Number <u>22-1188</u>

Adopted Date August 09, 2022

ACCEPT RESIGNATION OF LAUREN CAVANAUGH, DIRECTOR, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE SEPTEMBER 9, 2022

BE IT RESOLVED, to accept the resignation of Lauren Cavanaugh, Director, within Warren County Job and Family Services, Human Services Division, effective September 9, 2022.

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

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Human Services (file)

L. Cavanaugh's Personnel File

OMB – Sue Spencer Tammy Whitaker

Number <u>22-1189</u>

Adopted Date August 09, 2022

ACCEPT RESIGNATION OF RACHAEL OVERMAN, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JULY 29, 2022

BE IT RESOLVED, to accept the resignation, of Rachael Overman, Emergency Communications Operator, within the Warren County Emergency Services Department, effective July 29, 2022.

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

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Γina Osborne, Clerk

cc:

Emergency Services (file)
R. Overman's Personnel File
OMB – Sue Spencer
Tammy Whitaker

_{Number} 22-1190

Adopted Date August 09, 2022

ACCEPT RESIGNATION OF BRENDAN CZINEGE, WATER DISTRIBUTION WORKER III, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE AUGUST 10, 2022

BE IT RESOLVED, to accept the resignation, of Brendan Czinege, Water Distribution Worker III, within the Warren County Water and Sewer Department, effective August 10, 2022.

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

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

Tammy Whitaker

Number 22-1191

Adopted Date August 09, 2022

APPROVE PROMOTION OF DARA GEIGER TO THE POSITION OF ADOPTION SUPERVISOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is the desire of the Board to promote Dara Geiger to Adoption Supervisor; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Dara Geiger to the position of Adoption Supervisor within the Warren County Department of Job and Family Services, Children Services Division, unclassified, full-time permanent, exempt status, Pay Range B, \$2,280.31 bi-weekly, effective pay period starting August 13, 2022.

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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Children Services (file) cc: D. Geiger's Personnel file

OMB-Sue Spencer

Number 22-1192

Adopted Date August 09, 2022

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

WHEREAS, there exists an opening for an "Adoption Caseworker" position within the Warren County Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Adoption Caseworker" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 8, 2022.

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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

cc:

Children Services (file) OMB – Sue Spencer

Number <u>22-1193</u>

Adopted Date August 09, 2022

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

WHEREAS, Renee Hathaway, Protective Services Caseworker III within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective August 2, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Renee Hathaway's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.80 per hour effective pay period beginning August 13, 2022.

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 - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Children Services (file)

R. Hathaway's Personnel File

OMB – Sue Spencer

Number 22-1194

Adopted Date August 09, 2022

HIRE STEVE SCOTT AS PLANS EXAMINER WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to hire Steve Scott as Plans Examiner within the Building and Zoning Department, classified, full-time permanent status (40 hours per week), Pay Range #B, \$3,423.08 biweekly, effective September 1, 2022, subject to 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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R.

cc:

Building and Zoning (file) S. Scott's Personnel file OMB-Sue Spencer

_{Number} 22-1195

Adopted Date _August 09, 2022

APPROVE PROMOTION OF ALDEN PAYZANT FROM BUILDING AND ELECTRICAL INSPECTOR III TO RESIDENTIAL BUILDING OFFICIAL WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Payzant had the required certification at the time the Warren County Board of Commissioners adopted the Residential Building Official classification and should have been promoted to said position at that time; and

WHEREAS, it is the desire of the Board to promote Mr. Payzant to a Residential Building Official classification; and

NOW THEREFORE BE IT RESOLVED, to promote Alden Payzant from Building and Electrical Inspector III to Residential Building Official at pay range #20, \$32.44 per hour, effective pay period beginning June 4, 2022; and

BE IT FURTHER RESOLVED, to approve a 2% pay increase for Mr. Payzant to a new rate at \$33.09 per hour to reflect resolution #22-1148, adopted July 26, 2022, effective pay period beginning July 30, 2022.

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 – yea Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Building/Zoning (file)
A. Payzant's Personnel File

OMB-Sue Spencer

Number 22-1196

Adopted Date August 09, 2022

AMEND RESOLUTION #22-0980 APPROVING THE HIRE OF LISA HICKS AS COMMUNITY MANAGER WITHIN WARREN TELECOMMUNICATIONS DEPARTMENT

WHEREAS, pursuant to Resolution #22-0980, adopted July 5, 2022, this Board approved the hire of Lisa Hicks with a start date of August 1, 2022; and

WHEREAS, Ms. Hicks has requested a start date of August 15, 2022; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #22-0980, adopted July 5, 2022, to reflect the correct start date to August 15, 2022.

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 - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

L. Hicks' Personnel file Telecommunications (file) OMB – Sue Spencer

Number 22-1197

Adopted Date August 09, 2022

AMEND RESOLUTION #22-1108 APPROVING THE HIRE OF SETH SANDLIN AS CUSTODIAL WORKER I WITHIN WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, pursuant to Resolution #22-1108, adopted July 26, 2022, this Board approved the hire of Seth Sandlin with a pay rate of \$15.00; and

WHEREAS, pursuant to Resolution #22-1148, adopted July 26, 2022, this Board approved a 2% increase to the Commissioners pay scale, effective pay period beginning July 30, 2022; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #22-1108, adopted July 26, 2022, to reflect the correct hire pay rate of \$15.30 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 - yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

S. Sandlin's Personnel file Facilities Management (file)

OMB - Sue Spencer

Number_22-1198

Adopted Date August 09, 2022

RESCIND RESOLUTION #22-1073 WHICH AUTHORIZED THE HIRING OF JENNIFER WILSON, WATER AND SEWER UTILITY CLERK, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to rescind Resolution #22-1073, adopted July 19, 2022, which authorized the hiring of Jennifer Wilson as Water and Sewer Utility Clerk within Warren County Water and Sewer Department.

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 – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Water and Sewer (file)
J. Wilson's Personnel file

OMB

Number 22-1199

Adopted Date August 09, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, AUGUST 11, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, August 11, 2022.

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

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Auditor____

Commissioners' file

Press 🗸

Number 22-1200

Adopted Date August 09, 2022

AUTHORIZE REQUEST FOR PROPOSALS FOR GARAGE FLEET MANAGEMENT SYSTEM WITH IMPLEMENTATION SERVICES FOR THE WARREN COUNTY GARAGE

BE IT RESOLVED, to advertise for Request for Proposals for Garage Fleet Management System with Implementation Services for the Warren County Garage; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation beginning the week of August 21, 2022 and for two consecutive weeks on the Warren County website, with proposals due Tuesday, September 6, 2022 @ 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 – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP

Garage (file) cc:

OMB Bid file

Number 22-1201

Adopted Date _ August 09, 2022

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Love Tattoo Foundation is holding an event at the Warren County Fairgrounds on October 15, 2022, in order to raise funds for various programs benefiting veterans; and

BE IT RESOLVED, to authorize the President of the Board to sign permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Love Tattoo Foundation for the purpose of obtaining a liquor license during an event to be held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control

Agricultural Society (file)

James Williams

Number 22-1202

Adopted Date August 09, 2022

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE SUPREME COURT OF OHIO ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute a Memorandum of Understanding with the Supreme Court of Ohio, for the Failure to Appear Pilot Project on behalf of the Warren County Juvenile Court. Copy of MOU is attached hereto and made a part hereof

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

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

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

c/a—Supreme Court of Ohio Juvenile (file)

The Supreme Court of Phio

FAILURE-TO-APPEAR PILOT-PROJECT MEMORANDUM OF UNDERSTANDING

This Failure-to-Appear Pilot-Project Memorandum of Understanding ("MOU") is entered into by the Supreme Court of Ohio ("Court") and Warren County Board of Commissioners on behalf of the Warren County Court of Common Pleas, Probate and Juvenile Division ("Pilot Site") as follows:

Section 1: Purpose

- A. The purpose of this MOU is to identify the duties and responsibilities of the above-named parties necessary for the Failure-to-Appear Pilot Project ("Project").
- B. During the Project, the Pilot Site will implement a text-based message-reminder system ("System") through Technology Grant Funding that was previously provided to the Pilot Site by the Court. (Award Number 1249) The purpose of the System is to improve the appearance rate of court users to their scheduled hearings, appointments, and other court-required activities. This MOU shall guide the Court and the Pilot Site and provide a mutual understanding of the roles and responsibilities of each party.

Section 2: Term

This MOU shall be effective from the date of execution of the MOU until the completion of the Project, anticipated to be 10–12 months, including development, implementation, midpoint evaluation, and post evaluation.

Section 3: Responsibilities of the Court

- A. Through the Court's Technology Grant Fund opportunity, the Pilot Site has been awarded funding which includes text-message technology. The amount of the award will not be increased.
- B. The Court shall not be responsible for integration of the System into the Pilot Site's case-management system.
- C. The Court will coordinate uniform data collection from the Pilot Site.
- D. The Court will create any written summaries, education, or trainings based on the input and result of this Project.

Section 4: Responsibilities of the Pilot Site

A. The Pilot Site agrees to implement and maintain the Project as described and approved by the Court, pursuant to the terms and conditions set forth in this MOU. Additionally, the Pilot Site agrees to do all of the following:

- Use the System for cases for one year from the date it launches the platform to the public;
- Provide baseline, mid-point, and final data to the Court for use in Project-success analysis;
- Attend kick-off meeting, midpoint education event, and roundtables;
- · Cooperate with the Court to evaluate the pilot program and its performance; and
- Use provided pertinent materials to support the Project.
- B. The Pilot Site shall designate personnel available for the duration of the Project. General duties and time expectations for each identified position may vary based on the specific needs of the Pilot Site. The Pilot Site shall provide the Court with point(s) of contact for the roles of Project Administrator and Administrative Judge.
- C. The Pilot Site shall comply with all federal and state laws, rules, and regulations applicable to the performance of this MOU.

Section 5: Project Scope

- A. The Pilot Site shall utilize the System in accordance with the MOU. The Pilot Site shall obtain written permission from the Court for changes to the System that impact the Project scope. The Pilot Site shall contact the Court's Contact listed in Section 19 for procedures to request adjustments. The Court is not obligated to permit changes to the Project scope.
- B. The Pilot Site agrees that there shall be no substantial variance from its utilization of the System without prior written approval.
- C. The Pilot Site agrees to notify the Court if the Pilot Site encounters difficulties in the performance of or is unable to proceed with the Project.

Section 6: Payment and Reimbursement Process

The Project is funded from the Technology Grant Fund, award number 1249. The ongoing costs of text-based messages (i.e., email or SMS messaging) are the responsibility of the awarded Pilot Site.

Section 7: Rights in Data

- A. The Pilot Site shall provide access to data necessary for the functionality and intended use of the System. All data is owned by the Pilot Site.
- B. The Pilot Site and the Court shall establish a secure process to exchange data under this MOU for the purpose of evaluating the effectiveness of the ODR Platform.

C. Data elements to be shared with the Court by the Pilot Site include both quantitative information regarding legal outcomes and users (e.g., number of cases, failure-to-appear rate, number of messages sent) and qualitative data regarding procedural satisfaction (e.g., user perception of fairness).

Section 8: Entire MOU

This MOU and all materials incorporated by reference here constitute the understanding between the parties. Where there is a conflict between the terms of this MOU and the incorporated documents, this MOU shall control.

Section 9: Changes and Modifications

Any changes or modifications to this MOU that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. All changes and modifications shall be in writing, signed by the parties, and appended to this MOU.

Section 10: Termination of MOU

The Pilot Site shall be in default under this MOU if the Pilot Site fails to timely perform or observe any of its obligations under this MOU, or withdraws from the Project, and does not remedy the failure or withdrawal within five business days of the receipt of written notice by the Court of such default.

Section 11: Resolution of Disputes

The Court and the Pilot Site recognize that litigation can be an expensive, resource-consuming process for resolving disputes. Therefore, the Court and the Pilot Site agree that if any controversy or dispute arises out of or relates to this MOU or the Project, they will attempt in good faith to settle the dispute through mediation. The Court and the Pilot Site shall attempt to mutually agree as to the mediator, and complete mediation within 30 days.

Section 12: Law, Forum, and Venue

This MOU shall be construed and interpreted, and the rights of the parties shall be determined in accordance with, the laws of the State of Ohio. All actions arising out of this MOU shall be instituted in a court of competent subject-matter jurisdiction in Franklin County, Ohio.

Section 13: Severability

Whenever possible, each provision of this MOU shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this MOU is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this MOU.

Section 14: Responsibility for Claims

Section not used.

Section 15: Certification of Funds

The Court represents that it has adequate funding available to fund the Failure to Appear Pilot Project, however, the Court may terminate this MOU should its appropriations or other revenues be reduced.

Section 16: Applicable Policies

With respect to activities associated with this Project, the Pilot Site is subject to the Court's policies on equal employment opportunity, discrimination and sexual harassment, and drug-free workplace.

Section 17: Assignment

The Pilot Site may not assign any rights, duties, or obligations described in this MOU without the written approval of the Court.

Section 18: Miscellaneous

- A. Counterpart Signatures. This MOU may be executed by electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same MOU.
- B. Agreement Controlling. Where there is a conflict between this MOU's terms and the incorporated documents, this MOU controls.
- C. Signatory Authority. The parties to this MOU warrant that the signatories below have full authority to bind their respective entities to this MOU's terms.

Section 19: Contacts

The Court's contact about this MOU is:

Mallory Geib, Grant Administrator Supreme Court of Ohio grants@sc.ohio.gov Office: 614.387.9522

The Pilot Site's contact about this MOU is:

Laura Schnecker, Court Administrator Warren County Court of Common Pleas, Probate and Juvenile Division laura.schnecker@co.warren.oh.us 513-695-1615 The parties have executed this MOU as of the date of the last signature below.

THE SUPREME COURT OF OHIO

Stephanie E. Kluss	07.28.2022
Stephanie Hess	Date
Interim Administrative Director	
65 S. Front Street	
Columbus, Ohio 43215	

President Bate

Ton Grosmann
Printed Name

22 · /202 Resolution Number

Approved as to form,

Adam M. Nice (Reg. # 0082728) Assistant Prosecuting Attorney

Number <u>22-1203</u>

Adopted Date _August 09, 2022

ENTER INTO AN AGREEMENT WITH CLIMATE CONDITIONING COMPANY, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Climate Conditioning Company, Inc. will provide UPS backup power unit for Warren County Dispatch Center; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Climate Conditioning Company, Inc. per Quote# CPQ-274906-3 on behalf of Warren County Telecommunications to purchase a UPS back up power unit for Warren County Dispatch Center as attached hereto and 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 – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Climate Conditioning Company, Inc.

Telecom (file)

Number <u>22-1204</u>

Adopted Date August 09, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM CENTRAL SQUARE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS PROFESSIONAL SERVICES BUNDLE INCLUDING ANI-ALI INTERFACE TO BE REPARSED LISTED ON THE ATTACHED QUOTE Q-106160

WHEREAS, Central Square will provide professional services bundle for ANI-ALI interface and all other items listed on the Q-106160 quote for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Central Square quote on behalf of Warren County Telecommunications for professional services bundle as attached hereto and 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 – yea Mr. Young – yea Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Central Square Telecom (file)



Quote prepared on: July 26, 2022 Quote prepared by: Kimberly Willis kimberly willis@centralsquare.com

Quote #: Q-106160

Primary Quoted Solution: PSJ Enterprise
 Quote expires on: October 23, 2022

Quote prepared for: Joshua Moyer Warren County 500 Justice Drive Lebanon, OH 45036-1308 (513) 695-1810

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

				Services To	otal	2,4	496,00 USD
1.	12 Hour PSJ Pro	fessional Services	s Bundle				2,496.00
	DESCRIPTION						TOTAL

QUOTE SUMMARY

Services Subtotal
2,496.00 USD

Quote Subtotal

2,496.00 USD



Quote prepared on:
July 26, 2022
Quote prepared by:
Kimberly Willis kimberly.willis@centralsquare.com

Quote Total .2,496.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

100% Due Upon Contract Execution



Quote prepared on: July 26, 2022 Quote prepared by: Kimberly Willis kimberly.willis@centralsquare.com

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

SERVICES BUNDLE TERMS AND CONDITIONS

PSJ/PA Services Bundles are purchased as a quantity of hours at a fixed hourly rate with fees paid in advance. Service Bundle fees shall be solely applied to professional services which includes consulting services, training services, GIS consulting services, and/or technical services requested by the Customer. For the sake of clarity, data conversion and funded development are excluded from use of Service Bundle hours. Service Bundle fees may not be used or converted for use with any other CentralSquare service or product. Service Bundle hours must be requested at least two (2) weeks in advance via psservicesrequest@centralsquare.com. Service Bundle hours are available for use twelve (12) months from the date of execution of the applicable purchase agreement until used. No rebates, refunds, or credits will be issued for any purchased Service Bundle hours which are not used (i) after such date; or (ii) in the event of termination or expiration of the Agreement.

PURCHASE ORDER INFORMATION

Name of the State
ls a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)
Yes[] No[]
Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.
PO Number:
Initials:



Quote prepared on: July 26, 2022 Quote prepared by: Kimberly Willis kimberly.willis@centralsquare.com

Signature:

Name: Ton Gressor

Date: 8.9.22

Title: President

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Number 22-1205

Adopted Date August 09, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT #1, SALES ORDER Q-95691 FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report #1, Sales Order Q-95691 for Enterprise CAD RapidSOS Interface; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report #1, Sales Order Q-95691 for Enterprise CAD RapidSOS Interface 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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)

Telecom (file



TECHNOLOGIES

Warren County, OH Sales Order Q-95691 Task Completion Report #1

Reference: Enterprise CAD RapidSOS Interface Q-95691 PO 22001960

Effective Date: 7/26/2022

San Jan

The purpose of the Task Completion Report ("TCR") is to document the mutual agreement between CentralSquare and the Client on the items listed in this TCR, in reference to Warren County, OH — Enterprise CAD RapidSOS Interface Q-95691

Completion of Project Deliverables:

- Review Operational Scenarios Document (OSD) for Enterprise CAD RapidSOS standard interface Rev. No. 2 – 7/25/2022
- 2. Review Interface Configuration Document (ICD) for Enterprise CAD RapidSOS standard interface Rev. No. 2 7/25/2022

Acknowledgement: OSD and ICD approval, Enterprise CAD RapidSOS standard interface

Approval of this TCR does not generate an invoice related to this project

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this Document may result in a project slowdown or stoppage.

Please sign and return this document to CentralSquare.

1 - L

	Approvals
Client Project Manager	Print Name: Ton Knossmann
CentralSquare Project Manager	Print Name: William M. McClamroch
	Signature: William My Classic 7/26/2022

_{Number} 22-1206

Adopted Date August 09, 2022

ENTER INTO AN AGREEMENT WITH BUCKEYE POWER SALES CO. INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Buckeye Power Sales Co. Inc. will provide maintenance for all generators located at all Tower sites in Warren County; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Buckeye Power Sales Co. Inc. Quote# PMA1043529 on behalf of Warren County Telecommunications to provide maintenance for all generators located at all Tower Sites in Warren County as attached hereto and 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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

c/a—Buckeye Power Sales

Telecom (file)



C00459580 Bill-to Customer No. Warren County Commissioners (E) **Building Services** 406 Justice Drive Lebanon, OH 45036 USA

Contact

Mark Zindel

Phone No.

513-933-1313

E-Mail

mark.zindel@co.warren.oh.us

Salesperson

Marissa Maloney

Description

Prepaid Agreement

Planned Maintenance Agreement 09/01/22 through 08/31/23 -Agreement includes: 1 Major and 1 Minor Service per year

-Agreement includes annual 2 hour load bank test

Planned Maintenance Agreement Quote

Page 1

Buckeye Power Sales Co., Inc.

4992 Rialto Road

West Chester, OH 45069

USA

Phone No.

513.755.2323

Fax No.

513.755.4515

Quote No.

PMA1043529

Accept Before

08/27/22

Renewal Date Invoice Period 09/01/22

Annual Amount

Year 9,622.00

Contract No.

PMA1004488

Contract Type

Contract Renewal

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address

Warren County Telecom Black Hawk Tower

7382 State Route 123

Blanchester, OH 45107

USA

EQ1001364 30REZG, 30 kW, 60 Hz

KH30REZG

SGM324L8M

965.00

Ship-to Address

Warren Co. Goose Creek Tower

6452 Furnas-Oglesby Rd.

LEBANON, OH 45036

USA

EQ0205179 PM for 2212723 GSE CRK TS

KH25RZGB

2212723 GSE CRK TS

975.00

Ship-to Address

Warren Co. Telecom Hatfield Tower

2997 Hatfield Rd.

LEBANON, OH 45036

USA

EQ1007167 PM for 2240363 HTFLD

KH25RZGB

2240363

767,00

Ship-to Address

Warren Co. Telecom Lytle Tower 2 Site

360 East Lytle Five Points Rd.

LEBANON, OH 45036

USA

EQ1002496 PM for SGM327C9B LYTLE

KH30REZG

SGM327C9B

965.00



Bill-to Customer No. C00459580 Warren County Commissioners (E) Building Services 406 Justice Drive Lebanon, OH 45036

USA

Contact

Mark Zindel

Phone No.

513-933-1313

E-Mail

mark.zindel@co.warren.oh.us

Salesperson Description Marissa Maloney Prepaid Agreement

Ship-to Address

Warren Co. Manchester Tower

5700 S. Dixie Hwy

Franklin, OH 45005

USA

EQ0205176 PM for 4036362 MNCTR TS

GN0047253

4036362 MNCTR TS

Planned Maintenance Agreement Quote

513.755.2323

513.755.4515

PMA1043529

PMA1004488

Contract Renewal

08/27/22

09/01/22

9,622.00

Year

Buckeye Power Sales Co., Inc.

West Chester, OH 45069

Page 2

USA

Phone No.

Quote No.

Accept Before

Renewal Date

Invoice Period

Contract No.

Contract Type

Annual Amount

Fax No.

4992 Rialto Road

1,005.00

EQ1043090 25RZGB

KH25RZGB

2243837

975.00

Ship-to Address

Warren Co. Snider Tower

8181 Snider Rd.

Mason, OH 45040

USA

EQ0205178 PM for 2294017 SNIDER TS

KH20RES

2294017 SNIDER TS

1,005.00

Ship-to Address

Warren Co. Washington Township

6415 Wilmington Rd.

Oregonia, OH 45054

USA

EQ1001391 PM for SGM324L8N WASH

KH30REZG

SGM324L8N

965.00

Ship-to Address

Warren Co. Telecom Zoar Tower

790 East U.S. Rt. 22

Maineville, OH 45039

USA

EQ0205175 PM for 381595 ZOAR TS

GN0047253

381595 ZOAR TS

1,005.00

EQ1043799 25RZGB

KH25RZGB

2243836

995.00

Customer Signature Line

Hease do not pay the total indicated on this Quotation as it foes not include the applicable sales tax. A separate invoice will be sent for paymen; once the signed Greement has been returned to BPS.

PO#

Sign

Print Date

Britany N. Saurber Service Sales Admin.

APPROVED AS TO FORM

Asst. Prosecuting Attorney

Please conail or mail signed copy to Brittany Saurber. brittany. Saurber@buckeyepowersales.com or 4992 Rialto Rd. West Chester, OH 45069

Customer Name: Warren County Commissioners (E)

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
 - Bankruptcy or insolvency of either party
- Assignment of this Agreement by either party without consent of the other party
- Sale of the business of either party
- Acts of God
- Death or dissolution of either party
- Impracticability and/or impossibility of performance
- This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indomnitees") hautiless from and against any and all claims; losses, costs, expenses, attorney's fees and liabilities ("Chaims") arising out of or related to the goods and services relating to this agreement.
- If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the carnet in the same action or in a separate action brought for that purpose.

 RNIC
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article

4.02 Periodic Service

- Services provided in each Servicing Agent's maintenance trip will include the following:
 - Inspect air cleaner
 - Test antifreeze and adjust
 - Check coolant level
 - Inspect belts and hoses as required
 - Check engine heater operation
 - Check generator set for fuel, oil, coolant leaks
 - Check air intakes and outlets
 - Check transfer tank operation
 - Drain exhaust line
 - Inspect silencer
 - Check battery charger operation and charge rate

- Check battery electrolyte levels and specific gravity
- Clean battery terminals as necessary
- Check generator output voltage and adjust as necessary
- Emergency system operation without load transfer
- Frequency check/governor adjustment, as required
- Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
- Check engine alternator charge rates
- Check engine and generator gauge and indicator operation
- Check generator set controller operation including shutdown functions
- Perform engine checks per manufacturer's recommendations

PMA Quote No: PMA1043529

Customer Name: Warren County Commissioners (E)

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

4.03 Annual Maintenance

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:
 - Lube, oil and filter(s) change
 - Fuel filter(s) change
 - Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.
 - *Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

4.04 Third Year Maintenance (only if specified)

- Services provided in Servicing Agent's Third Year Maintenance Trip will include the items listed in Sections 4.02, 4.03, and the following:
 - Replace air filter(s)

- Replace radiator cap

- Replace coolant

- Replace coolant hoses

- Replace belts
- 4.05 Load Bank Service (only if specified as "Additional Services")
 - Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.
- 4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.
- 4.07 THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.
- 4.08 This Planned Maintenance Agreement is not a guarantee of equipment availability.

