

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

# Resolution

Number 24-0710

Adopted Date June 04, 2024

**ADVERTISING AND SETTING THE PUBLIC HEARING TO CONSIDER THE COUNTY'S  
YEAR 2025 TAX BUDGET**

BE IT RESOLVED, to set July 2, 2024, at 9:30 a.m., in the County Commissioners' Meeting Room, for the public hearing to consider the filing of the County's Year 2025 Tax Budget; and

BE IT FURTHER RESOLVED, to advertise one (1) time in a newspaper of general circulation, at least ten (10) days prior to hearing.

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KP/

cc: Auditor   
Budget file  
S. Walther

# Resolution

Number 24-0711

Adopted Date June 04, 2024

ENTERING INTO A CONTRACT WITH RACK AND BALLAUER EXCAVATING COMPANY, INC FOR THE STATE ROUTE 48 – MAINEVILLE WATERMAIN REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #24-0533, dated May 21, 2024, this Board approved a Notice of Intent to Award a Contract for the State Route 48 – Maineville Watermain Replacement Project to Rack and Ballauer Excavating Company, Inc. for a total contract price of \$651,200.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Rack and Ballauer Excavating Company, Inc., 11321 Paddy's Run Rd., Hamilton, Ohio 45013 for a total contract price of \$651,200.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – Rack and Ballauer Excavating Company, Inc.  
Water/Sewer (file)  
OMB Project File

**SECTION 00 60 10  
CONTRACT**

THIS AGREEMENT, made this 4 day of JUNE, 2024 with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Rack and Ballauer Excavating Company, Inc., AND 11321 Paddy's Run Road, Hamilton, Ohio 45013** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**STATE ROUTE 48 – MAINEVILLE WATERMAIN REPLACEMENT PROJECT**

hereinafter called the project, for the sum of \$651,200. (**Six Hundred Fifty One Thousand, Two Hundred Dollars and No Cents**) and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Performance Bond
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial Completion: 90 Days from Notice to Proceed.

Final Completion: 120 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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

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

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

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

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

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

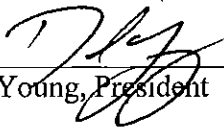
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

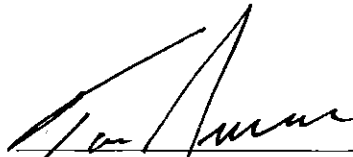
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS

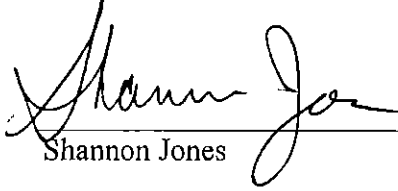
(Owner)

  
\_\_\_\_\_  
David G. Young, President

ATTEST:

  
Tom Grossmann, Vice President

Name

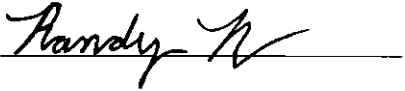
  
Shannon Jones


(Seal)

ATTEST:

CONTRACTOR NAME HERE


(Contractor)



By:   
Name

President  
Title

Approved as to Form:

  
Assistant Prosecutor

Adam M. Nice

# Resolution

Number 24-0712

Adopted Date June 04, 2024

**PREQUALIFYING TWENTY-THREE ENGINEERING FIRMS FOR WATERLINE AND SANITARY SEWER PROFESSIONAL DESIGN SERVICES FOR 2024-2026 AND AUTHORIZING MASTER SERVICE AGREEMENTS WITH SEVEN TOP-RANKED PRE-QUALIFIED FIRMS**

WHEREAS, pursuant to Resolution No. 24-0191, adopted February 6, 2024, the Board issued a Request for Qualifications (RFQ) for engineering services for waterline and sanitary sewer projects for the 2024 through 2026 and appointed a Review Committee to review statements of qualifications; and

WHEREAS, prior to the submittal deadline of March 21, 2024, twenty-three engineering consulting firms submitted statements of qualifications; and

WHEREAS, the appointed Review Committee evaluated and ranked the statements of qualifications, and a summary of the rankings is as follows:

ENGINEERING FIRM	TOTAL	RANK
RA Consultants	384	1
Stantec	365	2
ChoiceOne	358	3
Bayer Becker	355	4
Fishbeck	347	5
Strand	345	6
Arcadis	340	7
American Structurepoint	334	8
Jones Warner Consultants, Inc.	327	9
The Kleingers Group	324	10
Brumbaugh Engineering & Surveying, LLC	315	11
Kordan/Nemeth Engineering Inc.	311	12
CT Consultants	310	13
Resource International Inc	301	14
Jones & Henry Engineers, Inc	300	15
VS Engineering, Inc.	295	16
Clear Consulting	284	17
Kimley-Horn	283	18
DLZ	279	19
Brandstetter Carroll Inc	276	20
Wessler Engineering	262	21
Delve Underground	259	22
S&ME Inc.	216	23

NOW THEREFORE BE IT RESOLVED, to prequalify all twenty-three respondent firms pursuant to section 153.68 of the Ohio Revised Code; and

RESOLUTION #24-0712  
JUNE 04, 2024  
PAGE 2

BE IT FURTHER RESOLVED, to direct the Water and Sewer Department to negotiate a Master Services Agreement with the seven most qualified firms for waterline and sanitary sewer professional design services for the 2024-2026 planning period; and

BE IT FURTHER RESOLVED, to authorize the Water and Sewer Department to request fee proposals from any of the prequalified firms for specified projects during the 2024-2026 planning period in accordance with section 153.71 of the Ohio Revised Code.

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Water/Sewer (file)  
Project File

# Resolution

Number 24-0713

Adopted Date June 04, 2024

AUTHORIZING THE WATER AND SEWER DEPARTMENT TO ENTER INTO NEGOTIATIONS WITH TITAN ENERGY FOR CONSULTING SERVICES RELATIVE TO THE PROCUREMENT OF ENERGY GENERATION FOR VARIOUS WARREN COUNTY FACILITIES

WHEREAS, pursuant to Resolution #24-0464, adopted April 02, 2024, this Board authorized the issuance of a Request for Proposals for Consulting Services for the procurement of energy generation services for various Warren County facilities; and

WHEREAS, on or before May 2, 2024, the Water and Sewer Department received one (1) sealed qualification submittal; and

WHEREAS, an evaluation committee comprised of individuals from the Water and Sewer Department reviewed and evaluated the submittal; and

WHEREAS, the Water and Sewer Department requests authorization to begin contract negotiations with the top ranked firm.

NOW THEREFORE BE IT RESOLVED, to authorize the Water and Sewer Department to initiate negotiations with Titan Energy for the procurement of energy generation for various Warren County Facilities.

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Water/Sewer (file)  
Bid file



# Resolution

Number 24-0714

Adopted Date June 04, 2024

AUTHORIZING THE PRESIDENT OF THIS BOARD TO SIGN REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION, FORM 7015.15 RELATIVE TO ENVIRONMENTAL REVIEWS FOR FY2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

BE IT RESOLVED, to authorize the President of this Board to sign Requests for Release of Funds and Certifications, Form 7015.15, relative to the environmental reviews for the following Community Development Block Grant projects:


- FY24 Butlerville: 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> Street Road Repaving CDBG Project
- FY24 City of Franklin: Storm Sewer CDBG Project
- FY24 Harveysburg: South Street Improvements CDBG Project
- FY24 South Lebanon: King Ave. Improvement CDBG Project

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

/sm

cc: c/a—HUD  
OGA (file)  
HUD

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>B-24UC390009</b>	3. Recipient Identification Number (optional) _____
4. OMB Catalog Number(s) <b>14.218</b>	5. Name and address of responsible entity  Warren County Grants Administration 406 Justice Drive Lebanon, OH 45036	
6. For information about this request, contact (name & phone number) Susanne Mason 513-695-1210	7. Name and address of recipient (if different than responsible entity)  _____	
8. HUD or State Agency and office unit to receive request  US Dept. of HUD – Columbus Field Office		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)  FY24-South Lebanon – King Ave. Improvement Project	10. Location (Street address, city, county, State)  256 King Ave. South Lebanon Ohio
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11. Program Activity/Project Description

Repave 850 LF King Ave. between Hobart Ave and Mary Ellen Street

## Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>B-24UC390009</b>	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) <b>14.218</b>	5. Name and address of responsible entity	
6. For information about this request, contact (name & phone number) <b>Susanne Mason 513-695-1210</b>	<b>Warren County Grants Administration 406 Justice Drive Lebanon, OH 45036</b>	
8. HUD or State Agency and office unit to receive request <b>US Dept. of HUD – Columbus Field Office</b>	7. Name and address of recipient (if different than responsible entity)	

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s) <b>FY24 Harveysburg – South Streets Improvements Project</b>	10. Location (Street address, city, county, State) <b>120 South Street Harveysburg Ohio</b>
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11. Program Activity/Project Description

Pave 1,700 feet of South, Frost and Grant Streets

## Part 2. Environmental Certification (to be completed by responsible entity)

**With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:**

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>B-24UC390009</b>	3. Recipient Identification Number (optional) 
4. OMB Catalog Number(s) <b>14.218</b>	5. Name and address of responsible entity 	
6. For information about this request, contact (name & phone number) <b>Susanne Mason 513-695-1210</b>	<b>Warren County Grants Administration 406 Justice Drive Lebanon, OH 45036</b>	
8. HUD or State Agency and office unit to receive request <b>US Dept. of HUD – Columbus Field Office</b>	7. Name and address of recipient (if different than responsible entity) 	

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s) <b>FY24 Franklin – City of Franklin Storm Sewer Project</b>	10. Location (Street address, city, county, State) <b>416 Judy Drive, Franklin Ohio</b>
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11. Program Activity/Project Description

Pave 10,000 sq ft, install 200 LF of curb, gutter and storm sewer along Bryant & Judy Drive

## Part 2. Environmental Certification (to be completed by responsible entity)

**With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:**

- The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
- After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
- The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
- The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>B-24UC390009</b>	3. Recipient Identification Number (optional) 
4. OMB Catalog Number(s) <b>14.218</b>	5. Name and address of responsible entity  Warren County Grants Administration 406 Justice Drive Lebanon, OH 45036	
6. For information about this request, contact (name & phone number) Susanne Mason 513-695-1210	7. Name and address of recipient (if different than responsible entity)  	
8. HUD or State Agency and office unit to receive request  US Dept. of HUD -- Columbus Field Office		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)  FY24 Butlerville – 2 <sup>ND</sup> , 3 <sup>RD</sup> & 4 <sup>TH</sup> Street Road Repaving Project	10. Location (Street address, city, county, State)  8591 2 <sup>nd</sup> Street Butlerville Ohio
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### 11. Program Activity/Project Description

Pave 19,549 sq ft at 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> Street.

## Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

- The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
- After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
- The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
- The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.

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

# Resolution

Number 24-0715

Adopted Date June 04, 2024

**ENTERING INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF  
OHIOMEANSJOBS WARREN COUNTY**

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

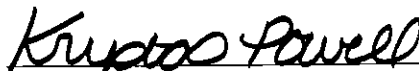
Dental Assistant Pro  
767 Columbus Avenue  
Lebanon, Ohio 45036

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Dental Assistant Pro, 767 Columbus Avenue, Lebanon, Ohio 45036**, hereinafter referred to as "Contractor".

### **Purpose:**

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

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

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

### **Responsibilities of the Contractor:**

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

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



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

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

**Responsibilities of OMJWC:**

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

**General Provisions:**

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

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

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

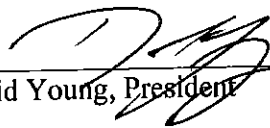
### **Assurances and Certifications:**

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

**Signature Page**

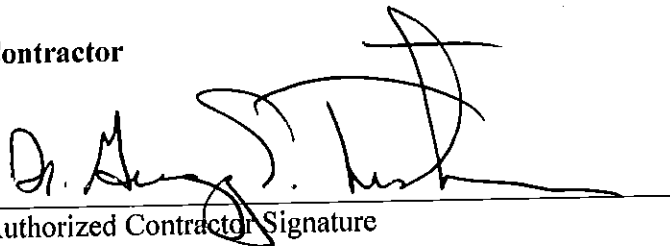
In witness whereof, the parties have executed this instrument on the date(s) indicated below:

**Warren County Board of Commissioners**

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

6-4-24  
Date

**Contractor**

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

5/24/2024  
Date

Dr. Gregg L. Testerman  
\_\_\_\_\_  
Typed Name of Authorized Contractor

5/24/2024  
Date

**Approved as to form:**

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

5/28/24  
Date

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

# Resolution

Number 24-0716

Adopted Date June 04, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/28/24 and 5/30/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Auditor

# Resolution

Number 24-0717

Adopted Date June 04, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RED HAWK LAND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 5A SITUATED IN THE VILLAGE OF MORROW

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## SECURITY AGREEMENT

Bond Number	:	24-004 (W/S)
Development	:	The Woodlands at Morrow, Phase 5A
Developer	:	Red Hawk Land, LLC
Location	:	Village of Morrow
Amount	:	\$18,459.57
Surety Company	:	Great American Insurance Company

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

caw

cc: Red Hawk Land LLC, 3400 Werk Road, Cincinnati, Ohio 45211  
Great American Insurance Group, 301 E 4<sup>th</sup> Street, Cincinnati, OH 45202  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

24-004 (w/s)

Bond# CA5363459

This Agreement made and concluded at Lebanon, Ohio, by and between Red Hawk Land, LLC  
(1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Great American Insurance Group (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Woodlands  
at Morrow **Subdivision, Section/Phase** 5A (3) (hereinafter the "Subdivision") situated in  
(4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$184,595.74,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
-0-; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security  
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved  
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements  
in accordance with Warren County subdivision regulations and to require all Developers to post security in  
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of -0- to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within  1  years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of  \$18,459.57  to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter **the Maintenance Obligation**). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.



7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Red Hawk Land, LLC

---

3400 Werk Rd

---

Cincinnati, OH 45211

---

Ph. ( 513 ) 451 - 2611

---

D. To the Surety:  
Great American Insurance Group  
\_\_\_\_\_  
301 E 4th Street  
\_\_\_\_\_  
Cincinnati, OH 45202  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. ( 513 ) 369 5000  
\_\_\_\_\_

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

\_\_\_\_\_ **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

\_\_\_\_\_ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

\_\_\_\_\_ **Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

\_\_\_\_\_ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

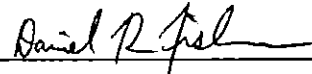
**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:** Red Hawk Land, LLC

**SURETY:** Great American Insurance Group

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Daniel R. Fisher

PRINTED NAME: Timothy J. Iori

TITLE: MANAGER

TITLE: Attorney in Fact


DATE: 01/19/2024

DATE: 01/19/2024

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0717, dated 6-4-24.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: \* 

PRINTED NAME: David G. Young

TITLE: President

DATE: 6-4-24

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21554

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TIMOTHY J. IORI	ALL OF	ALL
JAMES L. IORI	CINCINNATI, OHIO	\$100,000,000
ANTHONY L. IORI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of NOVEMBER, 2019.



*Atty L C B*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 11TH day of NOVEMBER, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this *Jan 19* day of *2024*



*Atty L C B*

Assistant Secretary



May 1, 2024

Chris Brausch, P.E.  
Warren County Water & Sewer Department  
406 Justice Dr.  
Lebanon, OH 45036

Re: The Woodlands at Morrow – Phase 5A

Please find enclosed our maintenance bond in the amount of \$18,459.57 for the sanitary sewer in The Woodlands at Morrow – Phase 5A. The lots in this section were platted on January 1, 2024. We would like to formally request that the effective start date for the maintenance period for this section is January 1, 2024. Please let us know if this is acceptable to you.

Sincerely,

Dan Fisher

Manager – Red Hawk Land, LLC

CC: Laura Gray, WC Water & Sewer

# Resolution

Number 24-0718

Adopted Date June 04, 2024

APPROVING A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH GRAND COMMUNITIES, LLC. FOR WYNSTEAD – SECTION 6 SITUATED IN SOUTH LEBANON

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

## RELEASE

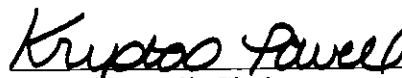
Bond Number	:	20-013 (W/S)
Development	:	Wynstead – Section 6
Developer	:	Grand Communities, LLC
Location	:	South Lebanon
Amount	:	\$7,680.17
Surety Company	:	Berkley Insurance Company (No. 0230368)

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cgb

cc: Grand Communities, Ltd., Attn: D. Stroup, 3940 Olympic Blvd, Ste 400 Erlanger KY 41018  
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830  
Water/Sewer (file)  
Bond Agreement file



# Resolution

Number 24-0719

Adopted Date June 04, 2024

CREATING BUTLER WARREN RD BRIDGE PROJECT FUND #4465 WITHIN THE  
ENGINEER'S OFFICE

BE IT RESOLVED, to approve the creation of the following bridge project fund:

Fund 4465 - Butler Warren Rd Bridge Project

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor ✓  
Engineer (file)  
OMB

# Resolution

Number 24-0720

Adopted Date June 04, 2024

## APPROVING SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COMMUNITY CORRECTIONS FUND #2262

BE IT RESOLVED, to approve the following supplemental appropriations:

\$33,000.00	into	22621224-5102	(Regular Salaries)
\$ 4,700.00	into	22621224-5811	(PERS)
\$ 9,000.00	into	22621224-5820	(Health & Life Insurance)
\$ 600.00	into	22621224-5871	(Medicare)

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0721

Adopted Date June 04, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #11011223 in order to process vacation payouts for Kristin Kesselring and Megan Holman, former employees of the Common Pleas Court:

\$4,548.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11011223-5882	(Common Pleas Court –Vacation Leave Payout)

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0722

Adopted Date June 04, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Fund #11012850 in order to process a vacation payout for Sophia Sidley, former employee of the Emergency Services:

\$7,335.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11012850-5882	(Emergency Services – Vacation Leave Payout)

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Emergency Services' Office (file)  
OMB

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

# Resolution

Number 24-0723

Adopted Date June 04, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation and sick leave payout for Elizabeth Sammons, former employee of the Facilities Management:

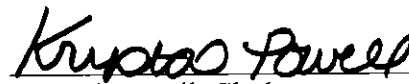
\$2,878.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management – Vacation Leave Payout)

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Facilities Management (file)  
OMB

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

# Resolution

Number 24-0724

Adopted Date June 04, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE  
FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 25,000.00 from 22023110-5102 (Regular Salaries)  
into 22023110-5321 (Dt Bd Apr Cap BOCC)

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Engineer (file)

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

# Resolution

Number 24-0725

Adopted Date June 04, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND  
#2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services  
fund 2203:

\$ 150,000.00	from	22035310-5400	(Purchased Services)
	into	22035310-5749	(Children Services)

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Appropriation Adjustment file  
Human Services (file)

# Resolution

Number 24-0726

Adopted Date June 04, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT REHAB  
& MAINTENANCE FUND #4496

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
Rehab & Maintenance fund #4496:

\$ 35,000.00 from 44963725-5317 (Non-Capital Purchases)  
into 44963725-5320 (Capital Purchases)

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)



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

# Resolution

Number 24-0727

Adopted Date June 04, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND  
#6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630:

\$629.29	from	66302258-5830	(Workers Compensation)
	into	66302258-5881	(Sick Leave Payout)

\$3,547.03	from	66302258-5830	(Workers Compensation)
	into	66302258-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

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

# Resolution

Number 24-0728

Adopted Date June 04, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 20,000.00 from 11011220-5820 (Health & Life Insurance)  
into 11011220-5318 (Data Bd. Approv. Non-Cap)

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0729

Adopted Date June 04, 2024

WAIVING FEES ASSOCIATED WITH THE INSTALLATION OF A TENT DURING A DONOR APPRECIATION EVENT ON BEHALF OF BACK2BACK MINISTRIES

WHEREAS, Back2Back Ministries is submitting permit applications for the installation of a tent during a donor appreciation event; and

WHEREAS, we are in receipt of a letter from Back2Back Ministries, a non-profit organization, requesting said fees be waived.

NOW THEREFORE BE IT RESOLVED, to waive fees associated with the permit application of Back2Back Ministries; and

BE IT FURTHER RESOLVED, that Back2Back Ministries is responsible for the surcharge required by the State of Ohio.

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

kp/

cc: Building/Zoning (file)  
Back2Back Ministries ([tvanderwoude@back2back.org](mailto:tvanderwoude@back2back.org))

# **Resolution**

Number 24-0730

Adopted Date June 04, 2024

**TERMINATING THE FY21 VILLAGE OF MORROW – TRAIN DEPOT RENOVATIONS  
COMMUNITY BLOCK GRANT PROJECT MECHANICAL / HVAC IMPROVEMENTS  
CONTRACT WITH ARROWHEAD HEATING & COOLING**

WHEREAS, on September 26, 2023, this Board of Commissioners of Warren County, Ohio (the “Board”) adopted Resolution Number 23-1229 and entered into the FY21 Village of Morrow – Train Depot Renovations Community Block Grant Project for Mechanical/HVAC Improvements Contracts with Arrowhead Heating & Cooling; and

WHEREAS, paragraph 1.1 of the said Contract required Arrowhead Heating & Cooling to commence the Mechanical / HVAC Improvements within 60 days of execution of the Contract, and to complete the Mechanical / HVAC Improvements by December 31, 2023; and

WHEREAS, as of today, Arrowhead Heating & Cooling has not commenced any of the Mechanical / HVAC Improvements; and

WHEREAS, the County Grants Administrator, Suzanne Mason, recommended to the Board that the said Contract be terminated.

NOW THEREFORE BE IT RESOLVED, by at least a majority of the Board concurring:

**SECTION 1.** The Board finds that Arrowhead Heating & Cooling is in breach of the FY21 Village of Morrow – Train Depot Renovations Community Block Grant Project for Mechanical / HVAC Improvements Contract.

**SECTION 2.** The Board authorizes the Deputy County Administrator to send written notice on the Board’s behalf to Arrowhead Heating & Cooling terminating the Contract with Arrowhead Heating & Cooling for FY21 Village of Morrow – Train Depot Renovations Community Block Grant Project for Mechanical / HVAC Improvements.

**SECTION 3.** That the Clerk is hereby directed to forward a copy of this Resolution to the County Auditor and the Village of Morrow.

**SECTION 4.** That it is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

RESOLUTION #24-0730  
JUNE 04, 2024  
PAGE 2

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Arrowhead Heating and Cooling  
OGA (file)  
Auditor (certified)  
Village of Morrow (certified)  
Project file

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Commissioners of Warren County, Ohio, on the 4<sup>th</sup> day of June 2024 and was certified to the County Auditor of Warren County and the Village of Morrow.

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

# Resolution

Number 24-0731

Adopted Date June 04, 2024

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

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

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 4<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS

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

/lkl

cc:  
Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount	
WAT	RACK & BALLAUER EXCAVATING CO INC	WAT STATE ROUTE 48 MAINEVILLE	\$ 651,200.00	* cost proposal/ contract in packet
WAT	KARL ERICH ROSE	SEW SERVICE BODY AND INSTALLAT	\$ 15,750.00	*vehicle/ 3 quotes
WAT	KARL ERICH ROSE	WAT FURNISH AND INSTALL STEEL	\$ 19,295.00	*vehicle/ 3 quotes

**PO CHANGE ORDERS**

Department	Vendor Name	Description	Amount	
ENG	LB INC	ENG STPHNS RD BRDG REPLC PROJ	\$ 1,468.81	* decrease/ ODOT payment

6/4/24 APPROVED :



Susan Walther, Deputy County Administrator