

Resolution

Number 22-0457

Adopted Date April 05, 2022

HIRE DAVID EDWARDS AS MECHANIC II, WITHIN THE WARREN COUNTY GARAGE

BE IT RESOLVED, to hire David Edwards as Mechanic II within the Warren County Garage, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #16, \$24.00 per hour, effective April 18, 2022, subject to a negative background check, drug screen and a 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Garage (file)
D. Edwards' Personnel file
OMB – Sue Spencer

Resolution

Number 22-0458

Adopted Date April 05, 2022

HIRE KRISTIN MULLENIX AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Kristin Mullenix as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$15.00 per hour, effective April 11, 2022 subject to a negative drug screen, background check and a 365-day probationary period.

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

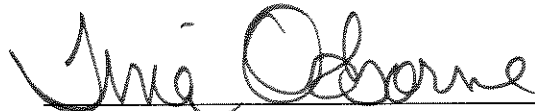
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
K. Mullenix's Personnel file
OMB-Sue Spencer

Resolution

Number 22-0459

Adopted Date April 05, 2022

ACCEPT RESIGNATION OF BRENDAN CZINEGE, WATER DISTRIBUTION WORKER II, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE MARCH 31, 2022

BE IT RESOLVED, to accept the resignation of Brendan Czinege, Water Distribution Worker II, within the Warren County Water and Sewer Department, effective March 31, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
B. Czinege's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0460

Adopted Date April 05, 2022

APPROVE PAY INCREASE FOR JON STEWART, WASTEWATER TREATMENT PLANT TECH, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Stewart has obtained his CDL license with the required N endorsement; and

WHEREAS, the Sanitary Engineer has requested Mr. Stewart receive a four (4) percent increase as outlined in the department work rules, and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Jon Stewart, Wastewater Treatment Plant Technician within Warren County Water and Sewer Department, to \$17.22 per hour, effective pay period beginning April 9, 2022.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-0461

Adopted Date April 05, 2022

ACCEPT RESIGNATION OF HEATHER HURTT, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE APRIL 12, 2022

BE IT RESOLVED, to accept the resignation, of Heather Hurtt, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective April 12, 2022.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
H. Hurtt's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0462

Adopted Date April 05, 2022

ACCEPT RESIGNATION OF KAYLI STRICKLAND, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE MARCH 31, 2022


BE IT RESOLVED, to accept the resignation, of Kayli Strickland, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective March 31, 2022.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-0463

Adopted Date April 05, 2022

HIRE TYLER BLAIR AS INFRASTRUCTURE SYSTEMS ANALYST I, WITHIN THE TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to hire Tyler Blair as Infrastructure Systems Analyst I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #18, \$23.10 per hour, effective April 25, 2022, subject to a negative drug screen, background check and a 365-day probationary period, and

BE IT FURTHER RESOLVED, Mr. Blair is required to obtain FCC Amateur Radio Services Technician License, CompTIA Server+ Certification, CompTIA Network+ Certification, and CompTIA A+ Certification prior to meeting the probation period.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Telecom (file)
T. Blair's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0464

Adopted Date April 05, 2022

ACCEPT RESIGNATION OF TONYA CORNETT EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE APRIL 10, 2022


BE IT RESOLVED, to accept the resignation, of Tonya Cornett, Emergency Communications Operator, within the Warren County Emergency Services Department, effective April 10, 2022.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
T. Cornett's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0465

Adopted Date April 05, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO MISTY TREADWAY,
WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES
DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Misty Treadway; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Misty Treadway for a personal illness not to exceed twelve (12) weeks; pending further documentation from Ms. Treadway's physician.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
M. Treadway's FMLA file
Sue Spencer

Resolution

Number 22-0466

Adopted Date April 05, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO TAYLER BISHOP,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Tayler Bishop;
and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Tayler Bishop not to exceed twelve (12) weeks; pending further documentation from Mr. Bishop's
physician.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water & Sewer (file)
T. Bishop's FMLA file
OMB – Sue Spencer

Resolution

Number 22-0467

Adopted Date April 05, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JOHN MCINTOSH,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for John McIntosh; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for John McIntosh not to exceed twelve (12) weeks; pending further documentation from Mr. McIntosh's physician.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water & Sewer (file)
J. McIntosh's FMLA file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0468

Adopted Date April 05, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO KIMBERLY JENT
WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Kimberly Jent;
and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Kimberly Jent not to exceed twelve (12) weeks; pending further documentation from Ms. Jent's
physician.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
K. Jent's FMLA file
OMB – Sue Spencer

Resolution

Number 22-0469

Adopted Date April 05, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO BRITTANY CREAGER
WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Brittany Creager; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Brittany Creager not to exceed twelve (12) weeks; pending further documentation from Ms. Creager's physician.

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

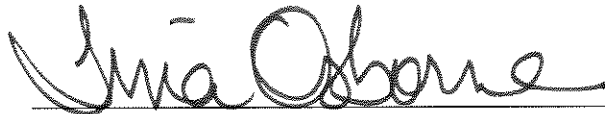
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
B. Creager's FMLA file
OMB – Sue Spencer

Resolution

Number 22-0470

Adopted Date April 05, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO KRISTEN OSBORN
WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Kristen Osborn; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Kristin Osborn not to exceed twelve (12) weeks; pending further documentation from Ms. Osborn's physician.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
K. Osborn's FMLA file
OMB – Sue Spencer

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

Resolution

Number 22-0471

Adopted Date April 05, 2022

APPROVE APPOINTMENT OF JEROME HARROD TO THE ELDERLY SERVICES
ADVISORY COMMITTEE

BE IT RESOLVED, to approve the appointment of Jerome Harrod, 5269 Little Turtle Drive,
South Lebanon, Ohio 45065, to fill the expired term of Charles Peckham Jr.; said term to expire
December 31, 2024.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Appointments file
Appointee
Laura Lander
COA (file)

Resolution

Number 22-0472

Adopted Date April 05, 2022

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN ALL DOCUMENTS ASSOCIATED WITH GRANT AGREEMENT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION OFFICE OF AVIATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS RELATIVE TO FY2022 OHIO AIRPORT GRANT PROGRAM (#22-05)

WHEREAS, the Airport Authority Board applied and has been granted an FY2022 Ohio Airport Grant (22-05) by the Ohio Department of Transportation Office of Aviation relative to the replacement of the taxiway lighting and lighted wind cone at the Warren County Airport/John Lane Field; and

WHEREAS, said grant contract must be executed in order to receive the \$261,200 grant; and

BE IT RESOLVED, to approve and authorize the County Administrator to sign all documents associated with the FY2022 grant agreement (22-05) with the Ohio Department of Transportation Office of Aviation relative to the Taxiway Lighting and New Wind Cone Project at the Warren County John Lane Field Airport; as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ODOT
Airport Authority (file)
B. Quillen
T Zindel
Al Wolfson

Resolution

Number 22-0473

Adopted Date April 05, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO JESS HOWARD ELECTRIC COMPANY FOR THE 2022 IMPROVEMENTS TO WARREN COUNTY AIRPORT – JOHN LANE FIELD TAXIWAY LIGHTING AND NEW WIND CONE PROJECT

WHEREAS, bids were closed at 3:00 p.m., on March 21, 2022, and the bids received were opened and read aloud for the 2022 Improvements to Warren County Airport – John Lane Field Taxiway Lighting And New Wind Cone Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Stantec Consulting Services, in coordination with Warren County Airport Authority Board, Jess Howard Electric Company has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Stantec Consulting Services, in coordination with Warren County Airport Authority Board, that it is the intent of this Board to award the contract to Jess Howard Electric Company, 6630 Taylor Road, Blacklick, Ohio 43004, for a total bid price of \$271,472.00; and

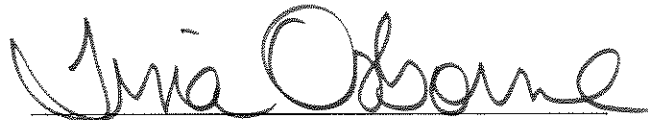
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Airport (file)
OMB Bid file

Resolution

Number 22-0474

Adopted Date April 05, 2022

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES (AGENCY) AND KINNECT (PROVIDER)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Children Services and Kinnect (OhioKAN); copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Kinnect
Children Services (file)

OhioKAN (Ohio Kinship and Adoption Navigator)

What is it?

OhioKAN is a program through Kinnects that is funded by Ohio Department of Job and Family Services. It is a flexible and responsible kinship and adoption navigator program designed to support children, youth, and their families. Building on the premise that families are inherently capable of finding solutions to the circumstances and challenges the face, the OhioKAN program will take an inclusive, engaging, and genuine approach to strengthening families and their networks.

OhioKAN navigators work throughout 10 OhioKAN regions. It is designed specifically to ensure every kinship and adoptive family who wants support navigating the resources available to them can get it. All 88 counties are divided into 10 regions. Warren County is in region 9 and includes Butler, Warren, Clinton, Clermont, and Hamilton.

Why Warren County?

Kinnects contacted Warren County and requested that we applied to be one of the Regional Site Partners due to our success with kinship and belief that children should stay with kinship whenever possible. By providing support to kinship providers, it allows children to continue in their schools and live in their communities. Warren County's dedication towards support of kinship has lowered the number of kids in care from 356 in 2017 to 173 in 2021. Kinship support decreased the yearly placement cost from 57% of the budget in 2017 to 41% of the budget in 2021. This is due to creating of a part time kinship support worker, providing supportive services to kinship, as well as increased efforts with family search and engagement. Being a site for the Kinship Navigator will add additional support. The Navigator will be supervised by our Foster Care Supervisor.

How it works:

- Step 1: Initial conversation: Ohio KAN navigator talks directly with the kinship or adoptive family via phone, zoom or in person as needed. Determine what the family needs.
- Step 2: OhioKAN Basics: Determine if the family is going to work with OhioKAN and start making a plan of needs.
- Step 3: Resource Review: Use the OhioKAN information Hub to organize and research available resources.
- Step 4: Personalized Resource Plan: Create an action plan for navigating and access local and statewide resources.
- Step 5: Follow up: OhioKAN will makes sure the resources were helpful.
(In the future, the Navigator will be making home visits and have a caseload)

Funding/Sustainability:

The Navigator Position is fully funded by ODJFS through Kinnects/OhioKAN as well as \$8,000 to be used at the agency's discretion. A budget was submitted and approved and will be reimbursed to the county. If funding is no longer offered for this position, Warren County will no longer provide a site for the program.



Memorandum of Understanding

by and between

Kinnect,

a nonprofit corporation organized under the laws of the State of Ohio

and

Warren County Children Services,

a public child welfare agency established under the State of Ohio

Effective as of March 25, 2022

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EXHIBIT A - Workforce Development Framework
EXHIBIT B - Performance Management Framework
EXHIBIT C - Navigator Description
EXHIBIT D - OhioKAN Mission, Vision, and Values
EXHIBIT E - Budget
EXHIBIT F - Monthly Program and Financial Report; Reimbursement Request

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into as of February 24, 2022 ("Effective Date"), by and between Kinnect, a nonprofit corporation organized under the laws of the State of Ohio ("Kinnect"), and Warren County Children Services, a public child welfare agency established under the State of Ohio ("Agency"). Kinnect and the Agency are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Kinnect accomplishes its mission by creating relationships, taking a collaborative approach and coordinating efforts with the many public and private agencies working to achieve permanency outcomes for youth in foster care.

B. The Ohio Administrative Code Section 5101:2-40-10 (the "ORC") establishes the Ohio Kinship and Adoption ("OhioKAN") navigator program (the "Program"), which is "designed to provide a resource for kinship and post-adoptive families to assist them in learning about, finding, and using programs and services to meet the needs of the children and youth they are raising as well as the needs of the caregivers. The OhioKAN program is to provide information and referral services and assistance obtaining support services."

C. Kinnect and Ohio Department of Jobs and Family Services ("ODJFS") are party to that certain Ohio Department of Job and Family Services Grant Agreement designated as agreement number G-2223-06-0268 ("ODJFS Agreement"), attached, pursuant to which ODJFS is providing funding to Kinnect in connection with the administration of the Program.

D. The Parties wish to work together and collaborate with each other to plan and implement the Program in accordance with the Ohio Administrative Code.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1 ENGAGEMENT. During the Term of this Agreement, the Parties shall work together to implement, evaluate, and make adjustments to the Program as determined by Kinnect.

SECTION 2 OVERSIGHT AND EVALUATION.

(a) Collaboration Oversight. The Parties shall meet regularly throughout the Term of the Agreement to provide their expertise and input into the collaboration, including the development, implementation and evaluation of the Program through adherence to the Workforce Development Framework attached hereto as Exhibit A.

(b) Operations. In consultation with Kinnect, the Agency shall be responsible for the oversight of Navigators (as hereinafter defined). Navigators shall work collaboratively with Kinnect to learn the intervention of the Program and to be able to implement it to fidelity. Kinnect shall be responsible for regional and statewide coordination of trainings, meetings, technical

assistance, and consultation, including the hiring and oversight of program coordinators ("Program Coordinators"), regional coaches ("Regional Coaches"), regional directors ("Regional Directors"), and regional coordinators ("Regional Coordinators").

(c) Evaluation and Data. The Parties shall regularly evaluate the Program for compliance and progress towards anticipated measurable outcomes. The Agency will work with Regional Coaches and Regional Coordinator to ensure the successful collection of data as well as successful input of Program data into the Statewide Automated Child Welfare Information System ("SACWIS") as authorized by Article I, section A(4)(c) of the ODJFS Agreement.

(d) Performance Management Framework. In connection with the oversight of the Program, including the evaluation of those individuals hired as Navigators (as hereinafter defined), the Parties agree to utilize Kinnect's Performance Management Framework attached hereto as **Exhibit B**.

SECTION 3 AGENCY RESPONSIBILITIES. To facilitate implementation of the Program, the Agency agrees to work with the Regional Director to ensure the successful implementation of the Program.

(a) Leadership and Support. In addition to ongoing local management of the Program, the Agency shall work with Kinnect to support, implement and evaluate the Program, including marketing the Program as appropriate.

(b) Navigators. The Agency is responsible for implementing the Program by hiring and overseeing personnel who shall serve as full-time Program Navigators ("Navigators") meeting the position requirements set forth in **Exhibit C**. Each Navigator shall be a full-time employee of the Agency and must adhere to the Program mission, vision, and values attached as **Exhibit D**. The Agency's responsibilities include, but are not limited to, (a) adhering to the Program goals, (b) collecting required data for Kinnect and evaluation team; (c) providing timely and complete Program invoices; (d) identifying key staff responsible for ensuring success of the Program; (e) ensuring fidelity to the Program model by having all relevant personnel and other relevant partners trained on the Program model; (f) training personnel on and ensuring compliance with the Health Insurance Portability and Accountability Act ("HIPAA"); and (g) training personnel on and ensuring compliance with the nondiscrimination policy set forth in Section 11 below. Further, the Agency shall work in collaboration with Kinnect to ensure that Navigators provide phone coverage during the hours of 8:30 A.M. to 6:30 P.M., Eastern Standard Time, Monday through Friday. Notwithstanding the foregoing, the maximum number of Navigators that Agency may employ during the Term of this Agreement is one (1).

(c) Fiscal Responsibility. The Agency is responsible for adhering to the terms and conditions of this Agreement and the Budget attached hereto as **Exhibit E**. The Agency acknowledges that any misuse or miscalculation of funds is solely the responsibility of the Agency; the Agency shall be solely responsible for all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse.

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(d) Data Sharing and Evaluation. The Agency will work with Kinnect to ensure Program data is properly entered into SACWIS for evaluation purposes. Kinnect will provide assistance to the Agency to build its capacity to collect, analyze and report Program data. The Agency agrees to administer any tools developed by Kinnect for evaluation purposes.

SECTION 4 KINNECT RESPONSIBILITIES.

(a) Staffing. In addition to ongoing consultation, fiscal management and collaborative support for the Program, Kinnect shall maintain responsibility for hiring and overseeing Regional Directors, Regional Coordinators, and Regional Coaches. At the request of Agency, Kinnect may participate in the interview process for Navigators.

(b) Funding. Subject to the terms and conditions of this Agreement, and the Budget attached hereto as Exhibit E, Kinnect shall provide funds to the Agency to reimburse costs associated with the Program. The Agency is responsible for all costs of the Program not covered by Kinnect. If funding for the Program is no longer available to ODJFS, Kinnect is not responsible for paying the Navigator.

(c) Organizational Fee. Kinnect shall pay to Agency a fee (the “Organizational Fee”) in the amount of \$8,000, which fee shall be used at the Agency’s discretion. The Organizational Fee shall be payable to Agency upon the hiring of a Navigator. The Agency shall include such request for Organizational Fee on its Invoice (as hereinafter defined) in accordance with Section 5. If at any time Kinnect receives budget approval to increase such Organizational Fee, Kinnect shall notify Agency of such increase to the Organizational Fee by electronic mail in accordance with Section 15.

(d) Technical Assistance. Kinnect shall provide or procure technical assistance for the Agency to support the Program. Kinnect may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with the Agency. Kinnect will ensure the Agency is able to access training and technical assistance on an as needed or required basis.

(e) Equipment. Kinnect shall grant the Navigator the right to use certain technological equipment, including a phone (which phone shall have a ‘hotspot’ capability), laptop, monitor, printer, docking station and ancillary equipment (collectively, “Equipment”). Kinnect shall not be responsible for providing general office supplies. Agency shall take reasonable to ensure Navigator shall use the Equipment only in connection with the Program and in accordance with all applicable laws. At the conclusion of the Term, Navigator shall return all Equipment to Kinnect in a good condition, wear and tear excepted. At all times, Kinnect shall remain the owner of the Equipment.

SECTION 5 REPORTS AND PAYMENTS.

(a) Invoices. The Agency shall provide Kinnect with an invoice (the “Invoice”) by 5:00 P.M. Eastern Standard Time on the fifth (5th) business days of each month for expenses actually incurred during the immediately preceding calendar month, which amounts shall not exceed the Budget. The Agency shall also provide Kinnect with those reports required by this Agreement

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and any additional information requested by Kinnect, to the extent the Agency is not barred by confidentiality laws. Kinnect shall reimburse the Agency within thirty (30) days after the later of Kinnect's receipt of the required information for the same calendar month. A delay in reimbursement to the Agency may occur, or reimbursement to the Agency may not be paid, if the Agency is not in compliance with its obligations under this Agreement and/or under the Program. All invoices should be submitted to Kinnect through electronic mail to ohiokan@kinnectohio.org with subject line "Agency Monthly Invoice." Kinnect shall provide a copy of the Invoice to ODJFS for its review. Notwithstanding the foregoing, Kinnect shall not be obligated to provide such payment to the Agency until ODJFS has completed their review of the Invoice and provided reimbursement payment to Kinnect.

SECTION 6 USE OF FUNDS.

(a) Compliance with Agreement. With the exception of the Organizational Fee as provided in Section 4 of this Agreement, OhioKAN funds ("Program Funds") shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Program Funds may not be expended for any other purpose without Kinnect's prior written approval, which may be withheld in Kinnect's sole discretion.

(b) Compliance with Law. Program Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code. The Agency shall not engage in any activity in furtherance of the Program that jeopardizes Kinnect's tax status as a private nonprofit corporation. No Program Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; (c) to make grants to individuals on a non-objective basis; or (d) for any other purpose outside the scope of this Agreement.

(c) Use of Funds. During the Term of this Agreement, the Agency shall use the Program Funds as set forth in this Agreement. The Agency must submit the Monthly Program and Financial Report and Reimbursement Request (in the form attached hereto as **Exhibit F**) to Kinnect no later than thirty (30) days after this Agreement is signed indicating how Program Funds will be expended. The Agency agrees to ensure that the Program Funds are used only for allowable expenses. The Agency understands by accepting the Program Funds, Kinnect will not be deemed liable for any false claims, inaccurate reporting, or lack of reporting.

(d) Return of Funds. The Program Funds are allocated on a reimbursement basis, and therefore, the Agency will not be responsible for returning any unspent funds. It is the expectation of Kinnect that the Agency will plan and use the portion budgeted over the Term of this Agreement.

SECTION 7 RECORDS, REVIEW AND AUDIT. The Agency must identify Program Funds on its books for ease of reference and verification. The Agency shall keep organized records of all receipts, timesheets, and expenditures and otherwise account in detail and its activities conducted pursuant to this Agreement, including copies of all reports submitted to Kinnect. The Agency shall keep said records, as well as copies of reports submitted to Kinnect, for at least three (3) years following completion of the Term of the Agreement and in compliance with the County's applicable records retention schedule. Upon written request and reasonable notice by Kinnect, and

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to the extent permitted by law, the Agency will permit Kinnect and its agents or representatives to visit such the Agency's premises, or submit to Kinnect's offices the requested materials, to review the Agency's activities hereunder and conduct, at Kinnect's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of Program Funds.

SECTION 8 TERM AND TERMINATION.

(a) Term. This Agreement shall commence upon the Effective Date and shall continue until June 30, 2022 (the "Term"), unless sooner terminated under Section 8(b) of this Agreement or modified/amended pursuant to a written agreement of the Parties.

(b) Termination. Notwithstanding the Term, either Party may terminate this Agreement at any time and for any reason, including no cause, during the Term by giving at least thirty (30) days advanced written notice to the other Party (the "Termination Notice"). The termination shall be effective on the thirty-first (31st) day following receipt of Termination Notice. Immediately upon receiving a Termination Notice from either Party, the Parties shall use their best efforts to prevent further costs or expenses from being incurred under this Agreement and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, Kinnect shall reimburse the Agency for all necessary and reasonable costs and expenses actually incurred prior to the termination.

SECTION 9 CONFIDENTIALITY. In connection with the Agreement, the Parties may not share confidential information or identifying materials regarding children, youth or families relevant to the delivery of services to facilitate the Program, including, but not limited to, names, addresses, physical and mental health data, family history and like information (collectively, "Confidential Information"). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations; and (c) is it not in violation of HIPAA. Each Party shall maintain responsibility for training its respective employees and ensuring their compliance with respect to the requirements set forth in this Section 9.

SECTION 10 PERSONNEL. The Parties acknowledge that access to the Confidential Information of, and interaction with, any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks, and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities. The Agency shall ensure that Navigators hired in accordance with this Agreement have successfully completed (a) a ten-panel drug screen, and (b) a background check, which background check shall include (1) social security number trace, (2) county court criminal conviction search, (3) national criminal locator search, (4) federal court criminal conviction search, (5) CrimeSweep sex offender search, and (5) driver's license history report.

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SECTION 11 NONDISCRIMINATION POLICY. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief in any Program activity or any other state or federally recognized protected class.

SECTION 12 INTELLECTUAL PROPERTY. The Parties covenant and agree that, as between the Agency and Kinnect, Kinnect shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all materials the Agency develops, authors, creates or conceives, either solely or jointly with others, in connection with the Agency's performance of the services performed under this Agreement (collectively, the "Work Product"), including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights (collectively "Intellectual Property Rights") therein. To the extent that any of the Agency's pre-existing materials are contained in the Work Product, The Agency retains ownership of such pre-existing materials and hereby grants to Kinnect an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials. Except for the above mentioned preexisting materials, the Agency has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Work Product. Notwithstanding the foregoing, the parties acknowledge that the Agency is a public entity covered by Ohio's public records act. Nothing in this section shall limit the Agency's ability or duty to comply with Ohio's public records laws, including production of public records pursuant to the Agency's obligations under R.C. 149.43 for inspection and copying.

SECTION 13 COMMUNICATION STANDARDS. Each Party shall not publish or disseminate the Program Materials without the consent of the other Party. A Party desiring to publish or otherwise disseminate the Program Materials (in each case, the "Publishing Party") shall first obtain the approval of the other Party (the "Approving Party") prior to such publication or dissemination. The Publishing Party shall provide a copy the desired publication or dissemination to the Approving Party together with the details of the desired publication or dissemination, including, without limitation, the nature of the publication and the intended audience. The Approving Party shall have five (5) business days to notify the Publishing Party that it does not consent to the publication and dissemination of the Program Materials. If no such notice is received, the Approving Party shall be deemed to have approved the publication and dissemination of the Program Materials. Notwithstanding the foregoing, the Agency shall first obtain Kinnect's written approval prior to (i) speaking to any media outlet regarding the Program, or (ii) using Kinnect's or the Program's logos in any manner.

SECTION 14 INSURANCE AND INDEMNIFICATION.

(a) Insurance. Each Party warrants that it carries the following insurance: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party's property to be used in support of the Program. Upon request, each Party shall provide the other with certificates of insurance. The parties acknowledge that the Agency participates in a government agency risk sharing pool, evidence of which shall satisfy any insurance requirements outlined in this Section.

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SECTION 15 GENERAL.

(a) Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Ohio without reference to its conflicts of law principles.

(b) Incorporation. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

(c) Dispute Resolution. In the event of a breach of this Agreement or a dispute between the Parties that arises from or relates to this Agreement, the Parties shall first attempt to reach a resolution between them. If the Parties are unable to resolve the dispute between them, the Parties may bring any legal action or proceeding with respect to this Agreement in any court of competent jurisdiction in Cuyahoga County, State of Ohio, and they do hereby submit to the jurisdiction of any and all such courts regardless of their residence or where this Agreement may be executed. Nothing in this provision shall prohibit, or operate as a limit on, the right of either Party to terminate this Agreement.

(d) Separate Entities. By entering into this Agreement, the Parties do not intend to create a joint-employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors.

(e) Notices. All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given and deemed effective when received (i) when hand-delivered; (ii) one business day after pick-up for overnight delivery by an overnight courier; or (iii) two (2) business days after pick-up by Express Mail (U.S. Postal Service); in each case, addressed to the party to be notified at the address as follows:

If to Kinnect: Kinnect
1427 E. 36 Street, Suite 4203F
Cleveland, Ohio 44114
Attn: Shannon Deinhart, Executive Director
E-mail: shannon@kinnectohio.com

With a copy to: McDonald Hopkins LLC
600 Superior Avenue E., Suite 2100
Cleveland, Ohio 44114
Attn: Teresa Metcalf Beasley, Esq.
E-mail: tmbeasley@mcdonaldhopkins.com

If to Agency: Warren County Children Services

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416 S. East St.
Lebanon, Ohio 45036
Attn: Susan Walther, Director
E-mail: susan.walther@ifs.ohio.gov

or such other place as Kinnect or the Agency may from time to time designate in writing to the other.

(f) Subcontracting. The Agency shall not delegate the performance of its obligations under this Agreement to any other person or entity without prior written approval from Kinnect.

(g) Assignment. Neither Party shall assign this Agreement nor its interest therein without the other Party's prior written consent.

(h) No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

(i) Entire Agreement/Modification. This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

(j) No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

(k) Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

(l) Severability. If any term, provision, clause or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

(m) Survival. The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

(n) Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

(o) ODJFS Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the ODJFS Agreement, the terms of the ODJFS Agreement shall prevail.

(Signatures on following page.)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. The undersigned represent by their signatures that they have full authority to execute this Agreement on behalf of the Parties.

AGENCY:

Recommend

Susan Walther, Director
Warren County Children Services
416 S. East St. Lebanon, OH 45036
Employer ID Number: 31-6000058

(DATE)

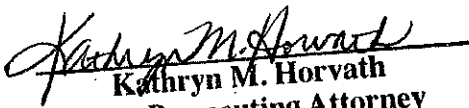
Tom Grossmann, Commissioner
Warren County Board of County Commissioners
406 Justice Dr. Lebanon, OH 45036
Employer ID Number: 31-6000058

(DATE)

Shannon Jones, Commissioner
Warren County Board of County Commissioners
406 Justice Dr. Lebanon, OH 45036
Employer ID Number: 31-6000058

(DATE)

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

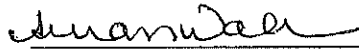
David G. Young, Commissioner
Warren County Board of County Commissioners
406 Justice Dr. Lebanon, OH 45036
Employer ID Number: 31-6000058

(DATE)

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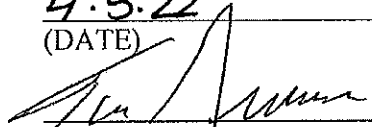
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. The undersigned represent by their signatures that they have full authority to execute this Agreement on behalf of the Parties.

AGENCY:

 Recommend


Susan Walther, Director
Warren County Children Services
416 S. East St. Lebanon, OH 45036
Employer ID Number: 31-6000058

4.5.22
(DATE)



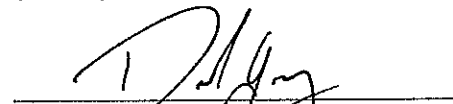
Tom Grossmann, Commissioner
Warren County Board of County Commissioners
406 Justice Dr. Lebanon, OH 45036
Employer ID Number: 31-6000058

4.5.22
(DATE)



Shannon Jones, Commissioner
Warren County Board of County Commissioners
406 Justice Dr. Lebanon, OH 45036
Employer ID Number: 31-6000058

4.5.22
(DATE)



David G. Young, Commissioner
Warren County Board of County Commissioners
406 Justice Dr. Lebanon, OH 45036
Employer ID Number: 31-6000058

4.5.22
(DATE)

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KINNECT:

DocuSigned by:
Shannon Deinhart
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Shannon Deinhart, Executive Director
Kinnect
1427 E. 36th Street, Suite 4203F
Cleveland, OH 44114
Employer ID Number: 20-2727509

March 25, 2022

(DATE)

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Exhibit A
Workforce Development Framework

Workforce Development Framework

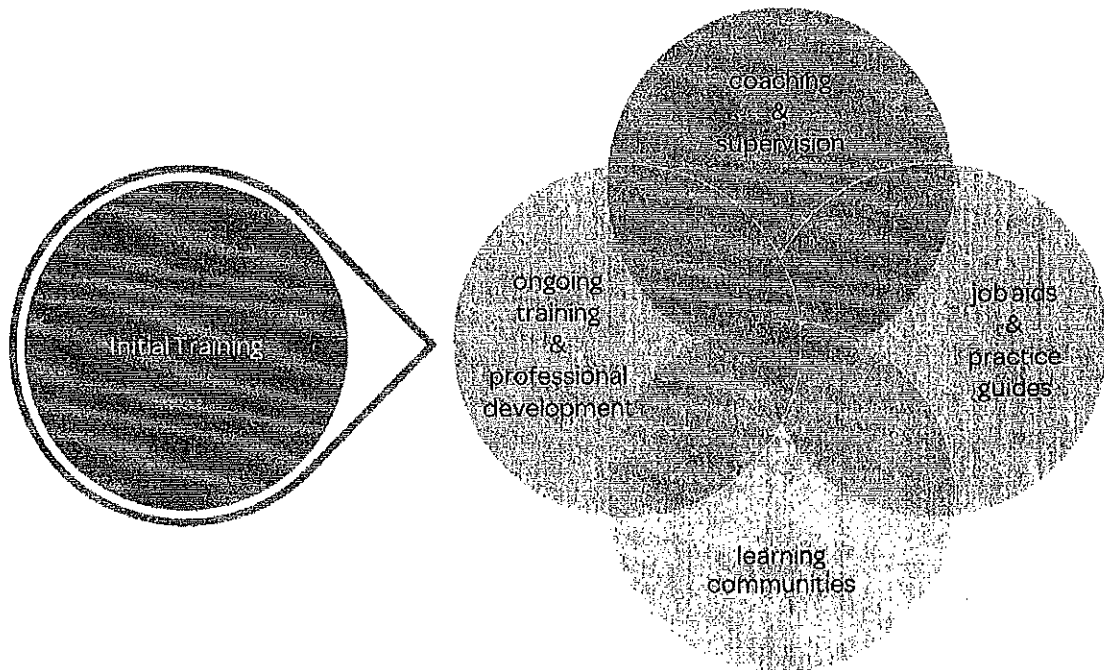
The OhioKAN workforce development framework is a comprehensive and integrated strategy for supporting personnel. The framework consists of five primary components:

1. Initial training
2. Coaching and supervision
3. Job aids and practice guides
4. Learning communities
5. Ongoing training and professional development

The OhioKAN workforce development framework utilizes a variety of learning methods consistent with adult learning theory and incorporates key findings of implementation science including, but not limited to, stage-based implementation, just-in-time training, experiential learning, and individualized coaching.

The OhioKAN workforce development framework employs a modular design, so it is adaptable to changing workforce needs and hiring dynamics. For example, the OhioKAN workforce development framework includes initial trainings repeated monthly during the installation and initial implementation phase when many staff will be on-boarded at the same time. However, the curriculum may be adapted during the full implementation and maintenance phases to support one on one and small group initial training when hiring will be intermittent. Due to the geographically dispersed nature of this statewide program, all initial training is designed to be delivered virtually through video meetings.

The initial training is aligned to the position description for each role as well overarching expectations about team culture, diversity and inclusion, and best practices for communicating with internal and external stakeholders. This set of trainer facilitated, coach-guided, and self-guided training content is designed to be completed within the first 90 days of employment and functions as an entry point to the suite of complementary ongoing professional development opportunities. Each component in the framework is designed to be used in conjunction with one another. For example, coaching and supervision may include the use of job aids or practice guides. Similarly, learning communities may be leveraged as a way to offer access to ongoing training and professional development opportunities across the state.



Initial Training

The initial training is designed to complement organizational onboarding. OhioKAN's installation phase includes hiring groups of 5-20 staff at a time for each of two cohorts. Staff attend a sequence of initial trainings with a group of peers, many of whom have been hired for the same position. To facilitate relationship building and support coaching and supervision, their supervisors are also invited to attend the training. As part of initial training for supervisors, they must attend the training sequence of the roles directly reporting to them at least once so that they fully understand what practice expectations are communicated to their direct reports during training.

Initial training consists of general sessions common to all positions and role-specific sessions tailored to the initial skills and knowledge needed to be successful in each specific position. All staff who are responsible for answering family calls on the OhioKAN phone line must attend the navigator training sequence.

During the installation and initial implementation stages of the OhioKAN program, trainings reflect the staged rollout of services so that staff get the information they need when they need it. Early cycles of training delivery include usability testing and mechanisms for continuous quality improvement. The training material may be refined and improved after each delivery based on feedback from the facilitator and participants. To facilitate this iterative development, Chapin Hall debriefs with the OhioKAN Trainer regularly to review training feedback and identify action steps. While these trainings are designed to be delivered to a group of staff in similar roles during installation of the intervention, the materials are easily adapted for use in groups where staff hold different positions, or for one on one delivery as the program moves from the early stages of implementation to full implementation.

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Initial Training Timeline

30 Days	60 Days	90 Days
<ul style="list-style-type: none"> • All Staff, Part 1 & 2 • Customer Service • OhioKAN Information Hub Training • Navigator Training, Parts 1 & 2 • Navigator Training, Part 3 (Cohort 1 Only) • Coach Training, Parts 1 -3 • Regional Coordinator Training • Regional Director Training • SACWIS Training • Procedure 1 Training Video • Procedure 1 Practice Calls • Flexible Funds Training Video (Cohort 1 Only) • Language Line Training 	<ul style="list-style-type: none"> • Child Welfare & Mandatory Reporting Overview • Boundaries, Creativity & Innovative Thinking • Serving Victims of Domestic Violence • Evaluation Overview • Trauma-Informed Care, Parts 1-3 • Management Training for Coaches 	<ul style="list-style-type: none"> • Sexual Orientation Gender Identity & Expression (SOGIE) 101

All Staff Initial Training, Part 1: Culture, Values and Communication

Critical Component	Objectives	Resources
Mission & Vision	Staff will learn about the mission and vision of the OhioKAN program	Mission and Vision statements
Program Culture & Values	Staff will understand the OhioKAN CARES Values Framework and cultural expectations	OhioKAN CARES Program Values Framework
Diversity & Implicit Bias	Staff will understand the importance of diversity within OhioKAN as well as the impact of implicit bias on the families and communities they serve	Diversity Wheel Melanie Funchess video
Subjective & Objective Language	Staff will understand the difference between objective and subjective language	Interactive activity (video/debrief)

Motivational Interviewing	Staff will become acquainted with using communication principles based in motivational interviewing (OARS)	Motivational Interviewing visuals and discussion
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All Staff Initial Training, Part 2: Theory of Change and Structure

Critical Component	Objectives	Resources
Adult Learning	Staff will understand the key components of adult learning theory that are used in the structure and sequencing of OhioKAN trainings	Slide with techniques used
Theory of Change	Staff will know how the overall program activities are expected to result in the intended outcomes	Theory of Change
Program Structure	Staff will understand the services OhioKAN provides to families	Slide with services
Role Clarity	Staff will be aware of the program’s Governance Structure, where their own role fits, and how that role is distinct from others	Governance Structure
CQI	Staff will be introduced to OhioKAN’s shared learning culture and key mechanisms that enable CQI	Slides on ambiguity and CQI Evaluation overview video
Representing OhioKAN	Staff will be able to give a 60-90 second elevator pitch about OhioKAN (RD/RC/Coach only – Navigators do this with their regions)	Pitch deck activity

Customer Service Training

Critical Component	Objectives	Resources
Customer Service	Staff will understand the components of high-quality customer service built on a foundation of listening and understanding sympathy vs. empathy	“Just Listen” poem Sympathy vs. Empathy video Case examples and discussion
Communication & Listening Skills	Staff will learn techniques for rephrasing jargon and neutralizing negative self-talk, as well as unpacking the components of active and reflective listening	Un-jargoning exercise

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		Self-talk exercise
		Listening slides
Telephone Techniques & Strategies for Challenging Situations	Staff will learn techniques to work with long-winded callers and diffuse angry, hostile, verbally abusive, and threatening callers	Strategy slides Scenarios

Regional Director Initial Training

Critical Component	Objectives	Resources
Role Clarity	RDs will be aware of the scope of their responsibilities and self-identify which aspects they feel most comfortable in and which aspects they plan to build capacity in	NCWWI Leadership Framework, slide on Implementation Drivers
Regional Advisory Council	RDs will be aware of their role convening and facilitating the Regional Advisory Council RDs will understand the Regional Readiness Assessment and community outcomes.	Slides and discussion related to the RAC Purpose and Scope and the Role of the Facilitator OhioKAN Readiness Assessment: Accounting for Community Context and TOC: Linking Family and Community Outcomes slides
Representing OhioKAN	RDs will be able to tailor messaging about OhioKAN to a variety of audiences and deliver an OhioKAN pitch using the pitch deck	OhioKAN Pitch Deck Practice
CQI	RDs will understand the regional level of the CQI cycle (priority outcomes, data collection methods, etc.) and their role in ensuring CQI in their region	Regional Level CQI Plan

Coach Initial Training, Family Pathway, Part 1

Critical Component	Objectives	Resources
Role Clarity	Coaches will become aware of the most effective personality characteristics to utilize in the role of coach, as well as knowledge and techniques to support their practice, including: adult learning principles, motivational interviewing, and the OhioKAN Coaching Framework	Characteristics of coaches group discussion, recap of adult learning principles and MI
Trust & Accountability	Coaches will understand three main pathways for building trust between their Navigators, Regional Team, and community: credibility, reliability, and self-awareness	Pathways to building trust slides and discussion
OhioKAN Coaching Framework	Coaches will develop an understanding of the OhioKAN Coaching Framework and what it looks like in practice	Coaching Framework slides and discussion

Coach Initial Training, Family Pathway, Part 2

Critical Component	Objectives	Resources
Role Clarity	Coaches will understand the similarities of their role and the role of the Navigator, as well as understanding how they support the Navigators	Navigator Practice Profile, Coach Practice Profile
Collaborative Goal Setting	Coaches will be able to set collaborative SMART goals with the Navigators in their regions Coaches will be able to support the Navigators as they set collaborative SMART goals with OhioKAN families	SMART Goal Overview video, SMART goal instructional slides/Navigator case scenario SMART goal examples
Feedback	Coaches will learn how to use the Ladder of Feedback approach to provide timely and constructive feedback	Ladder of Feedback slides and discussion

Coach Initial Training, Community Pathway, Part 3

Critical Component	Objectives	Resources
Role Clarity	Coaches will understand the nuances of their relationships with their sites' Partnering Supervisors and the Regional Advisory Council	Governance Structure Regional Advisory Council purpose and scope Slide outlining Coach/Partnering Supervisor roles
Learning Culture & CQI	Coaches will understand their specific role in creating a shared learning culture within OhioKAN and their involvement in the CQI framework	CQI Data Reporting slide
OhioKAN Outcomes	Coaches will gain an understanding of the community- and family-level outcomes expected of the OhioKAN program.	Slides addressing: Title IV-E prevention services clearinghouse and outcomes and CQI Data Reporting

Regional Coordinator Initial Training

Critical Component	Objectives	Resources
Role Clarity	Coordinators will understand their role's direct impact on the OhioKAN program's theory of change Coordinators will understand their role as it relates to their regional team and the larger OhioKAN program	Theory of change slides Slides related to administrative tasks Project management tips and discussion Coordinators' Technical Skills Checklist
Representing OhioKAN	Coordinators will understand the voice of the OhioKAN brand and how to use it as they speak about OhioKAN families in the community	OhioKAN brand voice slides and discussion

Partnering Supervisor Initial Training

Critical Component	Objectives	Resources
Mission and Vision	Partnering Supervisors will be aware of the mission and vision of the OhioKAN program	Mission and Vision statements
Program Culture & Values	Partnering Supervisors will be aware of the OhioKAN CARES Values Framework and cultural expectations	OhioKAN CARES Program Values Framework
Diversity & Implicit Bias	Partnering Supervisors will understand the importance of diversity within OhioKAN as well as the impact of implicit bias on the families and communities the program serves	Diversity Wheel Melanie Funchess video
Subjective & Objective Language	Partnering Supervisors will understand the difference between objective and subjective language.	Interactive activity
Theory of Change	Staff will understand how the overall program activities are expected to result in the intended outcomes	Theory of Change
Role Clarity	Staff will be aware of the program’s Governance Structure, where their own role fits, and how that role is distinct from others	Governance Structure
	Staff will be aware of how navigators differ from PCSA workers, and how the roles of Coach and Partnering Supervisor overlap and differ	Slides comparing roles of: Coach & Partnering Supervisor Navigator & PCSA Worker

Kinship & Adoption Navigator Initial Training, Parts 1 & 2

Critical Component	Objectives	Resources
Role Clarity	Navigators will be aware of how their role interacts with both the Coach and the Partnering Supervisor and understand general guidelines about the responsibilities of each role	Slides comparing roles of: Coach & Partnering Supervisor
	Navigators will understand how their role differs from that of a PCSA worker	

		Navigator & PCSA Worker
Navigator Core Practice Skills	Navigators will be able to work with OhioKAN families using the core practice skills of engagement, assessment, intervention, collaborator and active learner.	Navigator Practice Profile OhioKAN Coaching Model Interactive discussion

Kinship & Adoption Navigator Initial Training, Part 3 (For Cohort 1 Only)

Critical Component	Objectives	Resources
Identifying Urgent & Complex Needs	Navigators will be able to assess a family's needs from the BASICS to determine whether they qualify as urgent and/or complex and how to document them in SACWIS	Urgent/Complex flowcharts Suggested questions for Urgent/Complex
Collaborative Assessment	Navigators will understand the three core parts of the Collaborative Assessment	Sample CASP Procedure 2 Document Interactive discussion
Support Plan	Navigators will be able to work with clients to set SMART goals, record these in the support plan and understand the case coordination expectations	Interactive discussion
CQI/Case Review	Navigators will understand the sampling strategy and process for reviewing Collaborate cases	Timeline

OhioKAN Information Hub Training

Critical Component	Objectives	Resources
Searching	Staff will learn how to search for resources and services by county or by a specific address	PowerPoint slides, follow-along activity
Creating & Sending Referrals	Staff will learn how to add resources to the referral binder, add notes, and send to the family via email, text, or USPS	PowerPoint slides, follow-along activity

Add & Edit	Staff will learn how to add new resources to the database, edit existing resources, and add notes for other staff	PowerPoint slides, follow-along activity
Application	Staff will practice finding appropriate referrals for example families	Resource database scavenger hunt

Ohio Child Welfare & Mandatory Reporting Overview

Critical Component	Objectives	Resources
Ohio Child Welfare System	Staff will have a better understanding of Ohio's child welfare system	PowerPoint slides
	Staff will understand how a child welfare case moves from the initial call through final permanency decisions, and the primary tools caseworkers use to make decisions	PowerPoint slides
Mandated Reporting Responsibilities	Staff will understand their responsibilities as a mandated reporter and how to make a report to the local child welfare hotline	Case examples and discussion

SACWIS Training (2-Day Training)

Critical Component	Objectives	Resources
SACWIS Navigation	Staff will learn how to navigate the SACWIS home screen and how to access essential parts of the system	Screenshots Knowledge Base Articles Follow-along practice
Search Functions	Staff will learn how to search in SACWIS	
Intake	Staff will learn how to complete an intake in SACWIS, including entering a reporter, participants, person records, and key details of a service episode	
Creating a Case	Staff will learn how to link an intake to a case and create a new case in SACWIS	
Maintaining a Case	Staff will learn how to assign cases to other staff (such as a Coordinator to a Coach) and enter activity logs	
The BASICS	Staff will learn how to complete the BASICS with a family in SACWIS	

Creating/Linking a Provider & Case Services	Staff will learn how to enter service providers into SACWIS, add them to cases, and document services provided
Case Closure	Staff will learn how to close cases in SACWIS

Procedure 1 Initial Training

Critical Component	Objectives	Resources
Screening	Staff will be able to determine a family's eligibility and transition with them from initial inquiry to participation in the program	Procedure 1 Document and Training Video
Opening an OhioKAN Service Episode	Staff will be able to document key details and demographics in the intake section of SACWIS and conduct the BASICS with a family	Practice Calls (at least 3 per staff)
Referring for Support Services	Staff will be able to review the family's responses to the BASICS and send appropriate referrals from the OhioKAN Information Hub	
Referral Follow-Up	Cohort 1 staff will understand the process of scheduling and completing a follow-up call with the family	
Referral Follow-Up & Service Episode Closure	Staff will understand how to close a service episode.	

Flexible Funds Training (Cohort 1 Only)

Critical Component	Objectives	Resources
Procedure 4	Staff will learn the process for requesting flexible funds to support families with urgent and/or complex needs	Training video

Boundaries, Creativity & Innovative Thinking Training

Critical Component	Objectives	Resources
Setting, Maintaining, and Respecting Boundaries	Staff will learn the importance of creating boundaries in their practice, while also remaining aware of the boundaries of others	Interactive discussion
Innovation & Creativity	Staff will understand the difference between open and closed innovation and how the application of open innovation allows for the combining of skills, knowledge, and experience to create a successful program	

Serving Victims of Domestic Violence

Critical Component	Objectives	Resources
Application	Staff will learn how to safely and effectively assist callers who are victims of domestic violence and guide them to appropriate local resources	Informational slides Tips & tricks Resource directory

SOGIE 101 (Sexual Orientation, Gender Identity & Expression)

Critical Component	Objectives	Resources
Terminology	Staff will learn basic definitions for sexual orientation, gender, gender identity, and gender expression	PowerPoint slides, group discussion, YouTube videos
Common Misconceptions	Staff will learn about common myths and misinformation about SOGIE	
Impact	Staff will understand the impact of rejection and acceptance on young people with diverse SOGIE	
Application	Staff will learn ways to operationalize more inclusive and affirming social service practices	

Evaluation Overview

Critical Component	Objectives	Resources
Goals	Staff will understand the goals of the OhioKAN Program Evaluation	PowerPoint slides and group discussion
Clearinghouse Outcomes	Staff will learn about what is required by the Title IV-E Prevention Services Clearinghouse	
Application	Staff will learn about the evaluation process and how they fit into it	
Relationship Building	Staff will have the opportunity to get to know the team at Kaye Implementation & Evaluation	

Ongoing Training & Professional Development

To build on the knowledge and skills acquired in the Initial Training, OhioKAN staff are provided with ongoing trainings and professional development activities appropriate to their role and professional goals. Some trainings are designed so that staff can move individually through a set of resources at their own pace, other trainings are facilitated by the OhioKAN Trainer or external partners, and some offer a hybrid model with assigned reading accompanied by a discussion with staff in similar roles. The latter, can be modified from a group discussion during Installation to a paired peer discussion as the program moves into Full Implementation. The list of trainings and ongoing professional development opportunities in this section is not exhaustive. Rather it is a starting point for the Installation Phase and

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will be updated throughout the Initial Implementation and Full Implementation phases of the program or as new trainings become available.

Ongoing Training & Professional Development includes any training opportunities offered after initial onboarding and aligned with professional goals or Key Performance Indicators. Much of the ongoing training and professional development coordinated by OhioKAN are offered in the context of learning communities and required for all staff in given role or cohort. Learning Communities will be explained in further detail in the following section, and can include external group training opportunities, peer-led discussions on a particular topic, and monthly cohort-based Learning Collaboratives, which are facilitated by OhioKAN staff or partners to further explore elements of practice and CQI. In addition to learning communities, individual staff may propose individual professional development relevant to their specific needs and request program funds to attend conferences, executive education courses offered by local universities, and other trainings in their field including those that offer education credits to maintain relevant professional licensures.

