power Plant at Hatfield Rd Tower
<b>Proposal By:</b>	Rick Swain

Item Description	Details - Please contact Rick Swain for questions or clarification of this document	Mobilcomm	Customer	Other
<b>Owner Responsibilities</b>	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
<b>Assumptions</b>	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
<b>Proposal</b>	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
<b>Purchase Orders</b>	Purchase Orders, if required, must be included with the signed copy of this quotation.			
<b>Confidential</b>	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
<b>Liability &amp; Damages</b>	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			
<b>Maintenance Agreement</b>	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
<b>Manufacturer's Warranty</b>	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
<b>Returns</b>	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in its original packaging, within fifteen (15) days after shipment.			
<b>Payment Terms &amp; Tax</b>	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
<b>Acceptance</b>	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			

# Resolution

Number 23-1238

Adopted Date September 26, 2023

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Appropriation Adj. file  
County Court (file)  
Workforce Investment Board (file)

September 15, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2283

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

\$1000.00      from    #22831280-5210      (Materials & Supplies)  
                  into    #22831280-5911      (Nontax Meal Fringe)

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

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

Resolution adopted this 19th day of September 2023.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adjustment file  
County Court (file)

*Tina Osborne*

*To be ratified  
a/26/23 meeting*



September 15, 2023

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE INVESTMENT  
Board FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000 from #22385800-5317 (WIB – Non Capital Purchase)  
\$3,000 into #22385800-5840 (WIB – Unemployment)

M \_\_\_\_\_ moved for adoption of the foregoing resolution, being seconded by  
M \_\_\_\_\_. Upon call of the roll, the following vote resulted:

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

Resolution adopted this day of 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental App file  
Appropriation Adj file  
WIB (file)

*Tina Osborne*  
*To Be Ratified. 9/26/23*  
*meeting*

# Resolution

Number 23-1239

Adopted Date September 26, 2023

## ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 9/19/23 and 9/22/23 as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-1240

Adopted Date September 26, 2023

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SECTION TEN, PHASE C SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

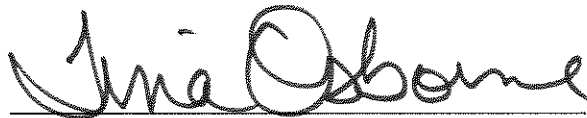
Bond Number	:	23-010 (P/S)
Development	:	Shaker Run Section Ten, Phase C
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$61,256.00
Surety Company	:	RLI Insurance Company (CMS0354781)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES**  
(including Sidewalks)

Security Agreement No.

23-010 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Shaker Run Subdivision, Section/Phase Ten C (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$230,725.15, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$47,120.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$61,256.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$46,145.03 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Grand Communities, LLC

3640 Olympic Blvd Suite 400

Erlanger KY 41018

Ph. ( ) -

D. To the Surety:

RLI Insurance Company

9025 N Lindbergh Drive

Peoria, IL 61615

Ph. (309) 692 - 1000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

\_\_\_ Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

\_\_\_ Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)

\_\_\_ Original Escrow Letter (attached)

X Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

\_\_\_ Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**



17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

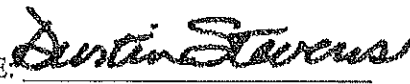
**DEVELOPER:**

**SURETY:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Dave Stroup

PRINTED NAME: Dustin Stevens

TITLE: VP of Land Development

TITLE: Attorney in Fact

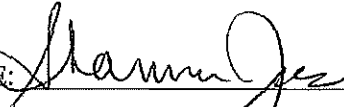
DATE: 9/14/23

DATE: 09/12/2023

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-1240, dated 9-26-23.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Shanna Jones

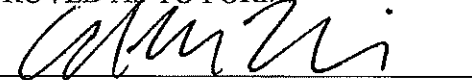
TITLE: President

DATE: 9-26-23

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. CMS0354781

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Grand Communities, LLC

Obligee: Warren County Board of Commissioners

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of January, 2021.