Number <u>22-1207</u>

Adopted Date August 09, 2022

ENTER INTO CONTRACT WITH MOODY'S OF DAYTON INC. FOR THE 2022 WELL REDEVELOPMENT PROJECT REBID

WHEREAS, pursuant to Resolution #22-1124 dated July 26, 2022, this Board approved a Notice of Intent to Award Bid for the 2022 Well Redevelopment Project Rebid to Moody's of Dayton Inc., for a total bid price of \$278,692.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Moody's of Dayton Inc., 4359 Infirmary Road, Miamisburg, Ohio 45342, for a total contract price of \$278,692.00; 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 – yea Mr. Young – yea Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Γina Osborne, Clerk

KP/

cc:

c/a—Moody's of Dayton Inc.

Water/Sewer (file)
OMB Bid file

SECTION 00 60 10 CONTRACT

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:

2022 WELL REDEVELOPMENT PROJECT - REBID

hereinafter called the project, for the sum of \$278,692.00 (Two Hundred Thousand Seventy- Eight Thousand, Six Hundred Ninety-Two Dollars,) and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

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

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

Substantial completion: 180 days from Notice to Proceed.

<u>Final completion</u>: Site restoration work completed, and Contract Closeout shall be completed within 210 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)

om Grossmann, President

Attest: Supton Pavell

ivame

(Seal)

ATTEST:

CONTRACTOR NAME HERE

(Contractor)

Na

T:41a

Approved as to Form:

 $00\ 60\ 10-3$

Namber 22-1208

Adopted Date August 09, 2022

ENTER INTO CONTRACT WITH MAJORS ENTERPRISES INC. FOR THE KINGS MILLS ROAD RELIEF SEWER PROJECT

WHEREAS, pursuant to Resolution #22-1123 dated July 26, 2022, this Board approved a Notice of Intent to Award Bid for the Kings Mills Road Relief Sewer Project to Majors Enterprises Inc., for a total bid price of \$137,750.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Majors Enterprises Inc., 6393 Hamilton Lebanon Road, Monroe, Ohio 45050, for a total contract price of \$137,750.00; 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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Fina Osborne, Clerk

KP/

cc:

c/a—Majors Enterprises Inc.

Water/Sewer (file)
OMB Bid file

SECTION 00 60 10 CONTRACT

THIS AGREEMENT, made this _____ day of ______, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Majors Enterprises Inc., 6393 Hamilton Lebanon Road, Monroe, Ohio 45050 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:

KINGS MILLS ROAD RELIEF SEWER PROJECT

hereinafter called the project, for the sum of \$137,750.00 (One Hundred Thirty- Seven Thousand, Seven Hundred Fifty Dollars), and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

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

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

Substantial completion: 120 days from Notice to Proceed.

<u>Final completion</u>: Site restoration work completed, and Contract Closeout shall be completed within 150 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)

Tom Grossmann, President

ATTEST:	
Kuptoo Paul Name	
(Seal)	
ATTEST:	Majors Enterprises Inc.
Kristin Fessel	(Contractor) By: Mild Majas
	Name President
	Title
Approved as to Form:	
Assistant Prosecutor	

Number_22-1209

Adopted Date August 09, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/2/22, and 8/4/22, 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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Auditor

Number 22-1210

Adopted Date August 09, 2022

ACKNOWLEDGE RECEIPT OF JULY 2022 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the July 2022 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor (file)

S. Spencer

Tina Osborne



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	70,839,912.42	7,388,343.25	5,947,896.56	72,280,359.11	589,335.10	72,869,694.21
2201	SENIOR CITIZENS SERVICE LEVY	10,200,092.01	0.00	486,093.76	9,713,998.25	0.00	9,713,998.25
2202	MOTOR VEHICLE	9,315,813.87	1,054,899.15	876,770.22	9,493,942.80	58,684.94	9,552,627.74
2203	HUMAN SERVICES	193,113.07	2,805.00	254,632.55	-58,714,48	24,069.85	-34,644.63
2204	COVID19 EMERGENCY RENTAL ASSIS	4,683,194.29	0.00	22,114.41	4,661,079.88	12,086.59	4,673,166.47
2205	BOARD OF DEVELOPMENTAL DISABIL	40,138,387.59	206,617.56	6,139,786.50	34,205,218.65	211,462.89	34,416,681.54
2206	DOG AND KENNEL	879,605.44	10,447.16	25,953.55	864,099.05	460.00	864,559.05
2207	LAW LIBRARY RESOURCES FUND	103,720.79	33,695.49	31,573.97	105,842.31	45.00	105,887.31
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	0.00	10,000.00	0.00	10,000.00	0.00	10,000.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	31,608,023.58	0.00	2,383,580.73	29,224,442.85	2,081,982.34	31,306,425.19
2212	ONEOHIO OPIOID SETTLEMENT FUND	0.00	91,192.54	0.00	91,192.54	0.00	91,192.54
2215	VETERAN'S MEMORIAL	7,528.84	0.00	0.00	7,528.84	0.00	7,528.84
2216	RECORDER TECH FUND 317.321	427,121.21	11,896.00	46,937.60	392,079.61	0.00	392,079.61
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	601,625.34	102,952.01	18,280.00	686,297.35	15,725.00	702,022.35
2219	WIRELESS 911 GOVERNMENT ASSIST	423,913.32	11,414.65	15,514.66	419,813.31	0.00	419,813.31
2220	CP INDIGENT DRVR INTRLK/MONITG	9,927.46	55.78	0.00	9,983.24	0.00	9,983.24
2221	CC/MC INDIGENT DRIVER INTERLOC	115,185.77	1,157.35	0.00	116,343.12	0.00	116,343.12
2222	JUV INDIGENT DRIVER INTERLOCK	2,261.32	0.00	0.00	2,261.32	0.00	2,261.32
2223	PROBATE/JUVENILE SPECIAL PROJ	318,982.61	2,998.99	0.00	321,981.60	0.00	321,981.60
2224	COMMON PLEAS SPECIAL PROJECTS	237,322.85	8,093.00	57,645.00	187,770.85	55,145.00	242,915.85
2227	PROBATION SUPERVISION 2951.021	750,449.87	41,041.73	10,281.16	781,210.44	325.00	781,535.44
2228	MENTAL HEALTH GRANT	137,509.69	7,500.00	0.00	145,009.69	0.00	145,009.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,874,633.84	48,501.77	7,921.00	2,915,214.61	0.00	2,915,214.61
2231	CO LODGING ADD'L 1%	101,534.95	106,714.74	101,534.95	106,714.74	0.00	106,714.74

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	304,604.58	320,290.48	304,604.58	320,290.48	0.00	320,290.48
2233	DOMESTIC SHELTER	19,329,00	3,984.67	19,329.00	3,984.67	0.00	3,984.67
2237	REAL ESTATE ASSESSMENT	4,093,057,41	0.00	102,799.81	3,990,257.60	1,330.00	3,991,587.60
2238	WORKFORCE INVESTMENT BOARD	131,736.31	53,017.00	167,613.23	17,140.08	23,729.00	40,869.08
2243	JUVENILE GRANTS	330,322.09	10,085.56	6,051.20	334,356.45	2,500.00	336,856.45
2245	CRIME VICTIM GRANT FUND	21,098.96	3,910.26	3,824.06	21,185.16	0.00	21,185.16
2246	JUVENILE INDIGENT DRIVER ALCOH	21,170.09	58.50	0.00	21,228.59	0.00	21,228.59
2247	FELONY DELINQUENT CARE/CUSTODY	376,122.75	838,027.61	93,568.67	1,120,581.69	2,144.89	1,122,726.58
2248	TAX CERTIFICATE ADMIN FUND	27,762.70	0.00	152.00	27,610.70	0.00	27,610.70
2249	DTAC-DELINQ TAX & ASSESS COLLE	761,255.18	0.00	14,492.06	746,763.12	0.00	746,763.12
2250	CERT OF TITLE ADMIN FUND	3,677,093.65	215,344.56	90,123.93	3,802,314.28	2,185.37	3,804,499.65
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	81,171.75	23,135.00	29,702.08	74,604.67	129.17	74,733.84
2255	MUNICIPAL VICTIM WITNESS FUND	93,041.10	0.00	3,774.13	89,266.97	0.00	89,266.97
2256	WARREN COUNTY SOLID WASTE DIST	1,158,345.91	7,508.00	10,918.93	1,154,934.98	0.00	1,154,934.98
2257	OHIO PEACE OFFICER TRAINING	127,804.32	0.00	400.00	127,404.32	0.00	127,404.32
2258	WORKFORCE INVESTMENT ACT FUND	82,829.41	45,046.00	62,469.35	65,406.06	30,704.56	96,110.62
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	14,916.54	14,916.54	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	789,405.54	29,390.80	19,140.95	799,655.39	2,402.00	802,057.39
2263	CHILD SUPPORT ENFORCEMENT	1,297,083.63	379,086.70	222,587.61	1,453,582.72	279.87	1,453,862.59
2264	EMERGENCY MANAGEMENT AGENCY	294,580.83	0.00	16,755.62	277,825.21	511.13	278,336.34
2265	COMMUNITY DEVELOPMENT	574,334.24	6,794.00	7,085.22	574,043.02	0.00	574,043.02
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	23,502.75	0.00	591.73	22,911.02	0.00	22,911.02
2268	INDIGENT GUARDIANSHIP FUND	254,473.66	2,010.00	152.09	256,331.57	0.00	256,331.57
2269	INDIGENT DRIVER ALCOHOL TREATM	704,499.99	6,746.44	0.00	711,246.43	0.00	711,246.43
2270	JUVENILE TREATMENT CENTER	263,942.19	11,289.24	107,136.42	168,095.01	780.02	168,875.03
2271	DTAC-PROSECUTOR ORC 321.261	326,828.19	0.00	14,394.20	312,433.99	0.00	312,433.99
2272	CP INDIGENT DRVR ALC TREATMT	48,277.05	0.00	0.00	48,277.05	0.00	48,277.05
2273	CHILDREN SERVICES	9,876,468.23	572,625.90	618,870.33	9,830,223.80	295,377.74	10,125,601.54
2274	COUNTY COURT COMPUTR 1907.261A	77,135.46	1,330.00	64.74	78,400.72	0.00	78,400.72
2275	COUNTY CRT CLK COMP 1907.261B	55,238.90	4,083.00	0.00	59,321.90	0.00	59,321.90
2276	PROBATE COMPUTER 2101.162	94,984.63	693.00	0.00	95,677.63	0.00	95,677.63
2277	PROBATE CLERK COMPUTR 2101.162	264,399.01	2,312.00	0.00	266,711.01	0.00	266,711.01
2278	JUVENILE CLK COMPUTR 2151.541	38,779.33	1,043.99	0.00	39,823.32	0.00	39,823.32
2279	JUVENILE COMPUTER 2151.541	45,073.58	314.99	0.00	45,388.57	0.00	45,388.57
2280	COMMON PLEAS COMPUTER 2303.201	74,478.74	1,170.00	0.00	75,648.74	0.00	75,648.74
2281	DOMESTIC REL COMPUTER 2301.031	10,741.02	210.00	726.56	10,224.46	726.56	10,951.02
2282	CLERK COURTS COMPUTER 2303.201	154,906.94	4,384.00	0.00	159,290.94	0.00	159,290.94
2283	COUNTY CT SPEC PROJ 1907.24B1	2,019,206.35	26,354.13	31,646.99	2,013,913.49	96,49	2,014,009.98
2284	COGNITIVE INTERVENTION PROGRAM	424,561.72	5,200.80	22,852.45	406,910.07	0.00	406,910.07
2285	CONCEALED HANDGUN LICENSE	812,737.61	4,152.50	5,327.70	811,562.41	185.98	811,748.39
2286	SHERIFF-DRUG LAW ENFORCEMENT	9,210.95	141.00	1,188.69	8,163.26	2,630.22	10,793.48
2287	SHERIFF-LAW ENFORCEMENT TRUST	201,255.55	2,609.95	1,836.77	202,028.73	43.06	202,071.79
2288	COMM BASED CORRECTIONS DONATIO	4,242.01	0.00	0.00	4,242.01	0.00	4,242.01
2289	COMMUNITY BASED CORRECTIONS	362,896.25	231,562.00	54,575.71	539,882.54	300.00	540,182.54
2290	HAZ MAT EMERG PLAN SPEC FUND	4.48	0.00	0.00	4.48	0.00	4.48
2291	SHERIFF-D.A.R.E. PROGRAM	1,436.14	0.00	0.00	1,436.14	0.00	1,436.14
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	13,082.00	0.00	0.00	13,082.00	0.00	13,082.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	52,373.21	0.00	26,186.59	26,186.62	0.00	26,186.62
2295	TACTICAL RESPONSE UNIT	24,134.42	750.00	0.00	24,884.42	0.00	24,884.42
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	134,095.43	325.40	0.00	134,420.83	0.00	134,420.83
2298	REHAB INC FUNDS	80,123.46	0.00	0.00	80,123.46	0.00	80,123.46
2299	COUNTY TRANSIT	1,370,941.34	440,097.82	25,945.84	1,785,093.32	0.00	1,785,093.32
3327	BOND RETIREMENT SPECIAL ASSMT	91,557.37	0.00	0.00	91,557.37	0.00	91,557.37
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	912,126.88	0.00	0.00	912,126.88	0.00	912,126.88
3384	TAX INCREMENT FINANCING - P&G	433,500.00	0.00	0.00	433,500.00	0.00	433,500.00
3393	RID BOND GREENS OF BUNNEL	3,124,504.22	0.00	0.00	3,124,504.22	0.00	3,124,504.22
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	912,006.54	464,624.20	608,006.95	768,623.79	116,253.23	884,877.02
4438	NB COLUMBIA/3C RIGHT TURN LN	318,302.00	0.00	0.00	318,302.00	0.00	318,302.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	21,050,000.00	0.00	0.00	21,050,000.00	0.00	21,050,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4454	FIELDS-ERTEL RD IMPROV PROJ	312,519.73	0.00	35,919.79	276,599.94	0.00	276,599.94
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	4,657,492.78	0.00	158,755.06	4,498,737.72	128,249.00	4,626,986.72
4479	AIRPORT CONSTRUCTION	976,237.49	0.00	14,647.01	961,590.48	0.00	961,590.48
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	752,554.01	0.00	0.00	752,554.01	0.00	752,554.01
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,965,539.51	0.00	241,575.07	3,723,964.44	206,446.98	3,930,411.42
4493	REDEVELOPMENT TAX EQUIV FUND	359,674.35	0.00	0.00	359,674.35	0.00	359,674.35
4494	COURTS BUILDING	7,664,642.09	0.00	205,548.00	7,459,094.09	194,048.00	7,653,142.09
4495	JAIL CONSTRUCTION SALES TAX	8,250,323.98	1,135,964.00	11,359.64	9,374,928.34	0.00	9,374,928.34
4496	JUVENILE DETENTION ADDN & RENO	245,190.94	0.00	0.00	245,190.94	0.00	245,190.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	30,213,068.39	1,109,977.03	410,944.28	30,912,101.14	72,101.30	30,984,202.44
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,092,365.01	1,493.00	350,565.64	743,292.37	340,817.73	1,084,110.10
5580	SEWER REVENUE	32,603,290.28	497,868.43	498,943.52	32,602,215.19	188,226.85	32,790,442.04
5581	SEWER IMPROV-WC VOCATIONAL SCH	265,458.33	6,064.40	3,169.77	268,352.96	0.00	268,352.96
5583	WATER CONST PROJECTS	2,780,429.72	4,404.61	127,446.48	2,657,387.85	121,618.48	2,779,006.33
5590	STORM WATER TIER 1	116,789.49	0.00	936.50	115,852.99	936.50	116,789.49
6619	VEHICLE MAINTENANCE ROTARY	168,246.90	44,371.06	42,997.20	169,620.76	15,965.27	185,586.03
6630	SHERIFF'S POLICING REVOLV FUND	635,191.69	904,428.49	384,022.17	1,155,598.01	0.00	1,155,598.01
6631	COMMUNICATIONS ROTARY	329,906.47	1,328.22	872.40	330,362.29	872.40	331,234.69
6632	HEALTH INSURANCE	3,343,737.95	1,168,435.39	1,092,028.21	3,420,145.13	93,725.75	3,513,870.88

