

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

Resolution

Number 24-0142

Adopted Date January 30, 2024

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

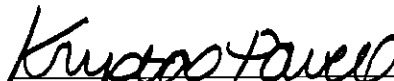
BE IT RESOLVED, to hire Tabatha Ingram within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$19.45 per hour, under the Warren County Job and Family Services compensation plan, effective February 12, 2024, subject a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)
T. Ingram's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0143

Adopted Date January 30, 2024

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

BE IT RESOLVED, to hire Kimberly Walker within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$19.45 per hour, under the Warren County Job and Family Services compensation plan, effective March 4, 2024, subject a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)
K. Walker's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0144

Adopted Date January 30, 2024

HIRING CHARLES DANIELS AS WATER DISTRIBUTION WORKER II, WITHIN THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Charles Daniels as Water Distribution Worker II, within the Water and Sewer Department, full-time, non-exempt, Pay Range 15, at a pay rate of \$24.00 per hour, effective February 20, 2024, subject to negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Water/Sewer (file)
C. Daniels' Personnel file
OMB-Sue Spencer

Resolution

Number 24-0145

Adopted Date January 30, 2024

HIRING SCOTTY PIGG AS WATER DISTRIBUTION WORKER I, WITHIN THE WATER AND SEWER DEPARTMENT

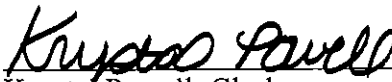
BE IT RESOLVED, to hire Scotty Pigg, as Water Distribution Worker I, within the Water and Sewer Department, full-time, non-exempt, Pay Range 13, at a pay rate of \$21.00 per hour, effective February 5, 2024, subject to negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Water/Sewer (file)
S. Pigg's Personnel file
OMB-Sue Spencer

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

Resolution

Number 24-0146

Adopted Date January 30, 2024

REHIRING JOSEPH ESSIG AS WATER DISTRIBUTION WORKER III, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Deputy Sanitary Engineer has requested to rehire Joseph Essig as Water Distribution Worker III.

NOW THEREFORE BE IT RESOLVED, to rehire Joesph Essig as Water Distribution Worker III, within the Water and Sewer Department, full-time, non-exempt, Pay Range 17, at a pay rate of \$28.84 per hour, effective February 12, 2024, subject to negative background check, drug screen and a 365-day probationary period; and


BE IT FURTHER RESOLVED, Mr. Essig will not be eligible for the typical three 3 percent increase upon completion of probation, as his wage reflects his past experience.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Water/Sewer (file)
J. Essig's Personnel file
OMB-Sue Spencer

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

Resolution

Number 24-0147

Adopted Date January 30, 2024

APPROVING A WAGE INCREASE FOR KIMBERLY ADAMS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998, adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Kimberly Adams, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed four (4) years of service as an Emergency Communications Operator on January 27, 2024.

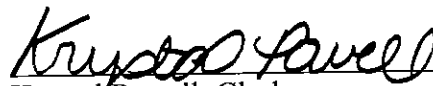
NOW THEREFORE BE IT RESOLVED, to approve Kimberly Adams' wage increase to \$27.70 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning February 8, 2024.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
K. Adams' Personnel File
OMB-Sue Spencer

Resolution

Number 24-0148

Adopted Date January 30, 2024

APPROVING WAGE INCREASE FOR NATHAN BAKER, DISTRIBUTION WORKER III,
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Baker has obtained his Distribution 1 Water certification and per the Water and Sewer work rules, he is entitled to a five (5) percent increase.

NOW THEREFORE BE IT RESOLVED, to approve a wage increase for Nathan Baker, Distribution Worker III, within the Water and Sewer Department to \$30.28 per hour, effective pay period beginning January 27, 2024.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

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

Resolution

Number 24-0149

Adopted Date January 30, 2024

APPROVING PROMOTION OF NATHAN MARSHALL TO THE POSITION OF SEWER COLLECTIONS WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Nathan Marshall 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 Nathan Marshall to said position in accordance with the Sanitary Engineer's staffing plan.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Nathan Marshall to the position of Sewer Collections Worker II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #15, 24.72 per hour, effective pay period beginning January 27, 2024.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0150

Adopted Date January 30, 2024

APPROVING THE PROMOTION OF DAVID RENTZ TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Rentz has obtained his Class I Wastewater Treatment license and holds a CDL license.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of David Rentz to the position of Water Treatment Plant Operator I of Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 15, at \$27.85 per hour, effective pay period beginning January 27, 2024.

