

Resolution

Number 23-1293

Adopted Date October 10, 2023

APPROVE PAY INCREASE FOR JEREMY TURNMIRE WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Jeremy Turnmire obtained an Ohio EPA interim laboratory certification; and

WHEREAS, the training and interim certification enables Mr. Turnmire to collect water samples and complete the testing of Fluoride, Chlorine, pH, Alkalinity, and Hardness for Ohio EPA regulatory reporting purposes; and

WHEREAS, pursuant to Water and Sewer Work Rule number 3.2, employees maintaining an Ohio EPA laboratory certification are entitled to a five (5) percent increase; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Jeremy Turnmire within the Water and Sewer Department, at \$25.24 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
J. Turnmire's Personnel File
OMB – Sue Spencer

Resolution

Number 23-1294

Adopted Date October 10, 2023

HIRE AUSTIN PRICE AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

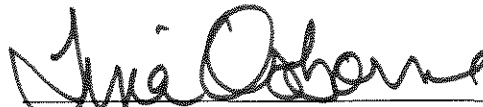
BE IT RESOLVED, to hire Austin Price as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 16, 2023, at a starting rate of \$19.41 per hour, subject to a negative background check and 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
A. Price's Personnel file
OMB- Sue Spencer

Resolution

Number 23-1295

Adopted Date October 10, 2023

ACCEPT RESIGNATION OF DALTON WOODSON, CONTROL SYSTEMS TECHNICIAN II, WITHIN WARREN COUNTY WATER AND SEWER DEPARTMENT EFFECTIVE OCTOBER 13, 2023

BE IT RESOLVED, to accept the resignation of Dalton Woodson, Control Systems Technician II, within Warren County Water and Sewer Department, effective October 13, 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
D. Woodson's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-1296

Adopted Date October 10, 2023

AUTHORIZE THE POSTING OF THE "CONTROL SYSTEMS TECHNICIAN I" 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 "Control Systems Technician I" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Control Systems Technician I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 3, 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 23-1297

Adopted Date October 10, 2023

ACCEPT RESIGNATION OF ANDREW BOLIN, ASSESSMENT INVESTIGATIVE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE NOVEMBER 1, 2023

BE IT RESOLVED, to accept the resignation, of Andrew Bolin, Assessment Investigative Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective November 1, 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-1298

Adopted Date October 10, 2023

AUTHORIZE THE POSTING OF THE "WATER TREATMENT TECHNICIAN OR WATER TREATMENT PLANT OPERATOR" WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists an opening for a "Water Treatment Technician or Water Treatment Plant Operator" position depending on qualifications within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Treatment Technician or Water Treatment Plant Operator" 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 29, 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)
OMB-Sue Spencer

Resolution

Number 23-1299

Adopted Date October 10, 2023

AUTHORIZE THE POSTING FOR ADMINISTRATIVE ASSISTANT POSITION, WITHIN THE GRANTS/SOLID WASTE DEPARTMENT IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the Administrative Assistant position within the Grants/Solid Waste Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Assistant" 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 October 3, 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: OGA (file)
OMB Sue Spencer

Resolution

Number 23-1300

Adopted Date October 10, 2023

APPROVE AND AUTHORIZE THE DIRECTOR OF THE WARREN COUNTY OFFICE OF GRANTS ADMINISTRATION TO APPLY FOR THE HEALTHY AGING GRANT ON BEHALF OF THE SENIOR SERVICES ADVISORY COMMITTEE

WHEREAS, the Senior Services Advisory Committee desires to submit a Healthy Aging grant application to the Ohio Department of Aging, and

BE IT RESOLVED, to approve and authorize the Director of the Warren County Office of Grants Administration to submit and application for a Healthy Aging Grant to the Ohio Department of Aging, 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Elderly Services (file)
OGA (file)

Resolution

Number 23-1301

Adopted Date October 10, 2023

ENTER INTO A RENEWAL AGREEMENT WITH SOUND COMMUNICATIONS, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into a renewal agreement with Sound Communications, Inc. to approve quote for Renewal of Verint v15 Media Recorder for Public Safety and 911 recording 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Sound Communications, Inc
Telecom (file)

Annual Maintenance & Support Coverage Offer & Acceptance



Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Sound Communications, Inc., is pleased to provide this renewal of Maintenance & Support Coverage on your Verint v15 Recording system at the level shown below. To maintain your coverage with no lapses, we must receive your Renewal via fax, email, or standard mail, by no later than midnight of the date shown. In addition, Payment must be received by no later than 10 days after the renewal date, or coverage may lapse. If you would like to discuss other coverage options, or are considering a change to service on a time and materials basis please contact us at the number shown above. Our current support rates are shown below. Please be aware that customers covered by an Annual Maintenance & Support plan always receive priority queuing for support requests. In addition, guaranteed response times are only offered in conjunction with maintenance and support agreements. Please refer to the accompanying current Terms & Conditions document for more information.

Customer Name:	Warren County 911	Phone:	513-695-1318
Billing Contact Name:	Paul Kindell	E-Mail:	paul.kindell@wcooh.net
Billing Address:	500 Justice Drive Lebanon, Ohio 45036		
System Location (if different):			
Coverage Dates:	12/01/2023 to 11/30/2024	System Identifier:	v15 DC-3509

Plan Level: Enhanced
Plan Cost: \$38,553.40

This Offer extended on behalf of Sound Communications, Inc., by:


James Jacobs, CFO

By my signature below, I affirm that I am authorized to accept, and do accept, this Offer on behalf of my organization. We agree to the payment terms as outlined in the Terms & Conditions.

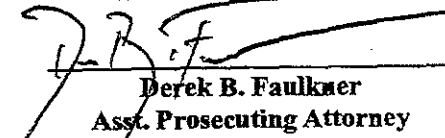
Signature:  Date: 10-10-23

(if different from Billing Contact above, please provide new information below)

PO#:

Billing Contact (if different)		System Supervisor		SCI Hourly Support Rates as of: 1/1/2020			
Name:					Business	After-hours	Weekend & Holiday
Phone:				Phone	\$105.00	\$145.00	\$230.00
Fax:				Remote Access	\$125.00	\$175.00	\$260.00
Email:				In-House	\$115.00	\$160.00	\$245.00
Cell (optional):				Onsite	\$185.00	\$265.00	\$350.00
				Trip Charge	\$150.00	\$200.00	\$250.00

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney



Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123
 Phone: 800-556-8556 Fax: 614-875-8179
www.soundcommunications.com

Annual Maintenance & Support Coverage: Enhanced Plan

Item	Description	Price
Verint v15.2 DC-3509	Two 6000 Platform Recording Server (svr6kh1-REC) for V15 Software	
	Two Add on Media Storage 3x960GB SSD, SanDisk (RAID 5, SSD-SD3R5)	
	Two AudioCodes LD Card 24 analog Ports (PCI-e)	
	Two Verint v15.2 Public Safety Recording Server Software & Integration - Production	
	90 Conversion from AL 5.x - Audiolog Operational Recording (per Audiolog Seat) to Verint Public Safety Call Recording (Channel based)	
	512 Upgrade from AL 5.x - Trunked Radio Talkgroup to Verint Public Safety Named Radio Talkgroup	
	16 Conversion from AL5.x Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel Based)	
	4 Customer Furnished Equipment - Licensing and Implementation	
	24 Verint v15.2 Public Safety Call Recording License	
	One AudioCodes LD Card 24 analog Ports (PCI-e)	

Annual Enhanced Maintenance & Support Total

\$68,568.40

Enhanced Plan provides for repair or replacement of covered system hardware; standard service pack releases; emergency software patches and software upgrades (remote, business-hours services to deploy upgrades are included; after-hours and/or onsite services may be billable); and phone/remote/onsite support during Extended Business Hours (Monday-Friday, 8:00am-8:00pm ET). SCI shall use its best efforts to initiate response within (1) hour for Emergency issues and on the same business day for Non-Emergency issues reported during Regular Business Hours. SCI shall use its best efforts to initiate response within (2) hours for Emergency issues, and by the next business day for Non-Emergency issues reported outside of Regular Business Hours. Support outside of Extended Business Hours (e.g. after-hours) may be provided for the Customer's convenience but is not guaranteed. If after-hours or move/add/change support is requested by the Customer and provided by SCI, SCI may charge for such support on a time and materials basis (based on SCI's discounted labor rates and the charge waiver for customers under maintenance), and Customer agrees to pay such charges. For complete service contract provisions, refer to the "Maintenance & Support Agreement: Terms & Conditions, Service and Support Guide and Priority & Response Times.

