

# Resolution

Number 24-1106

Adopted Date August 27, 2024

HIRING SHELIA SPEAKS AS PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION


BE IT RESOLVED, to hire Shelia Speaks as Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #16, \$22.39 per hour, effective September 23, 2024, 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

H/R

cc: Children Services (file)  
S. Speaks' Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-1107

Adopted Date August 27, 2024

HIRING HANNAH PATTON AS ASSESSMENT INVESTIGATIVE CASEWORKER I  
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,  
CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Hannah Patton as Assessment Investigative Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.89 per hour, effective September 3, 2024, 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

H/R

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

# Resolution

Number 24-1108

Adopted Date August 27, 2024

## HIRING MATTHEW MUMMA AS AN EMA SPECIALIST WITHIN WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to approve the hiring of Matthew Mumma as an EMA Specialist within Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective September 9, 2024, at a starting rate of \$20.17 per hour, subject to a negative drug screen, background check (BCI) and 365-day probationary period.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Emergency Services (file)  
M. Mumma 's Personnel file  
OMB – Sue Spencer

# Resolution

Number 24-1109

Adopted Date August 27, 2024

APPROVING THE END OF 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR HEATHER GLARDON WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Heather Glardon, Administrative Support, within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Heather Glardon's completion of 365-day probationary period and a pay increase to rate of \$18.67 hourly, effective pay period beginning September 7, 2024.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Human Services (file)  
H. Glardon's Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-1110

Adopted Date August 27, 2024

APPROVING THE END OF 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR JORDAN SNYDER WITHIN WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Jordan Snyder, Infrastructure System Supervisor within Warren County Telecommunications, has successfully completed a 365-day probationary period.

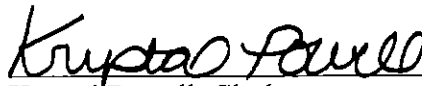
NOW THEREFORE BE IT RESOLVED, to approve Jordan Snyder's completion of 365-day probationary period and a pay increase to rate of \$37.23 hourly, effective pay period beginning September 7, 2024.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecommunications (file)  
J. Snyder's Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-1111

Adopted Date August 27, 2024

APPROVING THE RECLASSIFICATION OF SARAH ROBERTS FROM CUSTOMER ADVOCATE I TO CUSTOMER ADVOCATE II WITHIN OHIOMEANSJOBS WARREN COUNTY

WHEREAS, the Deputy Director has indicated that Ms. Roberts is completing the essential duties of a Customer Advocate II and desires to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Sarah Roberts Customer Advocate II, non-exempt, pay range #15, \$22.30 per hour, effective pay period beginning August 24, 2024.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OhioMeansJobs (file)  
S. Roberts' Personnel file  
OMB – Sue Spencer

# Resolution

Number 24-1112

Adopted Date August 27, 2024

APPROVING THE PROMOTION OF SARAH SMITH TO ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director has requested to promote Ms. Smith to Eligibility Referral Specialist III.

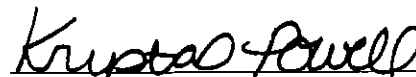
NOW THEREFORE BE IT RESOLVED, to approve the promotion of Sarah Smith to Eligibility Referral Specialist III within Warren County Department of Job and Family Services, Human Services Division, effective pay period beginning September 7, 2024, full time, pay range #14, \$21.49 per hour.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Human Services (file)  
S. Smith's Personnel file  
OMB-Sue Spencer

# Resolution

Number 24-1113

Adopted Date August 27, 2024

APPROVING THE PROMOTION OF ANNA WHITE TO QA REVIEWER WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director has requested to promote Ms. White to QA Reviewer.

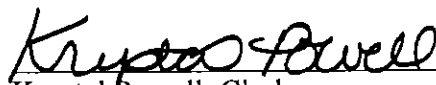
NOW THEREFORE BE IT RESOLVED, to approve the promotion of Anna White to QA Reviewer within the Warren County Department of Job and Family Services, Human Services Division, effective pay period beginning September 7, 2024, full time, pay range #17, \$23.96 per hour.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Human Services (file)  
A. White's Personnel file  
OMB-Sue Spencer



# Resolution

Number 24-1114

Adopted Date August 27, 2024

APPROVING THE PROMOTION OF ALEXANDER STERN TO ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director has requested to promote Mr. Stern to Eligibility Referral Specialist III.

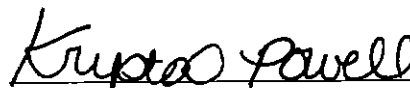
NOW THEREFORE BE IT RESOLVED, to approve the promotion of Alexander Stern to Eligibility Referral Specialist III within the Warren County Department of Job and Family Services, Human Services Division, effective pay period beginning September 7, 2024, full time, pay range #14, \$21.49 per hour.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Human Services (file)  
A. Stern's Personnel file  
OMB-Sue Spencer

# Resolution

Number 24-1115

Adopted Date August 27, 2024

APPROVING THE PROMOTION OF COURTNEY WILSON TO ELIGIBILITY REFERRAL SUPERVISOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director has requested to promote Ms. Wilson to Eligibility Referral Supervisor.