RLI Insurance Company  
Contractors Bonding and Insurance Company

Barton W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

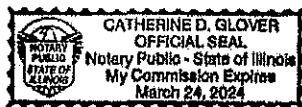
On this 21st day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 14th day of September, 2023.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



# Resolution

Number 23-1241

Adopted Date September 26, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION 10, PHASE C, SITUATED IN TURTLECREEK TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	23-011 (W/S)
Development	:	Shaker Run Subdivision, Section 10, Phase C
Developer	:	Grand Communities, LLC.
Township	:	Turtlecreek
Amount	:	\$8,344.02
Surety Company	:	RLI Insurance Company (CMS0354780)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Randy Acklin, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018  
RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

23-011 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC  
\_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Shaker Run **Subdivision, Section/Phase Ten C** (3) (hereinafter the "Subdivision") situated in  
\_\_\_\_\_ (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$83,440.22,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\_\_\_\_\_; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security  
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved  
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements  
in accordance with Warren County subdivision regulations and to require all Developers to post security in  
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$0.00 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of     \$8,344.02     to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

3640 Olympic Blvd Suite 400

Erlanger, KY 41018

Ph. ( ) -



D. To the Surety:

RLI Insurance Company

9025 N. Lindbergh Drive

Peoria, IL 61615

Ph. ( 309 ) 692 - 1000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

\_\_\_\_\_ **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

\_\_\_\_\_ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

\_\_\_\_\_ **Original Escrow Letter** (attached)

X  **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

\_\_\_\_\_ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Dave Strop

TITLE: VP of Land Development

DATE: 9/14/23

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Dustin Stevens

TITLE: Attorney in Fact

DATE: 09/12/2023

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-1241, dated 9-26-23.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 9-26-23

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

**Know All Men by These Presents:**

Bond No. CMS0354780

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Grand Communities, LLC

Obligee: Warren County Board of Commissioners

**RLI Insurance Company and Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of January, 2021.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 21st day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 14th day of September, 2023.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



# Resolution

Number 23-1242

Adopted Date September 26, 2023

## APPROVE VARIOUS RECORD PLATS

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

- Waterstone Section 21 Replat – Deerfield Township
- Shaker Run Section 10, Phase C Final Plat – Turtlecreek Township

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1243

Adopted Date September 26, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO FACILITIES MANAGEMENT  
FUND #11011600

BE IT RESOLVED, to approve the following supplemental appropriation:


\$250,000.00 into #11011600-5430 (Utilities)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Facilities Management (file)

# Resolution

Number 23-1244

Adopted Date September 26, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS FUND  
2217

BE IT RESOLVED, to approve the following supplemental appropriation:

\$140,000 into #22171300-5317 (Non-Capital Purchases)

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Supplemental Appropriation file  
Board of Elections (file)

# Resolution

Number 23-1245

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation leave for Richard Johnson former employee of Facilities Management:

\$13,231.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)  
into #11011600-5882 (Facilities Management - Vacation Leave Payout)

\$6,625.00 from #11011110-5881 (Commissioners - Sick Leave Payout)  
into #11011600-5881 (Facilities Management - Sick Leave Payout)

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Facilities Management (file)  
OMB



# Resolution

Number 23-1246

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
GENERAL FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$8,000.00	from	11011223-5102	(Regular Salaries)
	into	11011223-5210	(Material and Supplies)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1247

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS PROBATION  
SUPERVISION FUND 2227

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 1,500.00	from	BUDGET-BUDGET 22271220-5400	(Purchased Services)
	into	BUDGET-BUDGET 22271220-5910	(Other Expenses)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-1248

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS COURT  
FUND 11011230

BE IT RESOLVED, to approve the following appropriation adjustment:


\$6,012.00	from	11011230-5910	(Dom Other Expenses)
	into	11011230-5317	(Dom Rel Non Capital Purchases)

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Domestic Relations (file)

# Resolution

Number 23-1249

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS COURT  
FUND 11011230

BE IT RESOLVED, to approve the following appropriation adjustment:

\$700.00      from    11011230-5910      (Other Expenses)  
                 into    11011230-5370 (      Software Non Data Board)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Domestic Relations (file)

# Resolution

Number 23-1250

Adopted Date September 26, 2023

## APPROVE APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT #11011600

BE IT RESOLVED, to approve the following appropriation adjustments:

\$37,494.00	from #11011600-5310	(Vehicles Capital Outlay)
	into #11011600-5400	(Purchased Services)
\$ 5,000.00	from #11011600-5318	(Data BD Approv Non Cap)
	into #11011600-5400	(Purchased Services)
\$ 787.78	from #11011600-5370	(Software Non Data Board)
	into #11011600-5400	(Purchased Services)
\$ 2,000.00	from #11011600-5850	(Training/Education)
	into #11011600-5400	(Purchased Services)
\$13,230.89	from #11011600-5320	(Capital Purchase)
	into #11011600-5882	(Vacation Leave Payout)
\$ 6,769.11	from #11011600-5320	(Capital Purchase)
	into #11011600-5881	(Sick Leave Payout)

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Facilities Management (file)

# Resolution

Number 23-1251

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY CONSTRUCTION  
PROJECTS FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$225,000.00 from #44673730-5320 (Capital Purchase)  
into #44673730-5317 (Non Capital Purchase)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Facilities Management (file)

# Resolution

Number 23-1252

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,810.00      from    #11012300-5370      (Software Non Data Board)  
                         into    #11012300-5318      (Data Board Approval)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc:    Auditor  \_\_\_\_\_  
         Appropriation Adjustment file  
         Building/Zoning (file)

# Resolution

Number 23-1253

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from 22023120-5400 (Purchased Services)  
into 22023120-5421 (Rent or Lease)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)



# Resolution

Number 23-1254

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/  
EMERGENCY MANAGEMENT FUND #2264

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,300.00      from    #22642800 5318      (Data Bd. Appr. Non-Capital Purchase)  
                         into    #22642800 5317      (Non-Capital Purchase)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc:    Auditor   
         Appropriation Adjustment file  
         Emergency Services (file)

# Resolution

Number 23-1255

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$92,000.00 from #44923814-5320 (Capital Purchases)  
into #44923814-5370 (Software Non Data Bd.)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1256

Adopted Date September 26, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,600.00    from    #44923823-5320    (Capital Purchases)  
                  into    #44923823-5400    (Purchased Services)

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:    Auditor ✓  
          Appropriation Adj. file  
          Telecom (file)

# Resolution

Number 23-1257

Adopted Date September 26, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc:

Commissioners' file

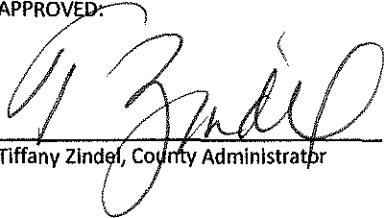
**REQUISITIONS**

Department	Vendor Name	Description	Amount
WAT	INSITUFORM TECHNOLOGIES LLC	SEW WAYNESVILLE COLLECTION SYS	\$ 424,820.00 Bid Project
TEL	MOBILCOMM INC	TEL MOBILCOMM NEW BATTERIES AN	\$ 11,010.60
TEL	MOBILCOMM INC	TEL MOBILCOMM REPLACE RECTIFIE	\$ 28,662.56
TEL	MOBILCOMM INC	TEL MOBILCOMM REPLACE RECTIFIE	\$ 28,662.56
TEL	MISSION CRITICAL PARTNERS LLC	TEL - CONFIGURE PUBLIC SAFETY	\$ 94,312.00 Sole Source
GRA	JK MEURER CORP	GRA - FY23 UNION TWP-HIGHLAND	\$ 57,024.00 Bid Project
GRA	BILL STRANGE & SONS	FY21 MORROW TRAIN DEPOT ROOF & WINDOWS	\$ 49,750.00 Bid Project
GRA	BILL STRANGE & SONS	FY21 MORROW TRAIN DEPOT PLUMBING	\$ 29,349.00 Bid Project
GRA	BILL STRANGE & SONS	FY21 MORROW TRAIN DEPOT GENERAL CONTRACTOR	\$ 49,995.00 Bid Project
GRA	ARROWHEAD HEATING & COOLING	FY 21 MORROW TRAIN DEPOT HVAC	\$ 26,000.00 Bid Project
GRA	KRAUSE ELECTRIC	FY 21 MORROW TRAIN DEPOT ELECTRIC	\$ 42,471.00 Bid Project