Resolution

Number 23-1302

Adopted Date October 10, 2023

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH STEPHEN J. BATCHA FOR THE WILMINGTON ROAD LARGE CULVERT REPLACEMENT PROJECT

WHEREAS, in order to improve the safety of Wilmington Road, a large culvert replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #13-17-100-007 which is owned by Stephen J. Batcha, grantor; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent drainage easement from the property owner; and

WHEREAS, the land for the exclusive and permanent drainage easement is as follows:

Exclusive and Permanent Drainage Easement –Exhibit “A” – 0.040 acres

WHEREAS, the negotiated price for the exclusive and permanent drainage easement is \$2,525.00; and

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent drainage easement, copies of which are attached hereto and made a part hereof, with Stephen J. Batcha, for Wilmington Road Large Culvert Replacement Project for the sum of \$2,525.00.

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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Batcha, Stephen J.
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #13-17-100-007 (Pt.)**

ARTICLES OF AGREEMENT

This Agreement is entered into the date stated below by Stephen J. Batcha, whose tax mailing address is 3343 Wilmington Road, Lebanon, Ohio 45036 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary and exclusive permanent drainage easement for the Wilmington Road Large Culvert #7-2.445 Replacement Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of Two Thousand Five Hundred Twenty Five Dollars (\$2,525.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent drainage easement for the purpose of constructing and maintaining the necessary project improvements, in, on, over and under lands situated in Section 17, Town 5, Range 3, Turtlecreek Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION
See Exhibit "A" for Legal Description.
See Exhibit "B" for Exhibit.

The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

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

Grantors waives an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

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GRANTOR

IN EXECUTION WHEREOF, Stephen J. Batcha, the Grantor herein, who consents hereto, has hereunto set his hands on the date stated below.

Grantor:

SIGNATURE: 

PRINTED NAME: Stephen J. Batcha

DATE: 9/29/23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 29 day of SEPTEMBER, 20 23, before me, the subscriber, a Notary Public in and for said state, personally came individual known or proven to me to be Stephen J. Batcha, the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027
Recorded in
Warren County

Notary Public: 
My commission expires: 02/06/2027

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GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-1302, dated 10-10-23

Grantee:
Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 10-10-23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 10 day of October, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: Krystal Lynn Powell
My commission expires: July 15, 2026

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Adam Nice

Adam Nice, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1325
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com



KRYSTAL LYNN POWELL
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2021-RE-834388
My Commission Expires July 15, 2026

Stephen J. Batcha
Permanent Drainage Easement – 1D
For Wilmington Road Large Culvert Replacement Project
(Culvert No. 7-2.445)
PIN #13-17-100-007 (Pt.)

Situated in Section 17, Town 5, Range 3, Turtlecreek Township, Warren County, State of Ohio, along the south side of Wilmington Road (also known as County Road 7) being part of a 3.086 acre tract, Lot Number 1 of the Blossom Hills Record Plat recorded in Plat Book 21, Page 60 and conveyed to Stephen J. Batcha, Grantor, by deed as recorded in Official Record 4436, Page 143 in the Warren County Recorder's Office being more particular described as follows:

Commencing at a property pin located at the Grantor's southwest boundary corner, also being a boundary corner of a 6.5552 acre tract, Lot Number 5 of said Blossom Hills Record Plat and conveyed to Noble L. and G. Madison Rye, Document Number 2018-018022;

Thence along the Grantor's westerly boundary line and the easterly boundary line of said 6.5552 acre tract North 00 degrees 00 minutes 00 seconds East 688.50 feet to a point in the Grantor's westerly boundary line, being the TRUE POINT OF BEGINNING of this description;

Thence continuing along the said boundary line North 00 degrees 00 minutes 00 seconds East 41.50 feet, passing a found damaged iron pin at 21.50 feet, to the Grantor's northwest boundary corner, also being a point in the existing southerly right-of-way line of Wilmington Road (CR 7);

Thence along the said right-of-way line South 89 degrees 51 minutes 58 seconds East 42.00 feet to a point in the new permanent drainage easement line;

Thence along the said easement line South 00 degrees 00 minutes 00 seconds West 41.50 feet to a point;

Thence continuing along the said easement line North 89 degrees 51 minutes 58 seconds West 42.00 feet to a point in the Grantor's westerly boundary line, being THE POINT OF BEGINNING containing 0.040 acres (1,743 s.f.), more or less.

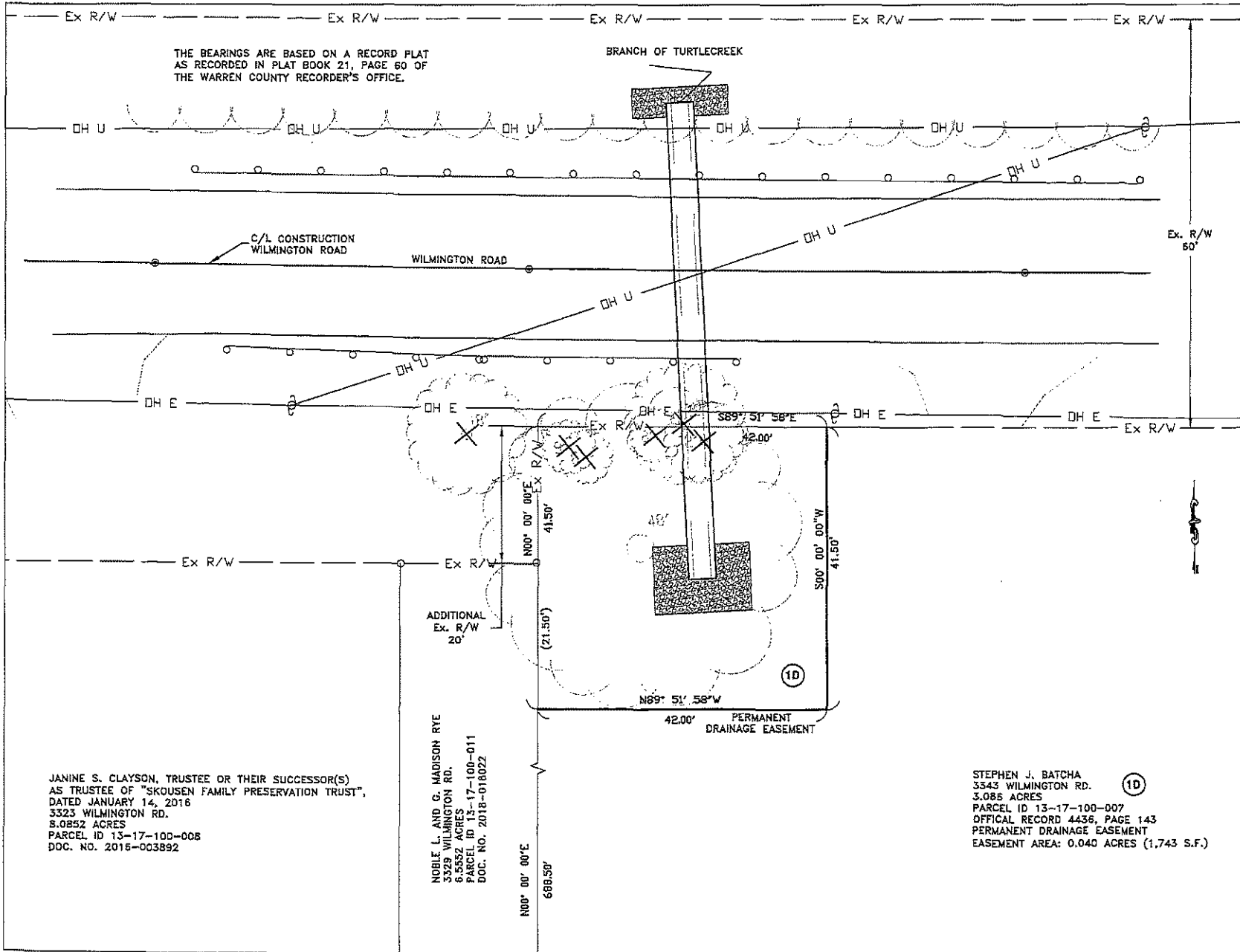
The bearings for this description are based on the Record Plat as recorded in Plat Book 21, Page 60 of the Warren County Recorder's Office.