NOW THEREFORE BE IT RESOLVED, to approve the promotion of Courtney Wilson to Eligibility Referral Supervisor within Warren County Department of Job and Family Services, Human Services Division, effective pay period beginning September 7, 2024, full time, pay range #A, \$2,380.12 bi-weekly.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-1116

Adopted Date August 27, 2024

**APPROVING NOTICE OF INTENT TO AWARD BID TO W.E. SMITH CONSTRUCTION  
FOR THE 2024 HAMILTON ROAD DRILLED PIER WALL PROJECT**

WHEREAS, bids were closed at 9:30 a.m., on August 14, 2024, and the bids received were opened and read aloud for the 2024 Hamilton Road Drilled Pier Wall Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Logan Smith, Project Engineer, W.E. Smith Construction has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio 45107, for a total bid price of \$184,857.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 24-1117

Adopted Date August 27, 2024

AWARDING THE BID TO CRONIN FORD NORTH OF MIDDLETOWN FOR THE PURCHASE OF TWO (2) FORD F550 4X4 SUPER DUTY TRUCKS FOR THE ENGINEER'S OFFICE

WHEREAS, bids were closed at 10:00 a.m., August 21, 2024, and the bid results received for the purchase of Two (2) Ford F550 4x4 Super Duty Trucks are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil Tunison, County Engineer, Cronin Ford North of Middletown has been determined to be the best and lowest bidder.

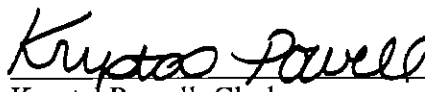
NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the bid to Cronin Ford North of Middletown., 1750 North Verity Parkway, Middletown, Ohio, 45042 for a total bid price of \$236,750.00.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

KP\

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 24-1118

Adopted Date August 27, 2024

ADVERTISING FOR BIDS FOR THE PURCHASE OF TWO (2) HANDICAP UPFIT 2024 CHRYSLER VOYAGER LX VANS AND TWO (2) STANDARD 2024 CHRYSLER VOYAGER LX VANS FOR WARREN COUNTY TRANSIT SERVICE

BE IT RESOLVED, to advertise for bids for purchase of two (2) handicap upfit 2024 Chrysler Voyager LX vans and two (2) standard 2024 Chrysler Voyager LX vans for Warren County Transit Service; and

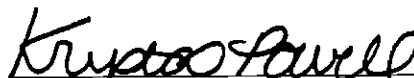
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of September 1, 2024; bid opening to be Thursday, September 19, 2024 at 11:00 a.m.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

kp/

cc: Transit (file)  
Bid file

# Resolution

Number 24-1119

Adopted Date August 27, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to authorize the President of the Board to sign a Subgrant Award Agreement, Subgrant Number 2024-RO-ETF-R558, on behalf of the Warren County Drug Task Force in accordance with the provisions set forth by the Ohio Office of Criminal Justice Services (OCJS), the duly authorized State Agency, as attached hereto and made a part hereof; and


BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

sm/

cc: c/a – Ohio Office of Criminal Justice Services  
OGA  
Drug Task Force (file)  
OCJS  
Auditor's Office – Brenda Quillen



Mike DeWine, Governor  
Jon Husted, Lt. Governor

Andy Wilson, Director  
Nicole M. Dehner, Executive Director

**SUBGRANT AWARD AGREEMENT**

**Subgrant Number: 2024-RO-ETF-R558**

**Title: Greater Warren County Drug Task Force**

In accordance with the Recovery Ohio Law Enforcement provisions of §373.20, Justice Program Services, of Am. Sub. H.B. No. 33 of the 135th Ohio General Assembly, effective July 4, 2023, the Ohio office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Greater Warren County Drug Task Force		
Award Periods:	05/01/2024 to 04/30/2025		
Closeout Deadline:	06/29/2025		
Award Amounts:	OCJS Funds:	\$10,000.00	100%
	Cash Match:	\$0.00	
	Inkind Match:	\$0.00	
	Project Total:	\$10,000.00	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

\_\_\_\_\_  
Nicole M. Dehner, Executive Director  
Ohio Office of Criminal Justice Services

8/9/2024  
\_\_\_\_\_  
Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

\*   
\_\_\_\_\_  
County Commissioner - President Date  
Warren County Commissioners

\_\_\_\_\_  
Major/Commander Date  
Greater Warren County Drug Task Force

**APPROVED AS TO FORM**

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

**Mission Statement**

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

# Resolution

Number 24-1120

Adopted Date August 27, 2024

APPROVING CHANGE ORDER #1 WITH FORD DEVELOPMENT CORPORATION FOR THE ROACHESTER COZADDALE ROAD BRIDGE #52-4.02 REHABILITATION PROJECT

WHEREAS, pursuant to Resolution #24-0284, adopted February 27, 2024, this Board awarded the bid and entered into contract with Ford Development Corporation for the Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project; and

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the additional work to be performed; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work.

NOW THEREFORE BE IT RESOLVED, to approve change order #1 with Ford Development Corporation in the amount of \$1,967.00 resulting in an increase to purchase order #24001401, which is for a portion of the work, and a new contract price of \$480,138.90 for said purchase order; as attached hereto and made part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
c/a—Ford Development Corp.  
Engineer (file)





# Warren County Engineer's Office

210 W Main St.  
Lebanon, Ohio 45036  
Phone: (513) 695-3301  
Fax: (513) 695-7714

# CHANGE ORDER

DATE: August 1, 2024

Change Order Number 1

Project Name: Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
441	4.92	CY	Asphalt Concrete Surface Course, Type 1, (448), PG 64-22	\$ 400	\$ 1,967.00	
Sums of the ADDITIONS and DELETIONS					\$ 1,967.00	
<b>TOTAL FOR THIS CHANGE ORDER</b>						<b>\$1,967.00</b>

Original contract price \$478,171.90

Current contract price adjusted by previous change orders \$ 478,171.90

The Contract price due to this change order will be increased decreased (circle one).

The New contract price including this change order will be \$ 480,138.90

The contract time will be increased by 0 calendar days.

The date for completion of work will be 12 weeks after the notice to proceed has been issued and a preconstruction meeting has been held.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

[Signature]  
Contractor's Signature      8/6/2024  
Date

CFO/Treasurer  
Title

Recommended By:

[Signature]  
Warren County Engineer      8/13/2024  
Date

\* [Signature] 8-27-24  
Warren County Commissioner      Date

[Signature]  
Bridge Engineer      8/13/24  
Date

\* [Signature] 8-27-24  
Warren County Commissioner      Date

\* [Signature] 8-27-24  
Warren County Commissioner      Date

# Resolution

Number 24-1121

Adopted Date August 27, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM W. C. STOREY & SON, INC. TO PROVIDE A 2,000 GALLON DOUBLE WALL TANK FOR DIESEL FUEL AND A 1,000 GALLON DOUBLE WALL TANK FOR UNLEADED GASOLINE INCLUDING ASSOCIATED EQUIPMENT ON BEHALF OF THE ENGINEER'S OFFICE

WHEREAS, Sunrise Cooperative will no longer be allowing use of their fuel pumps by the public at 555 North Broadway in Lebanon, Ohio; and

WHEREAS, to meet the County Engineer Highway Department's fueling needs, it is necessary to purchase the aforementioned fuel tanks and equipment to be placed on site at 105 Markey Road; and

WHEREAS, the tanks and equipment shall be maintained by the Warren County Facilities Management Department.

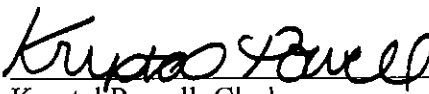
NOW THEREFORE BE IT RESOLVED, to authorize the acceptance of a quote for the purchase of a 2,000-gallon double wall fuel tank for diesel fuel and a 1,000-gallon double wall fuel tank for unleaded gasoline with all the associated equipment necessary for fueling operation on behalf of the Engineer's Office; as attached hereto and made part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—W.C. Storey & Son, Inc.  
Engineer (file)

## SALES QUOTATION

### W.C. Storey & Son, Inc.

5130 Kennedy Ave  
Cincinnati, OH 45213  
513-631-5747

FAX: 513-631-0403

QUOTATION NUMBER: 71501

ORDER REFERENCE:

QUOTATION DATE: 7/18/2024

QUOTE EXPIRATION: 7/18/2024

PAGE: 1

SOLD TO

SHIP TO

Warren County Engineers  
105 Markey Road  
Lebanon, OH 45036

Warren County Engineers  
105 Markey Road  
Lebanon, OH 45036

CUSTOMER ID		PURCHASE ORDER		ORDERED BY		TERMS	
WARENG		TANK SYSTEM QUOTE		MARK		NET20	
SALES REP ID		SHIPPING METHOD		S.O. Date	FOB	PHONE NUMBER	
WCS		INSTAL		7/18/2024	OFFICE	513-515-3978	
LINE	QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION		
	1	01000DWSTL	Southern1000FLAMESHIELDTank(WHITE) DOUBLEWALL Construction	\$5,580.00	\$5,580.00		
	1	SOUTHERN	Southern2000FLAMESHIELDTank(WHITE) DOUBLEWALL Construction	\$9,258.00	\$9,258.00		
	2	517	Morrison AST 2" Male Spill Box (3.5 Gallon)	\$285.35	\$570.70		
	2	178	Morrison 2" Stick Port Cap/Adaptor	\$72.04	\$144.08		
	1	D2-48	Krueger 48" Tank Level Gauge	\$50.00	\$50.00		
	1	D2-64	Krueger 64" Tank Level Gauge	\$60.00	\$60.00		
	2	0023	OPW 2" Vent Cap	\$45.71	\$91.42		
	2	KG4517	King 2x2" Whistle Vent (6" Length)	\$75.00	\$150.00		
	4	245F-6	Morrison 6" E-Vent (Female)	\$162.00	\$648.00		
	2	K2-LEAK	Krueger 60" Leak Gauge	\$56.00	\$112.00		
	4	0053-4-2	Morrison 4"x2" DT Bushing	\$24.00	\$96.00		
	1	FR701	Fill-Rite 110v Pump w/Meter	\$1,009.00	\$1,009.00		
	1	FR310	Fill-Rite 110v Pump (30GPM-No Accessory)	\$1,350.00	\$1,350.00		
	1	FR902UL	Fill-Rite Remote Register (UL w/Solenoid)	\$1,997.00	\$1,997.00		
	2	FITTINGS	1.25"x48" & 64" Suction Stubs	\$35.00	\$70.00		
	2	FITTINGS	2" Vent Risers	\$85.00	\$170.00		
	1	VA-EZR-STD-DSL	OPW Assembled Kit-11B-DIESEL-GREEN	\$455.13	\$455.13		
	1	VA-EZR-STD	OPW Assembled Kit-11BP-GAS-BLACK	\$404.56	\$404.56		