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6636	WORKERS COMP SELF INSURANCE	1,851,592.55	0.00	48,521.62	1,803,070.93	10,344.19	1,813,415.12
6637	PROPERTY & CASUALTY INSURANCE	354,786.64	0.00	0.00	354,786.64	0.00	354,786.64
6650	GASOLINE ROTARY	136,222.94	131,235.32	114,060.82	153,397.44	68,632.83	222,030.27
7707	P.E.R.S. ROTARY	2,717.01	0.00	0.00	2,717.01	0.00	2,717.01
7708	TOWNSHIP FUND	0.00	4,189,669.70	2,629,669.70	1,560,000.00	0.00	1,560,000.00
7709	CORPORATION FUND	2,658.47	3,435,791.64	2,085,184.57	1,353,265.54	0.00	1,353,265.54
7713	WATER-SEWER ROTARY FUND	357,094.14	1,636,991.85	1,491,102.12	502,983.87	0.00	502,983.87
7714	PAYROLL ROTARY	405,274.99	3,513,337.37	3,727,369.36	191,243.00	729,065.53	920,308.53
7715	NON PARTICIPANT ROTARY	17,792.40	1,930.80	0.00	19,723.20	2,316.96	22,040.16
7716	SCHOOL	0.00	82,080,000.00	57,990,000.00	24,090,000.00	0.00	24,090,000.00
7717	UNDIVIDED GENERAL TAX	85,845,583.05	129,862,537.86	89,065,498.22	126,642,622.69	60,024.29	126,702,646.98
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	17,597.84	26,631.59	0.00	44,229,43	0.00	44,229.43
7720	LOCAL GOVERNMENT FUND	0.00	497,739.54	497,739.54	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	260.01	0.00	150.00	110.01	150.00	260.01
7723	GASOLINE TAX	0.00	520,872.50	520,872.50	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	406,166.09	0.00	0.00	406,166.09	0.00	406,166.09
7725	UNDIVIDED WIRELESS 911 GOV ASS	19,105.00	22,829.31	30,519.65	11,414.66	0.00	11,414.66
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,023,334.29	1,023,334.29	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	42,679.17	189,822.55	17,006.41	215,495.31	13,107.23	228,602.54
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	14,319.03	1,360.00	0.00	15,679.03	0.00	15,679.03
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7741	LIFE INSURANCE	22,151.41	10,401.80	10,402.32	22,150.89	0.00	22,150.89
7742	LIBRARIES	0.00	576,592.52	576,592.52	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,485.43	1,173.16	2,465.21	1,193.38	2,465.21	3,658.59
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0,00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	432,073.90	237,671.75	232,659.27	437,086.38	0.00	437,086.38
7754	OHIO ELECTIONS COMMISSION FUND	0.00	30.00	30.00	0.00	30.00	30.00
7756	SEWER ROTARY	41,081.00	4,916.00	0.00	45,997.00	0.00	45,997.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	198,316.18	198,316.18	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,102.63	1,540.00	1,302.70	29,339.93	0.00	29,339.93
7766	ESCROW ROTARY	825,039.43	0.00	0.00	825,039.43	0.00	825,039.43
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	12,142.58	0.00	0.00	12,142.58	0.00	12,142.58
7769	BANKRUPTCY POST PETITION CONDU	14,080.99	2,288.14	0.00	16,369.13	0.00	16,369.13
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125,00
7774	ARSON OFFENDER REGISTR FEE	245.00	0.00	0.00	245.00	0.00	245.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	11,662.87	13,317.25	13,682.00	11,298.12	0.00	11,298.12
7776	UNDIVIDED EVIDENCE SHERIFF	15,938.34	0.00	0.00	15,938.34	0.00	15,938.34
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	90,030.57	292,700.00	21,000.00	361,730.57	226,765.37	588,495.94
7779	UNDIVIDED DRUG TASK FORCE SEIZ	93,536.31	39,078.00	5,694.68	126,919.63	0.00	126,919.63
7781	REFUNDABLE DEPOSITS	440,178.05	15,751.49	20,492.34	435,437.20	7,353.79	442,790.99
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7787	UNDIVIDED INCOME TAX-REAL PROP	5,098.60	0.00	0.00	5,098.60	0.00	5,098.60
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	00,0	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	96,001.80	0.00	96,001.80	0.00	96,001.80
7795	UNDIVIDED INDIGENT FEES	0.00	1,758.00	1,758.00	0.00	351.60	351.60
7796	MUNICIPAL ORD VIOLATION INDIGE	2,280.30	0.00	1,770.00	510,30	292.50	802.80
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	32,191.95	32,191.95	0.00	31,450.00	31,450.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	576,178.40	0.00	119,00	576,059.40	600.86	576,660.26
8855	CH.SERV.SCHEURER SMITH TRUST	43,609,59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,706,523.61	75,022.20	407,429.76	9,374,116.05	53,763.92	9,427,879.97
9912	FOOD SERVICE	271,006.84	4,376.00	12,809.33	262,573.51	600.00	263,173.51
9915	PLUMBING BOND-HEALTH DEPT.	2,000.00	0.00	500.00	1,500.00	0.00	1,500.00
9916	STATE REGULATED SEWAGE PROGRAM	210,557.10	11,450.00	17,901.15	204,105.95	0.00	204,105.95
9925	SOIL & WATER CONSERVATION DIST	963,477.54	0.00	80,131.26	883,346.28	854.25	884,200.53
9928	REGIONAL PLANNING	573,548.72	5,647.00	34,202.50	544,993.22	0.00	544,993.22
9938	WARREN COUNTY PARK DISTRICT	1,204,563.65	121,424.34	154,956.45	1,171,031.54	6,914.38	1,177,945.92
9944	ARMCO PARK	326,100.93	257,900.85	142,690.25	441,311.53	17,602.69	458,914.22
9953	WATER SYSTEM FUND	66,589.58	517.00	19,211.16	47,895.42	100.00	47,995.42
9954	MENTAL HEALTH RECOVERY BOARD	15,165,657.92	1,075,107.69	899,532.57	15,341,233.04	268,762.59	15,609,995.63
9961	HEALTH GRANT FUND	830,526.94	93,591.43	20,492.59	903,625.78	0.00	903,625.78
9963	CAMPGROUNDS	1,685.20	0.00	90.00	1,595.20	0.00	1,595.20
9976	HEALTH - SWIMMING POOL FUND	207,903.33	0.00	33,478.80	174,424.53	0.00	174,424.53
9977	DRUG TASK FORCE COG	827,330.33	113,495.72	102,100.88	838,725.17	6,848.02	845,573.19

8/4/2022 1:01:29 PM Page 8 of 9



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS E	EXPENDITURES	CURRENT (BALANCE		TREASURER'S FUND BALANCE
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		468,190,703.24	248,165,631.43	185,001,091.76	531,355,242.91	6,403,160.47	537,758,403.38

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for July, 2022 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

8/4/2022 1:01:29 PM Page 9 of 9

Resolution Number 22-1211

Adopted Date _August 09, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR WILSON FARMS DEVELOPMENT, LLC, FOR COMPLETION OF IMPROVEMENTS IN WILSON FARMS, SECTION FOUR, BLOCK "B" SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number

18-005 (P/S-M)

Development

Wilson Farms, Section Four, Block "B"

Developer

Wilson Farms Development, LLC

Township

Franklin

Amount

\$69,054.23

Surety Company

Great American Insurance Co. (2159409)

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 - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Wilson Farms Dev., LLC, Attn: D. Streicher, 2610 Crescentville Rd, West Chester, OH 45069

Great American Insurance. Co., 301 E. 4th Street, Cincinnati, OH 45202

Engineer (file)

Bond Agreement file

Number 22-1212

Adopted Date August 09, 2022

APPROVE MADISON GRACE WAY IN WILSON FARMS, SECTION FOUR, BLOCK "B" FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Madison Grace Way has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2369-T	Madison Grace Way	0'-29'-0'	0.139

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Franklin Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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 – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Map Room (Certified copy)

Township Trustees

Engineer (file)

Developer

Bond Agreement file

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OWNERS CONSENT AND DEDICATION

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THE ABOVE PUBLIC LITELTY EXEMINENTS AND FOR THE BENEFIT OF ALL PUBLIC LITELTY PROVIDED INCLUDING, BUT NOT LIMITED TO DUCK! ENERGY, DESTRICTIONS, CHAPTER COMMUNICATIONS, AND REALISM COUNTY.