This legal description was prepared based on the Blossom Hills Record Plat as recorded in Plat Book 21, Page 60 of the Warren County Recorder's Office, and on a survey that was completed by the Warren County Engineer's Office in April of 2023 for the Wilmington Road Large Culvert Replacement Project (Culvert No. 7-2.445). This legal description and the said survey were completed under the direction and supervision of Roy G. Henson (Ohio Registered Surveyor No. 8554) of the Warren County Engineer's Office, 210 W. Main Street, Lebanon, Ohio.



Roy G. Henson
8/3/23

EXHIBIT "B"



Warren County Engineer's Office
Fred S. Bunkley, P.E., P.S.
Warren County Engineer

210 W. Main Street
Lebanon, Ohio 45036
513 895 7301 Phone
513 895 7714 Fax

PROPOSED EASEMENT - EXHIBIT "B"

SECTION 17, TOWN 5, RANGE 3
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO

SCALE 1" = 20'	DATE 08/02/2025	CHECKED BY DMB	FILE LARGE CLIPPER'S 1-2-145
DRAWN BY LKS			
PROJECT NO. 0007-2445			
DRAWING TITLE			

Resolution

Number 23-1303

Adopted Date October 10, 2023

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

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

21 TASERS

Serial Numbers: X1200DYED, X12009008, X1200908C, X12008Y3W, X12008Y4A, X12009065, X12009055, X1200904Y, X1200901N, X1200904R, X1200901P, X1200901F, X12009015, X12009033, X12008Y46, X12008Y4E, X1200H7NM, X1200EWY3, X1200901N, X12009064, X1200EVHF

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

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

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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
B. Quillen – Auditor's Office

Resolution

Number 23-1304

Adopted Date October 10, 2023

ACKNOWLEDGE RECEIPT OF SEPTEMBER 2023 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the September 2023 County Financial Statement for Funds #1101 through #6650; 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2023 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	82,066,942.00	18,710,031.98	7,991,333.27	92,785,640.71	546,633.34	93,332,274.05
2201	SENIOR CITIZENS SERVICE LEVY	4,873,614.75	3,445,554.78	38,223.13	8,280,946.40	0.00	8,280,946.40
2202	MOTOR VEHICLE	10,185,558.76	1,157,228.32	1,495,622.80	9,847,164.28	27,093.78	9,874,258.06
2203	HUMAN SERVICES	1,161,505.68	432,791.83	427,908.07	1,166,389.44	6,000.08	1,172,389.52
2204	COVID19 EMERGENCY RENTAL ASSIS	4,586,791.86	0.00	0.00	4,586,791.86	0.00	4,586,791.86
2205	BOARD OF DEVELOPMENTAL DISABIL	29,615,288.63	6,702,218.81	1,808,655.73	34,508,851.71	170,923.76	34,679,775.47
2206	DOG AND KENNEL	608,987.31	8,298.83	40,557.40	576,728.74	0.00	576,728.74
2207	LAW LIBRARY RESOURCES FUND	102,849.40	24,574.90	6,882.33	120,541.97	0.00	120,541.97
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	0.01	0.00	0.00	0.01	0.00	0.01
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	19,004,610.94	0.00	3,820,393.14	15,184,217.80	7,525.00	15,191,742.80
2212	ONEOHIO OPIOID SETTLEMENT FUND	476,487.81	0.00	0.00	476,487.81	0.00	476,487.81
2215	VETERAN'S MEMORIAL	9,978.84	0.00	0.00	9,978.84	0.00	9,978.84
2216	RECORDER TECH FUND 317.321	243,230.89	8,009.50	386.01	250,854.38	0.00	250,854.38
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	642,156.47	0.00	39,007.50	603,148.97	11,975.50	615,124.47
2219	WIRELESS 911 GOVERNMENT ASSIST	452,741.45	20,705.12	22,848.07	450,598.50	0.00	450,598.50
2220	CP INDIGENT DRVR INTRLK/MONITG	11,948.42	91.57	0.00	12,039.99	0.00	12,039.99
2221	CC/MC INDIGENT DRIVER INTERLOC	125,275.20	596.88	0.00	125,872.08	0.00	125,872.08
2222	JUV INDIGENT DRIVER INTERLOCK	2,679.80	2.63	0.00	2,682.43	0.00	2,682.43
2223	PROBATE/JUVENILE SPECIAL PROJ	336,859.54	3,760.24	0.00	340,619.78	0.00	340,619.78
2224	COMMON PLEAS SPECIAL PROJECTS	174,989.70	5,410.00	1,882.00	178,517.70	1,150.00	179,667.70
2227	PROBATION SUPERVISION 2951.021	795,520.01	6,849.23	14,070.16	788,299.08	600.00	788,899.08
2228	MENTAL HEALTH GRANT	177,648.69	5,007.00	0.00	182,655.69	0.00	182,655.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,986,097.03	51,555.72	101,181.51	2,936,471.24	0.00	2,936,471.24
2231	CO LODGING ADD'L 1%	87,803.74	163,889.26	95,614.47	156,078.53	0.00	156,078.53