OH Sales Tax:

Payments Received:

\$0.00

**DO NOT PAY FROM THIS SALES ORDER-FINAL INVOICE WITH FREIGHT/MISC CHARGES TO FOLLOW**

## SALES QUOTATION

### W.C. Storey & Son, Inc.

5130 Kennedy Ave  
Cincinnati, OH 45213

513-631-5747

FAX: 513-631-0403

QUOTATION NUMBER: 71501

ORDER REFERENCE:

QUOTATION DATE: 7/18/2024

QUOTE EXPIRATION: 7/18/2024

PAGE: 2

SOLD TO

SHIP TO

Warren County Engineers  
105 Markey Road  
Lebanon, OH 45036

Warren County Engineers  
105 Markey Road  
Lebanon, OH 45036

CUSTOMER ID		PURCHASE ORDER		ORDERED BY		TERMS	
WARENG		TANK SYSTEM QUOTE		MARK		NET20	
SALES REP ID		SHIPPING METHOD		S.O. Date	FOB	PHONE NUMBER	
WCS		INSTAL		7/18/2024	OFFICE	513-515-3978	
LINE	QTY	ITEM NUMBER	DESCRIPTION			UNIT PRICE	EXTENSION
	1	INSTALLATION	Assemble tanks on-site after tanks unloaded and set-in place by owner. Owner to provide tank slab and electric within 20'. We will assist with tank assembly, setup and tie-in with below fuel control system.			\$2,500.00	\$2,500.00
	1	PV200	OPW FMS Fuel Management System			\$11,730.00	\$11,730.00
	1	OPWFMS	WIRELESS Network Hub Link			\$1,928.00	\$1,928.00
	100	CARDS	PROX-Cards (Encoded/WarrenCtyFormat)			\$7.50	\$750.00
	2	800F	ICS Electronic Pulser (800Meter)			\$275.00	\$550.00
	1	FREIGHT	Freight Allowances (PV200 System)			\$150.00	\$150.00
	1	MISC1	Electrical Conduit/Wiring/Allowances			\$1,250.00	\$1,250.00
	1	INSTALLATION	ESTIMATED installation/setup of new fuel control system on new fuel tank system. System will be tied into existing system managed by Warren County.			\$2,750.00	\$2,750.00
	1	TS200EVO	Incon ATG Console (6-Channel)			\$2,742.00	\$2,742.00
	1	TSP-LL2-053RBT	INCON TSP-LL2 48" Probe (Exchange)			\$995.00	\$995.00
	1	TSP-LL2-069RBT	INCON TSP-LL2 69" Probe (Exchange)			\$995.00	\$995.00
	1	INSTALLATION	ESTIMATED installation/wiring setup of integrated ATG system for re-ordering and fuel management by Warren County			\$1,250.00	\$1,250.00

Subtotal:	\$49,805.89
OH Sales Tax:	\$0.00
Payments Received:	\$0.00
Balance:	\$49,805.89

DO NOT PAY FROM THIS SALES ORDER-FINAL INVOICE WITH FREIGHT/MISC CHARGES TO FOLLOW

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

# Resolution

Number 24-1122

Adopted Date August 27, 2024

ENTERING INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF  
OHIOMEANSJOBS WARREN COUNTY

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

Calypso Café and Bakery  
327 S. Main Street  
Franklin, Ohio 45005

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 15<sup>th</sup> day of Aug, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Calypso Café & Bakery, 3255 Main Street, Franklin, OH 45005**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

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

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program (CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).



OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by

the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
No Smoking on premises	
No Vaping " " "	
Deodorant, Shower	

- U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Calyso Cafe + Bakery  
 Address: 325 S. Main St, Franklin, OH 45005  
 Phone: 937-789-8752 E-mail C.Mangroo70@yahoo  
 Agency Administrator: Christine Mangroo  
 Contact Person: Christine Mangroo  
 FEIN#: 87-1362346

II. Program Information: Work for the youth will begin at the worksite on \_\_\_\_\_ or about \_\_\_\_\_ and continue until on or about \_\_\_\_\_. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of \_\_\_ hours per week, normally \_\_\_ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
<u>Calyso Cafe + Bakery</u>	<u>Christine Mangroo 937.789.8752</u>			<u>From: 8am To: 7pm Mon - Fri 9-5 Sunday</u>	Yes No
				From: To	Yes No
				From: To	Yes No
				From: To	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 helper in the kitchen dishes  
sweeping the floor, ~~for~~ doing receipt

Worksite #2 \_\_\_\_\_  
Worksite #3 \_\_\_\_\_

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

\_\_\_\_\_ Yes  No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

\_\_\_\_\_  
\_\_\_\_\_

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

N/A  
\_\_\_\_\_  
\_\_\_\_\_

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Christina Pinyon  
Signature of Worksite Administrator/Title

8-15-24  
Date

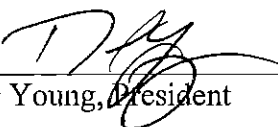
Josh Hisle  
\_\_\_\_\_

8-16-24  
Date

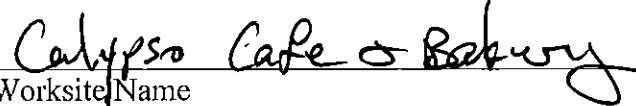
Josh Hisle, Deputy Director, OMJWC


IN WITNESS WHEREOF, the parties have executed this Agreement on this 27  
day of August, 2024.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

\*   
David G Young, President

**WORKSITE:**

  
Worksite Name

  
Signature/Worksite Administrator

15<sup>th</sup> Aug 24  
Date

owner  
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

\_\_\_\_\_  
Signature of Authorized Organized Labor Representative

\_\_\_\_\_  
Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

  
Josh Hisle, Deputy Director

8.16.24  
Date

**APPROVED AS TO FORM:**

  
Adam Nice, Assistant Prosecuting Attorney

## Attachment B

### Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY**

**NOT:**

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:**

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

## Attachment C

### GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

#### GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work -- for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

#### GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

#### GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

# Resolution

Number 24-1123

Adopted Date August 27, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM BUCKEYE POWER SALES CO. INC.  
FOR RENEWAL OF PREVENTATIVE MAINTENANCE AGREEMENT 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.

NOW THEREFORE BE IT RESOLVED, to accept the renewal of the preventative maintenance  
agreement with Buckeye Power Sales Co. Inc. on behalf of Warren County Telecommunications;  
as attached hereto and a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a- Buckeye Power Sales Co. Inc.  
Telecom (file)





**Planned Maintenance Agreement Quote**  
Page 1

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

**Buckeye Power Sales Co., Inc.**  
4992 Rialto Road  
West Chester, OH 45069  
USA  
**Phone No.** 513.755.2323  
**Fax No.** 513.755.4515

**Contact** Corey Burton  
**Phone No.** 513-695-1177  
**E-Mail** Corey.Burton@wcoh.net  
**Salesperson** Marissa Maloney  
**Description** Prepaid Agreement

**Quote No.** PMA1054438  
**Accept Before**  
**Renewal Date** 09/01/24  
**Invoice Period** Year  
**Annual Amount** 9,400.00  
**Contract No.** PMA1004488  
**Contract Type** Contract Renewal

Planned Maintenance Agreement 09/01/24 through 08/31/25  
-Agreement includes: 1 Major and 1 Minor Service per year  
-Agreement includes annual 2 hour load bank test  
Service Months- Minor: August Major & loadbank: February

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 1,050.00

**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 1,050.00

**Ship-to Address**

Warren Co. Telecom Hatfield Tower  
2997 Hatfield Rd.  
LEBANON, OH 45036

USA  
EQ1007167 PM for 2240363 HTFLD KH25RZGB 2240363 1,050.00

**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 1,050.00



**Planned Maintenance Agreement Quote**  
Page 2

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

**Buckeye Power Sales Co., Inc.**  
4992 Rialto Road  
West Chester, OH 45069  
USA  
**Phone No.** 513.755.2323  
**Fax No.** 513.755.4515

**Contact** Corey Burton  
**Phone No.** 513-695-1177  
**E-Mail** Corey.Burton@wcoh.net  
**Salesperson** Marissa Maloney  
**Description** Prepaid Agreement

**Quote No.** PMA1054438  
**Accept Before**  
**Renewal Date** 09/01/24  
**Invoice Period** Year  
**Annual Amount** 9,400.00  
**Contract No.** PMA1004488  
**Contract Type** Contract Renewal

**Ship-to Address**

Warren Co. Manchester Tower  
5700 S. Dixie Hwy  
Franklin, OH 45005

USA

EQ1043090 25RZGB KH25RZGB 2243837 1,050.00

**Ship-to Address**

Warren Co. Snider Tower  
8181 Snider Rd.  
Mason, OH 45040

USA

EQ0205178 PM for 2294017 SNIDER TS KH20RES 2294017 SNIDER TS 1,030.00

**Ship-to Address**

Warren Co. Washington Township  
6415 Wilmington Rd.  
Oregonia, OH 45054

USA

EQ1001391 PM for SGM324L8N WASH KH30REZG SGM324L8N 1,050.00

**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 1,020.00

EQ1043799 25RZGB KH25RZGB 2243836 1,050.00

**Total** 9,400.00

Customer Signatures **APPROVED AS TO FORM**

*[Signature]*  
David E. Soullmer

PO #

Sign

Print

Date

*[Signature]*  
David E. Young  
August 27, 2024



**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.
- 1.05 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**

- 2.01 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
- 3.03 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 REDACTED
- 3.05 REDACTED
- 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
    - Check battery electrolyte levels and specific gravity
    - Test antifreeze and adjust
    - Clean battery terminals as necessary
    - Check coolant level
    - Check generator output voltage and adjust as necessary
    - Inspect belts and hoses as required
    - Emergency system operation without load transfer
    - Check engine heater operation
    - Frequency check/governor adjustment, as required
    - Check generator set for fuel, oil, coolant leaks
    - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
    - Check air intakes and outlets
    - Check engine alternator charge rates
    - Check transfer tank operation
    - Check engine and generator gauge and indicator operation
    - Drain exhaust line
    - Check generator set controller operation including shutdown functions
    - Inspect silencer
    - Perform engine checks per manufacturer's recommendations
    - Check battery charger operation and charge rate

**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.
- \*Air filter and 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 This Planned Maintenance Agreement is not a guarantee of equipment availability.

**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 Vendor shall provide liability insurance coverage as follows:

Vendor shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no Interruption of coverage during the entire term of this Agreement. [if applicable] Vendor shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Commercial General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal Insured – no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

CONSULTANT shall carry statutory worker's compensation insurance as required by law and shall provide CLIENT with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

Cancellation or non-renewal of Insurance shall be grounds to terminate this Agreement.

**ARTICLE FIVE: TAXES**

5.01 Customer is tax exempt.

# Resolution

Number 24-1124

Adopted Date August 27, 2024

APPROVING CHANGE ORDER NO. 7 TO THE CONTRACT WITH BUILDING CRAFTS INC.  
FOR THE RAR WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES  
PROJECT

WHEREAS, on August 18, 2020 this Board entered into a Contract with Building Crafts, Inc. for softening upgrades to the RAR Water Treatment Plant; and

WHEREAS, the Warren County Water and Sewer Department is requesting Building Crafts, Inc. to non-perform several bid items contained within the Contract resulting in a reduction of the Contract Price; and

WHEREAS, a Change Order and Purchase Order modification is necessary in order to accommodate said changes.

NOW THEREFORE IT IS RESOLVED:


1. Approve Change Order No. 7 to the Contract with Building Crafts, Inc., decreasing Purchase Order No. 21001689 by \$5,471.00 and creating a new Contract and Purchase Order price in the amount of \$22,889,012.08.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the Board execute and sign Change Order No. 7 of the Contract with Building Crafts, Inc. for the construction of the RAR Water Treatment Plant Membrane Softening Upgrades Project.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Water/Sewer (file)  
Project File  
C/A— Building Crafts, Inc.



# Warren County Water & Sewer Dept.

406 Justice Drive  
Lebanon, Ohio 45036  
Phone: (513) 695-1377  
FAX (513) 695-2995

# CHANGE ORDER

DATE: August 10, 2024

Change Order Number 7

Project Name: RAR Water Treatment Plant Softening Upgrades

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Local Utility Allowance Adustment		\$196.00
2	Valve Operator Allowance Adjustment		\$303.95
3	Lab Equipment Allowance Adjustment		\$2,721.05
4	Underground Storage Tank Demolition		\$2,250
Sums of the ADDITIONS and DELETIONS			\$5,471.00
TOTALS FOR THIS CHANGE ORDER			<b>(\$5,471.00)</b>

Original contract price \$22,063,000

Current contract price adjusted by previous change orders \$ 22,894,483.08

The Contract price due to this change order will be decreased by \$5,471.00

The New contract price including this change order will be \$ 22,889,012.08

The contract time will be increased by 0 calendar days for substantial completion and 307 days for final completion.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Anna G. Pollett 8/12/24  
Contractor's Signature Date

Chris Brumby 8/19/24  
County Sanitary Engineer Date

\* [Signature] 8-27-24  
Warren County Commissioner Date

\* [Signature] 8-27-24  
Warren County Commissioner Date

\* [Signature] 8-27-24  
Warren County Commissioner Date

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

# Resolution

Number 24-1125

Adopted Date August 27, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

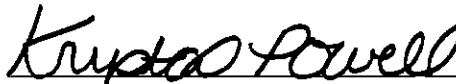
BE IT RESOLVED, to acknowledge payment of bills from 8/20/24 and 8/22/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor ✓

# Resolution

Number 24-1126

Adopted Date August 27, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH ENTECH GREENTREE, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN GREENTREE MEADOWS, SECTION 1, SITUATED IN TURTLECREEK TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	24-013 (W/S)
Development	:	Greentree Meadows, Section 1
Developer	:	Entech Greentree, LLC
Township	:	Turtlecreek
Amount	:	\$49,451.11
Surety Company	:	United Fire & Casualty Company (Bond #54211 452)

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cgb

cc: Entech Greentree, LLC, Attn: Kevin Dickey, 5353 Spring Grove Ave, Cincinnati, OH 45217  
United Fire & Casualty Company, 118 Second Avenue SE, Cedar Rapids, IA 52401  
Water/Sewer (file)  
Bond Agreement file



Form WA-3  
Rev. 08/2016

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

24-013 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between ENTECH GREENTREE, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and United Fire & Casualty Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in GREENTREE MEADOWS Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in TURTLECREEK (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$494,511.06 and that the Improvements that have yet to be completed and approved may be constructed in the sum of - 0 -; and,

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

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

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$49,451.11 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

ENTECH GREENTREE, LLC  
KEVIN DICKEY  
5353 SPRING GROVE AVE  
CINCINNATI, OH 45217  
Ph. ( 724 ) 689 - 2779

D. To the Surety:

United Fire & Casualty Company

118 Second Avenue SE

Cedar Rapids, IA 52401

Ph. ( 800 ) 895 - 6253

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

**DEVELOPER:**

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

SIGNATURE: 

PRINTED NAME: Kevin Licker

TITLE: President

DATE: 8/16/24

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Christina A. Arvizu

TITLE: Attorney-in-Fact

DATE: August 15, 2024

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1126, dated 8-27-24

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \* [Signature]  
PRINTED NAME: David G Young  
TITLE: President  
DATE: August 27, 2024

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR  
Adam M. Nye

Key:

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

# Resolution

Number 24-1127

Adopted Date August 27, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH ENTECH GREENTREE, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN GREENTREE MEADOWS, SECTION 1 SITUATED IN TURTLECREEK TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	24-014 (P/S)
Development	:	Greentree Meadows, Section 1
Developer	:	Entech Greentree, LLC
Township	:	Turtlecreek
Amount	:	\$461,419.48
Surety Company	:	United Fire & Casualty Company (54211 453)

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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



Form ST-1  
Rev. 08/2016

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

24-014(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between ENTECH GREENTREE, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners. (hereinafter the "County Commissioners"), and United Fire & Casualty Company (2) (hereinafter the "Surety").

**WITNESSETH:**

WHEREAS, the Developer is required to install certain improvements in GREENTREE MEADOWS Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in TURTLE CREEK (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and.

WHEREAS, it is estimated that the total cost of the Improvements is \$1,528,554.87 and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$354,938.00; and.

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

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

- The Developer will provide performance security to the County Commissioners in the sum of \$461,419.48 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the minimum performance security shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide maintenance security to the County Commissioners in the sum of \$ 306,710.97 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

ENTECH GREENTREE, LLC  
KEVIN DICKEY  
5353 SPRING GROVE AVE  
CINCINNATI, OH 45217  
Ph. ( 724 ) 689 - 2779

D. To the Surety:

United Fire & Casualty Company

118 Second Avenue SE

Cedar Rapids, IA 52401

Ph. ( 800 ) 895 - 6253

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

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

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

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

Original Escrow Letter (attached)

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

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

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

**DEVELOPER:**

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

SIGNATURE: 

PRINTED NAME: KEVIN DICKEY

TITLE: President

DATE: 8/16/24

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Christina A. Arvizu

TITLE: Attorney-in-Fact

DATE: August 15, 2024

**{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1127, dated 8-27-24

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \* [Signature]  
PRINTED NAME: David G Young  
TITLE: President  
DATE: August 27, 2024

RECOMMENDED BY:

By: [Signature]  
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR  
Adam M. Nice

Key:

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

# Resolution

Number 24-1128

Adopted Date August 27, 2024

## APPROVING VARIOUS RECORD PLATS

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

- Porters Health Phase 3, Replat of Lots 7A & 8A – Hamilton Township
- Greentree Meadows Section 1 – Turtlecreek Township

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Plat File  
RPC



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

# Resolution

Number 24-1129

Adopted Date August 27, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND  
#11011111

BE IT RESOLVED, to approve the following supplemental appropriation into BOCC Grant fund  
for Ohio-Kentucky-Indiana Council of Governments Share


\$ 2,636.00 into #11011111-5797 (General – BOCC Grant OKI Share)

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental Appropriation file  
Commissioners file  
OMB – S. Spencer

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

# Resolution

Number 24-1130

Adopted Date August 27, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$238,000.00 from #44923819-5320 (Capital Purchases)  
into #44923819-5370 (Software Non-Data Board)

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

# Resolution

Number 24-1131

Adopted Date August 27, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND #5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to essential software related purchases and contracted services; and

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

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


\$20,000.00 from 55103200 - 5998 (Reserve/Contingency)  
into 55103200 - 5370 (Software)

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

mbz

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

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

# Resolution

Number 24-1132

Adopted Date August 27, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND #5580

WHEREAS, the Water and Sewer Department incurs costs for purchased services; and

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

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

\$100,000.00 from 55803309 - 5400 (Purchased Services)  
into 55803300 - 5400 (Purchased Services)

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

mbz

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

# Resolution

Number 24-1133

Adopted Date August 27, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR  
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	POLARIS SALES INC	WAT POLARIS RANGER XD 1500 NOR	\$ 43,783.68 *vehicle/ state contract
ENG	W C STOREY & SON INC	ENG. FUEL TANKS DIESEL/UNLEADE	\$ 49,805.89 *capital purchase/ resolution in packet
TEL	BUCKEYE POWER SALES CO INC	TEL BUCKEYE POWER SALES PLANNE	\$ 9,400.00 *contract in packet
ENG	ZORESCO EQUIPMENT COMPANY	ENG FURNISH AND INSTALL NEW DU	\$ 16,002.00 *capital purchase/ obtained 3 quotes
ENG	CRONIN FORD NORTH	ENG. TWO F550 TRUCKS FOR THE H	\$ 236,750.00 *vehicles/ bid project

## PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
ENG	FORD DEVLPMNT CORP	ENG ROACH COZZ BRDG PROJ	\$1,967.00 *increase
WAT	BUILDING CRAFTS INC	WAT RAR WWTP SOFTENING PROJ	\$ 5,471.00 *decrease

8/27/24 APPROVED:

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

# Resolution

Number 24-1134

Adopted Date August 27, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011110 AND AN OPERATIONAL TRANSFER FROM GENERAL FUND #11011110 INTO HEALTH BENEFITS FUND #6632

WHEREAS, the Health Benefits fund has exceeded its cash balance and with the ongoing increase of health benefits and prescription drug prices, and the need has arisen to increase Benefits fund #6632.