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

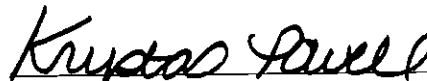
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
D. Rentz's Personnel file
OMB-Sue Spencer

Resolution

Number 24-0151

Adopted Date January 30, 2024

APPROVING THE LATERAL TRANSFER OF KYLE PURDY FROM THE POSITION OF SEWER COLLECTIONS WORKER II TO DISTRIBUTION WORKER II, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer has requested to transfer Mr. Purdy to said position.

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Kyle Purdy from the position of Serwer Collections Worker II to Distribution Worker II within the Water and Sewer Department effective pay period beginning December 29, 2023.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
K. Purdy's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0152

Adopted Date January 30, 2024

APPROVING THE RECLASSIFICATION OF COURTNEY WILSON, FROM ELIGIBILITY REFERRAL SPECIALIST II TO QA REVIEWER, WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the director has indicated that Ms. Wilson is performing the duties of a QA Reviewer and desires to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to approve the reclassification of Courtney Wilson to QA Reviewer within Warren County Department of Job and Family Services, Human Services Division, effective pay period beginning January 27, 2024, full time, pay range #17, \$23.96 per hour.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Human Services (file)
C. Wilson's Personnel file
OMB-Sue Spencer

Resolution

Number 24-0153

Adopted Date January 30, 2024

AMENDING THE CLASSIFICATION SPECIFICATION TO CHANGE THE JOB TITLE OF “EMA PLANS ASSISTANT” TO “EMA PLANNER” WITHIN WARREN COUNTY EMERGENCY SERVICES

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Emergency Services Director has requested to rename EMA Plans Assistant to EMA Planner as it accurately reflects the Classification Specification; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification.

NOW THEREFORE BE IT RESOLVED; to rename the classification specification title for EMA Plans Assistant to EMA Planner; and


BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specification title change, effective January 30, 2024.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Classification/Compensation file
Emergency Services (file)
OMB –Sue Spencer

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

Resolution

Number 24-0154

Adopted Date January 30, 2024

APPROVING TITLE CHANGE FOR ALYSSA HARDIN FROM EMA PLANS ASSISTANT TO EMA PLANNER WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, the classification specification for EMA Plans Assistant has been renamed EMA Planner pursuant to resolution number 24-0153; and

WHEREAS, it is necessary to change Alyssa Hardin's job title to reflect the correct classification.

NOW THEREFORE BE IT RESOLVED, to approve the title change for Alyssa Hardin from EMA Plans Assistant to EMA Planner, effective January 30, 2024.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
A. Hardin's Personnel file
OMB – Sue Spencer

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

Resolution

Number 24-0155

Adopted Date January 30, 2024

ACCEPTING THE RESIGNATION OF JAMIE RILEY, ASSESSMENT INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JANUARY 22, 2024

BE IT RESOLVED, to accept the resignation, of Jamie Riley, Assessment Investigative Worker II, within the Warren County Department of Job and Family Services, Children Services Division, effective January 22, 2024.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0156

Adopted Date January 30, 2024

ACCEPTING THE RESIGNATION OF AMBER GREGORY, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JANUARY 19, 2024

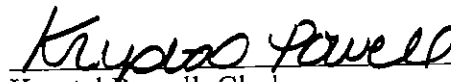
BE IT RESOLVED, to accept the resignation of Amber Gregory, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective January 19, 2024.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0157

Adopted Date January 30, 2024

RESCINDING RESOLUTION #23-1779 TO APPROVE SUPPLEMENTAL APPROPRIATION INTO 11011110 AND OPERATING TRANSFER INTO TOURISM AND ECONOMIC DEVELOPMENT SUPPORT FUND #2213

WHEREAS, the delay in getting approval for new fund #2213 prevented the supplemental appropriation and operating transfer from being approved prior to the end of the year.

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #23-1779 adopted December 19, 2023, to approve supplemental appropriation and operating transfer into fund #2213.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KP

cc: Auditor
Supplemental App file
Operating Transfer file
Economic Development (file)
OMB

Resolution

Number 24-0158

Adopted Date January 30, 2024

SETTING PUBLIC HEARING FOR REZONING APPLICATION OF THE SISTERS, LTD. (CASE #2023-10) TO REZONE APPROXIMATELY 2 ACRES FROM LIGHT INDUSTRIAL MANUFACTURING ZONE "I1" INSIDE JEDD AREA TO COMMUNITY COMMERCIAL BUSINESS ZONE "B2" REMOVED FROM THE JEDD IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application of The Sisters, LTD. owner of record (Case #2023-10), to rezone approximately 2 acres from Light Industrial Manufacturing Zone "I1" inside JEDD area to Community Commercial Business Zone "B2" removed from the JEDD in Turtlecreek Township ; said public hearing to be held February 20, 2024, at 9:00 a.m. in the County Commissioners Meeting Room; and

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

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

RPC
RZC
Rezoning file
Applicant
Township Trustees

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

Resolution

Number 24-0159

Adopted Date January 30, 2024

ADVERTISING FOR BIDS FOR THE 2024 WELL RE-DEVELOPMENT PROJECT

BE IT RESOLVED, to advertise for bids for the 2024 Well Re-Development Project for the Warren County Water & Sewer Department; 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 February 4, 2024; bid opening to be February 29, 2024 @ 11:00 a.m.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 24-0160

Adopted Date January 30, 2024

**ENTERING INTO CONTRACT WITH NATIONAL WATER SERVICES, LLC FOR THE
MIDDLETOWN JUNCTION PRODUCTION WELL DRILLING AND CONSTRUCTION
PROJECT**

WHEREAS, pursuant to Resolution #24-0084 dated January 16, 2024, this Board approved a Notice of Intent to Award Bid for the Middletown Junction Production Well Drilling and Construction Project to National Water Services, LLC, for a total bid price of \$446,644.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with National Water Services, LLC, P.O. Box 230, Paoli, IN 47454, for a total bid price of \$446,644.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

LL/

cc: c/a— National Water Services, LLC
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 30 day of JANUARY, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **National Water Services, LLC, P.O. Box 230, Paoli, Indiana 47454** 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:

MIDDLETOWN JUNCTION PRODUCTION WELL DRILLING & CONSTRUCTION

hereinafter called the project, for the sum of **\$446,644 (Four Hundred Forty-Six Thousand, Six Hundred Forty-Four 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

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: 150 Days from Notice to Proceed.

Final Completion: 180 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.

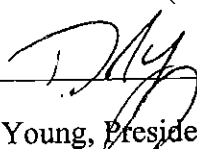
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties 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)



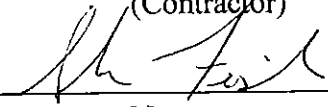
David G. Young, President

(Seal)

ATTEST:

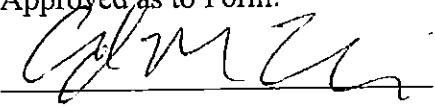
CONTRACTOR NAME HERE

(Contractor)

By: 
Name

Co President
Title

Approved as to Form:



Assistant Prosecutor

Resolution

Number 24-0161

Adopted Date January 30, 2024

APPROVING EMERGENCY SURVEY SERVICES PERFORMED BY THE VILLAGE OF MAINEVILLE VILLAGE ENGINEER ALONG STATE ROUTE 48 IN MAINEVILLE

WHEREAS, the Warren County Water Department has identified a critical need to replace a watermain along State Route 48 in Maineville due to an unprecedented frequency and severity of main breaks; and

WHEREAS, the Warren County Water Department has identified the need for emergency survey services to determine the viability and feasibility of construction of a new water main along State Route 48 in Maineville; and

WHEREAS, the Village of Maineville, in the interest of their residents, is willing to authorize their village engineer to perform survey services; and

WHEREAS, an expedited replacement of the watermain will improve the health, safety, and welfare of State Route 48 water customers.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXXX with the Village of Maineville in the amount \$4,820.00 for survey services.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

caw

cc: Auditor
Water/Sewer (file)

Resolution

Number 24-0162

Adopted Date January 30, 2024

APPROVING ADDENDA TO AGREEMENT WITH NU BEGINNINGS II, LLC RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve addenda to agreement with Nu Beginnings II, LLC relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Nu Beginnings II, LLC
Children Services (file)

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

ADDENDA TO AGREEMENT

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

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

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

And Nu Beginnings II, LLC hereinafter "Provider," whose address is:

Nu Beginnings II, LLC
5330 Heatherdowns Blvd Ste 205
Toledo, OH 43614

Collectively the "Parties".

Contract ID: 19355481

Originally Dated: 07/01/2023 to 05/31/2024

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason:	Amount
Addenda Begin Date:	12/01/2023
Addenda End Date:	
Increased Amount:	\$50,000.00
Article Name:	

Addenda Reason Narrative:

Need to increase the original contract amount by \$50,000 to cover future invoices.

SIGNATURE OF THE PARTIES


Provider: Nu Beginnings II, LLC

Print Name & Title	Signature	Date
Latoya Brown, administrator	Latoya Brown	1/16/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director	Shawna Jones	1-26-24

Additional Signatures

Print Name & Title	Signature	Date
David Young, President *		1-30-24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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

Resolution

Number 24-0163

Adopted Date January 30, 2024

APPROVING ADDENDA TO AGREEMENT WITH ISAIAH'S PLACE, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

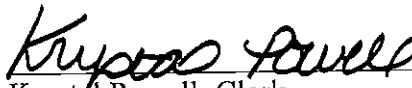
BE IT RESOLVED, to approve addenda to agreement with Isaiah's Place, Inc. relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Isaiah's Place, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

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

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

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

And Isaiah's Place, Inc. hereinafter "Provider," whose address is:

Isaiah's Place, Inc.
61 S Stanfield Rd
Troy, OH 45373

Collectively the "Parties".

Contract ID: 19345434

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

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

Addenda Number 1:

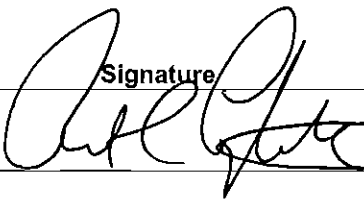
Addenda Reason:	Amount
Addenda Begin Date:	12/01/2023
Addenda End Date:	
Increased Amount:	\$100,000.00
Article Name:	

Addenda Reason Narrative:

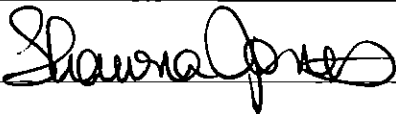
Need to increase the amount of the original contract by \$100,000 to cover future invoices.

SIGNATURE OF THE PARTIES


Provider: Isaiah's Place, Inc.

Print Name & Title	Signature	Date
Robert Lybarger II		1/17/2024


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		1-26-24

Additional Signatures

Print Name & Title	Signature	Date
David Young	* 	1-30-24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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

Resolution

Number 24-0164

Adopted Date January 30, 2024

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

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

AAAA International Driving School
1172 West Galbraith Road
Suite #101
Cincinnati, OH 45231

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **AAAA International Driving School, 1172 West Galbraith Road Suite #101, Cincinnati, Ohio 45231** hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

* _____
Shannon Jones, President
David G. Young



1-30-24
_____ Date

Contractor


_____ 
Authorized Contractor Signature

1/18/2024
_____ Date

_____ Caitlyn N. Theado
Typed Name of Authorized Contractor

1/18/2024
_____ Date

Approved as to form:

_____ 
Asst. Prosecuting Attorney

1/26/24
_____ Date

Resolution

Number 24-0165

Adopted Date January 30, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN THE MICROSOFT PROGRAM SIGNATURE FORM ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Security Licenses were purchased by Warren County Telecommunications for Office 365 from SHI International and prior to the release of licenses, Microsoft requires signature on Program Signature Form.