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	393,107.05	362,032.63	416,539.25	338,600.43	0.00	338,600.43
2233	DOMESTIC SHELTER	7,240.00	4,231.00	0.00	11,471.00	0.00	11,471.00
2237	REAL ESTATE ASSESSMENT	5,353,390.27	1,469,644.72	155,335.63	6,667,699.36	0.00	6,667,699.36
2238	WORKFORCE INVESTMENT BOARD	63,718.48	195,383.61	100,318.33	158,783.76	161,711.07	320,494.83
2243	JUVENILE GRANTS	337,225.91	0.00	2,802.50	334,423.41	502.50	334,925.91
2245	CRIME VICTIM GRANT FUND	20,872.87	2,749.84	5,069.58	18,553.13	0.00	18,553.13
2246	JUVENILE INDIGENT DRIVER ALCOH	21,484.35	73.50	0.00	21,557.85	0.00	21,557.85
2247	FELONY DELINQUENT CARE/CUSTODY	1,080,454.99	0.00	142,697.37	937,757.62	4,194.96	941,952.58
2248	TAX CERTIFICATE ADMIN FUND	27,774.23	0.00	92.00	27,682.23	0.00	27,682.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	777,643.18	28,919.14	20,566.21	785,996.11	365.37	786,361.48
2250	CERT OF TITLE ADMIN FUND	3,826,722.41	220,741.84	137,303.30	3,910,160.95	2,701.21	3,912,862.16
2251	COAP GRANT - OPIOID ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	86,036.88	30,000.00	9,450.50	106,586.38	5,078.74	111,665.12
2255	MUNICIPAL VICTIM WITNESS FUND	98,537.90	0.00	9,232.48	89,305.42	0.00	89,305.42
2256	WARREN COUNTY SOLID WASTE DIST	1,119,920.23	8,947.71	16,114.98	1,112,752.96	2,048.00	1,114,800.96
2257	OHIO PEACE OFFICER TRAINING	115,304.32	0.00	0.00	115,304.32	0.00	115,304.32
2258	WORKFORCE INVESTMENT ACT FUND	112,590.65	68,682.13	100,610.36	80,662.42	1,837.79	82,500.21
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	867,378.32	23,307.25	18,898.25	871,787.32	130.00	871,917.32
2263	CHILD SUPPORT ENFORCEMENT	1,874,127.74	369,779.49	319,881.07	1,924,026.16	1,614.50	1,925,640.66
2264	EMERGENCY MANAGEMENT AGENCY	341,636.07	35,656.00	29,343.34	347,948.73	0.00	347,948.73
2265	COMMUNITY DEVELOPMENT	599,717.89	117,654.87	471,190.78	246,181.98	0.00	246,181.98
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	277,454.70	1,695.00	354.75	278,794.95	0.00	278,794.95
2269	INDIGENT DRIVER ALCOHOL TREATM	791,442.26	7,213.26	0.00	798,655.52	0.00	798,655.52
2270	JUVENILE TREATMENT CENTER	384,389.65	17,059.28	131,568.04	269,880.89	0.00	269,880.89
2271	DTAC-PROSECUTOR ORC 321.261	329,027.89	28,919.15	22,601.64	335,345.40	0.00	335,345.40
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	10,323,871.11	962,194.43	817,847.28	10,468,218.26	101,375.09	10,569,593.35
2274	COUNTY COURT COMPUTR 1907.261A	84,552.46	1,224.00	90.01	85,686.45	90.01	85,776.46
2275	COUNTY CRT CLK COMP 1907.261B	174,143.18	3,833.00	600.00	177,376.18	0.00	177,376.18
2276	PROBATE COMPUTER 2101.162	103,399.63	768.00	0.00	104,167.63	0.00	104,167.63
2277	PROBATE CLERK COMPUTR 2101.162	292,451.01	2,560.00	0.00	295,011.01	0.00	295,011.01
2278	JUVENILE CLK COMPUTR 2151.541	54,420.29	1,385.27	0.00	55,805.56	0.00	55,805.56
2279	JUVENILE COMPUTER 2151.541	49,776.51	419.86	0.00	50,196.37	0.00	50,196.37
2280	COMMON PLEAS COMPUTER 2303.201	87,754.24	1,407.00	0.00	89,161.24	0.00	89,161.24
2281	DOMESTIC REL COMPUTER 2301.031	9,843.15	174.00	92.99	9,924.16	0.00	9,924.16
2282	CLERK COURTS COMPUTER 2303.201	118,637.22	13,756.26	0.00	132,393.48	0.00	132,393.48
2283	COUNTY CT SPEC PROJ 1907.24B1	2,141,203.78	22,643.65	2,814.54	2,161,032.89	545.14	2,161,578.03
2284	COGNITIVE INTERVENTION PROGRAM	426,471.15	3,313.95	10,297.75	419,487.35	9,720.00	429,207.35
2285	CONCEALED HANDGUN LICENSE	801,593.62	4,815.00	8,219.39	798,189.23	0.00	798,189.23
2286	SHERIFF-DRUG LAW ENFORCEMENT	2,895.73	200.00	82.25	3,013.48	604.94	3,618.42
2287	SHERIFF-LAW ENFORCEMENT TRUST	301,489.85	7,087.50	989.51	307,587.84	0.00	307,587.84
2288	COMM BASED CORRECTIONS DONATIO	9,451.42	0.00	0.00	9,451.42	0.00	9,451.42
2289	COMMUNITY BASED CORRECTIONS	214,831.46	0.00	43,104.36	171,727.10	1,800.00	173,527.10
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	3,912.00	0.00	0.00	3,912.00	0.00	3,912.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	28,330.50	0.00	0.00	28,330.50	0.00	28,330.50
2295	TACTICAL RESPONSE UNIT	32,507.56	1,255.28	0.00	33,762.84	0.00	33,762.84
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	141,672.83	423.00	0.00	142,095.83	0.00	142,095.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,498,082.89	21,031.95	361,030.39	1,158,084.45	345,201.56	1,503,286.01
3327	BOND RETIREMENT SPECIAL ASSMT	108,071.33	61,088.75	0.00	169,160.08	0.00	169,160.08
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,237,317.08	159,604.64	1,830.22	3,395,091.50	0.00	3,395,091.50
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	179,984.17	32,171.29	0.00	32,171.29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	1,269,711.43	490,616.59	554,792.12	1,205,535.90	0.00	1,205,535.90
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	19,610,619.00	0.00	0.00	19,610,619.00	0.00	19,610,619.00
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	18,975.07	18,975.07	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	789,031.40	0.00	32,299.20	756,732.20	32,299.20	789,031.40
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,232,122.44	0.00	43,703.75	5,188,418.69	12,287.75	5,200,706.44
4479	AIRPORT CONSTRUCTION	864,034.90	77,062.54	22,996.87	918,100.57	0.00	918,100.57
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	735,292.32	546,253.04	5,931.38	1,275,613.98	0.00	1,275,613.98
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,689,438.34	0.00	25,731.96	3,663,706.38	3,585.71	3,667,292.09
4493	REDEVELOPMENT TAX EQUIV FUND	379,522.10	105,982.52	1,220.14	484,284.48	0.00	484,284.48
4494	COURTS BUILDING	9,050,162.24	0.00	14,608.70	9,035,553.54	2,608.70	9,038,162.24
4495	JAIL CONSTRUCTION SALES TAX	1,996,738.01	0.00	0.00	1,996,738.01	0.00	1,996,738.01
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	26,935,329.46	1,584,847.29	1,395,323.45	27,124,853.30	252,538.44	27,377,391.74
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,059,540.79	0.00	638,498.82	1,421,041.97	0.00	1,421,041.97
5580	SEWER REVENUE	30,525,635.45	992,884.82	709,958.76	30,808,561.51	130,400.54	30,938,962.05
5581	SEWER IMPROV-WC VOCATIONAL SCH	293,807.42	6,171.33	0.00	299,978.75	0.00	299,978.75

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5583	WATER CONST PROJECTS	2,682,440.75	0.00	359,667.81	2,322,772.94	5,472.83	2,328,245.77
5590	STORM WATER TIER 1	207,188.52	150,392.68	2,276.00	355,305.20	4,995.00	360,300.20
6619	VEHICLE MAINTENANCE ROTARY	74,718.69	44,365.66	53,951.03	65,133.32	11,914.75	77,048.07
6630	SHERIFF'S POLICING REVOLV FUND	1,050,313.25	447,336.59	626,444.82	871,205.02	0.00	871,205.02
6631	COMMUNICATIONS ROTARY	287,958.09	1,870.78	2,102.31	287,726.56	1,141.28	288,867.84
6632	HEALTH INSURANCE	1,624,593.15	943,566.50	1,376,852.20	1,191,307.45	88,041.54	1,279,348.99
6636	WORKERS COMP SELF INSURANCE	1,754,956.54	0.00	27,804.59	1,727,151.95	10,343.14	1,737,495.09
6637	PROPERTY & CASUALTY INSURANCE	267,219.18	0.00	0.00	267,219.18	0.00	267,219.18
6650	GASOLINE ROTARY	160,447.53	97,641.50	74,639.92	183,449.11	0.00	183,449.11
7707	P.E.R.S. ROTARY	2,637.72	0.00	1.69	2,636.03	0.00	2,636.03
7708	TOWNSHIP FUND	0.00	20,364,744.51	20,364,744.51	0.00	0.00	0.00
7709	CORPORATION FUND	2,099.01	11,575,309.46	11,572,929.49	4,478.98	0.00	4,478.98
7713	WATER-SEWER ROTARY FUND	714,054.98	2,233,333.29	2,730,166.00	217,222.27	2,354.53	219,576.80
7714	PAYROLL ROTARY	322,134.84	4,989,284.80	4,285,095.89	1,026,323.75	145,743.39	1,172,067.14
7715	NON PARTICIPANT ROTARY	16,930.80	2,316.96	2,316.96	16,930.80	7,337.04	24,267.84
7716	SCHOOL	0.00	33,208,150.76	33,208,150.76	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	98,330,152.11	894,145.34	94,276,175.41	4,948,122.04	28,298.26	4,976,420.30
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	53,788.69	3,180.13	52,787.49	4,181.33	0.00	4,181.33
7720	LOCAL GOVERNMENT FUND	0.00	492,170.88	492,170.88	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	719,309.40	719,309.40	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	475.92	623.32	75.00	1,024.24	75.00	1,099.24
7723	GASOLINE TAX	0.00	568,004.54	568,004.54	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	311,417.93	202,316.73	0.00	513,734.66	0.00	513,734.66
7725	UNDIVIDED WIRELESS 911 GOV ASS	41,410.26	42,666.06	41,410.26	42,666.06	0.00	42,666.06
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,124,823.31	1,124,823.31	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7728	TREASURER TAX REFUNDS	126,418.11	9,349.53	108,590.61	27,177.03	46,962.48	74,139.51
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	250,249.05	0.00	0.00	250,249.05	0.00	250,249.05
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	15,440.26	10,584.00	11,478.98	14,545.28	0.00	14,545.28
7742	LIBRARIES	0.00	2,345,681.16	2,345,681.16	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,817.96	1,954.19	1,797.74	1,974.41	0.00	1,974.41
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	70,422.43	869,657.24	935,722.02	4,357.65	0.00	4,357.65
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	49,915.00	14,612.00	0.00	64,527.00	0.00	64,527.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	233,348.82	233,348.82	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	30,792.98	662.00	1,996.40	29,458.58	0.00	29,458.58
7766	ESCROW ROTARY	676,127.19	0.00	0.00	676,127.19	0.00	676,127.19
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	12,926.94	7,370.54	0.00	20,297.48	0.00	20,297.48
7769	BANKRUPTCY POST PETITION CONDU	17,795.33	2,152.83	0.00	19,948.16	0.00	19,948.16
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	17,800.12	14,459.50	16,409.25	15,850.37	146.00	15,996.37

