

Resolution

Number 23-0293

Adopted Date March 14, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR STEPHANI ABBOTT WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Stephani Abbott, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Stephani Abbott's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.80 per hour effective pay period beginning March 9, 2023.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
S. Abbott's Personnel File
OMB – Sue Spencer

Resolution

Number 23-0294

Adopted Date March 14, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR LYNDSEY STUMP WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Lyndsey Stump, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Lyndsey Stump's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.80 per hour effective pay period beginning March 9, 2023.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
L. Stump's Personnel File
OMB – Sue Spencer

Resolution

Number 23-0295

Adopted Date March 14, 2023

HIRE MIKEL SHANE BARNETTE AS TRAINING COORDINATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

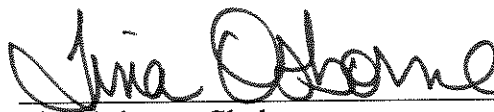
BE IT RESOLVED, to hire Mikel Shane Barnette, as Training Coordinator, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade # 18 \$24.00 per hour, effective April 3, 2023, subject a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
M. Barnette's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0296

Adopted Date March 14, 2023

APPROVE PART-TIME WORK HOURS FOR KRISTY OEDER, OFFICE ADMINISTRATOR,
WITHIN WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, Ms. Oeder has requested to work 32 hours per week and will work more when needed; and

WHEREAS, the Deputy Director has requested to move Ms. Oeder to part-time, 32 – 40 hours per week as needed; and

NOW THEREFORE BE IT RESOLVED, to approve part-time hours for Kristy Oeder, Office Administrator, within Warren County Telecommunications Department, 32 – 40 hours per week, effective March 20, 2023.

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
K. Oeder's Personnel File
OMB – Sue Spencer
OMB – Tammy Whitaker

Resolution

Number 23-0297

Adopted Date March 14, 2023

APPROVE DISABILITY RETIREMENT OF MICHAEL CALLAHAN, TELEPHONE TECHNICIAN III, WITHIN THE TELECOMMUNICATIONS DEPARTMENT EFFECTIVE MARCH 24, 2023

WHEREAS, Ohio Public Employees Retirement System has approved Mr. Callahan's disability retirement; and


NOW THEREFORE BE IT RESOLVED, to accept the disability retirement of Michael Callahan, Telephone Technician III, within the Telecommunications Department, effective March 24, 2023.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Telecom (file)
M. Callahan's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0298

Adopted Date March 14, 2023

HIRE OLIVIA SIEGMANN AS AN INTERN FOR THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Deputy Director has requested a need for an intern and has recommended hiring Olivia Siegmann; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Olivia Siegmann, as an intern within the Telecommunications Department, non-exempt status (18-40 hours per week), \$19.00 per hour, effective March 20, 2023 through July 28, 2023.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: O. Siegmann's Personnel file
Telecom (file)
OMB – Sue Spencer

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

Resolution

Number 23-0299

Adopted Date March 14, 2023

APPROVE PROMOTION OF KAYLIE FRENCH FROM ADMINISTRATIVE CLERK TO ADMINISTRATIVE SUPPORT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has a current opening for Administrative Support due to a recent promotion and the Director has requested to promote newly hired Kaylie French to said position as she will be performing the same duties as the former Administrative Support; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kaylie French to the position of Administrative Support within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, exempt status, Pay Range 10 \$17.60 per hour, effective pay period starting March 25, 2023.

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

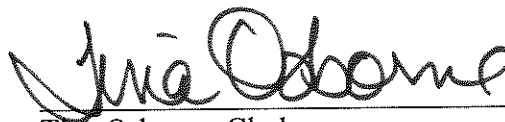
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
K. French's Personnel file
OMB-Sue Spencer

Resolution

Number 23-0300

Adopted Date March 14, 2023

APPROVE PROMOTION OF MIRANDA GRIFFITH TO THE POSITION OF CASE AIDE WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director and Deputy Director have requested the promotion of Miranda Griffith to a Case Aide Position; and

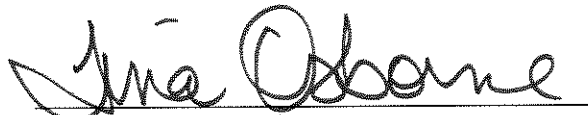
NOW THEREFORE BE IT RESOLVED, to approve the promotion of Miranda Griffith to the position of Case Aide within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, exempt status, Pay Range 12 \$19.45 per hour, effective pay period starting March 25, 2023.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
M. Griffith's Personnel file
OMB-Sue Spencer

Resolution

Number 23-0301

Adopted Date March 14, 2023

HIRE EMILY GIBSON AS ON-GOING CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Emily Gibson, On-going Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #14, \$20.25 per hour, under the Warren County Job and Family Services compensation plan, effective May 22, 2023, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
E. Gibson Personnel file
OMB – Sue Spencer

Resolution

Number 23-0302

Adopted Date March 14, 2023

REMOVE PROBATIONARY EMPLOYEE KAMEA WHITEHEAD, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Whitehead began employment as a Case Aide within the Department of Job and Family Services, Children Services Division on May 23, 2022, 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 Director of Children Services recommends said employee be terminated for failing to meet the required standards of her position; and


NOW THEREFORE BE IT RESOLVED, to remove Kamea Whitehead from employment within the Department of Job and Family Services, Children Services Division, effective March 10, 2023.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 23-0303

Adopted Date March 14, 2023

SET AND ADVERTISE PUBLIC HEARING #2 TO DESIGNATE PROJECTS WARREN COUNTY INTENDS TO FUND FOR THE FY 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) URBAN ENTITLEMENT PROGRAM

BE IT RESOLVED, to authorize the Clerk to advertise one time in a newspaper of general circulation Notice of Public Hearing #2 for FY 2023 Community Development Block Grant (CDBG) Urban Entitlement Program; said hearing scheduled for April 5, 2023 at 2:00 p.m., in the Warren County Commissioners' Meeting Room; and

BE IT FURTHER RESOLVED, for said advertisement to list the following projects that Warren County intends to fund for the FY 2023 CDBG Urban Entitlement Program:

\$ 642,388 for Construction Projects:

- City of Lebanon – Cherry Street Reconstruction Project
- City of Franklin – Mackinaw Subdivision Project
- Union Township – Highland Park – Phase 2
- Village of Butlerville – Hill & Walnut Street Project
- City of South Lebanon – Hobart Street Project

\$110,000 for Public Service Projects:

- Warren County Safe on Main
- Family Promise of Warren County

\$35,000 for Administration

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

Resolution

Number 23-0304

Adopted Date March 14, 2023

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

WHEREAS, Warren County Ducks Unlimited is holding a fundraising event at the Warren County Fairgrounds on May 18, 2023; and

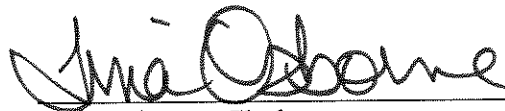
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of Warren County Ducks Unlimited for the purpose of obtaining a liquor license during an event being held at the Warren County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

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control
Warren County Ducks Unlimited C/O Nicholas Fendinger
Agricultural Society (file)



OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL
 6606 TUSSING ROAD
 REYNOLDSBURG, OHIO 43068-9005
 Telephone No. (614) 387-7407
 Fax No. (614) 644-6965
<http://www.com.ohio.gov/liqr>

F PERMIT APPLICATION

FILING FEE \$40.00

Five-Day Privilege for Special Functions - Valid for the Sale of BEER ONLY, Until 1:00 a.m.

APPLICATION MUST BE FILED AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF FUNCTION

Permit F may be issued to an association of ten or more persons, a labor union, or a charitable organization, or to an employer of ten or more persons sponsoring a function for the employer's employees, to purchase from the holders of A-1 and B-1 permits and to sell beer for a period lasting not to exceed five days. No more than two such permits may be issued to the same applicant in any thirty-day period. The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual. The fee for this permit is forty dollars.

Name of Organization (Exact Name must be uniform on all documents - please do not abbreviate)			
Warren County Ducks Unlimited			
Street Address (Where Function Will Be Held - BE SPECIFIC & Must be uniform on all documents - For Street Closures see Address Addendum -Page 1(A))			
Warren County Fairgrounds, Bldg A, 665 N. Broadway St.			
Township (Only if outside city or village limits)	City	Zip Code	County: Warren
	Lebanon	45036	
Mail and/or Fax Permit and Correspondence To: Name:			
Street Address: 8226 Hidden Mill Ct.	City: West Chester	State: OH	Zip Code: 45069
Phone #: 513-706-1092	Fax #:		
Email Address: warrencountydu@gmail.com		(Note: This is for notification purpose only - NOT for emailing correspondence)	
Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages:	Name: Nicholas Fendinger	Title: Secretary	
	Phone #: 513-706-1092		
Date and Time Function Will Begin :	Date Function Begins : 05/18/2023 (Month/ Day/ Year)	Time Function Begins : 4	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Date and Time Function Will End :	Date Function Ends : 05/18/2023 (Month/ Day/ Year)	Time Function Ends : 11	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Please check what type of organization:			
<input type="checkbox"/> Association of ten or more persons	<input type="checkbox"/> Employer of ten or more persons sponsoring a function for their employees, except for a manufacturer or wholesale distributor of alcoholic beverages (not open to the public)	<input type="checkbox"/> Labor Union	
<input checked="" type="checkbox"/> Charitable Organization			

FOR OFFICE USE ONLY

Taxing District	Remarks:	Reviewer Action:
Permit Number		
Receipt #		

1. What is the purpose of the event? Raise money for wetlands conservation

(NOTE: The proceeds of the function shall not be used for the profit or gain of any individuals).

2. Will 100% of the proceeds, less expenses, from the applicant's sale of alcoholic beverages either be retained by the applicant or distributed by the applicant for non-profit social, recreational, benevolent, charitable, fraternal, political, patriotic or or athletic purposes? YES NO

If "NO", please give detailed explanation: _____

3. Will any individual or for profit association, corporation, or other legal entity receive any percentage of the proceeds after expenses from the event for which you are requesting the F permit? YES NO

If "YES", please explain, identifying share of profit or gain each person/party will receive: _____

4. Will the members of the applicant organization coordinate and operate the event and conduct the sale of alcoholic beverages? YES NO

If "NO", please submit a detailed explanation of the non member involvement and their financial compensation.

5. Give the name and address of the brewer or distributor from whom beer will be purchased.
Ohio Eagle Distributing, 9300 Allen Rd, West Chester, OH 45069

The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.

THE FOLLOWING MUST BE COMPLETED BY THE APPLICANT(S):

STATE OF OHIO, Warren COUNTY, ss

I/We Nicholas Fendinger being first duly sworn, according to law, depose and say that the statements and answers made in the foregoing application are true, and say that I/We are at least twenty-one years of age and the statements and answers made in the foregoing application are true. I hereby acknowledge that I/We are required by law to be responsible for any conduct that violates laws pertaining to the sale of alcoholic beverages.

FALSIFICATION OF ANY OF THE INFORMATION ON THIS APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO ISSUE THIS PERMIT AND WILL BE PUNISHABLE TO THE FULLEST EXTENT OF THE LAW

Nicholas Fendinger Secretary Nicholas Fendinger
(Signatures of Officer of Association, Lodge or Corporation) (Title) (Print Name)
8226 Hidden Mill Ct West Chester OH 45069 513-706-1092
(Residence Address) (City) (State) (Zip Code) (Telephone Number)

(This portion to be completed by Notary Public)
Sworn to before me and subscribed in my presence this 7 day of March, 2023



Rebecca Mueller September 26, 27
(Notary Public) (Notary Expiration)
Rebecca Mueller
(Notary - Please Print Name and Affix Seal/Stamp)

DLC 4115



OHIO DEPARTMENT OF COMMERCE
DIVISION OF LIQUOR CONTROL

6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005

TENANCY & POLICE NOTIFICATION FORM FOR TEMPORARY PERMIT

Section A. (Completed by Applicant): TEMPORARY PERMIT FUNCTION INFORMATION

The Warren County Ducks Unlimited
(Full Name of Organization [this must be same as what is listed on Application])

will be conducting an event at the location of Warren County Fairgrounds, Bldg A, 665 N. Broadway St.
(Location or Street address where function held [this must be same as what is listed on Application])

and has applied for an "F" class temporary liquor permit to allow the sale of beer:

beginning 05/18/2023 at 4 am pm
(Date Function Begins - Month/Day/Year) (Time Function Begins)

and ending 05/18/2023 at 11 am pm
(Date Function Ends - Month/Day/Year) (Time Function Ends)

Section B. (Completed by Property Owner): CONSENT OF REAL PROPERTY OWNER INFORMATION

If applicant is owner of real property mark box, and sign below.