ALL PERSONS UNTERESTED IN YES PLATAD OWNERS HAVE UNITED IN ITS EXECUTION, SIGNED AND ACCOMMISSIONS IN THE PROCESSES OF

PRINTINGE EICHGOLE, JOHN, J

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in tertimony whereof, I have set by hand and notary seal on the day and date above

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NOTARY PUBLIC STATE OF OHIO COMMODION DOPPEDS: 01-25-2020

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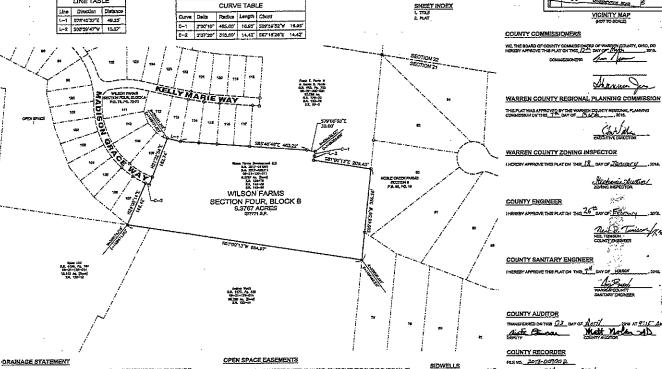
BETWEEN THE MIAMIS SECTION 21, TOWN 3, RANGE 4 FRANKLIN TOWNSHIP WARREN COUNTY, OHIO JANUARY, 2018

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THE EMPORENT AND AS SHALL BE MAINTAINED CONTINUOUSLY OF THE LOT OWNERS, WITHIN THE RESEMBLY, MIS SERVICTURE, PLANTING, PRICESS, CELEBET, OR OTHER MATERIAL SHALL DE PLACED OR PROTITED TO REASON WHICH ANY CONTINUE, STRANG, OR DOWNET THE FLOW THROUGH THE WATCHCOURSE, EMPORTED SHOWN ON THE FLOY AND ESCICULTURA OF THROWARD RESIDENTE ARE RESECUTED TO THE WISCON FROM THE PROMOMERS ASSOCIATION.

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OPEN SPACE EASEMENTS

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- THE RESIDENCE OF THE PROGRAMMENT OF THE PROGRAMMENT
- URES PETILLITIES IN THE OPEN EPACE EXEMINAT SHALL INCLUDE RECREATION, NATURAL, RESOURCE PRESERVATION, AND ADMICLITIES LIKES AND STRUCTURES (E.C. BARNS AND PRINCIPLE).

OWNER/DEVELOPER

SURVEYOR SOOT TYLESTALLE SCALL SUITE A MASON, DH. 45540 613-236-6000

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ROAD WAY DATA

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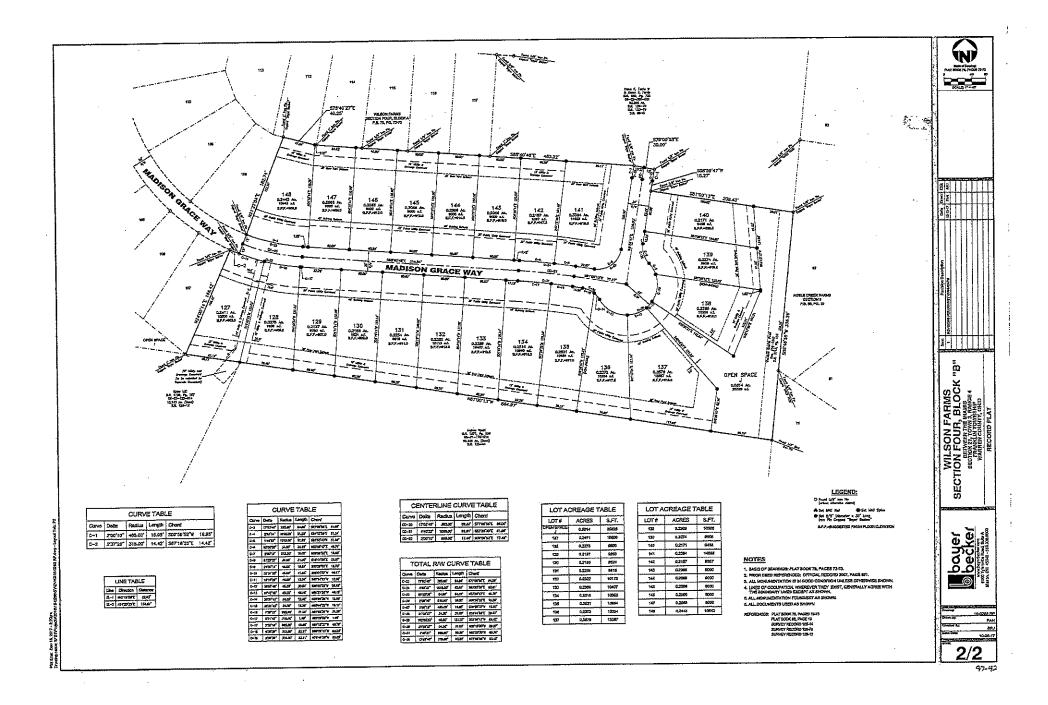
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Franklin Township Trustees

Warren County, Ohio

Office: 418 Fairview Drive, Carlisle, OH 45005 Mailing: P.O. Box 364, Franklin, OH 45005-0364 (937) 746-2852 •Fax (937) 743-7761

August 2, 2022

Jason Fischer, Subdivision Inspector Warren County Engineer's Office 105 Markey Road Lebanon, Ohio 45036

RE: Wilson Farms Section 4 Block B

Dear Jason,

Township Road Superintendent, Rob Rose, agrees with your inspection. He reported the punch list items have been corrected to his satisfaction and Wilson Farms, Section 4, Block B and recommends the streets be accepted.

Franklin Township will accept Wilson Farms, Section 4, Block B for public maintenance.

Cordially,

Traci Stivers, Administrator

Number <u>22-1213</u>

Adopted Date August 09, 2022

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

WHEREAS, the Mary Haven Youth Center has requested that the Third Quarter of their 2022 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

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

\$241,700.00 from #11011112-5744 (GENL BOCC OT Mary Haven Home) into #2270-49000 (Distributions & Transfers)

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

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

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor _____

Probate/Juvenile (file)
Operational Transfer file

OMB

Number_22-1214

Adopted Date August 09, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO DOMESTIC RELATIONS FUND #11011230

BE IT RESOLVED, to approve the following supplemental appropriation for the 2% Base Pay Increase for Domestic Relations:

\$ 5,415.00

into

#11011230-5102

(Domestic Relations – Regular Salaries)

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 – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/js

cc:

Auditor ____

Supplemental App. file Domestic Relations (file)

OMB

Number <u>22-1215</u>

Adopted Date August 09, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO WORKFORCE INVESTMENT FUND #2238

BE IT RESOLVED, to approve the following supplemental appropriations:

\$5,000	into	#22385804-5410	(WIB – Contracts – BOCC Approved)
\$5,000	into	#22385804-5400	(WIB – Purchased Services)
\$5,000	into	#22385804-5910	(WIB – Other Expense)

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

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Supplemental App file

Workforce Investment Board (file)

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number_22-1216

Adopted Date August 09, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS SPECIAL PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$8,000.00

into

#22241220-5371

(Software w/ Data Approval)

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 – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor <a>

Supplemental App. file Common Pleas Court (file)

Number 22-1217

Adopted Date August 09, 2022

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

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,500.00

into

BUDGET-BUDGET 22891224-5210

(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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor _

Supplemental App. file

Common Pleas (file)

Number 22-1218

Adopted Date August 09, 2022

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

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 600.00

into

BUDGET-BUDGET 22891224-5911

(Meal Fringe w/o Tax)

\$ 600.00

into

BUDGET-BUDGET 22891224-5940

(Travel 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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Supplemental App. file Common Pleas (file)

Number 22-1219

Adopted Date August 09, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2295

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

\$5,000.00

into

22952200-5317

(Non-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 – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor ____

Supplemental App. file

Sheriff (file)

Number 22-1220

Adopted Date August 09, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN OMB FUND #11011115

BE IT RESOLVED, to approve the following appropriation adjustment within fund 11011115:

\$ 500.00

from

#11011115-5317

(OMB – Non-Capital Purchases)

into #11011115-5370

(OMB – 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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/js

cc:

Auditor ______ Appropriation Adj. file

OMB (file)

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

_{Number} 22-1221

Adopted Date August 09, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$700.00

from #11011150-5400

(Genl Pros Purchased Services)

into

#11011150-5370

(Software Non-Data Board)

