

Resolution

Number 23-1322

Adopted Date October 12, 2023

HIRE MARQUITA HOSKINS AS AN ASSESSMENT INVESTIGATIVE CASEWORKER II,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Ms. Hoskins as an Assessment Investigative Caseworker II due to her past experience and will require her to complete CORE training in her first year; and

NOW THEREFORE BE IT RESOLVED, to hire Marquita Hoskins as an Assessment Investigative 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, \$21.74 per hour, effective October 30, 2023, subject a background check, drug screen and a 365-day probationary period; and

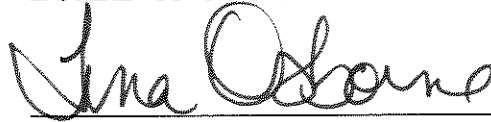
BE IF FURTHER RESOLVED, Ms. Hoskins will not be eligible for any increase upon completing CORE training as she is hired as a Caseworker II due to her experience.

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
M. Hoskins' Personnel file
OMB – Sue Spencer

Resolution

Number 23-1323

Adopted Date October 12, 2023

HIRE JAMIE NICKELL AS AN ASSESSMENT INVESTIGATIVE CASEWORKER II,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Ms. Nickell as an Assessment Investigative Caseworker II due to her past experience and will require her to complete CORE training in her first year; and

NOW THEREFORE BE IT RESOLVED, to hire Jamie Nickell as an Assessment Investigative 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, \$21.74 per hour, effective October 23, 2023, subject a background check, drug screen and a 365-day probationary period; and

BE IF FURTHER RESOLVED, Ms. Nickell will not be eligible for any increase upon completing CORE training as she is hired as a Caseworker II due to her experience.

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
J. Nickell's Personnel file
OMB – Sue Spencer

Resolution

Number 23-1324

Adopted Date October 12, 2023

APPROVE AND ENTER INTO AN AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS AND THE CITY OF LEBANON, OHIO RELATIVE TO REIMBURSEMENT FOR PUBLIC DEFENDER EXPENDITURES FOR 2023/2024

BE IT RESOLVED, to approve and enter into a contract with the City of Lebanon, Ohio for reimbursement of 2023/2024 public defender services; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—City of Lebanon
City of Lebanon (file)
Ohio Public Defender Office
Commissioner's File
D. Gray

RESOLUTION NO. 2023-068

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY COMMISSIONERS FOR REIMBURSEMENT OF PUBLIC DEFENDER FEES

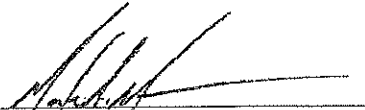
WHEREAS, the County Commissioners pursuant to Ohio Revised Code section 120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall be reimbursed for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation; and

WHEREAS, the county will set up an account to reimburse the City of Lebanon for payment of those public defender fees upon reimbursement by the state.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager is hereby authorized to enter into a consent agreement with the Warren County Commissioners, in substantially the same form attached hereto as "Exhibit 1".

SECTION 2. This Resolution is necessary for the preservation of the public peace, health, safety, morals and welfare of the City of Lebanon, and shall take effect immediately upon its adoption.





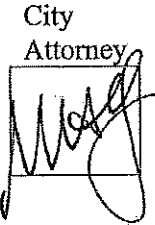
Mayor

Passed: July 11, 2023

Attest:


Clerk of Council

Sponsors:
All Members of Council

City Manager	City Auditor	City Attorney
		

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OCT2 '23 RCVD

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN LEBANON MUNICIPAL COURT
(ASSIGNED COUNSEL)**

This Agreement is entered into by and between the Warren County Board of County Commissioners, with a mailing address of 406 Justice Drive, Lebanon, Ohio 45036, (hereinafter referred to as the "COUNTY"), and the City of Lebanon, Ohio, with a mailing address of 50 S Broadway St Ste 1, Lebanon, Ohio 45036, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY, in furtherance of the execution of its legal responsibilities, desires that said legal services be delivered to COUNTY's indigent citizens and others so situated, and