I/We, being the owner of the realty located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below.

X [Signature] Warren County Board of Commissioners
(Signed - Real Property Owner) (Print Name of Real Property Owner) (Date)
Shannon Jones, President 3/14/23

406 Justice Drive Lebanon, OH 45036 513-695-1250
(Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)

Section C. (Completed by Chief Peace Officer): NOTICE TO CHIEF PEACE OFFICER (City/Township Police, OR County Sheriff)

This portion must be signed by the Chief Peace Officer in the municipality or the township where this function will be held indicating that he/she has been notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Office must be notified accordingly.)

I, being the Chief Peace Officer of the City, Township or County where the function listed above in Section A will be held, acknowledges that I have received notification that the Organization listed above will hold a special function on the dates specified, by signing below.

X _____
(Signed) (Title) (Check the box that applies) (Date)
City Police
Twp Police
County Sheriff

(Print Name)

In signing this form, the Chief Peace Officer is merely acknowledging receipt of notification of the event and not giving their approval or consent of the event on behalf of the political subdivision.



DIAGRAM OF PERMIT PREMISES FOR TEMPORARY PERMIT

THIS DOCUMENT MUST BE COMPLETED IN ORDER TO OBTAIN YOUR TEMPORARY PERMIT

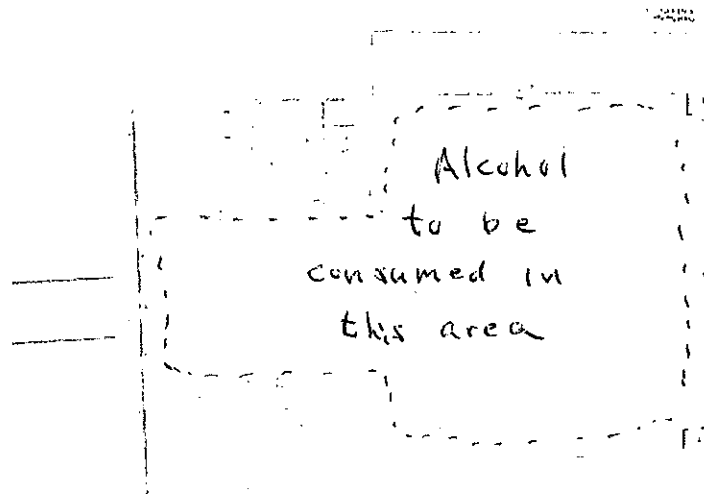
Section 4301.62 ("open container statute") prohibits anyone from possessing an open container of any alcoholic beverage outside of the area defined as permit premises. Whoever violates this statute is guilty of a MISDEMEANOR of the first degree. Any alcoholic beverage must be both sold and consumed within the defined permit premises.

It is required that every applicant for an F or F2 permit submit with the application a **diagram of the premises where alcoholic beverages will be sold and consumed. If the diagram is not included, the application will be returned to the applicant.** The diagram must be submitted in the space provided below or on a separate sheet, and must be signed by the person who prepared the diagram or the applicant.

FOR EVENTS HELD INDOORS: Diagram must identify the room(s) and/or building in which the alcoholic beverages will be sold and consumed.

FOR EVENTS HELD ENTIRELY or PARTIALLY OUTDOORS: Diagram must show shape and measured dimensions of the area to be used. Location of barriers must be shown, and an explanation of the type of barriers given (e.g. chain link fence, snow fence, brick wall, rope, etc.) which will separate permit premises from other areas which are not permit premises.

DIAGRAM MUST APPEAR IN THE SPACE BELOW



Bldg A, 665 N Broadway
Lebanon, OH 45036

Signature of Person who prepared diagram or applicant

Nicholas J. Fendryn

Page 4

March 6, 2023

To whom it may concern,

The Warren County Agricultural Society (WCAS) has agreed to lease the Welcome Hall Building A on the Warren County Fairgrounds to Warren Co Ducks Unlimited to be held Thursday May 18, 2023. We hereby grant permission for the use of the facilities and for alcohol to be served at the event. Warren Co Ducks Unlimited agrees, under the contract, to carry \$1,000,000 liability insurance for this event, with the Warren County Agricultural Society named as additional insured.

Should you have any questions, please contact the WCAS Office.

Sincerely,

A handwritten signature in black ink, appearing to be 'KC' followed by a long horizontal line.

Kim Callahan

Event and Marketing Coordinator

513-932-2636

GENERAL INSTRUCTIONS FOR FILING "F" APPLICATIONS

The "F" permit may be issued to any association of ten or more persons, labor union, charitable organization, or to an employer of ten or more persons sponsoring a function for his employees to sell beer only. An "F" permit is effective for not more than five (5) days for the sale of beer only until 1:00 a.m. No more than two (2) "F" permits may be issued to the same applicant in any thirty (30) day period.

The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual.

APPLICATION WILL NOT BE ACCEPTED WITHOUT THE FOLLOWING REQUIRED DOCUMENTS

1. Forty (\$40.00) dollar filing fee. Make check payable to the Division of Liquor Control. **Please do not mail cash.**
2. Letter of approval from Fair Board if function is to be held on county fairgrounds.
3. Division of Liquor Control Form 4221, Consent of Real Property Owner/Notification of Chief Peace Officer.
4. Copy of diagram of permit premises, denoting areas where beer will be consumed.
5. If the event is on the premises of a retail permit holder (liquor license holder) you must have the retail permit holder complete Page 6, a notarized affidavit, signed by an officer/owner of the retail permit, stating they will not utilize their permit privileges at the same time and place as the temporary event.
6. If there will be any type of street/alley, or public sidewalk closure, you must submit an acknowledgement from the legislative or local police authority in control authorizing such closure.

WARNINGS

- Applicant must be at least twenty-one (21) years of age.
- Section 4301.24 of Ohio Revised Code prohibits any manufacturer or wholesale distributor from aiding or assisting any retail permit holder by gift or loan of any money or property of any description or other valuable thing; and it prohibits any retail permit holder from accepting same. **THIS MEANS A WHOLESALE DISTRIBUTOR MAY NOT AID THE PERMIT HOLDER IN ANY WAY, EITHER FINANCIALLY OR BY ADVERTISING THE FUNCTION COVERED BY THIS APPLICATION; AND THE PERMIT HOLDER MAY NOT ACCEPT SUCH ASSISTANCE FROM THE WHOLESALE DISTRIBUTOR.**
- An "F" permit holder must purchase all alcoholic beverages from a wholesale distributor or brewer.
- It is illegal to allow a patron to remove any alcoholic beverage from or to consume it off the premises designated on your permit.
- It is illegal for any person under the age of twenty-one (21) to purchase or consume alcoholic beverages. It is the permit holder's responsibility to obtain proper identification.
- The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.



Ohio Department of Commerce
 Division of Liquor Control
 6606 Tussing Road, Reynoldsburg, Ohio 43068-9005

**AFFIDAVIT AND MEMORANDUM OF AGREEMENT
 BETWEEN TEMPORARY PERMIT HOLDER & RETAIL PERMIT HOLDER**

(To be completed by Retail Permit Holder)

The State of Ohio, _____ County, ss.

I/We _____
(Name [not DBA Name] Listed on Issued Retail Permit)

issued retail permit holder # _____ being first duly sworn,
(Issued Liquor Permit #)

according to law, depose and say that I/We agree to not utilize our permit privileges at the same time and place where the temporary permit organization function listed on page 1 of this application will be held,

From: _____ / _____ / _____ To: _____ / _____ / _____
MONTH DAY YEAR MONTH DAY YEAR

(Signature of Officer, Shareholder or LLC Member of Issued Permit on Record with the Division of Liquor Control) _____
(Title)

(Print Name of Officer, Shareholder of LLC Member of Issued Permit) _____
(Day Time Telephone Number)

(Residence Address) _____
(City) _____
(State) _____
(Zip Code)

Sworn to and subscribed before me this _____ day of _____, 20 _____

(Notary Public Signature) _____
(Notary Expiration Date)

(Notary - Please Print Name or Affix Seal/Stamp)

Resolution

Number 23-0305

Adopted Date March 14, 2023

AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Business Communication Specialists will provide Mitel 6940 IP Phones per quote AAAQ18003 for Warren County Telecommunication, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for Mitel 6940 IP Phones; as attached hereto and a part hereof.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Business Communication Specialists
Telecom (file)



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street, Wadsworth, OH 44281
P: 330.335.7276 • F: 330.335.7275
www.bcsip.com

QUOTE

Number AAAQ18003
Date Mar 3, 2023

Sold To	Ship To	Your Sales Rep
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
3	50006770 Mitel 6940 IP Phone	\$685.00	D40	\$411.00	\$1,233.00
1	SHIP Shipping Charges	\$0.00		\$25.00	\$25.00

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: Shannon Jones Date: 3-14-23

Signature: [Handwritten Signature]

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

SubTotal	\$1,258.00
Tax	\$0.00
Shipping	\$0.00
Total	\$1,258.00

APPROVED AS TO FORM

[Handwritten Signature]
Adam M. Nice
Asst. Prosecuting Attorney



BUSINESS
COMMUNICATION
SPECIALISTS

162 Main Street
Wadsworth, OH 44281
Phone: 330.335.7276 Fax: 330.335.7275
www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

- 1) Hardware and Software: 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) Maintenance, Installation, etc.: 100% due upon project completion.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

Resolution

Number 23-0306

Adopted Date March 14, 2023

AUTHORIZE THE TRANSFER OF EQUIPMENT TO DAYCAD FOR TRADE IN ON NEW PLOTTER ON BEHALF THE WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the Warren County Telecommunications Department purchased a DAYCAD Plotter Replacement via PO 23001323 which was certified on February 14, 2023, with the purchase including the trade in of the existing plotter in Warren County Telecommunications; and

WHEREAS, the HP Model Q6687A Plotter, Serial No. MY85U5C056 is being transferred to DAYCAD upon delivery of replacement plotter on March 8, 2023; and

NOW THEREFORE BE IT RESOLVED, to authorize the above referenced equipment transfer from Warren County Telecommunications Department to DAYCAD.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
B. Quillen
Transfer file

Resolution

Number 23-0307

Adopted Date March 14, 2023

APPROVE EMERGENCY REPLACEMENT POWER PLANT WITH INSTALLATION FOR
SNIDER TOWER SITE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the replacement power plant is necessary to the operation of equipment at Snider Tower as it is currently running on a borrowed system from Mobilcomm; and

NOW THEREFORE BE IT RESOLVED, to authorize the replacement power plant with installation for Snider Tower; and

BE IT FURTHER RESOLVED, to approve Requisition #231591 in the amount of \$17,631.50 for the replacement power plant from Mobilcomm.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Telecom (file)

Resolution

Number 23-0308

Adopted Date March 14, 2023

APPROVE EMERGENCY SPARE REPLACEMENT POWER PLANT FOR ALL
TELECOMMUNICATIONS TOWER SITES

WHEREAS, a spare power plant is necessary to the continuous operation of equipment for all
Tower Sites; and

NOW THEREFORE BE IT RESOLVED, to authorize the spare replacement power plant for all
tower sites; and

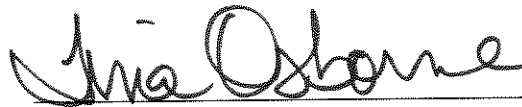
BE IT FURTHER RESOLVED, to approve Requisition #231592 in the amount of \$15,151.50
for the spare replacement power plant from Mobilcomm.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Telecom (file)

Resolution

Number 23-0309

Adopted Date March 14, 2023

APPROVE EMERGENCY PROCUREMENT SERVICES FOR TREE REMOVAL LOCATED AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, the Water & Sewer Department has discovered multiple trees that are currently in danger of falling over onto a privacy fence and covered patio of a neighboring property at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, the service is critical and time sensitive as it poses major safety concerns; and

NOW THEREFORE BE IT RESOLVED, to approve emergency procurement services under Purchase Order 23001419 with Jeff Maggs (DBA Maggs Professional Tree Services, LLC) in the amount \$2,400 for tree removal services.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 23-0310

Adopted Date March 14, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO SMITH AND BROWN CONTRACTORS, INC FOR THE HUNTER SEWER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, bids were closed at 11:00 a.m., on March 2, 2023, and the bids received were opened and read aloud for the Hunter Sewer System Improvements Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Deputy Sanitary Engineer, Smith and Brown Contractors, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Deputy Sanitary Engineer, that it is the intent of this Board to award the contract to Smith and Brown Contractors, Inc., 9570 State Route 128, Harrison, Ohio 45030 for a total bid price of \$1,967,000.00; and

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

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 23-0311

Adopted Date March 14, 2023

APPROVE AND ENTER INTO AN EASEMENT AGREEMENT WITH DENNIS TEALL AND BRIAN RAUCH FOR WATERLINE AND APPURTENANCES FOR THE STATE ROUTE 48 AND US 22 WATER IMPROVEMENT PROJECT AND APPROVE AND AUTHORIZE PAYMENT OF JUST COMPENSATION

WHEREAS, on June 7, 2022 the Board of County Commissioners of Warren County, Ohio adopted Resolution 22-0817 determining the necessity for the appropriation of property for the construction, operation, and maintenance of approximately 6,940 feet of water line extending northward along State Route 48 from Willow Pond Boulevard to a location 440 feet north of Ridgeview Lane and for the construction, operation, and maintenance of approximately 1,600 feet of water line extending eastward along US 22 from Start Route 48 to the west property line of the 5.2 acre Parcel No. 17-35-101-004.; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements and temporary work agreements for the construction, operation and maintenance of water line improvements along said route, and authorize compensation specifically for the following properties which have been appraised for easement acquisition and negotiations conducted with the following results:

Parcel #	Owner	Type	Compensation
16-05-276-006	Dennis Teall & Brian Rauch	Easement	\$20,000.00

WHEREAS, the easement area is part of a parcel or property encumbered with substantial liens and the lienholders are aware of the easement and consent to the granting of the easement;

NOW THEREFORE BE IT RESOLVED, that the Board does hereby:

- i) Approve and authorize the President or Vice-President of the Board to enter into the Easement Agreement, a copy of which is attached hereto and made a part hereof.
- ii) Approve and authorize the payment of the aforementioned monetary consideration and providing in-kind consideration as just compensation for the Easement.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Rauch, Brian & Teall, Dennis
Water/Sewer (file)

Easement file
Recorder (certified)

Grantor: Dennis Teall & Brian J. Rauch
Property Address: Route 22 & 3
Parcel Number: 67-U
Auditor's Account Number: 16-05-276-006

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by

Dennis Teall & Brian J. Rauch,

whose tax mailing address is 6230 Ludlum Road, Morrow, Ohio 45152 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is for installation of a waterline, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of Twenty Thousand Dollars (\$20,000.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in Hamilton Twp., Warren County, Ohio, consisting of 0.115 acres, and being the same premises described in a deed recorded in O.R. Vol. 5928, Page 577 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be

the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement 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 partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Dennis Teall & Brian J. Rauch, , have set their hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

SIGNATURE: DM Teall

PRINTED NAME: Dennis Teall

TITLE: MEMBER

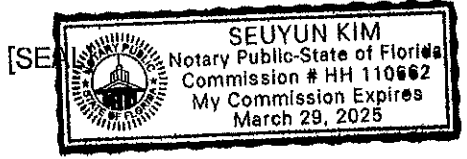
DATE: 12-1-2022

STATE OF FLORIDA, COUNTY OF CHARLOTTE, ss:

BE IT REMEMBERED, that on the 1ST day of DEC, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be DENNIS M. TEALL, whose name is subscribed hereto and he executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: Seuyun Kim

My Commission Expires: MARCH 29, 2025



GRANTOR:

SIGNATURE: Brian J. Rauch

PRINTED NAME: Brian J. Rauch, married

TITLE: OWNERS

DATE: Feb. 22, 2023

SIGNATURE: Bobbi Sue Rauch

PRINTED NAME: Bobbi Rauch, wife

TITLE: OWNER

DATE: Feb. 22, 2023

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 22 day of February, 2023, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be BRIAN RAUCH & Bobbi Rauch, whose name is subscribed hereto and he executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.



ELLA REE HOWARD
Notary Public, State of Ohio
Warren County
My Commission Expires
10/12/2025

Notary Public: Ella Ree Howard

My Commission Expires: 10/12/25

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Sharon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0311, dated 3-14-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: Sharon Jones

Printed Name: Sharon Jones

Title: President

Date: 3-14-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 14 day of March, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Sharon Jones, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.

Notary Public: Krystal Lynn Powell
My Commission Expires: July 15, 2026

[SEAL]

Approved as to form by:

**DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**

Barbara A. McHenry
By: Assistant Prosecutor

Date: 3/14/2023



**KRYSTAL LYNN POWELL
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2021-RE-834388
My Commission Expires July 15, 2026**

Owner(s): _____
Property Address: _____
Parcel Number: _____
Auditor's Account Number: 4500199

CONSENT OF LIENHOLDER

Dennis Patrick Davis and Sherri L. Davis, husband and wife (the "Lienholder"), who are the current holder of an Open-End Mortgage, Assignment of Rents and Security Agreement, dated October 3, 2013, as recorded in O.R. Vol. 5928, Pg. 580 on October 15, 2013, of the Warren County, Ohio Recorder's Office; amended by an instrument titled Amendment to Open-End Mortgage dated October 17, 22, and 25, 2018, as recorded in Warren County as Doc. # 2018-030768 on October 25, 2018; and, as further amended by an instrument titled Second Amendment to Open-End Mortgage dated July 6, 27, and 28, 2022, as recorded in Warren County as Doc. # 2022-025247 on August 4, 2022, which is a lien on the real estate described on Exhibit "A" and illustrated on Exhibit "B" attached to the foregoing Easement and Agreement, hereby consents to the grant of the foregoing Easement executed by Dennis Teall, unmarried and Brian J. Rauch and Bobbi Rauch, husband and wife, to the Warren County Board of County Commissioners, and joins in the execution hereof solely as Lienholder and does agree that in the event of the foreclosure of said mortgage, as amended, or other sale of said property described in the said mortgage, under judicial proceedings or for non-judicial reasons, the same shall be sold and the same is hereby deemed to be sold subject to the said Easement.

IN EXECUTION WHEREOF, Dennis Patrick Davis and Sherri L. Davis, husband and wife, as the Lender herein, have set their hands hereto on the dated stated below.

LENDER:

SIGNATURE: Dennis Patrick Davis

NAME: Dennis Patrick Davis

DATE: 2-17-2023

SIGNATURE: Sherri L. Davis

NAME: Sherri L. Davis

DATE: 2-17-2023

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, on this 17 day of February, 2023, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to be **Dennis Patrick Davis** and **Sherri L. Davis** on the basis of satisfactory evidence, did acknowledge the signing thereof to be their voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Cody Wingett
My commission expires:



CODY WINGETT
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
FEBRUARY 9, 2027

2/9/27

EXHIBIT A

Page 1 of 2

LPA RX 883 U

Rev. 09/12

Ver. Date 03/02/2022

PID 112909

**PARCEL 67-U
WAR-48-7.01
PERPETUAL EASEMENT FOR UTILITY PURPOSES
IN THE NAME AND FOR THE USE OF THE
WARREN COUNTY WATER & SEWER DEPARTMENT**

A perpetual easement for the construction and maintenance of a water line. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter.)

[Surveyor's description of the premises follows]

Situate in Virginia Military Survey No. 2956, in the Township of Hamilton, County of Warren, State of Ohio, and being part of a 3.209 acre (total) tract of land as conveyed to Dennis Teall and Brian J. Rauch by deed recorded in Official Record Volume 5928, page 577 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Being a parcel of land lying on the left side of the centerline of right of way of US Route 22 as determined for the WAR-48-7.01 project made by Warren County and recorded in Plat Book 105, page 62, of the Warren County, Ohio Recorder's Office and being located in the following described boundary being more particularly described as follows:

Commencing for reference at the southeast corner of said 3.209 acre tract, 0.33 feet left of centerline Station 294+24.60;

thence along the east line of said 3.209 acre tract, North twenty-six degrees forty-five minutes twenty-six seconds West (N26°45'26"W), for thirty-three and 3/100 feet (33.03') to a point on the existing north right of way line of said US Route 22 and the TRUE POINT OF BEGINNING, 33.14 feet left of centerline Station 294+28.47;

thence across said 3.209 acre tract and along the existing north right of way line of said US Route 22, South fifty-six degrees twenty-eight minutes eighteen seconds West (S56°28'18"W), for one hundred sixty-nine and 37/100 feet (169.37') to a point on the west line of said 3.209 acre tract and the east line of a 4.7373 acre tract of land as conveyed to Fifth Third Bank by deed recorded in Official Record Volume 3916, page 566, 33.02 feet left of centerline Station 292+59.10;

EXHIBIT A

Page 2 of 2

LPA RX 883 U

Rev. 09/12

thence along said lines, North twenty-six degrees forty-one minutes forty seconds West (N26°41'40"W), for twenty-nine and 84/100 feet (29.84') to a point 62.65 feet left of centerline Station 292+62.63;

thence leaving said lines and across said 3.209 acre tract, North fifty-six degrees thirty minutes forty-four seconds East (N56°30'44"E), for one hundred sixty-nine and 32/100 feet (169.32') to a point on the east line of said 3.209 acre tract and the west line of a 7.8935 acre tract of land as conveyed to Crossroads Christian Church by deed recorded in Document Number 2016-009809, 62.65 feet left of centerline Station 294+31.95;

thence along said lines, South twenty-six degrees forty-five minutes twenty-six seconds East (S26°45'26"E), for twenty-nine and 72/100 feet (29.72') to the TRUE POINT OF BEGINNING.

The above described area contains 0.115 acres, more or less, of which the present road occupies 0.000 acres, more or less and which is part of Warren County Auditor's Parcel Number currently identified as 16-05-276-006. The stations and offsets of the above description are measured from the existing centerline of right of way for State Route 48. The survey plat of which is filed in Vol. ____ Plat ____ in the Warren County Engineer's record of land surveys.

The bearings shown hereon are based on the centerline of State Route 48 from Station 150+06.40 to Station 160+27.40 as being North 03° 55' 09" East, from an adjusted field survey using multiple VRS observations to Continually Operating Reference Station (CORS) LEBA, based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) scaled to ground by 1.00009808 about the projection origin (0,0).

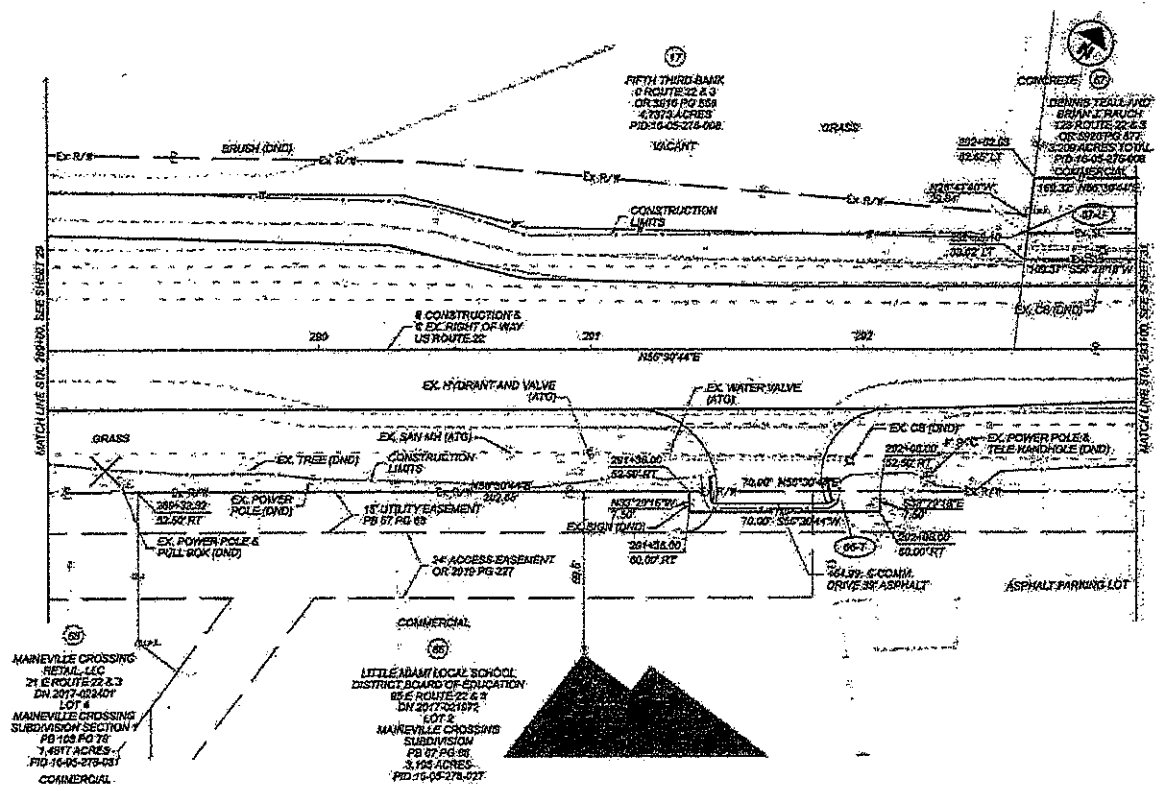
This description was prepared under the direction of Michael Jay Wilson, Ohio Registered Surveyor No. 8281, of Woolpert, Inc., based upon a field survey performed during June, 2020.



Michael Jay Wilson 3/22/2022
Michael Jay Wilson Date
Ohio Registered Surveyor #8281

WARREN COUNTY
HAMILTON TOWNSHIP
V.M.S. 2956

EXHIBIT B



RIGHT OF WAY DETAIL SHEET
STA: 288+00 TO STA: 289+00

WAR-487.01

DATE: 03-16-22
DRAWN BY: JAC
CHECKED BY: JAC
APPROVED BY: JAC

DATE	03-16-22
DRAWN BY	JAC
CHECKED BY	JAC
APPROVED BY	JAC
DATE COMPLETED	03-16-22

REV. BY	DATE	DESCRIPTION

Resolution

Number 23-0312

Adopted Date March 14, 2023

APPROVE AND ENTER INTO AN EASEMENT AGREEMENT WITH CROSSROADS CHRISTIAN CHURCH FOR WATERLINE AND APPURTENANCES FOR THE STATE ROUTE 48 AND US 22 WATER IMPROVEMENT PROJECT AND APPROVE AND AUTHORIZE PAYMENT OF JUST COMPENSATION

WHEREAS, on June 7, 2022 the Board of County Commissioners of Warren County, Ohio adopted Resolution 22-0817 determining the necessity for the appropriation of property for the construction, operation, and maintenance of approximately 6,940 feet of water line extending northward along State Route 48 from Willow Pond Boulevard to a location 440 feet north of Ridgeview Lane and for the construction, operation, and maintenance of approximately 1,600 feet of water line extending eastward along US 22 from Start Route 48 to the west property line of the 5.2 acre Parcel No. 17-35-101-004.; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements and temporary work agreements for the construction, operation and maintenance of water line improvements along said route, and authorize compensation specifically for the following properties which have been appraised for easement acquisition and negotiations conducted with the following results:

Parcel #	Owner	Type	Compensation
16-05-226-009	Crossroads Christian Church	Easement	\$11,000.00

WHEREAS, the easement area is part of a parcel or property encumbered with substantial liens and the lienholders are aware of the easement and consent to the granting of the easement;

NOW THEREFORE BE IT RESOLVED, that the Board does hereby:

- i) Approve and authorize the President or Vice-President of the Board to enter into the Easement Agreement, a copy of which is attached hereto and made a part hereof.
- ii) Approve and authorize the payment of the aforementioned monetary consideration and providing in-kind consideration as just compensation for the Easement.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Crossroads Christian Church
Water/Sewer (file)

Easement file
Recorder (certified)

Grantor: Crossroads Christian Church d/b/a Christ's Church Fellowship
Property Address: 172 Route 22 & 3
Parcel Number: 69U
Auditor's Account Number: _____

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Crossroads Christian Church d/b/a Christ's Church Fellowship**, whose tax mailing address is **PO Box 387, Mainville, Ohio 45039** (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is Installation of a waterline
_____, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of **Eleven Thousand Dollars (\$11,000.00)** and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the Hamilton Township, Warren County, Ohio, consisting of 0.084 acres, and being the same premises described in a deed recorded in D.N. 2016-009809 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.
2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement 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 partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Michael P. Engel and George Froforth the duly authorized Representatives, have set their hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

SIGNATURE: Michael P. Engel

PRINTED NAME: MICHAEL P. ENGEL

TITLE: CHAIRMAN OF ELDERS

DATE: 10/24/22

GRANTOR:

SIGNATURE: George Froforth

PRINTED NAME: George Froforth

TITLE: Elder

DATE: 10-24-22

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 24 day of October, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Michael P. Engel and George Froforth, whose title is Chairman and Elder, of Cross Roads Christian Church, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: Nicole L. Driggs
My Commission Expires: _____

[SEAL]



NICOLE L. DRIGGS
NOTARY PUBLIC
STATE OF OHIO
BUTLER COUNTY
My Commission Expires 11/14/2026

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Sharon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0312, dated 3-14-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: Sharon Jones

Printed Name: Sharon Jones

Title: President

Date: 3-14-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 14 day of March, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Sharon Jones, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell
My Commission Expires: July 15, 2026

Approved as to form by:

DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

David M. Forsell
By: Assistant Prosecutor

Date: 3/14/2023

LIENHOLDER'S CONSENT & SUBORDINATION

Clifford G. Purvis, Jr., Mark A. Gearhart, and Matthew I. Robinson, being all of the current and duly authorized Co-Trustees of the John Russell Hunt Memorial Fund, also known as the Trust created under item X of the Last Will and Testament of Joy H. Hunt, Deceased (the "Lienholder") is holder of a Mortgage, executed April 11, 2016, as recorded in Doc. # 2016-009810 on April 15, 2016, in the office of the Warren County, Ohio Recorder, which is a lien on the real estate described on Exhibit "A" and illustrated on Exhibit "B" attached to the foregoing Easement and Agreement, and hereby consents to the grant of the said easement executed by current and duly authorized trustees of Crossroads Christian Church, an Ohio not for profit corporation, a/k/a Christ's Church Fellowship at Little Miami or Christ's Fellowship at Little Miami, to the Warren County Board of County Commissioners, and joins in the execution hereof solely as Lienholder and does agree that in the event of the foreclosure of Lienholder's mortgage, or other sale of said property described in the said mortgage, under judicial proceedings or for non-judicial reasons, the same shall be sold and the same is hereby deemed to be subordinate to and sold subject to the said Easement.

IN EXECUTION WHEREOF, Clifford G. Purvis, Jr., Mark A. Gearhart, and Matthew I. Robinson, Co-Trustees of the Lienholder, have set their hands hereto in the presence of a notary public on the date(s) stated below.

LIENHOLDER:

SIGNATURE Clifford G. Purvis, Jr.
NAME: Clifford G. Purvis, Jr.
TITLE: Co-Trustee
DATE: 03/02/2023

SIGNATURE Mark A. Gearhart
NAME: Mark A. Gearhart
TITLE: Co-Trustee
DATE: 03/02/2023

SIGNATURE Matthew I Robinson
NAME: Matthew I. Robinson
TITLE: Co-Trustee
DATE: 03/02/2023

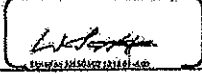
(acknowledgments are on the following page)

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STATE OF Ohio, COUNTY OF Licking, SS.

BE IT REMEMBERED, on this 03/02/2023, 2023, before me, the subscriber, a Notary Public in and for said state, appeared in person an individual known or proven on the basis of satisfactory evidence to be **Clifford G. Purvis, Jr.**, a Co-Trustee of the Lienholder who did acknowledge the signing thereof to be his voluntary act and deed, and pursuant to his fiduciary authority. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).



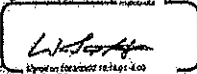
Notary Public
Print Name: _____
My commission expires: _____



Notarial act performed by audio-visual communication

STATE OF Ohio, COUNTY OF Licking, SS.

BE IT REMEMBERED, on this 03/02/2023, 2023, before me, the subscriber, a Notary Public in and for said state, appeared in person an individual known or proven on the basis of satisfactory evidence to be **Mark A. Gearhart**, a Co-Trustee of the Lienholder, who did acknowledge the signing thereof to be his voluntary act and deed, and pursuant to his fiduciary authority. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).



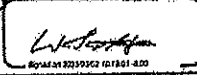
Notary Public
Print Name: _____
My commission expires: _____



Notarial act performed by audio-visual communication

STATE OF Ohio, COUNTY OF Licking, SS.

BE IT REMEMBERED, on this 03/02/2023, 2023, before me, the subscriber, a Notary Public in and for said state, appeared in person an individual known or proven on the basis of satisfactory evidence to be **Matthew I. Robinson**, a Co-Trustee of the Lienholder, who did acknowledge the signing thereof to be his voluntary act and deed, and pursuant to his fiduciary authority. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).



Notary Public
Print Name: _____
My commission expires: _____



Notarial act performed by audio-visual communication

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S.R.156-25
14-SD, 17-35A
4-8-2022

EXHIBIT A

LPA RX 883 U

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Rev. 09/12

Ver. Date 03/02/2022

PID 112909

**PARCEL 69-U
WAR-48-7.01
PERPETUAL EASEMENT FOR UTILITY PURPOSES
IN THE NAME AND FOR THE USE OF THE
WARREN COUNTY WATER & SEWER DEPARTMENT**

A perpetual easement for the construction and maintenance of a water line. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter.)

[Surveyor's description of the premises follows]

Situate in Virginia Military Survey No. 2956, in the Township of Hamilton, County of Warren, State of Ohio, and being part of a 7.8935 acre tract of land as conveyed to Crossroads Christian Church by deed recorded in Document Number 2016-009809 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Being a parcel of land lying on the left side of the centerline of right of way of US Route 22 as determined for the WAR-48-7.01 project made by Warren County and recorded in Plat Book 105, page 62, of the Warren County, Ohio Recorder's Office and being located in the following described boundary being more particularly described as follows:

Commencing for reference at the southeast corner of a 3.209 acre tract of land as conveyed to Dennis Teall and Brian J. Rauch by deed recorded in Official Record Volume 5928, page 577, 0.33 feet left of centerline Station 294+24.60;

thence along the east line of said 3.209 acre tract, North twenty-six degrees forty-five minutes twenty-six seconds West (N26°45'26"W), for forty-two and 61/100 feet (42.61') to the southwest corner of said 7.8935 acre tract and on the existing north right of way line of said US Route 22 and the TRUE POINT OF BEGINNING, 42.65 feet left of centerline Station 294+29.59;

thence continuing along said lines, North twenty-six degrees forty-five minutes twenty-six seconds West (N26°45'26"W), for twenty and 14/100 feet (20.14') to a point 62.65 feet left of centerline Station 294+31.95;

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S.R.156-25
14-5D, 17-35A
4-8-2022

EXHIBIT A

Page 1 of 3

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Rev. 09/12

Ver. Date 03/02/2022

PID 112909

**PARCEL 69-U
WAR-48-7.01
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IN THE NAME AND FOR THE USE OF THE
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A perpetual easement for the construction and maintenance of a water line. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter.)

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thence along the east line of said 3.209 acre tract, North twenty-six degrees forty-five minutes twenty-six seconds West (N26°45'26"W), for forty-two and 61/100 feet (42.61') to the southwest corner of said 7.8935 acre tract and on the existing north right of way line of said US Route 22 and the TRUE POINT OF BEGINNING, 42.65 feet left of centerline Station 294+29.59;

thence continuing along said lines, North twenty-six degrees forty-five minutes twenty-six seconds West (N26°45'26"W), for twenty and 14/100 feet (20.14') to a point 62.65 feet left of centerline Station 294+31.95;

EXHIBIT A

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thence leaving said lines and across said 7.8935 acre tract, North fifty-six degrees thirty minutes forty-four seconds East (N56°30'44"E), for eight and 90/100 feet (8.90') to a point 62.65 feet left of centerline Station 294+40.85;

thence continuing across said 7.8935 acre tract, South eighty degrees ten minutes thirty-two seconds East (S80°10'32"E), for fourteen and 58/100 feet (14.58') to a point 52.65 feet left of centerline Station 294+51.46;

thence continuing across said 7.8935 acre tract, North fifty-six degrees thirty minutes forty-four seconds East (N56°30'44"E), for one hundred seventy-five and 8/100 feet (175.08') to a point 52.65 feet left of centerline Station 296+26.54;

thence continuing across said 7.8935 acre tract, South seventy-six degrees eight minutes thirty-one seconds East (S76°08'31"E), for thirteen and 21/100 feet (13.21') to a point 42.93 feet left of centerline Station 296+35.49;

thence continuing across said 7.8935 acre tract, North fifty-six degrees eighteen minutes forty-four seconds East (N56°18'44"E), for one hundred forty-nine and 68/100 feet (149.68') to a point on the east line of said 7.8935 acre tract and the west line of a 3.922 acre tract of land as conveyed to Da Hop, LLC by deed recorded in Document Number 2021-018750, 43.00 feet left of centerline Station 297+85.32;

thence along said lines, South thirty-four degrees sixteen minutes three seconds East (S34°16'03"E), for ten and 00/100 feet (10.00') to a point on the existing north right of way line of said US Route 22, 33.00 feet left of centerline Station 297+85.42;

thence across said 7.8935 acre tract and along the existing north right of way line of said US Route 22, South fifty-six degrees eighteen minutes forty-four seconds West (S56°18'44"W), for one hundred thirty-one and 14/100 feet (131.14') to a point 33.00 feet left of centerline Station 296+54.28;

thence continuing across said 7.8935 acre tract and along the north right of way line of said US Route 22, South fifty-six degrees thirty minutes forty-four seconds West (S56°30'44"W), for twenty and 24/100 feet (20.24') to a point on the south line of said 7.8935 acre tract, 33.00 feet left of centerline Station 296+33.92;

thence along the south line of said 7.8935 acre tract and continuing along the north right of way line of said US Route 22, North thirty-three degrees twenty-nine minutes sixteen seconds West (N33°29'16"W), for nine and 65/100 feet (9.65') to a point 42.65 feet left of centerline Station 296+33.92;

EXHIBIT A

LPA RX 883 U

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thence continuing said lines, South fifty-six degrees thirty minutes forty-four seconds West (S56°30'44"W), for two hundred four and 33/100 feet (204.33') to the TRUE POINT OF BEGINNING.

The above described area contains 0.084 acres, more or less, of which the present road occupies 0.000 acres, more or less and which is part of Warren County Auditor's Parcel Number currently identified as 16-05-226-009. The stations and offsets of the above description are measured from the existing centerline of right of way for US Route 22. The survey plat of which is filed in Vol. _____ Plat _____ in the Warren County Engineer's record of land surveys.

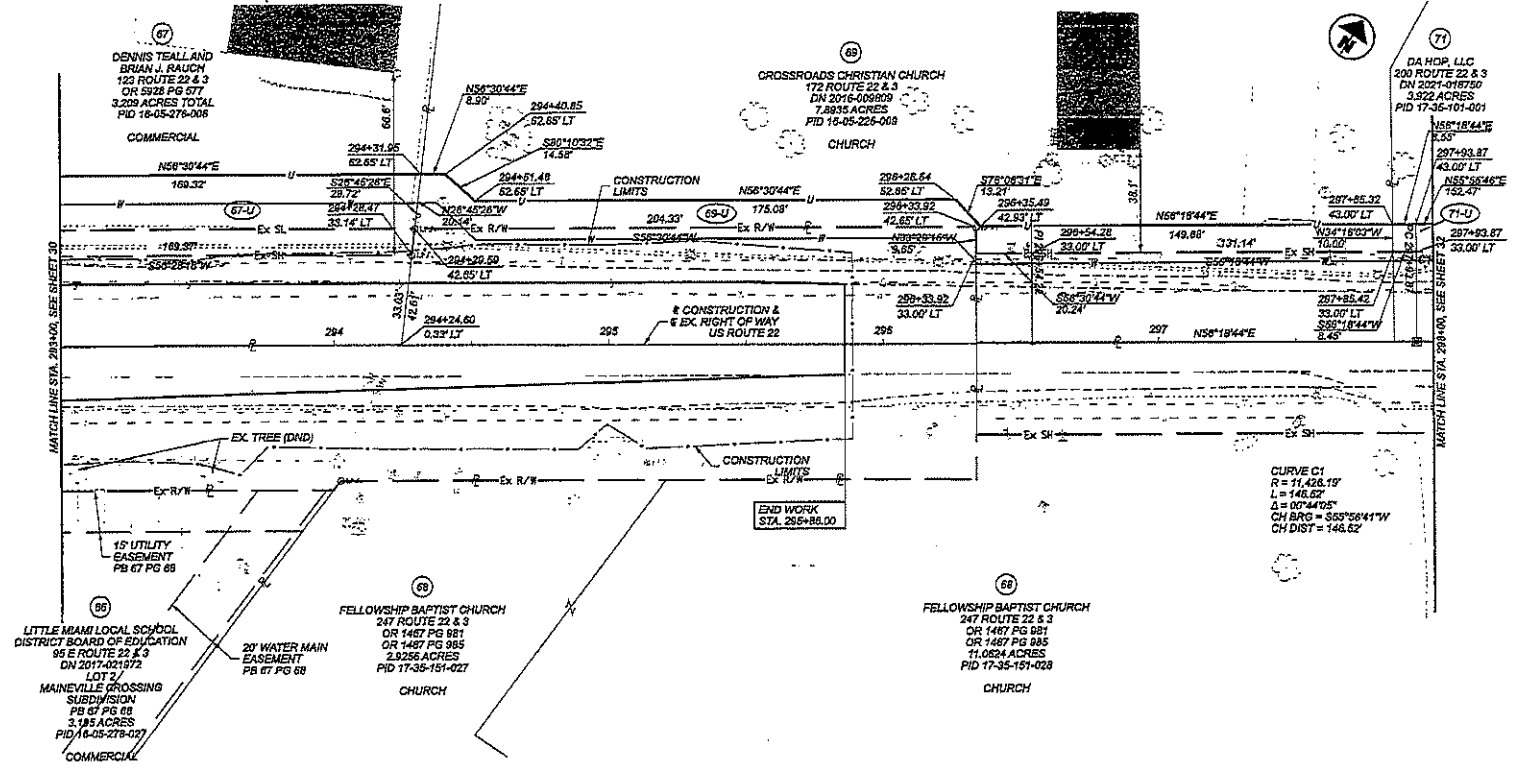
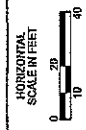
The bearings shown hereon are based on the centerline of State Route 48 from Station 150+06.40 to Station 160+27.40 as being North 03° 55' 09" East, from an adjusted field survey using multiple VRS observations to Continually Operating Reference Station (CORS) LEBA, based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) scaled to ground by 1.00009808 about the projection origin (0,0).

This description was prepared under the direction of Michael Jay Wilson, Ohio Registered Surveyor No. 8281, of Woolpert, Inc., based upon a field survey performed during June, 2020.



Michael Jay Wilson 3/22/2022
Michael Jay Wilson Date
Ohio Registered Surveyor #8281

WARREN COUNTY
HAMILTON TOWNSHIP
V.M.S. 2956



RIGHT OF WAY DETAIL SHEET
STA. 293+00 TO STA. 298+00

DESIGN AGENCY	WOLPERT
ENGINEER	TMC
REVIEWER	MJW 03-19-22
PROJECT ID	112909
SHEET	31
TOTAL	32
DATE COMPLETED	268
	289

REV. BY	DATE	DESCRIPTION

WAR-48-7.01
MODEL: 2025-03-13 14:54:42
SCALE: 1"=40.00'
DATE: 03-19-22
TIME: 10:10:10 AM
USER: C:\FLM\B\WAR-48-7.01-2025-03-13-14:54:42.dwg
PROJECT: 112909

EXHIBIT B

EXHIBIT A

LPA RX 883 U

thence leaving said lines and across said 7.8935 acre tract, North fifty-six degrees thirty minutes forty-four seconds East (N56°30'44"E), for eight and 90/100 feet (8.90') to a point 62.65 feet left of centerline Station 294+40.85;

thence continuing across said 7.8935 acre tract, South eighty degrees ten minutes thirty-two seconds East (S80°10'32"E), for fourteen and 58/100 feet (14.58') to a point 52.65 feet left of centerline Station 294+51.46;

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EXHIBIT A

LPA RX 883 U

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The above described area contains 0.084 acres, more or less, of which the present road occupies 0.000 acres, more or less and which is part of Warren County Auditor's Parcel Number currently identified as 16-05-226-009. The stations and offsets of the above description are measured from the existing centerline of right of way for US Route 22. The survey plat of which is filed in Vol. _____ Plat _____ in the Warren County Engineer's record of land surveys.

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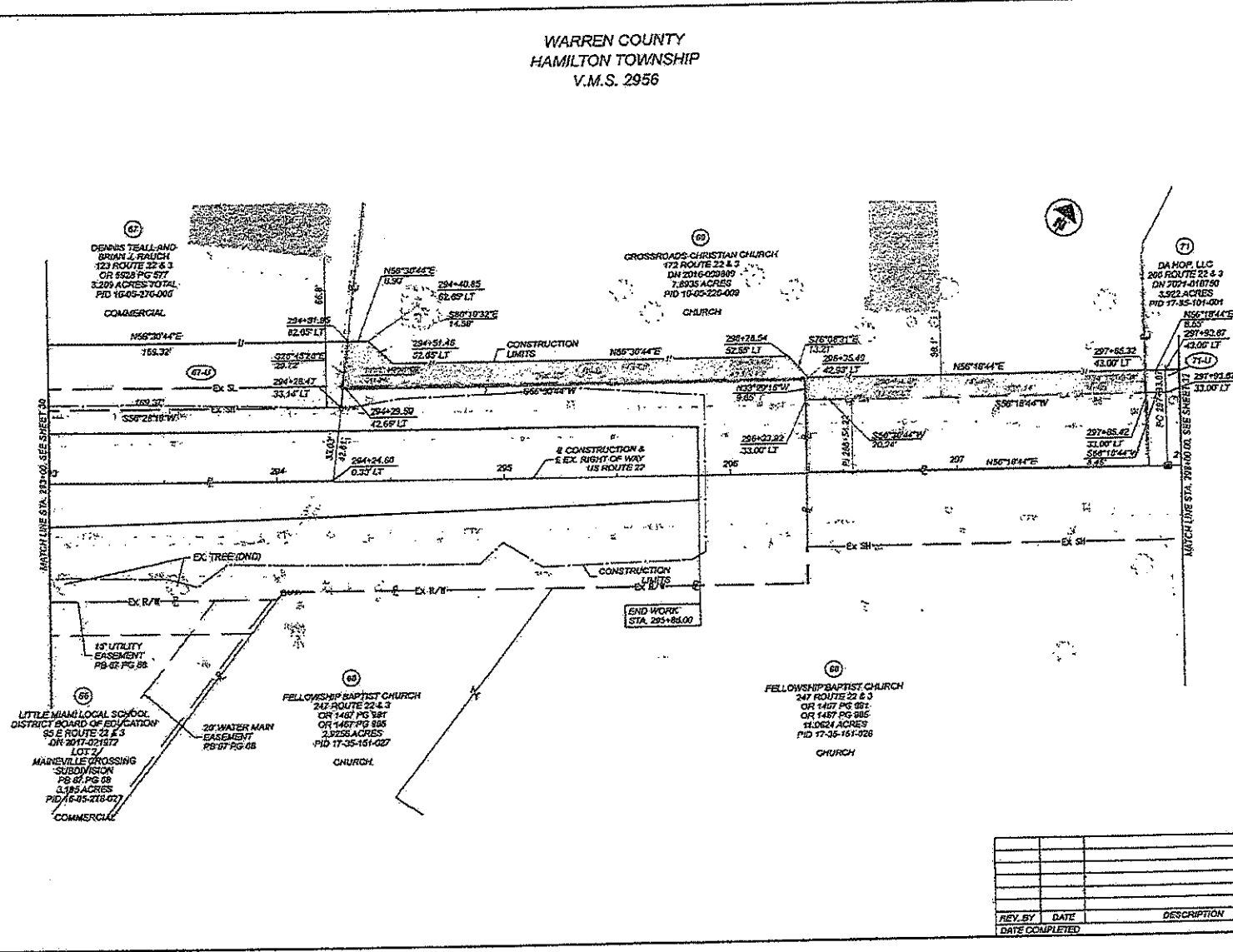


Michael Jay Wilson 3/29/2022
Michael Jay Wilson Date
Ohio Registered Surveyor #8281

75JUN15 5:45:44 PM - 15-03-11 - Remote Notary

WAR-48-7.01

Exhibit B



WARREN COUNTY
HAMILTON TOWNSHIP
V.M.S. 2956

NON-CIRCULAR
SCALE IN FEET
0 20 40
1" = 40'

RIGHT OF WAY DETAIL SHEET
STA. 293+00 TO STA. 298+00

REV. BY	DATE	DESCRIPTION

DocuVerify ID: 76DD006F9-6545-4E97-A708-BC86FB914B05
www.docuverify.com

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Resolution

Number 23-0313

Adopted Date March 14, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BACKFLOW SERVICE, INC, FOR ASSISTANCE IN MANAGING THE WATER AND SEWER DEPARTMENT BACKFLOW AND CROSS-CONNECTION PROGRAM

WHEREAS, the County desires professional services for the tracking, management, implementation, and administration of the Water & Sewer Department backflow management and cross-connection program; and

WHEREAS, the Service Provider was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which included the evaluation of proposals and interviews; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Professional Services Agreement with Backflow Services, Inc; copy of said Agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Backflow Solutions, Inc.
Water/Sewer (file)

**PROFESSIONAL SERVICES AGREEMENT
BACKFLOW AND CROSS-CONNECTION MANAGEMENT SERVICES**

This professional services agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and Backflow Solutions, Inc., an Illinois corporation (hereinafter called the "Service Provider").

WITNESSETH:

WHEREAS, the County desires professional services for the tracking, management, implementation, and administration of the Water & Sewer Department backflow management and cross-connection program.

WHEREAS, the Service Provider was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which included the evaluation of proposals and interviews; and

NOW, THEREFORE, the County and the Service Provider, for the consideration hereinafter set forth, agree that the Service Provider will complete the following services herein described.

I. SCOPE OF SERVICES

Under this agreement the Service Provider shall provide the services identified in **Attachment A - Schedule of Services**, a copy of which is provided, and made part of, this agreement.

II. COUNTY RESPONSIBILITIES

Under this agreement the County shall supply and perform the following:

1. Deliver to the Service Provider Warren County's backflow device database in comma-separated value (CSV) format. In addition, the County shall assist the Service Provider by placing at their disposal all available information pertinent to the project and furnish information in a CVS or portable device format (PDF) format.
2. When containment devices and backflow prevention devices on irrigation systems are installed within Warren County's water system the County shall register the new accounts into the Service Providers backflow program.
3. Warren County will provide a link on the Water & Sewer Department

website that directs customers, certified testers, and other users to BSI's online backflow program.

- 4 The County shall perform all field work including device inspections, coordination meetings with customers and enforcement actions including but not limited to service disconnections for non-compliance.
- 5 The County shall not accept payments associated with the Service Provider's backflow and cross-connection management program and shall direct all customers, certified backflow testers, and others to make payment through the Service Provider.

III. COMPENSATION

1. Services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work relative thereto must be upon written authorization of the County.
2. The County shall pay the Service Provider an annual subscription fee for the use of their web-based software application. Other than the annual subscription fee, all other compensation to the Service Provider shall be through the collection of service, registration, and/or convenience fees charged to County customers and certified backflow device testers. Fees shall be as stated in **Attachment B – Service, Registration, and Convenience Fees**, a copy of which is provided, and made part of, this agreement.
3. Any and all changes to the fees charged and collected by the Service Provider shall be reviewed and approved by the County.

IV. Electronic Documents and Database Information

Throughout the entire term of this Agreement, the County alone shall own the information and data contained within the backflow device database. The Service Provider shall not provide the information to outside parties without the written consent of the County. At any time throughout the term of the agreement, the Service Provider shall transfer to the County a copy of the current backflow device database in a CSV format upon written request from the County. The Service Provider shall not use information contained within the database for anything other than the implementation of the County's backflow and cross-connection management program.

The County shall also be the owners of all correspondence issued to and

collected from customers, certified backflow prevention testers, and other entities that utilize the software program. At any time throughout the term of the agreement the Service Provider shall render the County electronic copies of all correspondence in PDF format issued and collected during the contract period. The conveyance of the correspondence shall be in a format that is mutually acceptable to both parties.

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

Full implementation of the Backflow and Cross-Control Management program shall occur within 180-days of the full execution of this agreement.

VI. SUPPLEMENTARY SERVICES

Supplementary services shall be furnished by the Service Provider to the County if requested in writing by the County. The supplementary services shall commence when the Service Provider receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service. A list of optional services not included in this agreement is contained in **Attachment C – Supplemental Services**.

VII. INSURANCE

Prior to the commencement of any work, Service Provider shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. Service Provider shall further carry Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Service Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Service Provider 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. Service Provider shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

Service Provider shall carry statutory worker's compensation insurance and

statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

VIII. INDEMNIFICATION

Service Provider shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Service Provider, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Service Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Service Provider, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

IX. STANDARDS AND PRINCIPLES

Service Provider shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

X. POLICY OF NON-DISCRIMINATION

Service Provider and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

XI. PARTIES AND RELATIONSHIP OF PARTIES

Whenever the terms County and Service Provider are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Service Provider.

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Service Provider hereunder that Warren County will issue a form *1099-MISC* to Service Provider and Service Provider will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Service Provider; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs.

Service Provider also acknowledges that as an independent contractor, Service Provider will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

XII. GOVERNING LAW AND VENUE

This Agreement 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 partially or fully performed in the State of Ohio. Service Provider and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

XIII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between Service Provider and County 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.

XIV. MODIFICATION OR AMENDMENT

No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

XV. CONSTRUCTION

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

XVI. WAIVER

No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this

Agreement shall in no manner effect such party's right to enforce the same at a later time.

XVII. ASSIGNMENT

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Service Provider from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

XVIII. NOTICES

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Backflow Solutions, Inc.
Samantha McCarthy
12609 South Laramie Avenue
Alsip, Illinois, 60803

XIX. TERMINATION

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 non-performing party shall have thirty (30) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Service Provider. Service Provider shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Service Provider for all services performed to date of termination.

XX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, Backflow Solutions, Inc, has caused this agreement to be executed by Samantha McCarthy, its Sales Representative, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

BACKFLOW SOLUTIONS, INC.

SIGNATURE: 

PRINTED NAME: Samantha McCarthy

TITLE: Sales Representative

DATE: 2-21-2023

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Shannon Jones, its President, on the date stated below, pursuant to Resolution No. 23-0313, dated March 14, 2023.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 3-14-23

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 
Adam Nice

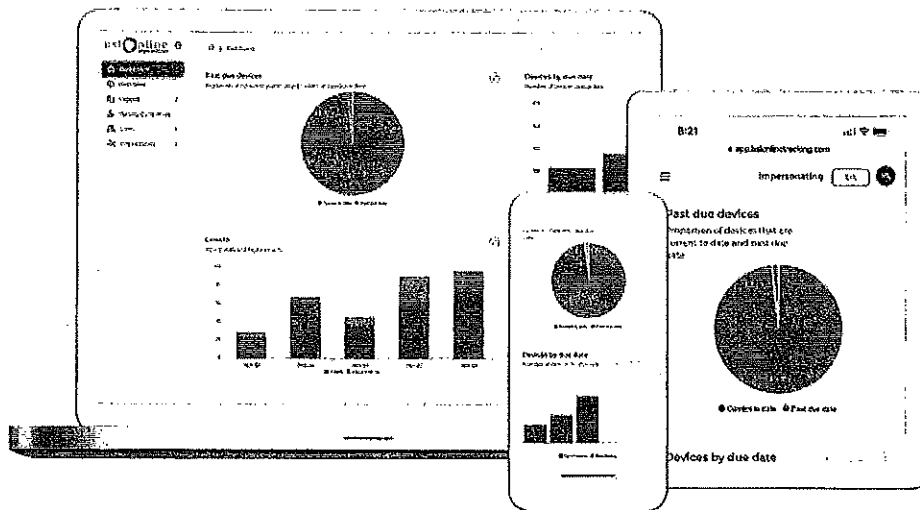
ATTACHMENT A – SCHEDULE OF SERVICES Backflow and Cross-Connection Management

Data Transition - BSI will import, modify, and format the County's backflow management database provided to BSI by the County in a CSV, XLS, XLXS electronic file format. All fees for importing and processing the data, implementation, training, and startup shall be waived and these services shall be provided to Warren County at no cost.

Notifications & Archived Copies – For each backflow device BSI will produce and print up to two customizable letters in a format acceptable to Warren County and will deliver the letters through the United States Postal Service on behalf of Warren County. The timing and wording of the letters shall be customized to Warren County's standards and formatted with the County's identification and logo. The County shall have electronic access to all notification letters generated by BSI and the letters shall be time stamped under each property address and available for review at any time.

Additional Notifications - To help increase compliance, we have a Letter Template Feature, which is used by 90% of our customers to create, generate, print & mail their own compliance or enforcement letter.

Dashboard and Real-Time Reporting - BSI shall provide the County will access to an electronic web-based portal that provides access to real-time data and customizable reports. The electronic portal shall be available for access by the County at all times. The data contain in the portal shall be capable of being manipulated, filtered, and sorted. The program shall also produce pre-populated queried reports such as monthly EPA complain reports. All reports can be viewed in the system or downloaded into a CSV format.



Program Users – The County shall have unlimited access to data with an unlimited number of simultaneous users. The program shall classify users into categories that allow different roles and permissions. Information, notifications and permissions to different users shall be granted or restricted based on Warren County's needs.



Online Test Submittal – BSI shall provide certified backflow testers access to the Cloud-based, real-time program to allow testers to submit completed backflow test data. The program shall be accessed anywhere, whether the tester is in the field or at their office.

Validation of Test Results – Each test form shall be globally coded to compute based on State standards per device type. BSI Online automatically shall compute if a test passes/fails based on those set standards and the readings entered by the tester. Upon submission, a copy of the test shall be sent via email to Warren County and the County's data shall be update instantly. BSI shall store copies of the test on the tester side and Warren County side of the program.

Validation of Tester Licenses/Test Gauge Calibrations - BSI shall verify with the Water Purveyor all pertinent credentials being tracked for both testers and testing companies. BSI shall tack the expiration date of credentials, turning from green to red the closer it is to expiration. Once red, the tester shall be locked out from entering tests until an updated copy is uploaded into the system or sent to BSI's office for vetting.

Personalized Service & Support – BSI shall provide unlimited customer service/support for the Warren County, testing companies, and water customers, for the life of the contract, without additional support fees. BSI shall provide well-trained staff to answer inquiries. Warren County shall also be assigned an account manager dedicated to the County's backflow program.

Web Portal for Water Customers – County water customers shall be provided access to BSI's Cloud-based, real time program. All notifications to water customers shall be equipped with a unique identifier, a Customer Confirmation Number or CCN, on the top right of their notifications. Customer shall be able to use their CCN to look up a list of local, certified backflow testers on BSI's website who meet the criteria set by Warren County or find out if their backflow test was entered by their contractor.

IT Support – BSI shall provide IT staff members available to identify and resolve any issues that may arise. BSI shall troubleshoot any issue Warren County experiences in the program and start working on a resolution immediately.

Support Log & Security – BSI's system is built on the foundation of accountability and transparency. All transactions are time stamped with usernames. Each interaction with your backflow program shall be fully auditable and accessible to Warren County at any time. Whether it is a contact with the Water Purveyor, the testing community, or a water customer, Warren County shall be able to continuously monitor your program. The Water Purveyor is always able to monitor and stay up to date with any issues, comments, or concerns.

Online Payments – BSI shall provide a secure online payment portal allowing water customers or certified backflow testers to make annual payments for the registration and processing of backflow test results. BSI shall also accept payments made by checks and mailed to their address. BSI shall deposit payment made by customers and shall render to Warren County payments in excess of BSI's service fees.



ATTACHMENT B – SERVICE, REGISTRATION, AND CONVENIENCE FEES*

Tier 1: Standard

\$495.00 annual subscription fee to the County

\$15.95 per test paid by the Testers

2 notifications (initial and overdue)

*Additional funds added to the filing fee above will be rebated back to the Water Purveyor monthly, less 5% processing fees.



ATTACHMENT C – SUPPLEMENTAL SERVICES Not included in Agreement

Mail Surveys

1. **Turnkey Service - \$5.00 per address + \$500 implementation cost**
 - a. This option includes printing, mailing, and cataloging of all results.
 - b. Customers will receive (1) survey form mailed via USPS First Class mail.
 - c. A comprehensive report will be furnished to the Water Purveyor upon completion.
 - d. If backflow assembly data is acquired from the survey responses, BSI can add those to the online database upon the Water Purveyor's approval.
2. **BSI Cataloging Only - \$3.50 per result**
 - a. With this option, the Water Purveyor can print and distribute your own survey.
 - b. All electronic and mail responses will be returned to BSI to catalog results.
 - c. A comprehensive report will be furnished to the Water Purveyor upon completion.
 - d. Total cost based on returned results.
3. **Custom URL Only - \$900.00**
 - a. As a BSI backflow tracking customer, we can provide templates to perform the survey internally.
 - b. All responses will be forwarded to the Water Purveyor to catalog.

Remediation

**\$995 startup fee
\$5.00 per address**

1. Send an initial (1) letter instructing the property owner to comply with the requirements.
2. If the proper action is not taken by the time frame the Water Purveyor determines, we will send one (1) additional follow up notice.
3. This data will be stored in a separate database online for you to access all accounts, activity, and compliance status.
4. Once the property complies, they will be moved into your annual tracking database.

Inspections

**\$200 per meter connection
*Minimum of 50 to initiate project**

1. Licensed, experienced staff.
2. Customer service and support.
3. Insurance.
4. Notification to property before and after inspection.
5. USC, TREEO, ASSE, and AWWA Certified Project Manager.

FOG

**\$1,500 initial start-up cost per 100 properties
\$2,000 annually per 100 properties.**

1. One (1) notification annually to property.
2. Online manifest entry by haulers or property.
3. Customer service and support.
4. Simplified reporting and exporting (CSV format) functions of real-time data.

Page -11-



Additional Services continued...

CCC Program Review and Consultation

\$3,500 one-time (typically year 1) or annual retainer

1. Ordinance creation, review, editing, and/or consultation.
2. Creation of public education documents.
3. Review of processes and program procedures to help make more efficient and with the goal of increasing compliance.



AFFIDAVIT OF NON COLLUSION

STATE OF Illinois
COUNTY OF COOK

I, Samantha McCarthy holding the title and position of Sales Representative at the firm **Backflow Solutions, Inc.**, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

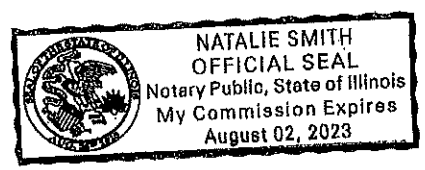
[Signature]
AFFIANT

Subscribed and sworn to before me this 21st day of February, 2023.

[Signature]
(Notary Public),

Will County.

My commission expires August 2nd 2023.



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

Resolution

Number 23-0314

Adopted Date March 14, 2023

APPROVE THE CONTRACT BETWEEN THE FAMILY AND CHILDREN FIRST COUNCIL OF SENECA COUNTY AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between the Family and Children First Council of Seneca County and Mary Haven Youth Center to provide placement services from March 14, 2023 through December 31, 2023. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Seneca County Family and Children First Council o
Juvenile (file)
Mary Haven Youth Center (file)

**Contract for Residential Treatment Services
Between
Warren County, Ohio and Seneca County, Ohio**

This contract is entered into and effective as of the date last signed below, between by and between the Warren County Board of Commissioners on behalf of the Warren County Probate Juvenile Court, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Warren County") and the Family and Children First Council of Seneca County, whose address is 928 W. Market St. Suite A, Tiffin, Ohio (hereinafter Seneca County).

Whereas Seneca County needs secure residential treatment services for male juvenile offenders; and

Whereas Warren County has such a program, referred to as the Mary Haven Youth Center, and is willing to provide this service to Seneca County.

Now, Therefore, the parties mutually agree as follows:

1. Contingent on available space, Warren County agrees to provide secured residential treatment including the Response Ability Pathways (RAP) program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.
2. Seneca County will pay a per diem of **\$175.00** per bed or individual placed with Warren County.
3. The parties agree the initial term of said Agreement shall be from March 1, 2023 through February 28, 2024. The parties may extend this contract by executing written extensions at the end of the initial term. The parties further agree that the per diem shall be renegotiated and calculated before each annual extension.
4. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services. Warren County has the sole discretion to determine whether a child will be placed in the Mary Haven Youth Center.
5. Seneca County agrees and acknowledges that medical and dental care are not provided by Warren County. Further, all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center. Seneca County shall provide notice of this responsibility to the parent/guardian/custodian in advance of any placement with Warren County at the Mary Haven Youth Center.
6. Warren County shall prepare a monthly invoice for Seneca County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Seneca County in full within thirty (30) days from the date of the invoice. The failure of Seneca County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to **Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio, 45036.**
7. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility to maintain placement. A refusal to participate in programs may result in a child being removed from the program. Reasonable advanced notice will be provided Seneca County prior to any child being removed from the Mary Haven Youth Center.

child's education. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.

9. Either party may terminate this agreement for convenience by providing 15 days advanced written notice of the termination. Seneca County shall pay in full for all services provided by Warren County prior to the effective date of the termination.
10. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees, and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
11. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, the venue for any legal disputes arising under this Agreement shall be Warren County Common Pleas Court.
12. This Agreement shall not be modified or amended in any way unless it is done so in a written document executed by both parties.
13. The Parties agree that the terms recited herein are the entire Agreement.

In Execution Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

Seneca County ~~Board of Commissioners:~~ *Family; Children First Council*

Mary Lou

President Director R

3/1/23

Date

SHARON GEORGE

Printed Name

Resolution No. _____

Approved as to form only _____


_____ Date

Warren County Board of Commissioners:



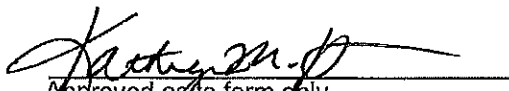
President

Date 3.14.23



Printed Name

Resolution No. 23.0314



Approved as to form only
Warren County Prosecutor's Office

3/8/23
Date

AFFIDAVIT OF NON-COLLUSION

STATE OF Ohio
COUNTY OF SENECA

I, Sharon George holding the title and position of Director at the firm Seneca County RCF, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

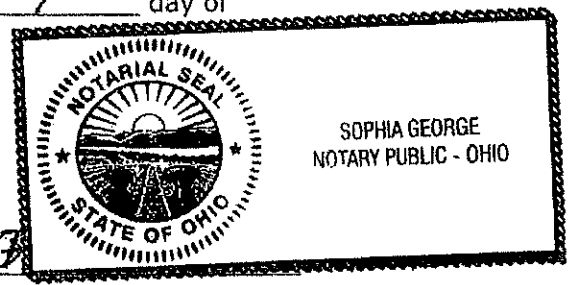
Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

[Signature]
AFFIANT

Subscribed and sworn to before me this March 9th day of March 2023

[Signature]
(Notary Public),
Seneca County.

My commission expires August 17 2023



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0315

Adopted Date March 14, 2023

AUTHORIZE WARREN COUNTY ADMINISTRATOR, ON BEHALF OF THE COUNTY COMMISSIONERS, TO SIGN A GRANT AGREEMENT WITH THE OHIO EMERGENCY MANAGEMENT AGENCY RELATIVE TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG).


BE IT RESOLVED, to authorize the Warren County Administrator, on behalf of the County Commissioners, to sign the Grant Agreement, and corresponding Assurances, with the Ohio Emergency Management Agency relative to the Emergency Management Performance Grant (EMPG), as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Ohio Emergency Management Agency
Emergency Services (file)

**OHIO EMERGENCY MANAGEMENT AGENCY
GRANT AGREEMENT**


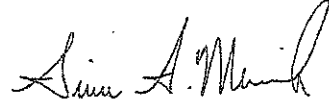
Subrecipient Grant Agreement #	Subrecipient Vendor ID #	Federal Pass-Thru #	AL #	State Fund #	State Grant #
71735	52991	EMC-2022-EP-00006	97.042	3370	DPSFE272
FY2022 Emergency Management Performance Grant Program		Total Award		Performance Period	
Warren County Emergency Management Agency		\$128,850.00		10/01/2021 – 12/31/2023	
Subrecipient Signatory Office/Address			Recipient Office/Address		
Name/Title	Tiffany Zindel, County Administrator		Name/Title	Sima S. Merick, Executive Director	
Agency	Warren County Emergency Management Agency		Agency	Ohio Emergency Management Agency	
Address	520 Justice Drive		Address	2855 W. Dublin Granville Road	
City, Zip	Lebanon	OH 45036	City, Zip	Columbus	OH 43235-2206

- Grant Award Requirements**
- The following forms must be filled out, signed and returned with to the Ohio EMA Grants Branch via e-mail to EMA_Grants@dps.ohio.gov within sixty (60) days after receipt of this Award:
 - Grant Agreement – (Insert Subrecipient Grant Manager and Fiscal Contact information)
 - Assurances & Disclosure of Lobbying Agreement
 - Signatory of this Agreement must have authority to obligate the Subrecipient.
 - Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Notice of Award document has been returned to Ohio EMA.
 - Subrecipient agrees to submit through revised Baseline Work Plan any significant revisions to their pre-approved budget, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision.
 - Subrecipient will draw down funds through submission of a “Request for Cash” to include proof of cost and proof of payment documentation
 - When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e. request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) or submission of pre-approved non-competitive procurement form.
 - Subrecipient will submit the Ohio EMA non-competitive procurement form to Ohio EMA prior to making a “sole source” purchase for required pre-approval. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
 - All procurements exceeding \$10,000 must be pre-approved by Ohio EMA prior to obligation of funds
 - Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements.
 - Subrecipient affirms that funds will be disbursed within ten (10) days of receipt.
 - Subrecipient agrees that it cannot undertake any project having potential impact on Environmental and Historical Preservation (EHP) resources without the prior approval of DHS-FEMA. Subrecipient must comply with all conditions placed on a project as a result of the EHP review. A change in scope of work will require EHP re-evaluation.

- The EMPG Grant requires a **50% match**. Subrecipients may only provide up to 25% of their federal award with third party in-kind (soft match) contributions. Any in-kind match requires proper documentation.
- **Subrecipient is required to submit quarterly Requests for Cash via EM Grants. Requests for Cash are due until all funds are expended, de-obligated or until the period of performance ends.**
- Failure to demonstrate progress or report progress on a quarterly basis will result in de-obligation of grant funding.
- Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended.
 - Subrecipient shall use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in **2 CFR 200**; in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in **2 CFR 200**.
 - Subrecipient shall only use funds in accordance with the FY2022 EMPG Federal and State guidance and the rules, regulations and requirements contained within.
 - Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds.
 - Subrecipient shall not utilize federal funds as a match for this grant.
 - Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant - federal or otherwise.
 - Subrecipient agrees to update and finalize the Bi-annual Strategy Implementation Report (BSIR) within the time frames provided by and as directed by Ohio EMA.
 - Subrecipient agrees to submit a current Master Asset Listing along with a yearly inventory certification within 30 days after December 31 of each year for grant funded assets from the current and any previous awards.
 - Subrecipient shall submit policies and procedures annually as guided by the Ohio EMA Grants Branch.
 - Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, & shall specify the changes & justification.
- This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
- Authorized Program Expenditures include: Planning, Organization, Personnel, Equipment, Training, and Administration as outlined in the county's application and in accordance with FY2022 EMPG guidance.
- Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as SAA.
- Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any & all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA, Ohio Department of Public Safety, or U.S. Department of Homeland Security.
- This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective & valid under applicable law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
- Recipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
- In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that US DHS-FEMA or the State of Ohio determines that

funds are not appropriated or otherwise available to support continuation of this sub-grant, the sub-grant shall be canceled. A determination of unavailability of funds shall be final and conclusive.