All Staff Ongoing Training & Professional Development

Critical Component	Objectives	Resources
Trauma-Informed Care Training	Staff will learn key concepts about the effects of trauma on an individual’s life, particularly within the context of child welfare	External Training provided by a mental health clinician
Language Guide	Staff will become familiar with the Kinnect language guide	Kinnect Language Guide
Language Line	Staff will understand how to utilize the Language Line translation services	External Training (Language Line)

Regional Director Ongoing Training & Professional Development

Critical Component	Objectives	Resources
Regional Advisory Council formation and sustainment	Regional Directors will understand key concepts of Collective Impact	Selected podcast from the Collective Impact Forum website
Advisory Council Meeting Expectations	Regional Directors will be able to co-create and agenda, facilitate an advisory council meeting and follow up	RAC Meeting expectations and sample agendas

Coach Ongoing Training & Professional Development

Critical Component	Objectives	Resources
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Management Training for Coaches	Coaches will be able to articulate the complexity of their role and how it relates to other OhioKAN roles	Pre-training survey
	Coaches will be aware of the autonomy and discretion inherent in the role of Navigators and how it can impact the implementation of a new program	Key relationships mind map
	Coaches will become familiar with Kadushin’s model of supervision and the NCWWI Leadership Framework	Miro board activity and discussion of Kadushin’s model
	Coaches will be able to give and receive feedback with Navigators, Regional Directors, and Partnering Supervisors	NCWWI Leadership Framework Ladder of Feedback Intent vs. Impact

Coordinator Ongoing Training & Professional Development

Critical Component	Objectives	Resources
External meeting expectations	Coordinators will know the expectations for meeting scheduling, agendas, meeting notes, and document storage	Meeting expectations
SACWIS Reports	Coordinators will be able to run essential reports in SACWIS	Training provided by ODJFS
SharePoint Site Management	Coordinators will understand how to manage their region’s SharePoint site	Training provided by technology partner

Kinship & Adoption Navigator Ongoing Training & Professional Development

Critical Component	Objectives	Resources
Benefits Coordination	Navigators will know how to support parents and caregivers in applying for a variety of statewide benefits programs	Training provided by OhioKAN’s Benefits Coordinator

Coaching & Supervision

The use of “coaching” in this section should not be confused with the staff role of OhioKAN Coaches. Coaching is support provided at every level of the program to help staff meet fidelity, improve practice, and achieve a high level of performance. While the OhioKAN Coaches certainly do this, this description of coaching and the OhioKAN Coaching framework applies to every role on the team in regards to

supervision relationships. OhioKAN's approach to supervision is characterized as a parallel process of reflective supervision at every level.

Job Aids & Practice Guides

As listed above in the resource column, a set of job aids and practice guides are available for coaching and reference. These will be included in the Program CQI Cycle to ensure the content remains useful and current. Regional directors, coaches, and navigators all have role specific practice profiles specifying desired practice. Due to the administrative nature of the role of regional coordinators, they have a technical skills checklist rather than a practice profile. In addition to the resources provided through training, staff providing navigation services have a set of job aids available for their first 90 days of answering calls so that they are able to build confidence and work efficiently as they learn SACWIS. After 90 days of answering the phone, staff providing navigation services are expected to be proficient in documenting directly in the SACWIS system without the support of the initial job aids.

Learning Communities

In keeping with OhioKAN's commitment to continuous learning and growth, learning communities offer staff the opportunity to both direct their own learning through staff-organized opportunities and to participate in structured program- or cohort-wide education. Examples of learning communities include:

- Study groups to learn larger concepts like implementation science
- Staff-led discussion groups around inclusion, diversity, equity, and access
- Coach-led learning within regions
- Team-building conversations between regional directors and leadership
- Cohort-wide monthly Learning Collaboratives for continuous quality improvement and ongoing training (see the Learning Collaborative Framework for further specificity)

Exhibit B Performance Management Framework

Purpose

OhioKAN's Performance Management Framework is designed for ongoing management of Partnering Site's performance, practice, and implementation of the OhioKAN model. Monthly aggregated data reports informed by programmatic records and the measurement framework are regularly reviewed by regional directors, coaches, and partnering site supervisors and further discussed during regularly scheduled site partnership meetings. By promoting consistent implementation of the OhioKAN model across the state, OhioKAN's performance management framework not only monitors program fidelity, but also program quality for OhioKAN families, and site partnership continuance.

Organizing Principles

The Performance Management Framework complements OhioKAN CQI through its organizing principles:

1. Promote information-based decision-making
2. Embed CQI in routine management practices
3. Provide easy access to information

OhioKAN Site Performance Standards

OhioKAN's site performance standards are outline in the Memorandum of Understanding and further operationalized in this framework designed to monitor and provide benchmarks for:

- (a) adhering to the Program goals,
- (b) collecting of required data for Kinect and evaluation team;
- (c) providing timely and complete Program invoices;
- (d) identifying key staff responsible for ensuring success of the Program;
- (e) ensuring fidelity to the Program model by having all relevant personnel and other relevant partners trained on the Program model;
- (f) training personnel on and ensuring compliance with the Health Insurance Portability and Accountability Act ("HIPAA"); and
- (g) training personnel on and ensuring compliance with the nondiscrimination policy set forth in the Memorandum Of Understanding

Site Partnership Meetings

OhioKAN's Regional Director and Regional Coach will each meet individually with the Partnering Site Supervisor on a monthly basis to monitor performance standards, identify challenges, and create plans for improvement as appropriate. Each site receives a monthly performance report which provides quantitative data on both site-level and navigator performance and statewide averages will be provided so that site can better understand how their performance relates to that of their peers. During the site partnership meeting, the Regional Director and Partnering Site Supervisor review the site level performance and discuss any items relevant to the partnership. In a separate meeting the Regional Coach and Site Supervisor will review the performance of each navigator on their team. If acute or persistent challenges prevent a site from meeting their performance standards the Partnering Site Supervisor is responsible for developing a Performance Improvement Plan specifying the steps the site will take to improve navigator or site performance. The Regional Director and/or Coach will participate

in the development of the plan and will partner with the Partnering Site Supervisor to monitor progress at subsequent meetings until the plan's completion.

Examples of acute and persistent challenges include but are not limited to:

- Navigator's failure to document work with families in an appropriate and timely manner
- Navigator is experiencing consistent challenges meeting the practice expectations specified in the OhioKAN Navigator Practice Profile
- Navigator has repeated instances of deviation from the OhioKAN Procedures or failure to follow through on activities specified in the procedures
- Navigator demonstrates consistent challenges working collaboratively with OhioKAN staff or program partners
- Navigator position remains vacant for an extended period of time with little or no progress in staff selection

Navigator Key Performance Indicators

- 97% completion of BASICS with notes that document families' strengths and specific areas of need
- 97% completion of demographics
- Track and share, with coach and coordinator, weekly data relating to the number of service gaps and barriers to service (barriers might be no transportation, not the right technology, etc.).
 - Weekly data should be shared every Monday for the preceding week.
- Observation Rubric indicates that Navigator is receiving a 3 or higher for Setting Expectations, Active Listening, Opened Ended Questions and identifying Urgent/Complex needs.
- IDEA: Identify a personal learning/educational goal around Inclusion, Diversity, Equity and Access discussions. It could be as specific as reading "Between the World and Me" or something as broad as understanding the immigrant/migrant perspective or understanding systemic racism.
 - Learnings will be shared once per month in regular meetings and/or through the observation rubric.

Sample Agenda for Site Partnership Meetings

1. Welcome and brief time to connect personally
2. Review any goals or action items from the previous meeting
3. Overview of Site Level Performance -- discuss any hiring or compliance related items
4. Overview of Navigator Performance -- discuss any navigator specific items
5. Identify next steps -- all goals and action items should be revisited during the next meeting

Sample Table of Site Level Performance

Performance Standards	Site average	Statewide Average
Number of vacancies - 1 vacancy or less		
Retention rate - 75% or more		
Time to hire of most recent vacancy - vacancies are filled within 45 days		
Average time to hire across the contract period - Vacancies are filled within 45 days		
Nondiscrimination Compliance - 100% of staff in compliance with the Nondiscrimination Policy -All staff have been trained on nondiscrimination -All employee records include signed policy -All complaints of violation of the Partnering Site's Nondiscrimination Policy involving Navigators or Site Supervisors are reported to the Regional Director within two business days of the Partnering Site learning of the violation		
# of discrimination complaints		
HIPAA Compliance - 100% of staff in compliance with HIPAA -All staff have been trained on HIPAA Compliance -All employee records include signed policy -All violations of HIPAA relevant to the OhioKAN Program are reported to the Regional Director within two business days of the Partnering Site learning of the violation		
# of HIPAA violations		

Sample Table of Navigator Performance

*Light Blue background = Navigator KPI

Performance Standard	Individual Navigator	Site Average	Statewide Average
BASICS Completion – 97% completion of BASICS with notes that document families strengths and specific areas of need			
Demographics Completion - 97% completion of demographics			
CASP Completion - The CASP Assessment is completed with 97% of families who have been referred to Collaborate Services (C1 only)			
Referral Follow Up Completion - Referral follow up is contacts or contact attempts completed with 97% of families receiving Connect services			
Collaborate service frequency – 97% of open collaborate cases should be receiving their desired frequency of contacts or contact attempts (C1 only)			
Referrals Provided – 97% of parents/caregivers who complete a BASICS are provided with a referral packet			
Observation Rubric Score – 3 or higher for Setting Expectations, Active Listening, Opened/Ended Questions and Identifying Urgent/Complex needs			

Appendix

Partnering Site Performance Standard Data Collection

Performance Standard	Indicator from the measurement framework	Data Collection Description	Frequency of Data Collection	Person Responsible
Number of vacancies - 1 vacancy or less	# of current vacancies	Personnel records	Monthly	Regional Director
Retention rate - 75% or more	Cumulative retention rate over the contract period	Personnel records	Monthly	Regional Director
Time to hire of most recent vacancy - vacancies are filled within 45 days	Time to hire of last vacancy measure from the date of resignation to the date a new offer is accepted	Personnel records	Monthly	Regional Director
Average time to hire across the contract period - Vacancies are filled within 45 days	Average time to hire over the contract period	Personnel Records	Monthly	Regional Director
Nondiscrimination Compliance - 100% of staff in compliance with the Nondiscrimination Policy -All staff have been trained on nondiscrimination -All employee records include signed policy -All complaints of violation of the Partnering Site's Nondiscrimination Policy involving Navigators or Site Supervisors are reported to the Regional Director within two business days of the Partnering Site learning of the violation	% of staff in compliance with the Nondiscrimination Policy	Personnel Records	Monthly	Regional Director
# of discrimination complaints	# of discrimination complaints within the monthly reporting period	Program Record	Monthly	Regional Director
HIPPA Compliance - 100% of staff in compliance with HIPPA -All staff have been trained on HIPPA Compliance -All employee records include signed policy -All violations of HIPPA relevant to the OhioKAN Program are reported to the Regional	% of staff in compliance with HIPPA	Personnel Records	Monthly	Regional Director

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Director within two business days of the Partnering Site learning of the violation				
# of HIPPA violations	# of HIPPA complaints within the monthly reporting period	Program Records	Monthly	Regional Director

Navigator Performance Standards Data Collection

*Light Blue background = Navigator KPI

Performance Standard	Indicator from the measurement framework	Data Collection Description	Frequency of Data Collection	Person Responsible
BASICS Completion - 97% completion of BASICS with notes that document families' strengths and specific areas of need.	The percent and # of completed BASICS Assessments by the total number of completed initial screenings per month	OhioKAN staff record date of initial call and completed BASICS Assessment in SACWIS	Daily/Every screened-in call	OhioKAN staff
Demographics Completion - 97% completion of demographics	The percent of person records with complete demographics data	OhioKAN staff record date of initial call and completed the person record(s)	Daily/Every screened-in call	OhioKAN staff
CASP Completion - The CASP Assessment is completed with 97% of families who have been referred to Collaborate Services (C1 only)	Percent CASP completed by all Collaborate service episodes per month (cohort 1 only)	OhioKAN staff record date of Collaborate referral and date CASP completed SACWIS (specific field or just in Activity Log)	Weekly/depends on caseload cadence	Coaches and Navigators (Collaborate-only staff)
Referral Follow Up Completion - Referral follow up is contacts or contact attempts completed with 97% of families receiving Connect services	Percent of Connect service episodes that received a referral follow-up after the referral packet was distributed out of all Connect service episodes per month	OhioKAN staff enter date referral packet shared with families and date follow-up conducted into SACWIS	Daily/Weekly/depends on caseload cadence	OhioKAN staff

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<p>Collaborate service frequency – 97% of open collaborate cases should be receiving their desired frequency of contacts or contact attempts (C1 only)</p>	<p>Percent of open Collaborate service episodes receiving desired frequency of contacts per month (cohort 1 only)</p>	<p>OhioKAN staff record contact frequency in SACWIS</p>	<p>Daily/Weekly/ depends on family contact preference</p>	<p>Coaches and navigators</p>
<p>Referrals Provided – 97% of parents/caregivers who complete a BASICS are provided with a referral packet</p>	<p>Percent and # of distributed service referral packets by the total number of BASICS Assessments completed per month</p>	<p>OhioKAN staff enter referrals and date shared into SACWIS</p>	<p>Daily/Every screened-in call</p>	<p>OhioKAN staff</p>
<p>Observation Rubric Score – 3 or higher for Setting Expectations, Active Listening, Opened Ended Questions and identifying Urgent/Complex needs.</p>	<p>Average score from the observation rubric</p>	<p>Coaches observe OhioKAN staff providing navigation services each month using the observation rubric.</p>	<p>Monthly</p>	<p>Coaches</p>

Exhibit C
Navigator

**Kinship & Adoption Navigator, OhioKAN Program
Position Description**

Overview of the OhioKAN Program:

OhioKAN is an innovative statewide Kinship and Adoption Navigator Program that supports formal and informal kin caregivers and adoptive parents by providing information and referral services and assistance obtaining support services. Building on current and previous Ohio kinship navigator programs, OhioKAN is distinguished by its planned statewide implementation, broad population of families served, and provision for rigorous evaluation. Contingent on evaluation results, OhioKAN may establish a new evidence-based practice model that may be considered for federal payments under the Family First Prevention Services Act of 2018.

OhioKAN builds the necessary community and systems capacity to support families and works directly with kinship and adoptive families to build confidence and connections. Anticipated outcomes to be measured include greater family resilience, improved family functioning, increased stability and permanency for children, and improved child well-being.

OhioKAN is a statewide program organized into 10 geographic regions. Regional staff will develop community capacity to deliver a service model designed to support formal and informal kin caregivers and adoptive parents obtain the knowledge, social support, and access to the human services and resources they need to achieve positive health and wellbeing outcomes for themselves and the children in their care.

Overview of the Kinship and Adoption Navigator Position:

The Kinship and Adoption Navigator is a full-time position dedicated to supporting kinship caregivers and adoptive parents in accessing the services, resources, and social support they need to care for themselves and the children in their homes. The Kinship and Adoption Navigator reports to the [insert partnering supervisor's organizational job title here], and meets weekly with the OhioKAN Regional Coach for case consultation and support in delivering OhioKAN services with fidelity. The primary functions of this role include providing direct services to families and children, participating in continuous quality improvement activities, community outreach, collaboration, and continued learning of emerging best practices in serving kinship and adoptive families.

Providing Direct Services

- Responds to inquiries about participation in the OhioKAN program, provides referrals, and follows up in a timely manner
- Partners with kinship and adoptive families to assess their needs, identify their goals, and provide individualized case management to provide an appropriate level of support in achieving their goals
- Collaborates with diverse families and organizational partners with an empathetic strengths-based orientation that prioritizes dignity and respect

- In partnership with the Regional Director, builds and maintains relationships with public and private partners to support referrals
- In partnership with the Regional Coordinator, builds and curates a list of services and resources across the region to serve kinship and adoptive families
- Advocates alongside kinship and adoptive families for access to services to achieve their goals
- Organizes and hosts events for outreach, public education, and to support kinship and adoptive families
- Conducts home visits and meetings at times and locations that accommodate families' schedules

Continuous Quality Improvement (CQI) and Continued Learning

- Documents case-level data as specified by the OhioKAN model
- Identifies trends across cases and shares common barriers and facilitators that kinship and adoptive families are experiencing
- Participates in Learning Communities in order to problem-solve and exchange knowledge with other Kinship and Adoption Navigator sites across the state
- Implements strategies as defined by the regional and statewide CQI plans and participates in CQI activities as assigned by the Regional Director

Education and Experience

- Associate's degree preferred, Bachelor's degree in Social Work, Public Health, Education, or related field preferred
- Experience working directly with families and/or case management experience preferred
- TRAVEL REQUIRED, AS NEEDED. MUST HAVE ACCESS TO OWN TRANSPORTATION.
- Background Check Information: The final candidate selected for the position will be required to undergo a criminal background check. Criminal convictions do not necessarily preclude an applicant from consideration for a position. An individual assessment of an applicant's prior criminal conviction(s) will be made before excluding an applicant from consideration.

Exhibit D

OhioKAN Mission, Vision, and Values



OhioKAN Mission, Vision, and Values

OhioKAN Mission Statement

OhioKAN is a statewide flexible and responsive kinship and adoption navigator program designed to assist children, caregivers, and families.

OhioKAN Vision Statement

By taking an inclusive, engaging, and genuine approach, OhioKAN will partner with families to strengthen their networks. We believe that families are inherently capable of finding solutions to the circumstances and challenges they face.

OhioKAN Values Statement: OhioKAN CARES

Children: We value Ohio's children and are determined to keep the safety, permanency, and well-being of our children as our primary driver.

Accountability: We value integrity and transparency. We do what we say and say what we do.

Respect: We value the diversity of our families and hold the belief that everyone deserves to be treated with dignity and respect.

Engagement: We value the voices of all kinship and adoptive families and will engage them knowing their perspective is the foundation on which we will build our relationship.

Strengths: We value every family's strengths and believe everyone can contribute to the solution.

Exhibit E
Budget

Upon the hiring of the Navigator, the Agency shall provide to Kinnect information regarding the salary paid by the Agency to the Navigator and the cost of all benefits paid by the Agency to the Navigator (collectively, the "Salary and Benefits"). The Navigator shall be a full-time employee of the Agency and shall not work more than forty (40) hours per week unless pre-authorized by the Agency and Kinnect. The Agency shall immediately notify Kinnect of any changes in the Salary of Benefits during the Term of this Agreement.

In accordance with the provisions of this Agreement, Kinnect shall reimburse the Agency's expenses with Program Funds for the following (a) the Navigator's Salary and Benefits; and (b) the cost of the Navigator's mileage for travel incurred only in connection with this Agreement at the then-current standard mileage rate identified by the State of Ohio, and the cost of such Program Funds shall not exceed Sixty Five Thousand and 00/100 Dollars (\$65,000) per Navigator during the Term of this Agreement.

Exhibit F
Monthly Program and Financial Report; Reimbursement Request

Kinnect - OhKAN Navigator Reimbursement Request 

Completed by:	Navigator:	FROM:	TO:
Region:	Supervisor:		
Full Address:	City State Zip:		

Date	Description	Cost
Salary/Benefit:		
		\$
		\$
	Total:	\$0.00
Mileage:		
		\$
		\$
	Total:	\$0.00
Other:		
		\$
		\$
	Total:	\$0.00
Other:		

Total amount: \$0.00

Signature: _____
Printed Name: _____
Title: _____

Resolution

Number 22-0475

Adopted Date April 05, 2022

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN 4C FOR CHILDREN SUB-GRANTEE AGREEMENT RELATIVE TO RECRUITMENT AND TRAINING OF TYPE B PROVIDERS RELATIVE TO WARREN COUNTY HUMAN SERVICES AND PUBLICLY FUNDED CHILDCARE

WHEREAS, as part of the American Recovery Program Act, items relative to Child Care are eligible expenses; and

WHEREAS, a proposal has been received from 4C For Children to provide recruitment and training of Type B Providers (In-Home) to add to the capacity of childcare options for those who qualify for Publicly Funded Child Care; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign a sub-grantee agreement with 4C for Children relative to recruitment and training of Type B providers on behalf of the Warren County Department of Human Services relative to Publicly Funded Child Care Program; as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tz/

cc: c/a—4C For Children
Human Services(file)
L. Cavanaugh
OMB

Resolution

Number 22-0476

Adopted Date April 05, 2022

APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE CFPN OHIO, LLC COMMUNITY REINVESTMENT AREA AGREEMENT

WHEREAS, this Board by Resolution No. 21-0719, adopted on May 25, 2021, entered into the attached community reinvestment area agreement (the "Agreement"); and

WHEREAS, the Developer has requested that this Board agree to amend the Agreement which for the limited purposes of pushing back the performance metric and conclusion dates due to the late closing of the land and supply chain issues; and

WHEREAS, the Board of Education of the Lebanon City School District has approved and consented to the request for amendment; and

NOW THEREFORE BE IT RESOLVED, to approve the amendment to the said Agreement, and further authorize the President or Vice-President of the Board to execute Amendment No. 1, a copy of which is attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—CFPN Ohio, LLC
Economic Development (file)

AMENDMENT NO. 1
TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021

THIS AMENDMENT No. 1 (the “Amendment”) to the Community Reinvestment Area Agreement dated 5/25/2021 (the “Agreement”) is entered by and between the WARREN COUNTY BOARD OF COMMISSIONERS (the “COUNTY”) and CFPN OHIO, LLC, an Ohio limited liability company (the “OWNER”), with the approval and consent of the BOARD OF EDUCATION OF THE LEBANON CITY SCHOOL DISTRICT (the “LCSD”) and shall be effective immediately upon execution by all the Parties.

WITNESSETH:

WHEREAS, the COUNTY, by Resolution No. 18-1777, adopted on November 13, 2018 (the “Resolution”) designated the area specified in the Resolution as a Community Reinvestment Area (“CRA”) pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, in accordance with the CRA Act, upon receipt of an application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

WHEREAS, the COUNTY, by Resolution No. 21-0719, adopted on May 25, 2021, entered into the Agreement with the OWNER, as well as obtained the required consent of LCSD; and,

WHEREAS, paragraph 3 of the Agreement sets forth the Project Schedule that provides the estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is July, 2021, and the scheduled estimated completion month for such investments is no later than September 2029; and,

WHEREAS, paragraph 20 of the Agreement allows for modification of the terms of the Agreement to reflect the exact legal and financial structure used by the OWNER in developing, equipping, and operating the Project, upon the request by the OWNER to amend the Agreement; and,

WHEREAS, the OWNER has requested that the parties amend the Agreement in order to modify the terms of the Agreement only to the extent of the Project Schedule’s estimated starting date and the estimated Project completion date.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and the OWNER, hereby agree to the following:

- A. To amend and restate paragraph 3 of the Agreement as follows:

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is March 1, 2022; and the scheduled estimated completion month for such investments is no later than December 31, 2031. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

B. To amend and restate paragraph 6 as follows:

6. Real Property Tax Exemption. Except as otherwise provided in paragraphs 6.1 – 6.4, the County hereby grants a minimum 10 year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. The benchmarks described in Sections 6.1-6.3 below are referred to herein as the “Building Benchmarks.”

6.1 Phase 1. No later than December 31, 2025, if Phase 1 is completed such that the real property is developed with a total of 1,000,000 square feet of improvements OR improvements with a Phase 1 true valuation for property tax purposes of \$41,430,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 1. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.2 Phase 2. No later than December 31, 2027, if Phase 2 is completed such that the real property is developed as described in Paragraph 6.1 and is further developed with a cumulative total of 2,000,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$83,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to the Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 2. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.3 Phase 3. No later than December 31, 2029, if Phase 3 is completed such that the real property is developed as described in Paragraph 6.2 and is further developed with a cumulative total of 2,800,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$116,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 3. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.4 The information necessary to determine the Owners’ compliance with Sections 6.1-6.3 above shall be determined by the County based on the required annual reports completed pursuant to

Section 5 hereof. Upon a determination by the County that compliance with the above Building Benchmarks has not been met for a particular reporting year, the County shall provide written notice to the applicable Owner(s) of such non-compliance. The affected Owner(s) shall have thirty (30) days after receipt of such written notice to provide information to the County that demonstrates compliance with the required Building Benchmarks. If compliance cannot be proven after the expiration of the 30-day period, the County shall have the right to reduce the exemption as provided above.

No exemption shall commence after tax year 2032 (i.e., tax lien date January 1, 2032) nor extend beyond tax year 2047 (i.e., tax lien date January 1, 2047).

Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

C. All other terms, provisions, and obligations of the Agreement shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Addendum No. 1.

COUNTY

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS has caused this AMENDMENT No. 1 to be executed by Tom Grossmann its President or Vice-President, on the date stated below, pursuant to Resolution No. 22-0476, dated 4/5/22, a copy of which is attached hereto.

WARREN COUNTY
BOARD OF COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 4/5/22

Prepared and approved as to form by:
APPROVED AS TO FORM

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: Bruce A. McGary, Asst. Prosecutor
DATE: 4/5/2022

OWNER

IN EXECUTION WHEREOF, CFPN OHIO, LLC, an Ohio limited liability company, has caused this AMENDMENT No. 1 to be executed by Douglas A. Armbruster, its authorized representative, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorized the representative named herein to execute this AMENDMENT No. 1, a copy of which is attached hereto.

CFPN OHIO, LLC

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

APPROVAL AND CONSENT OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing **AMENDMENT NO. 1 TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021**, and further waives any otherwise applicable time limitations in section 3735.671, et seq., of the Ohio Revised Code.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

SIGNATURE: SEE FOLLOWING PAGE

PRINTED NAME: _____


TITLE: _____

DATE: _____

OWNER

IN EXECUTION WHEREOF, CFPN OHIO, LLC, an Ohio limited liability company, has caused this AMENDMENT No. 1 to be executed by Douglas A. Armbruster, its authorized representative, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorized the representative named herein to execute this AMENDMENT No. 1, a copy of which is attached hereto.

CFPN OHIO, LLC

SIGNATURE: 

PRINTED NAME: Douglas A. Armbruster

TITLE: Senior VP & Managing Director

DATE: 3/3/2022

APPROVAL AND CONSENT OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing **AMENDMENT NO. 1 TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021**, and further waives any otherwise applicable time limitations in section 3735.671, et seq., of the Ohio Revised Code.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

SIGNATURE: 

PRINTED NAME: MICHAEL J LANE

TITLE: PRESIDENT - BOE

DATE: 3/21/22

Resolution

Number 22-0477

Adopted Date April 05, 2022

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH LARRY SMITH INC. FOR THE FRANKLIN AREA WATER TREATMENT PLANT DISCHARGE LINES PROJECT, PURCHASE ORDER NO. 21001968

WHEREAS, this Board on June 29, 2021 entered into a contract with Larry Smith Inc. for construction of the discharge line at the Franklin Area Water Treatment Plant.; and

WHEREAS, Warren County Water and Sewer Department has requested Larry Smith, Inc. to change pipe specifications due to supply; and

WHEREAS, a Change Order and Purchase Order modification is necessary in order to accommodate said changes; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 1 to the Contract with Larry Smith Inc., increasing Purchase Order No. 21001968 by \$24,651.02 and creating a new contract and Purchase Order price in the amount of \$989,821.02.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be incorporated into the contract.
3. That the Board hereby execute and sign Change Order No. 1 of the contract with Larry Smith Inc. for the construction of the discharge lines at the Franklin Area Water Treatment Plant.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
c/a—Larry Smith, Inc
Water/Sewer (file)
Project file



Warren County
Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: March 30, 2022

Change Order Number 1

Project Name: Franklin Area Water Treatment Plant Discharge Lines

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
4	<u>Subgrade Compaction</u>		\$100	None
5	<u>Asphalt Base</u>		\$2,100	None
7	<u>Tack Coat</u>		\$200	None
8	<u>Sawing & Sealing</u>		\$565	None
9	<u>Asphalt Surface</u>		\$420	None
10	<u>Asphalt Intermediate</u>		\$525	None
11	<u>Concrete Pavement</u>		\$4,680	None
13-15	<u>PVC</u> Change material spec from DR-25 to DR-18 due to supply	\$49,741.02		None
13	<u>10" PVC</u> Additional footage	\$2,700		None
14	<u>10" PVC Clearcreek</u>		\$2,400	None
15	<u>18" PVC</u>		\$1,800	None

20	<u>10" Bends</u> Additional bends due to site conditions	\$12,000		None
22	<u>24" Bore - Clearcreek</u>		\$27,000	None
Sums of the ADDITIONS and DELETIONS		\$64,441.02	\$ 39,790	
TOTALS FOR THIS CHANGE ORDER		\$24,651.02		

Original contract price \$965,170
 Current contract price adjusted by previous change orders \$ 965,170
 The Contract price due to this change order will be increased by \$24,651.02
 The New contract price including this change order will be \$ 989,821.02
 The contract time will be increased by 0 calendar days.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

[Signature] 3/30/2022
 Contractor's Signature Date
[Signature] 3/30/22
 W.C. Deputy Sanitary Engineer Date

[Signature] 4.5.22
 Warren County Commissioner Date
[Signature] 4.5.22
 Warren County Commissioner Date
[Signature] 4.5.22
 Warren County Commissioner Date



June 11, 2021

Warren County Sewer & Water
406 Justice Drive
Lebanon, Ohio 45036
Attn: Chris Wojnicz

Re: Franklin Area Discharge Lines

Dear Mr. Wojnicz,

Please find below a detailed pricing and availability for materials on the above referenced project as we discussed for all three local pipe suppliers.

Core & Main:

Change from DR-25 to DR-18 is an increase of \$60,795.00. They have 6840 LF on the ground as of 6/9/21, but that is not guaranteed it is still there by the time the order is placed. Remainder of the pipe will be 10 to 12 weeks from order. Pricing is good until 7/3/21.

Change from P401 to regular epoxy on domestic fittings is a decrease of \$6,406.43. The wyes, MJxPE 45° bends, 22½° bends, 45° bends and the 10x8" MJxFL tees have a lead time of 10 to 12 weeks. Did not reprice import fittings due to such a long lead time.

The statement at the beginning of their quote reads as follows: Due to current supply chain disruptions, materials are subject to pricing at time of shipment. Material availability and timeliness of shipments cannot be guaranteed. This term supersedes all other contractual provisions.

Ferguson:

Change from DR-25 to Dr-18 is an increase of \$49,741.02. They claim delivery between Mid to Late July. The 18" DR-18 will not be available until the end of summer.

Change from P401 to regular epoxy fittings on domestic fittings would be an increase of \$246.51 with lead times of 10 to 12 weeks on the wyes, MJxPE 45° bends and 45° bends. 22½° bends, 10"x8" MJxFL tees and plugs lead time are 4 to 6 weeks. To go to import fittings would be a decrease of \$11,217.15, but the lead times are 16 to 20 weeks.

The statement at the beginning of their quote reads as follows: 10" C900 DR-18 GJ blue pipe if ordered now, could be ready in mid to late July, no guarantees it will make this run.

5737 DRY FORK ROAD CLEVELAND, OHIO 45002 PHONE: 513-367-0218 FAX: 513-367-3585

UNDERGROUND UTILITY AND TRENCHLESS TECHNOLOGY SPECIALISTS



EJ Prescott:

To change from DR-25 to DR-18 would be an increase of \$44,273.67. with a lead time of 12 to 16 weeks for both 10" and 18" pipes.

Change from P401 to regular epoxy domestic fittings would be a decrease of \$13,931.93 with lead times of 8 to 10 weeks for the wyes, MJxPE 45° bends, some of the 45° bends (4 are in stock currently), 10"x8" MJxFL tees and the 8" tapt flange. The 22½" bends apparently are currently in stock. To go to import fittings would be a decrease of \$20,103.37 with the same lead times as the domestic fittings.

The statement at the beginning of their quote reads as follows: Due to volatility in the marketplace bid pricing is valid for 10 days. Manufacturers of PVC/HDPE pipe are reserving the right to reprice at the time of shipment.

If HDD is used at Clearcreek, the only HDPE found thus far is only black without a green stripe. I am not sure how important this is to you. Also, since fittings are so long out, do you want to order extra fittings?

This is very confusing, I am sure. It was exceedingly difficult for me to go through my bid and compare every item piece by piece to get this tallied. There seems to be pros and cons for each supplier. I indicated to each supplier that Warren County would decide the supplier with their reputations at stake. I stress due to extreme fluctuations on materials and their availability, it has been every bit as difficult for them as it is on both you and me. Please review all information above and call or email me any questions. You are also welcome to call each supplier yourself on any of these lead times as well. They can only produce what is being told to them through their manufacturers.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Simpson", written over a horizontal line.

Kelly Simpson
Chief Estimator

5737 DRY FORK ROAD CLEVELAND, OHIO 45002 PHONE: 513-367-0218 FAX: 513-367-3585

UNDERGROUND UTILITY AND TRENCHLESS TECHNOLOGY SPECIALISTS

Resolution

Number 22-0478

Adopted Date April 05, 2022

AUTHORIZE THE PARTIAL RELEASE OF RETAINAGE IN THE BUILDING CRAFTS, INC. ESCROW ACCOUNT FOR THE RICHARD A. RENNEKER WATER SOFTENING PROJECT

WHEREAS, pursuant to Resolution 22-0251, this Board of County Commissioners authorized the President of the Board to sign corporate resolutions with 1st National Bank in Lebanon, Ohio to open and make withdrawals on accounts for retainage held on Water and Sewer Contracts; and

WHEREAS, Building Crafts, Inc. opened an escrow account with 1st National Bank of Lebanon, Ohio for the deposition of retainage amounts held on the construction contract of the Richard A. Renneker Water Softening Project; and

WHEREAS, the County has deposited the requisite funds into said escrow account, the sum total of which amounts to the maximum allowable 4% (8% of the first 50% of completed Labor and Materials costs) and a maximum allowable 8% of stored materials cost; and

WHEREAS, Building Crafts, Inc. total stored materials cost has decreased from \$699,932.54 to \$528,890.29 and is now requesting a partial retainage release from escrow in the amount of \$13,683.38 to reflect the updated stored materials cost to date; and

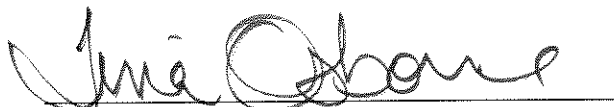
NOW THEREFORE, BE IT RESOLVED to direct the President of the Board to authorize a withdrawal from the said escrow account for Building Crafts, Inc. in the amount of \$13,683.38.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
c/a—Building Crafts, Inc.

Water/Sewer (file)
Project file

Resolution

Number 22-0479

Adopted Date April 05, 2022

AUTHORIZE THE PARTIAL RELEASE OF RETAINAGE IN THE BUILDING CRAFTS, INC. ESCROW ACCOUNT FOR THE RICHARD A. RENNEKER WATER SOFTENING PROJECT

WHEREAS, pursuant to Resolution 22-0251, this Board of County Commissioners authorized the President of the Board to sign corporate resolutions with 1st National Bank in Lebanon, Ohio to open and make withdrawals on accounts for retainage held on Water and Sewer Contracts; and

WHEREAS, Building Crafts, Inc. opened an escrow account with 1st National Bank of Lebanon, Ohio for the deposition of retainage amounts held on the construction contract of the Richard A. Renneker Water Softening Project; and

WHEREAS, the County has deposited the requisite funds into said escrow account, the sum total of which amounts to the maximum allowable 4% (8% of the first 50% of completed Labor and Materials costs) and a maximum allowable 8% of stored materials cost; and

WHEREAS, Building Crafts, Inc. total stored materials cost has decreased from \$528,890.29 to \$248,120.29 and is now requesting a partial retainage release from escrow in the amount of \$22,461.60 to reflect the updated stored materials cost to date; and


NOW THEREFORE, BE IT RESOLVED to direct the President of the Board to authorize a withdrawal from the said escrow account for Building Crafts, Inc. in the amount of \$22,461.60.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
c/a—Building Crafts, Inc.

Water/Sewer (file)
Project file

Resolution

Number 22-0480

Adopted Date April 05, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM BCS (BUSINESS COMMUNICATIONS SPECIALISTS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, BCS has provided a Professional Services Quote for removal of the Harris System for Warren County Telecommunications Department; and

NOW THEREFORE BE IT RESOLVED, to accept Quote AAAQ1675-01 between BCS and Warren County Telecommunications Department for estimated hours of removal services; as attached hereto and a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Business Communications Specialists
Telecom (file)



**BUSINESS
COMMUNICATION
SPECIALISTS**

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

QUOTE

Number AAAQ16745-01
Date Mar 10, 2022

Sold To	Ship To	Your Sales Rep
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Doug Demiter 330-335-7276 dougd@bcsip.com

Qty	Description	Unit Price	Ext. Price
20	Estimated on Hours to remove Harris System from Production Site	\$150.00	\$3,000.00

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

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

See Standard Terms and Conditions for Payment Terms

SubTotal	\$3,000.00
Tax	\$0.00
Shipping	\$0.00
Total	\$3,000.00

Signature of Acceptance

Print Name: *Tom Grossmann

Date: 4/5/22

Signature: *[Signature]

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

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney



**BUSINESS
COMMUNICATION
SPECIALISTS**

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

Warren County Standard Terms and Conditions

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

Payment Terms

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

Rescheduling Fee

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

Warranty & Additional Notes

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

Technical Support

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

License Agreement

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

Limit of Remedy:

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

Resolution

Number 22-0481

Adopted Date April 05, 2022

AUTHORIZE ACCEPTANCE OF QUOTE #001344 AND STATEMENT OF WORK FROM SECURE CYBER DEFENSE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR PROFESSIONAL SERVICES FORTIGATE EQUIPMENT

WHEREAS Secure Cyber Defense will provide Professional Services for FortiGate Equipment for Warren County Telecommunications as indicated on the attached quote and Statement of Work for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote and Statement of Work from Secure Cyber Defense on behalf of Warren County Telecommunications Professional Services for FortiGate Equipment as attached hereto and a part hereof.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Secure Cyber Defense
Telecom (file)

Resolution

Number 22-0482

Adopted Date April 05, 2022

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT AGREEMENT WITH THE KINGS LOCAL SCHOOL DISTRICT FOR AREA LOCATED ALONG THE KINGS MILLS ELEMENTARY SCHOOL KING AVENUE ROAD FRONTAGE IN DEERFIELD TOWNSHIP

WHEREAS, the exclusive and permanent highway easement area is situated along the Kings Mills Elementary School King Avenue Road frontage located at 1780 King Avenue and is provided by the Kings School District for the planned Deerfield Township and Kings School District project to widen King Avenue adding turn lanes at the Kings Mills Elementary School entrances; and

WHEREAS, the land area for the exclusive and permanent highway easement area is as follows:

- Exclusive and Permanent Highway Easement – Exhibits A & B – 0.3528 acres (Portion along King Ave. along Parcel # 16-12-156-026)

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent highway easement agreement with Kings Local School District. A copy of the said agreement is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings Local School District
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #16-12-156-026 (Pt.)**

ARTICLES OF AGREEMENT

This Agreement is entered into the date stated below by Kings Local School District, an Ohio local school district, whose mailing address is 5620 Columbia Rd., Kings Mills, OH 45034 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent standard highway easement for King Avenue (County Road #282), being a part of a public roadway and a planned future roadway extension open to the public without charge.

That the Grantor, for and in consideration of the sum of one-dollar (\$1.00), the receipt and sufficiency of which is hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent standard highway easement, for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road, a perpetual and exclusive easement and right-of-way for roadway, drainage, water and sanitary sewer utility purposes, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said roadway and any facilities that may be necessary or convenient for the providing of such drainage and/or utility and/or utility services, in, upon, across, over, under, and through the property as shown and described together with ingress and egress thereto, which property includes lands situated in Section 12, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

**EXCLUSIVE & PERMANENT STANDARD HIGHWAY EASEMENT LEGAL
DESCRIPTION**

**See Exhibit "A" for details.
See Exhibit "B" for drawing.**

The exclusive and permanent standard highway easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

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

The GRANTORS covenant and agree that no additional structures of a temporary or permanent type shall be placed on, above, or under the property subject to the Easement, nor shall any dirt, stone, fill or other materials be added or removed.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

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GRANTEE

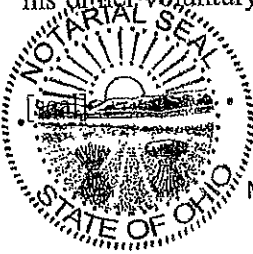
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution No. 22-0482, dated 4/5/22

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 4/5/22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 5 day of April, 2022 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This notarial act is in compliance with R.C. 147.542 (D)(1).



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

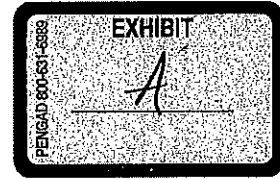
Notary Public: [Signature]
My commission expires: 12/26/2022

Approved by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Asst. Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

DESCRIPTION OF 0.3528 ACRE
HIGHWAY EASEMENT
NORTH OF KING AVENUE
EAST OF RIVERWALK DRIVE
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO



Situated in the State of Ohio, County of Warren, Township of Deerfield, located in Section 12, Town 4, Range 2, Between The Miamis, being 0.3528 acre of land of that 16.7598 acre tract as described in a deed to Kings Local School District, of record in Official Record 1924, Page 605, all references herein being to the records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows:

Beginning at an iron pin found in the westerly line of said 16.7598 acre tract, the existing northerly right of way of King Avenue (ROW varies); and at the southeasterly corner of Lot 18 as shown and delineated upon the plat "Riverwalk Section 1" a subdivision of record in Plat Book 28, Page 98-99, also described in a deed to Brittany and Justin Tomlin, of record in Document Number 2014-000680;

Thence through said 16.7598 acre tract, the following three (3) courses:

1. North 85°59'55" East, a distance of 576.88 feet to an iron pin set;
2. North 04°00'05" West, a distance of 7.92 feet to an iron pin set;
3. North 86°21'15" East, a distance of 376.88 feet to a PK Nail Set in the easterly line of said tract and the westerly line of a 0.8439 acre tract as recorded in Official Record 5222, Page 245;

Thence South 02°23'55" East, along said common line, a distance of 22.01 feet to a PK Nail set in the northerly right of way line of King Avenue (ROW varies);

Thence South 86°21'15" West, along said right of way, a distance of 952.45 feet to an iron pin set in the westerly property line of said 16.7598 acre tract;

Thence North 07°53'00" West, along said westerly property line, a distance of 10.53 feet to the Place of Beginning and containing 0.3528 acres more or less.

Bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD 1983 (2011) derived from GPS observations.

Iron Pins set consist of a 5/8 inch rebar, 30 inches long with an orange plastic cap stamped "IBI Group, S-7181".

This description was prepared by IBI Group, based on information obtained from actual field survey performed February 2022, under the direction of Patrick S Finn, Ohio Professional Surveyor No. 7181.

Cincinnati, Ohio



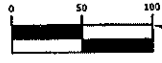
By Patrick S. Finn 02-09-2022
Pat Finn Date
Registered Surveyor No. 7181



23 Triangle Park Drive
 Suite 2300
 Cincinnati, OH 45246
 Contact: Pat Finn
 513-942-3141 ext. 51912
 Fax: 513-881-2263
 www.ibigroup.com

WARREN COUNTY, OHIO
HIGHWAY EASEMENT
 SECTION 12, TOWN 4, RANGE 2
 DEERFIELD TOWNSHIP

GRAPHIC SCALE

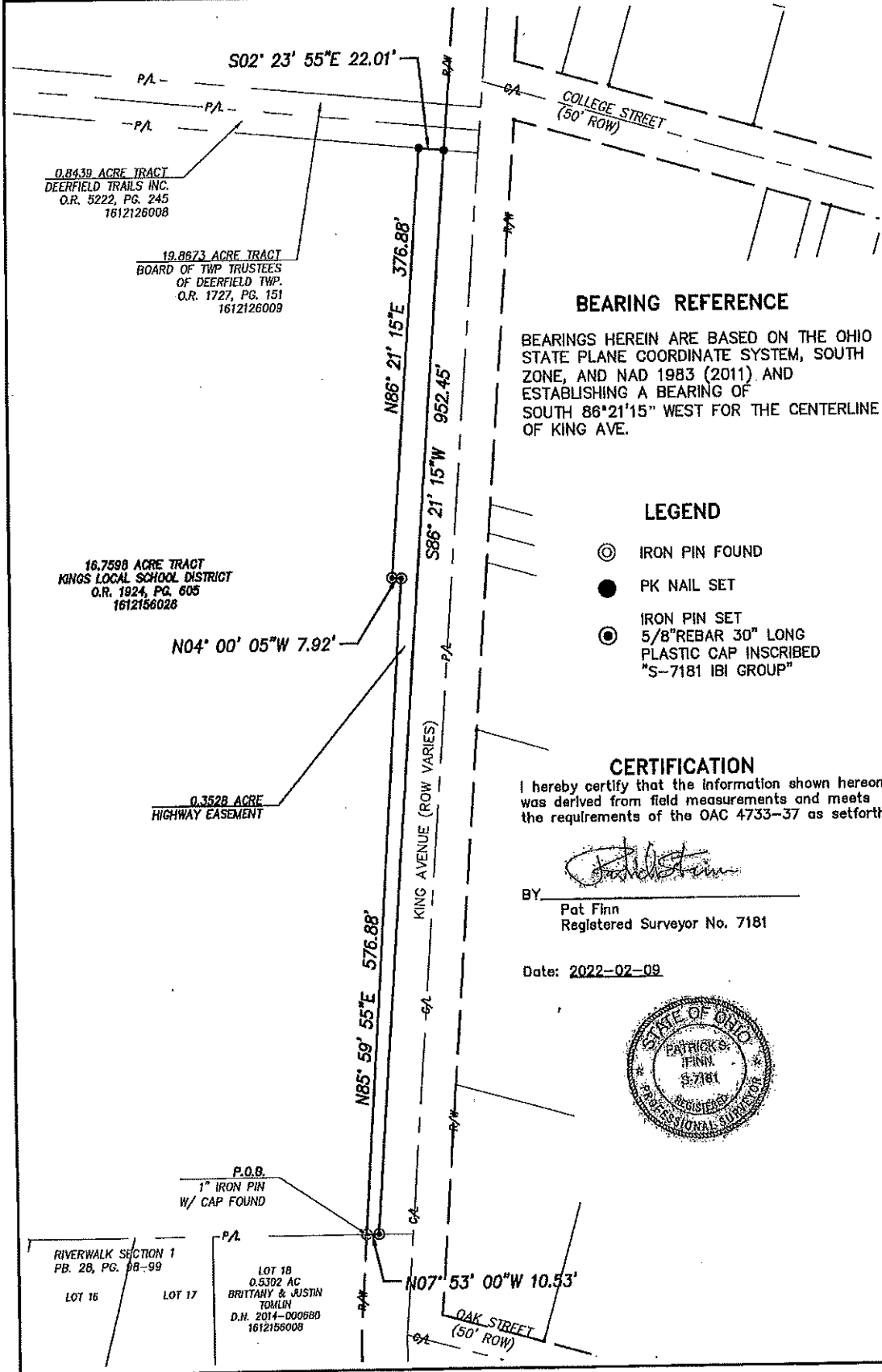


(IN FEET)

EXHIBIT B



DEFINING THE CITIES
 OF TOMORROW



BEARING REFERENCE

BEARINGS HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, AND NAD 1983 (2011) AND ESTABLISHING A BEARING OF SOUTH 86°21'15" WEST FOR THE CENTERLINE OF KING AVE.

LEGEND

- ⊙ IRON PIN FOUND
- PK NAIL SET
- ⊙ IRON PIN SET
5/8" REBAR 30" LONG
PLASTIC CAP INSCRIBED
"S-7181 IBI GROUP"

CERTIFICATION

I hereby certify that the information shown hereon was derived from field measurements and meets the requirements of the OAC 4733-37 as set forth.

Pat Finn

BY: Pat Finn
 Registered Surveyor No. 7181

Date: 2022-02-09



P.O.B.
 1" IRON PIN
 W/ CAP FOUND

RIVERWALK SECTION 1
 PB. 28, PG. 88-99

LOT 16

LOT 17

LOT 18
 0.5302 AC
 BRITTANY & JUSTIN
 TOMLIN
 D.H. 2014-000680
 1612156008

Resolution

Number 22-0483

Adopted Date April 05, 2022

ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE KINGS LOCAL SCHOOL DISTRICT FOR AREA LOCATED ALONG THE KINGS MILLS ELEMENTARY SCHOOL KING AVENUE ROAD FRONTAGE IN DEERFIELD TOWNSHIP

WHEREAS, the temporary construction easement area is situated along the Kings Mills Elementary School King Avenue Road frontage located at 1780 King Avenue and is provided by the Kings School District for the planned Deerfield Township and Kings School District project to widen King Avenue adding turn lanes at the Kings Mills Elementary School entrances; and

WHEREAS, the land area for the temporary construction easement area is as follows:

- Temporary Construction Easement – Exhibits A & B – 1.17 acres (Portion along King Ave. along Parcel # 16-12-156-026)

NOW THEREFORE BE IT RESOLVED, to enter into a temporary construction easement agreement with Kings Local School District. A copy of the said easement agreement is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings Local School District
Engineer (file)
Easement file

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
IN THE NAME OF AND FOR THE USE AND BENEFIT OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. # 16-12-156-026 (Pt)**

ARTICLES OF AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into the date stated below by Kings Local School District, an Ohio local school district, whose tax mailing address is 5620 Columbia Rd., Kings Mills, OH 45034 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary temporary access rights for the construction of the planned future widening of King Avenue as needed to construct turn lanes at the Kings Elementary School entrances, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other valuable consideration paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant to the Grantee, its successors and assigns, a temporary construction easement for constructing the necessary King Avenue Improvements Project improvements on, above, in, over and under the lands hereafter described, situated in Section 12, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

1.17 acres, more or less


See Exhibit "A" for metes & bounds description.

See Exhibit "B" for Survey drawing.

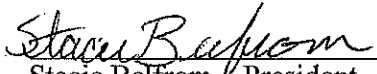
The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns, and shall terminate upon the earlier of the completion of the King Avenue Improvements Project, or December 31, 2024.

GRANTOR:

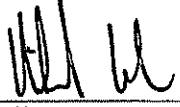
IN EXECUTION WHEREOF, said Kings Local School District has hereunto set their hands the 15th day of March, 2022.


Greg Sears – Superintendent
Kings Local Schools

Witness  Witness 


Stacie Belfrom – President
Kings Local School Board

Witness  Witness 



Mike Morrow – Treasurer
Kings Local School Board

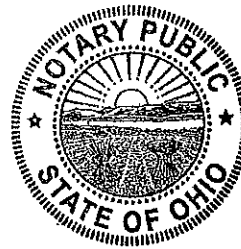
Witness  Witness 

STATE OR COMMONWEALTH OF Warren County Ohio
COUNTY OF Ohio, ss.

On this 15 day of March, 2022, before me, the undersigned Notary Public, personally appeared Greg Sears, Superintendent, Stacie Belfrom, President, and Mike Morrow, Treasurer, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal


Notary Public
Print Name: Amy Andrews
My commission expires: 10/18/2025



Amy Andrews
Notary Public, State of Ohio
My Commission Expires 10/18/2025

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution No. 22-0483 dated 4/15/22

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 4/15/22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 5 day of April, 2022 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing instrument, and acknowledged the signing thereof to be his/her voluntary act and deed, and pursuant to the Resolution authorizing him to act.



LAURA K. DANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

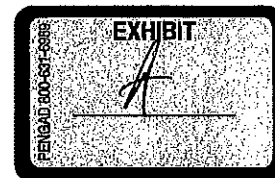
Notary Public: [Signature]
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce McGary, Assistant Prosecutor
406 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.McGary@co.warren.oh.us

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
KINGS LOCAL SCHOOL DISTRICT
1780 KING AVENUE
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO



Situated in the State of Ohio, County of Warren, Township of Deerfield, located in Section 12, Town 4, Range 2, Between The Miamis, being 1.17 acres of land of that 16.7598 acre tract as described in a deed to Kings Local School District, of record in Official Record 1924, Page 605, all references herein being to the records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows:

Beginning at an iron pin found in the westerly line of said 16.7598 acre tract, in the existing northerly right of way of King Avenue (ROW varies), and at the southeasterly corner of Lot 18 as shown and delineated upon the plat "Riverwalk Section 1" a subdivision of record in Plat Book 28, Page 98-99, also described in a deed to Brittany and Justin Tomlin, of record in Document Number 2014-000680;

Thence North 07°53'00" West, along said westerly line and the easterly line of said Lot 18, a distance of 12.75 feet, to a point;

Thence through said 16.7598 acre tract, the following courses:

1. North 86°23'01" East, a distance of 421.70 feet to a point;
2. North 01°38'09" West, a distance of 80.41 feet to a point;
3. North 87°36'05" East, a distance of 498.06 feet to a point;
4. North 02°02'59" West, a distance of 138.74 feet to a point;
5. North 66°42'17" East, a distance of 35.18 feet to a point in the easterly property line of said tract and the westerly property line of a 0.8439 acre tract as recorded in Official Record 5222, Page 245;

Thence South 02°23'55" East, along said easterly and westerly lines, a distance of 221.08 feet to a point;

Thence through said 16.7598 acre tract the following courses:

1. South 86°21'15" West, a distance of 376.88 feet to a point,
2. South 04°00'05" East, a distance of 7.92 feet to a point,
3. South 85°59'55" West, a distance of 576.88 feet to the place of beginning and containing 1.17 acres more or less.

Bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD 1983 (2011) derived from GPS observations.

This description was prepared by IBI Group, based on information obtained from actual field survey performed February 2022, under the direction of Patrick S Finn, Ohio Professional Surveyor #181.



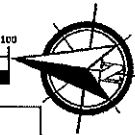
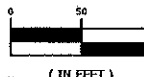
23 Triangle Park Drive
 Suite 2300
 Cincinnati, OH 45246
 Contact: Patt Finn
 513-942-3141 ext. 51912
 Fax: 513-881-2263
 www.ibigroup.com

DEFINING THE CITIES
 OF TOMORROW

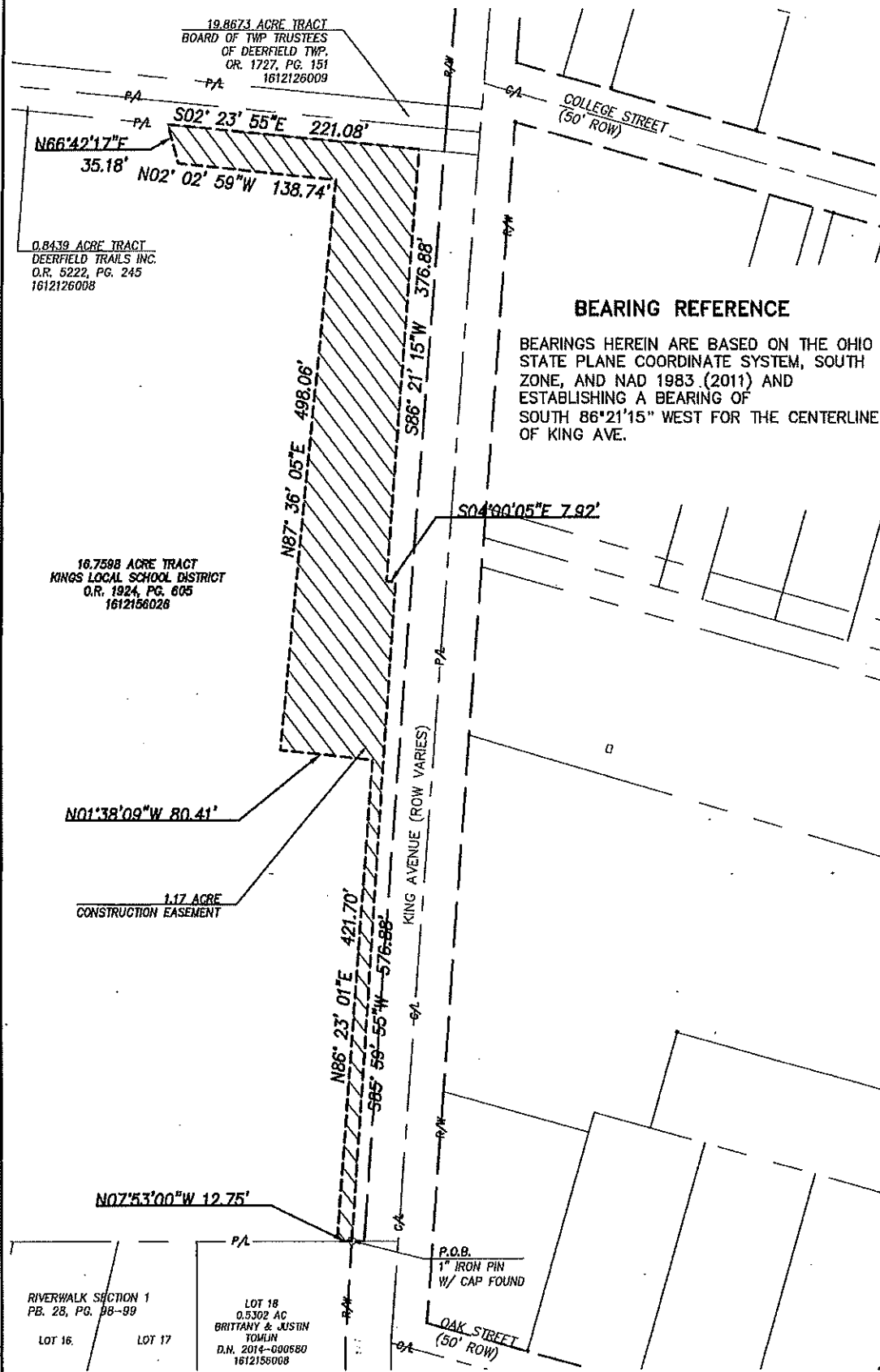
WARREN COUNTY, OHIO
 TEMPORARY
 CONSTRUCTION EASEMENT

SECTION 12, TOWN 4, RANGE 2
 DEERFIELD TOWNSHIP

GRAPHIC SCALE



(IN FEET)
 EXHIBIT B



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0484

Adopted Date April 05, 2022

ENTER INTO CONTRACT WITH RACK AND BALLAUER EXCAVATING CO., INC. FOR THE COLUMBIA ROAD TURN LANE PROJECT

WHEREAS, pursuant to Resolution #22-0408 dated March 22, 2022, this Board approved a Notice of Intent to Award Bid for the Columbia Road Turn Lane Project to Rack and Ballauer Excavating Co., Inc., for a total bid price of \$414,002.55; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Rack and Ballauer Excavating Co., Inc., 11321 Paddy's Run Road , Hamilton, Ohio 45013, for a total contract price of \$414,002.55; as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP/

cc: c/a— Rack and Ballauer Excavating Co., Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 5 day of April, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and Rack and Ballauer Excavating Co., Inc., 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:

Columbia Road Turn Lane Project

hereinafter called the project, for the sum of \$414,002.55, Four Hundred Fourteen Thousand, Two Dollars and Fifty-Five Cents, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project 8 weeks after the written notice to proceed has been issued and a pre-construction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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


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

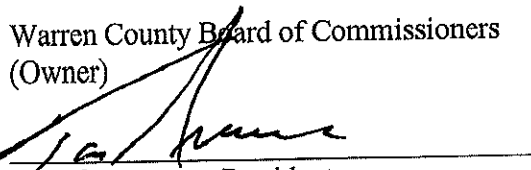
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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

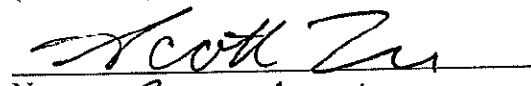
ATTEST:

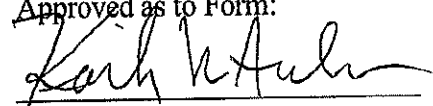

Name Laura Lander

Warren County Board of Commissioners
(Owner)

Tom Grossmann, President

(Seal)
ATTEST:

Name

Rack and Ballauer Excavating Co., Inc.
(Contractor)
By: 
Name President
Title

Approved as to Form:

Assistant Prosecutor

Resolution

Number 22-0485

Adopted Date April 05, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO THE AERO-MARK COMPANY, LLC FOR THE 2022 STRIPING PROJECT

WHEREAS, bids were closed at 9:30 a.m., on March 24, 2022, and the bids received were opened and read aloud for the 2022 Striping Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Greg Carmack, Project Technician, The Aero-Mark Company, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer's Office, that it is the intent of this Board to award the contract to The Aero-Mark Company, LLC, 10423 Danner Drive, Streetsboro, Ohio 44241, for a total bid price of \$196,239.24; and

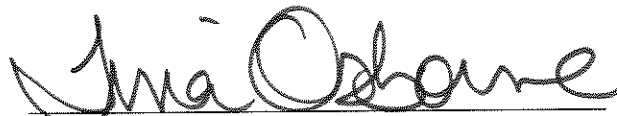
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 22-0486

Adopted Date April 05, 2022

ENTER INTO A CONSULTING ENGINEERING SERVICES CONTRACT WITH KINDLER ENGINEERED SYSTEMS, LLC. ON BEHALF OF THE WARREN COUNTY ENGINEER


BE IT RESOLVED, to enter into an engineering service contract with Kindler Engineered Systems LLC., 9523 Camberly Ave., Plain City, OH 43064 for pavement management (paver) system services for Warren County Highway System. Copy of said agreement is attached hereto and made a part hereof

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kindler Engineered Systems, LLC.
Engineer (file)

**CONSULTING ENGINEERING SERVICES CONTRACT FOR
PAVEMENT MANAGEMENT (PAVER) SYSTEM SERVICES
WARREN COUNTY HIGHWAY SYSTEM**

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 Kindler Engineered Systems LLC, duly licensed under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to update its road inventory and assessment of pavement condition of county maintained highways. In order to proceed with the PROJECT, Pavement Management Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of Pavement Management (PAVER) Services by ENGINEER and the payment for those services by OWNER as set forth below.

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

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall 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, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

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 ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Pavement Management Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$ 18,750.00**

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'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 ENGINEER'S services.

5.4 Definitions

- 5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) 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. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 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.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his 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.
- 6.4.2 Neither OWNER nor ENGINEER 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 6.4.1 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 ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

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

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. Tiffany Zindel, 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. 513-695-3309
---	---

Kindler Engineered Systems LLC
Joe Kindler, Sr., P.E.
5144 Foxtail Pine St.
Dublin, OH 43016
Ph. 614.570.5090

6.12 Insurance

ENGINEER shall carry comprehensive general insurance providing single limit 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. ENGINEER further agrees that in the event that its comprehensive general policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER 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. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

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

Exhibit 1

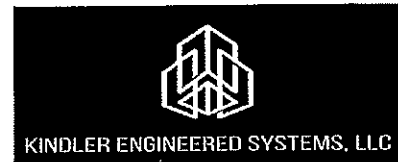
SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER 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 ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, 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 ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

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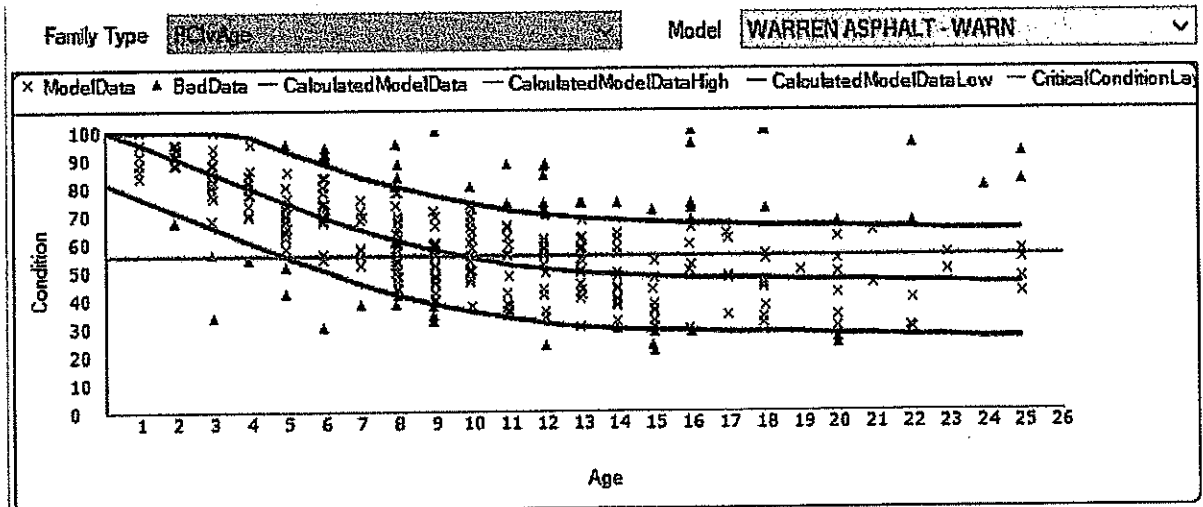
Neil Tunison, P.E., P.S.
Warren County Engineer
210 W. Main St
Lebanon, Ohio 45036

March 7, 2022

RE: Personal Services Contract
PAVER Reinspection

Dear Neil:

It has been 4 years since the last official inspection of Warren County's Road system for PAVER. Reinspections are necessary to keep the information current and to produce deterioration curves that are based on your road system. I would like to reinspect Warren County to keep the information current and accurate. The following is the deterioration curve developed for your asphalt pavements.



The rapid decline was a concern, and a re-inspection would confirm or dispute this information. Your good file keeping makes this type of analysis possible and any changes made since will be evident. If the steep decline continues there are several easy corrections (At a minimal cost) that can be made to correct the deficiencies even mid contract.

The work will consist of the following:

- Inspect all sections using the PAVER distress manual to produce data that will provide for network level decision making and input this data into PAVER.
- Inspections will be objective accurate and reproducible because of actual distress measurements being made.
- List the last work activity for each section as available in the program.
- Review the completed system for errors or omissions.
- Update the tables that were developed for Warren County.
 - Maintenance activities
 - Types of contract work utilized
 - Costs for maintenance & contract
 - Major M & R project costs
- Check system in place for its ability to function properly.
- Review the set-up for the GIS capabilities (the Micro-PAVER will produce several GIS layouts illustrating the programs abilities)
- Work with your personnel to familiarize them with the system and its ability to assist in your maintenance needs, cost projections, system condition levels and other features.
- Set-up a presentation with handouts describing how to run certain reports and graphs.

The fee for the above work will be \$18,750.00

This work could be completed within 4 weeks (weather permitting).

Very truly yours,

Joe

Joe Kindler, Sr., P.E.

Acceptance _____ Date _____

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Joe Kindler, Sr. P.E., has caused this Agreement to be executed on the date stated below by JOE KINDLER, whose title is PRINCIPAL, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: Joe Kindler
PRINTED NAME: JOE KINDLER
TITLE: PRINCIPAL
DATE: 3/16/22

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 on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 22-0486 dated 4/15/22.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 4/15/22

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

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

APPROVED AS TO FORM:
**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: Adam Nice
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF SUMMIT

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

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 28th day of March 202020

[Signature]
(Notary Public),
Summit County.

My commission expires 01/28 2025



URAH GREEN
Notary Public, State of O
My Commission Expires
01/28/2025

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0487

Adopted Date April 05, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/29/22 and 3/31/22, as attached hereto and made a part hereof.

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

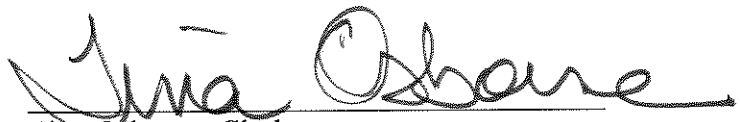
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-0488

Adopted Date April 05, 2022

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

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

WHEREAS, it is necessary to approve appropriation adjustments in order to make timely payments; and

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation Adjustment file
Water/Sewer (file)
OMB

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND NO. 5580

WHEREAS, the Water and Sewer Department incurs a capital outlay for the purchase of a Service truck; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$15,000.00 from 55803300 - 5998 (RESERVE/CONTINGENCY)
into 55803300 - 5310 (VEHICLES CAPITAL OUTLAY)

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

- M
M
M

Resolution adopted this 29th day of March 2022.

BOARD OF COUNTY COMMISSIONERS

[Signature]
Tina Osborne, Clerk

jad

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

[Handwritten signature: J Zindel]
to be ratified 3-29-22

Resolution

Number 22-0489

Adopted Date April 05, 2022

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR KERRISDALE SUBDIVISION, SECTION 3, SITUATED IN DEERFIELD TOWNSHIP

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

RELEASE


Bond Number	:	20-012 (W/S)
Development	:	Kerrisdale Subdivision, Section 3
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$18,773.63
Surety Company	:	The Hanover Insurance Company (1078844)

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC; 9349 Waterstone Blvd, Suite 100; Cincinnati, OH 45249
The Hanover Insurance Company; 440 Liconln Street; Worchester, MA 01653
Water/Sewer (file)
Bond Agreement file

Resolution

Number 22-0490

Adopted Date April 05, 2022

APPROVE BOND RELEASE FOR CROSS CREEK ESTATES, LLC FOR COMPLETION OF IMPROVEMENTS IN CROSS CREEK ESTATES, SECTION 1 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

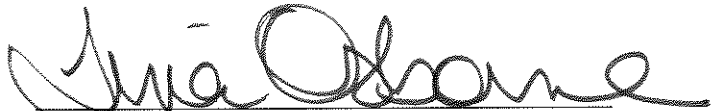
Bond Number	:	N/A
Development	:	Cross Creek Estates, Section 1 (aka Cross Creek, Section 1)
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$40,535.50
Surety Company	:	Westchester Fire Insurance Company #K09244943

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 22-0491

Adopted Date April 05, 2022

APPROVE BOND RELEASE FOR CROSS CREEK ESTATES, LLC FOR COMPLETION OF IMPROVEMENTS IN CROSS CREEK ESTATES, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Cross Creek Estates, Section 2
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$27,150.50
Surety Company	:	Westchester Fire Insurance Company #K09245170

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 22-0492

Adopted Date April 05, 2022

APPROVE BOND RELEASE FOR THE DREES COMPANY FOR COMPLETION OF IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION TWO SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Legacy at Elliott Farm, Section Two
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$74,612.50
Surety Company	:	Liberty Mutual Insurance Company #014075744

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 22-0493

Adopted Date April 05, 2022

APPROVE VARIOUS RECORD PLATS

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

- Columbia Road Right-Of-Way Dedication Plat – Union Township

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-0494

Adopted Date April 05, 2022

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILDREN SERVICES FUND #2273

WHEREAS, the Warren County Children Services has requested that the second quarter of their 2022 local share be transferred into the Children Services Fund #2273; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:


\$188,894.00 from #11011112-5749 (Commissioners Grants - Children Services)
into #2273-49000 (Children Services - Operating Transfers)

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Children Services (file)
OMB

Resolution

Number 22-0495

Adopted Date April 05, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO LOCAL FISCAL RECOVERY FUND #2211

BE IT RESOLVED, to provide grant to Mental Health Recovery Board for Early Childhood Behavioral Health Proposal, it is necessary to approve the following supplemental appropriation within fund 2211:

\$400,000.00 into #221111110- 5410 (Fiscal Recovery – Contracts BOCC Approved)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)
OMB (file)

Resolution

Number 22-0496

Adopted Date April 05, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY FUND #2211

BE IT RESOLVED, to provide grant to Human Services to support the 4 C for Children Child Care proposal, it is necessary to approve the following supplemental appropriation within fund 2211:

\$400,000.00 into #221111111- 5400 (Fiscal Recovery – Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)
Human Services (file)
OMB

Resolution

Number 22-0497

Adopted Date April 05, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND
#11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,000.00 from #11011220-5400 (Purchased Services)
 into #11011220-5911 (Non-Taxable Meal Fringe)

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

Resolution

Number 22-0498

Adopted Date April 05, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND 2221

BE IT RESOLVED, to approve the following appropriation adjustment within County Court Fund 2221:

\$ 723.80 from #22211280-5400 (Purchased Services)
 into #22211280-5750 (Distribution of Funds)

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
County Court (file)

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

Resolution

Number 22-0499

Adopted Date April 05, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	SECURE CYBER DEFENSE LLC	TEL PROFESSIONAL SERVICES FOR	\$ 2,475.00
ENG	AERO MARK COMPANY LLC	ENG. 2022 STRIPING PROJECT	\$ 196,239.24
CSV	MCCLUSKEY CHEVROLET	2022 CHEVY MALIBU	\$ 23,315.00
CSV	MCCLUSKEY CHEVROLET	2022 CHEVY MALIBU	\$ 23,315.00
SHE	MONTROSE FORD LLC	SEVEN (7) 2022 FORD POLICE EXPLORERS	\$ 254,100.57
TEL	FRED B DE BRA CO	TEL- FIBER & CABLE WORK JUSTIC	\$ 5,500.00

PO CHANGE ORDER

SEW	LARRY SMITH INC	FRANKLIN AREA WATER DISCHARGE	\$ 24,651.02 INCREAS
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4/5/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-0500

Adopted Date April 05, 2022

SELECTION OF AN ARCHITECTURAL FIRM FOR THE FACILITIES MASTER PLAN STUDY

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need for a facilities master plan study of the Justice Drive Campus, Silver Street Campus, and other County facilities in Lebanon, Ohio, directed the Warren County Facilities Management Department on January 25, 2022, through Resolution 22-0155, to issue a Request for Qualifications for professional services for the study; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of an architectural firm for the development of a master plan study; and

WHEREAS, eight qualification submittals from architectural firms were received on February 23, 2022; and

WHEREAS, this Board on March 15, 2022 adopted Resolution 22-0364 that appointed a committee to review qualification submittals from architectural firms and upon adoption, the submittals were reviewed and evaluated by said committee; and

WHEREAS, the Facilities Management Department requests authorization to begin negotiations with the top ranked architectural firm; and

NOW THEREFORE BE IT RESOLVED, to direct the Facilities Management Department to initiate negotiations with Champlin Architecture for the respective architectural services.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file0
Bid file
Project file

Resolution

Number 22-0501

Adopted Date April 05, 2022

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION ALLOCATION FORM WITH MEGEN CONSTRUCTION RELATIVE TO THE CONSTRUCTION OF THE WARREN COUNTY SHERIFF'S OFFICE AND JAIL FACILITY

WHEREAS, as a building owner of an energy efficient commercial building there is an ability to claim a Section 179D Energy Efficient Commercial Deduction; and

WEHREAS, due to the being a governmental entity and not paying taxes, Warren County is not entitled to claim said deduction; and

WHEREAS, the County can allocate the deduction to the contractor responsible for designing an energy efficient building; and

WHEREAS, Granger Construction has indicated that they do no wish to take the deduction but the partner contractor Megen Construction has made a formal request to obtain the allocation from the County; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign Section 179D Energy Efficient Commercial Buildings Deduction Allocation Form to Megen Construction relative to the construction of the Warren County Sheriff's Office and Jail; as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tz

cc: Facilities Management (file)
Jail Construction Project file
T. Zindel



SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION **ALLOCATION FORM**

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to the eligible designers as identified below.

Megen Construction Company, Inc. created technical specifications for the installation of the energy efficient commercial building property which resulted in reduced energy consumption and is eligible to be allocated the 179D Energy Efficient Commercial Building Deduction. Specifically, *Megen Construction Company, Inc.* provided input into the creation of technical specifications through the following:

Megen Construction Company, Inc. served as the construction manager at risk for this new construction project. *Megen Construction Company, Inc.* finalized the selection of the mechanical and interior lighting equipment through the value engineering process, which was accepted, implemented into construction, and is reflected in the as-built documentation.



The role of the allocating government entity is to confirm the scope of work performed and related information provided herein as eligible to pursue for the IRC §179D deduction by the taxpayer seeking the allocation, and not for determining if in fact the commercial building property is energy efficient.

Warren County hereby allocates *Megen Construction Company, Inc.* the Section 179D deduction for the property described below:

Warren County Building Information				
Property Name	Property Address	Placed in Service	Cost of Property	Allocation Percentage
Warren County Court and Sherriff's Office	822 Memorial Dr. Lebanon, OH 45036	October 2021	\$49,300,000	100%

Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, *Warren County* will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.



Warren County Representative Information

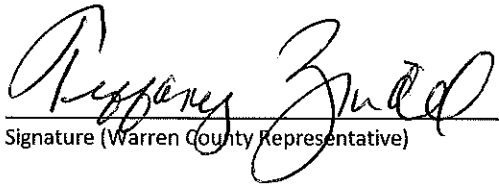
Representative Name:	
Government Entity Name:	Warren County
Title:	
Mailing Address:	
Telephone Number:	
E-mail:	

Megen Construction Company, Inc. Representative Information

Representative Name:	Fleet P. Fangman
Eligible Taxpayer Entity Name:	Megen Construction Company, Inc.
Title:	Vice President of Finance & Administration
Address:	11130 Ashburn Rd. Cincinnati, OH 45240
Telephone Number:	513-742-9191
Representative E-mail:	ffangman@megenconstruction.com

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

AGREED TO AND ACCEPTED:


Signature (Warren County Representative)

Date

4-5-22

DocuSigned by:

E7CC11C515AD470
Signature (Megen Construction Company, Inc. Representative)

4/26/2021

Date

Resolution

Number 22-0502

Adopted Date April 05, 2022

APPROVE REZONING APPLICATION OF MARY CENTER (CASE #2022-01), TO REZONE APPROXIMATELY .385 ACRES FROM COMMUNITY COMMERCIAL BUSINESS ZONE "B2" TO TWO FAMILY RESIDENTIAL (1/3-ACRE DENSITY) "R2" IN UNION TOWNSHIP

WHEREAS, this Board met this 5th day of April 2022, to consider the rezoning application Mary Center, owner of record (Case #2022-01), to rezone approximately .385 acres (parcel #1201201002 and 1201201009) located at 4016 Riley Street in Union Township from Community Commercial Business Zone "B2" to Two Family Residential (1/3-Acre Density) "R2"; and

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

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application Mary Center, owner of record (Case #2022-01), to rezone approximately .385 acres (parcel #1201201002 and 1201201009) in Union Township from Community Commercial Business Zone "B2" to Two Family Residential (1/3-Acre Density) "R2";

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 22-0503

Adopted Date April 05, 2022

APPROVE REZONING APPLICATION OF ERIC WHITE (CASE #2022-02), TO REZONE APPROXIMATELY 3.267 ACRES FROM RURAL RESIDENTIAL "RU" (5-ACRE DENSITY) TO COMMUNITY COMMERCIAL BUSINESS ZONE "B2" IN HARLAN TOWNSHIP

WHEREAS, this Board met this 5th day of April 2022, to consider the rezoning application of Eric White, owner of record (Case #2022-02), to rezone approximately 3.267 (parcel #1831400019) located at 8686 State Route 28 in Harlan Township from Rural Residential "RU" (5-acre density) to Community Commercial Business Zone "B2"; and

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

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of Eric White, owner of record (Case #2022-02), to rezone approximately 3.267 (parcel #1831400019) in Harlan Township from Rural Residential "RU" (5-acre density) to Community Commercial Business Zone "B2".

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk /tao

cc:

RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 22-0504

Adopted Date April 05, 2022

APPROVE TRANSFER OF PUBLIC CONTROL AND MAINTENANCE OF LANDEN DRIVE (COUNTY ROAD 293) FROM THE WARREN COUNTY ENGINEER TO DEERFIELD TOWNSHIP RE-DESIGNATING THIS SECTION OF ROAD AS TOWNSHIP ROAD 293

WHEREAS, the Warren County Engineer has determined that Landen Drive (County Road 293) between U. S. Route 22/SR 3 and Socialville-Fosters Road (County Road 32) fits the local criteria of a local street serving the subdivisions of Landen consistent with provisions of Ohio Revised Code Section 5541.02 pertaining to designation of the County Highway System; and

WHEREAS, the Board of Deerfield Township Trustees have agreed to the acceptance of control and maintenance of the said 1.01 mile (0.996 miles per ODOT's LBRs) section of Landen Drive per Board of Deerfield Township Trustees Resolution 2022-10; and

NOW THEREFORE BE IT RESOLVED, to transfer public control and maintenance of Landen Drive (County Road 293) between U. S. Route 22/SR 3 and Socialville-Fosters Road (County Road 32) from the Warren County Engineer to Deerfield Township, re-designating this section of road as Township Road 293; and

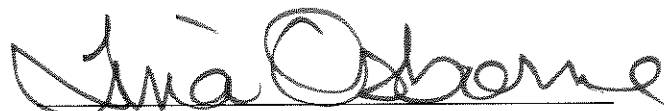
BE IT FURTHER RESOLVED, that the Clerk of Board of County Commissioners certify a copy of this resolution to the Warren County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Deerfield Twp.
Engineer (file)

Resolution

Number 22-0505

Adopted Date April 05, 2022

APPROVE TRANSFER OF PUBLIC CONTROL AND MAINTENANCE OF MASON ROAD (TOWNSHIP ROAD 56) FROM DEERFIELD TOWNSHIP TO THE WARREN COUNTY ENGINEER RE-DESIGNATING THIS SECTION OF ROAD AS COUNTY ROAD 56

WHEREAS, the Warren County Engineer has determined that Mason Road (Township Road 56) between Butler-Warren Road (County Road 2) and the Mason Corporation Limit at Mile Point 0.51 (0.456 per ODOT's LBRS) fits the county criteria of a county road in the unincorporated portion of Deerfield Township connecting the City of Mason with Butler-Warren Road and the I-75/Liberty Interchange in Butler County and consistent with provisions of Ohio Revised Code Section 5541.02 pertaining to designation of the County Highway System; and

WHEREAS, per Deerfield Township Resolution 2022-10, the Board of Township Trustees have agreed to assume control and maintenance of Landen Drive between US Route 22/SR 3 and Socialville-Fosters Road (County Road 32) and relinquish control and maintenance of the said 0.51 mile section of Mason Road that would reduce the net mileage maintained by the Warren County Engineer and provide reasonable routing of maintenance operations for both the Township and the County Engineer;

NOW THEREFORE BE IT RESOLVED, to transfer public control and maintenance of Mason Road (Township Road 56) between Butler-Warren Road (County Road 2) and the Mason Corporation Limit at Mile Point 0.51 (0.456 per ODOT's LBRS) from Deerfield Township to the Warren County Engineer, re-designating this section of road as County Road 56; and

BE IT FURTHER RESOLVED, that the Clerk of Board of County Commissioners certify a copy of this resolution to the Warren County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Deerfield Twp.
Engineer (file)

Resolution

Number 22-0506

Adopted Date April 05, 2022

APPROVE THE HIRING OF KEGLER, BROWN, HILL & RITTER LPA AS AN ADDITIONAL ATTORNEY FOR A PARTICULAR MATTER AND LIMITED TO RENDERING LEGAL ADVICE TO THE BOARD IN ITS OFFICIAL CAPACITY RELATIVE TO IMMINENT LITIGATION AGAINST THE BOARD, AND FIXING THE COMPENSATION TO BE PAID FOR SUCH LEGAL SERVICES

WHEREAS, in accordance with R.C. 305.14 (B), this Board without application to or leave of Court, as provided in R.C. §309.09 (C), may, in addition to the county prosecuting attorney, employ legal counsel to represent it in any matter of public business that comes before the Board; and,

WHEREAS, in accordance with R.C. 309.09 (C), whenever this Board employs an attorney other than the county prosecuting attorney, without the authorization of the court of common pleas as provided in R.C. 305.14 (B), either for a particular matter or on an annual basis, to represent the Board in its official capacity and to advise it on legal matters, the board shall enter upon its journal an order of the board in which the compensation to be paid for legal services shall be fixed, and paid from the general fund, as long as such compensation, in any year, shall not exceed the total annual compensation of the county prosecuting attorney; and,

WHEREAS, a majority of the Board desires to employ an attorney other than the county prosecuting attorney, without court intervention, for a particular matter and limited to rendering legal advice relative to imminent litigation; and,

WHEREAS, this Board has been presented with an engagement letter for the aforementioned purposes that establishes a rate of \$345 per hour for time billed by a partner and \$275 per hour for time billed by an associate attorney, plus expenses.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

- 1) the President of the Board does hereby execute the said engagement letter, a copy of which is attached hereto.
- 2) the Board does hereby order the compensation to be paid out of the general fund for such legal services, upon following the County's purchase order and voucher process, to be fixed at the rate(s) of \$345 per hour for a partner and \$275 per hour for an associate attorney, plus expenses, subject to the aggregate amount of legal services rendered, in any year, may not exceed the annual compensation of the Warren County Prosecuting Attorney.
- 3) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.


- 4) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.
- 5) This resolution shall take effect immediately.

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 – nay
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 22-0506 adopted April 05, 2022 by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kegler, Brown, Hill & Ritter LPA
Bruce McGary, Pros Office
Commissioners' file
Litigation file