WHEREAS, the CITY of Lebanon Municipal Court maintains a list of Public Defenders who are willing to provide the aforesaid legal services to the COUNTY's indigent citizens and others so situated, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code section 120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the COUNTY for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code sections 120.33 and 120.36, and pay the CITY its appropriate share, and

WHEREAS, this Agreement has been authorized by the CITY by Res. ~~Ord.~~ Number 2023-068 passed by the Lebanon CITY Council on July 11, 2023, and by Resolution Number _____, passed by the Board of Commissioners of Warren COUNTY on _____.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The CITY and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent adults and juveniles in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY Ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code section 120.33 and Ohio Administrative Code section 120-1-03. In addition to indigency determination, all rules, standards and guidelines issued by the Office of Public Defender and Ohio Public Defender Commission shall be followed.

2. COMPENSATION

- 2.1 Pursuant to Ohio Revised Code section 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the Municipal Court of Lebanon, Ohio, to represent indigent persons charged with violations of the ordinances of the CITY of Lebanon, Ohio.
- 2.2 Payment by the municipality for representation of indigent persons will be by fee schedule, and such payment shall not exceed the fee schedule in effect and adopted by the Board of County Commissioners of Warren County, Ohio.
- 2.3 CITY agrees to deposit funds in advance with the COUNTY in an amount sufficient for the payment of the legal fees and expenses that CITY anticipates incurring during the term of this Agreement.
- 2.4 The COUNTY shall pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of reconciliation of reimbursements received or at a time mutually agreed upon by the parties.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1 The term of this agreement shall be for one year, once all relevant signatures have been completed.
- 3.2 If the COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested, or is hand-delivered.

4. TERMS OF AGREEMENT

- 4.1 As soon as is reasonably practical after a case is finally disposed of by the Lebanon Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case.
- 4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the Court, the Lebanon Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.3 After approval, the COUNTY Auditor shall thereafter process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio revised Code section 120.33.

4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

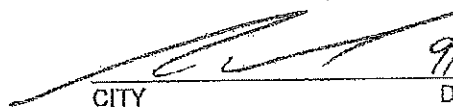
4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work shall, prior to the completion of said work voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

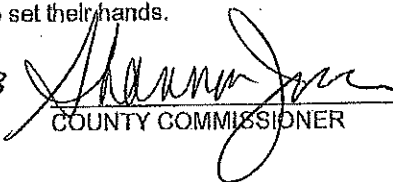
5. MODIFICATION

5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.


CITY
9/29/23
Date


COUNTY COMMISSIONER
10.12.23
Date

Approved as to form:

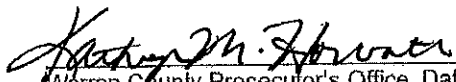

Warren County Prosecutor's Office
10/2/23
Date

Exhibit A

WARREN COUNTY ASSIGNED COUNSEL FEE SCHEDULE

(Effective Date March 24, 2023)

**HOURLY RATES AS ADOPTED BY WARREN COUNTY COMMISSIONERS
PER RESOLUTION #22-0726 MAY 17, 2022
RATES AS OF March 24, 2023**

RATES PER TYPE OF CASE	
RATE IN COURT – NON-DEATH PENALTY	\$75.00 PER HOUR
RATE IN COURT – DEATH PENALTY	\$75.00 PER HOUR
RATE OUTSIDE OF COURT – NON-DEATH PENALTY	\$75.00 PER HOUR
RATE OUTSIDE OF COURT – DEATH PENALTY	\$75.00 PER HOUR

Resolution

Number 23-1325

Adopted Date October 12, 2023

APPROVE AND ENTER INTO CONTRACT WITH FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP ON BEHALF OF THE WARREN COUNTY EMERGENCY SERVICES AND THE WARREN COUNTY SHERIFF'S OFFICE