**PO CHANGE ORDERS**

Department	Vendor Name	Description	Amount
TEL	LOCUTION SYSTEMS INC	RFP LOCUTION AUTOMATED VOICE DISPATCH	\$ 795.00 INCREASE

9/26/2023 APPROVED:



Tiffany Zindel, County Administrator

# Resolution

Number 23-1258

Adopted Date September 26, 2023

## INCREASE RECORDER TECHNOLOGY FUND FEES

WHEREAS, in 2014 the Warren County Recorder requested, and the Board of Commissioners approved, the creation of a Technology Fund as allowed under ORC 317.321 to divert computer/software expenses required by the Recorder away from the County's general fund; and

WHEREAS, the fee per document was established in 2014 at \$3.25; and

WHEREAS, a written request was presented to the Office of Management and Budget by the Warren County Recorder to raise the fee due to reduced Technology Fund balances because of a reduction in recordings and continued technology needs; and

NOW THEREFORE BE IT RESOLVED, to raise the Technology Fund fee per document to \$5.00 effective October 1, 2023.

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

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

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

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Recorder (file)  
OMB

# Resolution

Number 23-1259

Adopted Date September 26, 2023

APPROVE APPOINTMENT OF SUSAN WALTHER TO THE POSITION OF DEPUTY COUNTY ADMINISTRATOR

WHEREAS, it is the desire of this Board to appoint Susan Walther to the position of Deputy County Administrator; and

NOW THEREFORE BE IT RESOLVED, to approve the appointment of Susan Walther to the position of Deputy County Administrator, unclassified, full-time permanent, exempt status, Pay Range C, \$4,807.69 bi-weekly, effective October 16, 2023; and

BE IT FURTHER RESOLVED, in the absence of the County Administrator, as Deputy County Administrator, Susan Walther, will represent the Board of County Commissioners as the Acting County Administrator.

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners' file  
S. Walther's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-1260

Adopted Date September 26, 2023

APPROVE AND AUTHORIZE THE WARREN COUNTY SOLID WASTE DISTRICT TO SUBMIT A 2024 MARKET DEVELOPMENT GRANT TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY ON BEHALF OF ECO DEVELOPMENT, LLC

WHEREAS, Eco Development, LLC, based in Mason, Ohio, desires to submit a Market Development grant application to the Ohio EPA to further its expanded polystyrene program, and

BE IT RESOLVED, to approve and authorize the Warren County Solid Waste District to submit a 2024 Market Development Grant to the Ohio Environmental Protection Agency on behalf of Eco Development, LLC, Mason, Ohio, and

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

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 26<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Solid Waste District (file)  
OGA



# Resolution

Number 23-1261

Adopted Date September 26, 2023

DETERMINE TO DELIBERATE IN PRIVATE ON DECISION RELATIVE TO THE SITE PLAN REVIEW APPLICATION FOR SHAKER WOODS IN TURTLECREEK TOWNSHIP

WHEREAS, the Board met on August 8, 2023, August 24, 2023, and again this 26<sup>th</sup> day of September 2023, to consider the site plan review application of Shaker Woods in Turtlecreek Township; and

WHEREAS, upon completion of the hearing, the Board closed the public hearing and stated their desire to deliberate in private on a decision; and

NOW THEREFORE BE IT RESOLVED, that this Board will deliberate in private to determine a decision relative to the site plan review application for Shaker Woods in Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Clerk will schedule a date and time on the agenda when action will be taken regarding the decision.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: RZC  
RPC  
Hearing file  
Township Trustees