Financial Statement for 2023 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7776	UNDIVIDED EVIDENCE SHERIFF	41,489.23	6,225.33	325.25	47,389.31	333.75	47,723.06
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	511,492.61	1,299,493.39	962,541.19	848,444.81	303,399.15	1,151,843.96
7779	UNDIVIDED DRUG TASK FORCE SEIZ	147,652.48	0.00	0.00	147,652.48	765.78	148,418.26
7781	REFUNDABLE DEPOSITS	402,295.37	11,608.81	9,631.99	404,272.19	3,129.82	407,402.01
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	2,737,069.23	0.00	2,737,069.23	0.00	2,737,069.23
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	166,113.30	77,049.80	243,163.10	0.00	240,731.47	240,731.47
7795	UNDIVIDED INDIGENT FEES	0.00	2,939.00	2,939.00	0.00	587.80	587.80
7796	MASON MUN ORD VIOLATION INDIGE	11,031.57	0.00	0.00	11,031.57	60.00	11,091.57
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	340.50	340.50	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	768,780.80	90.50	56,200.00	712,671.30	0.00	712,671.30
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,573,302.19	1,716,978.93	675,092.38	9,615,188.74	22,402.48	9,637,591.22
9912	FOOD SERVICE	215,221.67	5,555.00	38,078.67	182,698.00	398.00	183,096.00
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	220,617.67	20,180.52	0.00	240,798.19	0.00	240,798.19
9925	SOIL & WATER CONSERVATION DIST	837,414.97	0.00	108,375.44	729,039.53	3,221.92	732,261.45
9928	REGIONAL PLANNING	457,075.41	5,817.00	62,624.07	400,268.34	1,971.80	402,240.14
9938	WARREN COUNTY PARK DISTRICT	1,423,443.47	918,888.01	86,919.10	2,255,412.38	706.29	2,256,118.67

Financial Statement for 2023 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9944	ARMCO PARK	350,253.99	141,782.24	127,570.28	364,465.95	6,940.95	371,406.90
9953	WATER SYSTEM FUND	41,873.92	1,981.50	0.00	43,855.42	218.00	44,073.42
9954	MENTAL HEALTH RECOVERY BOARD	15,146,261.29	4,127,369.81	1,767,542.01	17,506,089.09	138,129.62	17,644,218.71
9961	HEALTH GRANT FUND	947,370.37	50,002.19	205,349.03	792,023.53	0.00	792,023.53
9963	CAMPGROUNDS	2,281.10	595.00	0.00	2,876.10	0.00	2,876.10
9976	HEALTH - SWIMMING POOL FUND	176,684.22	0.00	0.00	176,684.22	0.00	176,684.22
9977	DRUG TASK FORCE COG	980,807.92	17,660.00	200,865.73	797,602.19	0.00	797,602.19
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		454,315,041.22	131,588,257.53	203,070,042.02	382,833,256.73	2,921,089.75	385,754,346.48

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

Resolution

Number 23-1305

Adopted Date October 10, 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/lkl

cc: Auditor
Appropriation Adj. file
Supplemental App. file
OMB (file)

APPROVE APPROPRIATION ADJUSTMENTS AND A SUPPLEMENTAL
 APPROPRIATION WITHIN HEALTH INSURANCE FUND #6632

BE IT RESOLVED, to approve the following appropriation adjustments and supplemental appropriation:

Appropriation Adjustment

\$ 5,000.00 from #66320100-5926 ✓ (Health – Insurance Premium) ✓
 \$ 20,000.00 from #66320100-5933 ✓ (Health – Dental Claims) ✓
 \$ 25,000.00 into #66320100-5932 ✓ (Health – Medical/RX Claims) ✓

Supplemental Appropriation

\$ 60,000.00 ✓ into #66320100-5932 ✓ (Health – Medical/RX Claims) ✓

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 October 2023.

BOARD OF COUNTY COMMISSIONERS

 Tina Osborne, Clerk

cc: Auditor _____
 Appropriation Adj. file
 Supplemental App. file
 OMB (file)

T. Zindel
to be ratified
10-10-23

Resolution

Number 23-1306

Adopted Date October 10, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/03/23 and 10/05/23 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-1307

Adopted Date October 10, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COMMUNITY
CORRECTIONS FUND 2227

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,000.00 into BUDGET-BUDGET 22271220-5850 (Training/Education)

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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Common Pleas Court (file)

Resolution

Number 23-1308

Adopted Date October 10, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO GAS ROTARY FUND #6650

BE IT RESOLVED, to approve the following supplemental appropriation within Fund #6650:

\$150,000.00 into #66501600-5210 (Material & 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne
Tina Osborne, Clerk

cc: Auditor
Supplemental Appl file
Facilities Management (file)

Resolution

Number 23-1309

Adopted Date October 10, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS #11011220
AND COURT SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 4,000.00 from 11011220-5102 (Regular Salaries)
 into 11011220-5850 (Training/Education)

\$ 6,000.00 from 11011220-5102 (Regular Salaries)
 into 11011223-5850 (Training/Education)

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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-1310

Adopted Date October 10, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:


\$ 6,000.00	from	11011240-5415	(Juv CT Attorney-Indigent)
	into	11011240-5370	(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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 23-1311

Adopted Date October 10, 2023

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN RECORDS CENTER AND ARCHIVES #11011500

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6800.00 from #11011500-5820 (Health and Life Insurance)
 into #11011500-5317 (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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Records Center & Archives (file)

Resolution

Number 23-1312

Adopted Date October 10, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,575.00 from #11012100-5210 (Coroner – Material & Supplies)
 into #11012100-5317 (Coroner – 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Appropriation Adjustment file
 Coroner (file)

Resolution

Number 23-1313

Adopted Date October 10, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM SHERIFF'S OFFICE FUND
#11012200 INTO #11012210

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County
Sheriff's Office Fund #1101:

\$15,000.00	from	11012200-5371	(Software – Data Board Approved)
	into	11012210-5940	(Travel)

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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

Resolution

Number 23-1314

Adopted Date October 10, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustments:


\$25,000.00 from #11012810-5430 (Utilities)
\$10,000.00 from #11012810-5371 (Software-Data Board Approved)
\$35,000.00 into #11012810-5400 (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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Telecom (file)

Resolution

Number 23-1315

Adopted Date October 10, 2023

APPROVE AN APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 7,000.00	from	#22385800-5317	(Non Capital Purchases)
\$ 10,000.00	from	#22385800-5820	(Health & Life Insurance)
\$ 15,000.00	into	#22385800-5370	(Software Non Data Board)
\$ 1,000.00	into	#22385800-5911	(Non Taxable Meal Fringe)
\$ 1,000.00	into	#22385804-5911	(Non Taxable Meal Fringe)

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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Workforce Investment Board (file)

Resolution

Number 23-1316

Adopted Date October 10, 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 #22023130-5400 (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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 23-1317

Adopted Date October 10, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND
#5590

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 42,000.00 from 55903090-5102 (Regular Salaries)
into 55903090-5400 (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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 23-1318

Adopted Date October 10, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to materials and supplies
used for operation and distribution; and

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

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

\$160,000.00 from 55803300-5998 (Reserve/Contingency)
into 55803300-5210 (Materials & 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 23-1319

Adopted Date October 10, 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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

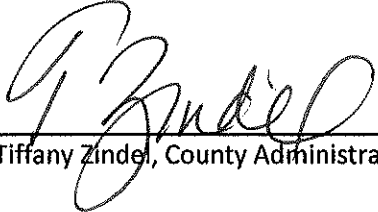
cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	UTILITY TECHNOLOGIES LLC	WAT LEAK DETECTION CORRELATOR	\$ 19,844.00
ENG	STEPHEN BATCHA	ENG. PERM DRAINAGE EASE ON WIL	\$ 2,525.00
TEL	SOUND COMMUNICATIONS INC	TEL "RENEWAL" VERINT V15 RECOR	\$ 38,553.40
TEL	CDW LLC	TEL PUBLIC SAFETY MULTI FACTOR	\$ 56,000.00

10/10/2023 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 23-1320

Adopted Date October 10, 2023

AUTHORIZE THE OFFICE OF GRANTS ADMINISTRATION TO INITIATE CONTRACT NEGOTIATIONS FOR OPERATION OF WARREN COUNTY PUBLIC TRANSIT

WHEREAS, pursuant to Resolution #23-0982, adopted August 1, 2023, this Board issued a request for proposals for the operation of the Warren County Transit Service; and

WHEREAS, on or before September 1, 2023, the Warren County Office of Grants Administration received four (4) proposals; and

WHEREAS, based on rankings by the Transit Advisory Committee, the Committee requests authorization to begin negotiations with the top ranked vendor, Valley Transport, LLC; and

NOW THEREFORE BE IT RESOLVED, to authorize the Transit Advisory Committee to begin negotiations with Valley Transport, LLC for the operation of Warren County Transit Service.