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Microsoft Program Signature Form on behalf of Warren County Telecommunications as attached hereto and made part hereof.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Microsoft
Telecom (file)

Resolution

Number 24-0166

Adopted Date January 30, 2024

AUTHORIZING THE DISPOSAL OF OBSOLETE SOFTWARE NO LONGER BEING UTILIZED BY WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the software listed on the Asset Summary, as follows, was used by the Telecommunications department and is no longer in use or functional:

- #7271 Printrack CAD Application Software
- #7273 Visontek Mobile Data Software
- #7274 Visiontek Mobile Data Expansion Software

WHEREAS, Warren County Telecommunications has deemed this software unusable and considered obsolete with no value in removal for sale and further removal efforts would exceed the current value of said software.

NOW THEREFORE BE IT RESOLVED, to authorize the disposal of the above listed software.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0167

Adopted Date January 30, 2024

AUTHORIZING THE TRANSFER OF EQUIPMENT TO MOBILCOMM FOR TRADE IN ON A NEW BI-DIRECTIONAL AMPLIFIER ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS Warren County Telecommunications will be purchasing a new Bi-Directional Amplifier with the purchase including the trade in of various equipment listed below:

- Radio Interface Unit, Model #RIU-IM, Serial # 5D28B5C
- Wide Band Base Unit, Model# WB-B4U, Serial # 5D15D1D
- System Controller, Model# SC-450, Serial # 5D02758

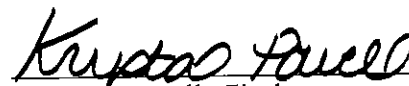
NOW THEREFORE BE IT RESOLVED, to authorize the transfer of the above listed equipment to Mobilcomm.

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0168

Adopted Date January 30, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/23/24 and 1/25/24 as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor _____

Resolution

Number 24-0169

Adopted Date January 30, 2024

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH CFPN OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN C5 ENCORE LOGISTICS CENTER, SECTION TWO 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	:	24-003 (P/S)
Development	:	C5 Encore Logistics Center, Section Two
Developer	:	CFPN Ohio, LLC
Township	:	Turtlecreek
Amount	:	\$439,287.58
Surety Company	:	Liberty Mutual Insurance Co.(#016242180)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Form ST-1
Rev. 08/2016

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.
24-003 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between CFPN Ohio, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and LIBERTY MUTUAL INSURANCE COMPANY (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in C5 Encore Logistics Center Subdivision, Section/Phase Two (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 \$2,196,437.89, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$240,456.00; 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 \$439,287.58 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 3 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 \$439,287.58 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 greater time period of: two years from the date of the tentative acceptance of the Improvements by the County Commissioners or two years from the date that Building 1 adjacent to Union Road and at least one of the remaining three buildings are operating reasonably close to full capacity, 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 **maintenance period duration as described in this paragraph** 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:

CFPN Ohio, LLC

1230 Peachtree Street NE, Suite 1000

Atlanta, Georgia 30309

Ph. (859) 287 - 3707

D. To the Surety:

LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley Street

Boston, MA 02116

Ph. (617)

357- - 9500

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)

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.**

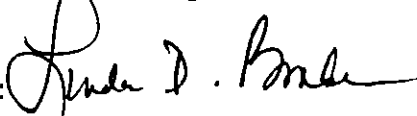
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners 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:

CFPN Ohio, LLC
 Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

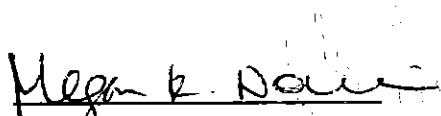
PRINTED NAME: Linda D. Booker
Secretary & Chief Financial Officer

TITLE: _____

DATE: 11/3/2023

SURETY:

LIBERTY MUTUAL INSURANCE COMPANY
 Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Megan K. Douaire

TITLE: Attorney-in-Fact

DATE: 11/3/2023

[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 _____, dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

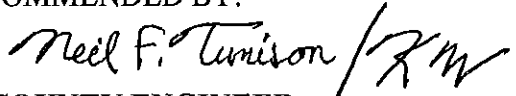
SIGNATURE: * 

PRINTED NAME: David Young

TITLE: President

DATE: 1-30-24

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210059-016072

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin A. Stahl, Elizabeth K. Sterling, Megan K. Douaire

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of May, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of November, 2023



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Effective Date: April 24, 1924

Expiration Date: April 1, 2024

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Accident & Health
Allied Lines	Inland Marine
Boiler & Machinery	Medical Malpractice
Burglary & Theft	Multiple Peril - Commercial
Collectively Renewable A & H	Multiple Peril - Farmowners
Commercial Auto - Liability	Multiple Peril - Homeowners
Commercial Auto - No Fault	Noncancellable A & H
Commercial Auto - Physical Damage	Nonrenew-States Reasons (A&H)
Credit	Ocean Marine
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director



AON RISK SERVICES SOUTH, INC.

3550 Lenox Road, N.E., Suite 1700
Atlanta, GA 30326

DATE: November 9, 2023
TO: Laura Taylor
FROM: Megan Douaire
RE: Bond No. 016242180
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
Final Plat Encore Drive - Encore Logistics Center (Section Two); SR 63 & Union
Rd, Lebanon, Ohio

Enclosed please find the above referenced bond executed at your request in the amount of \$439,287.58, dated 11/3/2023 for WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. Please note the bond must be properly signed and the corporate seal affixed.

Please forward the original to WARREN COUNTY BOARD OF COUNTY COMMISSIONERS; a copy has been emailed for your files.

If you should have any questions, or if I may be of further assistance, please do not hesitate to call me at 404-261-3400.

Sincerely,

AON RISK SERVICES SOUTH, INC.

A handwritten signature in black ink that reads "Megan". The signature is written in a cursive, flowing style.

Megan Douaire
enclosures
Record # 2936469

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

Resolution

Number 24-0170

Adopted Date January 30, 2024

APPROVING VARIOUS RECORD PLATS

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

- C5 Encore Logistics Center Section Two – Turtlecreek Township
- Bradley Ball Farm – Wayne Township

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 24-0171

Adopted Date January 30, 2024

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE ROACHESTER COZADDALE ROAD BRIDGE PROJECT FUND #4459

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Roachester Cozaddale Road Bridge Project, an amended certificate and a supplemental appropriation need to be accepted.

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$28,171.90 for the Roachester Cozaddale Road Bridge Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Engineer's Fund #4459 Roachester Cozaddale Road Bridge Project:

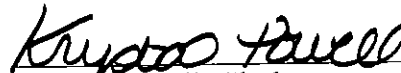
\$28,171.90 into 44593130-5320 (Capital Purchases)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Engineer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

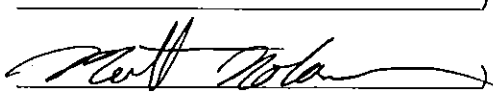
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, January 24, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2024	Taxes	Other Sources	Total
Roachester Cozzddale Rd Bridge	\$0.00		\$478,171.90	\$478,171.90
Fund 4459				
TOTAL	\$0.00	\$0.00	\$478,171.90	\$478,171.90

_____)
 _____)
)
 _____) Budget
 _____) Commission

AMEND 24 03
 4459 49000 +1,408.59
 4459 42902 +26,763.31
 Total 4459 +28,171.90

Resolution

Number 24-0172

Adopted Date January 30, 2024

APPROVING A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE KING AVENUE BRIDGE PROJECT FUND #4437

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the King Avenue Bridge #282-0.097 over the Little Miami River Improvements Project has requested a cash advance until monies are received from fund #2202; and

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

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

\$1,400,000.00	from	2202-45556	(Advances of Cash Out)
	into	4437-45555	(Cash Advance In)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Cash Advance File
Engineer (file)
OMB

Resolution

Number 24-0173

Adopted Date January 30, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011110 AND AN OPERATIONAL TRANSFER INTO TOURISM AND ECONOMIC DEVELOPMENT SUPPORT FUND #2213

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

Supplemental Appropriation

\$12,000,000 into #11011110-5997 (Operational Transfers)

Operational Transfer

\$12,000,000 from #11011110-5997 (Operational Transfers)
into #2213 49000 (Tourism & Econ Support – County Transfers)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

js/

cc: Auditor
Operational Transfer file
Supplemental App. file
Economic Development (file)
OMB (file)

Resolution

Number 24-0174

Adopted Date January 30, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND
#2285

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County
Sheriff's Office Fund #2295:

\$1,000.00 into 22852200 5210 (Materials & Supplies)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

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

Resolution

Number 24-0175

Adopted Date January 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE PROBATION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Probation Fund #11012600 in order to process a vacation leave payout for Jessica Reed, former employee of Juvenile Probation:

\$2,358.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
 into #11012600-5882 (Juvenile Probation – Vacation Leave Payout)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

Resolution

Number 24-0176

Adopted Date January 30, 2024

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

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Telecommunications Fund #11012810 in order to complete the processing of vacation payout for Paul Bernard, former employee of the Telecommunications Department due to calculation error:

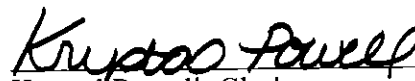
\$1.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
 into #11012810-5882 (Telecommunications – Vacation Leave Payout)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Telecom (file)
OMB

Resolution

Number 24-0177

Adopted Date January 30, 2024

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

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


\$2,251.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11012850-5882	(Dispatch – Vacation Leave Payout)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0178

Adopted Date January 30, 2024

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

BE IT RESOLVED, to approve the following appropriation adjustment:

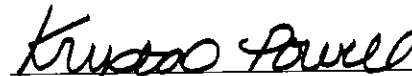
\$6,803.00 from #11012300-5910 (Other Expense)
 into #11012300-5318 (Data Bd. Approv. Non Cap)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
 Appropriation Adj. file
 Building/Zoning (file)

Resolution

Number 24-0179

Adopted Date January 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND
2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services
fund 2203:

\$10,000.00	from	22035310-5400	(Purchased Services)
	into	22035310-5840	(Unemployment Compensation)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Human Services (file)

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

Resolution

Number 24-0180

Adopted Date January 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND #5510

WHEREAS, the Water and Sewer Department incurs costs for billing service fees; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

\$1,000.00	from	55103209 - 5400	(Purchased Services)
	into	55103209 - 5910	(Other Expenses)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

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

Resolution

Number 24-0181

Adopted Date January 30, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN HEALTH INSURANCE FUND
#6632

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 1,000.00 from #66320100-5317 (Health – Non-Capital Purchase)
\$ 3,655.00 from #66320100-5910 (Health – Other Expense)
\$ 4,655.00 into #66320100-5400 (Health – Purchased Services)

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

Resolution

Number 24-0182

Adopted Date January 30, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	NATIONAL WATER SERVICES LLC	WAT CB MIDDLETOWN JUNCTION WF	\$ 446,644.00 *bid project
WAT	CINCYAUTOS INC	WAT 2023 F150 SUPERCAB TRUCK T	\$ 47,740.00 *vehicle
WAT	OHIO MACHINERY CO	WAT CAT COMPACT TRACK LOADER	\$ 101,169.00 *capital purchase
WAT	HAMILTON TWP	WAT CW TOWNE BLVD & GRANDIN RD	\$ 100,000.00 *capital purchase

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
ENG	LJB INC	ENG STEPHENS RD BRIDGE PROJECT	\$ 4,960.46 *decrease

1/30/2024 APPROVED:



Martin Russell, County Administrator

Resolution

Number 24-0183

Adopted Date January 30, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation leave payout for April Kamentz, former employee of Board of Elections:

\$2,488.93	from	#11011300-5102	(Regular Salaries)
	into	#11011300-5882	(Vacation Leave Payout)

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

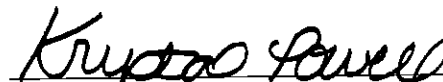
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)
OMB

Resolution

Number 24-0184

Adopted Date January 30, 2024

CONTINUING PUBLIC HEARING TO CONSIDER MODIFICATIONS TO THE RULES AND REGULATIONS OF THE WATER AND SEWER DEPARTMENT RELATIVE TO INCREASES TO WATER AND SEWER RATES, FEES, AND CHARGES

BE IT RESOLVED, to continue the public hearing to consider modifications to the Rules and Regulations of the Water and Sewer Department relative to increases to the water and sewer rates, fees and charges; said public hearing to be continued to Tuesday, February 27, 2024, at 9:00 a.m.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/cgb

cc: Water/Sewer (file)
Public Hearing file