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

Supplemental Appropriation

\$1,000,000.00 into #11011110-5997 (General Fund – Operational Transfers)

Operational Transfer

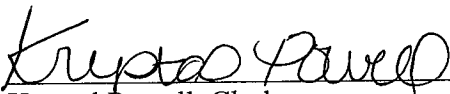
\$1,000,000.00 from #11011110-5997 (General Fund – Operational Transfers)  
into #6632-49000 (Distributions & Transfers)

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

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

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-1135

Adopted Date August 27, 2024

## APPROVING RDJ COMMUNITY PUD STAGE 2 IN UNION TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 27<sup>th</sup> day of August 2024, to consider the RDJ Community PUD Stage 2 in Union Township; and

WHEREAS, this Board has considered the recommendation from the Warren County Regional Planning Commission and all those present to speak in favor of or in opposition to said application.

NOW THEREFORE BE IT RESOLVED, to approve the Southwest Golf Ranch PUD Stage 2 in Union Township subject to the following conditions:

1. All plans and proposals from the applicant shall be made conditions of approval unless modified by one of the following conditions.
2. Compliance with the Warren County Subdivision Regulations, the Warren County Zoning Code, the Warren County Thoroughfare Plan, and the Planned Unit Development Stage 1 conditions of approval (Resolution #22-02843).
3. Compliance with the Warren County Soil and Water Conservation District (SWCD) Erosion and Sediment Control Plan requirements. Prior to construction, an Earth Disturbing Permit must be obtained from the Warren County Soil and Water Conservation District if more than an acre of disturbance is planned. The applicant shall work with the Warren County Floodplain Administrator regarding flood zones located on the property and to determine if permitting is required.
4. Prior to PUD Stage 3, the applicant shall work with the Warren County Soil and Water Conservation District concerning the location of rustic cabins located within the flood fringe. All structures located within the flood fringe shall receive the Warren County Soil and Water Conservation District Administrator's (Warren County Floodplain Administrator) approval.
5. That Resolution #22-0843, Condition #9, is interpreted to mean any of the following:
  - a. Prior to PUD Stage 3 the applicant shall submit a revised site plan illustrating the cabins located outside of the floodplain; or
  - b. Prior to PUD Stage 3 the applicant shall submit a revised site plan illustrating the cabins located above the base flood elevation.
6. Prior to PUD Stage 3 approval for non-residential uses, the applicant submits a stormwater management plan approved by the Warren County Engineer's Office.



7. The applicant shall contact the Ohio Department of Transportation (ODOT) for review and to determine if a traffic impact analysis is necessary. If a traffic impact analysis is required, the analysis shall be conducted prior to approval of PUD Stage 3. The site's internal vehicular circulation shall be reviewed and approved by the Warren County Engineer's Office prior to approval of PUD Stage 3.
8. At alternative plat review, the applicant shall dedicate the required right-of-way in accordance with the Warren County Thoroughfare Plan.
9. Water facilities shall comply with the Warren County Water and Sewer Department standards and any improvements deemed necessary by the Warren County Water and Sewer Department shall be installed by the developer.
10. On-site septic systems shall be reviewed and approved for each use by the Warren County Health Department / Ohio EPA. If it is determined that the subject site will generate more than 1,000 gallons of wastewater per day, the Ohio EPA will have jurisdiction to review the septic system. The developer shall comply with the Warren County Health Department regulations and standards regarding on-site septic systems and comply with the minimum setback distances for septic systems from detention basins.
11. All welding shall be performed and conducted inside of the building. All materials and storage pertaining to the welding shop shall be kept inside a building or screened from view of persons on contiguous property or persons using public right-of-way.
12. The addition of agricultural structures and uses to the subject site constitutes a revised Site Plan review.
13. Prior to PUD Stage 3, the applicant shall submit an updated Site Plan, in compliance with the WCRZC 1.303 identifying:
  - a. Building height
  - b. Building elevations for the business expansion, proposed residence, future banquet facility, and cabins
  - c. Parking location and dimensions of each parking space, and ensure that the site plan illustrates the required number of parking spaces for each use as determined in the WCRZC Table 3.303-1
  - d. Location and dimensions of all existing and proposed easements
  - e. Proposed landscaping and location (as applicable)
  - f. Location of the septic system(s) and leach fields

- g. The typical cross-section for the private driveway, and width of drive lanes; and
- h. A driveway apron located along State Route 42, in accordance with the Warren County Rural Zoning Code, Figure 3.311-2

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

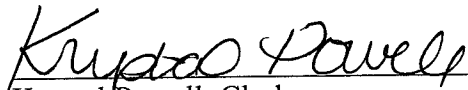
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: RPC (file)  
RZC  
Applicant  
Township Trustees  
Administrative hearing file