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 - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

MRB/

cc:

Auditor <

Appropriation Adjustment file

Prosecutor (file)

Number 22-1222

Adopted Date August 09, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,000.00

from #11011220-5102

(Regular Salaries)

into

#11011220-5940

(Travel 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 - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor $\sqrt{}$

Appropriation Adjustment file Common Pleas Court (file)

_{Number} 22-1223

Adopted Date August 09, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS #11012200 AND #11012210

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

\$12,000.00	from	11012200-5223	(Gas & Oil – Operating Supplies)
	into	11012200-5320	(Sheriff Capital Purchase)
\$22,000.00	from	11012200-5223	(Gas & Oil – Operating Supplies)
	into	11012200-5370	(Software Non-Data Board)
\$19,000.00	from	11012200-5223	(Gas & Oil – Operating Supplies)
	into	11012200-5371	(Software – Data Board Approved)
\$200,000.00	from	11012210-5102	(Shrf Det Regular Salaries)
	into	11012210-5114	(Shrf Det Overtime Pay)

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

 $Mr.\ Grossmann-yea$

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor

Appropriation Adjustment file

Sheriff's Office (file)

Number 22-1224

Adopted Date August 09, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN LAW LIBRARY RESOURCES FUND #2207

BE IT RESOLVED, to approve the following appropriation adjustments:

\$130.00	from	#22071291-5820	(Health & Life Insurance)
	into	#22071291-5811	(PERS)
\$15.00		#22071291-5820 #22071291-5871	(Health & Life Insurance) (Medicare)

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

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

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor____

Appropriation Adj. file Law Library (file)

Number_22-1225

Adopted Date August 09, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN LAW LIBRARY RESOURCES FUND #2207

BE IT RESOLVED, to approve the following appropriation adjustment:

\$350.00

from #22071291-5820

(Health & Life Insurance)

into

#22071291-5102

(Salary)

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 – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Appropriation Adjustment file

Law Library (file)

Number 22-1226

Adopted Date August 09, 2022

APPROVE APPROPRIATION ADJUSTMENT INTO FISCAL RECOVERY FUND #2211

BE IT RESOLVED, to approve the following appropriation adjustment within fund 2211:

\$167.00

from #22111110-5318

(Fiscal Recovery – Data BD Approved Non-Cap)

into #22111110-5400

(Fiscal Recovery – 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 – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Γina Osborne, Clerk

/is

cc:

Auditor <u>√</u> Appropriation Adj. file

OMB (file)

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number_22-1227_

Adopted Date August 9, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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 – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

ina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	MOODYS OF DAYTON INC	WAT 2022 WELL REDEVELOPMENT PR	\$ 278,692.00
TEL	TRITECH SOFTWARE SYSTEMS	TEL CENTRAL SQUARE PROFESSIONA	\$ 2,496.00
TEL	BUCKEYE POWER SALES CO INC	TEL "RENEWAL" TOWER SITE MAINT	\$ 9,622.00
WAT	BUCKEYE POWER SALES CO INC	SEW KOHLER MODEL 55REOZT4 GENE	\$ 47,994.10
WAT	MAJOR ENTERPRISES INC	SEW KINGS MILLS ROAD RELIEF SE	\$ 137,750.00
WAT	LOWES COMPANIES INC	WAT PARTS/SUPPLIES	\$ 10,000.00
TEL	CLIMATE CONDITIONING COMPANY INC	TEL- UPS BACKUP POWER UNIT FOR	\$ 99,650.34

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	RAR WATER SOFTENING PROJECT	\$ 36,601.00 DECREASE
WAT	TERRAN CORPORATION	PROF SERVICES FOR WELL OPIMIZATION	\$ 204,305.00 INCREASE
WAT	WARREN CO ENGINEER	KING AVE BRIDGE WATER CONSTRUCTION	\$ 5,592.00 DECREASE

8/9/2022 APPROVED:

Tiffany Zindel, County Adminstrator

Number 22-1228

Adopted Date _ August 09, 2022

AUTHORIZE REQUEST FOR PROPOSALS FOR TAX BILL PRINTING AND MAILING SERVICES FOR THE WARREN COUNTY TREASURER

BE IT RESOLVED, to advertise for Request for Proposals for Tax Bill Printing and Mailing Services for the Warren County Treasurer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation beginning the week of August 21, 2022 and for two consecutive weeks on the Warren County website, with proposals due Thursday, September 15, 2022 @ 4:30 p.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 - yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 9th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

ΚP

cc: Treasurer (file)

OMB Bid file

Number_20-1229

Adopted Date August 09, 2022

APPROVAL OF THE REQUEST FROM THE COUNTY ENGINEER'S OFFICE ALLOWING DEPARTURES FROM THE WARREN COUNTY OFFICIAL THOROUGHFARE PLAN

WHEREAS, in accordance with R.C. 713.25, once this Board adopted the official thoroughfare plan for the nonmunicipal territory of the County, no public roadway, bridge, viaduct, or other public improvement or utility, publicly or privately owned, whose construction or location would constitute a departure from the plan, shall be constructed or authorized by the board of commissioners, except by unanimous vote of this Board; and

WHEREAS, the County Engineer's Office submitted a written request and made a presentation to the Board during a public hearing conducted on August 9, 2022, at 9:15A.M., after such hearing was advertised in a newspaper of general circulation in the County at least 10 days prior to the hearing and notice was sent to all adjacent property owners within 500 feet of the property, to depart from the County's Official Thoroughfare Plan relating to the Grandin Road Extension to Town Center Boulevard due to the results of a Traffic Impact Study ("TIS") indicating such connection would create traffic issues at the intersection of Grandin Road and State Route 48; in contrast, the TIS indicates traffic will flow and operate better by terminating Grandin Road into the proposed Kroger Store development on parcels 16-06-400-014, 16-06-400-017, 16-06-400-018, 16-05-226-001-1&2 on the east side of State Route 48, in Hamilton Township; and

WHEREAS, during the public hearing the County Engineer stated that eliminating this segment of the Grandin Road extension places additional emphasis on the need for the proposed extension of Towne Center Boulevard east of SR 48 toward US 22/3, as long as the Developer of the proposed Kroger Store is required to: i) construct the Towne Center Boulevard Extension approximately 1000-Linear Feet east of SR 48 to just beyond the east-most access proposed for the development, and ii) dedicate the public road right-of-way with access easements to the east property line for the development as provided in the Hoptown 2010 Plan, the Hoptown 2010 Plan also having been adopted as part of the County's Official Thoroughfare Plan, and iii) concurrent with the dedication of right-of-way and easements along the portion of Towne Center Boulevard to be constructed with the development, the Developer will also provide either additional right-of-way area and/or all drainage and grading easements needed to complete the extension of Towne Center Boulevard at a later date to the east property line for the development as determined by the County Engineer; and

WHEREAS, during the public hearing the Board heard from Jeff Eichhorn of Henkle Schueler Group who was present on behalf of the developer of the Kroger site. No other persons asked to speak, nor did the Board receive any communications outside of the public hearing relating to this matter; and

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, all Board members present casting a unanimous vote, to approve the request to deviate from the Official Thoroughfare Plan allowing the termination of Grandin Road Extension into the proposed Kroger Store development on parcels 16-06-400-014, 16-06-400-017, 16-06-400-018, 16-05-226-001-1&2 on the east side of State Route 48, in Hamilton Township contingent upon the Developer of the proposed Kroger Store will: i) construct the Towne Center Boulevard Extension approximately 1000-Linear Feet east of SR 48 to just beyond the east-most access proposed for the development, and ii) dedicate the public road right-of-way with access easements to the east property line for the development as provided in the Hoptown 2010 Plan (the Hoptown 2010 Plan also having been adopted as part of the County's Official Thoroughfare Plan) and iii) concurrent with the dedication of right-of-way and easements along the portion of Towne Center Boulevard to be constructed with the development, the Developer will also provide either

RESOLUTION #22-1229 AUGUST 9, 2022 PAGE 2

additional right-of-way area and/or all drainage and grading easements needed to complete the remaining extension of Towne Center Boulevard at a later date by others to the east property line for the development as determined by the County Engineer. Subject to compliance with for foregoing conditions, a roadway or other public improvement or utility that applies and fully complies with the requisite procedures for permits and approvals by the County, may be approved by the Board, County Engineer or other applicable County governmental department or agency consisting with this Resolution.

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

Resolution adopted this 9th day of August, 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Engineer (file)
Public hearing file
Stan Williams
Bruce McGary