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 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: OGA (file)
Bid file

Score card for the RFP for Operation of Warren County Transit System - 2024

Name: Collaborate Scoring by Transit Advisory Committee

		UTS	Valley Transport	Tidewater	Butler Co
Category	Possible Points				
Ability to operate system	30	23	25	12	27
Experience	20	20	15	15	16
Cost	20	16	18	10	1
Ability to manage Finances	10	9	8	8	8
DBE	10	0	0	0	0
Maintenance of fleet and garage	10	9	9	5	8
Safety	10	9	9	7	9
Staff	10	7	8	6	9
Customer Service	10	5	7	5	5
Technology	5	3	5	5	4
Total	135	101	104	73	87

Resolution

Number 23-1321

Adopted Date October 10, 2023

ENTER INTO NON-BINDING MEMORANDUM OF UNDERSTANDING (MOU) WITH BEEMOK SPORTS, LLC, CITY OF MASON, MASON PORT AUTHORITY AND WARREN COUNTY PORT AUTHORITY

WHEREAS, for the purpose of the acquisition, design, financing, construction, development and management of certain properties currently known as the Lindner Family Tennis Center and surrounding property for world-class tennis and other sports and entertainment facilities (the "Project"), the Board desires to enter into the attached non-binding MOU setting forth the good faith expectations, objectives, steps and milestones necessary for implementation of the Project until such time as more definitive agreements are entered into.


NOW THEREFORE BE IT RESOLVED, to approve, and authorize the County Administrator to execute the attached MOU.

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 – nay
Mr. Grossmann – yea
Mr. Young – yea

Resolution adopted this 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)
Martin Russell
C/A—Beemok Sports LLC
C/A—City of Mason
C/A—WC Port Authority
C/A—Mason Port Authority

Memorandum of Understanding

Cincinnati Tennis Project

This Memorandum of Understanding (“MOU”) dated as of September 27, 2023 (the “Effective Date”) is intended to set out the rights, obligations and expectations of (a) Beemok Sports, LLC or its affiliates (“Beemok”), (b) the City of Mason (the “City”), (c) Warren County (the “County”), (d) Mason Port Authority (the “Mason Port”), (e) Warren County Port Authority (the “Warren Port”), and (f) the State of Ohio (the “State”), in connection with the redevelopment of the Lindner Family Tennis Center and surrounding property as the long-term home for the Western and Southern Open tennis tournament (the “Project”). The plan provides for the design, financing, construction, development, and management of assembled properties for world-class tennis-focused sports and entertainment facilities (the “Sports Campus”). This MOU is not executed by the State or the Mason Port. This MOU shall not constitute a legally binding agreement, nor shall it be considered a comprehensive outline of all the terms of any future agreements, but rather sets forth the good faith expectations, objectives, next steps and milestones necessary for implementation of the Project as set forth herein. (Each of Beemok, the City and the County is a “Party” or sometimes herein collectively the “Parties”). Warren County, City of Mason, Warren County Port Authority, Mason Port Authority, a new community authority (“NCA”) that would be formed for the Project, or a convention facilities authority (“CFA”) that would be formed within Warren County, are sometimes referred to herein as a “Governmental Entity” and collectively the “Governmental Entities”.

The Parties agree to undertake certain actions and enter into agreements for the public investment in the Project located at the Sports Campus as follows:

I. Project Overview

Under Beemok’s guidance and management in partnership with the Governmental Entities and the State, the Lindner Family Tennis Center will be transformed into a world-class tennis venue that rivals other leading professional tennis campuses around the world. The Sports Campus will serve an expanded Masters 1000 tournament each August (the “Tournament”) which is anticipated to attract over 250 tennis professionals, 300,000 plus annual visitors, and over \$200 million in annual revenue to the community. In addition to enhancing the region and state as a destination for professional sports, the Sports Campus will become a year-round racquet sports facility and amenity for the local community to host musical entertainment, festivals, holiday events and other community activities. In combination with the economic development benefits of an internationally acclaimed tennis tournament, the Sports Campus will be a catalyst for local sports tourism by attracting amateur and professional competitions. The local and state government authorities believe the economic and social benefits of the project to the City, County and State both in terms of tourism, tax revenue and international visibility, make the project a compelling opportunity for the entire region and have agreed to participate in the project along the general terms set forth below. The Sports Campus consists of the assembled properties that include approximate 91 acres currently owned by Tennis for Charity that includes the Linder Family Tennis Center, practice courts, adjacent property and ancillary buildings, plus a portion of the City’s golf course to be determined by the City and Beemok.

II. Public/Private Partnership Overview

1. **Project Scope:** The Parties anticipate an overall project budget (including all public and private contributions, the "Project Budget") as estimated to date, of approximately \$260,000,000, consisting of project development costs, land & facility purchases, engineering, design, equipment purchases, construction, and project/construction management (the "Renovation"). The Project Budget continues to be refined by the Parties to accomplish the best estimate and may increase or decrease from the estimated amount.
2. **Public Financial Contribution:** The City, County and State have committed to provide financial support to cover a portion of the Project Budget associated with renovating the Lindner Family Tennis Center facilities to support the players their staff and fans in connection with the expansion of the player field and expanded 2-week duration of the tournament after 2025. The allocation of these funds to various acquisition, design, construction, and renovation projects will be determined in conjunction with Beemok based on the specific needs of the project and the preferences and constraints of each contributing party. The Parties anticipate a total public direct cash contribution towards the Project Budget of 49% of the total (e.g., at a \$260 million Project Budget, \$130 million) (the "Public Financial Contributions"). The Public Financial Contributions shall not exceed 49% of the Project Budget. In the event the Project Budget exceeds \$260 million, Beemok will be responsible for 100% of the additional cost. In the event the Project Budget is less than \$260 million, the Parties will share in the savings, however, those savings will first be contributed to the Capital Reserve Account (as defined in Appendix I hereto) with 51% from Beemok and 49% from the Governmental Entities. The contributed amount will equal 10% of the amount spent on the completed project but will be adjusted such that the Public Financial Contribution does not exceed 49% of the Project Budget. (For illustration purposes, if the Project Budget is equal to \$230 million then \$23 million will be contributed to the Capital Reserve Account on a 51%/49% basis; however, if the Project Budget is \$200 million then only \$20 million would be contributed.)

The following Public Financial Contributions have been committed by the respective Parties and, except as provided below, would be deposited into a joint account controlled by the Governmental Entities upon financial closing and execution of definitive documents until such time as they are drawn for approved expenses.

- a. The City of Mason has committed:
 - i. \$25 million unrestricted direct cash contribution towards the Project Budget costs.
 - ii. \$15 million applied to the acquisition of the Lindner Family Tennis Center from Tennis for Charity. The timing of the purchase of the Linder Family Tennis Center shall be expedited with the goal of closing prior to December 31, 2023. This portion of the Public Financial Contribution will not be deposited into the joint account but will instead be used to acquire the properties.

- iii. Contribution of other City of Mason properties necessary for the completion of the Renovation, as mutually agreed by Beemok and the City (e.g. the Grizzly Social Lodge and golf cart barn).

The City may enter into one or more funding agreements with other Governmental Entities to cause City-approved activities in support of the Project to be fully-funded.

- b. Warren County has committed a total of \$50 million cash contribution toward the Project Budget as follows:
 - i. A \$46.8 million unrestricted direct cash contribution toward the Project Budget costs.
 - ii. A \$3.2 million direct cash contribution funded with ARPA funds. The County may enter into one or more funding agreements with other Governmental Entities to cause County-approved activities in support of the Project to be fully-funded.

It is anticipated by the County and the Warren Port that County-related funding commitments contained in this MOU will be made through the Warren Port.

- c. The State of Ohio has committed: \$25 million cash contribution towards the Renovation with no restrictions on the use of proceeds:
 - i. The State of Ohio has indicated additional funding (up to an additional \$25 million) is available from the Strategic Community Investment Fund per Beemok's request.
 - ii. It is expected that the State of Ohio funds will be retained by the State treasury until a draw is submitted and will not be deposited into the joint account.
 - iii. It is further expected that the State of Ohio funds will be disbursed to the City, and the City will distribute such funds to pay for costs in the Project Budget pursuant to State requirements. The City will coordinate necessary documentation reporting and accounting. In the event the State provides an additional cash contribution, for each dollar in excess of \$15 million of additional contribution, the City and the County Public Financial Contributions will be reduced on a 50/50 basis (e.g. if the State contributes an additional \$20 million, each of the City and County Public Financial Contributions will be reduced by \$2.5 million).

- 3. **Beemok Responsibilities:** Beemok would be responsible for the design, construction, maintenance and operation of the Sports Campus. In addition, Beemok will be responsible for the cost of the project that exceeds the scope of the Public Financial Contributions. Beemok will enter into a Construction Management Agreement with the Warren Port under which Beemok shall act as development and construction manager of the Sports Campus on behalf of the Warren Port but using a third-party construction agent who shall ultimately be responsible for delivering the Sports Campus.

4. **Sports Campus Ownership:** The City shall acquire the Lindner Family Tennis Center from the current owner, Tennis For Charity. Following approval from Tennis for Charity, Beemok will transfer its option to purchase the facility to the City and a portion of the Public Financial Contribution will be used to acquire the Sports Campus. The City will lease the Sports Campus to the Warren Port for a 25-year term for \$1 per year.
5. **Beemok Call Option:** Beemok will be given a 25-year “call” option, exercisable at any time, whereby it could take ownership of the current Sports Campus for then prevailing fair market value of such properties, factoring in reasonable market conditions, depreciation, and the value of any contribution originally made by Beemok to the costs of the Sports Campus. Beemok would be responsible for all applicable property taxes at the time of their ownership of the property. The City and Beemok will enter into any necessary Shared Facilities agreements. The City will have rights of first refusal with respect to any subsequent transfers of the property.
6. **Management; Lease; Use of Sports Campus**
 - a. *Management Agreements.* For the period following construction of the Sports Campus, the Warren Port will enter into an agreement for Beemok to manage, administer and oversee the day-to-day operations of the Sports Campus for an initial 25-year period (the “Operational Management Agreement”). The Parties’ agree that Beemok shall have full control over all facets of management of the Sports Campus pursuant to the Operational Management Agreement, subject to any mutually agreed upon limitations in connection with eligibility for exemptions from real property taxation or qualification for tax-exempt financing of any governmental bonds issued to finance the Public Financial Contributions. Any routine facility maintenance, including, without limitation, court repairs and grounds and facility maintenance, shall be the operational and financial responsibility of Beemok. Long-term capital expenditures for the replacement and refurbishment of the Project facilities as reasonably necessary during such facilities’ lifecycles shall be paid from operating revenues and NCA charges from the Sports Campus. Notwithstanding the foregoing, Beemok shall warrant the construction of the tennis facilities for a period of time that covers the natural life cycle for well-constructed tennis facilities. Further discussion around the allocation of financial responsibility and scope of care for these matters as well as the potential for establishing maintenance and capital repair funds to support these efforts will be discussed in more detail and outlined in the definitive agreements. Beemok shall enter into a separate license agreement, the cost of which will be nominal to Beemok, which grants Beemok the right to use the Sports Campus for tennis, concerts, festivals, and other activities, including the LTP Academy, amateur and professional tournaments and other events as may be designated in the discretion of Beemok, and subject to the Governmental Event requirements set forth in Appendix I (collectively, the “Beemok Uses”).
 - b. *Beemok Uses.* Beemok, in its capacity as licensee of the Sports Campus for the Beemok Uses (and not in its capacity as manager under the Operational Management Agreement), shall be entitled to all revenues generated by the Beemok Uses, including but not limited to parking revenues (if any), sponsorships, merchandising and food/beverage sales, ticket sales, and media/distribution rights. Revenues generated by Beemok Uses (most notably

the Tournament) will be the exclusive property of Beemok and represent an essential element to Beemok's willingness to undertake the Renovations.

- c. *Operating Agreement Specifics.* Reference is made to Appendix I – Operating Agreement Concepts for a more complete discussion of anticipated terms related to the Operational Management Agreement.
 - d. *Operational Management Agreement Tax Treatment.* The Operational Management Agreement is intended to be treated as a management contract (and not as a lease or license) for U.S. federal and applicable state and local income tax purposes.
 - e. *Management Fee.* In order to operate and maintain a world-class publicly owned tennis and entertainment facility, the Parties agree that a reasonable annual management fee is appropriate. The Warren Port will pay Beemok a management fee in an amount to be determined (the "Management Fee"), but the Parties expect that such Management Fee would be equal to or greater than the actual cost Beemok will be required to pay to lease the Sports Campus for the Beemok Uses (as defined above) as well as other costs and services in servicing, managing and maintaining the Sports Campus for public usage (i.e., at actual cost plus). Importantly, the Management Fee may supplement the cost to provide affordable tennis memberships to the community, facilities maintenance, court supplies, and additional staff required to run the public side of the Project. The Management Fee will be payable solely from operating revenues of the Sports Campus and any NCA charges from the Sports Campus as outlined in the Operational Management Agreement. The Management Fee will be subject to any applicable limitations imposed by the IRS for qualified management agreement if and to the extent that the Parties mutually agree that tax-exempt bonds will be used to finance any of the Public Financial Contributions under such management.
 - f. *Excess Revenues; Losses.* To the extent any excess revenues are available due to the proper operation of the Sports Campus, those revenues will be contributed to one or more reserves established for the benefit of the Sports Campus. To the extent there are operating losses on the Sports Campus borne by Beemok under the Operational Management Agreement, those losses will be the responsibility of Beemok.
 - g. *Transfer Rights.* The Operational Management Agreement shall provide that Beemok shall have the right to transfer its rights to any affiliate of Beemok or any third party who satisfies reasonable objective criteria (to be set forth in the Operational Management Agreement) regarding the ability to perform the obligations set forth in the Operational Management Agreement, with approval of the County and the City, whose approval shall not be unreasonably withheld.
7. **Shared Facilities:** The Renovation will likely require the demolition of certain City-owned facilities (most notably, the Grizzly Social Lodge and the golf cart barn) and as a result the parties anticipate that a portion of the Sports Campus will be designed and constructed to allow for the shared use of such facility by the City for the operation of its golf course (such facilities being collectively, the "**Shared Facilities**"). These Shared Facilities have not yet been designed and all parties will work to create options that provide reasonable solutions. The Shared Facilities will be primarily used in conjunction with the Sports Campus for racquet related sports and dining and/or as a central

meeting facilities, dining and lounge area for players and staff during the Tournament. The City's use of the Shared Facilities will be memorialized in a license under the Operational Management Agreement (or similar arrangement) which will set forth among other things (i) that the City will pay for the operation and construction of certain portions of the Shared Facilities to the extent related to the golf facilities, and (ii) the times and nature of the City's use of the Shared Facilities in support of the golf facilities. The Shared Facilities will comprise a portion of the Project Budget.