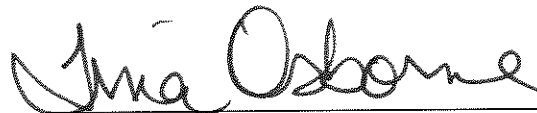
BE IT RESOLVED, to approve and enter into contract with Fishel Downey Albrecht & Riepenhoff LLP, on behalf of the Warren County Emergency Services and the Warren County Sheriff's Office relative to legal services associated with human resource personnel management, civil service and public sector issues, labor relations and negotiations; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Fishel Downey Albrecht & Riepenhoff LLP
Emergency Services (file)
Sheriff (file)
OMB – S. Spencer



FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLP™
Attorneys at Law

7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

CONTRACT FOR SERVICES FOR WARREN COUNTY, OHIO

THIS AGREEMENT, made this 12 day of October, 2023, by and between the Warren County Board of County Commissioners, on behalf of Warren County Emergency Services Department, hereinafter "County," and Fishel Downey Albrecht & Riepenhoff LLP, New Albany, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations, and such other and further matters that may affect or come before the County; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP, is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County Sheriff's Office and Emergency Services Department as may be instructed by the County, including advice and services in order for the County to carry out his human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;



B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;

C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and

D. To provide any other necessary representation to the County's management personnel throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, civil service, or as otherwise directed.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the attorneys shall be on the basis of an hourly rate of two-hundred ten dollars (\$210.00) for all time expended by the Attorneys on behalf of the County during the 2024 calendar year, and two-hundred twenty dollars (\$220.00) for all time expended by the Attorneys on behalf of the County during the 2025 calendar year. This contract is not to exceed the annual total compensation of the Prosecuting Attorney. The term of the contract shall be for a period beginning January 1, 2024 and ending December 31, 2025. The Attorneys shall be compensated for all necessary and reasonable costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.



**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF** LLPTM
Attorneys at Law

7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed,

construed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

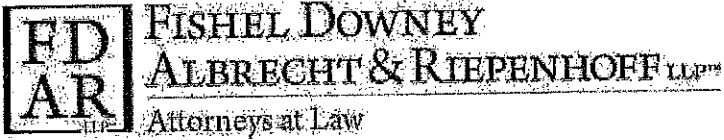
The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement, within legal limitations.

The parties agree that subsequent to the stated ending date of this Agreement, the Agreement and its terms shall remain in effect and automatically renew for successive thirty (30) day periods unless either party cancels this Agreement through the procedures stated herein.



7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PB
(614) 221-8769 FX
www.fisheldowney.com

Executed on behalf of Attorneys:

FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP:



Marc A. Fishel Date 10/6/23

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Shannon Jones, its President on the date stated below pursuant to Resolution No. 23-1325, dated 10-12-23.

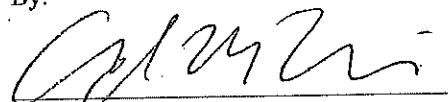


President Date 10-12-23

APPROVED AS TO FORM:

DAVID P. FORNSHELL
WARREN COUNTY PROSECUTOR

By:



Assistant County Prosecutor
Adam M. Nie

Resolution

Number 23-1326

Adopted Date October 12, 2023

ENTER INTO FINAL LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO REPAIR CULVERT WAR-71-0358E AND PAY FOR THE PORTION OF THE CULVERT IN WARREN COUNTY AT A COST OF APPROXIMATELY \$118,950.00

WHEREAS, the following Final Resolution enacted by the Board of County Commissioners, County of Warren, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project; and

WHEREAS, on 27th day of July 2023, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of improvements to culvert WAR-71-0358E, including field paving a 168-foot portion of the culvert, lying within Warren County; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above-described project as follows:

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of One Hundred Eighteen Thousand Nine Hundred Fifty and - - - 00/100 Dollars, (\$118,950.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above-described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above-described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement; and

NOW THEREFORE BE IT RESOLVED,

- I. That the estimated sum, of One Hundred Eighteen Thousand Nine Hundred Fifty and - - -
- 00/100 Dollars, (\$118,950.00) is hereby appropriated for the improvement described
above and the fiscal officer is hereby authorized and directed to issue an order on the
treasurer for said sum upon the requisition of the Director of Transportation to pay the
cost and expense of said improvement. We hereby agree to assume in the first instance,
the share of the cost and expense over and above the amount to be paid from Federal
funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the
aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the County Engineer be, and is
hereby authorized to execute said contract, providing for the payment of the LPA the sum
of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this
Resolution.

NOW THEREFORE BE IT FURTHER RESOLVED, to authorize the President or Vice
President of the Board of County Commissioners to execute necessary negotiated agreements for
the above purposes.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Transportation
Engineer (file)

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Warren**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of improvements to culvert WAR-71-0358E, including field paving a 168-foot portion of the culvert, lying within Warren County.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred Eighteen Thousand Nine Hundred Fifty and - - - 00/100 Dollars, (\$118,950.00).**
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

Board of County Commissioners
County of Warren
406 Justice Drive, First Floor
Lebanon, Ohio
45036

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, 4th Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

LOCAL PUBLIC AGENCY
Board of County Commissioners
County of **Warren**

Director of Transportation

County Engineer

County Commissioner

County Commissioner

County Commissioner

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

DRAFT

Resolution

Number 23-1327

Adopted Date October 12, 2023

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

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

Southern State Community College
100 Hobart Drive
Hillsboro, OH 45133

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Southern State Community College, 100 Hobart Dr, Hillsboro, Ohio 45133** hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as CDL and similar programs.

Terms of the Agreement:

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

Responsibilities of the Contractor:

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

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

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

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change

causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.

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

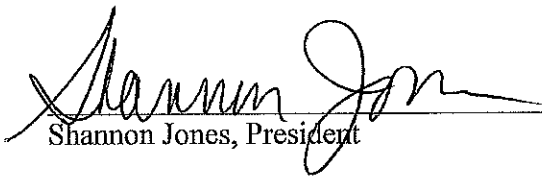
Assurances and Certifications:

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

Signature Page

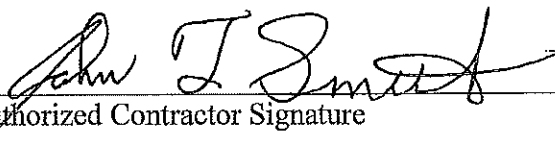
In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners


Shannon Jones, President

10.12.23
Date

Contractor



Authorized Contractor Signature

9-27-23
Date

John T. Smith
Typed Name of Authorized Contractor

9-27-23
Date

Approved as to form:


Adam Nice, Asst. Prosecutor

10/10/23
Date

Resolution

Number 23-1328

Adopted Date October 12, 2023

AUTHORIZE ACCEPTANCE OF QUOTE WITH BUCKEYE POWER SALES CO. INC. FOR RENEWAL OF PLANNED MAINTENANCE AGREEMENT FOR GENTRACKER YEARLY MONITORING ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Buckeye Power Sales Co. Inc. will provide Gentracker Yearly Monitoring for all listed Tower sites on quote PMA1044278; and

NOW THEREFORE BE IT RESOLVED, to accept the renewal of the planned maintenance agreement for Gentracker Yearly Monitoring with Buckeye Power Sales as attached hereto and a part hereof.

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



Planned Maintenance Agreement

Page 1

Buckeye Power Sales Co., Inc.

4992 Rialto Road
West Chester, OH 45069
USA

Phone No. 513.755.2323

Fax No. 513.755.4515

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

Contact Corey Burton
Phone No. 513-695-1177
E-Mail Corey.Burton@wcoh.net

Salesperson Marissa Maloney
Contract No. PMA1044278
Description Gen Tracker Yearly Monitoring Fee

Starting Date 12/01/23

Invoice Period Year

Annual Amount 2,920.00

Accept Before

Contract Comments

This is for the Gentracker Yearly Monitoring Fee
for Panel#'s
12794 Blackhawk Tower
12798 Goose Creek Tower
12797 Hatfield Tower
12796 Lytle Tower
12693 Manchester Tower
12793 Snider Tower
12795 Washington Township Tower
12728 Zoar Tower

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 365.00

Ship-to Address

Warren Co. Goose Creek Tower
6452 Furnas-Oglesby Rd.
LEBANON, OH 45036
USA

EQ0205179 Kohler 25RZGB KH25RZGB 2212723 GSE 365.00

Ship-to Address

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

EQ1007167 INDUSTRIAL KH25RZGB 2240363 365.00



Planned Maintenance Agreement

Page 2

Buckeye Power Sales Co., Inc.

4992 Rialto Road
West Chester, OH 45069
USA

Phone No. 513.755.2323
Fax No. 513.755.4515

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

Contact Corey Burton
Phone No. 513-695-1177
E-Mail Corey.Burton@wcoh.net

Salesperson Marissa Maloney
Contract No. PMA1044278
Description Gen Tracker Yearly Monitoring Fee

Starting Date 12/01/23
Invoice Period Year
Annual Amount 2,920.00
Accept Before

Ship-to Address
Warren Co. Telecom Lytle Tower 2 Site
360 East Lytle Five Points Rd.
LEBANON, OH 45036
USA

EQ1002496	30REZG, 30 kW, 60 Hz	KH30REZG	SGM327C9B	365.00
Ship-to Address Warren Co. Manchester Tower 5700 S. Dixie Hwy Franklin, OH 45005 USA				

EQ1043090	25RZGB	KH25RZGB	2243837	365.00
Ship-to Address Warren Co. Snider Tower 8181 Snider Rd. Mason, OH 45040 USA				

EQ0205178	Kohler 20RES	KH20RES	2294017 SNID	365.00
Ship-to Address Warren Co. Washington Township 6415 Wilmington Rd. Oregonia, OH 45054 USA				

EQ1001391	30REZG, 30 kW, 60 Hz	KH30REZG	SGM324L8N	365.00
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Planned Maintenance Agreement

Page 3

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA

Phone No. 513.755.2323
Fax No. 513.755.4515

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

Contact Corey Burton
Phone No. 513-695-1177
E-Mail Corey.Burton@wcoh.net

Salesperson Marissa Maloney
Contract No. PMA1044278
Description Gen Tracker Yearly Monitoring Fee

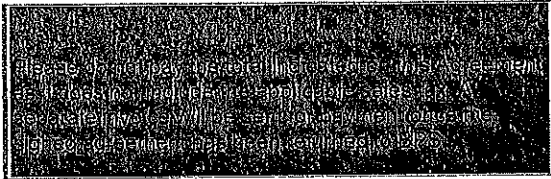
Starting Date 12/01/23
Invoice Period Year
Annual Amount 2,920.00
Accept Before

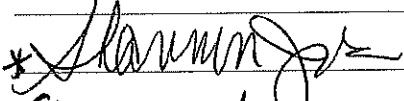
Ship-to Address
Warren Co. Telecom Zoar Tower
790 East U.S. Rt. 22
Maineville, OH 45039
USA

EQ1043799 25RZGB KH25RZGB 2243836 365.00

Total 2,920.00

Customer Signature Line



PO # _____
Sign * 
Print Shannon Jones
Date 10.12.23

Resolution

Number 23-1329

Adopted Date October 12, 2023

TRANSFER A DESK NO LONGER BEING UTILIZED BY WARREN COUNTY
TELECOMMUNICATIONS TO MASSIE TWP

WHEREAS Warren County Telecommunications has an old HON desk currently listed on their inventory that is no longer being utilized by the department; and

WHEREAS, Massie Township has expressed interest in obtaining said desk; and

NOW THEREFORE BE IT RESOLVED, to transfer the old HON desk from Warren County Telecommunications to Massie Township.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-1330

Adopted Date October 12, 2023

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

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

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

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

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/lkl

cc: Auditor
Supplemental App. file
OMB (file)

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL
FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation:

\$300,000.00 into #11011110-5400 (General – Purchased Services)

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

Mrs. Jones –

Mr. Young –

Mr. Grossmann –

Resolution adopted this 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

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

A Zndil
to be ratified
10-12-23

Resolution

Number 23-1331

Adopted Date October 12, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH D.R. HORTON – INDIANA, LLC, FOR VILLAGE OF HOPEWELL VALLEY, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

RELEASE

Bond Number	:	20-001 (W/S)
Development	:	Village of Hopewell Valley Subdivision, Section Six
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$9,343.57
Surety Company	:	Argonaut Insurance Company

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: D.R. Horton-Indiana, LLC., 8180 Corporate Park Dr. Suite 100, Cincinnati, OH 45242
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246
Water/Sewer (file)
Bond Agreement file

Resolution

Number 23-1332

Adopted Date October 12, 2023

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the third and fourth monthly disbursement of their mandated share for SFY 2023-2024 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioner Fund #1101 to Human Services Fund #2203:

\$34,334.00	from	#11011112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 23-1333

Adopted Date October 12, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

\$15,000.00 into #44793850-5320 (Airport – Capital Purchases)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Airport (file)
OMB – S. Spencer

Resolution

Number 23-1334

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND
#11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,000.00	from	11011223-5820	(Health/Life Insurance)
	into	11011223-5910	(Other Expenses)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-1335

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE PROBATE COURT
FUND #10112500

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile/Probate
fund #11012500:

\$ 6,000.00	from	11012500-5997	(JUV Prob Operational Transfer)
	into	11012500-5820	(JUV Prob Health & Life Insurance)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 23-1336

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION FUND
#11012600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile
Detention fund #11012600:

\$8,000.00	from	11012600-5320	(Juv Det Capital Purchase)
\$7,000.00	into	11012600-5811	(Juv Det PERS)
\$1,000.00	into	11012600-5871	(Juv Det Medicare)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 23-1337

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #11012810-5210 (Telecom Materials & Supplies)
into #11012810-5400 (Telecom Purchased Services)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 23-1338

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2243

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,000.00	from	22431240-5910	(Other Expense)
	into	22431240-5940	(Travel)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 23-1339

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court RECLAIM fund #2247:

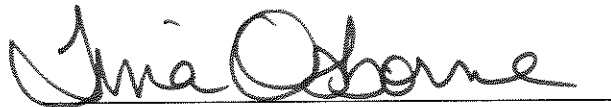
\$ 35,000.00 from 22471242-5400 (Purchased Services)
into 22471242-5102 (Regular Salaries)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-1340

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CLERK OF COURTS TITLE
FUND #2250 AND CLERK COUNTY COURT FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustments:

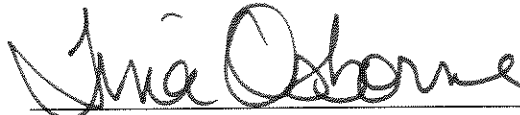
\$ 100,000.00	from	#22501260-5997	(Operational Transfer)
	into	#22501260-5317	(Non-Capital Purchase)
\$ 50.00	from	#11011282-5911	(Non-Taxable Meal Fringe)
	into	#11011282-5940	(CLK CoCt Travel)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor
Appropriation Adj. file
Clerk of Courts(file)

Resolution

Number 23-1341

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:

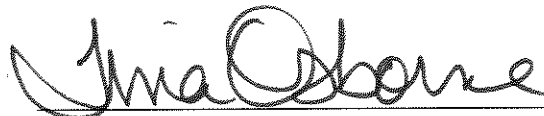
\$5,000.00	from	22701240-5102	(Regular Salaries)
	into	22701240-5114	(Overtime Pay)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Mary Haven (file)

Resolution

Number 23-1342

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:

\$1,000.00	from	22701240-5210	(Materials & Supplies)
	into	22701240-5317	(Non-Capital Purchase)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Mary Haven(file)

Resolution

Number 23-1343

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00 from #22735100-5811 (PERS)
into #22735100-5940 (Travel)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

Resolution

Number 23-1344

Adopted Date October 17, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for Utilities; and

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

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

\$40,000.00	from	55103209-5400	(Purchased Services)
\$25,000.00	from	55103209-5317	(Non-Capital Purchases)
\$15,000.00	from	55103209-5210	(Materials & Supplies)
\$70,000.00	from	55103200-5998	(Reserve/Contingency)
\$150,000.00	into	55103200-5430	(Utilities)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 23-1345

Adopted Date October 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER PROJECT FUND
5583

WHEREAS, the Water and Sewer department incurs project costs pertaining to a Wellfield optimization study; and;

WHEREAS, appropriation adjustments are necessary to accommodate said costs;

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

\$131,504.00	from	55833200-5320	(Capital Purchase)
	into	55833200-5400	(Purchased Services)

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 23-1346

Adopted Date October 12, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao


cc:

Commissioners' file

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
ENG	EAGLE BRIDGE CO	ENG KING AVE BRIDGE IMPR	\$ 314,366.91 DECREASE

10/12/2023 APPROVED:



~~Tiffany Zindel, County Administrator~~

Martin Russell, Deputy County Administrator

Resolution

Number 23-1347

Adopted Date October 12, 2023

APPROVE SITE PLAN REVIEW APPLICATION OF N & G TAKHAR OIL LLC IN TURTLECREEK TOWNSHIP SUBJECT TO CERTAIN CONDITIONS

WHEREAS, this Board met this 12th day of September 2023, and again this 12th day of October 2023, in the Commissioners' Meeting Room, to consider the Site Plan Review Application of N & G Takhar Oil LLC in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission, the Rural Zoning Commission and all those present to give testimony regarding the site plan review application; and

NOW THEREFORE BE IT RESOLVED, to approve the Site Plan Review Application of N & G Takhar Oil LLC in Turtlecreek Township subject to the following conditions:

1. Compliance with the standards of the Warren County Rural Zoning Code; Section 1.303.3.
2. Compliance with the Warren County Engineer's Office standards. A traffic impact analysis shall be done before Zoning Permit approval. All access points shall be reviewed and approved by the Engineer's Office. The timing of the "future ingress/ egress" to Greentree Road shall be determined by the Warren County Engineer's Office and if that access point will provide full or limited access.
3. Dedicate the right-of-way along Union Road and Greentree Road in compliance with the Warren County Thoroughfare Plan.
4. The stormwater management plan shall be reviewed and approved by the Warren County Engineer's Office.
5. Sidewalks shall be installed along the frontages of Union Road and Greentree Road and be located outside the right-of-way. A pedestrian connection shall be constructed from the building to the sidewalk (Section 3.303 C Warren County Rural Zoning Code).
6. Compliance with the Ohio Environmental Protection Agency (OEPA) requirements and standards. The OEPA shall review and approve the septic system.
7. Compliance with the Warren County Health Department regarding food safety, and plumbing.
8. Building materials and design shall be consistent with the application submittal on Exhibit A-002.
9. The dumpster enclosure shall be similar materials as the primary structure and screened with landscaping in compliance with Article 3, Chapter 4 of the Warren County Rural Zoning Code.
10. LED signage is prohibited on the fueling pump canopy, standalone signs are limited to monument signs.
11. Compliance with the requirements and standards of the existing oil and gas pipelines.
12. The applicant submits an updated site plan illustrating the following:
 - a. Add the open space calculation and quantity in a summary table.
 - b. Landscaping along the eastern and southern property line (Table 3.405-1 Lot Perimeter Buffer Type D). A tree study may be done along the east boundary to be reviewed by the Zoning Inspector to determine if the existing trees meet or exceed the Buffer Type D requirements. Landscaping to be located outside the Public Utility Easement.
 - c. Fire hydrant locations in compliance with the requirements of the Turtlecreek Township Fire Department.
 - d. Details of the lighting poles, and privacy fence.
13. Business hours shall not exceed the operating hours of 6:00 a.m. through 11:00 p.m. Eastern Standard Time.

RESOLUTION #23-1347
OCTOBER 12, 2023
PAGE 2

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

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

Resolution adopted this 12th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)
Applicant
Public Hearing file