

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

# Resolution

Number 24-0479

Adopted Date April 09, 2024

HIRING SIERRA FLIPPO AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Sierra Flippo, as Protective Services Caseworker II, within the Department of Job and Family Services, Children Services Division, full-time, non-exempt, Pay Range 16, at a pay rate of \$22.39 per hour, effective April 15, 2024, subject to negative background check, drug screen and a 365-day probationary period.

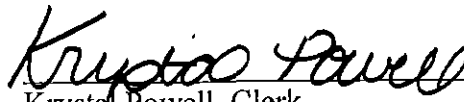
BE IT FURTHER RESOLVED, Ms. Flippo is required to complete CORE training and there will be no increase for completing CORE training as her starting wage reflects her experience.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

H/R

cc: Children Services (file)  
S. Flippo's Personnel file  
OMB-Sue Spencer

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

# Resolution

Number 24-0480

Adopted Date April 09, 2024

HIRING ATIQR RAHMAN AS GIS TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

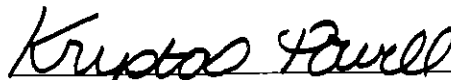
BE IT RESOLVED, to hire Atiqur Rahman, as GIS Technician, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #17, \$26.50 per hour, effective May 6, 2024, subject to a negative drug screen, background check and 365-day probationary period.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: A. Rahman's Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer

# Resolution

Number 24-0481

Adopted Date April 09, 2024

ACCEPTING THE RESIGNATION OF JORDAN PALMER, PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MARCH 29, 2024

BE IT RESOLVED, to accept the resignation, of Jordan Palmer, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective March 29, 2024.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

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

# Resolution

Number 24-0482

Adopted Date April 09, 2024

**REMOVING PROBATIONARY EMPLOYEE SERENA VICK, WITHIN EMERGENCY SERVICES DEPARTMENT**

WHEREAS, Ms. Vick began employment on March 18, 2024 as an Emergency Communications Operator 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 Emergency Services recommends said employee be terminated for failing to meet the required standards of her position.

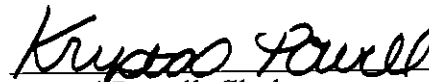
NOW THEREFORE BE IT RESOLVED, to remove Serena Vick from employment within the Emergency Services Department, effective April 5, 2024.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0483

Adopted Date April 09, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF  
THURSDAY, APRIL 11, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, April 11, 2024.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Auditor ✓  
Commissioners' file  
Press ✓

# Resolution

Number 24-0484

Adopted Date April 09, 2024

## ADVERTISING FOR BIDS FOR THE 2024 STRIPING PROJECT

BE IT RESOLVED, to advertise for bids for the 2024 Striping Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the Warren County website, beginning the week of April 14, 2024; bid opening to be May 1, 2024 @ 9:00 a.m.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 24-0485

Adopted Date April 09, 2024

APPROVING A NOTICE OF INTENT TO AWARD BID TO SC CONSTRUCTION AND MATERIALS, LLC FOR THE 2024 CHIP SEAL PROJECT

WHEREAS, bids were closed at 10:30 a.m., on April 03, 2024, and the bids received were opened and read aloud for the 2024 Chip Seal Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Ryan, Traffic Projects Technician, SC Construction and Materials, LLC has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to SC Construction and Materials, LLC, 800 Nathan Denton Rd., Seaman, Ohio, 45679 for a total bid price of \$271,676.30; 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 Mrs. Jones. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 24-0486

Adopted Date April 09, 2024

## APPROVING A PROFESSIONAL SERVICES CONTRACT WITH THE CITY OF WILMINGTON RELATIVE TO BUILDING INSPECTION SERVICES

WHEREAS, pursuant to Resolution #24-0040, adopted January 9, 2024, this Board entered into a temporary Professional Services Contract with the City of Wilmington for the purpose of Warren County providing building inspection services, plan review, and Building Official Services, on behalf of the City of Wilmington; and

WHEREAS, this Board and the City of Wilmington mutually desire to continue said services on an annual basis with the initial term being March 1, 2024, through February 28, 2025.


NOW THEREFORE BE IT RESOLVED, to approve a professional services contract with the City of Wilmington relative to building inspection services; copy of said contract is attached hereto and made a part hereof.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—City of Wilmington  
Building Department (file)



City of Wilmington Ohio  
Professional Service Contract

This agreement is made by and between the City of Wilmington, Ohio, hereinafter referred to as "City" and the Warren County Board of County Commissioners, hereinafter referred to as "Contractor", witnesses:

**WHEREAS**, the Warren County Building Department has been certified by the State of Ohio Board of Building Standards to exercise enforcement authority, to accept and approve plans and specifications, and to make inspections pursuant to sections 3781.10 (E) (1) and (E) 2 of the Ohio Revised Code; and

**WHEREAS**, the City of Wilmington, Ohio desires to engage the services of the Contractor to perform Services as listed in "Scope of Services" and as defined in Exhibit A; and

**WHEREAS**, the Contractor is authorized to enter into this Professional Service Contract with the City of Wilmington, Ohio pursuant to section 3017.15 (A) (1) of the Ohio Revised Code; and

**Now, Therefore**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor shall, in a satisfactory and proper manner as determined by the City to provide inspection scheduling, building inspection, plan review, and Building Official Services.
2. **Term.** The services of the Contractor shall be in effect for one year beginning March 1, 2024.
3. **Compensation and Method of Payment.** City shall pay Contractor monthly installments of \$6,166.67, for a total annual cost of \$74,000.04, for services rendered. The supplemental 1% or 3% OBBS fee shall be paid directly to the Ohio Board of Building Standards.
4. **SUBCONTRACTING.** None of the work or services covered by this Contract shall be subcontracted without the prior approval of the City. Any work or services subcontracted hereunder shall be specified by written contract reviewed by the City before execution, which contract shall explicitly state that it is subject to each provision of this Contract.
5. **ASSIGNABILITY.** The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of the City. Provided, however, that the claims for money due or to become due the Contractor from County under this contract may be assigned to a bank, trust company, or other financial institution. Notice of any such assignment or transfer shall be furnished promptly to City of Wilmington, Ohio.

0-24-20  
Exhibit A

## **6. TERMINATION.**

- a. Termination of Contract for cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants or agreements of this Contract, the City of Wilmington, Ohio shall have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) Days before such effective date. In such event all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of City of Wilmington, Ohio become its property and the Contractor shall be entitled to received equitable compensation for any work satisfactorily completed. Notwithstanding the above, the Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract by the Contractor, and the City may without any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due City from the Contractor is determine. Payments that are being withheld shall be deposited in an interest-bearing escrow account until actual damages are determined.
- b. Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at is sole option, as an alternative to termination of the Contract, to reduce the services required herein of the contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.
- c. Termination of Contract for Convenience.** Either party may terminate this Contract at any time for any reason by giving at least one-hundred and twenty (120) days notice in writing. If the Contract is terminated as provide herein, the Contractor shall be paid the full monthly installment owing for the last month of services.

## **7. COMPLIANCE WITH LAWS AND POLICIES.**

- a.** In the performance of services under this Contract, the Contractor shall comply with all statues, ordinances, regulations, and rules of the State of Ohio and County which are applicable to the expenditure of public funds, and in effect at the time of service.
- b.** Whenever under the Contract, City notices, approvals, authorizations, waivers, instructions, or determinations are required, they shall be effective only when given either (1) in writing and signed by City or (2) by general issuances or regulations issued from time-to-time by City.

## **8. LIABILITY**

- a.** All personnel or agents of the Contractor shall, for the purposed of allocations of liability to third parties only, be deemed to be acting under the direction and control of the Contractor and not under the direction and control of any

other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

- b. Each party to this Agreement agrees to be liable for the negligent acts or negligent 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 acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

**9. EVALUATION, REPORTS, INFORMATION, AND AUDIT.** The Contractor agrees to participate fully in all evaluation activities initiated by City of Wilmington, Ohio. At such times and in such form, City may require, the Contractor shall furnish City such reports as may be requested pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract. Contractor shall provide on a monthly basis a summary report of work completed. The Contractor shall retain all financial and administrative records for a minimum of three years following completion of the contract and shall permit the City or any of its representatives or auditors' access to such records.

**10. CONFLICT OF INTEREST.**

- a. No officer, employee, or agent of City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Contract; and the Contractor shall take appropriate steps to assure compliance.
- b. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest direct or indirect. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

**11. INSURANCE.** As evidence of the Contractor's ability to be responsible for its allocation of risks stated in paragraph 8 herein, the Contractor warrants it is self-insured for Worker's Compensation, and further, for purposes of public liability insurance the Contractor is self-insured but is a member of a risk shared pool coverage, namely Miami Valley Risk Management Association (M.V.R.M.A.) whose contact information is: 3085 Woodman Drive, Suite 200 Kettering, Ohio 45420. Telephone: 937-438-8878 the coverage and policy of limits of which being identified in the attached memorandum of Coverage (2011-2012). The Contractor further warrants it will notify City of Wilmington, Ohio in accordance with the notice requirements set forth in paragraph 12 herein of any changes in its worker's compensation or public liability coverage no less than ten (10) days prior to such

change or cancellation. If the Contractor elects to sub-contract any of its duties and responsibilities under this agreement, the Contractor will notify City of Wilmington, Ohio, in accordance with the notice requirements set forth in paragraph 12 herein, no less than ten (10) days prior use of any sub-contractor, and any such sub-contractor shall maintain worker's compensation insurance and professional liability insurance, the minimum coverage of which must be approved by City of Wilmington, Ohio. Any subcontractor must name the Contractor and City of Wilmington, Ohio as an additional insured. All sub-contractors must provide a certificate of insurance, executed by the insuring company or its authorized agent, to the Contractor and City of Wilmington, Ohio indicating the types and amount of coverage, and naming the insured parties including the Contractor and City of Wilmington, Ohio as additional insureds. As evidence of City of Wilmington, Ohio ability to be responsible for its allocation of risks stated in paragraph 8 herein, City of Wilmington, Ohio warrants it is a member of a risk shared pool coverage, namely Miami Valley Risk Management Association (M.V.R.M.A.) whose contact information is: 3085 Woodman Drive, Suite 200 Kettering, Ohio 45420. Telephone: 937-438-887. Evidence of coverage is attached hereto.

**12. NOTICE.** All notices hereunder shall in writing and shall be served by certified mail, return receipt requested and addressed as follows:

**If to Warren County: Warren County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036**

**If to City of Wilmington: City of Wilmington  
Attn: Safety & Service Director  
69 N. High Street  
Wilmington, Ohio 45133**


**13. SEVERABILITY.** In the event that any provision of this contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner the legality of the remaining provisions and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

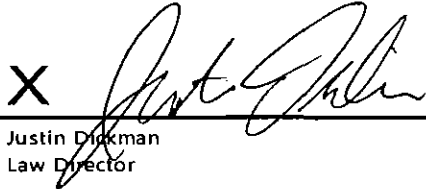
**IN WITNESS WHEREOF,** City of Wilmington, Ohio has executed this agreement on this 21<sup>st</sup> day of March, 2024.

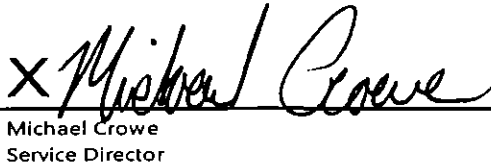
**CERTIFICATION OF AVAILABILITY OF FUNDS**

I hereby certify that the funds required for this Contract have been lawfully appropriated and are in the Treasury or are in the process of collection to the credit of the Appropriate fund, free from prior encumbrance.

**CITY OF WILMINGTON**

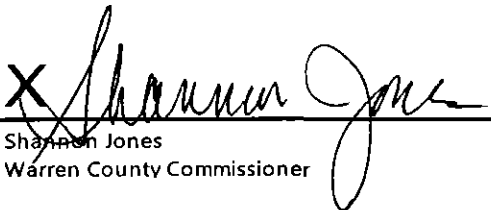
X   
Mary K. Vance  
Auditor

X   
Justin Dickman  
Law Director

X   
Michael Crowe  
Service Director

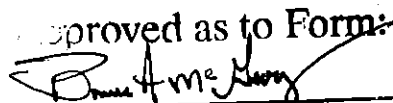
IN WITNESS WHEREOF, Warren County, Ohio has executed this agreement on this 9 day of April, 2024.

**WARREN COUNTY COMMISSIONERS**

X   
Shannon Jones  
Warren County Commissioner

X   
Dave Young  
Warren County Commissioner

X   
Tom Grossmann  
Warren County Commissioner

Approved as to Form:  
  
Bruce A. McGary  
Assistant Prosecutor

## EXHIBIT A

1. City agrees that Contractor shall exercise enforcement authority for inspections and make inspections on behalf of the City of Wilmington, Ohio and shall review plans and specifications. Such authority conveyed to Contractor by this agreement shall be no more than the authority conveyed to the City of Wilmington, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. Contractor agrees to exercise enforcement authority for inspections and plan review within the City of Wilmington Ohio and to make inspections and plan review on behalf of the City of Wilmington, Ohio. No waiver of code requirements shall be issued by Contractor. Inspections shall be performed on a daily basis during regular business hours except for inspections that must be performed during hours of darkness or during commercial "Shut-down" conditions. Plan review shall routinely be performed within 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio building Code will routinely be reviewed within 7 to 10 business days from receipt of plans but never longer than 30 days as required by code. Failure to render services in compliance with the Ohio Building Code will result in non-payment to Contractor. Plans are to be submitted to the City of Wilmington Building and Zoning Office at its address as identified above.
3. Contractor agrees that inspectors will be available by telephone to respond to citizen queries between 7am and 8am Monday through Friday. All inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. City has established a statutory building permit fee schedule, as enumerated in the ordinances of the City of Wilmington, Ohio. The fee schedule may be changed upon approval by the City of Wilmington Council members. A substantial reduction in building permit fees may be cause for Contractor to terminate the agreement. Contractor agrees to submit any dispute regarding the City of Wilmington, Ohio Building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. Contractor agrees to furnish the following specific services to the City of Wilmington, Ohio:
  - a. Examine plans and specifications for proposed work, as required by the City of Wilmington, Ohio Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical, accessibility, fire and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by the City of Wilmington, Ohio. Contractor will not knowingly issue any building permit until a zoning certificate has been approved.
  - b. City shall process all building permits and appropriate fees at their location and shall pay Contractor based upon the agreed-upon fee as outlined in this agreement on a monthly basis.
  - c. Upon request, Contractor will advise applicants on Code Requirements, but shall not perform design services for the completion of inadequate applications.

- d. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such services shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.
- e. Upon request of the City, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described.
- f. All documents including applications, plan review, job progress reports and inspections reports shall remain the property of the City of Wilmington, Ohio.
- g. Service as the Building Official for the City of Wilmington, Ohio.  
Responsibilities will include pre-permit submittal reviews and project evaluations for proposed projects as requested by City of Wilmington, Ohio

# Resolution

Number 24-0487

Adopted Date April 09, 2024

ENTERING INTO A CUSTOMER SERVICE AGREEMENT WITH CINTAS CORPORATION ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a customer service agreement, for employee uniform rental, with Cintas Corporation on behalf of the Warren County Engineer's Office; as attached hereto and a part hereof.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Cintas Corporation  
Engineer (file)



STATE OF OHIO PARTICIPATION AGREEMENT  
ACCEPTANCE OF STATE OF OHIO DAS CONTRACT

DATE 4/1/2024

The undersigned Co-op agency / State entity elects to participate in the rental program governed by State of Ohio DAS Contract #RS900118 (Cintas-MLA #28468) by and between Cintas Corporation and The State of Ohio. This agreement is a sixty-month term with a minimum participation term of twenty-four months for garments and facilities supplies and thirty-six months for flame resistant garments.

Independent of the State of Ohio, Warren County Board of Commissioners, on behalf of the Warren County Engineer's Office, as a Cooperative Purchasing member ("Warren County") shall have all of the same rights and benefits provided for in the State of Ohio DAS Contract # RS900118 including without limitation all Standard Contract Terms and Conditions and specifically all Termination/Suspension and Contract Remedies therein.

The Parties agree that Warren County has standing to solely enforce the rights and benefits provided for in the State of Ohio DAS Contract #RS900118 in a court of competent jurisdiction located in Warren County, Ohio, and no claim for termination/suspension or contract remedies under the said contract may be brought by or against Warren County in any other state or federal court.

<p><b>Term:</b> <u>36 Months</u></p> <p><b>Customer Name:</b> <u>Warren County Engineer's Office</u></p> <p><b>Customer Address:</b> <u>210 W Main Street, Lebanon Ohio, 45036</u></p>
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Cintas Loc # 6-62

Cintas Sign: [Signature]

Sign: \* [Signature]

Print: Austin Markham

Print: David G. Young

Title: Sales Rep

Title: President

Approved as to Form:

[Signature] Asst Pres.

ance A. McGary

ent Director

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

# Resolution

Number 24-0488

Adopted Date April 09, 2024

ENTERING INTO A CONSULTING SERVICES CONTRACT WITH DUNROBIN ASSOCIATES, LLC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a consulting services contract with Dunrobin Associates, LLC 10132 Kenwood Road, Cincinnati, OH 45242 for right-of-way acquisition services for the King Avenue Bridge #282-0.97 replacement over the Little Miami River improvements project right of way acquisition services. A copy of said agreement is attached hereto and made a part hereof.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Dunrobin Associates, LLC.  
Engineer (file)

**CONSULTING SERVICES CONTRACT  
FOR  
KING AVENUE BRIDGE #282-0.97 REPLACEMENT OVER LITTLE MIAMI RIVER  
IMPROVEMENTS PROJECT RIGHT-OF-WAY ACQUISITION SERVICES**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Dunrobin Associates, LLC, 10132 Kenwood Road, Cincinnati, Ohio 45242, a corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "CONSULTANT."

COUNTY ENGINEER intends to replace the King Avenue Bridge #282-0.97 over the Little Miami River and improve the roadway approaches at the bridge, hereinafter referred to as the "PROJECT." In order to proceed with the PROJECT, right-of-way must be acquired from approximately 7 parcels, which are part of services to be provided by CONSULTANT.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional right-of-way acquisition services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT shall provide professional right-of-way acquisition services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional right-of-way acquisition representative for the Project as set forth below and shall give professional right-of-way acquisition consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF CONSULTANT**

- 1.1.1 CONSULTANT shall perform professional services as hereinafter stated, which include customary negotiating and acquisition services incidental thereto per ODOT's Real Estate Policy and Procedures Manual.
- 1.1.2 CONSULTANT shall perform tasks for the PROJECT in accordance with the CONSULTANT'S fee proposal (dated December 5, 2023) is attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services."
- 1.1.3 Based on the information collected in meetings with owners, submit a revised opinion of appropriate action.
- 1.1.4 CONSULTANT shall assist COUNTY ENGINEER in the acquisition of the necessary right-of-way for the PROJECT, by completing the following: project management & administration, title search, appraisals, negotiation, acquisition, and closings which will include contacting and meeting with each property owner, and attempting to acquire owner(s) signature(s) on Purchase Contracts, Deeds, Easement Agreements, Plats, ect.
- 1.1.5 Furnish to the COUNTY ENGINEER, one copy of all electronic files regarding the PROJECT on a compact disk.

**SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, CONSULTANT shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

- 2.2 Such additional service shall include overseeing the relocation of any displaced residents or businesses resulting from the acquisitions; contacting and meeting with each property owner; and if necessary, preparing for pretrial and being present at trial.

### **SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project.
- 3.3 Furnish CONSULTANT, as required for performance of CONSULTANT 's Basic Services, data prepared by or services of others, including without limitation a survey identifying the property boundary, easements and existing right-of-way; property descriptions; zoning classification, deed and land use restrictions; all of which CONSULTANT may rely upon in performing his/her services.
- 3.4 Give prompt written notice to CONSULTANT whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT 's services, or any defect in the work of the CONSULTANT .
- 3.5 Furnish, or direct CONSULTANT to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.6 Bear all costs incident to compliance with the requirements of this Section 3.
- 3.7 Provide a complete set of final Right-of-Way and construction plans showing the proposed Right-of-Way and Easement areas, the limits of the Temporary Easements, the parcel identification number, names, addresses, and when available, telephone numbers of the Owner(s).
- 3.8 Provide the legal description(s) of the pertinent Right-of-Way areas.

### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the Right-of-Way Acquisition Services of the Project including extra work and required extensions thereto.
- 4.2 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of CONSULTANT's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.

### **SECTION 5 - PAYMENTS TO CONSULTANT**

#### **5.1 Methods of Payment for Services and Expenses of CONSULTANT**

- 5.1.1 For Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered under Section 1 as follows:
  - 5.1.1.1 The CONSULTANT agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the Replacement of King Avenue Bridge #282-0.97 over the Little Miami River Improvements Project, for a not-to-exceed fee of \$46,200.00.

5.1.1.2 For Additional Services. OWNER shall pay CONSULTANT for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

## **5.2 Times of Payments.**

5.2.1 CONSULTANT shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to CONSULTANT's monthly progress reports.

## **5.3 Other Provisions Concerning Payments.**

5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within sixty days after receipt of CONSULTANT's statement therefore, CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 Records of CONSULTANT's Salary Costs pertinent to CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for CONSULTANT'S services.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **6.2 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas. No party shall initiate or attempt to remove any litigation arising out of this Agreement in any other state or federal court.

### **6.3 Successors and Assigns.**

6.3.1 OWNER, COUNTY ENGINEER and CONSULTANT each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.3.2 Neither OWNER nor CONSULTANT nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.3.1 and except to the extent that the effect of this limitation may be restricted by law. 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 contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

**6.5 Modification or Amendment**

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

**6.6 Construction**

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

**6.7 Waiver**

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

**6.8 Relationship of Parties**

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

**6.9 Parties**

Whenever the terms "OWNER," "COUNTY ENGINEER" or "CONSULTANT" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of OWNER, COUNTY ENGINEER and CONSULTANT.

**6.10 Headings**

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

**6.11 Notices**

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

TO: Warren County Commissioners Attn: Martin Russell, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn: Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
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Dunrobin Associates, LLC  
Attn: Beth Sutherland  
10132 Kenwood Road  
Cincinnati, Ohio 45242  
Ph. 859-781-9776

## 6.12 Insurance

CONSULTANT shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. CONSULTANT further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, CONSULTANT 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 Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. CONSULTANT shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. CONSULTANT shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. CONSULTANT shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

### **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

#### **7.1 The following Exhibits are attached to and made a part of this Agreement:**

Exhibit 1

#### **7.2 In the event of any conflict or contradiction between any special provision, exhibit and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.**

### **SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 6 inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

### **SECTION 9 – INDEMNIFICATION**

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by CONSULTANT, its agents, employees, licensees, contractors or subcontractors; (b) the failure of CONSULTANT, 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 CONSULTANT, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[continued on next page]

**SECTION 10 - EXECUTION**

**ENGINEER:**

IN EXECUTION WHEREOF, Dunrobin Associates, LLC has caused this Agreement to be executed on the date stated below by Lisa Burns, its Operations Manager, pursuant to a corporate Resolution authorizing such act.

**DUNROBIN ASSOCIATES, LLC**

SIGNATURE: [Signature]  
PRINTED NAME: Lisa J. Burns  
TITLE: Operations Manager  
DATE: 3/22/2024

**OWNER:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David G. Young, its President, on the date stated below, pursuant to Resolution No. 24-0488 dated 4-9-24.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \* [Signature]  
PRINTED NAME: David G. Young  
TITLE: President  
DATE: 4-9-24

**RECOMMENDED BY:**

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

By: [Signature]  
Neil F. Tunison, P.E., P.S.

**APPROVED AS TO FORM:**

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

By: [Signature]  
Assistant Prosecuting Attorney  
Date: 3/27/24



**EXHIBIT 1**

## RW ACQUISITION SERVICES COST PROPOSAL

**Company Name:** Dunrobin Associates, LLC

**District:** 8

**Date:** 12/5/2023

**PID NO.:** 106724

**Task No.:**

**Project CRS:** WAR CR282-0.97 6f & Conversion

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management for Title Researches, Appraisal	parcel	7	\$700.00	\$4,900.00
<b>SECTION SUBTOTAL</b>				<b>\$4,900.00</b>
<b>2. Appraisal</b>				
a. Yellow Book: 023, 024	parcel	2	\$5,000.00	\$10,000.00
b. R/W Appraisal Report (RE 25-17)	parcel			\$0.00
c. Limited Scope R/W Appraisal Report (RE 25-17)	parcel			\$0.00
d. Value Finding (RE 90): 016, 021, 025, 027	parcel	4	\$1,800.00	\$7,200.00
e. Value Analysis (RE 25-13): 022	parcel	1	\$800.00	\$800.00
f. Project Data Book	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$18,000.00</b>
<b>3. Appraisal Review</b>				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>4. Title Researches</b>				
a. Specialty Titles (150 year)	parcel			\$0.00
b. Full Title (42 year) (Parcels 1 & 3)	parcel			\$0.00
b. Full Title (42 year) (Parcel 2)	parcel			\$0.00
c. Title Update	parcel	4	\$450.00	\$1,800.00
<b>SECTION SUBTOTAL</b>				<b>\$1,800.00</b>
<b>SECTION TOTAL</b>				<b>\$24,700.00</b>

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Project Management for Negotiations, Closings	parcel	10	\$700.00	\$7,000.00
<b>SECTION SUBTOTAL</b>				<b>\$7,000.00</b>
<b>6. Negotiation</b>				
a. Document Preparation, Review with Warren County, Finalize Documents	parcel	10	\$1,300.00	\$13,000.00
b. Bill of Sale Negotiation	Per BS Parcel			\$0.00
c. Negotiation Trainee	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$13,000.00</b>
<b>7 Closings</b>				
a. Mail Out	parcel			\$0.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel			\$0.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel			\$0.00
e. Mortgage Release	per release			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>8. Relocation Assistance Services</b>				
a. Project Management for Relocation/Relocation Review	parcel			\$0.00
b. Residential offer made	parcel			\$0.00
c. Residential final billing	parcel			\$0.00
d. Commercial Offer made	parcel			\$0.00
e. Commercial final billing	parcel			\$0.00
f. Personal Property final billing	parcel			\$0.00
g. Pre-Acquisition Survey/Interview	parcel			\$0.00
h. Pre-Acquisition Report	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>9. Relocation Review</b>				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
<b>10. Asbestos</b>				
a. Collection	parcel			\$0.00
b. Testing	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>11. Miscellaneous</b>				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel			\$1,500.00
f. R/W Cost Estimate (RE-101)	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$1,500.00</b>
<b>SECTION TOTAL</b>				<b>\$21,500.00</b>
<b>GRAND TOTAL</b>				<b>\$46,200.00</b>

# Resolution

Number 24-0489

Adopted Date April 09, 2024

APPROVING AN ENGINEERING AGREEMENT WITH JONES & HENRY ENGINEERS, LTD FOR THE LOWER LITTLE MIAMI AND WAYNESVILLE REGIONAL WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

WHEREAS, this Board of County Commissioners (the "Board") desires professional engineering services for the planning and preliminary design of improvements to the Lower Little Miami and Waynesville Regional Wastewater Treatment Plants including biosolids processing and disposal and the replacement of aged equipment; and

WHEREAS, pursuant to Resolution #23-1040 adopted August 15, 2023, this Board issued a Request for Qualifications for the aforestated project; and

WHEREAS, pursuant to Resolution #23-1615 adopted December 5, 2023, the Water & Sewer Department entered into negotiations with Jones & Henry Engineers, LTD in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69).

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Jones & Henry, LTD, for engineering services for the above referenced project, subject to the following conditions:


1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part hereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: C/A—Jones & Henry Engineers, Ltd.  
Water/Sewer (file)  
[dpalaniswamy@jheng.com](mailto:dpalaniswamy@jheng.com)

**ENGINEERING AGREEMENT**  
**LOWER LITTLE MIAMI AND WAYNESVILLE REGIONAL WASTEWATER**  
**TREATMENT PLANT IMPROVEMENTS**  
**PROJECT**

This professional engineering 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 Jones & Henry Engineers, Ltd., 4357 Ferguson Drive, Suite 220, Cincinnati, Ohio 45245 (hereinafter called the "Consultant").

**WITNESSETH:**

**WHEREAS**, the County desires professional engineering services for the preparation of construction drawings, specifications, and surveying services for sanitary sewer improvements to the Lower Little Miami and Waynesville Regional Wastewater Treatment Plants, consisting of the following:

The project will consist of the evaluation and preliminary engineering for two wastewater treatment plants – Lower Little Miami and Waynesville. The processes and equipment to be evaluated at each wastewater treatment plant include:

Lower Little Miami

- a. Solids dewatering upgrades (includes pilot testing)
- b. Sludge holding tank blower replacement.
- c. VLR aeration system upgrades.
- d. New UV Disinfection system.
- e. Backup Generator replacement.
- f. New Septage Receiving and Treatment System.
- g. Site security upgrades.

Waynesville

- h. RAS/WAS system upgrades.
- i. New solids dewatering system (includes pilot testing)
- j. New Non-potable water system
- k. Site security upgrades
- l. Miscellaneous improvements to buildings, receiving manhole, influent pump station etc.

**WHEREAS**, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

**NOW, THEREFORE**, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

**I. SCOPE OF SERVICES**

See Attachment - Schedule of Services

**II. COUNTY RESPONSIBILITIES**

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.
4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

**III. COMPENSATION**

1. The Consultant's 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 and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the attached current fee schedule.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings,

etc. incurred in connection with performing work under this Agreement.

4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts:

Task 1 – Project Management	\$ 12,929
Task 2 – Data Collection Background Information Review	\$ 18,468
Task 3 - Preliminary Alternative Development	\$ 176,373
Task 4 – Final Alternative Development	\$ 27,305
Task 5 - Preliminary Design Report	<u>\$ 13,158</u>
Base Contract	\$ 248,234

#### **IV. Documents and Contract Documents**

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

#### **V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS**

Time to complete each task from the Notice of Authorization to Proceed is as follows:



Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.
4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

#### **VI. SUPPLEMENTARY SERVICES**

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

#### **VII. INSURANCE**

Prior to the commencement of any work, Consultant 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. Consultant 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. Consultant 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, Consultant 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. Consultant 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.

Consultant 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**

Consultant 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 Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, 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 Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

#### **IX. STANDARDS AND PRINCIPLES**

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

#### **X. POLICY OF NON-DISCRIMINATION**

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

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 respect to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant 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 Consultant; (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. Consultant also acknowledges that as an independent contractor, Consultant 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. Consultant 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 Consultant 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.

## **XVI. 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 Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

## **XVII. 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: Jones & Henry Engineers, Ltd.  
Attn: Dinesh Kumar Palaniswamy, P.E.  
4357 Ferguson Drive, Suite 220  
Cincinnati, OH 45245  
(513) 208-2929

## **XVIII. 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 fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant 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 Consultant for all services performed to date of termination.

#### **XIX. AUTHORITY AND EXECUTION**

##### **ENGINEER:**

**IN EXECUTION WHEREOF**, Jones & Henry Engineers, Ltd., has caused this agreement to be executed by Peter A Latta, its Principal/Toledo Office Director and Troy Brehmer, its Secretary, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

**JONES & HENRY ENGINEERS, LTD.**

SIGNATURE: 

PRINTED NAME: Peter A. Latta, Principal

TITLE: Toledo Office Director

DATE: March 22, 2024

SIGNATURE: 

PRINTED NAME: Troy Brehmer, PE

TITLE: Secretary / Director of Wastewater Treatment

DATE: March 22, 2024

**COUNTY:**

**IN EXECUTION WHEREOF**, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G. Young, its President, on the date stated below, pursuant to Resolution No. 24-0489, dated 4-9-24.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

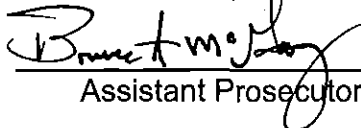
PRINTED NAME: David G Young

TITLE: President

DATE: 4-9-24

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By:   
Assistant Prosecutor

## Attachment

### I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.3. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS
Project Manager (P.E.)	\$57.58-80.30/Hr
Principal Engineer (P.E.)	\$60.60-81.82/Hr
Senior Engineer	\$54.55-77.27/Hr
Project Engineer	\$39.39-51.52/Hr
Engineer	\$34.85-51.52/Hr
Senior CAD Modeler	\$30.30-50.00/Hr
Consultant	\$53.03-60.61/Hr
Administrative Assistant	\$21.21-30.30/Hr

In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and work performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long distance phone costs shall not be reimbursable expenses under this contract.

### II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	cost + 10%

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

# Resolution

Number 24-0490

Adopted Date April 09, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM TRI COUNTY TOWER FOR THE REPAINTING OF THE WARREN COUNTY HATFIELD TOWER ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, as part of a general maintenance schedule it is necessary to repaint the telecommunications tower at the Hatfield Tower site; and

WHEREAS, Tri County Tower will provide labor and equipment for the repainting of Hatfield Tower site as per the attached Quote #14593.

NOW THEREFORE BE IT RESOLVED, to accept quote from Tri County Tower on behalf of Warren County Telecommunications, for repainting of Hatfield tower, as attached hereto and a part hereof.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Tri County Tower  
Telecom (file)



# Resolution

Number 24-0491

Adopted Date April 09, 2024

DECLARING VARIOUS ITEMS FROM BUILDING & ZONING, THE OFFICE OF MANAGEMENT & BUDGET, AND OHIOMEANSJOBS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Office of Management & Budget, and OhioMeansJobs in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

/tm

cc: 2024 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

# Asset Search Results

Asset Status is 'Ready for Review'

Location:

POC:

Items 1 through 11 of 11

ID	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
<input type="text" value="5408"/>	B&Z24001		copy machine and large scanner	Ready for Review			<input type="button" value="v"/>
<input type="text" value="5407"/>	OMB24012		2 Padded Office Chairs	Ready for Review			<input type="button" value="v"/>
<input type="text" value="5409"/>	OMJ24022		Letter Board	Ready for Review			<input type="button" value="v"/>
<input type="text" value="5410"/>	OMJ24023		HP Universal Bond Paper	Ready for Review			<input type="button" value="v"/>
<input type="text" value="5411"/>	OMJ24024		Ricoh Aficio MP 6001	Ready for Review			<input type="button" value="v"/>
<input type="text" value="5412"/>	OMJ24025		HP Print Cartridges 507A	Ready for Review			<input type="button" value="v"/>
<input type="text" value="5413"/>	OMJ24026		2 drawer filing cabinet	Ready for Review			<input type="button" value="v"/>
<input type="text" value="5414"/>	OMJ24027		Bookshelf	Ready for Review			<input type="button" value="v"/>
<input type="text" value="5415"/>	OMJ24028		4 drawer filing cabinet	Ready for Review			<input type="button" value="v"/>

5416

OMJ24029



4 drawer filing cabinet

Ready for Review



5417

OMJ24030



4 drawer filing cabinet

Ready for Review



Items 1 through 11 of 11

For Support, contact your CAM: Keith Funk (5135356582) or call 1-800-613-0156 from 8 am - 7 pm ET or email Support.

[Site Map](#)

Acct ID: 3051 - P03

#### Client Services

1-800-613-0156

[Email](#)

[Live Chat \(8 am - 8 pm ET\)](#)

#### Account Manager

Keith Funk

5135356582

[Email](#)

#### Account Information

Account Number: 3051

Warren County, OH

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[Site Map](#) [Privacy Policy](#)

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

# Resolution

Number 24-0492

Adopted Date April 09, 2024

## ACKNOWLEDGING RECEIPT OF MARCH 2024 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the March 2024 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor (file) ✓  
S. Spencer  
Krystal Powell

# Financial Statement for 2024 Period 03



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	75,535,196.18	9,735,756.87	10,117,559.70	75,153,393.35	654,177.55	75,807,570.90
2201	SENIOR CITIZENS SERVICE LEVY	5,271,113.39	0.00	635,284.51	4,635,828.88	0.00	4,635,828.88
2202	MOTOR VEHICLE	10,706,809.16	650,193.92	601,665.57	10,755,337.51	150,414.39	10,905,751.90
2203	HUMAN SERVICES	1,032,909.34	542,505.87	461,399.16	1,114,016.05	3,841.82	1,117,857.87
2204	COVID19 EMERGENCY RENTAL ASSIS	4,586,791.86	0.00	0.00	4,586,791.86	0.00	4,586,791.86
2205	BOARD OF DEVELOPMENTAL DISABIL	19,861,034.68	2,470,752.99	1,394,715.25	20,937,072.42	52,028.57	20,989,100.99
2206	DOG AND KENNEL	673,834.84	25,783.62	57,767.43	641,851.03	0.00	641,851.03
2207	LAW LIBRARY RESOURCES FUND	134,987.05	27,172.40	45,392.16	116,767.29	33,010.87	149,778.16
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	25.69	0.00	25.69
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	13,862,977.88	0.00	104,763.55	13,758,214.33	37,667.88	13,795,882.21
2212	ONEOHIO OPIOID SETTLEMENT FUND	517,962.09	18,190.04	0.00	536,152.13	0.00	536,152.13
2213	TOURISM & ECON DEV SUPPORT FUN	12,000,000.00	0.00	0.00	12,000,000.00	0.00	12,000,000.00
2215	VETERAN'S MEMORIAL	9,978.84	152.00	0.00	10,130.84	0.00	10,130.84
2216	RECORDER TECH FUND 317.321	227,143.23	11,484.00	217.40	238,409.83	30.15	238,439.98
2217	BOE TECHNOLOGY FUND 3501.17	1,164,297.17	64,972.30	0.00	1,229,269.47	0.00	1,229,269.47
2218	COORDINATED CARE	602,466.04	0.00	34,063.24	568,402.80	21,358.80	589,761.60
2219	WIRELESS 911 GOVERNMENT ASSIST	475,753.65	24,983.78	21,314.42	479,423.01	0.00	479,423.01
2220	CP INDIGENT DRVR INTRLK/MONITG	12,699.45	118.42	0.00	12,817.87	0.00	12,817.87
2221	CC/MC INDIGENT DRIVER INTERLOC	118,689.03	656.31	0.00	119,345.34	0.00	119,345.34
2222	JUV INDIGENT DRIVER INTERLOCK	2,885.06	102.63	0.00	2,987.69	0.00	2,987.69
2223	PROBATE/JUVENILE SPECIAL PROJ	353,958.91	2,425.83	0.00	356,384.74	0.00	356,384.74
2224	COMMON PLEAS SPECIAL PROJECTS	157,406.27	10,671.16	3,077.59	164,999.84	0.00	164,999.84
2227	PROBATION SUPERVISION 2951.021	813,434.33	3,806.00	17,906.81	799,333.52	1,653.50	800,987.02
2228	MENTAL HEALTH GRANT	196,855.69	3,365.00	2,565.00	197,655.69	0.00	197,655.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,886,846.74	45,713.73	0.00	1,932,560.47	0.00	1,932,560.47

# Financial Statement for 2024 Period 03



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2231	CO LODGING ADD'L 1%	65,806.89	76,035.22	68,344.92	73,497.19	0.00	73,497.19
2232	COUNTY LODGINGS TAX (FKA 7731)	197,445.47	228,105.46	205,059.55	220,491.38	0.00	220,491.38
2233	DOMESTIC SHELTER	27,087.00	2,840.00	0.00	29,927.00	0.00	29,927.00
2237	REAL ESTATE ASSESSMENT	6,013,206.62	1,762.00	77,516.35	5,937,452.27	0.00	5,937,452.27
2238	WORKFORCE INVESTMENT BOARD	102,145.79	179,143.77	164,943.74	116,345.82	123,479.12	239,824.94
2243	JUVENILE GRANTS	334,588.41	0.00	420.00	334,168.41	0.00	334,168.41
2245	CRIME VICTIM GRANT FUND	24,634.29	2,928.55	5,258.65	22,304.19	0.00	22,304.19
2246	JUVENILE INDIGENT DRIVER ALCOH	21,874.75	66.40	0.00	21,941.15	0.00	21,941.15
2247	FELONY DELINQUENT CARE/CUSTODY	492,209.67	0.00	143,653.44	348,556.23	1,618.31	350,174.54
2248	TAX CERTIFICATE ADMIN FUND	28,072.23	0.00	0.00	28,072.23	0.00	28,072.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	714,151.92	520.00	24,885.18	689,786.74	1,040.00	690,826.74
2250	CERT OF TITLE ADMIN FUND	4,324,928.99	197,065.54	2,144,530.10	2,377,464.43	436.72	2,377,901.15
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	64,351.11	57,688.00	16,184.43	105,854.68	173.04	106,027.72
2255	MUNICIPAL VICTIM WITNESS FUND	154,419.45	0.00	11,563.57	142,855.88	0.00	142,855.88
2256	WARREN COUNTY SOLID WASTE DIST	1,089,023.25	15,208.13	21,661.84	1,082,569.54	0.00	1,082,569.54
2257	OHIO PEACE OFFICER TRAINING	215,135.48	0.00	1,050.00	214,085.48	0.00	214,085.48
2258	WORKFORCE INVESTMENT ACT FUND	133,663.86	87,460.00	81,546.57	139,577.29	10,192.00	149,769.29
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	283,870.00	52,373.41	149,227.91	187,015.50	96,854.50	283,870.00
2262	COMMUNITY CORRECTIONS MONITORI	901,789.76	21,410.50	23,786.60	899,413.66	40.00	899,453.66
2263	CHILD SUPPORT ENFORCEMENT	1,723,101.58	313,890.15	321,996.24	1,714,995.49	0.00	1,714,995.49
2264	EMERGENCY MANAGEMENT AGENCY	373,037.62	0.00	42,992.96	330,044.66	1,558.11	331,602.77
2265	COMMUNITY DEVELOPMENT	607,177.19	4,437.20	13,922.48	597,691.91	50.00	597,741.91

# Financial Statement for 2024 Period 03



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	5,000.00	0.00	118,063.00	0.00	118,063.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	287,133.84	2,120.00	456.13	288,797.71	0.00	288,797.71
2269	INDIGENT DRIVER ALCOHOL TREATM	819,217.06	6,029.60	8,488.91	816,757.75	0.00	816,757.75
2270	JUVENILE TREATMENT CENTER	364,328.71	15,674.19	148,277.83	231,725.07	0.00	231,725.07
2271	DTAC-PROSECUTOR ORC 321.261	255,837.89	0.00	23,115.49	232,722.40	0.00	232,722.40
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	8,736,805.65	915,510.59	915,287.91	8,737,028.33	141,941.19	8,878,969.52
2274	COUNTY COURT COMPUTR 1907.261A	90,603.21	1,131.00	1,286.73	90,447.48	0.00	90,447.48
2275	COUNTY CRT CLK COMP 1907.261B	191,871.20	3,524.00	375.00	195,020.20	0.00	195,020.20
2276	PROBATE COMPUTER 2101.162	107,038.63	492.00	0.00	107,530.63	0.00	107,530.63
2277	PROBATE CLERK COMPUTR 2101.162	304,585.01	1,640.00	0.00	306,225.01	0.00	306,225.01
2278	JUVENILE CLK COMPUTR 2151.541	60,867.67	958.84	0.00	61,826.51	0.00	61,826.51
2279	JUVENILE COMPUTER 2151.541	51,716.66	288.14	0.00	52,004.80	0.00	52,004.80
2280	COMMON PLEAS COMPUTER 2303.201	95,839.24	1,557.00	0.00	97,396.24	0.00	97,396.24
2281	DOMESTIC REL COMPUTER 2301.031	10,497.96	405.00	0.00	10,902.96	0.00	10,902.96
2282	CLERK COURTS COMPUTER 2303.201	195,696.00	844,283.00	0.00	1,039,979.00	0.00	1,039,979.00
2283	COUNTY CT SPEC PROJ 1907.24B1	2,230,927.80	21,160.93	3,593.22	2,248,495.51	0.00	2,248,495.51
2284	COGNITIVE INTERVENTION PROGRAM	412,015.46	4,816.45	7,250.25	409,581.66	0.00	409,581.66
2285	CONCEALED HANDGUN LICENSE	796,030.65	6,862.50	8,208.42	794,684.73	0.00	794,684.73
2286	SHERIFF-DRUG LAW ENFORCEMENT	4,257.89	20.00	0.00	4,277.89	604.94	4,882.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	319,927.50	0.00	2,552.45	317,375.05	630.73	318,005.78
2288	COMM BASED CORRECTIONS DONATIO	16,076.48	0.00	0.00	16,076.48	0.00	16,076.48
2289	COMMUNITY BASED CORRECTIONS	305,503.46	0.00	92,643.47	212,859.99	0.00	212,859.99
2290	HAZ MAT EMERG PLAN SPEC FUND	5.76	0.00	0.00	5.76	0.00	5.76
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2024 Period 03



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2293	SHERIFF GRANTS	4,912.00	100.00	0.00	5,012.00	0.00	5,012.00
2294	SHERIFF DARE LAW ENFORC GRANT	6,138.27	0.00	0.00	6,138.27	0.00	6,138.27
2295	TACTICAL RESPONSE UNIT	28,342.84	0.00	0.00	28,342.84	0.00	28,342.84
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	144,313.83	664.00	0.00	144,977.83	0.00	144,977.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,454,020.17	19,343.13	146,291.46	1,327,071.84	130,039.10	1,457,110.94
3327	BOND RETIREMENT SPECIAL ASSMT	54,942.02	0.00	0.00	54,942.02	0.00	54,942.02
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	2,964,909.50	0.00	0.00	2,964,909.50	0.00	2,964,909.50
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651.29	0.00	0.00	19,651.29	0.00	19,651.29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	1,337,758.33	0.00	0.00	1,337,758.33	0.00	1,337,758.33
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	18,113,757.00	0.00	0.00	18,113,757.00	0.00	18,113,757.00



# Financial Statement for 2024 Period 03



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4452	STEPHENS RD BRIDGE REPLACEMENT	8,956.00	352,603.69	10,624.14	350,935.55	8,020.45	358,956.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	204,225.28	0.00	20,396.17	183,829.11	0.00	183,829.11
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	274,935.94	122,616.82	152,319.12	0.00	152,319.12
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00
4460	MCCLURE RD BRIDGE PROJ	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	4,168.00	0.00	0.00	4,168.00	0.00	4,168.00
4462	COUNTY RD #182 BRIDGE REHAB	263,050.00	0.00	0.00	263,050.00	0.00	263,050.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	7,509,688.87	0.00	109,436.86	7,400,252.01	8,110.63	7,408,362.64
4479	AIRPORT CONSTRUCTION	603,641.23	0.00	310.00	603,331.23	0.00	603,331.23
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,008,476.93	0.00	810,290.81	198,186.12	810,290.81	1,008,476.93
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	10,632,920.00	1,170,000.00	0.00	11,802,920.00	0.00	11,802,920.00
4492	COMMUNICATION PROJECTS	4,171,882.69	0.00	173,974.75	3,997,907.94	0.00	3,997,907.94
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,453,379.07	0.00	114,662.98	1,338,716.09	946.58	1,339,662.67
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,040,742.13	0.00	0.00	8,040,742.13	0.00	8,040,742.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	24,447,303.56	1,330,010.68	1,385,178.21	24,392,136.03	279,895.79	24,672,031.82

# Financial Statement for 2024 Period 03



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	5,679,334.38	12,868.69	462,439.89	5,229,763.18	233,071.49	5,462,834.67
5580	SEWER REVENUE	26,594,117.21	701,873.40	1,048,247.32	26,247,743.29	122,621.24	26,370,364.53
5581	SEWER IMPROV-WC VOCATIONAL SCH	300,192.70	6,171.33	0.00	306,364.03	0.00	306,364.03
5583	WATER CONST PROJECTS	2,525,849.96	5,723.27	1,388,447.19	1,143,126.04	865.00	1,143,991.04
5590	STORM WATER TIER 1	200,317.79	0.00	6,682.30	193,635.49	0.00	193,635.49
6619	VEHICLE MAINTENANCE ROTARY	42,710.11	53,337.11	78,748.86	17,298.36	16,020.22	33,318.58
6630	SHERIFF'S POLICING REVOLV FUND	700,047.81	354,627.13	591,702.14	462,972.80	0.00	462,972.80
6631	COMMUNICATIONS ROTARY	277,001.57	4,964.55	5,903.16	276,062.96	2,109.55	278,172.51
6632	HEALTH INSURANCE	822,638.65	989,391.57	1,241,818.96	570,211.26	61,904.80	632,116.06
6636	WORKERS COMP SELF INSURANCE	1,851,116.21	298.23	34,150.09	1,817,264.35	6,460.60	1,823,724.95
6637	PROPERTY & CASUALTY INSURANCE	293,326.18	0.00	2,802.00	290,524.18	0.00	290,524.18
6650	GASOLINE ROTARY	144,063.36	71,327.40	80,309.58	135,081.18	1,149.55	136,230.73
7707	P.E.R.S. ROTARY	2,709.04	3.59	9.19	2,703.44	0.00	2,703.44
7708	TOWNSHIP FUND	1,498,000.00	3,366,112.83	4,864,112.83	0.00	0.00	0.00
7709	CORPORATION FUND	1,030,686.42	2,079,435.38	3,103,441.61	6,680.19	2,686.42	9,366.61
7713	WATER-SEWER ROTARY FUND	613,570.56	1,829,078.75	2,122,235.62	320,413.69	2,616.04	323,029.73
7714	PAYROLL ROTARY	181,955.77	5,158,882.09	4,343,738.72	997,099.14	193,276.86	1,190,376.00
7715	NON PARTICIPANT ROTARY	14,613.84	1,500.00	0.00	16,113.84	0.00	16,113.84
7716	SCHOOL	31,558,000.00	54,826,000.00	86,384,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	122,782,591.90	67,912,242.16	59,805,886.12	130,888,947.94	40,322.72	130,929,270.66
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	67,475.28	24,658.63	0.00	92,133.91	0.00	92,133.91
7720	LOCAL GOVERNMENT FUND	0.00	398,810.20	398,810.20	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	17,000.00	38,000.00	55,000.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	303.28	25.00	147.46	180.82	173.74	354.56
7723	GASOLINE TAX	0.00	538,943.44	538,943.44	0.00	0.00	0.00

# Financial Statement for 2024 Period 03



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7724	WC PORT AUTHORITY FUND	83,197.54	0.00	0.00	83,197.54	0.00	83,197.54
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	49,967.56	49,967.56	0.00	0.00	0.00
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,234,852.25	1,234,852.25	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	98,615.83	101,003.23	0.00	199,619.06	2,784.75	202,403.81
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	8,883.66	0.00	8,883.66	0.00	0.00	0.00
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	10,506.58	11,066.00	12,139.82	9,432.76	0.00	9,432.76
7742	LIBRARIES	0.00	453,812.47	453,812.47	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,673.27	2,819.05	1,651.55	2,840.77	1,651.55	4,492.32
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	4,585.31	975,849.35	976,131.06	4,303.60	0.00	4,303.60
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	255,757.00	13,164.00	218,434.00	50,487.00	0.00	50,487.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	111,363.59	130,444.09	241,807.68	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,653.08	434.00	108.00	29,979.08	0.00	29,979.08
7766	ESCROW ROTARY	784,133.45	0.00	0.00	784,133.45	0.00	784,133.45
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	0.00	74.73	0.00	74.73	0.00	74.73
7769	BANKRUPTCY POST PETITION CONDU	6,328.16	1,531.41	0.00	7,859.57	0.00	7,859.57

# Financial Statement for 2024 Period 03



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7772	LEBANON MUN ORD VIOLATION INDI	20,000.00	0.00	318.75	19,681.25	0.00	19,681.25
7773	SEX OFFENDER REGISTRATION FEE	0.00	100.00	100.00	0.00	225.00	225.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	15,430.62	12,208.75	11,293.25	16,346.12	0.00	16,346.12
7776	UNDIVIDED EVIDENCE SHERIFF	40,415.19	0.00	10,794.50	29,620.69	5,993.00	35,613.69
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	206,586.00	445,200.00	400,200.00	251,586.00	1,395,291.30	1,646,877.30
7779	UNDIVIDED DRUG TASK FORCE SEIZ	146,764.00	205,096.10	0.00	351,860.10	192.00	352,052.10
7781	REFUNDABLE DEPOSITS	407,432.00	12,455.65	6,304.91	413,582.74	2,377.27	415,960.01
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	128,294.50	70,818.60	199,113.10	0.00	197,121.97	197,121.97
7795	UNDIVIDED INDIGENT FEES	0.00	2,465.00	2,465.00	0.00	493.00	493.00
7796	MASON MUN ORD VIOLATION INDIGE	8,650.49	0.00	108.75	8,541.74	0.00	8,541.74
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	35,787.60	35,787.60	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	768,235.66	0.00	0.00	768,235.66	0.00	768,235.66
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,527,873.48	354,620.96	733,374.37	8,149,120.07	8,998.19	8,158,118.26
9912	FOOD SERVICE	361,339.15	93,603.00	28.00	454,914.15	843.50	455,757.65
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2024 Period 03



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9916	STATE REGULATED SEWAGE PROGRAM	190,092.69	5,762.25	14,010.00	181,844.94	0.00	181,844.94
9925	SOIL & WATER CONSERVATION DIST	1,076,692.68	0.00	172,244.17	904,448.51	17,689.74	922,138.25
9928	REGIONAL PLANNING	410,118.21	11,667.11	50,628.27	371,157.05	26.40	371,183.45
9938	WARREN COUNTY PARK DISTRICT	1,771,490.97	101,937.27	295,370.21	1,578,058.03	14,285.24	1,592,343.27
9944	ARMCO PARK	243,235.22	44,579.23	62,498.27	225,316.18	3,642.24	228,958.42
9953	WATER SYSTEM FUND	43,389.28	3,372.00	0.00	46,761.28	284.00	47,045.28
9954	MENTAL HEALTH RECOVERY BOARD	14,327,574.89	1,488,188.08	1,731,292.08	14,084,470.89	199,636.42	14,284,107.31
9961	HEALTH GRANT FUND	340,475.68	126,792.79	158,522.36	308,746.11	0.00	308,746.11
9963	CAMPGROUNDS	1,500.70	0.00	0.00	1,500.70	0.00	1,500.70
9976	HEALTH - SWIMMING POOL FUND	164,722.11	0.00	0.00	164,722.11	0.00	164,722.11
9977	DRUG TASK FORCE COG	654,840.84	219,023.41	240,748.46	633,115.79	21.98	633,137.77
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>		<b>498,875,102.26</b>	<b>164,441,842.57</b>	<b>195,002,121.11</b>	<b>468,314,823.72</b>	<b>5,104,941.33</b>	<b>473,419,765.05</b>

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for March, 2024 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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

# Resolution

Number 24-0493

Adopted Date April 09, 2024

## ACKNOWLEDGING PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 4/2/24 and 4/4/24 as attached hereto and made a part hereof.

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Auditor

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

# Resolution

Number 24-0494

Adopted Date April 09, 2024

## APPROVING VARIOUS RECORD PLATS

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

- Stibich Subdivision Replat – Deerfield 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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Plat File  
RPC

# Resolution

Number 24-0495

Adopted Date April 09, 2024

APPROVING AN OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the Second Quarter of their 2024 operating contribution be transferred from the County Commissioners Fund #11011112 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #11011112 into Mary Haven Youth Treatment Center Fund #2270:

\$289,900.00 from #11011112-5744 (GENL BOCC OT Mary Haven Home)  
into #2270-49000 (Distributions & Transfers)

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

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

Resolution adopted this 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Probate/Juvenile (file)  
Operational Transfer file  
OMB



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

# Resolution

Number 24-0496

Adopted Date April 09, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY CORRECTIONS MENTAL HEALTH FUND #2228

BE IT RESOLVED, to approve the following supplemental appropriation:

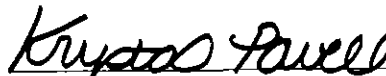
\$ 18,000.00 into BUDGET-BUDGET 22281220-5910 (Other Expense)

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental Appropriation file  
Common Pleas (file)

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

# Resolution

Number 24-0497

Adopted Date April 09, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND  
#2295

BE IT RESOLVED, to approve the following supplemental appropriations:

\$1,500.00	into	22952200-5210	(Material & Supplies)
\$1,000.00	into	22952200-5400	(Purchased Services)

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App. file  
Sheriff (file)

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

# Resolution

Number 24-0498

Adopted Date April 09, 2024

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE COURT FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office Fund #11012200 in order to process a vacation and sick leave payout for Brian Kennard, former employee of Sheriff's Office:

\$4,985.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)  
into #11012200-5882 (Sheriff's Office –Vacation Leave Payout)

\$ 286.00 from #11011110-5881 (Commissioners – Sick Leave Payout)  
into #11012200-5881 (Sheriff's Office –Sick Leave Payout)

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

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

# Resolution

Number 24-0499

Adopted Date April 09, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:


\$41,757.00 from #11012300-5820 (Health & Life Insurance)  
into #11012300-5310 (Vehicles Capital Outlay)

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Appropriation Adj. file  
Building/Zoning (file)

# Resolution

Number 24-0500

Adopted Date April 09, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2243

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court fund #2243:

\$10,000.00 from 22431240-5400 (Purchased Services)  
into 22431240-5910 (Other Expense)

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 24-0501

Adopted Date April 09, 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	22471242-5850	(Training & Education)
	into	22471242-5911	(Non Taxable Meal Fringe)

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 24-0502

Adopted Date April 09, 2024

APPROVE APPROPRIATION ADJUSTMENTS WITHIN OHIOMEANSJOBS WARREN COUNTY FUND #2254

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 25,000.00	from	22545800-5318	(Data BD Approv Non Cap)
\$ 10,000.00	from	22545800-5321	(DT BD Apr Cap BOCC)
\$ 14,000.00	from	22545800-5421	(Rent or Lease)
\$ 10,000.00	from	22545800-5651	(Support Adults)
\$ 20,000.00	from	22545800-5910	(Other Expense)
\$ 24,000.00	into	22545800-5102	(Regular Salaries)
\$ 15,000.00	into	22545800-5811	(PERS)
\$ 40,000.00	into	22545800-5820	(Health & Life Insurance)

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Appropriation Adjustment file  
OhioMeansJobs (file)

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

# Resolution

Number 24-0503

Adopted Date April 09, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION  
FUND #2265

BE IT RESOLVED, in order to process vouchers, it is necessary to approve the following  
appropriation adjustment:

\$32,000.00 from #22653420-5317 (Non Capital Purchase)  
into #22653420-5400 (Purchased Service)

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 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

/sm

cc: Auditor   
Appropriation Adj. file  
OGA (file)



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

# Resolution

Number 24-0504

Adopted Date April 09, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 9<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	FYDA FREIGHTLINER CINCINNATI INC	WAT 2025 FYDA FREIGHTLINER DUM	\$ 209,892.00 *vehicle
TEL	CDW LLC	TEL CDW CISCO CATALYST SWITCHE	\$ 14,640.36 *state contract
TEL	TRI COUNTY TOWER LLC	TEL TRI COUNTY TOWER REPAINTIN	\$ 47,790.00 *contract in packet
ENG	L. SUTHERLAND DBA DUNROBIN	ENG CONSULTING SERVICES	\$ 46,200.00 *contract in packet
WAT	JONES AND HENRY ENGINEERS LTD.	SEW LLM and WVILLE WWTP PROJECT	\$ 248,234.00 *contract in packet

## PO CHANGE ORDERS

WAT	BUILDING CRAFTS INC	WAT RICHARD A RENNEKER	\$ 70,019.15 *decrease
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4/9/2024 APPROVED:



Martin Russell, County Administrator