8. **Tax Incentives:** Recognizing the significant public benefit of the Sports Campus to City and County residents, the City and County shall take any and all such actions as may be reasonably necessary to confer upon the Sports Campus, or assist Beemok in obtaining additional tax incentives, grants, or other similar benefits, which may include, but are not limited to, tax increment financing and sales tax exemptions.
 - a. *Sales or Use Tax.* To the extent permitted by applicable law, any construction materials, equipment and services purchased in connection with the construction, configuration, implementation and/or installation of the Sports Campus if not directly so purchased shall be deemed purchased by the Warren Port in order to provide an exemption from sales taxes. The Warren Port shall provide all exemption certificates necessary to claim such exemptions.
 - b. *New Community Authority.* The Parties will work in good faith to create a New Community Authority (under Ohio Revised Code Chapter 349) over the Sports Campus property for the potential purpose levying community development charges or user fees on sales of tickets, retail sales (including food, concessions and merchandise), hotel charges, parking fees, and other user-based revenues for the purposes of the New Community Authority, for paying a portion of the costs of the operations and capital repairs of the Sports Campus (collectively, the "NCA Charges").
 - c. The Parties agree that if formed the New Community Authority will be governed by a board of seven members, two of which shall be appointed by the City, two of which shall be appointed by the County, one of which shall be appointed jointly by the City and County, and two of which shall be appointed by Beemok or any successor manager of the Sports Campus. Unanimous Board approval will be required for certain actions, including setting the amount and distributions of the NCA Charges.
 - d. *Convention Facilities Authority.* The Parties will work in good faith to assess the relative merits of creating a Convention Facilities Authority (under Ohio Revised Code Chapter 351) in Warren County to assist in certain aspects of exemptions from real property taxation for the Sports Campus property and for other operational benefits for the Project.
 - e. *Real Property Tax Exemption.* It is the understanding of the Parties that the Sports Campus will be effectively exempt from real property taxation for the duration of the Operational Management Agreement. The Parties agree to work in good faith to structure the transaction in a way that is consistent with this expectation, it being acknowledged that an exemption from real property taxation is essential to the long-term viability of the Sports Campus. The City and County, acting through the Warren Port, agree to draft,

deliver and advocate for an amendment to Ohio Revised Code Section 5709.084 to provide for the real property tax exemption.

9. **Parking and Entry Boulevard Coordination:** The Parties recognize that sufficient and accessible parking and traffic management for the Project is of critical importance, and as such the City and County will coordinate with Beemok on the renovation and construction of new roadways and entry boulevards to support the Sports Campus, upon execution of the Operational Management Agreement. This shall include but not be limited to the following:

- a. Expedited review, approval and construction of improvements to the north side of the Sports Campus (the Sinclair Entrance) per the attached Exhibits.
- b. Expedited review, approval and construction of improvements to the south side of the Sports Campus (the Cintas Entrance) to include improved entry sequencing, road widening and other potential improvements.
- c. Evaluation of existing City- and County-owned property to support the tournament parking operations on a temporary or permanent basis.
- d. Financial and planning support for future parking and transportation expansion needs as they may arise.

10. **Sponsorship / Naming Rights:** Beemok shall have the authority to design, implement, and administer a sponsorship, concessions, and signage program, which is expected to encompass the entire Sports Campus; provided that Beemok and the City shall cooperate to develop a signage program for the golf course and Shared Facilities. Beemok will be the exclusive holder of naming rights and interior and exterior signage for the Sports Campus, subject to reasonable approval by the City Manager and County Administrator and compliance with all applicable laws and regulations (including any applicable federal tax laws and regulations). Beemok and the Warren Port agree that a portion of the signage associated with the Sports Campus leased by the Warren Port shall provide appropriate naming and logo space for "Warren County" or an approved alternative. Beemok and the City agree that a portion of the signage associated with the Shared Facilities shall provide appropriate naming and logo space for "The City of Mason" or an approved alternative. However, Beemok may not use any name, logo, and/or corporate identifier that is (i) obscene, (ii) unlawful, (iii) the name of or identified with a person that is, as of the date of the execution, of the applicable agreement with respect to naming rights, a prohibited person to be defined under such agreement, (iv) antithetical to the character of the Sports Campus as a prominent symbol of the City, County or State (any name, logo or corporate identifier that the general public associates with tobacco products or firearms shall be presumed to be so antithetical).

Beemok shall have the right, at any time, to notify the City and County in writing of the proposed use of any name, logo, and/or corporate identifier and the City and County shall, promptly and acting in their respective reasonable discretion, provide Beemok with its determination of whether such use satisfies the requirements set forth above. Beemok shall have the right to all revenue from the sponsorship, concession, and signage program (including the aforementioned naming rights). All naming rights determinations are subject to review by bond counsel for the Governmental Entities to ensure compliance with all applicable federal tax laws and regulations.

11. **Public Safety & Traffic Management:** The City would maintain police, fire and EMS services on a scale and priority necessary for facilities of this size and scope. The City would provide the Mason Police Department security and traffic support to Beemok during the two-week period of the Tournament as to be outlined in the Operational Management Agreement or other definitive agreements.
12. **Insurance:** For assets being operated and managed by Beemok, Beemok shall carry such insurance as may be required by the City and other Governmental Entities consistent with prevailing market requirements as to be outlined in the Operational Management Agreement or other definitive agreements.
13. **Expedited Permitting:** The City and County shall cooperate with Beemok in obtaining all permits required for the proposed uses and construction of the Project. The City and County shall expedite all approvals and permitting and waive fees to facilitate a swift implementation of the Project in accordance with timelines and milestones to be further discussed, to the extent permitted by law.
14. **Directional Signage:** All off-site signage directing pedestrians and visitors to the Project shall be funded and installed by the City as to be outlined in the Operational Management Agreement or other definitive agreements.
15. **Noise Ordinance Restrictions:** The City agrees to review and potentially amend any and all noise ordinance restrictions that would limit full scope of operations for the Sports Campus as outlined in the Operational Management Agreement or other definitive agreements.
16. **Golf Facilities During Tournament:** The City and Beemok will cooperate to identify the need and times for any temporary closures of the Grizzly Golf and Social Lodge and associated facilities to the public during the Tournament each year to allow for the efficient flow of traffic at the Tournament and for the efficient flow of traffic and parking nearby.
17. **Non-Relocation:** The definitive agreements would provide that, contingent upon the City, State, and County's performance of their financial and contractual commitments as set out in the definitive agreements, Beemok would (a) cause the Tournament to be held at the Sports Campus, and (b) not, directly or indirectly, relocate, sell, transfer or assign the Tournament to any other location, in each case for a period of 25 years from the date of the first Tournament at the Sports Campus following the execution of definitive agreements by the Parties.

III. General Terms

1. **Confidentiality:** Except as required by the Ohio Public Records Act, the Parties agree that the confidential and material information set forth in this MOU is intended to be private and confidential between the Parties and shall not be disclosed to third parties without the consent of each party to this transaction; provided, however, that the terms of this MOU may be disclosed as required by law and to each party's legal counsel, consultants and professional advisors and to

prospective lenders and investors, in each case for purposes incidental to this MOU or to the conduct of business relating to this MOU.

2. **Non-Binding Nature of MOU:** The Parties acknowledge that this MOU is not intended to constitute a binding agreement and that a binding agreement will not exist unless and until the Parties have executed definitive agreements memorializing the terms outlined above (except as set forth in item 1 above (Confidentiality), which provisions shall be binding upon and enforceable against the Parties hereto).
3. **Governmental Entity Cooperation:** The Parties agree that any activities of any of the Governmental Entities required by this MOU that are not specifically assigned as a responsibility of one or more of the Governmental Entities in this MOU or in the Operations Management Agreement or another definitive agreement shall be mutually agreed by all Parties, with a view toward joint participation and cooperation in the development and management of the Project at the Sports Campus. The Parties acknowledge and agree that any activities of the Governmental Entities required by this MOU are subject to appropriate approvals, which may include legislative approvals and approvals of definitive agreements, required of each such Governmental Entity under Ohio law.
4. **Counterparts:** This MOU may be executed in as many counterparts as the Parties hereto may deem necessary or convenient, and each such counterpart shall be deemed an original but all of which, together, shall constitute but one and the same document.

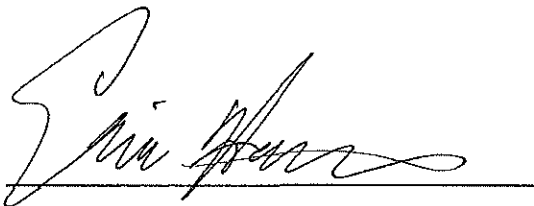
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereby execute this MOU as of the day and year first set forth above.

Beemok Sports, LLC,

a South Carolina limited liability company

By:

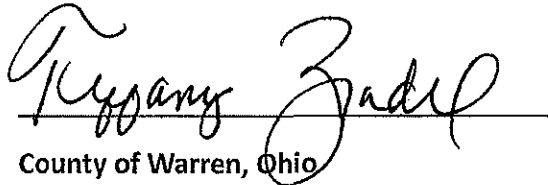


City of Mason, Ohio

By:

Warren County Port Authority

By:



County of Warren, Ohio

By: