

# Resolution

Number 24-1035

Adopted Date August 13, 2024

## HIRING ANTHONY SMITH AS SERVICE WORKER I WITHIN WARREN COUNTY FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Anthony Smith as Service Worker I within Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #13, \$20.17 per hour, effective August 21, 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

H/R

cc: Facilities Management (file)  
A. Smith's Personnel file  
OMB-Sue Spencer

# Resolution

Number 24-1036

Adopted Date August 13, 2024

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

WHEREAS, Alec Smith, Management Information Specialist I 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 Alec Smith's completion of 365-day probationary period and a pay increase to end of probationary rate of \$24.87 per hour effective pay period beginning August 17, 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-1037

Adopted Date August 13, 2024

ACCEPTING THE RESIGNATION OF RENEE TAYLOR, ASSESSMENT/INVESTIGATIVE CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 5, 2024

BE IT RESOLVED, to accept the resignation of Renee Taylor, Assessment/Investigative Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective August 5, 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-1038

Adopted Date August 13, 2024

TERMINATING THE EMPLOYMENT OF PROBATIONARY EMPLOYEE VICTORIA CALDWELL, WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, Ms. Caldwell began employment on September 25, 2023, as Administrative Support and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the Benefits and Risk Manager recommends said employee be terminated for failing to meet the required standards of her position.

NOW THEREFORE BE IT RESOLVED, to remove Victoria Caldwell from employment within the Office of Management and Budget, effective August 5, 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Emergency Services (file)  
V. Caldwell's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-1039

Adopted Date August 13, 2024

RESCINDING RESOLUTION #24-0976, ADOPTED JULY 30, 2024, ENTERING INTO AGREEMENTS WITH SUNRISE COOPERATIVE INC. FOR A 2,000 GALLON DOUBLE WALL TANK FOR DIESEL FUEL AND A 1,000 GALLON DOUBLE WALL TANK FOR UNLEADED GASOLINE AND TO PROVIDE CORRESPONDING FUEL ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, pursuant to Resolution #24-0976, this Board entered into agreements with Sunrise Cooperative Inc. on behalf of the Engineer's Office; and

WHEREAS, due to a clerical error, the agreements were signed prior to final approval by the County Engineer.

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #24-0976, adopted July 30, 2024, entering into agreements with Sunrise Cooperative, Inc. for Liquid Fuel/Bulk Oil Equipment.

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Sunrise Cooperative, Inc.  
Engineer (file)

# Resolution

Number 24-1040

Adopted Date August 13, 2024

## ADVERTISING FOR BIDS FOR THE DRY RUN ROAD BRIDGE #81-1.22 REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the Dry Run Road Bridge #81-1.22 Replacement Project for the County Engineer; 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 August 18, 2024; bid opening to be September 4, 2024 @ 9:00 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KP

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 24-1041

Adopted Date August 13, 2024

## ADVERTISING FOR BIDS FOR THE 2024 HAMILTON ROAD DRILLED PIER WALL PROJECT

BE IT RESOLVED, to advertise for bids for the 2024 Hamilton Road Drilled Pier Wall Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the Warren County website, beginning the week of July 21, 2024; bid opening to be August 14, 2024 @ 9:30 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 24-1042

Adopted Date August 13, 2024

ENTERING INTO A CONTRACT WITH BARRETT PAVING MATERIALS INC., FOR THE FY24 CITY OF FRANKLIN: BRYANT AVE. & JUDY DR. PAVING AND STORM SEWER CDBG PROJECT

WHEREAS, pursuant to Resolution #24-0964, dated July 30, 2024, this Board approved a Notice of Intent to Award Bid for the FY24 City of Franklin: Bryant Ave. & Judy Dr., Paving and Storm Sewer CDBG Project to Barrett Paving Materials Inc., for a total bid price of \$273,650.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Barrett Paving Materials Inc., 3751 Commerce Drive, Franklin, Ohio 45005, for a total bid price of \$273,650.00; 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

JS/

cc: c/a— Barrett Paving Materials, Inc.  
Grants (file)  
OMB Bid file



## CONTRACT

THIS AGREEMENT, made this 13 day of August, 2024, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Barrett Paving Materials Inc., doing business as a corporation, hereinafter called "Contractor".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**"FY24 City of Franklin: Bryant Ave. & Judy Dr. Paving Storm Sewer CDBG Project"** hereinafter called the project, for the sum of Two Hundred Seventy Three Thousand, Six Hundred Fifty Dollars (\$273,650) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
  - Affidavit of Non-Delinquency of Personal Property Taxes
  - Bid Guarantee and Contract Bond
  - Non-collusion Affidavit
- F. Contract Forms
  - Notice of Award and Acceptance
  - Notice to Proceed and Acceptance
  - Change Order
- G. Conflict of Interest
  - Special Conditions Pertaining to Hazards Safety
  - Standards and Accident Prevention
  - Special Equal Opportunity Provisions (Section 3 Compliance)
  - Certifications of Compliance with Air and Water Acts
  - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
  - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
  - Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project within 90 days. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.


This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

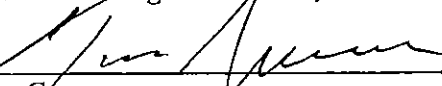
CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and OWNER, nor create any obligations on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

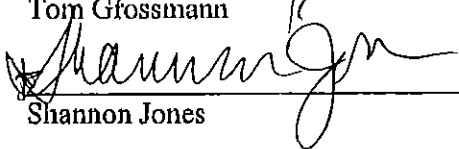
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

(Seal)

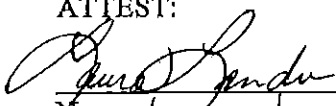
WARREN COUNTY BOARD OF COMMISSIONERS

\*   
\_\_\_\_\_  
David G. Young

\*   
\_\_\_\_\_  
Tom Grossmann

\*   
\_\_\_\_\_  
Shannon Jones

ATTEST:

  
\_\_\_\_\_  
Name Laura Lander

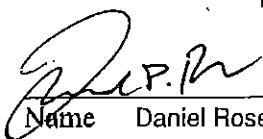
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CONTRACTOR

Barrett Paving Materials Inc.

ATTEST:

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Name Daniel Rose

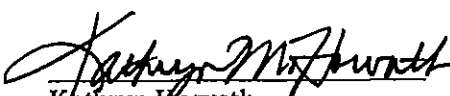
  
\_\_\_\_\_  
Name Wess Kroll

Estimator

Senior Estimator

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kathryn Horvath  
Assistant County Prosecutor

# Resolution

Number 24-1043

Adopted Date August 13, 2024

ENTERING INTO A COOPERATIVE AGREEMENT WITH BUTLER COUNTY AND THE CITY OF MONROE FOR THE BUTLER WARREN ROAD BRIDGE #2-9.47 REPLACEMENT PROJECT ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

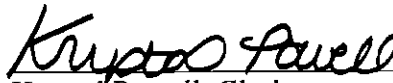
BE IT RESOLVED, to enter into a cooperative agreement with Butler County and the City of Monroe for the replacement of the Butler Warren Road Bridge #2-9.47 Replacement Project on behalf of the Warren County Engineer's Office. Copy of agreement is attached hereto and made a part hereof.

M. moved for adoption of the foregoing resolution, being seconded by M. Upon call of the roll, 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Butler County  
c/a—City of Monroe  
Engineer (file)

**COOPERATIVE AGREEMENT BETWEEN BUTLER COUNTY, WARREN COUNTY, AND CITY OF MONROE FOR THE BUTLER-WARREN ROAD BRIDGE #2-9.47 REPLACEMENT PROJECT**

This agreement is made and entered into, by and among the Board of County Commissioners of Butler County, Ohio, hereinafter referred to as "BUTLER COUNTY" on behalf of the Butler County Engineer, hereinafter referred to as the "BUTLER ENGINEER" acting by and through its duly authorized agent(s), the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY" on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN ENGINEER" acting by and through its duly authorized agent(s), and the City Council of Monroe, Ohio, hereinafter referred to as "MONROE".

WHEREAS, BUTLER COUNTY, WARREN COUNTY and MONROE desire to replace the bridge that carries Butler-Warren Road over a branch of Millers Creek, in accordance with the specifications of WARREN COUNTY's contract for the Butler-Warren Road Bridge #2-9.47 Replacement Project hereinafter referred to as PROJECT; and

WHEREAS, WARREN COUNTY carries out ordinary inspection and maintenance for the bridge; and

WHEREAS, the bridge replacement is a capital improvement having a project area located within Butler County and Warren County (PROJECT to be located within the City of Monroe Corporation Limits west of the Butler County - Warren County line and within the City of Monroe Corporation Limits and Turtlecreek Township east of the Butler County - Warren County line); and,

WHEREAS, BUTLER COUNTY, WARREN COUNTY and MONROE desire to define their roles in completing the PROJECT pursuant to their authority to do so under Ohio Revised Code Sections 5591.21, 723.01, and 307.15.

NOW THEREFORE, the parties do agree as follows:

WARREN COUNTY and/or the WARREN ENGINEER will:

- 1) at the conclusion of the PROJECT's design with the participation of BUTLER COUNTY and/or the BUTLER ENGINEER and MONROE complete the following PROJECT CONSTRUCTION TASKS:
  - a) prepare Bid Documents for construction of PROJECT and advertise for Bids in a newspaper of general circulation.
  - b) open sealed Bid Documents.
  - c) evaluate Bid Documents and make recommendation for award.
  - d) be responsible for the execution of a Contract with the successful Bidder, hereinafter referred to as "CONTRACTOR".
  - e) administer a Contract with the CONTRACTOR and/or any approved and properly executed Change Orders to the Contract.

- f) after receiving an invoice from the CONTRACTOR, verify that the invoiced work has been completed and directly reimburse the CONTRACTOR.
  - g) upon approving an invoice from the CONTRACTOR invoice BUTLER ENGINEER for their portion of the PROJECT approximately (32.5%) and invoice MONROE for their portion of the PROJECT approximately (35%).
  - h) after receiving any request from the CONTRACTOR for changes/modifications to the Contract, evaluate the proposed scope of work and the additional fee for the changes/modifications, prepare the appropriate Change Order and submit the Change Order to BUTLER COUNTY and/or the BUTLER ENGINEER and MONROE for approval.
  - i) as may become necessary due to any approved Change Order with the CONTRACTOR, invoice the BUTLER ENGINEER for their portion of any Change Order and invoice MONROE for their portion of any Change Order.
  - j) supervise, monitor and inspect construction of the PROJECT. WARREN COUNTY and/or WARREN ENGINEER further agree to ensure that the Contractor complies with all of the terms and conditions of the contract.
- 2) be responsible for approximately 32.5% (WARREN COUNTY's portion) of the PROJECT Costs, in the anticipated amount of approximately \$130,000.

BUTLER COUNTY and/or the BUTLER ENGINEER will:

- 1) participate with the WARREN ENGINEER in the PROJECT CONSTRUCTION TASKS (as listed in Warren County Item No. 1) and authorize WARREN COUNTY and/or the WARREN ENGINEER to execute and administer a Contract and/or any approved and properly executed Change Orders with the CONTRACTOR for the PROJECT Construction.
- 2) upon proper invoicing by the WARREN ENGINEER, pay to the WARREN ENGINEER the total amount of BUTLER COUNTY's portion of the PROJECT Costs.
- 3) after a Construction Change Order to the Contract with the CONTRACTOR is received from the WARREN ENGINEER, review and approve the Construction Change Order for any necessary work to be completed. Said approval is not to be unreasonably withheld.
- 4) as may become necessary due to a Construction Change Order and upon proper invoicing by the WARREN ENGINEER, pay to the WARREN ENGINEER the additional amount for BUTLER COUNTY's portion of Construction Change Order.
- 5) be responsible for approximately 32.5% (BUTLER COUNTY's portion) of the PROJECT Costs, in the anticipated amount of approximately \$130,000.

MONROE will:

- 1) participate with the WARREN ENGINEER in the PROJECT CONSTRUCTION TASKS (as listed

in Warren County Item No. 1) and authorize WARREN COUNTY and/or the WARREN ENGINEER to execute and administer a Contract and/or any approved and properly executed Change Orders with the CONTRACTOR for the PROJECT Construction.

- 2) upon proper invoicing by the WARREN ENGINEER, pay to the WARREN ENGINEER the total amount of MONROE's portion of the PROJECT Costs.
- 3) after a Construction Change Order to the Contract with the CONTRACTOR is received from the WARREN ENGINEER, review and approve the Construction Change Order for any necessary work to be completed. Said approval is not to be unreasonably withheld.
- 4) as may become necessary due to a Construction Change Order and upon proper invoicing by the WARREN ENGINEER, pay to the WARREN ENGINEER the additional amount for MONROE's portion of Construction Change Order.
- 5) be responsible for approximately 35% (MONROE's portion) of the PROJECT Costs, in the anticipated amount of approximately \$140,000.

BUTLER COUNTY, WARREN COUNTY and MONROE further agree that:

- 1) the PROJECT is an improvement undertaken cooperatively pursuant to Ohio Revised Code Sections 5591.21, 723.01, and 307.15; therefore, the parties do not hereby diminish the responsibilities of BUTLER COUNTY, WARREN COUNTY, MONROE, the BUTLER ENGINEER, or the WARREN ENGINEER within their own respective jurisdictions, generally, or in the portions of the PROJECT located within their own jurisdictions. Furthermore, the parties do not hereby augment the responsibilities of BUTLER COUNTY, WARREN COUNTY, MONROE, the BUTLER ENGINEER, or the WARREN ENGINEER to include responsibility within the others' jurisdictions, generally, or in the portions of the PROJECT located within the others' jurisdictions.
- 2) each County and the City will certify the necessary funds for their respective portion of the PROJECT.
- 3) prior to the execution of the Contract for the Construction of the improvements, each party to this agreement reserves the right to delete a portion of or the total of the PROJECT that is located within that party's jurisdiction for **ANY REASON**. Any such deletion(s) shall not excuse the payment by said party for its share of costs incurred prior to the effective date of the deletion(s).
- 4) if any change orders arise due to the need for additional work outside the original project perimeter, such change orders shall be reviewed by the parties to determine [a] the authority of one or more parties to this agreement to spend funds on such a change order, and [b] the proportion of any such change order that any party is to bear. Change orders which arise due to the need for additional work inside the original project perimeter shall be evaluated pursuant to provisions stated elsewhere in this agreement (Warren County Item No. 1h, Butler County Item No. 3, and Monroe Item No. 3).

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**WARREN COUNTY:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by David G Young its President pursuant to Resolution No. 24-1043 dated 8/13/24.

RECOMMENDED BY:  
WARREN COUNTY ENGINEER

BOARD OF COMMISSIONERS  
OF WARREN COUNTY, OHIO

BY: Neil F. Tunison

BY: \* David G Young

NAME: Neil F. Tunison, P.E., P.S.

NAME: David G Young

TITLE: County Engineer

TITLE: President

DATE: 8/13/24

DATE: 8/13/24

APPROVED AS TO FORM:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

BY: David P. Fornshell  
Assistant Prosecuting Attorney

DATE: 8/19/24



**BUTLER COUNTY:**

IN EXECUTION WHEREOF, upon written recommendation of the Butler County Engineer, the Butler County Board of County Commissioners has caused this Agreement to be executed on the date stated below, pursuant to Resolution No. 24-07-01062 dated JULY 29, 2024.

RECOMMENDED BY:  
BUTLER COUNTY ENGINEER

BOARD OF COMMISSIONERS  
OF BUTLER COUNTY, OHIO

BY: Gregory J. Wilkens

Cindy Carpenter  
President

NAME: Gregory J. Wilkens, P.E., P.S.

[Signature]  
Vice President

TITLE: County Engineer

DATE: 7/16/24

[Signature]  
Commissioner

DATE: JULY 29, 2024

Approved as to Form Only:

BY: [Signature] 7/11/2024  
Assistant Prosecuting Attorney  
Butler County, Ohio

**MONROE:**

IN EXECUTION WHEREOF, the City Manager of the City of Monroe, Ohio has caused this Agreement to be executed on the date stated below, pursuant to Resolution No. 40-2024 of the City Council of Monroe, Ohio dated 7-23-2024.

CITY OF MONROE, OHIO

BY: J.M. J.G.

NAME: Larry Lester

TITLE: City Manager

DATE: 7-23-2024

Approved as to Form Only:

LAW DIRECTOR

BY: H. Philip Callahan  
PRINTED NAME: H. Philip Callahan

# Resolution

Number 24-1044

Adopted Date August 13, 2024

AUTHORIZING THE PRESIDENT OF THIS BOARD TO ENTER INTO AN AGREEMENT WITH THE CITY OF FRANKLIN RELATIVE TO THE FY24 CITY OF FRANKLIN – BRYANT AVE & JUDY DRIVE PAVING AND STORM SEWER COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, the City of Franklin has been awarded \$168,000 by Warren County for the FY24 City of Franklin – Bryant Ave & Judy Drive Paving and Storm Sewer CDBG Project; and

WHEREAS, total cost of project is anticipated to exceed award amount; and

WHEREAS, the City of Franklin has agreed to fund the amount of the project that exceeds the award amount.

NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to enter into an agreement with the City of Franklin relative to the FY24 City of Franklin – Bryant Ave & Judy Drive Paving and Storm Sewer CDBG Project, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

sm\

cc: OGA (File)  
c/a – City of Franklin  
City of Franklin (file)

**FY24 City of Franklin – Bryant Ave & Judy Dr Paving & Storm Sewer  
CDBG Project Funding Contract**

**THIS AGREEMENT**, is made as of the date of the last signature below by and between the Warren County Board of Commissioners, whose address is 406 Justice Drive, Lebanon, Ohio, hereinafter “County” and City of Franklin whose address is 1 Benjamin Franklin Way, Franklin, OH 45005 hereinafter “City”, for the purposes of successfully completing the road improvement project named FY24 City of Franklin – Bryant Ave & Judy Dr Paving & Storm Sewer CDBG Project.

**The parties hereby agree as follows:**

**1. Duties of County:**

- 1.1 County will award the City \$168,000.00 in Community Development Block Grant [hereinafter CDBG] dollars for the FY24 City of Franklin – Bryant Ave & Judy Dr Paving & Storm Sewer CDBG Project [hereinafter “Project”].
- 1.2 County will be responsible to accept price quotes for the necessary contracts for the Project, receive, and review competitive price quotes, negotiate, prepare, and execute any contracts for equipment, supplies, and construction of the Project.
- 1.3 County will be responsible to pay the full price of the project to the successful bidder; County will fund the project in-part using the awarded CDBG funds described in section 1.1; County will be reimbursed for the remainder of the contract price by City pursuant to Section 2.1 of this Contract.

**2. Duties of City:**

- 2.1 City will be responsible to reimburse County the difference between the awarded CDBG dollars [\$168,000] and the combined price of all related contracts of \$273,650.00 for a total of \$105,650.00 to be paid by City to County.

**3. Term of Contract.** This Contract will automatically conclude upon the full completion of the improvements as contemplated by this Agreement and final acceptance of those improvements by the City.

**4. Relationship of Parties.** The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

**5. Governing Law and Venue.** This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

**6. Entire Contract.** This Contract contains the entire contract between Contractor and Owner with respect to the matter thereof and supersedes all prior written or oral contracts between the

parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

**7. Modification.** No modification or amendments of this Contract shall be effective unless made in writing and duly executed by the authorized party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

**8. Waiver.** No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of any party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

**9. Termination.** Either party can terminate this contract for convenience at any time by providing 15 days prior written notice of such termination. City will be responsible for any services rendered for the Project prior to the date of termination.

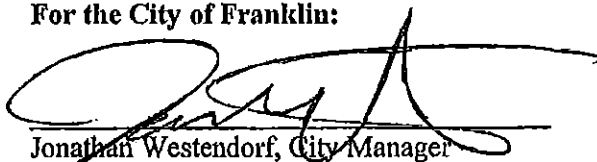
**10. Acceptance.** The parties acknowledge that they have read and understood this Contract. The parties by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

**11. Public Record Act.** Contractor acknowledges and agrees that Owner must comply with Ohio Public Records laws; this Contract, the related Proposal and any other public records related to the Project may be disseminated to the public, the parties agree that Owner is not responsible to maintain any confidentiality of records or documents that are in fact public records.

**11. Power and Authority.** Each party has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

**IN EXECUTION WHEREOF**, the parties have executed this Agreement as of the effective date set forth at the outset hereof.

**For the City of Franklin:**

  
Jonathan Westendorf, City Manager

8/2/2024  
Date

Resolution No.: 2023-91

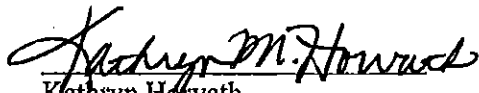
**For the Warren County Board  
Of Commissioners:**

\*   
President/Vice-President

8/13/24  
Date

24-1044  
Resolution No.

**Approved as to Form:**

  
Kathryn Horvath  
Assistant Prosecuting Attorney  
Warren County, Ohio

# Resolution

Number 24-1045

Adopted Date August 13, 2024

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

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

The Biz Hive dba Biz Learning Lab  
431 West Liberty Street  
Medina, Ohio 44256

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **The Biz Hive dba Biz Learning Lab, 431 West Liberty Street, Medina, OH 44256**, hereinafter referred to as "Contractor".

### **Purpose:**

This agreement is entered into in order that the Contractor may provide occupational trainings such as Dental Assistant Training and similar programs.

### **Terms of the Agreement:**

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. 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. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
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**

\*   
\_\_\_\_\_  
David Young, President

8/13/24  
Date

**Contractor**

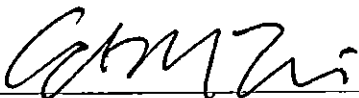
  
\_\_\_\_\_  
Authorized Contractor Signature

7-25-2024  
Date

Janice L. Jokkel  
\_\_\_\_\_  
Typed Name of Authorized Contractor

7-25-2024  
Date

**Approved as to form:**

  
\_\_\_\_\_  
Adam Nice, Asst. Prosecutor

8/1/24  
Date

# Resolution

Number 24-1046

Adopted Date August 13, 2024

ENTERING INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS  
WARREN COUNTY

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

Wellspring Music and Arts Center  
102 E Mulberry St  
Lebanon, Ohio 45036

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 13<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>~~<sup>13<sup>th</sup></sup> day of August, 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, **Wellspring Music & Arts Center, 102 E. Mulberry St., Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF 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 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 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 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 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. **GROUND 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: |
|-------|--------|
|       |        |
|       |        |
|       |        |
|       |        |
|       |        |

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 13  
day of August, 2024.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
David G Young, President

**WORKSITE:**

Wellspring Music & Arts Center  
Worksite Name

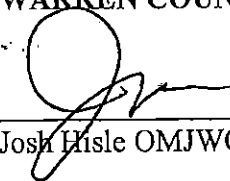
Svetlana Jane 8/1/2024  
Signature/Worksite Administrator Date

owner  
Title of Worksite Administrator

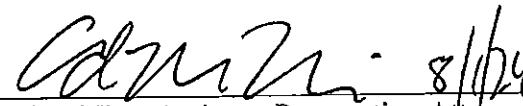
If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

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

**WARREN COUNTY OHIO MEANS JOBS**

 8.1.24  
Josh Hisle OMJWC, Deputy Director Date

**APPROVED AS TO FORM:**

 8/1/24  
Adam Nice, Assistant Prosecuting Attorney

# Resolution

Number 24-1047

Adopted Date August 13, 2024

AUTHORIZING THE WARREN COUNTY SANITARY ENGINEER TO APPLY FOR, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF THE RICHARD RENNEKER WATER TREATMENT PLANT ION EXCHANGE UPGRADES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

WHEREAS, the State of Ohio's WSRLA Program, an account under the Drinking Water Assistance Fund (DWAF) offers financial assistance to public water systems for capital improvements to public infrastructure; and

WHEREAS, the Warren County Water and Sewer Department is designing and constructing capital improvements to the Richard A. Renneker Treatment Plants consisting of ion exchange treatment upgrades; and

WHEREAS, the planned improvements are being constructed to meet USEPA regulations and are human health related improvements that qualify for funding under the WSRLA program, specifically addressing emerging contaminants; and

WHEREAS; the Ohio WSRLA requires the governmental authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

NOW THEREFORE BE IT RESOLVED,

1. That the Warren County Sanitary Engineer is hereby authorized to apply for a WSRLA loan, to sign all documents for, and enter into a Water Supply Revolving Loan with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for design and construction of the Richard A. Renneker Treatment Plant Ion Exchange Upgrades Project.
2. That the dedicated source of repayment will be from user fees and charges and water tap-in fees collected from Warren County customers.
3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

# Resolution

Number 24-1048

Adopted Date August 13, 2024

AUTHORIZING COUNTY ADMINISTRATOR TO SIGN A SUPPLIER RELEASE LETTER AND LETTER OF AUTHORIZATION FOR RELEASE OF CONSUMERS' ELECTRIC UTILITY ACCOUNT DATA WITH TITAN ENERGY ON BEHALF OF THE WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #24-0886, adopted July 9, 2024, this Board entered into a service agreement with Titan Energy for consulting services for the procurement of energy generation services; and

WHEREAS, Titan Energy requires the aforementioned forms in order to obtain interval and hourly electricity usage for each utility account to provide quotes for Warren County.

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign a supplier release letter and letter of authorization for release of consumers' electric utility account data with Titan Energy on behalf of the Water and Sewer Department; copies of said letters are 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

kp/

cc: C/A—Titan Energy  
Water/ Sewer (file)

# TITAN



Creative energy solutions

750 Main St.  
Hartford, CT 06103  
P. 860-436-2768  
F. 860-436-3459

Date: 8-13-24

To Energy Suppliers:

The Company listed below does hereby grant the Titan Energy New England Inc. to be their exclusive agent for the purpose of soliciting natural gas and/or electricity quotes for their facilities.


The Company is under no obligation to make a supply purchase and can cancel this agreement at any time with written notice.

Company: Warren County

Address: 406 Justice Dr

City/Town: Lebanon

State: OH Zip: 45036

Signature: 

Name: Martin Russell

Title: Administrator

Phone: 513-695-2091

## Ohio Customer Letter of Authorization

### For Release of Customer's Electric Utility Account Number/SDI and/or Residential Historical Interval Data

Customer Name: Warren County Board of County Commissioners

Customer Address: 406 Justice Dr

City, State, Zip: Lebanon, OH 45036 Phone Number: 513-695-1000

Authorized Person/Title: Jodi Davis

Account/SDI Number: Multiple For multiple account/ SDI Numbers, please attach spreadsheet in Microsoft Excel format containing the accounts/SDI(s) for which you are requesting usage

#### Competitive Retail Electric Service (CRES) Provider (Includes Brokers, Power Marketers)

CRES Name: Titan Energy

Address: 750 Main St - STE 1000, Hartford, CT 06103 Phone Number: 860-436-2768

Email: justinkeamey@titanenergyne.com


Initial Box for release of specific account information to CRES provider listed above:

**Account/SDI Number Release:** The above named customer authorizes the release of their Account Number/Service Delivery Identification Number. This information is to be used for one or all of the following: enrollment in a product or service; and/or obtaining usage data for pricing of a product or service.

**Residential, Interval Historical Energy Usage Data Release:**

The above named residential customer authorizes the release of up to 24 months of \_\_\_\_\_ kwh data, if available (Please fill in the blank with your request, e.g., Hourly, 30-minute, 15-minute, etc.). This information is to be used for pricing of a product or service.

I realize that under the rules and regulations of the Public Utilities Commission of Ohio, I may refuse to allow \_\_\_\_\_ to release the information set forth above. By my signature, I freely give \_\_\_\_\_ permission to release the information designated above.

  
Signature

8-14-24  
Date

Expiration Date: \_\_\_\_\_, or this authorization will expire one year from the date of the customer signature, whichever is sooner.



# Resolution

Number 24-1049

Adopted Date August 13, 2024

AUTHORIZING AMENDMENT NO. 1 TO THE MASTER SERVICE AGREEMENT WITH BAYER BECKER, INC. FOR THE SAND HARBOR WATERMAIN REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #24-0839, adopted July 2, 2024, this Board entered into a Master Service Agreement with Bayer Becker, Inc. for professional engineering and survey services on an as-needed basis; and

WHEREAS, the Water and Sewer Department requested proposals for the design of a watermain replacement within the Sand Harbor Subdivision from firms with active master service agreements; and

WHEREAS, the Water and Sewer Department reviewed and ranked the proposals in accordance with the process outlined in the original Request for Qualifications and the Master Service Agreement; and

WHEREAS, the Bayer Becker, Inc. was the top ranked firm; and

WHEREAS, it is the desire of this Board to amend said Master Service Agreement to allow for professional engineering services including the preparation of construction drawings, contract documents, and surveying services for the Sand Harbor Watermain Replacement project.

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 to the Master Service Agreement with Bayer Becker, Inc. in the amount of \$40,362.97, 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Bayer Becker, Inc.  
Water/Sewer (file)

**AMENDMENT NO. 1  
MASTER SERVICE AGREEMENT**

**THIS AMENDMENT NO. 1**, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "County") and BAYER & BECKER, INC., 6900 Tylersville Road, Mason, Ohio 45050 (hereinafter called the "Consultant").

**WHEREAS**, the County and the Consultant entered into a Master Service Agreement on July 2, 2024 for professional engineering and survey services on an as-needed bases; and

**WHEREAS**, it is the desire of this Board to amend said Master Service Agreement to allow for professional services including the preparation of construction drawings, contract documents, and surveying services for the Sand Harbor Watermain Replacement project; and

**NOW, THEREFORE, IT IS AGREED** by and between the County and the Consultant that the Project Agreement is hereby amended as follows:

**SCOPE OF SERVICES**

The contractual scope shall be modified as identified in the Consultant's proposal attached hereto and made a part hereof.

**COUNTY RESPONSIBILITIES**

The County shall supply the following data/additional services to the Consultant:

1. Provide full information as to the requirements of the project.
2. Assist Consultant by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the Consultant.

**SCHEDULE**

The Consultant's additional services shall commence upon the execution of this Amendment by both the Consultant and the County. All services shall be completed by December 31, 2025.

## **COMPENSATION**

1. The Consultant's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the Consultant, in accordance with the July 2, 2024 Agreement.
2. Based on the scope of services as described in the Consultant's proposal, total compensation for all additional services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$40,362.97.
3. Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

## **TERMS & CONDITIONS**

Except as provided herein, the July 2, 2024 Master Service Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the July 2, 2024 Master Service Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

**CONSULTANT:**

IN EXECUTION WHEREOF, BAYER BECKER, INC. has caused this Agreement to be executed by JOHN S. DEL VERNE, Vice President, on the date stated below, pursuant to a corporate resolution, authorizing the same.

BAYER BECKER, INC.

SIGNATURE: John S. Del Verne

NAME: John S. Del Verne

TITLE: Vice President

DATE: 8/1/24

**COUNTY:**

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by David G Young, its President on the date stated below, pursuant to Board Resolution No. 24-1049, dated 8/13/24.  
1049

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: \* David G Young

NAME: David G Young

TITLE: President

DATE: 8/13/24

Approved as to form:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

Adam Nice  
By: Adam Nice, Asst. Prosecutor

# PROPOSED APPROACH - SAND HARBOR WATER MAIN REPLACEMENT

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Bayer Becker will provide the professional surveying and civil engineering services necessary to prepare a survey and base map, construction documents, provide construction services and prepare easement descriptions for the Sand Harbor Water Main Replacement project. The project consists of the replacement of approximately 2,000 L.F. of an 8-inch water main in the Sand Harbor residential community located in Hamilton Township.

Bayer Becker will initially engage the project by facilitating a kick-off meeting with the Warren County Water and Sewer Department to confirm the scope of work, the project schedule, and review the survey area.

In preparation for the field survey, Bayer Becker will conduct project research including review of record drawings, obtain GIS information, file a marking request with the Ohio Utilities Protection System (OUPS), perform property records research, and observe existing conditions through a field visit. If OUPS will not provide marking services along the private roadways, Bayer Becker will engage the services of The Underground Detective, a private underground utility location firm. The field survey will be performed using a conventional land survey supplemented with information obtained by an aerial drone survey. Bayer Becker anticipates the field survey limits will generally include the area between the existing main and water meters. The aerial drone survey will produce a high resolution image suitable to locate objects beyond the limits of the field survey and document preconstruction conditions. Horizontal and vertical project control points will be set as part of the field survey. A copy of the completed base map will be sent to each utility service provider identified in the OUPS ticket response for verification of their utility locations.

Bayer Becker will submit plans for review at 50% and 90% completion. The primary goal of the 50% review is to evaluate site challenges, design options, and identify a preferred water main alignment. Alignment options will be evaluated in consideration of project impacts, such as, schedule, cost, easements requirements, functionality, and safety. Also,

based on the system map provided in the proposal request, Bayer Becker anticipates re-evaluating the location and number of valves and fire hydrants to include as part of the replacement water system to improve sectional control of the system and confirm fire safety coverage. As part of this project phase, Bayer Becker will contact the Sand Harbor Homeowners Association, the owner of the private roadways, to review the location of the proposed improvements and confirm the method of pavement restoration.

The 50% design documents will be refined to 90% design documents including profiles, water service reconstructions, project specific details, specifications, and provide an estimate of probable costs. Bayer Becker will facilitate design review meetings with Warren County at both the 50% and 90% design phases. Bayer Becker may assist Warren County with presentation of the 90% design document to the Sand Harbor Homeowner's Association.

Bayer Becker will prepare 100% design documents incorporating 90% design review comments and finalizing the plan set. Permit applications will be prepared for submittal by Warren County to all agencies having jurisdictional control over the project which may include the Warren County Engineer's Office and the Ohio EPA.

If necessary, legal descriptions and exhibits will be prepared for acquisition of easements. The Fee Breakdown was prepared assuming creation of three easements. Post construction, Bayer Becker will prepare an as-built drawing set, plotted on reproducible mylar, for Warren County's records.

# SCOPE OF WORK

*Bayer Becker's responsibilities will include the creation of a survey and base map, design documents, record drawings (as-builts), as well as legal descriptions and exhibits. This scope of work aligns with the specifications outlined in the 2024-2026 Request for Qualifications for Waterline and Sanitary Sewer Design Services.*

## Task 1 - Survey & Basemap

- Obtain and review existing GIS mapping, aerial photography, property ownership data, water distribution information, and sewer system information from the Warren County Water and Sewer Department.
- Contact OUPS to request marking of underground utilities. Since these are privately owned streets, OUPS may not provide marking services in this area. In this instance, Bayer Becker will engage the services of a private underground utility location firm. A fee for this service is provided as part of the Fee Breakdown.
- Perform the necessary surveys and field verifications of the proposed area of construction for rights of ways, utilities, elevations, topography, easements, and property boundaries for design purposes.
- Create water main and/or sanitary sewer design basemap using existing documents and data obtained from field survey.
- Submit a completed base map to each utility service provider identified in the OUPS ticket response for verification of underground utility locations.

## Task 2 - Design

- Construction Drawings - Prepare detailed construction plans and drawings in accordance with design requirements established by the "Rules and Regulations" of the Warren County Water and Sewer Department which shall include, but not be limited to the following:
  - Identify all existing public utilities within the project area.
  - Coordinate the alignment and location of the water main with the Water and Sewer Department to insure compatibility with County requirements.
  - Identify property owners by owner and parcel (sidewall) number.
  - Locate and identify, through field or aerial survey, all structures and surface improvements (culverts, power poles, sidewalks, driveways, mailboxes, yard trees and appurtenances) within the construction limits.
  - Prior to the completion of construction drawings, the Sand Harbor Homeowner's Association and/or the County Engineer will be contacted regarding the location of the proposed improvements, extent of work within the roadway, and the methods of restoration.
- Review Meetings - Meetings shall include as a minimum the following:
  - Pre-design meeting with the County before the start of the survey to discuss existing utilities and identify potential alignment.
  - Review meetings at 50-percent, and 90-percent stages to discuss plans, specifications and other documents.
- Opinion of Probable Construction Cost - Prepare and submit engineer's opinion of probable construction cost based on approved plans.
- Permits - Prepare and provide to the County detailed plans, completed data sheets, and permit application forms for the County's submittal to the Ohio Environmental Protection Agency or the Permit to Install. Make all changes for alterations necessary to obtain Ohio EPA's permits and approvals. All other permit applications are to be completed by Warren County.

## Task 3 - Bidding Services - (Not to be performed)

## Task 4 - Construction Services

Prepare and provide one set of reproducible mylar record drawings showing those changes made during the construction process, based on the marked up prints, drawings, field survey, and other data furnished by the County Inspector and the contractor.

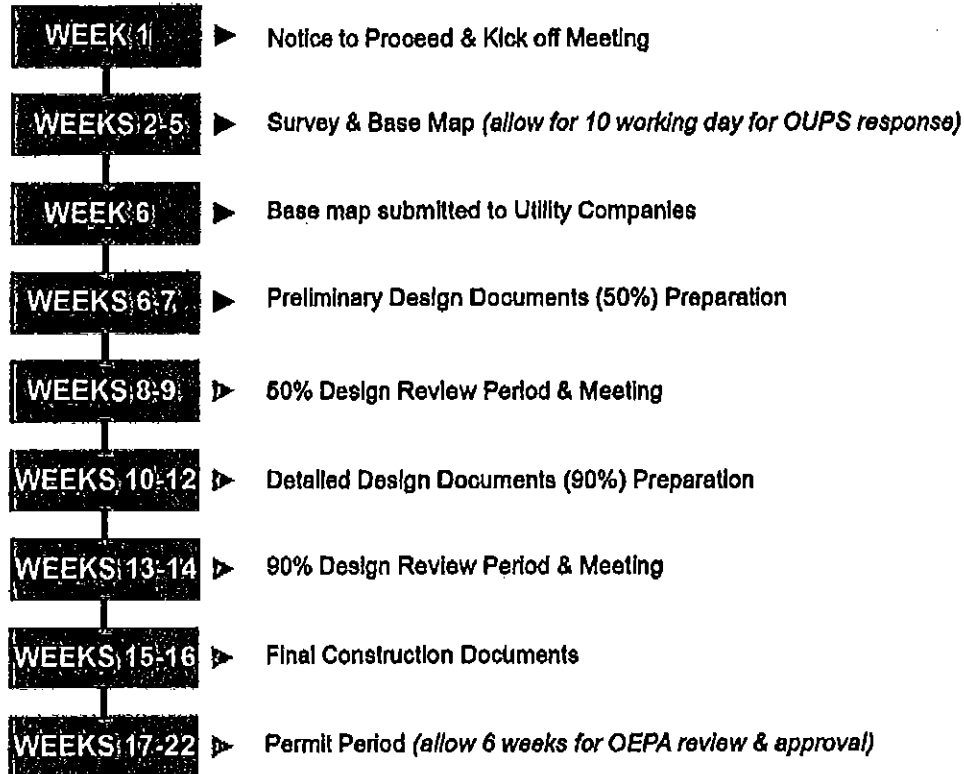
## Task 5 - Easements

Prepare legal descriptions metes and bounds and supporting sketches/maps/ drawings for temporary and permanent easements required for the construction of the proposed water mains:

- Easements shall be initially located in areas which results in the least damage and disruption to the property.
- Modify the legal descriptions metes and bounds and supporting sketches/maps/drawings for each property as required by the County in the negotiation of the easements.
- Prepared on 8-1/2" x 11" drawings.
- The Fee Breakdown was prepared assuming creation of three easements.

# PROPOSED PROJECT SCHEDULE

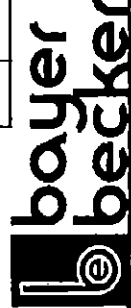
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# SUMMARY OF FEES

Detailed Fee Breakdown  
 Professional Services for Warren County  
 Wastewater and Sanitary Sewer Design Services for 2024-2026  
 Sand Harbor Water Main Replacement Project

| 3/23/2024   |   | Principal | Project Manager | Surveyor   | Field Crew | Engineer     | Senior Technician | Aerial Survey (Drone) | Labor Cost      | Overhead Cost @ 178.5% | Total Cost      |
|---|---|-----------|-----------------|------------|------------|--------------|-------------------|-----------------------|-----------------|------------------------|-----------------|
| Labor Classification:                                     |   |           |                 |            |            |              |                   |                       |                 |                        |                 |
| Table:  |   |           | Hourly Rate:    | \$80.20    | \$80.08    | \$77.20      | \$52.05           | \$77.20               |                 |                        |                 |
| Survey & Base Map   | 1 | 34        | \$0.00          | \$400.08   | \$2,779.37 | \$0.00       | \$1,770.20        | \$386.00              | \$5,366.25      | \$9,578.79             | \$14,945.00     |
| 50% Design Documents                                      | 1 | 10        | \$80.79         | \$3,666.25 | \$0.00     | \$574.52     | \$1,666.07        | \$0.00                | \$2,687.61      | \$4,797.39             | \$7,485.00      |
| 90% Design Documents                                      | 1 | 8         | \$0.00          | \$244.37   | \$0.00     | \$459.61     | \$2,082.59        | \$0.00                | \$2,786.36      | \$4,973.64             | \$7,760.00      |
| 100% Design Documents                                     | 1 | 2         | \$0.00          | \$61.04    | \$0.00     | \$114.90     | \$416.51          | \$0.00                | \$592.46        | \$1,057.54             | \$1,650.00      |
| Construction Services                                     | 1 | 1         | \$0.00          | \$61.04    | \$617.59   | \$57.05      | \$208.26          | \$0.00                | \$998.20        | \$1,781.80             | \$2,780.00      |
| Statement Documents (assure 3 comments)                   | 2 | 12        | \$0.00          | \$50.00    | \$107.72   | \$0.00       | \$694.78          | \$0.00                | \$792.50        | \$1,407.50             | \$2,040.00      |
| Totals  |   |           |                 | \$3,682.46 | \$3,896.97 | \$632,067.46 | \$8,962,780.40    | \$3,986.00            | \$18,313,338.38 | \$32,348,662.48        | \$50,662,000.00 |
| Expenses:   |   |           |                 | Units      | Link Costs |              |                   |                       |                 |                        |                 |
| The Underground Detectors (underground location services) |   |           |                 | 1 US       | \$3,271.23 |              |                   |                       |                 |                        | \$3,271.23      |
|   |   |           |                 | Mileage:   | 50.72      |              |                   |                       |                 |                        | \$33,844        |
|   |   |           |                 | Printing:  | 100 sheet  |              |                   |                       |                 |                        | \$200.00        |
|   |   |           |                 | Postage:   | 1 lb       |              |                   |                       |                 |                        | \$180.00        |
|   |   |           |                 |            |            |              |                   |                       |                 |                        | \$180.00        |
|   |   |           |                 |            |            |              |                   |                       |                 |                        | \$32,702.97     |
|   |   |           |                 |            |            |              |                   |                       |                 |                        | \$50,362.57     |





# Resolution

Number 24-1050

Adopted Date August 13, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/6/24 and 8/8/24 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

Auditor ✓

# Resolution

Number 24-1051

Adopted Date August 13, 2024

## APPROVING VARIOUS RECORD PLATS

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

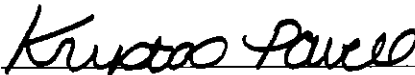
- Locust Grove at Country Brook North Easement Vacation Plat – Clearcreek Township

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Plat File  
RPC

# Resolution

Number 24-1052

Adopted Date August 13, 2024

APPROVING OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510 & #5583, AND SEWER FUNDS #5580, & #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of July 2024:

|              |                                     |  |
|--------------|-------------------------------------|--|
| \$ 56,565.92 | from #11011112 5997                 | (Operational Transfers)                          |
|              | into #5510 44100 55103200 AAREVENUE | (Water Revenue - Interest Earnings)              |
| \$ 8,311.00  | from #11011112 5997                 | (Operating Transfers)                            |
|              | into #5575 44100 55753300 AAREVENUE | (Sewer Construction Project - Interest Earnings) |
| \$ 66,740.95 | from #11011112 5997                 | (Operational Transfers)                          |
|              | into #5580 44100 55803300 AAREVENUE | (Sewer Revenue - Interest Earnings)              |
| \$ 2,456.09  | from #11011112 5997                 | (Operational Transfers)                          |
|              | into #5583 44100 55833200 AAREVENUE | Water Construction Projects - Interest Earnings) |

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

JS/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

# Resolution

Number 24-1053

Adopted Date August 13, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO PROBATE/JUVENILE  
SPECIAL PROJECT FUND #2223

BE IT RESOLVED, to approve the following supplemental appropriation:

\$90,000.00 into 22231252-5317 (Non-Capital Purchase)

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor ✓  
Supplemental App. file  
Juvenile (file)

# Resolution

Number 24-1054

Adopted Date August 13, 2024

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COMMUNITY  
CORRECTIONS FUND #2227

BE IT RESOLVED, to approve the following supplemental appropriations:

|              |      |                             |                    |
|--------------|------|-----------------------------|--------------------|
| \$ 14,500.00 | into | BUDGET-BUDGET 22271220-5102 | (Regular Salaries) |
| \$ 2,000.00  | into | BUDGET-BUDGET 22271220-5811 | (PERS)             |
| \$ 150.00    | into | BUDGET-BUDGET 22271220-5871 | (Medicare)         |

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App. file  
Common Pleas Court (file)

# Resolution

Number 24-1055

Adopted Date August 13, 2024

APPROVING SUPPLEMENTAL APPROPRIATION INTO LODGING TAX 1% FUND #2231

BE IT RESOLVED, to approve a supplemental appropriation for the Lodging Tax 1% for distributions to Warren County Convention and Visitors Bureau and Warren Co. Port Authority:

\$ 150,000.00 into #22310999-5750 (Addl 1% Lodging Tax Pass Thru)

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App. file  
OMB (file)  
Lodgings Tax file

# Resolution

Number 24-1056

Adopted Date August 13, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriations:

|               |      |                             |                         |
|---------------|------|-----------------------------|-------------------------|
| \$ 137,000.00 | into | BUDGET-BUDGET 22891223-5102 | (Regular Salaries)      |
| \$ 19,000.00  | into | BUDGET-BUDGET 22891223-5811 | (PERS)                  |
| \$ 14,000.00  | into | BUDGET-BUDGET 22891223-5820 | (Health/Life Insurance) |
| \$ 1,750.00   | into | BUDGET-BUDGET 22891223-5871 | (Medicare)              |

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas (file)

# Resolution

Number 24-1057

Adopted Date August 13, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND  
#2295

BE IT RESOLVED, to approve the following supplemental appropriations:

|            |      |               |                         |
|------------|------|---------------|-------------------------|
| \$5,200.00 | into | 22952200-5210 | (Materials & Supplies)  |
| \$8,000.00 | into | 22952200-5317 | (Non-Capital Purchases) |

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App. file  
Sheriff (file)



# Resolution

Number 24-1058

Adopted Date August 13, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND  
#6630

BE IT RESOLVED, to approve the following supplemental appropriations:

|             |      |                |                           |
|-------------|------|----------------|---------------------------|
| \$29,887.20 | into | #66302266-5102 | (Regular Salaries)        |
| \$ 5,000.00 | into | #66302266-5114 | (Overtime Pay)            |
| \$ 6,314.58 | into | #66302266-5811 | (PERS)                    |
| \$ 7,034.57 | into | #66302266-5820 | (Health & Life Insurance) |
| \$ 697.74   | into | #66302266-5830 | (Worker's Comp)           |
| \$ 505.86   | into | #66302266-5871 | (Medicare)                |

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App. file  
Sheriff (file)

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

# Resolution

Number 24-1059

Adopted Date August 13, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES  
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employees of Children Services, Renee Taylor and Emily Gibson:

\$2,200.00      from    #22735100-5102      (Regular Salaries)  
                  into    #22735100-5882      (Vacation Leave Payout)

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

jc/

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

# Resolution

Number 24-1060

Adopted Date August 13, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

|             |      |               |                         |
|-------------|------|---------------|-------------------------|
| \$10,000.00 | from | 11011223 5820 | (Health/Life Insurance) |
|             | into | 11011223 5317 | (Non-Capital Purchase)  |

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-1061

Adopted Date August 13, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN GARAGE FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00    from    #11011620-5102    (Garage Regular Salaries)  
                  into    #11011620-5114    (Garage Overtime Pay)

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc:    Auditor   
          Appropriation Adj. file  
          Garage (file)

# Resolution

Number 24-1062

Adopted Date August 13, 2024

APPROVING AN APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND  
#11012200

BE IT RESOLVED, to approve the following appropriation adjustment:

|            |      |               |                           |
|------------|------|---------------|---------------------------|
| \$5,000.00 | from | 11012200 5210 | (Materials & Supplies)    |
|            | into | 11012200 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-1063

Adopted Date August 13, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000.00 from #11012810-5210 (Material & Supplies)  
into #11012810-5370 (Software Non-Data)

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-1064

Adopted Date August 13, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN SOLID WASTE FUND #2256

BE IT RESOLVED, to approve the following appropriation adjustments:

|            |      |                |                            |
|------------|------|----------------|----------------------------|
| \$1,000.00 | from | #22564410-5317 | (Non-Capital Purchase)     |
| \$2,000.00 | from | #22564410-5318 | (Data Bd Approv. Non Cap)  |
| \$ 400.00  | from | #22564410-5830 | (Workers Compensation)     |
| \$1,500.00 | from | #22564410-5855 | (Clothing/Personal Equip)  |
| \$ 700.00  | from | #22564410-5910 | (Other Expense)            |
| \$1,600.00 | from | #22564410-5998 | (Reserve/Contingency)      |
| \$7,200.00 | into | #22564410-5820 | (Health & Life Insurance ) |

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

/sh

cc: Auditor   
Appropriation Adj. file  
OGA (file)

# Resolution

Number 24-1065

Adopted Date August 13, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION  
FUND #2265

BE IT RESOLVED, to approve the following appropriation adjustment:

|            |      |               |                            |
|------------|------|---------------|----------------------------|
| \$1,800.00 | from | 22653410-5882 | (Vacation Leave Payout )   |
|            | into | 22653410-5820 | (Health & Life Insurance ) |

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

/sh

cc: Auditor   
Appropriation Adj. file  
OGA (file)



# Resolution

Number 24-1066

Adopted Date August 13, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF THE COURTS COMPUTERIZATION FUND #2282

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 2,250.00    from    #22821410-5317    (Non-Capital Purchase)  
                  into    #22821410-5370    (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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-1067

Adopted Date August 13, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE  
FUND #6632

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,100.00      from    #66320100-5932      (Medical Rx Claims)  
                  into    #66320100-5400      (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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor                      
Appropriation Adj. file  
OMB (file)

# Resolution

Number 24-1068

Adopted Date August 13, 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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

Commissioners' file

**REQUISITIONS**

| <b>Department</b> | <b>Vendor Name</b>            | <b>Description</b>                   | <b>Amount</b>                     |
|-------------------|-------------------------------|--------------------------------------|-----------------------------------|
| WAT               | BAYER & BECKER INC            | WAT SAND HARBOR WATERMAIN REPL       | \$ 40,362.97 *contract in packet  |
| GRA               | BARRETT PAVING MATERIALS INC. | GRA FY 24 CITY OF FRANKLIN CDBG PROJ | \$ 273,650.00 *contract in packet |

**PO CHANGE ORDERS**

|     |                       |                                   |                       |
|-----|-----------------------|-----------------------------------|-----------------------|
| WAT | TRANS IMPR DIST (TID) | WAT COL DAV RD PROJ TID REIMBURSE | \$ 5,600.00 *increase |
|-----|-----------------------|-----------------------------------|-----------------------|

8/13/24 APPROVED :



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Martin Russell, County Administrator

# Resolution

Number 24-1069

Adopted Date August 13, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO ENTER INTO A SETTLEMENT AGREEMENT WITH THE DIVISION OF THE STATE FIRE MARSHAL, BUREAU OF UNDERGROUND STORAGE TANK REGULATIONS (BUSTR) FOR THE REMOVAL OF A BURIED DIESEL FUEL TANK AT THE RICHARD RENNEKER WATER TREATMENT PLANT

WHEREAS, the construction contractor for the Richard Renneker Water Treatment Plant Softening Facilities Upgrades neglected to obtain a permit from BUSTR for the removal of a buried fuel tank, failed to have the tank removal work supervised by a certified underground storage tank (UST) installer, and failed to have a UST inspector present during the removal of the tank; and

WHEREAS, on May 23, 2024, the Water and Sewer Department received notification from BUSTR that the work performed by the County's contractor is in violation of Section 3737.88 and 3737.882 of the Ohio Revised Code; and

WHEREAS, the County Sanitary Engineer requests this Board enter into an agreement with the State Fire Marshal, Bureau of Underground Storage Tank Regulations as a compromise between the parties for complete and full settlement of the violations.

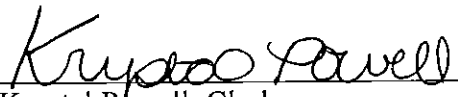
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into an Expedited Enforcement Compliance Order and Settlement Agreement with the Division of the State Fire Marshal, Bureau of Underground Storage Tank Regulations.

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Division of the State Fire Marshall,  
Bureau of Underground Storage Tank Regulations  
Water/Sewer (file)  
Facilities Management (file)



## Department of Commerce

Division of State Fire Marshal  
Mike DeWine, Governor  
Sheryl Maxfield, Director

May 23, 2024

WARREN COUNTY COMMISSIONERS  
JEREMY MILLER  
406 JUSTICE DRIVE  
LEBANON, OHIO 45036

SITE: DEERFIELD HAMILTON WWTP  
6193 STRYKER RD  
MAINEVILLE OH  
WARREN COUNTY  
FACILITY #: 83002210-V00002

Dear Mr. Mr. Miller:

The State Fire Marshal, Bureau of Underground Storage Tank Regulations (BUSTR) conducted a compliance inspection of the underground storage tank (UST) system at the above referenced facility on May 07, 2024. The inspection was conducted after receiving a report of an illegal underground storage tank removal on December 7, 2022. The inspection confirmed the 2500-gallon diesel tank was no longer present. Attached is a copy of the notice of UST facility violation issued May 15, 2024, specifying the deficiencies. BUSTR requires you complete an after the fact removal permit for administrative purposes, the certified contractor/inspector violation cannot be remedied, and you must pay the monetary penalty included in this notice.

The State Fire Marshal, Bureau of Underground Storage Tank Regulations (BUSTR), has authority under Sections 3737.88 and 3737.882 of the Ohio Revised Code ("ORC") to issue citations and orders and to pursue civil penalties for violations of underground storage tank regulations. However, BUSTR encourages the expedited settlement of easily verifiable violations, such as those in the enclosed Notice of Violations, by agreeing to settlement terms that include expedited correction of the violation and payment of a monetary assessment.

**You may resolve the cited violations quickly by signing and returning the enclosed Settlement Agreement and paying the monetary assessment within 30 days of the issuance of the Compliance Order. You must also correct the violations within the specified time listed in the Compliance Order.** The Settlement Agreement is binding on BUSTR and the Owner/Operator upon final approval by the State Fire Marshal. Upon final approval of the Settlement Agreement, a copy of which will be returned to you, BUSTR will take no further action against you for the violations cited in the Notice of Violation.

If you do not return the Settlement Agreement along with payment of the assessment within 30 days after issuance, the Compliance Order will be withdrawn without prejudice to BUSTR's ability to file additional enforcement actions for the above or any other violations. Failure to return the Settlement Agreement within the approved time does not relieve you of the responsibility to comply fully with the regulations, including correcting the violations that have been specifically identified in the Notice of Violations. If BUSTR pursues other enforcement mechanisms to correct the violation(s), ORC 3737.882 authorizes pursuing a civil penalty



## Department of Commerce

Division of State Fire Marshal  
Mike DeWine, Governor  
Sheryl Maxfield, Director

amount.

By the terms of the Settlement Agreement, and upon the State Fire Marshal's final approval of the Settlement Agreement, you waive the opportunity for a hearing pursuant to ORC 3737.882(D). BUSTR will treat any response to the citation, other than acceptance of the Settlement Offer, as an indication that the recipient is not interested in pursuing this expedited settlement procedure.

Should you agree to settle this matter as described, you must complete the enclosed two (2) copies of the Settlement Agreement and return both copies to the address listed on the settlement agreement with a certified or cashier's check in the amount of \$2250.00 no later than June 23, 2024.

To ensure proper handling, mail all materials to the attention of "Patricia Bulzan, BUSTR-Enforcement-Section". One fully executed copy of the settlement agreement will be returned to you.

Please note that, unless changed in writing by the State Fire Marshal, this settlement will bind your agents and successors, and its terms cannot be avoided by a transfer of ownership.

If you have any questions please contact me, in the BUSTR Enforcement Section, at (614) 752-7125.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Bulzan".

Patricia Bulzan  
Enforcement Coordinator

cc: Enforcement file

**EXPEDITED ENFORCEMENT  
COMPLIANCE ORDER AND SETTLEMENT AGREEMENT**

**PART I COMPLIANCE ORDER**


On May 07, 2024, an authorized representative of the Division of the State Fire Marshal, Bureau of Underground Storage Tank Regulations ("SFM/BUSTR") inspected the Deerfield Hamilton facility located at 6193 Stryker Rd, Maineville, Ohio, to determine compliance with the Underground Storage Tank ("UST") regulations promulgated under Ohio Revised Code ("ORC") 3737.88. The Owner / Operator of this facility is Jeremy Miller. During said inspections, the violations listed in the Notice of Violation, a copy of which is attached hereto and incorporated herein, were found. The corresponding monetary assessments, as authorized by ORC Sections 3737.88(A) and 3737.882(C), are listed on the attached Invoice and total \$2250.00.

The Owner/Operator of the above facility is hereby ordered to pay the assessment of \$2250.00, no later than June 23, 2024, and to submit the removal permit as set forth in the attached Notice of Violation by taking the following corrective measures by July 23, 2024:

1. OAC 1301:7-9-10(C) Failure to obtain a permit to perform UST work.
2. OAC 1301:7-9-10(D)(OPT.1) Failure to have permit related work properly supervised by a Certified UST Installer.
3. OAC 1301:7-9-10(D)(OPT.2) Failure to have permit related work properly inspected by an UST Inspector.

This Compliance Order is issued solely with reference to the Settlement Agreement in Part II of this form. If the Settlement Agreement is not returned in correct form and the violations abated as set forth by the Owner/Operator of the UST facility described above by June 23, 2024, and July 23, 2024, respectively, this Compliance Order is hereby withdrawn, without prejudice to SFM/BUSTR's ability to pursue any enforcement action for the violations found in the Notice of Violation or any and all other violations as may be deemed appropriate by the State Fire Marshal.

I have personally reviewed the attached Notice of Violation and find the Owner/Operator of the above-described UST facility to be in violation of the UST regulations referenced therein.



Lori Stevens, Esq., BUSTR Assistant Division Counsel,  
on behalf of Kevin Reardon, State Fire Marshal

May 23, 2024

\_\_\_\_\_  
Date

**PART II SETTLEMENT AGREEMENT**

The Division of the State Fire Marshal, Bureau of Underground Storage Tank Regulations ("SFM/BUSTR") offers this Settlement Agreement under its expedited enforcement procedures in order to settle the violations of law described in Notice of Violation, a copy of which is attached hereto and incorporated herein, subject to the following terms and conditions:

The Owner/Operator of the UST Facility described in Part I above shall complete two (2) copies of this Settlement Agreement and return them with a certified or cashier's check made payable to "Treasurer, State of Ohio" for the total amount of the assessment found in Part I above to:

DIVISION OF STATE FIRE MARSHAL  
BUREAU OF UNDERGROUND STORAGE TANK REGULATIONS  
ENFORCEMENT SECTION  
PO BOX 687  
REYNOLDSBURG, OH 43068-9009

The certified or cashier's check shall have the following reference, "Facility Tracking Number: 83002210-V00002".



The Owner/Operator of the UST Facility shall comply with Part I of this Compliance Order and Settlement Agreement by the deadlines set forth therein, and submit to the above address evidence of the correction of the alleged violations to the attention of the Enforcement Section. In addition, the Owner/Operator shall include with this evidence the following certification, "I certify that the information contained in or accompanying this certification is true, accurate and complete."

Upon final approval by the State Fire Marshal, the SFM/BUSTR will take no further action against the Owner/Operator of the UST Facility for the violations described in the attached Notice of Violation and referenced in the Compliance Order above. The SFM/BUSTR does not waive any right to enforce the UST regulations, or any other regulation or statute not described in the Compliance Order for any other past, present or future violations.

Upon final approval by the State Fire Marshal, the Owner/Operator knowingly and voluntarily waives the opportunity for a hearing and/or appeal pursuant to Ohio Revised Code 3737.882(D) regarding the violations and assessment(s) described in the above Compliance Order.

Upon final approval by the State Fire Marshal, it is agreed by the parties that this Settlement Agreement is made as a compromise between the parties for the complete and full settlement of their claims, differences and causes of action with respect to only those violations and assessments described in the Compliance Order, Part I above.

Upon final approval by the State Fire Marshal, it is agreed that the terms of this Settlement Agreement are binding to the parties hereto, their agents, assigns and successors in interest.

The Owner/Operator, by signing below, knowingly and voluntarily waives any objection to the jurisdiction of the SFM/BUSTR with respect to the Compliance Order and this Settlement Agreement and consents to the State Fire Marshal's final approval of this Settlement Agreement without further notice. Further, by signing below, the Owner/Operator certifies that she/he has full authority to enter into this Settlement Agreement and enters into this Settlement Agreement with the intent to be legally bound by its terms.

This Settlement Agreement is effective upon final approval by the State Fire Marshal as evidenced by the State Fire Marshal's signature below. Upon final approval of this Settlement Agreement, the SFM/BUSTR shall mail a copy of the approved Settlement Agreement to the Owner/Operator signing below.

The Owner/Operator hereby understands that this Settlement Agreement shall not be binding on any of the parties unless it has been signed and executed by the parties below in compliance with the terms of this Settlement Agreement. If the parties fail to reach agreement on or fail to comply with the terms of this Settlement Agreement, the Compliance Order and this Settlement Agreement shall become null and void without prejudice to the SFM/BUSTR's right to take further enforcement action for the violations described on the attached Notice of Violation and in the Compliance Order.

**SIGNATURE BY THE OWNER OR OPERATOR:**

Warren County Commissioners  
Legal or Corporate Name of the Owner/Operator

David G Young President  
Printed Name of Person Signing and Title

Signature [Handwritten Signature]

Date 8/13/24

**FINAL APPROVAL BY THE STATE FIRE MARSHAL:**

Lori Stevens, Esq., BUSTR Assistant Division Counsel,  
on behalf of Kevin Reardon, State Fire Marshal

Date \_\_\_\_\_

**APPROVED AS TO FORM**  
Kathryn M. Horvath  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

# Resolution

Number 24-1070

Adopted Date August 13, 2024

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$25,000,000 COUNTY OF WARREN, OHIO HOSPITAL FACILITIES REFUNDING REVENUE BONDS, SERIES 2024A (COMMUNITY FIRST SOLUTIONS OBLIGATED GROUP); AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF LEASE, A SUBLEASE, A BOND INDENTURE, AN ASSIGNMENT OF RIGHTS, A BOND PURCHASE AGREEMENT, A TAX EXEMPTION AGREEMENT AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2024A BONDS; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2024A BONDS

WHEREAS, the County of Warren, Ohio (the "County"), a county and political subdivision in and of the State of Ohio (the "State"), is authorized and empowered by virtue of the laws of the State, including without limitation, Chapter 140 of the Ohio Revised Code (the "Act"), to, among other things: (i) acquire, construct, improve and equip "hospital facilities", as defined in the Act ("Hospital Facilities"), and to acquire by lease real estate within the boundaries of the County and interests therein, including without limitation, improvements situated thereon comprising such Hospital Facilities; (ii) enter into a lease agreement to provide for the lease of Hospital Facilities to a "nonprofit hospital agency", as defined in the Act; (iii) issue its revenue bonds for the purpose of financing or refinancing the costs of Hospital Facilities, and to secure those revenue bonds by a bond indenture and by the pledge and assignment of the rent paid under the lease agreement and the funds created under the bond indenture; (iv) enact this Resolution; and (v) enter into the Lease, the Sublease, the Bond Indenture, the Assignment of Rights, the Bond Purchase Agreement, and the Tax Exemption Agreement, and execute and approve the distribution and use of a preliminary and final official statement, all as hereinafter defined, and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and therein; and

WHEREAS, Community First Solutions (the "Corporation"), an Ohio non-profit corporation, a "nonprofit hospital agency" as defined in the Act and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and Colonial Senior Services, Inc., an Ohio non-profit corporation, a "nonprofit hospital agency" as defined in the Act and an organization described in Section 501(c)(3) of the Code ("Colonial"), as part of an obligated group consisting of the Corporation, Colonial, LifeSpan Incorporated, an Ohio non-profit corporation ("LifeSpan"), Community Behavioral Health, Inc., an Ohio non-profit corporation ("Community Behavioral Health"), Partners in Prime, an Ohio non-profit corporation ("Partners in Prime"), Community Behavioral Health Properties, LLC, an Ohio non-profit limited liability company ("Community Behavioral Health Properties"), and LifeSpan Services, LLC, an Ohio non-profit limited liability company ("LifeSpan Services," and together with the Corporation, Colonial, LifeSpan, Community Behavioral Health, Partners in Prime, and Community Behavioral Health Properties, the "Obligated Group"), has requested the County to issue its Series 2024A Bonds (as described herein) to (i) refund its outstanding County of Warren, Ohio Hospital Facilities Improvement Revenue Bonds, Series 2023A (Community First Solutions

RESOLUTION #24-1070

AUGUST 13, 2024

PAGE 2

Obligated Group 2023A Project (the "Prior Bonds"), which financed costs of acquiring, constructing, improving, renovating and/or furnishing an existing 101-unit assisted living and assisted living memory care community including the approximately 8.94 acre parcel site, located at 5373 Merten Drive, Mason, Ohio 45040, and property contiguous and/or adjacent thereto (collectively, the "Facility"), (ii) pay costs of terminating a hedge agreement; and (iii) pay certain costs of issuance of the Series 2024A Bonds; and

WHEREAS, based upon representations of the Corporation and Colonial, the initial legal owner or principal user of the Facility is the Corporation and Colonial; and

WHEREAS, the Corporation and Colonial are requesting the assistance of the County in refunding the Prior Bonds; and

WHEREAS, this Board has determined to authorize the issuance of Hospital Facilities Refunding Revenue Bonds, Series 2024A (Community First Solutions Obligated Group) of the County (the "Series 2024A Bonds") for the purposes set forth above; and

WHEREAS, this Board has determined, based upon representations of the Corporation and Colonial, that the refunding of the Prior Bonds with proceeds of the Series 2024A Bonds will be in the best interests of the County and will provide Hospital Facilities at the lowest possible cost to service the residents of the County, which Hospital Facilities are and will be available for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, this Board is authorized by the authority contained in the Act to issue its Series 2024A Bonds for the aforesaid purposes; and

WHEREAS, at the request of the Corporation and Colonial, the Series 2024A Bonds shall be sold to B.C. Ziegler and Company (or such other underwriter as requested by the Corporation and not objectionable to the County, the "Underwriter") in exchange for the payment of the purchase price to Colonial pursuant to the terms of the Bond Purchase Agreement (as defined herein); and

WHEREAS, the County will acquire a leasehold interest in the Facility pursuant to the terms of the Lease and will sublease the Facility to Colonial pursuant to the terms of the Sublease; and

WHEREAS, the payments required to be made by Colonial under the Sublease (the "Rental Payments") in respect of debt charges payable on the Series 2024A Bonds will be secured under the Master Trust Indenture (as amended or supplemented from time to time, the "Master Indenture") between the Obligated Group and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as master trustee (in such capacity, the "Master Trustee"), including the security given under the Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing between Colonial and the Master Trustee providing a mortgage lien on the Facility and a Supplemental Master Trust Indenture between the Obligated Group and the Master Trustee, providing for the issuance and delivery to the County of a

promissory note secured by the Master Indenture and for the payment of which the members of the Obligated Group are jointly and severally liable (the "Series 2024A Obligation"), which will be assigned to the Bond Trustee, to secure the payment of debt service on the Series 2024A Bonds; and

WHEREAS, in connection with the plan of finance, this Board desires to authorize the Lease, the Sublease, the Bond Indenture, the Bond Purchase Agreement, the Assignment of Rights, the Tax Exemption Agreement, and such other documents that are necessary to provide for the issuance of the Series 2024A Bonds (collectively, the "Series 2024A Bond Documents") and approve the use and distribution of a preliminary and final Official Statement (as defined herein); and

WHEREAS, pursuant to Section 147(f) of the Code, a public hearing was held by the County in connection with the issuance of the Series 2024A Bonds on the date hereof after publication of notice therefore, evidence of publication of which has been submitted to this Board; and Section 147(f) of the Code also requires that prior to their issuance, the Series 2024A Bonds must be approved by the "applicable elected representative" as defined therein, which in this issuance is this Board;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Warren, Ohio:

SECTION 1. That for the purpose of better providing for the health and welfare of the people of the State by enhancing the availability, efficiency and economy of Hospital Facilities and facilitating the financing of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, acting on behalf of the County, hereby determines that revenue bonds shall be issued pursuant to Section 140.06 of the Act for the purposes set forth in the preambles hereto. Such bonds shall be designated "County of Warren, Ohio Hospital Facilities Refunding Revenue Bonds, Series 2024A (Community First Solutions Obligated Group)" or such other designation or with such further designations as shall be set forth in the Bond Indenture or in the Series 2024A Bonds or as otherwise necessary or appropriate to distinguish the respective series of the Series 2024A Bonds. It is currently contemplated that the Series 2024A Bonds will be comprised of a single series of tax-exempt bonds.

SECTION 2. That the Series 2024A Bonds shall be issued in the forms and denominations, shall be numbered, dated and payable as provided in the Bond Indenture and the other Series 2024A Bond Documents. The Series 2024A Bonds shall be issued in an aggregate maximum principal amount not to exceed \$25,000,000, shall mature as provided in the Bond Indenture, which shall not be later than thirty-five (35) years from their issue date, and have such terms, bear such interest at several fixed rates of interest, provided that any fixed rate of interest shall not exceed 7.5% per year (except as may be required under any credit, liquidity or similar agreement or instrument when any Series 2024A Bonds are held by or pledged to a provider of such an agreement or instrument), and be subject to mandatory and optional redemption and tender as provided in the Bond Indenture, and the first interest payment date shall be not later than one year from its issuance date.

That at least two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the County a Bond Indenture (the "Bond Indenture") with the Bond Trustee. The Bond Indenture shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Bond Indenture as aforesaid.

The Series 2024A Bonds shall be executed on behalf of the County by the manual or facsimile signatures of at least two members of this Board. In case any officer whose signature or a facsimile thereof shall appear on the Series 2024A Bonds shall cease to be such officer after the issuance or delivery of the Series 2024A Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until after that time.

The forms of the Series 2024A Bonds set forth in the Bond Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Bond Indenture, are hereby approved, and when the same shall be executed on behalf of the County by at least two members of this Board in the manner contemplated hereby and by the Bond Indenture, shall represent the approved forms of Series 2024A Bonds of the County.

SECTION 3. That the Series 2024A Bonds shall be purchased at the purchase price set forth, and on the terms and conditions described, in the Bond Purchase Agreement, among the Underwriters, the Issuer and the Corporation (the "Bond Purchase Agreement"). At least two members of this Board are hereby separately authorized and directed to make on behalf of the County the necessary arrangements to establish the date, location, procedure and conditions for the delivery of the Series 2024A Bonds to the Underwriter, and to take all steps necessary to effect due execution and delivery to the Underwriter under the terms of this Resolution, the Bond Purchase Agreement, and all documents and certificates authorized herein. It is hereby determined that the price for and the terms of the Series 2024A Bonds, and the sale thereof, all as provided in the aforesaid documents, are in the best interests of the County.

SECTION 4. That this Board hereby determines that the leasing of the Facility from Colonial and the subleasing of the Facility to Colonial, which Facility shall be operated by Colonial and the Corporation as set forth above, shall provide health care to the general public without discrimination by reason of race, creed, color or national origin is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the County and the State by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby.

SECTION 5. That at least two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the County an Agreement of Lease (the "Lease") with Colonial, whereby the County shall acquire a leasehold interest in the Facility. The Lease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Lease as aforesaid. It is hereby determined that

such Lease will promote the public purpose stated in Section 140.02 of the Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 6. That at least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the County a Sublease (the "Sublease") with Colonial. The Sublease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Sublease as aforesaid. It is hereby determined that such Sublease will promote the public purpose stated in Section 140.02 of the Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 7. That at least two members of this Board be and they are hereby authorized and directed to execute, on behalf of the County an Assignment of Rights Under Agreement of Lease and Sublease (the "Assignment of Rights") with the Master Trustee. The Assignment of Rights shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Assignment of Rights as aforesaid.

SECTION 8. That at least two members of this Board be and they are hereby authorized to approve the use of a preliminary official statement and a final official statement (each, an "Official Statement") for the Series 2024A Bonds, for use in marketing the Series 2024A Bonds, and to execute the final Official Statement, if needed. The preliminary Official Statement shall be deemed "near final" by this Board in accordance with Securities Exchange Commission Rule 15c2-12 prior to or simultaneously with the execution of the Bond Purchase Agreement authorized herein.

Except for the accuracy of the information with respect to the Board and/or County, this Board has not confirmed, and assumes no responsibility for, the accuracy, sufficiency or fairness of any statements in the preliminary Official Statement or the final Official Statement or any amendments thereof or supplements thereto, or in any reports, financial information, offering or disclosure documents or other information relating to the Series 2024A Bonds, the 2024A Bond Documents, the Bond Trustee, the Corporation or Obligated Group, the refunding, retirement, or reimbursement of the Prior Bonds, or the history, businesses, properties, organization, management, financial condition, market area or any other matter relating to the Corporation or Obligated Group or contained otherwise in the Official Statement.

SECTION 9. That this Board, for and on behalf of the County, hereby covenants that it will restrict the use of the proceeds of the Series 2024A Bonds bearing interest which is excludible from the gross income of the holders thereof for federal income tax purposes, in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations of the County at the time such Series 2024A Bonds are issued so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the regulations prescribed thereunder. Any two members of this Board or any other officer of the County having responsibility with respect to the issuance of said Series 2024A Bonds is authorized and directed to give an appropriate certificate and/or other tax regulatory agreement on behalf of the County, on the date of delivery of said Series 2024A Bonds for inclusion in the transcript of proceedings,

setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder (the "Tax Exemption Agreement").

SECTION 10. That the forms of the Lease, the Sublease, the Bond Indenture, the Assignment of Rights and the Bond Purchase Agreement on file with this Board, are hereby approved, with such changes therein not inconsistent with this Resolution and not substantially adverse to the County, as may be permitted by the Act and approved by the officer or officers executing the same on behalf of the County. The approval of such changes by such members or officers, and that such are not substantially adverse to the County, shall be conclusively evidenced by the execution of such Lease, Sublease, the Bond Indenture, the Assignment of Rights, Bond Purchase Agreement, Tax Exemption Agreement, Official Statement and other documents and assignments by any member of this Board or other authorized officer of this County.

Each member of this Board and any other authorized officer of this County is hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2024A Bonds and the Bond Indenture to the end that full and complete performance of all of the terms, covenants and agreements of the Series 2024A Bonds and Bond Indenture shall be effected, including taking all actions necessary to complete the sale of the Series 2024A Bonds under the "Blue Sky" laws of any jurisdiction; provided that the County shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

Any one or more member of this Board or any other authorized officer of this County is also hereby separately authorized to take any and all actions and to execute and/or file such financing statements, assignments, certificates, IRS Forms 8038, and other instruments that may be necessary or appropriate in the opinion of Dinsmore & Shohl LLP, as Bond Counsel, in order to effect the issuance of the Series 2024A Bonds and the intent of this Resolution. Any one or more member of this Board, the Clerk of this Board, or any other appropriate officer or officers of the County, each are separately authorized to certify a true transcript of all proceedings had with respect to the issuance of the Series 2024A Bonds, along with such information from the records of the County as is necessary to determine the regularity and validity of the issuance of the Series 2024A Bonds.

SECTION 11. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, in any Series 2024A Bond, or in the Lease, the Sublease, the Bond Indenture, the Assignment of Rights, the Bond Purchase Agreement, the Tax Exemption Agreement, Official Statement or other document authorized hereby, or under any judgment obtained against the County or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the Lease or the Sublease, shall be had against any member of this Board, or officer, official or employee, as such, past, present, or future, of the County, either directly or through the County, or otherwise, for the payment for or to the County or any receiver thereof, or for or to any holder of any Series 2024A Bond, or otherwise, of any sum that may be due and unpaid by the County upon any of the Series 2024A Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member or officer, as such, to respond by reason of any act or omission on his or her part, or

otherwise, for, directly or indirectly, the payment for or to the County or any receiver thereof, or for or to the owner or any holder of any Series 2024A Bond, or otherwise, of any sum that may remain due and unpaid upon any Series 2024A Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Lease, the Sublease, the Bond Indenture, the Assignment of Rights, the Bond Purchase Agreement, the Tax Exemption Agreement, Official Statement and the issuance of the Series 2024A Bonds.

SECTION 12. That in addition to other covenants of the County in this Resolution, the County further covenants and agrees as follows:

(i) The County will, solely from the sources herein or in the Series 2024A Obligation or Series 2024A Bond Documents provided, pay or cause to be paid the principal of, premium, if any, and interest on each and all Series 2024A Bonds on the dates, at the places and in the manner provided herein, in the Bond Indenture and the Series 2024A Bonds.

(ii) The County will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Series 2024A Bonds, the Lease, the Sublease, the Bond Indenture, the Assignment of Rights, the Tax Exemption Agreement, the Bond Purchase Agreement and in all proceedings of the County pertaining to the Series 2024A Bonds. This Board warrants and covenants on behalf of the County that it is, and upon delivery of the Series 2024A Bonds will be, duly authorized by the laws of the State of Ohio, including particularly and without limitation the Act, to issue the Series 2024A Bonds and to execute the Lease, the Sublease, the Bond Indenture, the Assignment of Rights, the Tax Exemption Agreement, the Bond Purchase Agreement, and all other documents to be executed by it, to provide for the security for payment of the principal of, premium, if any, and interest on the Series 2024A Bonds in the manner and to the extent herein and in the Bond Indenture and the Series 2024A Bond Documents set forth; that all actions on its part for the issuance of the Series 2024A Bonds and execution and delivery of the Lease, the Sublease, the Bond Indenture, the Assignment of Rights, the Bond Purchase Agreement, the Tax Exemption Agreement, and all other documents to be executed by it in connection with the issuance of the Series 2024A Bonds, have been or will be duly and effectively taken; and that the Series 2024A Bonds will be valid and enforceable special obligations of the County according to the terms thereof. Each provision of this Resolution, the Bond Purchase Agreement, the Lease, the Sublease, the Bond Indenture, the Assignment of Rights, the Tax Exemption Agreement, and each Series 2024A Bond, and all other documents to be executed by the County in connection with the issuance of the Series 2024A Bonds, is binding upon each member of this Board and each officer of the County as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of this Board and the County and of its officers and employees undertaken pursuant to such proceedings for the Series 2024A Bonds is established as a duty of the County and of each such officer and employee having authority to perform such duty.

SECTION 13. That, as provided herein and in the Bond Indenture, the Series 2024A Bonds shall be: (i) payable solely from the Rental Payments, the pledged funds under the Bond Indenture, and from any amounts payable under the Series 2024A Obligation, and (ii) secured by (a) an absolute and irrevocable assignment of and first lien on and security interest in the Rental Payments and the pledged funds under the Bond Indenture, and (b) the Series 2024A Obligation.



Nothing in this Resolution, the Series 2024A Bonds or the Bond Indenture shall constitute a general obligation, debt or bonded indebtedness of the County or a pledge of the County's faith and credit, and further, nothing therein gives the holders of Series 2024A Bonds, and they do not have, the right to have excises or taxes levied by the County, or by the State of Ohio or the taxing authority of any other political subdivision, for the payment of debt service on the Series 2024A Bonds, but such Series 2024A Bonds are payable solely from the Rental Payments, the pledged funds under the Bond Purchase Agreement and the Series 2024A Obligation as provided herein, and each Series 2024A Bond shall contain on the face thereof a statement to that effect.

SECTION 14. That the appropriate officers of the County, including any one or more members of this Board, be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and sale of the Series 2024A Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to ensure compliance of the Series 2024A Bonds with the Code and including conveyances of title to real and personal property. Such documents including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of the County.

SECTION 15. That this Board, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Code, hereby approves the issuance of the Series 2024A Bonds in the maximum principal amount of \$25,000,000. Based on representations of the Corporation and Colonial to this Board, the proceeds of the Series 2024A Bonds will be used for the purposes of refunding the Prior Bonds, which financed the costs of acquiring, constructing, improving, renovating and/or furnishing an existing 101-unit assisted living and assisted living memory care community including the approximately 8.94 acre parcel site, located at 5373 Merten Drive, Mason, Ohio 45040, and property contiguous and/or adjacent thereto, (ii) paying costs of terminating an interest rate hedge; and (iii) paying certain costs of issuance of the Series 2024A Bonds. The expected initial legal owners or principal users of the Project are or will be the Corporation and/or Colonial.

SECTION 16. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

SECTION 17. That all resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 18. That all defined terms used in this Resolution and not otherwise defined herein shall have the respective meanings given to them in the Bond Indenture or the Sublease, the forms of which are on file with this Board.

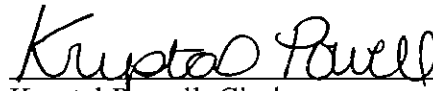
SECTION 19. That this Resolution shall be effective from and after its adoption.

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 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads "Krystal Powell". The signature is written in black ink and is positioned above a horizontal line.

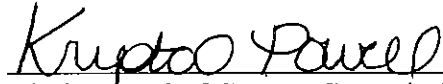
Krystal Powell, Clerk

cc: Auditor \_\_\_\_\_  
J. Grossman – Dinsmore  
Bond file

RESOLUTION #24-1070  
AUGUST 13, 2024  
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CERTIFICATE

The undersigned, Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution adopted by said Board on August 13, 2024, together with an extract from the minutes of the meeting at which adopted to the extent pertinent thereto.



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Clerk, Board of County Commissioners  
County of Warren, Ohio