Number 24-0567

Adopted Date _ April 30, 2024

HIRING RYLEE HARVILLE AS AN INTERN WITHIN WARREN COUNTY EMERGENCY **SERVICES**

WHEREAS, Ms. Harville will assist Emergency Services with multiple projects.

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Rylee Harville as an Intern within Warren County Emergency Services, non-exempt status (up to 40 hours per week), \$14.00 per hour, classified, effective May 13, 2024, subject to a negative drug screen and background check (BCI); and

BE IT FURTHER RESOLVED, Ms. Harville's employment is temporary and will end in August 2024 or sooner if assistance is no longer needed.

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 – absent

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

H/R

cc:

Emergency Services (file) R. Harville's Personnel file OMB - Sue Spencer

Number 24-0568

Adopted Date _ April 30, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR FRANCIS FICKE WITHIN WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Francis Ficke, LEPC/Grants Coordinator, within Warren County Emergency Services, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Francis Ficke's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$22.30 per hour effective pay period beginning May 4, 2024.

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 - absent

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

Emergency Services (file) cc:

F. Ficke's Personnel File

OMB - Sue Spencer

Number_24-0569

Adopted Date _ April 30, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR KAITLYN NILES WITHIN WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Kaitlyn Niles, Emergency Communications Operator, within Warren County Emergency Services, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Kaitlyn Niles' 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 May 2, 2024.

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 - absent

Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Emergency Services (file) K. Niles' Personnel File OMB - Sue Spencer

Number 24-0570

Adopted Date April 30, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR ANDREW WAGENKNECHT WITHIN WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Andrew Wagenknecht, Emergency Communications Operator within Warren County Emergency Services, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Andrew Wagenknecht's completion of 365day probationary period and to approve a pay increase to end of probationary rate of \$20.80 per hour effective pay period beginning May 2, 2024.

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 - absent

Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Emergency Services (file)

A. Wagenknecht's Personnel File

OMB - Sue Spencer

Number 24-0571

Adopted Date April 30, 2024

APPROVING PAY INCREASE FOR CRAIG MYERS WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Craig Myers obtained an Ohio EPA interim laboratory certification; and

WHEREAS, the training and interim certification enables Mr. Myers to collect water samples and complete the testing of Fluoride, Chlorine, pH, Alkalinity, and Hardness for Ohio EPA regulatory reporting purposes; and

WHEREAS, pursuant to Water and Sewer Work Rule number 3.2, employees maintaining an Ohio EPA laboratory certification are entitled to a five (5) percent increase.

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Craig Myers within the Water and Sewer Department, at \$26.00 per hour, effective pay period beginning May 4, 2024.

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 – absent Mr. Young - yea Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Water/Sewer (file)

C. Myers' Personnel File OMB – Sue Spencer

Number_ 24-0572

Adopted Date _ April 30, 2024

APPROVING THE PROMOTION OF SHAWN MARTIN TO THE POSITION OF WATER TREATMENT PLANT OPERATOR II WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Martin has obtained his Class II Water Supply I license; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Shawn Martin, to the position of Water Treatment Plant Operator II of Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 17, at \$31.36 per hour, effective pay period beginning April 20, 2014.

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 – absent Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

Water/Sewer (file)

cc:

Shawn Martin's Personnel file

OMB-Sue Spencer

Number_24-0573

Adopted Date April 30, 2024

AMENDING RESOLUTION #23-1653, ADOPTED DECEMBER 12, 2023, TO REFLECT THE CORRECT NAME OF BAILEY RINALDO WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #23-1653, adopted December 12, 2023, Employee Bailey Rinaldo's name was spelled incorrectly.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-1653, adopted December 12, 2023, to correct the resolution to reflect the correct the spelling of Bailey Rinaldo.

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 – absent Mr. Young – yea Mr. Grossmann – yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

TELYBRO

stal Powell, Clerk

cc:

B. Rinaldo's Personnel file Children Services (file)

S. Spencer

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution Number 24-0574

Adopted Date _ April 30, 2024

AMENDING RESOLUTION #24-0480, ADOPTED APRIL 9, 2024, TO REFLECT THE NEW HIRE DATE OF MD ATIQUR RAHMAN WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Md Atiqur Rahman has requested to amend his start date from May 6, 2024, to May 13, 2024.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #24-0480, adopted April 9, 2024, to reflect the new hire date for Md Atiqur Rahman to be effective May 13, 2024.

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 - absent

Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

Md Atiour Rahman's Personnel file

Water and Sewer (file)

S. Spencer

cc:

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 24-0575

Adopted Date _April 30, 2024

ADVERTISING FOR BIDS FOR THE COLUMBIA ROAD AND DAVIS ROAD/MYRTLE AVE. ROUNDABOUT

BE IT RESOLVED, to advertise for bids for the Columbia Road and Davis Road/Myrtle Ave. Roundabout for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the Warren County website, beginning the week of May 05, 2024; bid opening to be May 23, 2024 @ 2:00 p.m.

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 - absent

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Engineer (file) OMB Bid file

Number_24-0576

Adopted Date April 30, 2024

ENTERING INTO CONTRACT WITH SC CONSTRUCTION AND MATERIALS, LLC FOR THE 2024 CHIP SEAL PROJECT

WHEREAS, pursuant to Resolution #24-0485 dated April 09, 2024, this Board approved a Notice of Intent to Award Bid for the 2024 Chip Seal Project to SC Construction and Materials, LLC, for a total bid price of \$271,676.30; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with SC Construction and Materials, LLC, 800 Nathan Denton Road, Seaman, Ohio 45679, for a total bid price of \$271,676.30; 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 – absent Mr. Young - yea Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

JS/

c/a-SC Construction and Materials, LLC cc:

> Eng (file) OMB Bid file

CONTRACT

THIS AGREEMENT, made this <u>30</u> day of <u>April</u>, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and SC Construction and Materials, LLC, 800 Nathan Denton Road, Seaman, Ohio 45679 doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

2024 CHIP SEAL PROJECT

hereinafter called the project, for the sum of \$271,676.30, (two hundred seventy-one thousand, six hundred seventy six dollars and thirty cents), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

Proposal Price (Bid) Sheet Exception Sheet Bidder Identification

- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by September 06, 2024. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity,

causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

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

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

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

(Owner)

David G. Young, President

WARREN COUNTY BOARD OF COMMISSIONERS

ATTEST:

(Seal) ATTEST:

> NAME (Contractor)

(Com

· .

Name and Title

Nathania Shelton-Owner

Approved as to Form:

Assistant Prosecutor

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number_24-0577

Adopted Date _April 30, 2024

APPROVING ADDENDA TO AGREEMENT WITH THE BAIR FOUNDATION RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve addenda to agreement with The Bair Foundation relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services 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 – absent Mr. Young - yea Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a – The Bair Foundation Children Services (file)

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Warren County Children Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services 416 S East St Lebanon, OH 45036

And The Bair Foundation hereinafter "Provider," whose address is:

The Bair Foundation 665 E Dublin Granville Rd Ste 290 Columbus, OH 43229

Collectively the "Parties".

Contract ID: 19329032

Originally Dated: 06/01/2023 to 05/31/2024

Contract ID: 19329032 Warren County Children Services / The Bair Foundation

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason:

Amount

Addenda Begin Date:

04/01/2024

Addenda End Date:

\$24,000.00

Increased Amount:

Article Name:

Addenda Reason Narrative:

Need to increase original contract amount by \$24,000 to cover future invoices.

SIGNATURE OF THE PARTIES

Provider: The Bair Foundation		
Print Name & Title	Signature ,-	Date
Susan J. Miklos, Executive Director	x shran J. Mikelos	4/2/4
Agency: Warren County Children Services		
Print Name & Title	Signature	Date
Tanyla Gillers, Deputy Pirector	Jame Geller	4/28/24
Additional Signatures		
Print Name & Title	Signature	Date
David & Young President	1+ Mg -	4/30/24

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

Number 24-0578

Adopted Date _April 30, 2024

APPROVING ADDENDA TO AGREEMENT WITH JUST LIKE US ENRICHMENT AGENCY RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve addenda to agreement with Just Like Us Enrichment Agency relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services 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 – absent Mr. Young – yea Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

c/a – Just Like Us Enrichment Agency cc:

Children Services (file)

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Warren County Children Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services 416 S East St Lebanon, OH 45036

And Just Like Us Enrichment Agency hereinafter "Provider," whose address is:

Just Like Us Enrichment Agency 2799 Hazelton Ct Cincinnati, OH 45251

Collectively the "Parties".

Contract ID: 19368131

Originally Dated: 09/28/2023 to 05/31/2024

Contract ID: 19368131 Warren County Children Services / Just Like Us Enrichment Agency 09/28/2023 - 05/31/2024 Page 1 of 3

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason:

Amount

Addenda Begin Date:

03/01/2024

Addenda End Date:

Increased Amount:

\$83,000.00

Article Name:

Addenda Reason Narrative:

Need to add \$83,000 to the original contract to cover future invoices.

Contract ID: 19368131

09/28/2023 - 05/31/2024

Warren County Children Services / Just Like Us Enrichment Agency

Page 2 of 3

SIGNATURE OF THE PARTIES

Provider: Just Like Us Enrichment Agency		
Print Name & Title	Signature	Date
Angeligue Payne Adminotra	tor Angelignetagne	4.13.24
\circ \circ	0 0 0	
Agency: Warren County Children Services		
Print Name & Title	Signature	Date
TANYIN Salars, Deputy Director	Many Fallers	4/23/24
Additional Signatures		
Print Name & Title	Signature	Date
David & Young President	* Ph	1/30/24
APPROVED AS TO FORM		
Kathryn M. Horvath Asst. Prosecuting Attorney		

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution Number 24-0579

Adopted Date April 30, 2024

ENTERING INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH THE CITY OF SPRINGBORO, OHIO FOR THE BRIDGE REPLACEMENT PROJECT ON LOWER SPRINGBORO ROAD

WHEREAS, in order to improve the safety of Lower Springboro Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #04-25-476-001 located at 3789 Lower Springboro Rd., Franklin, OH 45005 which is owned by The City of Springboro, Ohio, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

- 1. Remove any tree, and/or brush as necessary for construction of the project.
- 2. Trim any tree, and/or brush as necessary for construction of the project.
- 3. Construct new bridge with wingwalls within the existing right-of-way.
- 4. Place rock channel protection outside the existing right-of-way.
- 5. Complete final grading of embankment and stream outside of the existing right-of-way.
- 6. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner.

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with The City of Springboro, Ohio, for the Lower Springboro Road bridge replacement project, a copy of which is attached hereto, and made a part hereof, for the sum of \$1.00 as consideration thereof.

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 – absent

Mr. Young - yea

cc:

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

rystal Powell, Clerk

c/a—City of Springboro, Ohio

Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This Temporary Entrance and Work Agreement (the "Agreement") is entered into on the date stated below by The City of Springboro, Ohio, a municipal corporation, whose tax mailing address is 320 West Central Ave., Springboro, Ohio 45066 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a bridge replacement project on Lower Springboro Road over a Branch of Clear Creek is to be completed. In order to perform the needed work it is necessary to enter onto a part of the property owned by Grantor. The subject real estate is located at 3789 Lower Springboro Road, Franklin Ohio, 45005 which is identified as Parcel # 04-25-476-001. Grantee requests permission from Grantor to enter onto the part of said real estate as illustrated in "Exhibit A" for the purpose of completing the following items of work:

- 1. Remove any tree, and/or brush as necessary for construction of the project.
- 2. Trim any tree, and/or brush as necessary for construction of the project.
- 3. Construct new bridge with wingwalls within the existing right-of-way.
- 4. Place rock channel protection outside the existing right-of-way.
- 5. Complete final grading of embankment and stream outside of the existing right-of-way.
- 6. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, fence, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lower Springboro Road Bridge #22-2.18 Replacement Project or December 31, 2024, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, on behalf of The City of Springboro, the Grantor herein, the Springboro City Council has caused this Agreement to be executed by its City Manager, Chris Puzzuto, who has hereunto set his hand on the date stated below.

,,	· · · · · · · · · · · · · · · · · · ·
	GRANTOR: By: Chris Pozzuto, City Manager of The City of Springboro, Ohio Date: 4/9/2024
STATE OF OHIO, COUNTY	, , ,
subscriber, a Notary Public in a known or proven to me to be C Grantor in the foregoing Agree	on this Quantum day of April , 2024, before me, the and for said state, personally came an individual or individuals hris Puzzuto, City Manager of The City of Springboro, Ohio, the ment, did acknowledge the signing thereof to be his voluntary act his notarial act is in compliance with R.C. 147.542 (D)(1).
Las Boylem	
Notary	[SEAL]
	[the balance of this page is blank] LOIS BOYTIM Notary Public - Ohio My Commission Expires October 2, 2026

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this agreement to be executed by David & Young whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 24-0571, dated 4/30/24 **GRANTEE:** Signature: Date: 4/30/a STATE OF OHIO, WARREN COUNTY, ss. BE IT REMEMBERED, that on this 30 day of 40, 2024, before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be <u>Devid & Young</u>, <u>President</u> or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1). LAURA K LANDER NOTARY PUBLIC • STATE OF OHIO Comm. No. 2017-RE-687971.] uly Commission Expires Dec. 26, 2027 This instrument was prepared and approved as to form by: DAVID P. FORNSHELL, PROSECUTING ATTORNEY

WARREN COUNTY, OHIO

Bruce A. McGary, Assistant Prosecutor

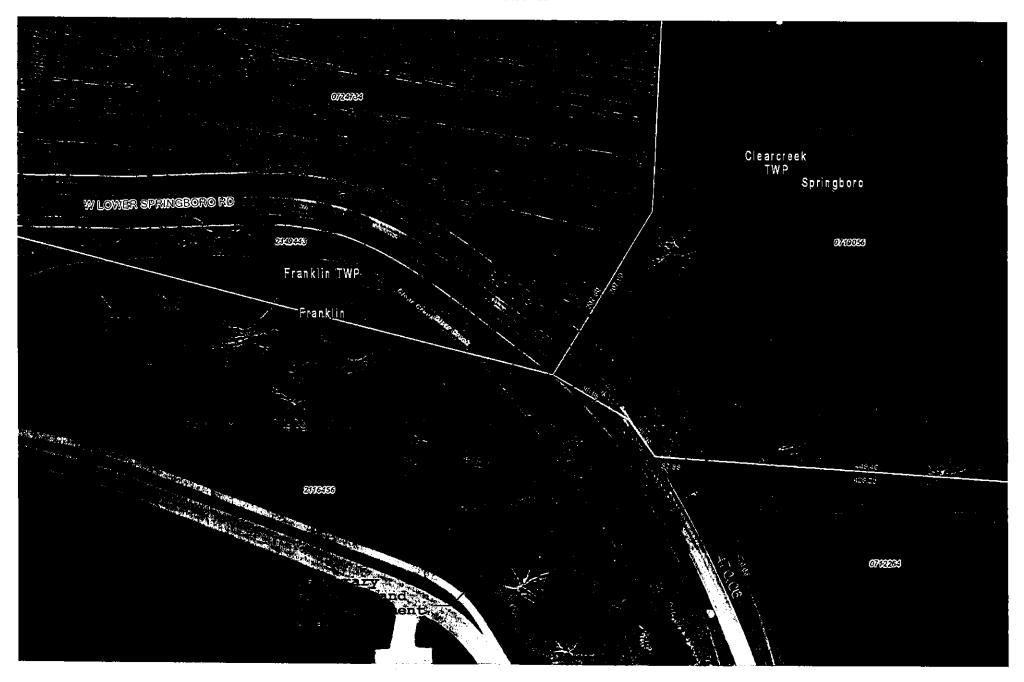
520 Justice Drive, 2nd Floor

Lebanon, OH 45036 Ph. (513) 695-1325

Fx. (513) 695-2962

Email: bruce.mcgary@warrencountyprosecutor.com

Exhibit A



BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 24-0580

Adopted Date _April 30, 2024

AUTHORIZING PUBLICATION OF NOTICE #2 TO PUBLIC OF PROPOSAL TO CONSTRUCT IN A FLOODPLAIN RELATIVE TO THE FISCAL YEAR 2024 CITY OF SOUTH LEBANON- KING AVENUE STREET IMPROVEMENTS AND THE FISCAL YEAR 2024 VILLAGE OF MORROW –BRIDGE LIGHTING COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

BE IT RESOLVED, to authorize and direct the Clerk to publish Notice #2 to Public of Proposal to Construct in a Floodplain relative to the FY24 South Lebanon – King Avenue Street Improvement CDBG Project and the FY24 Village of Morrow –Bridge Lighting CDBG Project

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 – absent Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/sm

cc: OGA (file)

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number <u>24-0581</u>

Adopted Date _ April 30, 2024

ENTERING INTO A PARTICIPATION AGREEMENT WITH THE COUNTY RISK SHARING AUTHORITY, INC., REGARDING WARREN COUNTY'S LIABILITY **INSURANCE EFFECTIVE MAY 1, 2024**

BE IT RESOLVED, to enter into a participation agreement with the County Risk Sharing Authority, Inc. (CORSA), regarding Warren County's liability insurance coverage effective May 1, 2024; 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 – absent Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

HR/

cc:

c/a – County Risk Sharing Authority (CORSA)

Adam Balls, Agent T Whitaker, OMB

OMB File

2024 PARTICIPATION AGREEMENT

This Participation Agreement (this "Agreement") is made between the County Risk Sharing Authority, Inc. ("CORSA"), an Ohio corporation not for profit and the Warren County Board of Commissioners (the "Member"), a political subdivision of the State of Ohio, effective as of the first day of May, 2024 but actually executed on the day of May, 2024.

I. RECITALS

- a. The purposes of CORSA are to provide a Joint self-insurance pool and to assist members, including the Member, to prevent or reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.
- b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which administers a joint self-insurance pool and uses funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, members of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.
- c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto. "Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2027.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

- a. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the CORSA Board of Directors. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency at the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.
- b. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.

- c. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.
- d. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.
- e. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.
- f. To follow the loss reduction and prevention programs and procedures established by CORSA.
- g. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.
- h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.
- To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the reduction or expansion of existing programs and facilities or other acts which may cause material changes in the member's exposure to accidental loss.
- j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.
- k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the CORSA Board of Directors.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member, subject to the terms and conditions contained in this Agreement, and to perform the dutles and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing Excess Insurance; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.
- f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.
- g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. Excess Insurance

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the CORSA Board of Directors, with the input of its insurance and actuarial advisors. The CORSA Board of Directors also intends to purchase Excess Insurance to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual Insurance Costs; and
- e. its annual Administration Costs.

The Member understands that the cost components set forth in Items a. through e., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a manner without an economic basis.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such

amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2024 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining years following withdraw through the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

- a. By a two-thirds (2/3) vote of the CORSA Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:
 - (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (III) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.

- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any material breach of Member's obligations under this Agreement or other reason permitted by Ohio statute or regulation.
- b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying the remaining funds by a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CORSA warrants and agrees to the following:

- a. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CORSA or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and
- b. None of CORSA, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

XIV. MISCELLANEOUS

a. *Notices*. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail or electronic mail, addressed as follows:

If to the Member:

Warren County Board of Commissioners 406 Justice Dr. Lebanon, Ohio 45036

If to CORSA:

County Risk Sharing Authority, Inc. 209 E. State Street Columbus OH 43215 Attn: John Brownlee Email: jbrownlee@ccao.org

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

- b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.
- c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.
- d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

e. Electronic Signatures. The parties hereby agree that this Agreement may be executed with electronic signatures, which shall be valid and binding as between the parties hereto.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By:

U U

Warren County Board of Commissioners

Commissioner

Commissioner

Commissioner

APPROVED AS TO FORM

Prosecuting Attorney

EXHIBIT A

SUMMARY OF COVERAGES

Please refer to binders, Memorandum of Coverage, cover notes, and Coverage Agreement on file for specific limits, terms, conditions, and exclusions.

I. LIABILITY

- A. General Liability
- B. Law Enforcement Liability
- C. Automobile Liability
- D. Errors and Omissions Liability
- E. Ohio Stop Gap Employer's Liability
- F. Employee Benefits Liability
- G. Attorney Disciplinary Proceedings
- H. Declaratory, Injunctive, or Equitable Relief Defense Costs

II. PRIVACY OR SECURITY LIABILITY

- A. Third Party Liability
- **B. Privacy Response Expenses**
- C. Regulatory Proceedings and Penalties
- D. PCI-DSS Assessments
- E. Electronic Equipment, Electronic Data and Network Interruption Costs
- F. Cyber Extortion Coverage

III. PROPERTY

- A. Direct Physical Loss or Damage
- B. Collapse
- C. Equipment Breakdown
- D. Additional Coverages

IV. TIME ELEMENT

V. CRIME

- A. Employee Dishonesty/Faithful Performance
- B. Loss Inside Premises
- C. Loss Outside Premises
- D. Money Orders and Counterfeit Paper Currency
- E. Depositors Forgery
- F. Fund Transfer Fraud
- G. Computer Fraud
- H. Social Engineering Fraud
- I. Dog Warden Blanket Bond

Resolution

Number 24-0582

Adopted Date _April 30, 2024

APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE SOUTHWEST OHIO COUNCIL OF GOVERNMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY AND THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve a Memorandum of Understanding with the Southwest Ohio Council of Governments on behalf of OhioMeansJobs Warren County and the Warren County Department of Human Services 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 – absent

Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a-Southwest Ohio Council of Governments

OhioMeansJobs (file) Human Services (file)

MEMORANDUM OF UNDERSTANDING

PARTIES: The parties to this Memorandum of Understanding ("MOU") are:

Southwest Ohio Council of Governments (SOCG)

1879 Deerfield Road Lebanon, Ohio 45036

Contact Person: Cary Furniss

Warren County Board of Commissioners (member of the Council of Governments) on behalf of Warren County Job and Family Services Division of Human Services (WCDJFS)

406 Justice Drive

Lebanon, Ohio 45036

Contact Person: Arlene Byrd

Warren County Board of Commissioners (member of the Council of Governments) on behalf of OhioMeansJobs Warren County (OMJWC)

406 Justice Drive

Lebanon, Ohio 45036

Contact Person: Josh Hisle

The aforementioned parties, as members of a Council of Governments, agree to the following:

Southwest Ohio Council of Governments agrees to:

- 1. Act as employer of record for the youth participants in the CCMEP TANF Summer Youth Employment Program and, as such, to provide Workers Compensation coverage to the youth participant while they are in the in the CCMEP TANF Summer Youth Employment Program.
- 2. Act as employer of record for the TANF funded staff in the TANF Summer Youth Employment Program and, as such, to provide Workers Compensation coverage to the youth participant while they are in the in the Work Experience element.

Warren County Job and Family Services Division of Human Services agree to:

- 1. Assisting OMJWC in finding potential participants for the TANF Summer Youth Employment Program.
- 2. Pay OMJWC's allowable costs to administer or operate TANF Summer Youth Employment Program.

OhioMeansJobs Warren County agrees to:

- 1. Perform all eligibility functions for participants and potential participants for the Summer Youth Employment Program.
- 2. Potential participants must file JFS 03800 PRC Application (Exhibit A).
- 3. In collaboration with TANF funded staff, recruit eligible participants for the program, completing all required documentation and data entry;
- 2. In collaboration with TANF funded staff, research and develop appropriate work experience sites, verifying work atmosphere and safety;
- 3. In collaboration with TANF funded staff, collaborate with Worksite to develop a training plan appropriate to the needs of the participant;
- 4. In collaboration with TANF funded staff frequently and regularly monitor the participant on the worksite to assure that training plan is being implemented and safety measures are being taken;
- 5. Provide supervision of the TANF funded staff;
- 6. Supervise the collection and verification of information on time sheets of each participant and delivery to SOCG in a timely manner, as agreed upon in advance by both parties;
- 7. Direct and supervise TANF funded staff in assuring adherence to worksite rules and guidelines as well as worksite behavior policy laid out in the CCMEP TANF Summer Youth Employment handbook and/or Warren County Personnel policy;
- 8. Should it be necessary, distribute paychecks to the worksites, as necessary
- 9. Should it be necessary, deliver written verification to SOCG of delivery to the participant of any paychecks that are not mailed or transferred by electronic means:
- 10. Recruit staff, to be funded by TANF, for the operation of the CCMEP TANF Summer Youth Employment Program.
- 11. Reimburse the Southwest Council of Governments for youth payroll, CCMEP TANF funded employee payroll and processing fees for the administration of its services
- 12. Complete all required FAL #207 reporting to JFS reporting tool.
- 13. Maintain documentation confirming to mall requirements prescribed by ODJFS or by federal, state, and local laws.

DURATION:

This Memorandum of Understanding (MOU) shall remain in effect until December 31, 2024 or is terminated by the written request of one or both parties to the agreement.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown in this MOU, and to the contact persons so listed, considering any information updates received by the parties.

REIMBURSMENT:

Warren County Board of Commissioners on behalf of Warren County Job and Family Services Division of Human Services and OhioMeansJobs Warren County agrees to pay SOCG 4% of the total amount of the youth payroll as compensation for the administration of the service. This amount is to be added to the amount of the participant payroll that is to be reimbursed. The funds shall be transferred to SOCG by the following process:

SOCG will calculate the compensation paid to the participants within the established pay period, along with the administrative charges and submit an invoice to OhioMeansJobs Warren County. Any discrepancies between OhioMeansJobs Warren County's records and those noted on the invoice will be immediately brought to the attention of SOCG Treasurer or designee and reconciled to the satisfaction of both parties. Any amounts that cannot be reconciled will be handled through the dispute resolution process. The invoice will be processed by OMJWC and reimbursement sent to SOCG within 14 days of the receipt of the invoice or reconciliation of the invoice, with the exception of the last pay period in December. Payment could be delayed due to end of calendar year accounts.

MODIFICATION AND ASSIGNMENT:

This MOU may be modified at any time by written agreement of the parties.

CONFIDENTIALITY:

The parties agree to honor the confidentiality of participant information. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information.

DISPUTES:

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall refer to the President of the Southwest Ohio Council of Governments and the Warren County Administrator or his/her designee. The Southwest Ohio Council of Governments shall attempt to mediate and resolve the dispute.

SEVERABILITY:

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of the MOU shall remain in force.

AUTHORITY AND SIGNATURES:

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

For the Southwest Ohio Council of Governments	
Tony Isaacs, President	09(5/24) Date
For the Southwest Ohio Council of Governments Carrie Furniss, Tleasurer CAR7	4-15-202 У
For the Warren County Board of Commissioner	
David G. Young, President	H/30/24
For Warren County Job and Family Services Division of Hu	
Arlene Byrd, Director	4/18/2024 Date
For OhioMeansJobs Warren County	4/17/24
Josh Hisle, Deputy Director	Date
Approved as to form: Kathryn Horvath; Assistant Prosecuting Attorney Adam Nice,	4/19/24 Date

Ohio Department of Job and Family Services PREVENTION, RETENTION, AND CONTINGENCY PROGRAM (PRC) APPLICATION FOR STATE MODEL

Name of Applicant	Telephon Reached	e Numbers V	Vhere You Can	Be	For Agency Use Only		ncy Use Only
Current Address	/###) 45u-	пйнн			Case Number		
	(nun) nan-	មីបញ្ជា			Pate Sent	•	Date Returned
Social Security Number					ounty	-	Unique ID
assistance received and 2. Explain what you need a	public assistance from a huma the date received? and estimate the amount you ar agencies you have contacted fo	re requesting.		Yes [No If	yes, give t	ie county JFS, type of
4. Have any other agencies you were not helped.	helped you with this need?	☐ Yes ☐	No If yes, n	ame the ager	cy and tell h	m you we	re helped. If no, tell why
5. Complete the chart below Name	v verifying all income for all the Relationship to Applicant	Age	Education (last grade completed)	Source of Child Suj	yourself Income (Ear port, VA Bei A, SSI, etc.)		Monthly Amount of
1.	Аррисац	Age	Completea	33.	4, 331, etc. <u>)</u>		\$
			· · · · · · · · · · · · · · · · · · ·				\$
		- -					\$
		-	-				\$
							s
							 \$
							<u> </u>
							\$
5. Is anyone in your househ not receiving court-order	old eligible for, but not receivi ed child support.	ing court ord	ered child supp	ort?	S □ No	If yes, li	st name(s) of individuals

JFS 03800 (Rev. 5/2022)

 Does anyone in your househousehousehousehousehouse 	old own a car, have accion.	cess to a car, or live near a t	ous line? Yes	□ No If yes.	list the name(s) of	individuals
		•				
- -						
8. Complete the chart below for	emolovment history o	f each adult household men	iber in the nast 2 ve	ars.		
			Date Employment Began	Date Employment Ended	Reason for Leaving	Currently Employed
Name	Employer Name	Type of Employment	(month/year)	(month/year)	Employment	(ves/no)
2.				- 		
3.						
4.						-
5.				 		
6.			 			
7.						
8.						
If you a	re eligible, the agency	will limit assistance provide	ed to the actual docu	imented amount of	`need	
Signature of Applicant	to oligible. the agency	The toplocation provides		Date		
			·			
		For Agency Use	Only			
Date Application received (mn	n/dd/yy)	30 day budget perio	d: <i>(mm/dd/yy)</i>		To (mm/dd/yy)	

JFS 03800 (Rev. 5/2022) Page 2 of 3

Signature of Caseworker	I	Date	Signature of Supervisor		Date	
PRC Denied – Date of d	enial <i>(mm/dd/yy)</i> _		Date Notice of Denial of a	Application sent tunn dd yy)		
		\$				
	-	<u> </u>				
		\$				
Item/Service Provided	Date of Approval	Amount Paid	V	endor's Name and Addres	S	
		Compare to 50%, 1500 art. Benefit Issuance	%, 175% or 200% of Federal date	Poverty Guideline) Benefit Amount \$	_	
5.		S				
4.		\$				
3.		s				
2.		<u> </u>				
1.		S S	mane in Dunget I ci ioli		แกก	
Income. Source		Amount Ave	nilable in Budget Period	Verifica	tion	
		3				
2.		\$ \$				
Agency 1.			nount	Benefit/Service		
Community Resources. List th	e community resou	urces explored to med	et this need. If any are utilize	ed, complete the chart.		
					<u> </u>	
Reason for Need.				·		
5.				\$		
4.	\$			S	<u>-</u>	
3.	\$			\$		
2.	\$			<u> </u>		

Request. List the benefits and/or services requested and the amount needed for each.

Amount Needed

\$

Benefit or Service

Amount Needed

\$

Benefit or Service

I,

Resolution

Number_24-0583

Adopted Date _April 30, 2024

AUTHORIZING THE WARREN COUNTY SHERIFF TO APPROVE ADDENDUM B TO CONTRACT FOR POLICE PROTECTION WITH THE CITY OF SOUTH LEBANON, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED, to approve Addendum B to Contract for Police Protection with City of South Lebanon, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize the Warren County Sheriff to sign documents relative thereto.

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 – absent

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a—City of South Lebanon

Sheriff (file)

ATTACHMENT A 2024 PAYROLL ADDENDUM B

Police protection contract between the Sheriff of Warren County, Ohio and the City of South Lebanon, Warren County, Ohio entered into on January 12, 2021, as amended by addendums thereto (the "Contract") included an addendum.

The Parties stipulate the Contract may be amended and hereby ratify all previous addendums, and do hereby agree to this Addendum B.

In conjunction with the terms and conditions of the above referenced Contract, as amended, relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of October 1, 2024, and continuing through midnight on December 31, 2024. This reflects the addition of one (1) Deputy Sheriff to current Contract, as amended.

		Date X	lusurance 🔻	Sala	vy -
New Deputy(520hrs)	Deputy	1/1/2007	PARKET STATE	\$	21,221.20
				\$	
2024 South L	<u> </u>		iono (Bonsida	5	21,221.20
2024 South Le	<u>panon Co</u>	nıracı Addılı	onal Deputy	Bu	aget
66302258	Updated:	3/26/2024	<u> </u>	<u> </u>	_
Salaries (5102)				\$	21,221.20
Overtime (5114)					
PERS (5811)	18.10%	\$	21,221.20	\$_	3,841.04
Benefits (5820)	_			\$	5,275.92
Single	0	\$ 599.26	\$0.00		·
Employee + Spouse	0	S 1,344.67	\$0.00		
Employee + Child	0	\$ 1,068.69	\$0.00		
Family	1	S 1,758.64	\$5,275.92		
Couple	0	\$ 584.82	\$0.00		
Waive	0	s <u>102.76</u>	\$0.00		
Worker's Comp (5830)	2%	\$	21,221.20	\$	424.42
Medicare (5871)	1.45%	\$	21,221.20	\$	307.71
Total				s	31,070.29

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1ST QUARTER INVOICE:

\$ Addendum A

2ND QUARTER INVOICE:

\$ Addendum A

3RD QUARTER INVOICE:

\$ Addendum A

4TH QUARTER INVOICE:

\$ 31,070.29 in addition to Addendum A

All other conditions and terms of the Contract and the addendums not otherwise amended Hereby shall remain in effect.

In Execution Whereof, the City Council of South Lebanon, Ohio has caused this Addendum B to be executed by its Mayor and Director of Finance, on the date stated below, pursuant to Resolution Number
Mayor Linda S. Burke Date: 4/18/2024
Approved as to form: By: Andrew P. Meier Law Director City of South Lebanon, Ohio
In Execution Whereof, the Sheriff of Warren County, Ohio, Larry L. Sims, has hereunto set his hand on the date stated below. Sheriff Larry L. Sims Date: 04/23/2024
Approved as to form: DAVID P. FORNSHELL PROSECUTING ATTORNEY WARREN COUNTY, OHIO By: Ama

Resolution

Number 24-0584

Adopted Date April 30, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN ACCESS LICENSE AGREEMENT WITH THE US DEPARTMENT OF ARMY ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution #24-0343, adopted March 5, 2024, this Board, approved an Easement Agreement with the United States Department of the Army for Radio Tower Facility located in Ceasar Creek Lake State Park on behalf of the Warren County Telecommunications Department; and

WHEREAS, the Secretary of the Army hereby grants Warren County Board of Commissioners a License, (License No. DACW27-3-23-509), to use the access road over, and across said easement. The license will be granted for (5) years, beginning March 20, 2024, and ending March 19, 2029, revocable at will by the Secretary of the Army.

NOW THEREFORE BE IT RESOLVED, to approve and execute the attached Department of the Army License agreement, (License No. DACW27-3-23-509) granting road access for (5) years 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 – absent Mr. Young – yea Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a—US Department of Army

Telecom (file)

Resolution

Number_24-0585

Adopted Date _ April 30, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN KEY RELEASE AND TERMS OF USE AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES ON BEHALF OF WARREN COUNTY TELECOMMINICATIONS RELATIVE TO THE MARCS MOBILE VOICE DELIVERY SYSTEM ADVANCED SYSTEM KEY

BE IT RESOLVED, to authorize the President of the Board to sign the Key Release and Terms of Use Agreement with the State of Ohio, Department of Administrative Services on behalf of Warren County Telecommunications, 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 – absent Mr. Young - yea Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

c/a—State of Ohio - Department of Administrative Services cc: Telecom (file)

Resolution

Number 24-0586

Adopted Date April 30, 2024

ENTERING INTO A WATERLINE AND APPURTENANCE TEMPORARY ENTRANCE AND WORK AGREEMENT WITH JACQUALINE TERWILLEGER

WHEREAS, this Board has deemed it necessary to obtain a temporary work agreement for the construction of waterline improvement along State Route 48 in the Village of Maineville.

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Jacqueline Terwilleger for her property located along State Route 48 in the Village of Maineville. 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 - absent Mr. Young - yea

Mr. Grossmann – yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a - Terwilleger, Jacqualine

Water/Sewer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by **Jacqualine Terwilleger**, whose mailing address is 10609 Rochester Cozaddale Road, Goshen, Ohio 45122 (hereinafter the "Grantor"), and the **Warren County Board of County Commissioners**, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public health and safety of residents along State Route 48 in Maineville, the water main must be replaced. In order to replace the water main, it is necessary to enter on property, which is owned by Grantor and identified as Parcel #16-04-477-010. Grantee requests permission from Grantor to enter onto only that part of said real estate as identified in Exhibit "A" attached hereto for the purpose of completing the following items of work:

- 1. Temporary storage of construction materials and supplies including, but not limited to, piping, fittings, valves and gravel.
- 2. Excavation and installation of watermain to be installed in the existing public right-of-way.
- 3. Final restoration of all disturbed pavement.
- 4. Grantee shall have Grantor inspect the work and approve of the changes and workmanship before such work is considered complete.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a license to Grantee, it agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall be in effect until the completion of the project or August 31, 2024, whichever comes first.

[the balance of this page is blank]

GRANTOR

IN EXECUTION WHEREOF, hereunto set their hands on the date stated bel	ow. Terwilleger
	Grantor: Signature: //sigling of the state o
	Printed Name: Jacqualine Terwilleger
	Date: April 15, 2024
STATE OF Ohlo, COUNTY OF War	ren_, ss.
	said state, personally came the person known or ing the Grantor in the foregoing Agreement, and
IN TESTIMONY THEREOF, I have on this day and year aforesaid.	e hereunto subscribed my name and affixed my seal
	Vicainia Mae Perce Notary Public My commission expires: May 01, 2027
	VIRGINIA MAE PENCE Notary Public State of Ohio My Comm. Expires May 1, 2027

[the balance of this page is blank]

Grantee

IN EXECUTION WHEREOF, the We caused this instrument to be executed by Davi pursuant to Resolution Number 24-05 80	Varren County Board of County Commissioners has d G. Young, its President, on the date stated below, dated 4/30/24.
	WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
	Signature: *
	Printed Name; <u>David G. Young</u>
	Title: President
	Date: 4/30/24
STATE OF OKID, COUNTY OF War	
BE IT REMEMBERED , that on this gene, the subscriber, a Notary Public in and for sproven to me to be David G. Young, being the acknowledged the signing thereof to be their ventors.	aid state, personally came the person known or Grantor in the foregoing Agreement, and
	hereunto subscribed my name and affixed my seal
LAURA K LANDER NOTARY PUBLIC • STATE OF OHIO Comm. No. 2017-RE-687973 My Commission Expires Dec. 26, 2027 Prepared by:	Notary Public My commission expires: 18/86/2027

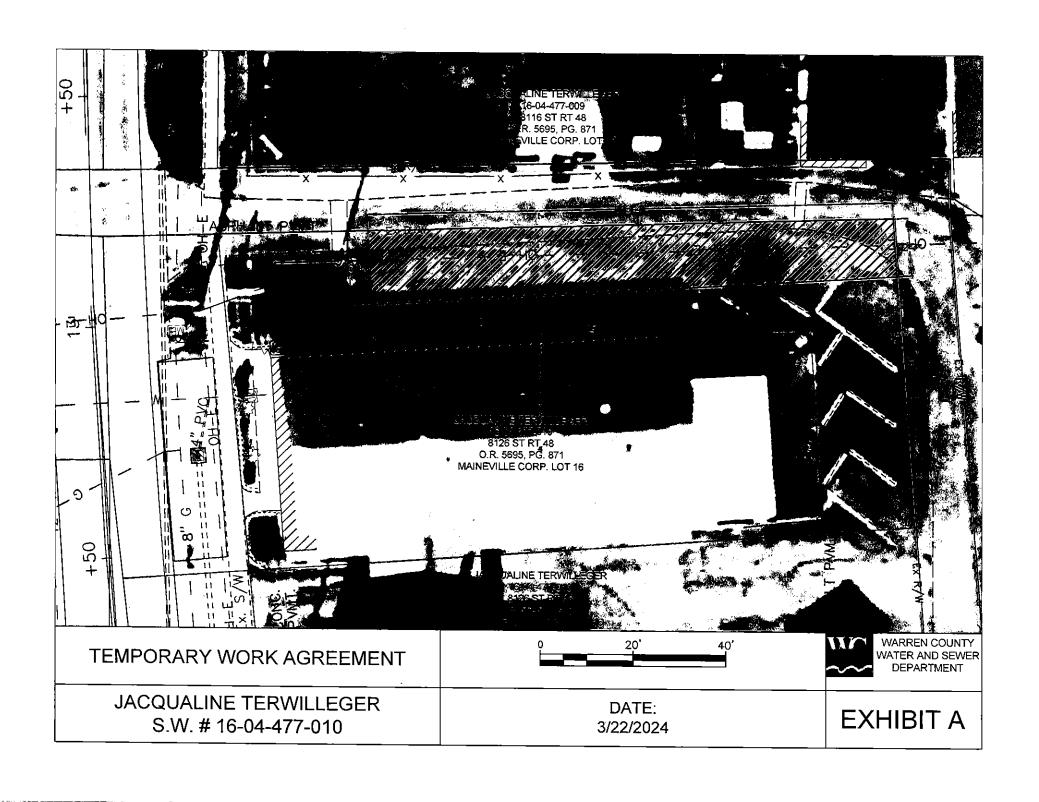
Prepared by:
DAVID P. FORNSHELL, PROSECUTING ATTORNEY WARREN COUNTY, OHIO

Adam Nice, Assistant Prosecutor

500 Justice Drive Lebanon, OH 45036

Ph. (513) 695-1782

Fx. (513) 695-2962



Resolution

Number_24-0587

Adopted Date _ April 30, 2024

ENTERING INTO A WATERLINE AND APPURTENANCE TEMPORARY ENTRANCE AND WORK AGREEMENT WITH DELANNA TERWILLEGER-OEDER

WHEREAS, this Board has deemed it necessary to obtain a temporary work agreement for the construction of waterline improvement along State Route 48 in the Village of Maineville.

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Delanna Terwilleger-Oeder for her property located along Fosters-Maineville Road in the Village of Maineville. 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 – absent Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a -Terwilleger-Oeder, Delanna

Water/Sewer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by **Delanna Terwilleger-Oeder**, whose mailing address is PO Box 399, Maineville, Ohio 45039 (hereinafter the "Grantor"), and the **Warren County Board of County Commissioners**, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public health and safety of residents along State Route 48 in Maineville, the water main must be replaced. In order to replace the water main, it is necessary to enter on property, which is owned by Grantor and identified as Parcel #16-04-477-038. Grantee requests permission from Grantor to enter onto only that part of said real estate as identified in Exhibit "A" attached hereto for the purpose of completing the following items of work:

- 1. Temporary storage of construction materials and supplies including, but not limited to, piping, fittings, valves and gravel.
- 2. Excavation and installation of watermain to be installed in the existing public right-of-way.
- 3. Final restoration of all disturbed pavement.
- 4. Grantee shall have Grantor inspect the work and approve of the changes and workmanship before such work is considered complete.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a license to Grantee, it agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall be in effect until the completion of the project or August 31, 2024, whichever comes first.

[the balance of this page is blank]

GRANTOR

IN EXECUTION WHEREOF, Delay hereunto set their hands on the date stated below	na Terui loga Calathe Grantor herein, have
	Grantor: Signature: When well the
Terwilleger	Printed Name: Delanna Terwilleger-Oeder
	Date: April 15, 2024
STATE OF Ohio, COUNTY OF Warren	?, ss.
BE IT REMEMBERED, that on this _ me, the subscriber, a Notary Public in and for sa proven to me to be Delanna Terwilleger-Oeder, and acknowledged the signing thereof to be their	being the Grantor in the foregoing Agreement,
IN TESTIMONY THEREOF, I have hon this day and year aforesaid.	ereunto subscribed my name and affixed my seal
	Viamia Mae Pence Notary Public My commission expires: May 01, 2027
	VIRGINIA MAE PENCE Notary Public State of Ohio My Comm. Expires May 1, 2027

[the balance of this page is blank]

Grantee

IN EXECUTION WHEREOF, the V	Varren County Board of County Commissioners has
caused this instrument to be executed by Dav pursuant to Resolution Number 34-05	id G. Young, its President, on the date stated below, \$\frac{\psi}{2}_, dated \frac{4/30/2\psi}{2}.
	WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
	Signature:
	Printed Name: <u>David G. Young</u>
	Title: President
	Date: 4/30/24
STATE OF Ohio, COUNTY OF War	cen, ss.
BE IT REMEMBERED, that on this me, the subscriber, a Notary Public in and for proven to me to be David G. Young, being the acknowledged the signing thereof to be their was sometimes.	said state, personally came the person known or Grantor in the foregoing Agreement, and
IN TESTIMONY THEREOF, I have on this day and year aforesaid.	hereunto subscribed my name and affixed my seal
MANAGEMENT COMMENTS OF THE STATE OF THE STAT	

Notary Public

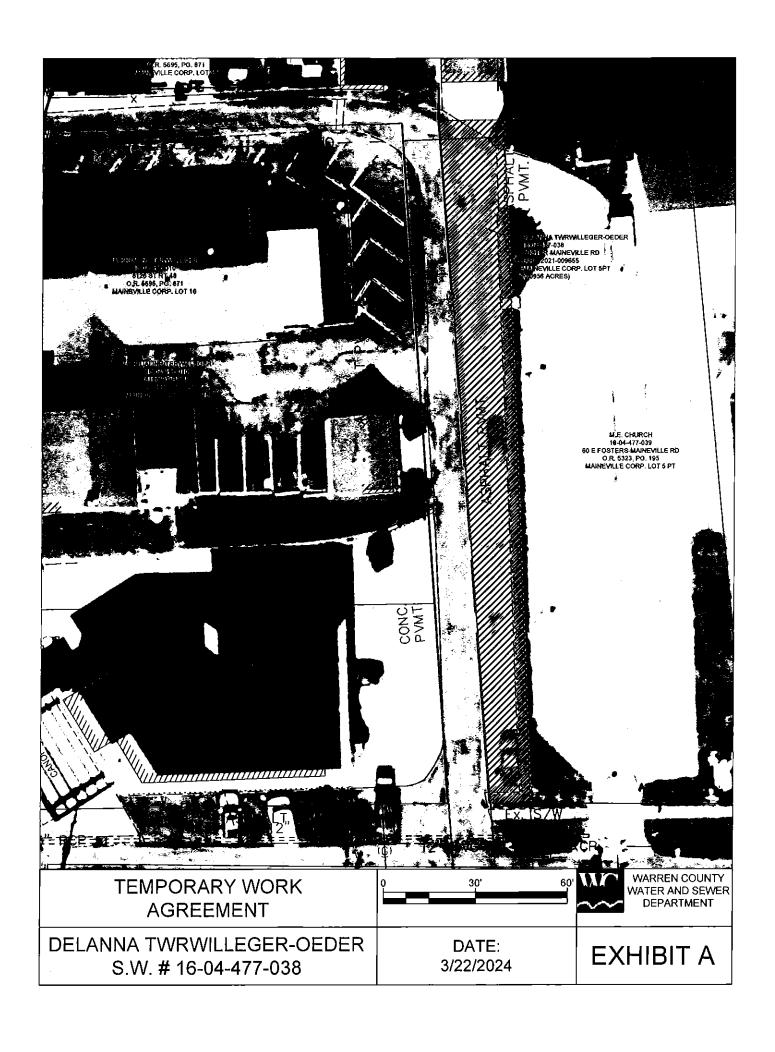
My commission expires: 12/26/2027

LAURA K LANDER NOTARY PUBLIC • STATE OF OHIO Comm. No. 2017-RE-687973 My Commission Expires Dec. 26, 2027

DAVID P. FORNSHELL, PROSECUTING ATTORNEY WARREN COUNTY, OHIO

By: Adam Nice, Assistant Prosecutor

500 Justice Drive Lebanon, OH 45036 Ph. (513) 695-1782 Fx. (513) 695-2962



Resolution

Number_24-0588

Adopted Date April 30, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/23/24 and 4/25/24 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 – absent

Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-0589

Adopted Date April 30, 2024

ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

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

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

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

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

Mrs. Jones – absent Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/lkl

cc:

Auditor _____ Supplemental App. file Appropriation Adj. file Clerk of Courts (file)

APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE CLERK OF COURT'S GENERAL FUND #11011260 FOR PARTIAL REPAYMENT OF OHIO PUBLIC DEFENDER MONIES RECEIVED

			_		
BE I'	T RESOL	VED,	to approve the follow	ring supplemental appropriation	
\$ 32,	00.000	into	#11011260-5991	(Reimbursement)	Jn 1 # 4
	noved for sollowing v			solution being seconded by M	. Upon call of the roll,
	Young Grossman Jones	n			
Reso	lution ado	pted t	his 25 th day of April 2	2024.	
				BOARD OF COUNTY CO	MMISSIONERS
				Krystal Powell, Clerk	<u>.</u>
cc:		mental	App. file ts (file)		

To be Ratified Date: 4/30/29

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS GENERAL FUND #11011260

BE IT	RESO	LVED,	to approve the follow	ving appropriation adjustment:	Jal	#44
\$ 2,18	30.00	from into	#11011260-5210 #11011260-5421	(Materials & Supplies) (Rent or Lease)	J~'	
	oved for llowing	_		esolution being seconded by M. U	pon call of th	ne roll,
Mr. Y Mr. G Ms. Jo	rossmar	ın				
Resol	ution ad	opted tl	his 25 th day of April 2	2024.		
				BOARD OF COUNTY COM	MISSIONER	S
				Krystal Powell, Clerk		_
cc:		priation	ı Adj. file ts (file)			

To be Ratified Date: 4/30/2

Resolution

Number 24-0590

Adopted Date _April 30, 2024

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE CLERK OF COURT'S COMPUTERIZATION FUND #2282

WHEREAS, in order for the Warren County Clerk of the Court of Common Pleas to be able to encumber funds for the Common Pleas Court Case Management System Software, an amended certificate and a supplemental appropriation need to be accepted.

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$750,000.00 for the needed software; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Clerk of Court's Computerization Fund #2282:

\$750,000.00 into

#22821410-5371

(Software – Data Board Approved)

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 - absent

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor

Amended Certificate file Supplemental App. file Clerk of Courts (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, April 23, 2024

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, 2024	Taxes	Other Sources	Total
				
Clerk Courts Computer 2303.201	\$157,155.30		\$905,000.00	\$1,062,155.30
Fund 2282				
		<u></u>		
<u> </u>				
	 -			
		<u> </u>		
	_			
	 			
	 			
	 			
				 -
	- -	_		
		<u></u> .		
				
ГОТАL	\$157,155.30	\$0,00	\$905,000.00	\$1,062,155.30

,)	
)		
-#)	
Trad Mola		Budget
)	Commission
)		

AMEND 24 08 Fund 2282 49000 +830,000.00

Resolution

Number_24-0591

Adopted Date April 30, 2024

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

WHEREAS, the Department of Human Services has requested that the ninth and tenth monthly disbursement of their mandated share for SFY 2024 be transferred into the Human Services Public Assistance Fund #2203: and

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

\$34,334.00

from

#110111112-5742

(Commissioners Grants – Public Assistance)

#2203-49000 into

(Human Services – Public Assistance)

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 - absent

Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor

Operational Transfer file Human Services (file)

OMB

Resolution

Number 24-0592

Adopted Date _April 30, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO TELECOMMUNICATIONS **DEPARTMENT FUND #6631**

BE IT RESOLVED, to approve the following supplemental appropriation:

\$2,000.00

into

#66312810-5400

(Telecom Purchased 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 - absent

Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor

Supplemental App. file

Telecom (file)

Resolution

Number_24-0593

Adopted Date _April 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,500.00

from 11011220-5820

(Health/Life Insurance)

into

11011220-5911

(Non-Taxable 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 – absent

Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor

Appropriation Adjustment file Common Pleas Court (file)

Resolution

Number 24-0594

Adopted Date April 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 500.00

from #11011282-5910

(Other Expense)

into

#11011282-5850

(Training/Education)

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 – absent

Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc: Auditor v

Appropriation Adj. file Clerk of Courts (file)

Resolution

Number 24-0595

Adopted Date _ April 30, 2024

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

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #11012200:

\$15,000.00

from 11012200-5371

(Software – Data Board Approved)

into

11012200-5317

(Sheriff Non Capital Purchase)

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 – absent

Mr. Young - yea

Mr. Grossmann – yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor

Appropriation Adjustment file

Sheriff's Office (file)

Resolution

Number_24-0596

Adopted Date _April 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

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

\$6,000.00

from 22471242-5400

(Purchased Services)

into

22471242-5850

(Training & Education)

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 - absent

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor

Appropriation Adj. file

Juvenile (file)

Resolution

Number_24-0597

Adopted Date _ April 30, 2024

APPROVING REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Susan Walther, Deputy 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 – absent Mr. Young – yea Mr. Grossmann - yea

Resolution adopted this 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS

/lkl

cc:

Commissioners' file

REQUISITIONS

Department Vendor Name

CITY OF SPRINGBORO

Description

ENG. TEMP ENT/WORK AGREEMENT

Amount

\$

1.00 *resolution in packet

PO CHANGE ORDERS

ENG

ENG

WARREN COUNTY ENGINEER

SEW. KINGS AVE BRIDGE PROJECT

\$ 19,703.53 *decrease

4/30/24 APPROVED:

Susan Walther, Deputy County Administrator