- Recipient may request review any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
- Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during normal business hours for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
- Subrecipient is prohibited from transferring funds among direct cost categories, programs, functions, or activities without prior written approval from Ohio EMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget Ohio EMA last approved.
- Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
- Subrecipient shall provide such information as may be requested by U.S. DHS to ensure compliance with any applicable environmental laws and regulations.
- Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
- Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Ohio EMA and U.S. DHS.
- Per DHS special conditions of the FY2022 EMPG, the Subrecipient and Subrecipient's employees may not engage in trafficking of persons, procurement of commercial sex acts and/or use of forced labor in the performance of this award or during the duration that this award is in place.
- Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.
- Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
- Subrecipient agrees to reimburse Grantor for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this agreement.
- Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to sub-recipients actions under this Agreement

Subrecipient Signatory Official(s)	Date	Grantee Signatory Official	Date
* 			02/06/2023
Tiffany Zindel, County Administrator Warren County Emergency Management Agency		Sima S. Merick, Executive Director Ohio Emergency Management Agency, State Administrative Agency	

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Summary Sheet for Assurances and Certifications

Grant Year: FY2022

Grant Program: EMPG

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I SF-424B, Assurances for Non-construction Programs
- Part II SF-424D, Assurances for Construction Programs
- Part III GG Lobbying Form, Certification Regarding Lobbying
- Part IV SF LLL, Disclosure of Lobbying Activities *(if applicable)*

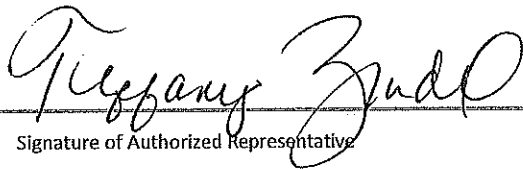
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Tiffany Zindel

County Administrator

Typed Name of Authorized Representative

Title



Signature of Authorized Representative

3/1/2023

Date Signed

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

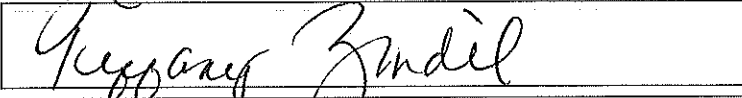
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Administrator
APPLICANT ORGANIZATION Warren County Board of Commissioners	DATE SUBMITTED 03/01/2023

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

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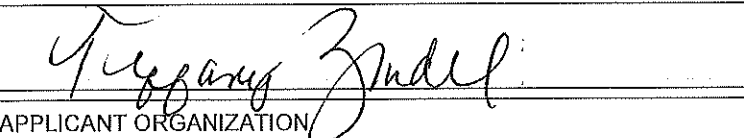
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1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: 	TITLE County Administrator
APPLICANT ORGANIZATION Warren County Board of Commissioners	DATE SUBMITTED 03/01/2023

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

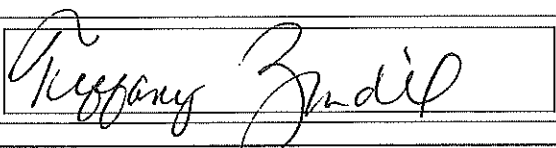
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

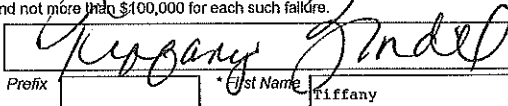
If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Warren County Board of Commissioners	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Tiffany"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Zindel"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="County Administrator"/>	
* SIGNATURE: 	* DATE: <input type="text" value="03/01/2023"/>

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/>					
* Name: Warren County Department of Emergency Services					
* Street 1: 520 Justice Drive Street 2: _____					
* City: Lebanon State: OH: Ohio Zip: 45036					
Congressional District, if known: _____					
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:					
* Name: Ohio Emergency Management Agency					
* Street 1: 2855 W. Dublin-Granville Road Street 2: _____					
* City: Columbus State: OH: Ohio Zip: 43235					
Congressional District, if known: OH-15					
6. * Federal Department/Agency: DHS/FEMA			7. * Federal Program Name/Description: Emergency Management Performance Grant		
			CFDA Number, if applicable: 97.042		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant:					
Prefix _____ * First Name Tiffany Middle Name _____					
* Last Name Zindel Suffix _____					
* Street 1 _____ Street 2 _____					
* City _____ State _____ Zip _____					
b. Individual Performing Services (including address if different from No. 10a)					
Prefix _____ * First Name _____ Middle Name _____					
* Last Name _____ Suffix _____					
* Street 1 _____ Street 2 _____					
* City _____ State _____ Zip _____					
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.					
* Signature: 					
* Name: Prefix _____ * First Name Tiffany Middle Name _____					
* Last Name Zindel Suffix _____					
Title: County Administrator Telephone No.: _____ Date: 03/01/2023					
Federal Use Only:					Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

State of Ohio
Ohio Emergency Management Agency
NIMS Compliance Certification Statement.

I, Tiffany Zindel, County Administrator of Warren County. I have reviewed Warren County Department of Emergency Services' application and supporting documentation to the Ohio Emergency Management Agency for NIMS implementation and compliance with NIMS objectives.

I hereby certify:

- (1) that the Warren County has sufficient legal authority provided by Warren County's lawfully enacted or promulgated statutes, ordinances, or regulations to adopt the NIMS requirements;
- (2) that such statutes, ordinances, or regulations are in full force and effect on the date of this certification;
- (3) that the tasks necessary to implement NIMS requirements have been accomplished to the "good faith effort" standard within Warren County by all disciplines receiving direct benefit as a result of federal preparedness funding; and
- (4) that Warren County Department of Emergency Services has reviewed the specific tasks in the FEMA NIMS Implementation Objectives and completed the annual NIMS survey as provided by the Ohio EMA in its grant announcement.

To assist Ohio EMA's review of this application, additional evidence of compliance may be requested and reviewed by Ohio EMA and must be made available upon request. I understand failure to provide the information may result suspended or terminated funding.



Tiffany Zindel
County Administrator
3/1/2023

Resolution

Number 23-0316

Adopted Date March 14, 2023

ACKNOWLEDGE PAYMENT OF BILLS

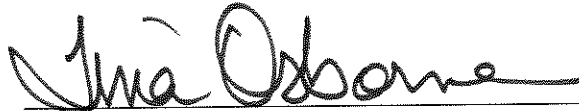
BE IT RESOLVED, to acknowledge payment of bills from 3/7/23 and 3/9/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-0317

Adopted Date March 14, 2023

APPROVE VARIOUS RECORD PLATS

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

- The Estates at Walnut Grove Subdivision Revision One – Deerfield Township
- Silver Grove Farm Two – Franklin Township

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 23-0318

Adopted Date March 14, 2023

ACCEPT AMENDED CERTIFICATE FOR SHERIFF'S OFFICE FUND 2293 AND
APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND 2293

WHEREAS, the Warren County Sheriff's Office has indicated they received additional revenue to the amount of \$10,000.00 in Sheriff's Office Fund 2293; and

WHEREAS, in order to expend said funds a supplemental appropriation is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of \$10,000.00 and approve the following supplemental adjustment within Warren County Sheriff's Office Fund 2293:

\$24,000.00 into 22932200-5320 E-BUDGET-BUDGET (Capital Purchases)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Sheriff (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, March 10, 2023

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2023, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2023	Taxes	Other Sources	Total
Sheriff Grants	\$15,082.00		\$10,000.00	\$25,082.00
Fund 2293				
TOTAL	\$15,082.00	\$0.00	\$10,000.00	\$25,082.00


 _____)
 _____)
 _____) Budget
 _____) Commission

AMEND 23 03
 Fund 2293 +10,000.00
 2293 45200

Resolution

Number 23-0319

Adopted Date March 14, 2023

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the first quarter of their 2023 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$44,308.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 23-0320

Adopted Date March 14, 2023

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #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; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of February 2023:


\$ 51,984.12	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 2,169.67	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 60,004.10	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 2,384.57	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

Mrs. Jones - yea
Mr. Young - yea
Mr. Grossmann - yea

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

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

Resolution

Number 23-0321

Adopted Date March 14, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #2258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$100,000 into #22585800-5663 (Classroom Training)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OhioMeansJobs (file)

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

Resolution

Number 23-0322

Adopted Date March 14, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT CLERK FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into County Court Clerk's Fund #11011282 in order to process a vacation leave payout for Tiffany Dority former employee of County Court Clerk:


\$1,428.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011282-5882	(County Court Clerk - Vacation Leave Payout)

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)
OMB

Resolution

Number 23-0323

Adopted Date March 14, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO CORONER FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Coroner Fund #11012100 in order to process a vacation leave payout for Ronald Robertson former employee of Coroner:

\$8,458.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012100-5882	(Coroner - Vacation Leave Payout)

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0324

Adopted Date March 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS GENERAL
FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,000.00	from	11011220-5820	(Health & Life Insurance)
	into	11011220-5210	(Materials & Supplies)

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0325

Adopted Date March 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,000 from #11011300-5820 (Health & Life Insurance)
 into #11011300-5910 (Other Expense)

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 23-0326

Adopted Date March 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE PROBATE COURT
FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustment within JUV Probation
fund #11012500:

\$ 2,000.00	from	11012500-5210	(JUV Prob Material & Supplies)
	into	11012500-5940	(JUV Prob Travel)

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 23-0327

Adopted Date March 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE TREASURER'S OFFICE
FUND 2249

BE IT RESOLVED, to approve the following appropriation adjustment:

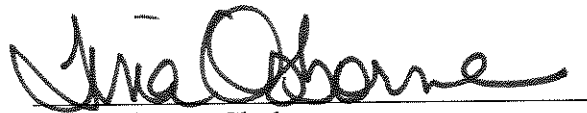
\$ 2,200.00	from	22491130-5940	(Travel)
	into	22491130-5370	(Software Non-Data Board)

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation Adj. file
Treasurer (file)

Resolution

Number 23-0328

Adopted Date March 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$21,064.12 from #22735100-5320 (Capital Purchases)
into #22735100-5370 (Software-Non-Data Board)

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 23-0329

Adopted Date March 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2283

BE IT RESOLVED, to approve the following appropriation adjustment within County Court Fund 2283:

\$1000.00 from #22831280-5400 (Purchased Services)
 into #22831280-5911 (Nontax Meal Fringe)

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

Resolution

Number 23-0330

Adopted Date March 14, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

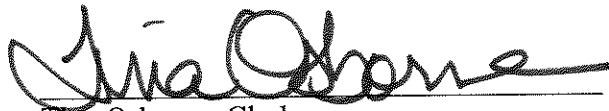
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	MOBILCOMM INC	TEL EMERGENCY REPLACEMENT POWE	\$ 17,631.50
TEL	MOBILCOMM INC	TEL EMERGENCY SPARE REPLACEMEN	\$ 15,151.50

3/14/2023 APPROVED


Tiffany Zindel, County Administrator

Resolution

Number 23-0331

Adopted Date March 14, 2023

HIRE MCKENNA HAMMONDS AS A PART-TIME INVESTIGATIVE CASEWORKER II,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION

WHEREAS, Ms. Hammonds has completed the required CORE training and is currently attending Wright State University and is able to work part-time; and

WHEREAS, the department has recommended to hire Ms. Hammonds as an Investigative Caseworker part-time with the option of full-time upon graduation; and

NOW THEREFORE BE IT RESOLVED, to hire McKenna Hammonds, as a part-time Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, part-time permanent, non-exempt status (24-30 hours per week), Pay Grade #16, \$21.74 per hour, effective March 29, 2023, subject a background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

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

Resolution

Number 23-0332

Adopted Date March 14, 2023

HIRE SAVANNAH TAYLOR AS ON-GOING CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Savannah Taylor, On-Going Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #16, \$21.74 per hour, under the Warren County Job and Family Services compensation plan, effective April 3, 2023, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
S. Taylor's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0333

Adopted Date March 14, 2023

HIRE TYLER BELL AS INVESTIGATIVE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Tyler Bell, Investigative Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #14, \$20.25 per hour, under the Warren County Job and Family Services compensation plan, effective March 27, 2023, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
Tyler Bell's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0334

Adopted Date March 14, 2023

APPROVE REZONING APPLICATIONS OF JAMES AND TERRY BANKER (CASES #2023-01, 2023-02, 2023-03), TO REZONE APPROXIMATELY 102.879 ACRES FROM "R1B" SINGLE FAMILY RESIDENTIAL (1 ACRE DENSITY) AND "B1" NEIGHBORHOOD COMMERCIAL BUSINESS TO "A1" AGRICULTURAL ZONE IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met this 14th day of March 2023, to consider the public hearing for the rezoning application of James and Terry Banker, owners of record (Cases #2023-01, 2023-02, 2023-03), to rezone approximately 102.879 (Parcel Numbers 12-10-101-001-0, 12-10-151-002-0, 12-11-100-033-0, & 12-11-100-021-0) located at 619 McClure Road in Turtlecreek Township from "R1B" Single Family Residential (1 acre density) and "B1" Neighborhood Commercial Business Zone to "A1" Agricultural Zone; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and the decision of the Rural Zoning Commission and there was no one present to speak in favor of or in opposition to said rezoning applications; and

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of James and Terry Banker, owners of record (Cases #2023-01, 2023-02, 2023-03), to rezone approximately 102.879 (Parcel Numbers 12-10-101-001-0, 12-10-151-002-0, 12-11-100-033-0, & 12-11-100-021-0) located at 619 McClure Road in Turtlecreek Township from "R1B" Single Family Residential (1 acre density) and "B1" Neighborhood Commercial Business Zone to "A1" Agricultural Zone.

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

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

Resolution adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees